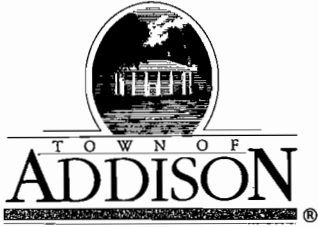


ATTN: MR. MIKE McELROY
FAX # 817-274-9005



PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871 FAX (972) 450-2837
16801 Westgrove

September 9, 2005

To: Mr. Mike McElroy

Dear Mr. McElroy:

The Town of Addison awarded a construction contract to Fast Forward Demolition to perform demolition operations of a structure (Joe's Auto Body) at the southwest corner of Addison Rd. and the new Arapaho Road. The effective date of the Notice to Proceed to the Contractor was August 13, 2003. Construction continued until December 2003. The Town received an affidavit of bills paid from the Contractor in February 2004, and the contract was closed out in May 2004.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Steve Chutchian".

Steve Chutchian
Assistant City Engineer

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 2/27/04

Claim # _____

Check \$ 17,349.80

Vendor No. _____
 Vendor Name FAST FORWARD DEMOLITION
 Address RT. 5 BOX 305 F
 Address BANHAM, TEXAS 75418
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	58110	8330		17,349.80

TOTAL \$ 17,349.80

EXPLANATION ARAPAHO RD, PHASE III DEMOLITION

Steve Christman
 Authorized Signature

 Finance

FAST FORWARD DEMOLITION

RT. 5 BOX 305 F

BONHAM, TEXAS 75418

PHONE: 903-640-WRECK (9732)

TOLL FREE: 866-640-WRECK(9732)

FAX: 903-583-4126

INVOICE

SEND TO:TOWN OF ADDISON	FROM: MICKEY HEMBY
ATTENTION:LUKE JALBERT	DATE: February 19, 2004
OFFICE LOCATION:ADDISON	OFFICE LOCATION: BONHAM, TEXAS
FAX NUMBER:972-450-2837	PHONE NUMBER: 903-640-9732

JOB:ARAPAHO ROAD PHASE III DEMOLITION

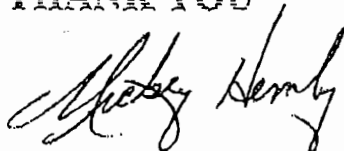
**AMOUNT:\$ 18,262.95 (L&C Fence +15% burden, concrete,
Block laying and materials)**

- \$ 913.15 (Retainage)

\$ 17,349.80 Net Draw

*o.k. to pay!
SZC
2/27/04*

THANK YOU



MICKEY HEMBY

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 1/7/04

Claim # _____

Check \$ 6,181.65

Vendor No. FAST FORWARD DEMOLITION
 Vendor Name RT. 5, BOX 305F
 Address BONHAM, TEXAS 75418
 Address _____
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	58110	83,300		6,181.65

TOTAL \$ 6,181.65

EXPLANATION ARAPAHO RD. DEMOLITION.

Steve Chutkan
 Authorized Signature

Finance

FAST FORWARD DEMOLITION
RT. 5 BOX 305 F
BONHAM, TEXAS 75418
PHONE: 903-640-WRECK (9732)
TOLL FREE: 866-640-WRECK(9732)
FAX: 903-583-4126

INVOICE

SEND TO:TOWN OF ADDISON	FROM: MICKEY HEMBY
ATTENTION:LUKE JALBERT	DATE: January 5, 2004
OFFICE LOCATION:ADDISON, TEXAS	OFFICE LOCATION: BONHAM, TEXAS
FAX NUMBER:972-450-2897	PHONE NUMBER: 903-640-9732

JOB:ARAPAHO ROAD PHASE III DEMOLITION

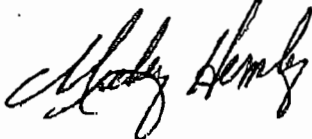
AMOUNT:\$6507.00 (Remaining demolition of Parcels 12&13)

- \$ 325.35 5% Retainage

\$6181.65 Net due draw #5

*O.K. size,
to
PAY!
1/7/04*

THANK YOU



MICKEY HEMBY

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 12/9/03

Claim # _____

Check \$ 10,165.00

Vendor No. FAST FORWARD DEMOLITION
 Vendor Name RT. 5, BOX 305 F
 Address BOWHAN, TEXAS 75418
 Address _____
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	74 000		58110	83300		10,165.00

TOTAL \$ 10,165.00

EXPLANATION DEMOLITION OF STRUCTURES ON ARAPAHO
R.D. PROJECT.

Steve Chutehain
 Authorized Signature

Finance

Luke & Steve

Fran Minch

FAST FORWARD DEMOLITION

RT. 5 BOX 305 F

BONHAM, TEXAS 75418

PHONE: 903-640-WRECK (9732)

TOLL FREE: 866-640-WRECK(9732)

FAX: 903-583-4126

INVOICE

SEND TO: TOWN OF ADDISON, TEXAS	FROM: MICKEY HEMBY
ATTENTION: LUKE JALBERT	DATE: November 30, 2003
OFFICE LOCATION: ADDISON, TEXAS	OFFICE LOCATION: BONHAM, TEXAS
FAX NUMBER: 972-450-2827	PHONE NUMBER: 903-640-9732

JOB: ARAPAHO ROAD PHASE III DEMOLITION

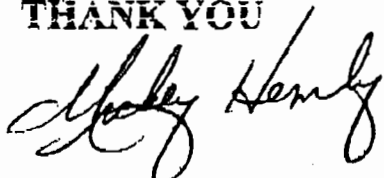
AMOUNT: \$10,700.00 (Partial demolition of Parcels 12 & 13)

- \$ 535.00 5% Retainage

\$10,165.00 Net Draw

*o.k. to pay!
see
12/9/03*

THANK YOU



MICKEY HEMBY



**Project Management
And Design Services**

301 S. Harwood
6th Floor
Dallas, Texas 75201

214.875.2380 (office)
972.978.9916(cell)
214.875.2382(fax)

March 22, 2004

Reference: Breakout of Oncor Electric Delivery Cost for Arapaho Rd-Phase 3

Luke Jalbert
16801 Westgrove
Addison, Texas

Mr. Jalbert

The following is a breakout of my cost estimate for Oncor Electric Delivery's relocation of facilities for Arapaho Road Phase 3.

- (1) \$ 79,942 WR#1992629: The replacement of overhead primary wires with underground cable for the five crossings of Arapaho Road from Surveyor to Midway Road and the replacement of the overhead primary to Charter Furniture with underground cable.
- (2) - \$119,103 WR# 2008401: The replacement of the poles for the two primary feeders on the east and west sides of Midway Road with taller poles to cross over the Arapaho Road Bridge. This amount would be paid entirely by Oncor per franchise agreement.
- (3) \$314,000 WR# 2041434: The cost of relocating the primary feeders mentioned in item 2 underground in a duct bank. This includes overhead work for installing poles that transition from overhead to underground. There is a substantial amount of money vouchered on this work request for the duct bank work, in addition to the estimated amount for cable and conduit in the work request. The vouchers for the duct bank construction include the following:
 - \$48,000 for the steel encased duct under the railroad (120 feet at \$400 per foot)
 - \$70,000 for the duct bank that is not steel encased (280' at \$250 per foot)
 - \$ 8,000 additional cost for manhole work beyond what is estimated in the work request
 - \$ 4,000 additional cost for directional boring Midway Road north and south of the railroad track

The total cost for which Oncor requests reimbursement is the sum of items (1),(2), and (3). This is in the amount of **\$274,839**. I would qualify this figure by emphasizing that this is an estimated cost which does not include any easement cost sought by the property owners or an extraordinary permit fee for the duct bank to cross the railroad beyond the customary \$600 application fee. Furthermore, the estimate for the duct bank work is based on an average amount for work of this nature. The actual

amount will not be known until the contractor is chosen. However, based on my experience I think the actual cost per foot will *probably* turn out to be a little lower than costs I used.

Sincerely yours,

James Davis, P.E.

Senior Engineer

Oncor Electric Delivery

jed

Distribution Information System WORK REQUEST AUTHORIZATION

Electric Project WR# 2041434

Crew Headquarters: FBR	Project Type: REGON	Mgmt Activity Code Electric: 00002300
Customer Req. Date: 06/18/2004	Material Req. Date: 04/23/2004	Mgmt Activity Code Gas:
Electric Loc Served: 0	Gas Loc Served: 0	\$L/GL Served: 0
WR Name: TOWN OF ADDISON: REL FDRS ON E AND W SIDE MIDWAY FOR BRIDGE		
Service Location: MIDWAY ROAD BETWEEN BELTLINE AND RR TRACKS		
Town: DALLAS		

Total Cost Summary

Gross Additions	Removal Cost	Salvage	Vouchers	
\$124,166	\$3,698	\$0	\$185,262	
Plant 368	Plant 370	Gas Plant	AFUDC	Authorized Expenditure
\$-13,959	\$0	\$0	\$583	\$312,198
Contributions	Other Recoveries			CHARGEABLE TO BUDGET
\$0	0			\$313,128
Associated Cost				TOTAL COST FOR SERVICE
\$0				\$312,198

AUTHORIZED RETIREMENTS	\$0	AUTHORIZED O & M	\$12,448
------------------------	-----	------------------	----------

Expansion Cost	\$0	Improvement Cost	\$0	Excess Facilities Cost	\$0
----------------	-----	------------------	-----	------------------------	-----

Justification of Expenditure

Town of Addison is constructing a bridge over Midway Road as part of Arapaho Road Phase 3 project and has requested that Addison Feeder 1604 on the west side of Midway and Farmers Branch Gillis Road Feeder 1701 on the east side of Midway be moved underground to cross the bridge. The two feeders will be placed in a 4E-6 duct bank on the east side of Midway. Cable for the two feeders will be 1000 kcmil copper rather than 1000 kcmil al at the request of distribution planning because of insufficient ampacity of al when derated due to placement in the duct bank. The portion of the duct bank under the railroad track (120') will be steel encased and entirely in Midway right of way. This is to avoid paying a yearly fee to the railroad for being in their right of way. The remainder of the duct bank will only be concrete encased. Four riser poles will be set and two capacitor banks relocated to gain adequate distance from the risers. The overhead work which is done will consist of 7 new poles to be set (including the 4 riser poles) and 10 poles removed for a net reduction of 3 poles. Town of Addison ordinance forbids new aerial crossings of streets so Midway Road will be bored north and south of the railroad track for two 6" conduits and cable of Addison Feeder 1604 to cross from west side to east side and then back. A total amount of \$139,750 is vouchered including: (1) \$48,000 for the steel encased portion of the duct bank; (2) \$70,000 for the part of the duct bank which is only concrete encased; (3) \$5750 additional cost for transfer of facilities on overhead poles; (4) \$8,000 additional labor for manholes; (5) \$4,000 for surveying and staking and preparation of two easement documents; and (6) \$4,000 additional labor for bores across Midway. The Town of Addison will pay a DIC between the cost of this WR and the estimated cost of \$119,000 to cross the bridge with overhead poles. This DIC is in the amount of \$

DAVIS, JAMES EVERETT 02/19/2004

 Designed By Date

 Concurred By Date

 Authorized By Date



Distribution Information System WORK REQUEST AUTHORIZATION

Electric Project WR# 2008401

Crew Headquarters: FBR

Project Type: REGON

Mgmt Activity Code Electric: 00002300

Customer Req. Date: 05/14/2004

Material Req. Date: 04/16/2004

Mgmt Activity Code Gas:

Electric Loc Served: 1

Gas Loc Served: 0

SL/GL Served: 0

WR Name: TOWN OF ADDISON: REL FAC FOR ARAPAHO RD PH 3 BRIDGE (DIC)

Service Location: ARAPAHO RD BRIDGE OVER MIDWAY RD

Town: ADDISON

Total Cost Summary

Gross Additions	Removal Cost	Salvage	Vouchers	
\$69,743	\$9,605	\$0	\$35,112	
Plant 368	Plant 370	Gas Plant	AFUDC	Authorized Expenditure
\$657	\$0	\$0	\$0	\$119,103
Contributions	Other Recoveries			CHARGEABLE TO BUDGET
\$0	0			\$114,460
Associated Cost				TOTAL COST FOR SERVICE
\$0				\$119,103

AUTHORIZED RETIREMENTS	\$0	AUTHORIZED O & M	\$3,985
------------------------	-----	------------------	---------

Expansion Cost	\$0	Improvement Cost	\$0	Excess Facilities Cost	\$0
----------------	-----	------------------	-----	------------------------	-----

Justification of Expenditure

Town of Addison is extending Arapaho Road from Surveyor to Addison Road, crossing Midway Road, via bridge. The existing overhead lines on the east and west sides of Midway Road, are in conflict with the proposed bridge plans. To provide adequate clearance from the bridge structure 80 and 75 foot poles will replace the existing 45 and 50 foot poles where the crossings are made. Height differences will also require that surrounding poles be replaced. In all 14 poles on both sides of Midway will be replaced and 1350 feet of 3-477 acsr primary and #4 acsr neutral will be replaced with 3-795 eac primary and #2 aac neutral. This will enable the new crossings to satisfy all Oncor and NESC requirements for clearance. A total of \$28,600 is vouchered for this WR including the following: (1) \$1500 for surveying and staking; (2) \$14000 for relocation and transfer of facilities; (3) \$600 application fee for permit for recrossing DART tracks; (4) \$500 for overtime for transfer of one urd service during off hours; (5) \$10000 overtime for the installation of the two crossings over the DART track. Because this is a signature bridge the Town of Addison has asked that the crossings on both sides of Midway be underground rather than overhead. Therefore, the Town of Addison will be charged a DIC between the underground and overhead estimates of this work. This WR represents the overhead component of this cost.

DAVIS, JAMES EVERETT
Designed By

09/02/2003
Date

Concurred By

Date

Authorized By

Date

Distribution Information System WORK REQUEST AUTHORIZATION

Electric Project WR# 1992629

Crew Headquarters: FBR Project Type: REGON Mgmt Activity Code Electric: 00002300
 Customer Req. Date: 06/08/2004 Material Req. Date: 05/11/2004 Mgmt Activity Code Gas:
 Electric Loc Served: 0 Gas Loc Served: 0 SL/GL Served: 0

WR Name: TOWN OF ADDISON: RELOCATE OH FACILITIES FOR ARAPAHO RD PH3
 Service Location: NEW ARAPAHO RD EXTENSION BETWEEN SURVEYOR AND ADDISON RD
 Town: ADDISON

Total Cost Summary

Gross Additions	Removal Cost	Salvage	Vouchers	
\$50,784	\$7,295	\$0	\$11,075	
Plant 368	Plant 370	Gas Plant	AFUDC	Authorized Expenditure
\$4,752	\$0	\$0	\$0	\$79,842
Contributions	Other Recoveries			CHARGEABLE TO BUDGET
\$0	0			\$69,164
Associated Cost				TOTAL COST FOR SERVICE
\$0				\$79,842

AUTHORIZED RETIREMENTS	\$0	AUTHORIZED O & M	\$6,026
------------------------	-----	------------------	---------

Expansion Cost	\$0	Improvement Cost	\$0	Excess Facilities Cost	\$0
----------------	-----	------------------	-----	------------------------	-----

Justification of Expenditure

Town of Addison is constructing Arapaho Road Phase 3 from Surveyor to Addison Road. Five customers south of the new road right of way are served overhead from Addison Feeder 1604, which leaves Addison Substation west of Surveyor on Arapaho Road and runs east parallel to and north of the new road right of way and south of the railroad tracks until it reaches Midway Road. This feeder is in a 3' wide easement adjoining the south R.O.W. of the DART railroad. Town of Addison has asked that these five overhead primary taps which will cross the new road be placed underground. A sixth overhead primary tap, which is off the same feeder after it turns south on the west side of Midway Road, is service for Charter Furniture. This pole and line tap will not have sufficient clearance from the new bridge over Midway. The Town of Addison has also asked that this service be placed underground. Since each of these services to the six customers is an established one off a feeder which lies in easement or road right of way, Oncor requests reimbursement from the Town for this relocation. The Town's contractor will install conduit and a spare for each crossing and Oncor will install pads, transformers, and pull and terminate cable. A total vouchered amount of \$ 8350 includes the following (1) \$5040 for surveying, staking, and preparing easements for the six relocated overhead services; (2) \$3350 for boring cost to reach service points for 4 of these locations. Reimbursement by the Town of Addison will be in the amount of \$

DAVIS, JAMES EVERETT 06/30/2003
 Designed By Date

Concured By Date

Authorized By Date



Oncor
Distribution Division
301 S. Harwood
Suite 65
Dallas, TX 75201

FAX COVER

Date: 03.23.04

To: Luke Falbert

Company: _____ Fax: _____

From: James Davis

Phone: _____ Fax: 214-875-2266 Dept: _____

Re: AR-3 Cost Estimate

If any pages are not received, please call sender at number indicated above. Thanks.

Number of Pages (including cover page): 4

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between Town of Addison (Owner) and HNTB Corporation (Engineer), for the following reasons:

1. Owner intends to demolish all or part of buildings on Parcels 1, 2, 12, and 13 along the Arapaho Road Phase III roadway project (the Project); and,
2. Owner requires certain engineering services in connection with the Project (the Services); and,
3. Engineer is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be February 25, 2003.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas.

ARTICLE 3 - SCOPE OF SERVICES

Engineer shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

Engineer shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment C, Compensation.

Notwithstanding anything to the contrary in this Agreement or Attachment C, should the Services under this Agreement include products or services that are commercially priced by Engineer, such amounts shall be invoiced to Owner at the catalog price(s) offered by Engineer and are not subject to audit on the basis of costs incurred.

Invoices shall be due and payable upon receipt. Invoices will be submitted every 30 days. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay Engineer's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment D, Owner's Responsibilities.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under

similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. Engineer agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by the Engineer's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of Engineer and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

Consequential Damages. To the fullest extent permitted by law, Engineer shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

Engineer shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner and Engineer as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and Engineer, each to the same extent.

Engineer and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and Engineer to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

In the event the Owner requests Engineer to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Engineer for review at least 15 days prior to the requested date of execution. Engineer shall not be required to execute any certificates or documents that in any way would, in Engineer sole judgment, (a) increase Engineer's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Engineer having to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall indemnify and hold harmless Engineer and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon

written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement. Engineer shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:

Owner:

Michael Murphy, P.E.,
Director of Public Works
P.O. Box 9010
Addison, Texas 75101-9010

Engineer:

Benjamin J. Biller P.E.
Vice President
Central Division
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and Engineer.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and Engineer arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of

its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The Engineer hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

Engineer affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Engineer's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

Engineer further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement

from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Engineer may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Town of Addison, Texas
(Owner)

Signature: *Row Whitehead*

Name: Row Whitehead

Title CITY MANAGER

Date 3-3-03

HNTB Corporation
(Engineer)

Signature: *Ben Biller*

Name: BEN BILLER, P.E.

Title VICE PRESIDENT

Date 2/14/03

ATTACHMENT A SCOPE OF SERVICES

1. Engineer shall perform the following Services:

The following Services shall result in one bid package to include Parcel 1 (Brick Yard), Parcel 2 (Automotive Garage), and Parcels 12 and 13 (Mini Storage).

Engineer will prepare plans and specifications for bidding and demolition of one single-story building on Parcel 1 and two separate single-story buildings on Parcel 2. Plans and specifications for demolition of a portion of two single-story storage buildings (See Exhibit 1) and design of a new end wall system to re-enclose the buildings on Parcels 12 and 13 will also be prepared. The proposed services include:

- ROW map showing property limits for each site with any temporary construction easements.
- Removal plan showing limits of removals of existing structures, pavement, and utility connections at each site.
- Grading plan showing final contours at each site after removals are completed.
- Storm water pollution prevention plans showing measures to be implemented at each site.
- Plans for pavement replacement or repair needed due to partial demolition of the storage buildings.
- Include in the contract and bidding documents the results of asbestos testing and recommendations made during Environmental Site Assessments (done by other firms under separate contracts) on each of the three separate sites.
- Prepare advertisement for bidders; provide 15 half-size sets of plans and bid documents; conduct pre-bid meeting; prepare necessary addenda and respond to bidder's questions; prepare bid tabulation; recommend a bidder for the award of the demolition contract after performing reference checks.
- Provide three (3) full-size sets of plans and specifications for Owner; and three (3) full-size sets of plans and specifications for Contractor; conduct pre-construction meeting; respond to Requests for Information; review submittals, as required by the contract documents; attend final inspection and prepare punch list.

Engineer will provide structural engineering services for the removal of a portion of two single story storage buildings and design of a new end wall system to re-enclose the buildings. The proposed services include:

- The evaluation of the structural implications of the partial demolition of the buildings and inclusion of basic instructions to maintain the structural integrity of the buildings during the demolition and prior to reconstruction of the end walls.
- Evaluation of the lateral and gravity load stability of the portion of the existing buildings to remain and the design of modifications to re-establish stability.
- Structural design of new foundations and new end wall systems.
- Engineer shall provide contract documents in the form of drawings and technical specifications for the above scope of work, for inclusion in the project construction documents package.
- Engineer will review shop drawings and contractor submittals and respond to questions and RFI's relative to the above scope of work during the construction phase of the work.

Engineer will provide architectural design services relative to the removal of a portion of two single story storage buildings and design of a new end wall system to re-enclose the buildings. The proposed services include:

- The evaluation of architectural implications of the partial demolition of the buildings.

- The evaluation and design of the roofing and wall systems to re-construct the architectural systems of the building envelope, including roofing, wall joints, insulation systems and finishes.
- Engineer will provide architectural drawings and prepare architectural technical specifications for inclusion in the project specification manual.
- Engineer will review shop drawings and contractor submittals and respond to questions and RFI's relative to the above scope of work during the construction phase of the work.

These services are contingent on a finding of no Recognized Environmental Conditions (REC) during Phase I and any Phase II Environmental Site Assessments on the sites to be acquired. Additional services may be necessary if RECs are found.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
 - 90% plans and specifications according to the schedule in Attachment B
 - 100% plans and specifications
 - Notice to Bidders for advertisement

**ATTACHMENT B
SCHEDULE**

Engineer shall perform the Services and deliver the related Documents according to the following schedule:

- 90% plans will be submitted for review within 30 calendar days of notice to proceed.
- 100% plans will be submitted for review within 14 calendar days of receiving comments from Owner.
- Administer the final bidding process according to the bid date set by Owner.

**ATTACHMENT C
ARAPAHO ROAD PHASE III
DEMOLITION OF EXISTING BUILDINGS
ESTIMATE OF MANHOURS - ENGINEERING SERVICES**

	Number of Sheets	Project Manager	Project Architect/ Engineer	CADD	Clerical
I Building Demolition Plans and Specs - Engineering Site Work					
A. Parcel 1 (Brick Yard)					
a. Cover Sheet	1		1	1	
b. Right-of-Way map	1		1	2	
c. Removal Plan and Utility Modifications	1		5	2	
d. Grading and Site Plan	1		1	2	
e. Storm Water Pollution Prevention Plan	1		2	2	
f. Specifications and Contract Documents		2	12		2
B. Parcels 12 and 13 (Mini Storage)					
a. Right-of-Way map	1		1	2	
b. Removal Plan and Utility Modifications	1		5	3	
c. Grading and Site Plan (temp. fencing)	1		4	2	
d. Storm Water Pollution Prevention Plan	1		2	2	
e. Specifications and Contract Documents		1	4		
f. Architectural Drawings and Details	1	2	16		
g. Architectural Specifications		2	10		
h. Site visit to determine building construction requirements for new wall and roofing material and attachments.			4		
i. Structural Design of Wall, Foundation, Lateral Stability	3	4	16	16	
j. Structural Specifications		2	12		4
k. Project Management		2			
C. Parcel 2 (Automotive Garage)					
a. Right-of-Way map	1		1	2	
b. Removal Plan and Utility Modifications	1		5	2	
c. Grading and Site Plan	1		2	4	
d. Storm Water Pollution Prevention Plan	1		2	2	
e. Specifications and Contract Documents		1	4		2
f. Project Management		2			
I. Subtotal Hours	-	18	110	44	8
II Project Management and Administration					
A. Bidding and Contract Award					
1. Prepare Advertisement for Bidders		1	4		1
2. Print 15 Blue-line Sets of Plans & Bid Documents			2	4	
3. Prepare Addenda & Respond to Bidder's Questions		2	12		
4. Attend Bid Opening and Prepare Bid Tabulation		1	6		
5. Recommend a Bidder to the Town of Addison		1	1		1
B. Construction					
1. Provide 3 Full-size Blue-line Sets-Town & Contractor			2	2	
2. Review Architectural Submittals/Respond to Questions		1	10		
2. Review Structural Submittals/Respond to Questions		2	12		
2. Review other Submittals/Respond to Questions		2	3		
II. Subtotal Hours	-	10	52	6	2
Total Hours	-	28	162	50	10
Labor Rates	-	\$55	\$35	\$25	\$18
Direct Labor Cost	-	\$1,540	\$5,670	\$1,250	\$180

Total Direct Labor **\$8,640**

Indirect Labor, Overhead

\$13,306

\$21,946

Profit and contingency

\$3,292

Expenses

\$475

Total Fee for Demolition Services

\$25,712

**ATTACHMENT D
OWNER'S 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:

1. Authorize Engineer in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. 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.
3. Make facilities to be demolished available to Engineer as required for performance of the Services under this Agreement.
4. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and Engineer and requiring Contractors to name Owner and Engineer as Additional Insureds on Contractors' liability insurance policies.
5. 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.
6. 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.



DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION

PARCEL 13

PARCEL 12

ARAPAHO ROAD

PARCEL 11

BULLOUGH / LYKOS
OFFICE BUILDING
NO. 1, L.P.

STRUCTURE TO BE PARTIALLY
DEMOLISHED AND MODIFIED BY
THE TOWN OF ADDISON

STRUCTURES TO BE DEMOLISHED
BY THE TOWN OF ADDISON

PUBLIC STORAGE OF DALLAS, LTD.

STRUCTURE TO BE PARTIALLY
DEMOLISHED AND MODIFIED BY
THE TOWN OF ADDISON

NO.	DATE	REVISION	APPROV.
HNTB ARCHITECTS ENGINEERS PLANNERS <i>The HNTB Companies</i>			
ARAPAHO ROAD - PHASE III			
SURVEYOR BOULEVARD TO ADDISON ROAD			
EXHIBIT 1			
TOWN OF ADDISON, TEXAS			
Design	Drawn	DATE	SCALE PROJECT NO. SHEET NO.
Check	Check	JAN 03	1"=60' 25768

04-FEB-2003 0
G:\25768-ph3\h...xhibits\storage\fac111.tj2.dgn

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

FAST FORWARD DEMOLITION

RT. 5 BOX 305 F

BONHAM, TEXAS 75418

PHONE: 903-640-WRECK (9732)

TOLL FREE: 866-640-WRECK (9732)

FAX: 903-583-4126

SEND TO: TOWN OF ADDISON	FROM: MICKEY HEMBY
ATTENTION: LUKE JALBERT	DATE: February 10, 2004
OFFICE LOCATION: ADDISON	OFFICE LOCATION: BONHAM, TEXAS
FAX: 972-450-2827	PHONE NUMBER: 903-640-9732 866-640-9732

PAGES INCLUDING COVER: 2

COMMENTS:

Re: Change order

FAST FORWARD DEMOLITION

RT. 5 BOX 305 F

BONHAM, TEXAS 75418

PHONE: 903-640-WRECK (9732)

TOLL FREE: 866-640-WRECK(9732)

FAX: 903-583-4126

CHANGE ORDER

SEND TO:TOWN OF ADDISON	FROM: MICKEY HEMBY
ATTENTION:LUKE JALBERT	DATE: February 10, 2004
OFFICE LOCATION:ADDISON	OFFICE LOCATION: BONHAM, TEXAS
FAX NUMBER:972-450-2827	PHONE NUMBER: 903-640-9732

JOB:ARAPAHO ROAD PHASE III DEMOLITION

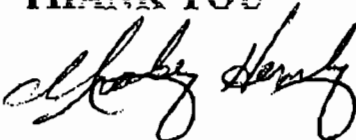
CHANGE: 941 FT. CHAIN LINK FENCE(L&C FENCE CO.)

AMOUNT: \$11,533.00

+ \$ 1,729.95 15% Burden

\$13,262.95 TOTAL

THANK YOU



MICKEY HEMBY

FROM :

FAX NO. :2148231066

Jan. 28 2004 01:21PM P2

DFW COMMERCIAL FENCE INC.

928 S. PEAK ST
DALLAS, TEXAS 75223
214-823-3623
FAX# 214-823-1066
ESTIMATE & PROPOSAL

Name CITY OF ADDISON
Address 16801 WESTGROVE
City ADDISON State TX Zip 75001
Job Name WATSON AND TAYLOR MINI STORAGE
Phone (Hm.) 972-450-2860 (Wk.) 972-450-2837 FX

WOOD MATERIAL

This contract is subject to the terms and conditions stated below, and is not binding upon DFW Commercial Fence, Inc. until accepted.

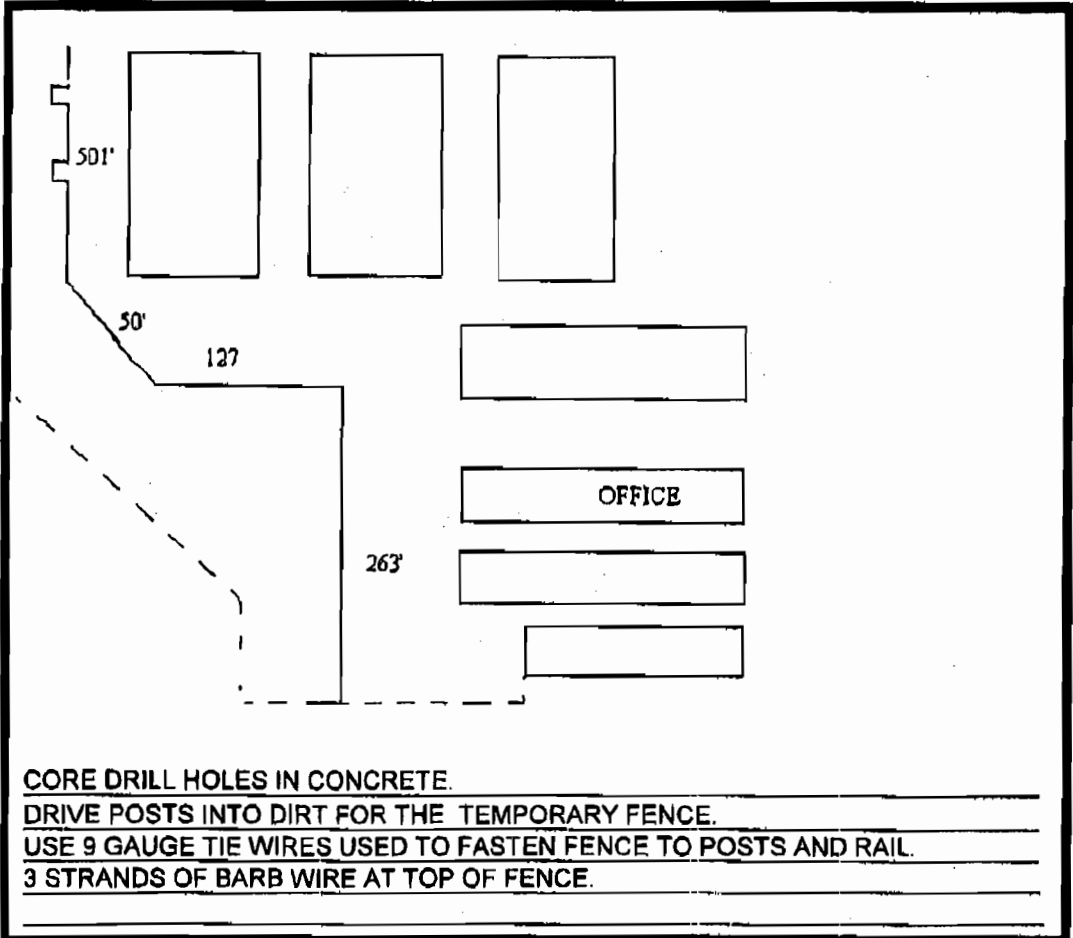
Style _____
Footage _____
Height _____
Point _____
Horizontal Rails _____
Posts _____
Gates _____

CHAIN LINK MATERIAL

Height 6 FEET
Footage 941 FEET
Fabric Gauge 9 GAUGE
Top Rail 1 3/8" O.D. CQ20
Terminal Post 2 3/8" O.D. CQ20
Line Post 1 7/8" O.D. CQ20
Gate Post NONE O.D. 0
Gates NONE

ORNAMENTAL IRON MATERIAL

Height _____
Footage _____
Horizontal Rails _____
Pickets _____
Line Posts _____
Gate Post _____
Gates _____
Mapco No. _____



CORE DRILL HOLES IN CONCRETE.
DRIVE POSTS INTO DIRT FOR THE TEMPORARY FENCE.
USE 9 GAUGE TIE WIRES USED TO FASTEN FENCE TO POSTS AND RAIL.
3 STRANDS OF BARB WIRE AT TOP OF FENCE.

DFW Commercial Fence, Inc. (herein referred to as DFW), reserve the right to accept or reject any order. When accepted by DFW this order becomes a contract. It is understood that DFW has the right to repossess without recourse or trespass all materials not paid for according to the term of the contract. If it is agreed that more or less materials and labor than contracted for shall be debited or credited at current rates. For example more footage will be added, less footage will be deducted. The customer is solely responsible for locating, staking, and clearing fence lines. If the customer desires DFW to clear the lines, we can do so at a predesignated charge. Also there will be an additional charge if rock incurred while digging. The salesman will assist the customer in determining where the fence is to be erected, but in no circumstance does DFW assume any responsibility regarding property lines or in any way guarantee their accuracy. If the property pins cannot be located, it is best for the customer to get the property surveyed. DFW is not responsible for repairing any underground sewer lines-sprinkler lines-water lines-electric lines etc. unless DFW is informed of their location prior to fence construction. (By plat or stakes). Initial Here _____

All wood used in fences allows knots, small splits, and weather checks. DFW does not know and cannot state how long the fence will last. DFW does propose to furnish all labor and materials so specified to do said work in a good workmanship like manner in accordance with the standard practice for this area. The company does also agree to have all workers covered by insurance. DFW further guarantees all material to be paid for by the company. DFW welcomes its customers to visit our plant for inspection of our material and facilities.

It is understood that after three (3) days the purchaser cannot revise or cancel this contract without the consent of the contractor, also that only written agreements in this contract are binding, that conditions beyond contractors control that may delay construction will not justify cancellation of this contract. Two (2) year warranty against faulty material and/or workmanship. One (1) year warranty on all electrical devices. **PURCHASER AGREES TO PAY 40% OF THE TOTAL CONTRACT UPON SIGNING AND THE BALANCE ON COMPLETION** unless other arrangements are made at the time of signing this contract.

DATE 1-27-04 Bldg. Permit Fee ADDITIONAL AS REQUIRED
Total Cost AS LISTED ABOVE \$11,533.00

REPRESENTATIVE RYAN BATES

OFFICE CONTACT LEANNE

ACCEPTED DFW COMMERCIAL FENCE, INC. PURCHASER
BY _____ BY _____

MASTERCARD/VISA CHARGES ADD 3 %



COMMERCIAL FENCE, INC.

**928 S. PEAK ST
DALLAS, TEXAS 75223**

214-823-3623
FAX# 214-823-1066

FAX TRANSMITTAL SHEET

DATE 1-28-04 PAGES TO FOLLOW 1
TO CITY OF ADDISON
ATTN LUKE JALBERT
FAX# 972-450-2837
FROM RYAN BATES

FAX NOTES

PLEASE REVIEW AND IF YOU HAVE ANY QUESTIONS
GIVE ME A CALL AT 214-823-3623
THANKS,
RYAN BATES

ATLANTIS SERVICES

INTEGRITY COMMITMENT VALUE

Raymond B. Shade
Senior Account Executive

HVAC - Plumbing
901 Waterfall Way, Suite 500
Richardson, Texas 75080

972.644 - 8859
(fax) 972.644 - 5318
(cell) 469.951 - 8853



PLUMBING

606 Business Parkway • Richardson, Texas 75081
214 369 9900 • 972 783 1382 • FAX 972 783 8668

September 11, 2003

Town of Addison
16801 Westgrove
Addison, TX 75001
Attn: Luke

Sir,

Please find the following job description of the proposal for the new water service:

1. Saw cut and remove approximately 100 feet of asphalt parking lot.
2. Excavate from the existing tee on the water main 100 feet down stream of the meter to the one remaining building.
3. Install two hundred and forty feet of new 1-inch sch ~~40 PVC~~ for the new service.
4. Acquire the city inspection. *COPPER*
5. Backfill all excavation sites.
6. Wash down asphalt work area.

If you have any questions or I can be of any additional service, please advise.

Sincerely,

Larry Parker
Customer Service

ATLANTIS SERVICES

MECHANICAL CONTRACTOR

A SINGLE SOURCE HVAC & PLUMBING MECHANICAL SERVICE

Serving the Commercial and Industrial Markets

HVAC & PLUMBING

- ◆ Service 24/7/365
- ◆ Value Based Maintenance Agreements
- ◆ Installation
- ◆ Equipment Retrofit, Change-Out and Up-Grade
- ◆ Emergency Service Repairs
- ◆ Mechanical Projects

DEDICATED SERVICE TECHNICIANS

- ◆ 13 Years Average HVAC and Plumbing Experience
- ◆ A Minimum of Five Years of Trade Schooling
- ◆ All Licensed Journeyman by the State of Texas
- ◆ Multiple Certifications from Manufacturers Academies
- ◆ Mobile Dispatched with New State of the Art Equipment
- ◆ Committed to Service and Total Customer Satisfaction

VALUE BASED MAINTENANCE AGREEMENTS

- ◆ Free Survey and Evaluation of Equipment and System
- ◆ Energy Conservation Value Based Proposal
- ◆ Preferential 24/7/365 Emergency Service for HVAC and Plumbing
- ◆ Semi-Annual Review with Customer on Equipment Performance and Condition
- ◆ Assigned Technician, Supervisor and Account Representative

CAPABILITIES

- ◆ Roof Top Packaged Units
- ◆ Reciprocating & Centrifugal Chillers
- ◆ Computer Room & Split Systems
- ◆ DDC & Pneumatic Controls
- ◆ Constant Volume & VAV
- ◆ Back-Flow Testing
- ◆ Hydrojetting
- ◆ Tenney Environmental Chambers
- ◆ Electronic Leak Detection
- ◆ Cooling Tower Replacements
- ◆ Compressor Change Outs
- ◆ RTU Replacements
- ◆ Stop Inspections
- ◆ Chiller Replacements
- ◆ Medical Gas Certified
- ◆ Camera Video Inspection
- ◆ Walk-in Coolers/Freezers
- ◆ Refrigeration Service

Over Two Hundred Years Combined Experience in the DFW Area



Service & Emergency Calls:



901 Waterfall Way Ste. 500
Richardson, TX 75080
(972) 644-8859
Fax: (972) 644-5318
www.atlantismechanical.com

972-644-8859

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/05/2002

PRODUCER
Bibby, Brillling & Associates, L.L.P.
5031 McKinney Avenue
Dallas TX 75205-3425

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

INSURERS AFFORDING COVERAGE

INSURED
Atlantis Services
901 Waterfall Way Suite 500
Richardson TX 75080

INSURER A: Trinity Universal Insurance Company
INSURER B: Texas Work Comp Insurance Fund
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	GLA4056221	10/27/2002	10/27/2003	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (A, B, C, D) \$ 100,000 MED EXP (ANY DISEASE) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONVEYANCE \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	TCA8722698	10/27/2002	10/27/2003	COMBINED SINGLE LIMIT (P & BODILY) \$ 1,000,000 BODILY INJURY (P & BODILY) \$ BODILY INJURY (P & BODILY) \$ PROPERTY DAMAGE (P & BODILY) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	UO3722698	10/27/2002	10/27/2003	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	TSF-0001102159	10/27/2002	10/27/2003	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Physical Damage Coverage	TCA8722698	10/27/2002	10/27/2003	Comprehensive: \$500.00 Collision: \$500.00

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER | **ADDITIONAL INSURED, ENDORSEMENT LETTER** | **CANCELLATION**
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE

CUSTOMER REFERRALS

City of Allen

One Allen Civic Center
Allen, Texas

City of Plano

4200 W. Plano Parkway
Plano, Texas 75093

TXU – Grubb & Ellis

301 S. Harwood
Dallas, Texas 75201

RREEF Management

1406 Halsey Way
Carrollton, Texas 75007

Laboratory Corp. of America

777 Forest Lane
Dallas, Texas 75230

Corporate USA

1420 West Mockingbird Lane
Dallas, Texas 75247

Triad Properties

14881 Quorum Drive
Dallas, Texas 75240

Equity Office Properties Trust

1111 Forest, Lakeside & NCP111
Dallas, Texas 75251

Jones Lang LaSalle

500 N. Central Expressway
Plano, Texas 75074

Today Realty Management

17400 Dallas Parkway
Dallas, Texas 75287

Transwestern

3838 Oak Lawn
Dallas, Texas 75219

Brook Partners Inc.

301 N. Market
Dallas, Texas 75202

Suncase Properties Corp

811 S. Central Expressway
Richardson, Texas 75080

Metric Management

13747 Monfort
Dallas, Texas 75240

Anterra Management

5520 LBJ Freeway
Dallas, Texas 75240

Brian Blythe

Maintenance Foreman
972-727-7569

Richard Medlin

Facility Manager
972-964-4264

Billy Conn

Senior Engineer
214-875-2413

Lorie Rich

Property Manager
972-323-8400

Judy Guffee

Safety Officer
972-566-3335

Johnny Gil

Chief Engineer
214-688-1116

Jerome O'Rear

Leading Chief Engineer
972-233-7801

Charles Hamilton

Chief Engineer
972-934-7930

Billy Ward

Chief Engineer
972-881-4646

Candy Sargent

V.P. Management
972-407-9067

Bart Pack

Chief Engineer
469-323-5446

Joan Shuffield

Property Manager
214-761-9465

Sam Pettigrew

Properties Manager
972-669-9121

John Todd

Construction Manager
972-934-0050

David Shaffer

V.P. Service & Const.
972-404-7100

Attachment 2

TPDES General Permit TXR150000



CONSTRUCTION SITE NOTICE

FOR THE
 Texas Commission on Environmental Quality (TCEQ)
 Storm Water Program
TPDES GENERAL PERMIT TXR150000

The following information is posted in compliance with Part II.D.2. of the TCEQ General Permit Number TXR150000 for discharges of storm water runoff from construction sites. Additional information regarding the TCEQ storm water permit program may be found on the internet at:

www.tnrcc.state.tx.us/permitting/waterperm/wwperm/tpdestorm

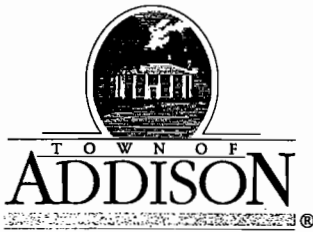
Contact Name and Phone Number:	MICKET HEMBY 903-819-1310
Project Description: <small>((Physical address or description of the site's location, estimated start date and projected end date, or date that disturbed soils will be stabilized))</small>	ARADAHO RD & ADDISON RD. DEMO OF EXISTING BRDES FOR FUTURE EXTENSION OF ARADAHO RD.
Location of Storm Water Pollution Prevention Plan :	ON SITE WITH SUPERINTENDENT

For Construction Sites Authorized Under Part II.D.2. (Obtaining Authorization to Discharge) the following certification must be completed:

I MICKET HEMBY (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part II.D.2. of TPDES General Permit TXR150000 and agree to comply with the terms of this permit. A storm water pollution prevention plan has been developed and implemented according to permit requirements. A copy of this signed notice is supplied to the operator of the MS4 if discharges enter an MS4 system. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Micket Hemby
 Signature and Title

9/02/03
 Date



FINANCE DEPARTMENT/PURCHASING DIVISION
E-mail msuh@ci.addison.tx.us

Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7091
P.O. Box 9010 Addison, Texas 75001

August 1, 2003

903-583-3851

Fast Forward Demolition
Mickey Hemby
Rt. 5 Box 305-F
Bonham, TX 75418

Re: NOTICE TO PROCEED- BID NO. 03-19 Arapaho Phase III Demolition

Dear Mr. Hemby:

This document shall serve as your Notice to Proceed for the above referenced Project, and is issued and effective August 13, 2003 to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents. Enclosed is your copy of the signed contract.

The proposed improvements and work shall be completed within with the original contract price of \$97,432.00. Please include the Project name and Bid No. 03-19 on all monthly invoices or other correspondence to the Town of Addison.

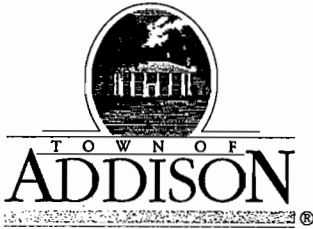
Should you have any questions, please contact my office at 972-450-7091.

Sincerely,

Minok Suh
Purchasing Coordinator

Enclosure

Cc: Steve Chutchian
Luke Jalbert



FINANCE DEPARTMENT/PURCHASING DIVISION
E-mail msuh@ci.addison.tx.us

Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7091
P.O. Box 9010 Addison, Texas 75001

August 1, 2003

Fast Forward Demolition
Mickey Hemby
Rt. 5 Box 305-F
Bonham, TX 75418

Re: NOTICE TO PROCEED- BID NO. 03-19 Arapaho Phase III Demolition

Dear Mr. Hemby:

This document shall serve as your Notice to Proceed for the above referenced Project, and is issued and effective August 13, 2003 to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents. Enclosed is your copy of the signed contract.

The proposed improvements and work shall be completed within with the original contract price of \$97,432.00. Please include the Project name and Bid No. 03-19 on all monthly invoices or other correspondence to the Town of Addison.

Should you have any questions, please contact my office at 972-450-7091.

Sincerely,

Minok Suh
Purchasing Coordinator

Enclosure

Cc: ~~Steve Chutchian~~
~~Luke Jalbert~~

P.W.

SECTION CA
CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 24th day of June, 2003, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Fast Forward Demolition, of the City of Bonham, County of Fannin, 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:

DEMOLITION OF PARCELS 1, 2, 3, 12 & 13

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

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 60 calendar days after he commences work, and to complete all work within 125 calendar days after the date of written notice, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR \$97,432.00 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: R. W. Wilton

C. MORAN
City Secretary

[Signature]
Party of the Second Part
(CONTRACTOR)

ATTEST:

_____ By: _____

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

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ of said corporation; that said DEMOLITION OF PARCELS 1, 2, 3, 12 & 13 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: _____

Corporate Seal

RESOLUTION NO. R03-064

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE AMOUNT OF \$97,432.00 WITH FAST FORWARD DEMOLITION FOR DEMOLITION OF STRUCTURES AT THREE SITES ON THE ARAPAHO ROAD, PHASE III PROJECT.

WHEREAS, demolition of certain existing structures are needed in conjunction with the proposed construction of Phase III of Arapaho Road from Surveyor Boulevard to Addison Road; and,

WHEREAS, demolition will include the properties of Metro Brick (Parcel 1), Joe's Auto Body (Parcel 2) and Watson & Taylor Storage (Parcels 12 and 13); and,

WHEREAS, any asbestos abatement requirements are addressed in the demolition plans and specifications completed by the HNTB Corporation; and,

WHEREAS, Fast Forward Demolition submitted the lowest responsive bid and has successfully completed demolition projects of other municipalities in the area; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

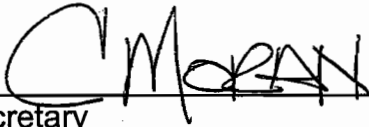
THAT, the City Council does hereby authorize the City Manager to enter into a contract in the amount of \$97,432.00 with Fast Forward Demolition for demolition of structures at three sites on the Arapaho Road, Phase III project.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON,
TEXAS, this the 24th day of June, 2003.



Mayor

ATTEST:



City Secretary

Passed
6-24-03

#2e-1

Council Agenda Item: #2e

SUMMARY:

This item is for the award of contract to Fast Forward Demolition, in the amount of \$97,432.00, for the demolition of structures at three sites on the Arapaho Road, Phase III project.

FINANCIAL IMPACT:

Budgeted Amount:	Not specifically budgeted, but funds are available as part of the Arapaho Road, Phase II/III project, totaling \$20.5 million.
Construction Cost:	\$97,432.00

BACKGROUND:

In conjunction with the proposed construction of Phase III of Arapaho Road, from Surveyor Blvd. to Addison Rd., it is necessary to perform demolition of certain existing structures at three sites. The proposed demolition will include the following properties:

- | | |
|-------------------------|-------------------|
| Metro Brick | (Parcel 1) |
| Joe's Auto Body | (Parcel 2) |
| Watson & Taylor Storage | (Parcels 12 & 13) |

The Metro Brick and Joe's Auto Body sites consist of the demolition of existing single-story buildings and performing subsequent grading of the remaining property. The Watson & Taylor site consists of demolition of numerous storage units within the proposed roadway alignment and reconstruction of end walls to restore the integrity of remaining storage units. Any asbestos abatement requirements are also addressed in the demolition plans and specifications. The firm of HNTB Corporation prepared engineering plans and specifications for the demolition of these sites. Attached is a bid tabulation for this project. Fast Forward Demolition submitted the lowest responsive bid, in the amount of \$97,432.00, and 120 calendar days. This amount is within the engineering estimate of \$125,000. The contractor was subjected to an extensive reference check by the Engineer and staff, and was found to have successfully completed demolition of several related properties in other municipalities in the area.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with Fast Forward Demolition, for demolition of structures at three sites on the Arapaho Road, Phase III Project, in the amount of \$97,432.00.

**Arapaho Phase III Demolition
 BID NO 03-19**

DUE: June 10, 2003

2:00 PM

BIDDER	SIGNED	Bid Bond	a1	Base Bid
Cambria Contracting, Inc.	y	y	y	\$157,000.00
Lindamood Construction	y	y	y	\$175,000.00
Fast Forward Demolition	y	y	y	\$97,432.00

Minok Suh

Minok Suh, Purchasing Coordinator

Corey Gayden

Corey Gayden, Witness

#20-2



T O W N O F
ADDISON
®

FINANCE DEPARTMENT/PURCHASING DIVISION

Facsimile (972) 450-7096

P.O. Box 9010

5350 Belt Line Road

Addison, Texas 75001

(972) 450-7091

June 24, 2003

Fast Forward Demolition
Mickey Hemby
Rt. 5 Box 305-F
Bonham, TX 75418

NOTICE OF AWARD: 03-19 Arapaho Phase III Demolition

Dear Mr. Hemby:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 03-19.

Enclosed please find four (4) completed copies of the contract to be signed by an authorized officer or principal of your firm.

Please send the signed contracts along with the necessary insurance certificates, Maintenance and Payment Bonds as soon as possible to the Procurement Office at PO Box 9010, Addison TX 75001-9010, but no later than July 9, 2003. The City Manager, Ron Whitehead, will sign the contracts and a Notice to Proceed will be issued to you, along with an original copy of the agreement.

If you have any questions or if I can be of assistance to you, please contact me at 972-450-7089 or Minok Suh, Procurement Coordinator, at 972-450-7091.

Sincerely,

Jennie Eastman
Procurement Manager

Enclosures

Copy: Steve Chutchian
Luke Jalbert

*Squeeze to
me page*

DATE SUBMITTED: June 13, 2003
FOR COUNCIL MEETING: June 24, 2003

*OK as
noted
JEP*

Council Agenda Item:

SUMMARY:

This item is for the award of contract to Fast Forward Demolition, in the amount of \$97,432.00, for the demolition of structures at three sites on the Arapaho Road, Phase III project.

FINANCIAL IMPACT:

Budgeted Amount: Not specifically budgeted, but funds are available as part of the Arapaho Road, Phase II/III project, totaling \$20.5 million.

Construction Cost: \$97,432.00

BACKGROUND:

In conjunction with the proposed construction of Phase III of Arapaho Road, from Surveyor Blvd. to Addison Rd., it is necessary to perform demolition of certain existing structures at three sites. The proposed demolition will include the following properties:

Metro Brick	(Parcel 1)
Joe's Auto Body	(Parcel 2)
Watson & Taylor Storage	(Parcels 12 & 13)

The Metro Brick and Joe's Auto Body sites consist of the demolition of existing single-story buildings and performing subsequent grading ~~and dressing~~ of the remaining property. The Watson & Taylor site consists of demolition of numerous storage units within the proposed roadway alignment and reconstruction of end walls to restore the integrity of remaining storage units. Any asbestos abatement requirements are also addressed in the demolition plans and specifications. The firm of HNTB Corporation prepared engineering plans and specifications for the demolition of these sites.

Attached is a bid tabulation for this project. Fast Forward Demolition submitted the lowest responsive bid, in the amount of \$97,432.00, and 120 calendar days. This amount is within the engineering estimate of \$125,000. The contractor was subjected to an extensive reference check by the Engineer and staff, and was found to have successfully completed demolition of several related properties in other municipalities in the area.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with Fast Forward Demolition, for demolition of structures at three sites on the Arapaho Road, Phase III Project, in the amount of \$97,432.00.

**Arapaho Phase III Demolition
 BID NO 03-19**

DUE: June 10, 2003

2:00 PM

BIDDER	SIGNED	Bid Bond	a1	Base Bid
Cambria Contracting, Inc.	y	y	y	\$157,000.00
Lindamood Construction	y	y	y	\$175,000.00
Fast Forward Demolition	y	y	y	\$97,432.00

Minok Suh

Minok Suh, Purchasing Coordinator

Corey Gayden

Corey Gayden, Witness

DATE SUBMITTED: June 16, 2003
FOR COUNCIL MEETING: June 24, 2003

Council Agenda Item:

SUMMARY:

This item is for the award of contract to Fast Forward Demolition, in the amount of \$97,432.00, for the demolition of structures at three sites on the Arapaho Road, Phase III project.

FINANCIAL IMPACT:

Budgeted Amount: Not specifically budgeted, but funds are available as part of the Arapaho Road, Phase II/III project, totaling \$20.5 million.
Construction Cost: \$97,432.00

BACKGROUND:

In conjunction with the proposed construction of Phase III of Arapaho Road, from Surveyor Blvd. to Addison Rd., it is necessary to perform demolition of certain existing structures at three sites. The proposed demolition will include the following properties:

Metro Brick	(Parcel 1)
Joe's Auto Body	(Parcel 2)
Watson & Taylor Storage	(Parcels 12 & 13)

The Metro Brick and Joe's Auto Body sites consist of the demolition of existing single-story buildings and performing subsequent grading of the remaining property. The Watson & Taylor site consists of demolition of numerous storage units within the proposed roadway alignment and reconstruction of end walls to restore the integrity of remaining storage units. Any asbestos abatement requirements are also addressed in the demolition plans and specifications. The firm of HNTB Corporation prepared engineering plans and specifications for the demolition of these sites. Attached is a bid tabulation for this project. Fast Forward Demolition submitted the lowest responsive bid, in the amount of \$97,432.00, and 120 calendar days. This amount is within the engineering estimate of \$125,000. The contractor was subjected to an extensive reference check by the Engineer and staff, and was found to have successfully completed demolition of several related properties in other municipalities in the area.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with Fast Forward Demolition, for demolition of structures at three sites on the Arapaho Road, Phase III Project, in the amount of \$97,432.00.

**Arapaho Phase III Demolition
 BID NO 03-19**

DUE: June 10, 2003

2:00 PM

BIDDER	SIGNED	Bid Bond	a1	Base Bid
Cambria Contracting, Inc.	y	y	y	\$157,000.00
Lindamood Construction	y	y	y	\$175,000.00
Fast Forward Demolition	y	y	y	\$97,432.00

Minok Suh

Minok Suh, Purchasing Coordinator

Corey Gayden

Corey Gayden, Witness

DATE SUBMITTED: June 16, 2003
FOR COUNCIL MEETING: June 24, 2003

Council Agenda Item:

SUMMARY:

This item is for final payment and acceptance of improvements performed by Barson Utilities, Inc., for construction of the Brookhaven Club Sanitary Sewer Line Project.

FINANCIAL IMPACT:

Budgeted Amount:	\$550,000.00
Final Construction Cost:	\$556,846.00
Source of Funds:	Funds are available from FY 2002-03 Water and Sewer Fund, as indicated in the Five Year Capital Replacement Program.

BACKGROUND:

The Public Works Department established a need for the rehabilitation of an existing 10" sanitary sewer main adjacent to Brookhaven Club Drive. In addition, a new 10" sanitary sewer main was constructed at this location, in order to eliminate an aerial line that crosses Farmers Branch Creek, and to provide added wastewater flow capacity. A contract was awarded to Barson Utilities, Inc. for construction of this project. The original contract price for these improvements was \$512,828.00. The final construction cost of this project was \$556,846.00, which represents a \$44,018.00 increase from the original contract amount. The increased cost was substantially due to a \$41,675.00 construction change order, which was the result of a field determination that an additional 30 ft. deep manhole was necessary for future maintenance needs adjacent to an existing town home property. This manhole was in close proximity to the foundation of the town home, and the contractor had to construct it in a limited work zone with low overhead power lines. Normal drilling equipment could not be used. Consequently, the manhole was hand mined and new outer walls constructed in concrete lifts. In addition, this project included an incentive/disincentive provision, whereby; the contractor would be awarded \$1,000.00 per day for early completion of the project, to a maximum award of \$25,000. The Town acknowledged the successful completion of the construction improvements within the contractual time limit. However, the contractor did not qualify for any incentive payment. The contractor has submitted his Affidavit of Bills Paid, Consent of Surety Company to Final Payment, and One-Year Maintenance Bond.

RECOMMENDATION:

Staff recommends that Council authorize final payment of \$27,842.30 to Barson Utilities, Inc., and accept construction of the Brookhaven Club Sanitary Sewer Line Project.

BARSON UTILITIES, INC.
 5328 WEST LEDBETTER
 DALLAS, TEXAS 75236
 214-941-9700
 214-941-8533 FAX

BUI JOB NO: 03-0007


OWNER: Town of Addison
 PROJECT: Brookhaven Club Sanitary Sewer Line
 NUMBER OF DAYS: 85 DAYS
 W.O. DATE: 1-13-03
 DAYS USED: 95 Days


ESTIMATE PERIOD:
 FINAL-RETAINAGE

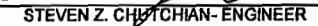
PRJ. NO: N/A

CONTRACT AMT: \$ 512,828.00
 CHANGE ORDER: \$ 38,800.00
 REVISED AMT: \$ 551,628.00

ITEM	DESCRIPTION	QTY	UNIT M/S	UNIT PRICE	CONTRACT VALUE	THIS REQUEST	PREVIOUS WORK	TOTAL TO DATE	THIS ESTIMATE	VALUE TO DATE
1	10" SEWER	30	LF	\$ 67.00	\$ 2,010.00			0	\$ -	\$ -
2	10" SEWER BY DIRECTIONAL	1360	LF	\$ 234.00	\$ 318,240.00		1442	1442	\$ -	\$ 337,428.00
3	6FT MANHOLE (SHEET#1)	1	EA	\$ 17,875.00	\$ 17,875.00		1	1	\$ -	\$ 17,875.00
4	6FT DIA DROP MANHOLE	2	EA	\$ 11,015.00	\$ 22,030.00		2	2	\$ -	\$ 22,030.00
5	4FT DIA MANHOLE (SHEET 3)	1	EA	\$ 4,135.00	\$ 4,135.00		2	2	\$ -	\$ 8,270.00
6	6FT DIA MANHOLE @ 6+70	1	EA	\$ 17,475.00	\$ 17,475.00		1	1	\$ -	\$ 17,475.00
7	10" SEWER BY OPEN CUT	116	LF	\$ 74.00	\$ 8,510.00		208	208	\$ -	\$ 15,392.00
8	10" SEWER BY BORE	75	LF	\$ 193.00	\$ 14,475.00			0	\$ -	\$ -
9	4FT DIA DROP MANHOLE	2	EA	\$ 4,185.00	\$ 8,370.00			0	\$ -	\$ -
10	CONCRETE PAVEMENT	10	SY	\$ 24.00	\$ 240.00			0	\$ -	\$ -
11	10" COCNRETE PAVEMENT	10	SY	\$ 82.00	\$ 820.00			0	\$ -	\$ -
12	SOD	350	SY	\$ 5.00	\$ 1,750.00		500	500	\$ -	\$ 2,500.00
13	BARRICADES	1	LS	\$ 5,000.00	\$ 5,000.00		1	1	\$ -	\$ 5,000.00
14	TRENCH SAFETY	30	LF	\$ 1.00	\$ 30.00		208	208	\$ -	\$ 208.00
15	CLEANOUT	1	EA	\$ 320.00	\$ 320.00		1	1	\$ -	\$ 320.00
16	TRENCH SAFETY FOR BORE	1	LS	\$ 200.00	\$ 200.00		1	1	\$ -	\$ 200.00
17	TRENCH SAFETY DESIGN	1	LS	\$ 400.00	\$ 400.00		1	1	\$ -	\$ 400.00
18	IRRIGATION REPAIR	1	LS	\$ 1,800.00	\$ 1,800.00		1	1	\$ -	\$ 1,800.00
19	TREE REMOVAL	8	EA	\$ 1,400.00	\$ 11,200.00		8	8	\$ -	\$ 11,200.00
20	UNDERWATER INSPECTION	1	LS	\$ 1,150.00	\$ 1,150.00		1	1	\$ -	\$ 1,150.00
21	CIPP	1010	LF	\$ 47.00	\$ 47,470.00		1010	1010	\$ -	\$ 47,470.00
22	8FT CEDAR FENCE	300	LF	\$ 32.00	\$ 9,600.00		300	300	\$ -	\$ 9,600.00
23	REMOVE RED TIP PHOTENIA	1	LS	\$ 750.00	\$ 750.00		1	1	\$ -	\$ 750.00
24	1" HMAC OVERLAY	345	SY	\$ 17.00	\$ 5,865.00		345	345	\$ -	\$ 5,865.00
25	CLEARING AND RECONST OF	1	LS	\$ 2,755.00	\$ 2,755.00		1	1	\$ -	\$ 2,755.00
26	RESTORATION OF GREENHAVEN	1	LS	\$ 2,753.00	\$ 2,753.00		1	1	\$ -	\$ 2,753.00
27	RESTORATION OF MARSH LN	1	LS	\$ 3,805.00	\$ 3,805.00		1	1	\$ -	\$ 3,805.00
28	REMOVE REPLACE 4FT WIDE COBBLESTONE	100	LF	\$ 40.00	\$ 4,000.00		100	100	\$ -	\$ 4,000.00
									\$	\$ 518,046.00
	CHANGE ORDER NO.1									
	MANHOLE 6+70	27	VF	\$ 1,000.00	\$ 27,000.00		27	27	\$ -	\$ 27,000.00
	TRENCH SAFETY MH 6+70	1	LS	\$ 5,000.00	\$ 5,000.00		1	1	\$ -	\$ 5,000.00
	CHANGE ORDER NO.2									
	ELECTRIC LINE RELOCATION	1	LS	\$ 3,800.00	\$ 3,800.00		1	1	\$ -	\$ 3,800.00
	CHANGE ORDER NO.3									
	DEMO SIGN AT MARSH & BROOKHAVEN	1	LS	\$ 3,000.00	\$ 3,000.00		1	1	\$ -	\$ 3,000.00
									\$	\$ 38,800.00
									\$	\$


 BARSON UTILITIES, INC.-CONTRACTOR
 DATE 6-13-03


 DAVE WILDE- INSPECTOR
 DATE 6/13/03


 STEVEN Z. CHITOCHIAN- ENGINEER
 DATE

TOTAL CONTRACT	\$	551,628.00
VALUE TO DATE	\$	556,846.00
LESS PREVIOUS PAY	\$	529,003.70
LESS RETAINAGE		
THIS REQUEST	\$	27,842.30

**Arapaho Phase III Demolition
 BID NO 03-19**

DUE: June 10, 2003

2:00 PM

BIDDER	SIGNED	Bid Bond	a1	Base Bid
Cambria Contracting, Inc.	✓	✓	✓	\$ 157,000
Lindamood Construction	✓	✓	✓	\$ 175,000
Fast Forward Demolition	✓	✓	✓	\$ 97,432

 Minok Suh, Purchasing Coordinator

 Corey Gayden, Witness



AF 30250

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page 1 of	Information in the shaded areas is not required by Federal law.		
3. Generator's Name and Mailing Address Town of Addison P.O. BOX 9010 Addison Tx. 75001		JOES AUTO BODY 15281 Addison Rd Dallas Tx. 75001		A. State Manifest Document Number 02793330			
4. Generator's Phone (972) 4502860 ATTN: Mr Luke Jalbert		6. US EPA ID Number		B. State Generator's ID			
5. Transporter 1 Company Name Waste Management		8. US EPA ID Number		C. State Transporter's ID 40-0023			
7. Transporter 2 Company Name		10. US EPA ID Number		D. Transporter's Phone 210 348-6006			
9. Designated Facility Name and Site Address DFW Recycling & Disposal 16005-Railroad Lewisville TX. 75067		10. US EPA ID Number		E. State Transporter's ID			
				F. Transporter's Phone			
				G. State Facility's ID H-1025A			
				H. Facility's Phone 7506 (972) 376 2200			
11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group)	12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.	
	a. Waste which contains non friable asbestos	10	BA	1	Y	277270	
	b. Waste which contain non friable asbestos	150	BA	15	Y	276030	
	c.						
	d.						
J. Additional Descriptions for Materials Listed Above a) ACM Floor tile & Black mastic b) ACM Transite sheets				K. Handling Codes for Wastes Listed Above D-81			
15. Special Handling Instructions and Additional Information Disposal must be in accordance with T.D.H. MSWNR 25TAC 325.136(b)(6) or other handling plan approved in writting by T.D.H. 1601 Railroad Lewisville Texas							
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked, and labelled/placarded, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.							
Printed/Typed Name Hildiberto Lopez FOL AGENT		Signature Hildiberto Lopez		Month Day Year 08 23 03			
17. Transporter 1 Acknowledgement of Receipt of Materials		Printed/Typed Name Chris Sprague		Signature Chris Sprague		Date 8 27 03	
18. Transporter 2 Acknowledgement of Receipt of Materials		Printed/Typed Name		Signature		Date	
19. Discrepancy Indication Space							
20. Facility Owner or Operator: Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.		Printed/Typed Name DFW Handled Woy		Signature Woy		Date 8/27/03	

REPORT SPILLS AND/OR DISCHARGES TO THE TEXAS SPILL RESPONSE CENTER AT 512/463-7727 (24 HOURS)

INSTRUCTIONS TO GENERATOR (Please Type or Print Clearly)

- (1) Enter the Generator's U.S. EPA twelve digit identification number and the unique five digit number assigned to this manifest by the generator if you are shipping hazardous waste.
- (2) Enter the total number of pages used to complete this manifest.
- (3) Enter the company name and mailing address of the generator of the waste.
- (4) Provide a phone number where an authorized agent of your firm may be reached in the event of an emergency.
- (5) Enter the company name of the first transporter and their U.S. EPA ID Number.
- (6) If applicable, enter the company name of the second transporter and their U.S. EPA ID Number. If more than two transporters are used, enter each additional transporter's information on the Continuation Sheet (EPA form 8700-22A) or in box 15 of this form.
- (7) Enter the company name, site address, and U.S. EPA ID Number of the facility designated to receive the waste listed on this manifest.
- (8) **COMPLETE ALL STATE OF TEXAS INFORMATION A. THROUGH H. IN THE SHADED AREAS.**
- (9) Complete the waste description table as follows:
 - (A) ITEM 11A - When shipping an EPA/DOT regulated hazardous waste or material in conjunction with solely state regulated waste enter an "x" in the HM box before each EPA/DOT regulated waste/material description.
 - (B) ITEM 11 - Enter the U.S. DOT Proper Shipping Name, Hazard Class or Division, and ID Number (UN/NA) for each waste identified. If it is a Class I nonhazardous waste use the Texas Waste Code description.
 - (C) ITEM 12 - Enter the number of containers for each waste and the appropriate abbreviation for type located in Subchapter A of the TNRCC Industrial Solid Waste Rules.
 - (D) ITEM 13 - Enter the total quantity of waste described on each line.
 - (E) ITEM 14 - Enter the appropriate letter from the table below for the unit of measure.

G = Gallons (liquids only)	Y = Cubic Yards	M = Metric Tons (1000 kg.)
P = Pounds	L = Liter (Liquids Only)	N = Cubic Meters
T = Tons (2000 lbs.)	K = Kilograms	
 - (F) ITEM 1 - Enter the appropriate TNRCC State Waste Code for each waste you are shipping.
- (10) The Generator must read, sign (by hand), and date the certification statement. If a mode other than highway is used, the word "highway" should be lined out and the appropriate mode (rail, water or air) inserted in the space below. In signing the waste minimization certification statement, those generators shipping hazardous waste who have not been exempted by statute or regulation from the duty to make a waste minimization certification are also certifying that they have complied with the waste minimization requirements.
- (11) The manifest must be signed and dated by the first transporter in the presence of the Generator. If more than one transporter is to be used, the Generator must provide additional copies for their use.
- (12) Generator retains green copy, sending remaining copies with the driver.

INSTRUCTIONS FOR THE TRANSPORTER (Please Type or Print clearly)

- (1) As driver of the transport vehicle, you are responsible for ensuring that all waste received by you arrives at the specified destination.
- (2) Sign and date the space provided, certifying the waste amounts in **PART I** were received for transport. **NOTE:** If you are unable to carry out the delivery of the shipment as specified, dial the emergency phone numbers given in **PART I** notifying the **GENERATOR**.
- (3) Upon delivery of the shipment, the TSD Facility Owner/Operator is to sign for the shipment in your presence and fill in "date received".
- (4) Separate the yellow copy and retain for your records. Leave the remaining copies with the **TSD Facility Owner/Operator**.

INSTRUCTIONS TO TREATMENT, STORAGE AND DISPOSAL (TSD) FACILITY OWNER/OPERATOR (Please Type or Print Clearly)

- (1) The authorized representative of the designated (or alternate) facility's owner or operator must note in **ITEM 19** any significant discrepancy between the waste described on the manifest and the waste actually received at the facility.
- (2) Enter date received and sign in the presence of the driver declaring receipt of the wastes and verifying the quantities in the table in **PART I**.
- (3) Retain the pink copy for your records and return the completed original (white) copy to the **GENERATOR**.

* U.S. EPA and TNRCC regulations require that copies of this Uniform Hazardous Waste Manifest be retained for a period of three (3) years in your company records. Do **not** send to TNRCC unless otherwise notified by these departments.

BURDEN STATEMENT

The public reporting burden for this collection of information is estimated to average 31 minutes for generators, 16 minutes for transporters, and 16 minutes for treatment, storage and disposal facilities. The recordkeeping burden per response for this collection of information is estimated to average 6 minutes for generators, 6 minutes for transporters, and 6 minutes for treatment, storage and disposal facilities. The burden associated with reading the regulations is estimated at 1 hour and 15 minutes annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15. Send comments regarding these burden statements or any other aspect of this collection, including suggestions for reducing the burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2137), 401 M St., S.W., Washington, D.C.; 20460 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Attention: Desk Officer for EPA, 725 17th Street, N.W. Washington, D.C. 20503. Include the OMB control number in any correspondence.

TEXAS NATURAL RESOURCE
CONSERVATION COMMISSION

P.O. Box 13087

Austin, Texas 78711-3087



DF 30290

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

Form approved. OMB No. 2050-0039.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator's US EPA ID No.	Manifest Document No.	2. Page 1 of	Information in the shaded areas is not required by Federal law.			
3. Generator's Name and Mailing Address Town of Addison P.O. Box 9010 Addison TX. 75001 4. Generator's Phone (972) 4502800				Metro Brick 15301 Addison Rd Addison TX. 75001 ATTN: MR. Luke Jolbet		A. State Manifest Document Number 02793375		
5. Transporter 1 Company Name Waste Management		6. US EPA ID Number		C. State Transporter's ID 40-0023		D. Transporter's Phone (210) 448-6006		
7. Transporter 2 Company Name		8. US EPA ID Number		E. State Transporter's ID		F. Transporter's Phone		
9. Designated Facility Name and Site Address DFW Recycling & Disposal 1600 S. Rail road Lewisville TX. 75067				10. US EPA ID Number		G. State Facility's ID H-1025A		
						H. Facility's Phone (972) 376 2200		
11A. HM	11. US DOT Description (including Proper Shipping Name, Hazard Class, ID Number and Packing Group)			12. Containers No.	Type	13. Total Quantity	14. Unit Wt/Vol	I. Waste No.
	a. Hazardous Substance, solid, N.O.S. (asbestos), ORME, NA 9188, 10 = 1 Pound			10	BA	1	Y	179390
	b.							
	c.							
	d.							
J. Additional Descriptions for Materials Listed Above a) Ceiling Texture				K. Handling Codes for Wastes Listed Above D-81				
15. Special Handling Instructions and Additional Information Disposal must be in accordance with T.D.H. MSWMB 25TAC 325.136(b)(6) or other handling plan approved in writing by T.D.H. 1601 R. 11th Law. Tex 35								
16. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged, marked, and labelled/placarded, and are in all respects in proper condition for transport by highway according to applicable international and national government regulations, including applicable state regulations. If I am a large quantity generator, I certify that I have a program in place to reduce the volume and toxicity of waste generated to the degree I have determined to be economically practicable and that I have selected the practicable method of treatment, storage, or disposal currently available to me which minimizes the present and future threat to human health and the environment; OR, if I am a small quantity generator, I have made a good faith effort to minimize my waste generation and select the best waste management method that is available to me and that I can afford.								
Printed/Typed Name Hildiberto Lopez FOR AGENT				Signature Hildiberto Lopez		Month Day Year 08 23 03		
17. Transporter 1 Acknowledgement of Receipt of Materials				Date				
Printed/Typed Name Chris Sprague				Signature Chris Sprague		Month Day Year 08 27 03		
18. Transporter 2 Acknowledgement of Receipt of Materials				Date				
Printed/Typed Name				Signature		Month Day Year		
19. Discrepancy Indication Space								
20. Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19.								
Printed/Typed Name DFW Town of Addison Way Lane						Signature [Signature]		
						Date 08 27 03		

REPORT SPILLS AND/OR DISCHARGES TO THE TEXAS SPILL RESPONSE CENTER AT 512/463-7727 (24 HOURS)

INSTRUCTIONS TO GENERATOR (Please Type or Print Clearly)

- (1) Enter the Generator's U.S. EPA twelve digit identification number and the unique five digit number assigned to this manifest by the generator if you are shipping hazardous waste.
- (2) Enter the total number of pages used to complete this manifest.
- (3) Enter the company name and mailing address of the generator of the waste.
- (4) Provide a phone number where an authorized agent of your firm may be reached in the event of an emergency.
- (5) Enter the company name of the first transporter and their U.S. EPA ID Number.
- (6) If applicable, enter the company name of the second transporter and their U.S. EPA ID Number. If more than two transporters are used, enter each additional transporter's information on the Continuation Sheet (EPA form 8700-22A) or in box 15 of this form.
- (7) Enter the company name, site address, and U.S. EPA ID Number of the facility designated to receive the waste listed on this manifest.
- (8) **COMPLETE ALL STATE OF TEXAS INFORMATION A. THROUGH H. IN THE SHADED AREAS.**
- (9) Complete the waste description table as follows:
 - (A) ITEM 11A - When shipping an EPA/DOT regulated hazardous waste or material in conjunction with solely state regulated waste enter an "x" in the HM box before each EPA/DOT regulated waste/material description.
 - (B) ITEM 11 - Enter the U.S. DOT Proper Shipping Name, Hazard Class or Division, and ID Number (UN/NA) for each waste identified. If it is a Class I nonhazardous waste use the Texas Waste Code description.
 - (C) ITEM 12 - Enter the number of containers for each waste and the appropriate abbreviation for type located in Subchapter A of the TNRCC Industrial Solid Waste Rules.
 - (D) ITEM 13 - Enter the total quantity of waste described on each line.
 - (E) ITEM 14 - Enter the appropriate letter from the table below for the unit of measure.

G = Gallons (liquids only)	Y = Cubic Yards	M = Metric Tons (1000 kg.)
P = Pounds	L = Liter (Liquids Only)	N = Cubic Meters
T = Tons (2000 lbs.)	K = Kilograms	
 - (F) ITEM 1 - Enter the appropriate TNRCC State Waste Code for each waste you are shipping.
- (10) The Generator must read, sign (by hand), and date the certification statement. If a mode other than highway is used, the word "highway" should be lined out and the appropriate mode (rail, water or air) inserted in the space below. In signing the waste minimization certification statement, those generators shipping hazardous waste who have not been exempted by statute or regulation from the duty to make a waste minimization certification are also certifying that they have complied with the waste minimization requirements.
- (11) The manifest must be signed and dated by the first transporter in the presence of the Generator. If more than one transporter is to be used, the Generator must provide additional copies for their use.
- * (12) Generator retains green copy, sending remaining copies with the driver.

INSTRUCTIONS FOR THE TRANSPORTER (Please Type or Print clearly)

- (1) As driver of the transport vehicle, you are responsible for ensuring that all waste received by you arrives at the specified destination.
- (2) Sign and date the space provided, certifying the waste amounts in **PART I** were received for transport. **NOTE:** If you are unable to carry out the delivery of the shipment as specified, dial the emergency phone numbers given in **PART I** notifying the **GENERATOR**.
- (3) Upon delivery of the shipment, the TSD Facility Owner/Operator is to sign for the shipment in your presence and fill in "date received".
- * (4) Separate the yellow copy and retain for your records. Leave the remaining copies with the **TSD Facility Owner/Operator**.

INSTRUCTIONS TO TREATMENT, STORAGE AND DISPOSAL (TSD) FACILITY OWNER/OPERATOR (Please Type or Print Clearly)

- (1) The authorized representative of the designated (or alternate) facility's owner or operator must note in **ITEM 19** any significant discrepancy between the waste described on the manifest and the waste actually received at the facility.
- (2) Enter date received and sign in the presence of the driver declaring receipt of the wastes and verifying the quantities in the table in **PART I**.
- (3) Retain the pink copy for your records and return the completed original (white) copy to the **GENERATOR**.

* U.S. EPA and TNRCC regulations require that copies of this Uniform Hazardous Waste Manifest be retained for a period of three (3) years in your company records. Do **not** send to TNRCC unless otherwise notified by these departments.

BURDEN STATEMENT

The public reporting burden for this collection of information is estimated to average 31 minutes for generators, 16 minutes for transporters, and 16 minutes for treatment, storage and disposal facilities. The recordkeeping burden per response for this collection of information is estimated to average 6 minutes for generators, 6 minutes for transporters, and 6 minutes for treatment, storage and disposal facilities. The burden associated with reading the regulations is estimated at 1 hour and 15 minutes annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15. Send comments regarding these burden statements or any other aspect of this collection, including suggestions for reducing the burden, including through the use of automated collection techniques to the Director, OPPE-Regulatory Information Division, U.S. Environmental Protection Agency (2137), 401 M-St., S.W., Washington, D.C., 20460 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Attention: Desk Officer for EPA, 725 17th Street, N.W. Washington, D.C. 20503. Include the OMB control number in any correspondence.

**Arapaho Phase III Demolition
 BID NO 03-19**

DUE: June 10, 2003

2:00 PM

BIDDER	SIGNED	Bid Bond	a1	Base Bid
Cambria Contracting, Inc.	✓	✓	✓	\$ 157,000 ⁰⁰
Lindamood Construction	✓	✓	✓	175,000 ⁰⁰
Fast Forward Demolition	✓	✓	✓	\$ 97,432. ⁰⁰

Minok Suh, Purchasing Coordinator

Corey Gayden, Witness

SECTION PF
PROPOSAL FORM

COPY

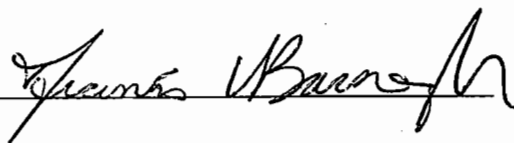
June 9, 2003

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: _____



ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: June 4, 2003

Addendum No. 2 Dated: _____

Addendum No. 3 Dated: _____

Addendum No. 4 Dated: _____

Addendum No. 5 Dated: _____

Addendum No. 6 Dated: _____

PROPOSAL FORM

Place _____

Date June 9, 2003

Proposal of Cambria Contracting, Inc., a Corporation
organized and existing under the laws of the State of New York.

OR

Proposal of _____,

a partnership consisting of

and _____.

OR

Proposal of _____,

an individual trading as _____.

TO: Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for the Building Demolition, Pavement Removal, and Grading for the DEMOLITION OF PARCELS 1, 2, 3, 12 & 13 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 Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on the 10th day of June, 2003.** Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.

The undersigned Bidder, having visited the site of the work, having examined the Plans and 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 following lump sum price:

COMPLETED PROJECT:

\$ 157,000.00

WRITTEN IN WORDS: One hundred fifty seven thousand and 00/100

The undersigned Bidder agrees to begin work within ten (10) calendar days after the Notice to Proceed is issued and complete the work within one hundred fifty (150) calendar days.

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.

Cambria Contracting, Inc
Name of Bidder

By: Francis V. Barone Jr.
(Signature)

Francis V. Barone Jr. President
(Print Name and Title)

Witness: Lucia J. Barone
(Signature)

5105 Lockport Rd, Lockport NY 14094
(Office Address of Bidder)

Bidder's Tax I.D. No. or Employer No. 16-1542768

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.



CAMBRIA CONTRACTING, INC.

Completed job in past five years:

Lakeview Homes Demolition Project, Buffalo NY Roizman Development Inc., Norristown PA, Mr. Carlo Dirienzo (716) 480-7221 \$ 1.0 MIL +
Frederick Douglass Towers, Buffalo NY Norstar Development Corp. 200 S. Division St., Buffalo NY, Mr. Sam Finlay (716) 874-1098 \$ 1.0 MIL +
Lasalle High School, City of Niagara Falls, NY - Demolition of High School for future retail Plaza Benderson Development Co., Inc. Delaware Ave., Buffalo NY - Mr. Ivan Lozina (716) 886-0211 \$1 MILLION
Mohawk Mall, Niskayuna NY - Demolition for future retail development. BDCI Delaware Ave, Buffalo NY - Mr. Ivan Lozina (716) 886- 0211 \$ 1.0 MIL +
Demolition of Saint Francis Hospital, Olean NY BDCI Delaware Ave, Buffalo NY – Mr. Ivan Lozina (716) 886-0211 \$ 500,000 +
Griffis Air Force Base, Rome NY – Demolition and Earthwork Griffis Local Development Corp., Rome NY – Mr. Frank Sanzone (315) 338-0393 \$ 500,000

SECTION PF
PROPOSAL FORM

COPY

June 9, 2003

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: Kayla Dunderwood

ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: 6/4/03

Addendum No. 2 Dated: _____

Addendum No. 3 Dated: _____

Addendum No. 4 Dated: _____

Addendum No. 5 Dated: _____

Addendum No. 6 Dated: _____

PROPOSAL FORM

Place Irving, Texas
Date June 9, 2003

Proposal of Lindamood Construction Company, Inc., a Corporation
organized and existing under the laws of the State of Texas.

OR

Proposal of _____,
a partnership consisting of _____
and _____.

OR

Proposal of _____,
an individual trading as _____.

TO: Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for the Building Demolition, Pavement Removal, and Grading for the DEMOLITION OF PARCELS 1, 2, 3, 12 & 13 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 Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **2:00 p.m. on the 10th day of June, 2003**. Bids received by the appointed time will be opened and read aloud. Any bids received after closing time will be returned unopened.

The undersigned Bidder, having visited the site of the work, having examined the Plans and 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 following lump sum price:

COMPLETED PROJECT: \$ 175,000.00

WRITTEN IN WORDS: One hundred seventy-five thousand and no/100

The undersigned Bidder agrees to begin work within ten (10) calendar days after the Notice to Proceed is issued and complete the work within one hundred fifty (120) calendar days.

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.

Lindamood Construction Company, Inc.

Name of Bidder

By: Kayla Lindamood
(Signature)

Kayla Lindamood / Vice President

(Print Name and Title)

Witness: _____

(Signature)

2020 South Nursery, Irving, Texas 75060

(Office Address of Bidder)

Bidder's Tax I.D. No. or Employer No. 75-1983034

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

LINDAMOOD CONSTRUCTION CO. INC.

2020 South Nursery, Irving, Texas 75060

Phone: (972) 721-0898 Fax: (972) 438-6745

MAJOR PROJECTS COMPLETED IN LAST FIVE YEARS

Name of Project: Demolition of Valwood VI Warehouse

Description: Demolition and removal of warehouse

Architect or contact: Patrick Watson / North Texas Tollway Authority
214-528-4826

Contract Amount: \$70,225.00

Completion Date: 4/25/03

Name of Project: Subaru of Dallas

Description: Demolition of structure and sitework

Architect or contact: Mike Azanaran / ICI Construction Inc.
972-387-8000

Contract Amount: \$60,750.00

Completion Date: 5/15/03

Name of Project: Asbestos Abatement & Demolition of Roseland Homes
(total of 3 phases)

Description: Asbestos Abatement, demolition and removal of 52 buildings

Architect or contact: Doug Bell / Dallas Housing Authority
214-951-8318, 817-729-3998

Contract Amount: \$730,035.00

Completion Date: 5/30/02

Name of Project: Demolition of Trail Glen Apartments

Description: Demolition and removal of 17 buildings

Architect or contact: Henry Mitchell / Mitchell General Contractors
214-538-6969

Contract Amount: \$163,300.00

Completion Date: 1/10/02

Name of Project: Demolition of Structures – 2001

Description: Demolition and removal of 8 buildings

Architect or Contact: Julius Zsohar Jr./ University of North Texas
940-565-2396

Contract Amount: \$135,864.00

Completion Date: 10/3/01

LINDAMOOD CONSTRUCTION CO. INC.

2020 South Nursery, Irving, Texas 75060

Phone: (972) 721-0898 Fax: (972) 438-6745

MAJOR PROJECTS COMPLETED IN THE LAST YEARS

Name of Project: Demolition of Village Glen Apartments
Description: Demolition and removal of apartment buildings
Architect or contact: Larry Margolis / Lincoln Properties
214-368-1105
Contract Amount: \$212,486.00
Completion Date: 12/2/00

Name of Project: Demolition of Marvin Elementary, Waxahachie ISD
Description: Demolition of school building
Architect or contact: David Simmons / Waxahachie ISD
972-923-4645
Contract Amount: \$199,600.00
Completion Date: 7/15/00

Name of Project: Demolition of various structures for the City of Fort Worth.
Yearly demolition contract for years 1999, 2000, 2001, 2002
Description: Demolition and removal of condemned buildings
Contact: Duff Collwell / City of Fort Worth
817-871-6334
Contract Amount: Up to \$500,000.00 per year
Completion Date: October 2002

Name of Project: Demolition of structures in Highland Park, University Park and North Dallas
Description: Demolition and haul off of various structures
Contact: Tom Hirosky / DHW
214-762-4047
Contract Amount: \$700,000.00

Name of Project: Heights at City View
Description: Excavation
Contact: Neal Hildebrandt / Carleton Construction
Contract Amount: \$246,475.00
Completion Date: 11/17/98

HNTB

9726615614

06/12 '03 08:21 NO.004 01/04

HNTB

The HNTB Companies

Fax
Transmittal

To	Jim Pierce, Steve Chutchian	Date	June 12, 2003
Firm	Town of Addison	Total Pages	4 (Including this cover)
Fax #	(972) 450-2837	Job Number	25768-DS-302
From	Jerry Holder	<input type="checkbox"/>	High Resolution
		<input type="checkbox"/>	Urgent

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

Message

Jim & Steve, we called references and the contractor for the demolition project. Attached is a summary of our conversations. Based on the references statements, we recommend the award of the demolition project to Fast Forward Demolition.

Thanks,
Jerry

HNTB

9726615614

06/12 '03 08:22 NO.004 02/04

June 11, 2003

Town of Addison Demolition Project
Fast Forward Demolition, Bonham, TX

References checked as supplied by contractor. (6-10-03)

Mr. Kirk Kern, City of Denison, TX.

Mr. David Merriman, Austin College, Sherman, TX.

Mr. Mike Alexander, Paris, TX.

Mr. Darrell Hartinstein, HCI General Contractors, Dallas, TX.

Q. What type of work did they do for you? Cost of contract?

Vacated houses, lot clearing; several houses on college campus; replacement houses demolished; metal awnings. None could remember the contract costs.

Q. Did they complete the project on time, and within the budget?

All said yes. Very good work. Came in and did the job and left.

Q. If they were to bid on another project for you, would you approve them?

Yes. No problem in hiring them again. Very good contractor.

Q. Did they have enough and proper type equipment and personnel to do the job?

All said yes. If they had to, they would use local equipment rentals/suppliers. They also had plenty of workers for the job they were doing.

Q. In your project, did they have to rebuild anything, or was it all demolition?

All answered that their projects were demo only, no rebuilding required.

Q. Were they low bidders by large amounts or close to others in bidding?

They all indicated that they were either fairly close to other bidders, or in the middle to higher range with the local contractors in their areas.

Q. Did you know if they ever had any problems making payments to their subs, or suppliers; or had liquidated damages assessed?

All answered that they had no knowledge of any non payment. All indicated that they either received notice that all monies had been paid, or a release of liens from subs, etc. and none indicated that damages had been assessed, to their knowledge.

HNTB

9726615614

06/12 '03 08:22 NO.004 03/04

Summary:

All that I talked to had the very highest compliments for the contractor and his work. No negatives were mentioned. Most said that they had done other projects for them in the past and always did a good job of demolition, leaving the area very clean and ready to mow the grass.

June 11, 2003 talked directly to contractor and asked the following questions:

I talked to Mr. Mickey Hemby (father) and project manager. He indicated that his son, Clint Hemby is the president and also the owner of company of the firm who will most probably do the rebuilding part of the project. He indicated that the company, started by his father, in 1954, and run by him from 1972 to 1985. In early 1990's his son took over the business and he is used as consultant. Their company has constructed over 200 Auto Zone stores, Dollar General stores, HEB food stores, Sanger Harris building downtown Dallas, Hexter Fair building, 22 Acre demolition and cleanup near Reunion arena area, and many Allright Parking facilities in Dallas and San Antonio.

Q. Since you were approximately 30%-35% lower than the next bidder, did you miss something, or maybe made an error in your bid?

No. In fact, on the way back to the office we were questioning what the others saw in this project that made their bid so much higher. We are satisfied with our bid and feel it is correct in all ways. We have bid against these same contractors recently. On a recent project we bid \$47,000, second firm bid \$49,000 and another firm bid \$214,000, so we feel that our bids are competitive.

Q. How many other projects do you have going on at this time?

We have one job, to start on July 1, 2003 (Lakeview Marina-Ft. Worth) and some small demolition jobs in Dennison. We plan to get on this project and stay with it until it is done.

Q. How much equipment and personnel do you intend on devoting to this project?

We have enough equipment to do the job, and if we don't have it onsite, we have the ability to rent it from local suppliers and have it onsite very quick. We will place enough personnel on the job to complete it in the time required.

Q. All your references were for demo only. Has your firm done any rebuilding?

Yes we have (see above for list of some projects). We will sub out the concrete and block work only, and my son's company will probably be those subs. We can get references if you need.

HNTB

9726615614

06/12 '03 08:23 NO.004 04/04

Q. What is your bonding capacity?

With Western Surety, we have capability of bonding up to \$500,000. We presently have only one bond in amount of \$30,000. Also, we have another company we can be bonded with in the amount of \$250,000.

Q. Are you presently in any litigation regarding any past or present projects?

No,

Q. What are of the biggest projects your company has done recently, comparable to this one?

We completed a \$97,000 demo project, and the LaPrada project in Garland was about \$90,000. The biggest building we ever did was a 5 story building.

End of discussion.

Prepared by HNTB Corporation

Gabe Favre



ADVERTISEMENT FOR BIDS

Bid # 03-19

The Town of Addison is requesting bids for Arapaho Phase III Demolition, Bid No. 03-19. Mandatory Pre bid meeting, May 29, 2003 at 9:00 am, Service Center, 16801 Westgrove. Bids will be accepted until 2:00pm, June 10, 2003 at in the office of the Purchasing Coordinator, 5350 Belt Line Rd., Addison, Texas 75254 at which time they will be publicly opened and read aloud. Late bids will not be considered and will be returned unopened.

The Town of Addison reserves the right to waive any formalities and to reject any or all bids and to select the bid deemed most advantageous to the City. Bid information is available on www.demandstar.com. Plans and Specification can be obtained from the Purchasing Office.

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 5/28/04

Claim # _____

Check \$ 5,904.75

Vendor No. _____
 Vendor Name FAST FORWARD DEMOLITION
 Address RT. 5 BOX 305F
 Address BONHAM, TEXAS 75418
 Address _____
 Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	58110	83300		5,904.75

TOTAL # 5,904.75

EXPLANATION ARAPATTO P.D., PH. III DEMOLITION

Steve Chutkan
 Authorized Signature

 Finance

FAST FORWARD DEMOLITION

RT. 5 BOX 305 F

BONHAM, TEXAS 75418

PHONE: 903-640-WRECK (9732)

TOLL FREE: 866-640-WRECK(9732)

FAX: 903-583-4126

INVOICE

SEND TO:TOWN OF ADDISON	FROM: MICKEY HEMBY
ATTENTION:LUKE JALBERT	DATE: February 19, 2004
OFFICE LOCATION:ADDISON,TEXAS	OFFICE LOCATION: BONHAM, TEXAS
FAX NUMBER:972-450-2837	PHONE NUMBER: 903-640-9732

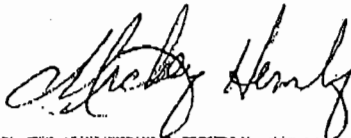
JOB:ARAPAHO ROAD PHASE III DEMOLITION

AMOUNT:\$ 5,904.75 (Final Payment-Return of Retainage)

*O.K. to pay!
SJC*

5/28/04

THANK YOU



MICKEY HEMBY

SECTION BP
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

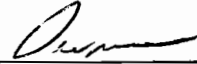
Personally, before me the undersigned authority, on this day appeared _____ who,
being duly sworn, on oath, says that he is a legal representative of Fast Forward Demolition
(full name of Contractor as in contract)

and that the contract for the construction of the project, designated as
Arapaho Road Phase III Demolition
(Project No.)

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery
and labor used in connection with the construction of this project have, to the best of my
knowledge and belief, been fully paid.



Signature



Title

Sworn to and subscribed before me this 19 day of Feb, 2004.



Candy Marie Martinez
Notary Public in and for
Dallas County, Texas

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2004

PRODUCER (972)542-4100 FAX (972)542-9494
McKinney Insurance Group LLC
P.O. Box 3087
McKinney, TX 75070

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

INSURED David Striplin Plumbing Co
DBA: David Striplin
1245 CR 722
McKinney, TX 75069

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Myron Steves	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS				
A		GENERAL LIABILITY	542B000442	12/11/2003	12/11/2004	EACH OCCURRENCE	\$ 300,000			
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000			
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000			
						PERSONAL & ADV INJURY	\$ 300,000			
						GENERAL AGGREGATE	\$ 300,000			
						PRODUCTS - COMP/OP AGG	\$ 300,000			
		GEN'L AGGREGATE LIMIT APPLIES PER:								
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC								
						AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident)	\$
						<input type="checkbox"/> ANY AUTO			BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS			BODILY INJURY (Per accident)	\$					
	<input type="checkbox"/> SCHEDULED AUTOS			PROPERTY DAMAGE (Per accident)	\$					
	<input type="checkbox"/> HIRED AUTOS									
	<input type="checkbox"/> NON-OWNED AUTOS									
	GARAGE LIABILITY			AUTO ONLY - EA ACCIDENT	\$					
	<input type="checkbox"/> ANY AUTO			OTHER THAN EA ACC	\$					
				AUTO ONLY: AGG	\$					
	EXCESS/UMBRELLA LIABILITY			EACH OCCURRENCE	\$					
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE			AGGREGATE	\$					
					\$					
					\$					
					\$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC STATU-TORY LIMITS	OTH-ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			E.L. EACH ACCIDENT	\$					
	(If yes, describe under SPECIAL PROVISIONS below)			E.L. DISEASE - EA EMPLOYEE	\$					
	OTHER			E.L. DISEASE - POLICY LIMIT	\$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

City of Addison
P O Box 9010
Addison, TX 75001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Olga McGuire

FAST FORWARD DEMOLITION

RT. 5 BOX 305 F

BONHAM, TEXAS 75418

PHONE: 903-640-WRECK (9732)

TOLL FREE: 866-640-WRECK(9732)

FAX: 903-583-4126

CHANGE ORDER

SEND TO:TOWN OF ADDISON	FROM: MICKEY HEMBY
ATTENTION:LUKE JALBERT	DATE: February 10, 2004
OFFICE LOCATION:ADDISON	OFFICE LOCATION: BONHAM, TEXAS
FAX NUMBER:972-450-2827	PHONE NUMBER: 903-640-9732

JOB:ARAPAHO ROAD PHASE III DEMOLITION

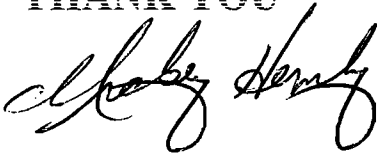
CHANGE: 941 FT. CHAIN LINK FENCE(L&C FENCE CO.)

AMOUNT: \$11,533.00

+ \$ 1,729.95 15% Burden

\$13,262.95 TOTAL

THANK YOU



MICKEY HEMBY

Passed
3-3-03

#R9-1

Council Agenda Item: #R9

SUMMARY:

This item is for the approval of an Engineering Services Contract with HNTB Corporation, for the demolition of structures at three sites on the Arapaho Road, Phase III project.

FINANCIAL IMPACT:

Budgeted Amount: Not specifically budgeted, but funds are available as part of the Arapaho Road, Phase II/III project, totaling \$20.5 million.

Cost: \$25,712.00 (Engineering only)

BACKGROUND:

In conjunction with the proposed construction of Phase III of Arapaho Road, from Surveyor Blvd. to Addison Rd., it is necessary to perform demolition of certain existing structures at three sites. The proposed demolition will include the following properties:

Metro Brick	(Parcel 1)
Joe's Auto Body	(Parcel 2)
Watson & Taylor Storage	(Parcels 12 & 13)

The Metro Brick and Joe's Auto Body sites consist of the demolition of existing single-story buildings and performing subsequent grading and dressing of the remaining property. The Watson & Taylor site consists of demolition of numerous storage units within the proposed roadway alignment and reconstruction of end walls to restore the integrity of remaining storage units. Any asbestos abatement requirements will also be addressed in the demolition plans and specifications. The attached proposal for engineering services was negotiated with the firm of HNTB Corporation, in the amount not to exceed \$25,712.00, for the design of this project.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with HNTB Corporation, in the amount of \$25,712.00, for engineering services associated with the demolition of structures at three sites on the Arapaho Road, Phase III project.

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is entered into between Town of Addison (Owner) and HNTB Corporation (Engineer), for the following reasons:

1. Owner intends to demolish all or part of buildings on Parcels 1, 2, 12, and 13 along the Arapaho Road Phase III roadway project (the Project); and,
2. Owner requires certain engineering services in connection with the Project (the Services); and,
3. Engineer is prepared to provide the Services.

In consideration of the promises contained in this Agreement, Owner and Engineer agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be February 25, 2003.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas.

ARTICLE 3 - SCOPE OF SERVICES

Engineer shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

Engineer shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 - COMPENSATION

Owner shall pay Engineer in accordance with Attachment C, Compensation.

Notwithstanding anything to the contrary in this Agreement or Attachment C, should the Services under this Agreement include products or services that are commercially priced by Engineer, such amounts shall be invoiced to Owner at the catalog price(s) offered by Engineer and are not subject to audit on the basis of costs incurred.

Invoices shall be due and payable upon receipt. Invoices will be submitted every 30 days. Owner shall give prompt written notice of any disputed amount and shall pay the remaining amount. Invoice amounts not paid within 30 days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal. Owner shall pay Engineer's reasonable attorneys' fees incurred in connection with any litigation instituted to recover invoice amounts.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment D, Owner's Responsibilities.

ARTICLE 7 - STANDARD OF CARE

The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under

similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

General. Having considered the potential liabilities that may exist during the performance of the Services, the relative benefits and risks of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Owner and Engineer agree to allocate and limit such liabilities in accordance with this Article.

Indemnification. Engineer agrees to indemnify and hold the Owner harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by the Engineer's negligent acts, errors, or omissions arising out of its performance of the Services. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and Owner, they shall be borne by each party in proportion to its own negligence.

Limitation of Liability. To the fullest extent permitted by law, the total aggregate liability of Engineer and its subconsultants to Owner for all judgments, losses, damages, and expenses resulting in any way from the performance of the Services shall not exceed the total compensation actually received by Engineer under this Agreement.

Consequential Damages. To the fullest extent permitted by law, Engineer shall not be liable to Owner for any consequential damages resulting in any way from the performance of the Services.

Survival. The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, Engineer shall maintain the following insurance:

- (a) General Liability Insurance, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability Insurance, with a limit of \$1,000,000 annual aggregate.

Engineer shall furnish Owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to Owner. Owner shall require all Project contractors to include Owner and Engineer as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both Owner and Engineer, each to the same extent.

Engineer and Owner waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, and employees for damages covered by property insurance during and after the completion of the Services. If the Services result in a construction phase of the Project, a similar provision shall be incorporated into all construction contracts entered into by Owner and shall protect Owner and Engineer to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to fulfill contractual responsibilities to Owner or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

In the event the Owner requests Engineer to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to Engineer for review at least 15 days prior to the requested date of execution. Engineer shall not be required to execute any certificates or documents that in any way would, in Engineer sole judgment, (a) increase Engineer's legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in Engineer having to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because Engineer has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet Project schedules, Engineer's opinion of probable costs and of Project schedules shall be made on the basis of experience and qualifications as a professional engineer. Engineer does not guarantee that proposals, bids, or actual Project costs will not vary from Engineer's cost estimates or that actual schedules will not vary from Engineer's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, drawings, specifications, and computer software prepared by Engineer pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer. Owner shall indemnify and hold harmless Engineer and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle Engineer to additional compensation at rates to be agreed upon by Owner and Engineer.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by Engineer and furnished to Owner as part of the Services shall become the property of Owner; provided, however, that Engineer shall have the unrestricted right to their use. Engineer shall retain its copyright and ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

ARTICLE 14 - TERMINATION AND SUSPENSION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

Owner may terminate or suspend performance of this Agreement for Owner's convenience upon

written notice to Engineer. Engineer shall terminate or suspend performance of the Services on a schedule acceptable to Owner, and Owner shall pay Engineer for all the Services performed plus termination or suspension expenses. Upon restart of suspended Services, an equitable adjustment shall be made to Engineer's compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither Owner nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Engineer under this Agreement. Engineer shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
Owner:

Michael Murphy, P.E.,
Director of Public Works
P.O. Box 9010
Addison, Texas 75101-9010

Engineer:

Benjamin J. Biller P.E.
Vice President
Central Division
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Owner and Engineer.

ARTICLE 17 - DISPUTES

In the event of a dispute between Owner and Engineer arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of

its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The Engineer hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations.

Engineer affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is Engineer's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment.

Engineer further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-100 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - WAIVER

A waiver by either Owner or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 20 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement

from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, represents the entire and integrated agreement between Owner and Engineer. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 23 - ASSIGNMENT

Neither Owner nor Engineer shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, Engineer may assign its rights to payment without Owner's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Engineer from engaging independent consultants, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of Owner and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

IN WITNESS WHEREOF, Owner and Engineer have executed this Agreement.

Town of Addison, Texas
(Owner)

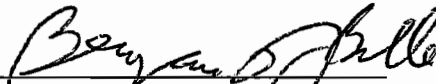
Signature: _____

Name: _____

Title _____

Date _____

HNTB Corporation
(Engineer)

Signature: 

Name: BEN BILLER, P.E.

Title VICE PRESIDENT

Date 2/14/05

**ATTACHMENT A
SCOPE OF SERVICES**

1. Engineer shall perform the following Services:

The following Services shall result in one bid package to include Parcel 1 (Brick Yard), Parcel 2 (Automotive Garage), and Parcels 12 and 13 (Mini Storage).

Engineer will prepare plans and specifications for bidding and demolition of one single-story building on Parcel 1 and two separate single-story buildings on Parcel 2. Plans and specifications for demolition of a portion of two single-story storage buildings (See Exhibit 1) and design of a new end wall system to re-enclose the buildings on Parcels 12 and 13 will also be prepared. The proposed services include:

- ROW map showing property limits for each site with any temporary construction easements.
- Removal plan showing limits of removals of existing structures, pavement, and utility connections at each site.
- Grading plan showing final contours at each site after removals are completed.
- Storm water pollution prevention plans showing measures to be implemented at each site.
- Plans for pavement replacement or repair needed due to partial demolition of the storage buildings.
- Include in the contract and bidding documents the results of asbestos testing and recommendations made during Environmental Site Assessments (done by other firms under separate contracts) on each of the three separate sites.
- Prepare advertisement for bidders; provide 15 half-size sets of plans and bid documents; conduct pre-bid meeting; prepare necessary addenda and respond to bidder's questions; prepare bid tabulation; recommend a bidder for the award of the demolition contract after performing reference checks.
- Provide three (3) full-size sets of plans and specifications for Owner; and three (3) full-size sets of plans and specifications for Contractor; conduct pre-construction meeting; respond to Requests for Information; review submittals, as required by the contract documents; attend final inspection and prepare punch list.

Engineer will provide structural engineering services for the removal of a portion of two single story storage buildings and design of a new end wall system to re-enclose the buildings. The proposed services include:

- The evaluation of the structural implications of the partial demolition of the buildings and inclusion of basic instructions to maintain the structural integrity of the buildings during the demolition and prior to reconstruction of the end walls.
- Evaluation of the lateral and gravity load stability of the portion of the existing buildings to remain and the design of modifications to re-establish stability.
- Structural design of new foundations and new end wall systems.
- Engineer shall provide contract documents in the form of drawings and technical specifications for the above scope of work, for inclusion in the project construction documents package.
- Engineer will review shop drawings and contractor submittals and respond to questions and RFI's relative to the above scope of work during the construction phase of the work.

Engineer will provide architectural design services relative to the removal of a portion of two single story storage buildings and design of a new end wall system to re-enclose the buildings. The proposed services include:

- The evaluation of architectural implications of the partial demolition of the buildings.

- The evaluation and design of the roofing and wall systems to re-construct the architectural systems of the building envelope, including roofing, wall joints, insulation systems and finishes.
- Engineer will provide architectural drawings and prepare architectural technical specifications for inclusion in the project specification manual.
- Engineer will review shop drawings and contractor submittals and respond to questions and RFI's relative to the above scope of work during the construction phase of the work.

These services are contingent on a finding of no Recognized Environmental Conditions (REC) during Phase I and any Phase II Environmental Site Assessments on the sites to be acquired. Additional services may be necessary if RECs are found.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
 - 90% plans and specifications according to the schedule in Attachment B
 - 100% plans and specifications
 - Notice to Bidders for advertisement

**ATTACHMENT B
SCHEDULE**

Engineer shall perform the Services and deliver the related Documents according to the following schedule:

- 90% plans will be submitted for review within 30 calendar days of notice to proceed.
- 100% plans will be submitted for review within 14 calendar days of receiving comments from Owner.
- Administer the final bidding process according to the bid date set by Owner.

**ATTACHMENT C
ARAPAHO ROAD PHASE III
DEMOLITION OF EXISTING BUILDINGS
ESTIMATE OF MANHOURS - ENGINEERING SERVICES**

	Number of Sheets	Project Manager	Project Architect/ Engineer	CADD	Clerical
I Building Demolition Plans and Specs - Engineering Site Work					
A. Parcel 1 (Brick Yard)					
a. Cover Sheet	1		1	1	
b. Right-of-Way map	1		1	2	
c. Removal Plan and Utility Modifications	1		5	2	
d. Grading and Site Plan	1		1	2	
e. Storm Water Pollution Prevention Plan	1		2	2	
f. Specifications and Contract Documents		2	12		2
B. Parcels 12 and 13 (Mini Storage)					
a. Right-of-Way map	1		1	2	
b. Removal Plan and Utility Modifications	1		5	3	
c. Grading and Site Plan (temp. fencing)	1		4	2	
d. Storm Water Pollution Prevention Plan	1		2	2	
e. Specifications and Contract Documents		1	4		
f. Architectural Drawings and Details	1	2	16		
g. Architectural Specifications		2	10		
h. Site visit to determine building construction requirements for new wall and roofing material and attachments.			4		
i. Structural Design of Wall, Foundation, Lateral Stability	3	4	16	16	
j. Structural Specifications		2	12		4
k. Project Management		2			
C. Parcel 2 (Automotive Garage)					
a. Right-of-Way map	1		1	2	
b. Removal Plan and Utility Modifications	1		5	2	
c. Grading and Site Plan	1		2	4	
d. Storm Water Pollution Prevention Plan	1		2	2	
e. Specifications and Contract Documents		1	4		2
f. Project Management		2			
I. Subtotal Hours	-	18	110	44	8
II Project Management and Administration					
A. Bidding and Contract Award					
1. Prepare Advertisement for Bidders		1	4		1
2. Print 15 Blue-line Sets of Plans & Bid Documents			2	4	
3. Prepare Addenda & Respond to Bidder's Questions		2	12		
4. Attend Bid Opening and Prepare Bid Tabulation		1	6		
5. Recommend a Bidder to the Town of Addison		1	1		1
B. Construction					
1. Provide 3 Full-size Blue-line Sets-Town & Contractor			2	2	
2. Review Architectural Submittals/Respond to Questions		1	10		
2. Review Structural Submittals/Respond to Questions		2	12		
2. Review other Submittals/Respond to Questions		2	3		
II. Subtotal Hours	-	10	52	6	2
Total Hours	-	28	162	50	10
Labor Rates	-	\$55	\$35	\$25	\$18
Direct Labor Cost	-	\$1,540	\$5,670	\$1,250	\$180

Total Direct Labor **\$8,640**

Indirect Labor, Overhead

\$13,306

\$21,946

Profit and contingency

\$3,292

Expenses

\$475

Total Fee for Demolition Services

\$25,712

**ATTACHMENT D
OWNER'S 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:

1. Authorize Engineer in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. 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.
3. Make facilities to be demolished available to Engineer as required for performance of the Services under this Agreement.
4. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and Engineer and requiring Contractors to name Owner and Engineer as Additional Insureds on Contractors' liability insurance policies.
5. 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.
6. 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.



DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION

PARCEL 13

PARCEL 12

ARAPAHO ROAD

PARCEL 11

BULLOUGH / LYKOS
OFFICE BUILDING
NO. 1, L.P.

STRUCTURE TO BE PARTIALLY
DEMOLISHED AND MODIFIED BY
THE TOWN OF ADDISON

STRUCTURES TO BE DEMOLISHED
BY THE TOWN OF ADDISON

STRUCTURE TO BE PARTIALLY
DEMOLISHED AND MODIFIED BY
THE TOWN OF ADDISON

PUBLIC STORAGE OF DALLAS, LTD.

NO.	DATE	REVISION	APPROV.
HNTB ARCHITECTS ENGINEERS PLANNERS 160075 Corporate			
ARAPAHO ROAD - PHASE III			
SURVEYOR BOULEVARD TO ADDISON ROAD			
EXHIBIT 1			
TOWN OF ADDISON, TEXAS			
Design	Drawn	DATE	SCALE
Check	Check	JAN 03	1"=60'
		PROJECT NO.	SHEET NO.
		25768	

#179-4

04-11-2003 9:01 AM
c:\ntb\p\h\h\...shib1\atvfor\arapa1111.dgn