Sue Ellen Fairley

From: Nancy Cline
Sent: Tuesday, April 18, 2006 8:57 AM
To: Sue Ellen Fairley
Subject: Contracts for Arapaho

Would you please look up and copy each contract for Arapaho Rd design with HNTB and URS? Also, please copy contract amendments for HNTB. Also, please copy the monthly pay requests from HNTB.
If you could do this before you go to lunch, I would really appreciate it. I am at my house waiting on a repairman who told me he was three blocks away about 15 minutes ago. ??? Confusing.
Thanks,
Nancy

Nancy:

1) Contract - HNTB
2) ~~Amendments~~ Supplements - (16)
3) Contract - URS
4) HNTB Monthly Pay Requests from Steve's file

HNTB
PHS 3
CONTRACT
W/
SUPP. AGREMNT

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of Arapaho Road Phase III from Surveyor Boulevard to Addison Road (the Project). The project will be a 4-lane reinforced concrete roadway, with turn lanes at Surveyor Boulevard and Addison Road. A grade separated intersection will be provided at Midway Road. The design of the bridge over Midway Road is not included in this scope of services. Services will generally include geotechnical investigation and recommendations; final construction plans for the roadway, structure, stormwater, water, wastewater, landscaping, irrigation, traffic signals, construction sequencing, signing and striping; bid document originals; record drawings; and coordination with franchised utilities, the Town of Addison, and applicable agencies.

II. Detailed Scope of Basic Services

The improvements have been implemented in several phases consistent with the availability of funds to complete final construction plans and specifications and to finance the construction. The scope of services for the schematic design are described in a separate scope of services and Agreement between the Town of Addison and HNTB Corporation executed February 12, 1997 with official authorization to proceed dated March 9, 1998. The basic scope of services for construction documents from Marsh Lane to Surveyor Boulevard (Phase II) are described in a separate scope and Agreement executed October 18, 2000 between the Town of Addison and HNTB Corporation.

A. Phase III Final Design – Paving, Drainage, and Utilities

1. Prepare final construction drawings. (Scale 1" = 20' Horizontal and 1" = 5' Vertical except as noted.) The plans will be designed to meet current ADA requirements. The following sheets shall be included:

   a. Cover Sheet

   b. General Notes

   c. Quantity Sheets

   d. Removal Plans

   e. Typical Sections

   f. Construction Phasing (Scale 1" = 40')

   g. Survey Control

   h. Utility Relocation Plan

   i. Paving Plan and Profile Sheets

   j. Paving Details

   k. Signing and Striping Plans (Scale 1" = 40')

   l. Erosion Control Plans

   m. Grading Plan

   n. Driveway and Special Grading Sheets

   o. Drainage Area Map (Scale 1" = 100')

   p. Stormwater Plan and Profile Sheets

   q. Roadway Cross Sections

   r. Street Lighting Plan

2. Prepare Contract Documents

3. Prepare Estimate of Final Construction Cost

4. Submit four (4) sets of plans for review to the Owner for 65% review, 95% review, and 100% (final).

5. Incorporate Owner's review comments into plans after each submittal.

B. Streetscape

Engineer's understanding is the Project will consist of right-of-way improvements for Arapaho Road from Surveyor Boulevard to Addison Road. The current R.O.W. will be widened in some areas allowing for additional landscaping. Proposed streetscape improvements will utilize the existing Town Landscape Ordinance and guidelines. Critical visibility concerns shall be incorporated into the overall roadway improvements.

This proposal does not include architectural improvements related to the proposed bridge spanning Midway Road. These improvements may be added at a later date by the Owner through a supplemental agreement..

Basic Services

1. Schematic Design
   a. Engineer will attend a kickoff / programming meeting with the Owner to discuss the project requirements and to acquire information required to develop the schematic landscape master plan for Phase III.

   b. Based on initial programmatic meetings with the Owner, Engineer will proceed with site development concepts to develop a schematic landscape master plan. Schematic design plans will be drawn at a scale sufficient to explain design intent. The drawings to be produced will be one rendered site plan and necessary cross sections and enlarged plans as required to explain design intent.

   c. Engineer will meet with the Owner to present the schematic landscape master plan and will receive comments from staff for incorporation into the design development package.

2. Design Development

a. Based on the approved schematic design, Engineer will prepare a design development package. This package will include the following:

- Materials plan
- Site grading plan
- Site walls/entry features
- Hardscape/paving

Site lighting (location and fixture type)

- Landscape plan
- Critical cross-sections

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

b. Engineer will prepare an opinion of probable construction costs based on design development drawings.

c. Engineer will meet with the Owner to review the design development package and will receive comments from staff for incorporation into the construction document package.

3. Construction Documentation

a. Based on the approved design development package, Engineer will prepare contract documents sufficient to describe the work necessary for construction. The following drawings will be prepared:

- Layout and materials plan
- Enlarged intersection layout & materials plan, if required.
- Grading plan for the R.O.W. improvements
- Enlarged intersection grading plan, if required.
- Planting plan
- Enlarged intersection planting plan, if required.
- Irrigation plan
- Enlarged intersection irrigation plan, if required.
- Site lighting (location & fixture type)
- Details and sections at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of all pavements, walls, site furnishings, and light fixtures.
- Coordinate structural details and incorporate on plans to be approved by structural.

b. Engineer will prepare technical specifications describing all elements of the proposed work.

c. Engineer will prepare a revised opinion of probable construction costs based on design development drawings.

d. Engineer will meet with the Owner to review the construction document package and will receive comments from staff for finalizing the construction document package.

4. Construction Observation

a. Engineer will attend a kickoff meeting with the Owner, the selected landscape / hardscape subcontractor and General Contractor to review the project requirements, schedule and responsibilities.

b. Engineer will review and approve subcontractor submittals regarding landscape and hardscape material specified for the streetscape project and keep logs for submittals.

c. Engineer will coordinate the preparation of record drawings with the landscape / hardscape contractor, review for completeness and issue to the Owner with all records of construction developed for the project based on documents delivered to Engineer by such contractor. This will constitute the project close out of the construction phase.

6. Additional Services

The following services are not included in the scope of basic services. Engineer shall provide these services if authorized in writing by the Owner on a time and expense in addition to the compensation for Basic Service.

- Illustrative renderings beyond those described in the Basic Services.
- Zoning changes or variances

C. Bidding and Contract Award

1. Prepare Advertisement for Bidders.

2. Provide 25 half-size sets of plans and bid documents.

3. Conduct pre-bid meeting.

4. Prepare necessary addenda and respond to bidder's questions.

5. Prepare bid tabulation.

6. Recommend a bidder for the award of the construction contract after performing reference checks.

D. Construction Administration

1. Provide three (3) full-size and five (5) half-size sets of plans and specifications for Owner.

2. Provide two (2) full-size and three (3) half-size sets of plans and specifications for Contractor.

3. Conduct pre-construction meeting.

4. Respond to Requests for Information.

5. Review submittals, as required by the contract documents.

6. Provide construction administration and observation services.

7. Attend final inspection and prepare punch list.

8. Prepare mylar record drawings and electronic files.

III. Detailed Scope of Additional Services

A. Surveying

1. Update property ownership, to include current ownership. Any subdivision of the existing parcel will be addressed on a case by case basis.

2. Stake centerline at 50-foot intervals with PC's and PT's prior to geotechnical borings performed in field.

3. Locate bore holes horizontally and vertically.

4. Cross sections of Arapaho Road at Midway Road to include lane shots.

5. Project management and administration for surveying elements.

B. Geotechnical Investigation

The geotechnical services will include the following: field investigation, laboratory testing and engineering analysis in order to develop recommendations to guide design and construction of Arapaho Road.

1. Field Investigation

Drill and sample 25 borings for this project. The following table summarizes the proposed number of borings for the various structures.

Proposed Structure	Total Number of Borings
Bridge	7
Retaining Walls and Box Culvert	14
Pavement	4

The bridge borings will be advanced a depth of 20 feet into unweathered gray limestone. The bridge borings are therefore anticipated to extend to a total depth of approximately 35 feet. The retaining wall box culvert borings will extend to a depth of 15 feet. The pavement borings will extend to a depth of 10 feet or 5 feet into weathered limestone, whichever is encountered first.

The borings will be continuously sampled to a depth of 6 feet, and at 5-foot intervals thereafter and/or at each change in the stratum until boring termination. The soil samples will be obtained with thin-walled tube and/or split-spoon samplers, depending upon the soil type and consistency.

The bedrock in the bridge borings will be continuously cored. Samples of the bedrock from the other borings will be obtained from the auger cuttings. Texas Cone Penetrometer (TCP) tests will be performed at 5-foot intervals to evaluate the bearing properties of the bedrock.

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

It is understood that ARS Engineers (ARS), the project surveyor, will stake the centerline of the roadway alignment to assist us in locating our borings in the field. Terra-Mar will then stake the boring locations. The boring locations will be marked in the field so that ARS can determine the boring coordinates and ground surface elevations following the field exploration program.

Owner shall coordinate with the Engineer to obtain right-of-entry to the property so that the boring locations will be accessible to our conventional truck-mounted drilling equipment during normal working days. Traffic control services shall be Additional Services if required to complete the borings.

The drilling operations will proceed in a manner that will avoid the potential of damage to underground utilities. Owner shall provide any information regarding any of their existing underground utilities that are present on-site prior to Engineer beginning the fieldwork. Engineer will coordinate underground utility line clearance with the Texas Excavation Safety System, the Owner, Dallas Water Utilities, and Dallas Area Rapid Transit (DART), and any other utility companies known to be in the area. However, Engineer will not be responsible for damage to underground utility lines that are not properly identified prior to mobilization of drilling equipment to the site.

2. Laboratory Testing

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

3. Engineering Analyses and Report

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

   a. Logs of borings in TxDOT "WinCore2" electronic format, laboratory test results, borehole water level observations, and a plan of borings.

   b. Recommendations for design of drilled shaft bridge foundations, including allowable bearing resistance, estimated depth of bearing stratum, and estimated foundation settlement.

   c. Recommendations for design of mechanically stabilized earth retaining wall foundations that will include allowable bearing pressures, sliding resistance, global stability, and estimated settlement.

   d. Recommendations for design of the box culvert, including equivalent fluid pressures and allowable bearing pressures.

e. Recommendations for retaining wall and box culvert backfill soil types, backfill placement, and compaction.

f. Evaluation of the impact of the box culvert on the performance of the proposed pavement section, including recommendations for reducing the amount of differential movement between sections of the roadway supported over the box culvert and box culvert backfill, and sections supported on the existing subgrade soils.

g. Recommendations for pavement subgrade preparation.

h. Recommendations for Portland cement concrete pavement sections. Owner will arrange to provide the anticipated traffic loading for use in our analysis.

i. Discussion of potential construction problems, such as hard rock excavation, groundwater, and subgrade instability.

C. Traffic Study

a. Signal Design Layout

1. Prepare preliminary traffic signal design plans and specifications for intersection of Arapaho Road at Addison Road to include railroad preemption. Plans and specifications will be prepared using Owner standards.

2. Review plans and specifications with Owner and revise as necessary. Prepare final plans, specifications, construction estimates and contract documents for installation of traffic signals throughout project limits.

b. Traffic Signal Data Collection

1. Collect AM peak period (6:30 – 9:00 AM) and PM peak period (4:00 PM – 6:30 PM) turning movement counts in 15 minutes intervals, including pedestrian counts, for two representative intersections. These intersections will provide a general understanding of the volume of traffic and traffic characteristics of the area.

2. Compile the existing traffic turning movement counts for the AM and PM peak hour time periods and determine the existing AM and PM peak hours, peak hour factors and percent trucks for each intersection. Balance the traffic turning movement counts for Phase II and Phase III for the AM and PM peak hours. Prepare base maps for Phase II and Phase III illustrating the existing peak hour turning movement counts, intersection geometrics, speed limits, distances between intersections, percent trucks, peak hour factor, and existing traffic signal phasing. Compile the existing

traffic signal timing plans to determine the existing traffic signal phasing, cycle length, minimum and maximum green times, yellow times, all-red times, walk times and flashing don't walk times.

c. *Initial Traffic Analysis – Segment 1 (West of Midway Road)*

1. Analyze the three signalized intersections in Segment 1, (Marsh, Surveyor, and Beltline/Marsh) utilizing an interactive process to provide coordinated traffic signal timings without sacrificing level of service for the minor traffic movements. More specifically, the following process will be utilized for both the AM and PM peak hours:

   - SIGNAL2000- Design optimum cycle length, phasing and green times for each isolated intersection such that all movements operate at LOS D or better.
   - NOSTOP – With the green splits designed in SIGNAL2000, use this program to determine the optimum cycle length to provide maximum progression on the corridor.
   - SIGNAL2000 – Rerun, if necessary, if the cycle length is different through NOSTOP than originally assumed.
   - TRANSYT-7F – Holding the cycle length and green splits constant, run this program to optimize offsets to provide progression for the highest volume movements (minimize system delay).

   Summarize the results with measure of effectiveness tables and phasing/timing diagrams and illustrate the train preemption phasing.

2. Jack Hatchell & Associates will assist the Engineer in a management role consisting of technical assistance and plan review for traffic signal timing plan for Arapaho Road from Marsh Lane to Surveyor Boulevard and Marsh Lane from Beltline Road to Arapaho Road.

d. *Initial Traffic Analysis – Segment 2 (East of Midway Road)*

1. Analyze the six signalized intersections in Segment 2 of Phase III, (Addison, Edwin Lewis, Quorum, Spectrum, Addison/Lindberg, and Addison/Beltline) utilizing an interactive process to provide coordinated traffic signal timings without sacrificing level of service for the minor traffic movements. The goal will be to provide traffic signal progression along the three signalized intersections along Addison Road and the four signalized intersections along Arapaho Road. The following process for both the AM and PM peak hours:

- SIGNAL2000- Design optimum cycle length, phasing and green times for each isolated intersection such that all movements operate at LOS D or better.
- NOSTOP – With the green splits designed in SIGNAL2000, use this program to determine the optimum cycle length to provide maximum progression on the corridor.
- SIGNAL2000 – Rerun, if necessary, if the cycle length is different through NOSTOP than originally assumed.
- PASSERII – Holding the cycle length and green splits constant, run this program to optimize the offsets for through movement progression on Addison Road and Arapaho Road. Two runs will be completed consisting of one run for Addison Road and one run for Arapaho Road.
- TRANSYT-7F – This program will be used to combine the two PASSERII runs and fine-tune the offsets for higher volume turning movements (minimize system delay).

Summarize the results with MOE tables and phasing/timing diagrams. Illustrate the train preemption phasing.

2. Jack Hatchell & Associates will assist the Engineer in a management role consisting of technical assistance and plan review for traffic signal timing plan for Addison Road from Beltline Road to Lindberg and for Arapaho Road from Addison Road to Spectrum. Assist Engineer with coordination with railroad and traffic signal design for railroad preemption.

e. Technical Memorandum

Document the procedures, findings and recommendations of the traffic signal timing analysis, with exhibits, tables and text in a technical memorandum. The technical memorandum will also include an appendix with the traffic software output.

Note: Additional information on the Traffic Study is included in Exhibit B.

D. Phase I Environmental Site Assessment

See Exhibit A for detailed description.

E. Construction Observation

- It is anticipated the Owner will require assistance with construction observation throughout the construction duration. Two separate Construction Observation tasks are included. The first will be full-time bridge construction observation. The second will be half-time roadway construction observation. Full-time is 40 hours per week throughout the duration the construction

schedule. Half-time is 20 hours per week throughout the duration the construction schedule. The bridge construction is estimated to take twelve months. The roadway construction is estimated to take fifteen months. If the duration differs from these estimates, the compensation shall be adjusted accordingly. The following tasks would be performed by this task. A supplemental agreement will have to be completed prior to the pre-construction meeting.

- Monitor construction activities including office/on-site observations during construction operations. This effort will be performed in association with the Owner's staff to supplement their own inspection staff.

- The Engineer's construction representative and staff shall be stationed in Engineer's offices for the administration of the contract documents.

- The Engineer's construction representative shall assist in working with the Contractor to address RFI's, shop drawings, and related questions concerning design issues to support timely response and resolution of issues

- The Project construction representative shall assist in monitoring the construction schedule on an ongoing basis at bi-weekly intervals based upon a 12-month construction schedule, and report to the Owner on matters that may lead to delays and deficiencies.

- Review requests for alternatives and substitutions from the Contractor and submit them, together with Engineer's recommendations, to Owner for consideration.

- Review and make recommendations on contractor submitted shop drawings.

- Observe bridge construction and related components.

- Observe construction to determine in general if the Work is proceeding in such a manner indicating that when completed it will be in accordance with requirements of the contract documents.

- Conduct observations to determine an estimate of percent completion.

- Prepare preliminary and final deficiencies lists at intervals during the overall Project duration.

- Based on observations and evaluations of the Contractor's applications for payment, the Project construction representative shall review and certify the amounts due the Contractor.

F. Coordination with third-party for bridge design

If the Town of Addison chooses to have a third party design the bridge over Midway Road it will require a coordination effort between HNTB and the third party. The Town has requested an estimate of how much time it would take for coordination between the Engineer and the third-party bridge designer. This estimate is for meetings with the third party, information sharing, transfer of files (electronic, including CAD), notes and sketches, and meetings with the Town to incorporate ideas into the bridge. This estimate is not for the design of any elements of the bridge that are developed through these meetings or by the third party. We have based our estimate on a total of 140 hours over the course of the design. The estimated amount would be approximately $17,500.

SECTION 3. PAYMENT

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

Basis of Compensation

Owner shall make payment monthly to Engineer based upon statements submitted by the Engineer for percentage of work performed.

Compensation for performing Basic and Additional Services shall be on a Lump Sum Basis. The Lump Sum amount for Services shall not exceed $813,785.00.

SECTION 4. RESPONSIBILITIES

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

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

The rights and remedies of Owner and Engineer under this Agreement are as provided by law. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project.

SECTION 5. TIME FOR PERFORMANCE

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

services to complete construction documents shall be completed within 10 months of Notice-to-Proceed.

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

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

SECTION 6. DOCUMENTS

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

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

Engineer agrees to and does hereby grant to Owner a royalty-free license to such instruments of service which Engineer may cover by copyright and to designs as to which Engineer may cover by copyright and to designs as to which Engineer may assert any rights or establish any claim under the design patent or copyright laws. Engineer, after completion of the services, agrees to furnish the originals of such instruments of service

to the Owner. Engineer may, however, retain copies of any and all documents produced. The license granted herein by Engineer shall survive termination of this Agreement for any reason.

SECTION 7. TERMINATION

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

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

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

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

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

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

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

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

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

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

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all services determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for percentage of completion by Engineer through such date of termination. In the event of, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all reasonable, unmitigatable costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.

- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation. The reasonable expense for same may be offset against amounts due the Engineer. In such case, Engineer shall not be liable with respect to indemnity or otherwise for any such services performed, arranged, or furnished by Owner. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 16-A. VENUE LOCATION

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

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SECTION 17. AGREEMENT AMENDMENTS

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

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 23rd day of January, 2001.

OWNER:
TOWN OF ADDISON, TEXAS

By: _____

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

Witness: _____

ENGINEER:
HNTB CORPORATION

By: _____

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

Witness: _____

EXHIBIT A

ARAPAHO ROAD EXTENSION
SURVEYOR BOULEVARD TO ADDISON ROAD
FEE PROPOSAL - JANUARY 2002

Basic Services

Final Design	
Paving, Drainage, and Utilities	$90,456
Streetscape	$20,925
Bidding and Contract Award	$4,952
Construction Administration	$8,880
Direct Labor Cost Phase III Basic Services	$125,213
Indirect Labor, Overhead	$192,702
HNTB Engineering Subtotal	$317,915
Profit and Contingency	$47,687
Out-of-Pocket Expense	$7,700
HNTB Subtotal Fee, Basic Services	$373,302
GBW	
See GBW Proposal	$124,918
Basic Services Fee	$498,220

Additional Services

Surveying, See ARS Inc. Proposal	$12,876
Geotechnical, See TerraMar Proposal	$33,125
Traffic Engineering	$35,555
Phase I Environmental Site Assessment, See TerraMar Proposal	$2,650
Coordination with Third Party designer of bridge over Midway	$17,500
Irrigation Layout and Design	$2,800
Construction Observation for Bridge, full-time	$133,620
Construction Observation for Roadway, half-time	$77,440
Subtotal Fee, Additional Services	$315,566
TOTAL FEE FOR SERVICES	**$813,785**

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
FINAL DESIGN - PAVING, DRAINAGE, AND UTILITIES

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD/ Tech	Clerical
Task 1. Final Design-Paving, Drainage, and Utilities						
Task 1.1 Paving Construction Drawings						
A. Cover Sheet			4		12	2
B. General Notes			8	16	16	
C. Quantity Summary Sheets				24	16	
D. Utility Relocations		16				
E. Typical Sections			24	24	40	
F. Construction Specifications and Contract Documents	4	16	40	8		16
G. Construction Sequencing/Traffic Control		16				
H. Plan and Profile Sheets		64	110	140	160	
I. Paving, Sidewalk, Intersection, Misc. Details		4	20	64	80	
J. Driveway Detail, Special Grading Sheet		16	32	48	60	
K. Striping Plan, Details		8				
L. Signing Plan, Details		8	16	40	40	
M. RR Grade Crossing Plan, Details, Coordination	40	80	80	16	40	16
N. Street Lighting Plan, Details	12	48	40	40	32	
O. Parking Lot design under bridge, both sides of Midway	4	16	24	40	40	
P. Removal Sheet			16	24	32	
Q. Bid Quantities		12	40	64	16	
R. Opinion of Probable Cost		12	24	32		8
S. QA/QC	6	30	20	10		4
T. Review Comment Revisions		24	32	32	80	4
Task 1.2 Project Management/Coordination	200	16		184		24
Task 1.3 Drainage Construction Drawings						
A. Drainage Plan/Profile		8				
B. Drainage Calculations		8				
C. Drainage Area Map		4				
D. Details		4	4		4	
E. Storm Water Pollution Prevention		4		4	4	
Task 1.4 Specifications and Contract Documents	8	40	20			40
Task 1 Total Hours	274	454	554	810	672	114
Hourly Rate	$54.00	$45.00	$33.00	$24.00	$23.00	$18.00
Direct Labor Cost	$14,796	$20,430	$18,282	$19,440	$15,456	$2,052
		HNTB Final Design-Pavement, and Utilities				**$90,456**

ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
FINAL DESIGN - STREETSCAPE

	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1
Task 2 Final Design- Streetscape						
Task 2.1 Schematic Design						
A. Kickoff/Programming Meeting			4		4	
B. Schematic Landscaping Master Plan	8	8	24		48	24
C. Schematic Plan Review Meeting			4		4	
Task 2.2 Design Development						
A. Prepare Design Development Package	8	12	40		72	24
B. Prepare Opinion of Probable Construction Costs			8		24	8
C. Design Development Plan Review Meeting			4		4	
Task 2.3 Construction Documentation						
A. Prepare Construction Documents	16	16	48		120	48
B. Prepare Technical Specifications			8		24	24
C. Prepare Revised Opinion of Probably Cost			4		8	8
D. Construction Document Review Meeting			4		4	4
Task 2.4 Bid Phase						
A. Prepare List of Qualified Sub-Contractors	*Not applicable to this contract*					
B. Prepare Addenda			8		16	8
C. Evaluate bid tabulation and recommend award			4		8	
D. Value Engineering/Substitutions	*Not applicable to this contract*					
Task 2.5 Construction Observation						
A. Kickoff Meeting	8		4		4	4
B. Review Submittals; Tag Trees			16		32	8
C. Review Information Requests			8		12	8
D. Review Work Progress			8		48	8
E. Prepare Punchlist			4		16	16
F. Punchlist Review					8	4
G. As-Builts - Project Closeout			2		24	12
Task 2 Total Hours	40	36	202	0	480	208
Hourly Rate	$32.21	$37.50	$30.77	$22.60	$18.27	$15.87
Direct Labor Cost	$1,288	$1,350	$6,216	$0	$8,770	$3,301
			Final Design - Streetscape			$20,925

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
BIDDING AND CONTRACT AWARD

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 3. Bidding and Contract Award						
A. Prepare Advertisement for Bidders		2			2	2
B. Prepare 25 Half-Size Sets of Plans & Bid Documents		2			16	8
C. Conduct Pre-Bid Meeting		3	3			2
D. Prepare Addenda & Respond to Bidder's Questions		16	24	24	16	24
E. Attend Bid Opening\ Review Bid Docs\Prepare Bid Tab	2	4	8			8
F. Recommend a Bidder to the Town of Addison		4				8
Task 3 Total Hours	2	31	35	24	34	52
Hourly Rate	$54.00	$45.00	$33.00	$24.00	$23.00	$18.00
Direct Labor Cost	$108	$1,395	$1,155	$576	$782	$936
					Bidding and Contract Award	$4,952

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
CONSTRUCTION ADMINISTRATION

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 4. Construction Administration						
A. Provide 3 Full-Size, 5 Half-Size Sets for Town			2		4	2
B. Provide 2 Full-Size, 3 Half-Size Sets for Contractor					2	
C Conduct Pre-Construction Meeting		3	3			3
D Review Submittals		8	24		16	40
E Respond to Requests for Information.	2	12	20		16	16
F. Attend Final Inspection		8	8			4
G Prepare Mylar Record Drawings	2	16	24	32	40	8
Task 4 Total Hours	4	47	81	32	78	73
Hourly Rate	$54.00	$45.00	$33.00	$24.00	$23.00	$18.00
Direct Labor Cost	$216	$2,115	$2,673	$768	$1,794	$1,314
			Construction Administration			$8,880

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
FINAL DESIGN - GBW ENGINEERS, INC.

	Asst. Project Manager	Project Engineer	Design Tech	CADD Operator	Clerical
Task 5. GBW Engineers, Inc.					
Project Meetings/Management	60				
Utility Coordination	8	4	40		16
Drainage Plans/Profile (1)	8	16	40	160	
Drainage Calculations	8	16	24	60	
Drainage Area Map	4	8	24	40	
Utility Relocations	8	16	40	120	
Construction Sequence/Traffic Control	8	16	40	180	
Striping	4	8	24	100	
Storm Water Pollution Prevention Plan	4	8	24	85	
Traffic Signal Drafting	8		8	96	
Details	4	8	16	48	
Bid Quantities	4	8	24	16	8
Bid Documents and Specifications	24	16			24
Opinion of Probable Cost	4	8	16		8
Task 5 Total Hours (GBW)	156	132	320	905	56
Hourly Rate	$45.00	$41.00	$24.00	$16.00	$16.00
Direct Labor Cost	$7,020	$5,412	$7,680	$14,480	$896
		Final Design-GBW			$35,488

(1) Hydraulic Gradient will be shown.

	Survey Manager	Survey Tech.	Survey Crew
GBW Engineers, Inc.			
Utility Survey	8	24	24
Task 2 Total Hours	8	24	24
Hourly Rate	$100.00	$60.00	$110.00
Direct Labor Cost	$800	$1,440	$2,640
	Survey-GBW		$4,880

Direct Labor Cost	$35,488
Indirect Labor, Overhear (1.8775)	$66,629
Subtotal	$102,117
Profit and Contingency	$15,421
Surveying Expense	$4,880
Direct Expense	$2,500
TOTAL FEE (GBW)	$124,918

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
ADDITIONAL SERVICES - SURVEYING - ARS ENGINEERS, INC.

	Abstractor	RPLS	Sr. Svy Tech	Survey Tech	3 Man Crew	Admin
Task 6. Additional Services - Surveying						
A. Update Property Ownership.	0			0		
B. Prepare Parcel Plats and Descriptions for 15 TCEs		0	0	0		
C. Stake Centerline at 50 ft. intervals with PCs and PTs				15	60	
D. Locate Bore Holes Horizontally and Vertically				5	24	
E. Additional Survey Shots at Midway Road				4	16	
F. Project Management and Administration		8				4
G. Three (3) Each Plats and Descriptions, Electronic Files		0		0		0
Task 6 Total Hours	0	8	0	24	100	4
Hourly Rate	$48.00	$90.00	$63.00	$53.00	$105.00	$40.00
Direct Labor Cost	$0	$720	$0	$1,272	$10,500	$160

Labor Total	$12,652
Expenses	$224
Additional Services - Surveying	$12,876

Expenses	
Map/Deed Copies	$0
Mileage	$94
Reprographics (Copies & Plots)	$50
Delivery/Courier Service	$30
Misc. Field Expenses	$50
Total Expenses	$224

ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
ADDITIONAL SERVICES - GEOTECHNICAL INVESTIGATION

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 7. Additional Services - Geotechnical Investigation						
Task 7 Total Hours						
Hourly Rate	***See attached Terra-Mar proposal***					
Direct Labor Cost						
	Additional Services - Geotechnical Investigation					$33,125.00

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Consulting Engineers • Geotechnical • Environmental • Construction Materials Testing

DALLAS • FORT WORTH • HOUSTON • AUSTIN • LONGVIEW

March 23, 2001

Mr. Jerry D. Holder, Jr., P.E.
Director of Capital Projects
HNTB Corporation
14114 Dallas Parkway, Suite 630
Dallas, Texas 75240

Re: Geotechnical Investigation
Arapaho Road Extension – Phase III
Addison, Texas
TMI Proposal No. P01-1547DE

Dear Mr. Holder:

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

PROJECT DESCRIPTION

The project consists of extending Arapaho Road from Surveyor Boulevard about 5,800 feet east to Addison Road. A 1,600-foot-long bridge is planned to carry Arapaho Road over Midway Road. Mechanically stabilized earth retaining walls will be constructed at the bridge approaches. These walls will have a maximum height of approximately 25 feet. An existing 60-inch-diameter waterline parallels the MSE walls on the south side of the alignment. A reinforced concrete box culvert is planned under a portion of the proposed roadway. The top of the box culvert will be on the order of 2 feet below the pavement section. The box culvert invert will extend approximately 10 feet below the current site grades and will be installed in an existing drainage ditch.

ANTICIPATED SUBSURFACE CONDITIONS

The project alignment is underlain by the Austin Chalk Formation. Subsurface conditions are expected to consist of active clays to depths of 2 to 10 feet underlain by tan weathered limestone to depths of 10 to 15 feet. Gray unweathered limestone suitable for support of the bridge foundations underlies the tan limestone. Based upon previous borings drilled by Terra-Mar in the area of the proposed site, we anticipate that the gray limestone will be encountered at depths of 10 to 15 feet below the ground surface.

SCOPE OF SERVICES

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

TERRA-MAR

Field Investigation

We proposed to drill and sample 25 borings for this project. The following table summarizes the proposed number of borings for the various structures.

TABLE 1 – PROPOSED FIELD INVESTIGATION

Proposed Structure	Total Number of Borings
Bridge	7
Retaining Walls and Box Culvert	14
Pavement	4

The bridge borings will be advanced a depth of 20 feet into unweathered gray limestone. The bridge borings are therefore anticipated to extend to a total depth of approximately 35 feet. The retaining wall box culvert borings will extend to a depth of 15 feet. The pavement borings will extend to a depth of 10 feet or 5 feet into weathered limestone, whichever is encountered first.

The borings will be continuously sampled to a depth of 6 feet, and at 5-foot intervals thereafter and/or at each change in the stratum until boring termination. The soil samples will be obtained with thin-walled tube and/or split-spoon samplers, depending upon the soil type and consistency. The bedrock in the bridge borings will be continuously cored. Samples of the bedrock from the other borings will be obtained from the auger cuttings. Texas Cone Penetrometer (TCP) tests will be performed at 5-foot intervals to evaluate the bearing properties of the bedrock.

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

It is understood that ARS Engineers (ARS), the project surveyor, will stake the centerline of the roadway alignment to assist us in locating our borings in the field. Terra-Mar will then stake the boring locations. The boring locations will be marked in the field so that ARS can determine the boring coordinates and ground surface elevations following the field exploration program.

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

The drilling operations will proceed in a manner that will reduce the potential of damage to underground utilities. We request that we be provided with any information regarding any existing

underground utilities that are present on-site prior to beginning the field work. We will coordinate underground utility line clearance with the Texas Excavation Safety System, the City of Addison, Dallas Water Utilities (DWU), Dallas Area Rapid Transit (DART), and owners of any other utilities known to be in the area. However, we will not be responsible for damage to underground utility lines that are not properly identified by others prior to mobilization of drilling equipment to the site.

Laboratory Testing

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

Engineering Analyses and Report

The results of the field investigation and laboratory testing programs will be evaluated to provide recommendations for design and construction of the roadway. The results of this investigation will be presented in an engineering report. Three hard copies of the report will be submitted. An electronic copy of the boring logs will also be provided. The report will include the following:

1. Logs of borings in TxDOT "WinCore2" format, laboratory test results, borehole water level observations, and a plan of borings.
2. Recommendations for design of drilled shaft bridge foundations, including allowable bearing resistance, estimated depth of bearing stratum, and estimated foundation settlement.
3. Recommendations for design of the MSE retaining wall foundations that will include allowable bearing pressures, sliding resistance, global stability, and estimated settlement.
4. Recommendations for design of the box culvert, including equivalent fluid pressures and allowable bearing pressures.
5. Recommendations for retaining wall and box culvert backfill soil types, backfill placement, and compaction.
6. Evaluation of the impact of the box culvert on the performance of the proposed pavement section, including recommendations for reducing the amount of differential movement between sections of the roadway supported over the box culvert and box culvert backfill, and sections supported on the existing subgrade soils.
7. Recommendations for pavement subgrade preparation.
8. Recommendations for Portland cement concrete pavement sections. It is assumed that others will provide the anticipated traffic loading for use in our analysis.

TERRA-MAR

9. Discussion of potential construction problems, such a hard rock excavation, groundwater, and subgrade instability.

PROJECT SCHEDULE

It is anticipated that it will take approximately 10 working days to have the utilities marked in the field. The field investigation will require 10 days to complete, weather conditions permitting. Laboratory testing will require approximately 15 working days to compete. It is anticipated that the final report will be completed within approximately 35 to 40 working days after receiving authorization to proceed. Preliminary results can be provided during the course of study if desired.

PROJECT BUDGET

Based on the proposed scope of services outlined above, we will provide a geotechnical report for this project for a lump sum fee of **$33,125.00**. This offer is good for a period of 90 days from the date of the proposal.

CLOSURE

Signing the attached Proposal Acceptance Sheet and faxing it to TMI at 972-488-8080 will indicate formal acceptance of the attached Terms & Conditions. Receipt of the signed copy will constitute TMI's notice to proceed. Payment for services is due within thirty (30) days after receipt of TMI's invoice. This proposal is valid for a thirty-day period from the date of this proposal.

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

Sincerely,

TERRA-MAR INC.

Roger K. Southworth, P.E.
Project Manager

Barry R. Grubbs, P.E.
President

Attachments: Proposal Acceptance Agreement
Professional Services ♦ General Terms and Conditions

ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
ADDITIONAL SERVICES - TRAFFIC STUDY

	Project Manager	Senior Engineer	Design Engineer	HNTB Co-op	Jack Hatchell	Gram Traffic
Task 8. Additional Services - Traffic Study						
A. Signal Design Layout						
1. Preliminary Design					$5,000	
2. Final Design					$2,200	
B. Traffic Signal Data Collection						
1. Peak Period Turning Movement Counts					*Deleted per KHA study*	
C. Signal Phasing and Timing Analysis						
1. Project Management, Administration, Coordination	8					
2. Compile existing signal; timing plans (determine existing phasing)		1	8			
3. Determination of existing ped. Phasing and cycle lengths		2	10			
4. Compile existing/projected ADT's and Turning Movement Counts		2	8			
5. Determine projected AM and PM peak hour turning movements		4	24			
6. Obtain Geometric Plans/Base Maps		2	4			
7. Determine Clearance Times (Yellow/All-red)		6	12			
8. Coordination for Railroad Preemption	2	8	20			
9. SIGNAL2000 Analysis - LOS and Phase Determination		6	24			
10. NOSTOP and SIGNAL2000 - Cycle Length for Prog.		4	16			
11. TRANSYT-7F Analysis - Offsets		4	16			
12. Summary Phasing/Timing		4	8		$4,000	
13. Illustration of Preemption phases - Phase II		4	8			
14. Illustration of Preemption phases - Phase III		2	12			
15. Technical Memorandum		6	12	20		
15. Bidding and Award of Contract / Review					$600	
Task 8 Total Hours	10	55	182	20		
Hourly Rate	$54.00	$45.00	$24.00	$14.00		
Direct Labor Cost	$540	$2,475	$4,368	$280	$11,800	$0.00
Total Direct Labor and Burden	$1,674	$7,673	$13,541	$868	$11,800	$0.00
			Additional Services - Traffic Study			$35,555

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July 10, 2001
TMI Proposal No.: P01-1538DN

Mr. Jerry D. Holder, Jr., P.E.
Director of Capital Projects
HNTB Corporation
14114 Dallas, Parkway, Suite 630
Dallas, Texas 75240

Tel; 972-661-5626

RE: Proposal for Phase I Environmental Site Assessment
Automotive Facility, Southwest Corner, Intersection of Addison Rd. and Arapaho Rd.
Addison, Texas

Dear Mr. Holder:

At your request, Terra-Mar, Inc. (TMI) is pleased to submit this proposal to provide a Phase I Environmental Site Assessment (ESA) at the above-referenced property. This proposal outlines our proposed scope of services and presents our estimated compensation and schedule to perform the work.

PROJECT BACKGROUND

The property subject to this investigation is currently an active automotive repair facility located at the southwest corner of the intersection of Addison and Arapaho Roads, in Addison, Dallas, County, Texas.

It is our understanding that HNTB is requesting a Phase I Environmental Site Assessment of the above-referenced property prior to acquisition of the property for the Arapaho Road Extension-Phase III project.

PROPOSED SCOPE OF SERVICES

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Terra-Mar, Inc. (TMI) will provide the professional services required to identify the presence of recognized environmental conditions at the site by performing a regulatory/historical review and visual inspection of the site for the presence or evidence of hazardous substances on or near the property. The Phase I ESA services to be provided by TMI are described in the following Scope

of Work. TMI's scope of services and report format incorporate the criteria established by ASTM-1527-00, and the ESA will be performed in general conformance with this standard.

On-Site Assessment

Our environmental assessment personnel will conduct a walk-through of the property. The site inspection will cover the following visual activities related to:

- Areas of potential contamination;
- Areas of visible contamination;
- Observed adjacent properties;
- Site boundaries;
- Chemical storage or dispensing activities;
- Geological and hydrogeological characteristics of the site;
- Apparent and unusual topographical changes;
- Site operations;
- Grounds management;
- Waste storage/management practices;
- Proximity of surface water;
- Existing transformers, and light ballasts that may potentially contain PCBs;
- On-site petroleum storage tank management practices and compliance;
- On-site disposal and landfill practices;
- Pesticide usage and dust control;
- Ponds, basins and lagoons;
- Stained and discolored building surfaces/soils; and
- Hazardous materials storage/handling practices;
- Suspect Asbestos-containing materials (Option to include collection of up to 30 bulk samples for PLM analysis; separate fee shown below).

Document Review and Interviews

The following published lists will be reviewed in order to discover if the subject site or properties within the prescribed ASTM radii have either past or present potential/documented environmental conditions:

- U.S. EPA'S CERCLIS list of sites potentially contaminated with hazardous waste;
- The National Priorities List (NPL) of sites contaminated with hazardous waste;
- The U.S. EPA RCRA Notifiers List of facilities which generate, treat, store, transport, or dispose of hazardous waste;
- The U.S. EPA ERNS (Emergency Response Notification System) List; and
- The Texas Natural Resource Conservation Commission (TNRCC) lists of State Superfund Sites, Registered and Leaking Underground Storage Tanks, Spill Incidents and Accidents, and Municipal Waste Registration List.

Additionally, TMI will review a 50-year chain of title, historical aerial photographs, city directories, building permits, and Sanborn maps, if available.

We will review available USGS topographic maps of the site area to estimate local topography, and we will review selected maps and documents pertinent to knowledge about the geologic/ hydrogeologic setting of the site. If available, we will interview persons with specific relevant knowledge of the site.

REPORT

Following our site visit, historical/regulatory reviews and interviews, we will prepare a report for the site, detailing our observations, findings, conclusions, and recommendations. Figures, maps, photographs and other referenced documentation will be appended to the final report. TMI will provide three (3) copies of the final report.

SCOPE LIMITATIONS

The following tasks are not included in the above scope of services, but can be provided at an additional cost if needed:

- Additional file acquisition, research, or investigation into listed facilities discovered on adjacent properties during the performance of the regulatory review;
- Sampling of stored materials/waste;
- Sampling and analysis of soils or groundwater or potential lead-based paint containing surfaces;
- Disposal of any contaminated surface or subsurface soils or groundwater;
- Area delineation and quantification of any contaminated soil;
- Assessment of the site or structures for suitability of intended use; structural, mechanical, building, roof, or site safety inspections;
- Wetlands delineation;
- Oil and Gas survey;
- Water wells search;

PROJECT FEES

Phase I ESA .....**$ 1,900.00**
Pre-Demolition Asbestos Survey (up to 30 samples*) .....**$ 750.00**

TMI will provide the presented scope of services on a fixed fee basis.

PROJECT SCHEDULE

TMI proposes to initiate environmental investigation activities within 24 hours following receipt of client's written permission to proceed. Field activities will be completed in two working days. TMI will complete and submit our draft Phase I report within 15 business days following notification to proceed.

PAYMENT

Payment for services is requested within 30 days of delivery of TMI's report.

PROPOSAL ACCEPTANCE

TMI appreciates the opportunity to submit this proposal. Executing the Proposal Acceptance Agreement (PAA) and Faxing to TMI at (972) 488-8080 can indicate formal acceptance, and will constitute TMI's Notice to Proceed.

TMI's experienced engineers and scientists are committed to meeting your needs. We look forward to serving you on your project.

Respectfully submitted,

Terra-Mar, Inc.

James R. Gaw
Vice President, Environmental Services

EXHIBIT B – Additional Services not included in proposal

Traffic Signal Coordination Timing Plans – Final Timing

- Progression analysis should be refined between the months of October and April, after Arapaho Road is open to traffic. After the road is open, new traffic counts need to be taken in order to base the progression analysis off accurate, current data. Based on the new traffic counts, progression analysis would be performed using SIGNAL2000, NOSTOP, TRANSYT-7F, and PASSERII-90 software. The traffic counts and progression analysis would be done through a supplemental agreement.

Building Demolition Plans

- There are three known locations that will require demolition plans for existing structures along the corridor. The full extent of how the buildings will be effected cannot be determined at this time. The necessary plans and specifications for the demolition of these structures are not included in this scope of work.

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

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

II. Detailed Scope of Basic Services

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

A. Surveying

1. Update property ownership.

2. Prepare parcel plats and descriptions for fifteen (15) temporary construction easements.

3. Project management and administration.

4. Three (3) each plat and description signed with blue ink and electronic files.

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

1. Import ground survey data into aerial topo and merge in InRoads.

2. Develop breaklines for existing ground surface.

3. Generate Digital Terrain Model and contours.

4. Field verification of Digital Terrain Model.

5. Review horizontal and vertical alignments of schematic design.

6. Revise/Update graphical alignments into InRoads design software.

7. Construct typical section templates.

   7.1. Mainlanes only with median

   7.2. Mainlanes only without medians

   7.3. Mainlanes with turning lanes

8. Model templates along horizontal and vertical alignments.

9. Plot cross-sections to determine areas where toe-of-slopes will require temporary construction easements.

10. Modify vertical alignment in areas where improvements can be made to the toe-of-slopes.

11. Re-model templates along new vertical alignment.

12. Continue refinement process to obtain optimum profile.

13. Establishment of temporary construction easement limits at driveways and slope easements.

14. Prepare Temporary Construction Easements exhibits for surveyor.

15. Meet with Town to review cross sections and TCE's.

SECTION 3. PAYMENT

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

Basis of Compensation

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

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

SECTION 4. RESPONSIBILITIES

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

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

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

SECTION 5. TIME FOR PERFORMANCE

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

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

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

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

SECTION 6. DOCUMENTS

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

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

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

SECTION 7. TERMINATION

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

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

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

SECTION 8. INSURANCE

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

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

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

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

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

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

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

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

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all work determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Engineer to and from meeting called by Owner at which Engineer is required to attend, but shall not include any loss of profit of Engineer. In the event, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.

- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the Engineer. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 17. AGREEMENT AMENDMENTS

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

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

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 22ND day of MAY, 2001.

OWNER:
TOWN OF ADDISON, TEXAS

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

Witness: _____

ENGINEER:
HNTB CORPORATION

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

Witness: _____

EXHIBIT A

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

Basic Services

Final Design	
Paving, Drainage, and Utilities	$11,030
Indirect Labor, Overhead	$16,975
HNTB Engineering Subtotal	$28,005
Profit and Contingency	$4,201
Out-of-Pocket Expense	$200
HNTB Subtotal Fee, Basic Services	$32,406
ARS	
See ARS Proposal	$12,571
Basic Services Fee	**$44,977**

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

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 1. Preliminary Design - DTM, Alignments, Templates, Cross-Sections, and TCE's						
1.1 Digital Terrain Model						
A. Import fround survey into aerial topo and merge in InRoads			4	12		
B. Input breaklines			2	24	16	
C. Generate DTM / Check and Manipulate as needed			4	8		
D. Generate contours				8	4	
E. Field verification of DTM contours		4	4	4		
F. Final corrections to DTM		4	8	16	16	
1.2 Alignments and Templates						
A. Review horizontal and vertical alignments of schematic			8	4		
B. Update/Revise graphical alignments in InRoads software			2	8		
C. Construct templates			16	16		
D. Model templates along horizontal and vertical alignments			24	40		
E. Plot cross-sections and examine toe-of-slopes					8	
F. Modify vertical alignment		4	4	8		
G. Re-model templates along alignments			4	16		
H. Establish TCE limits at driveways and slopes			4	12	16	
I. Meet with Town to review cross-sections and TCE's		4	4			2
J. Prepare exhibits for surveyor			2	2	16	2
K. QA/QC	4	4				
1.3 Project Management and QA\QC						
A. Review and approve subconsultant invoicing		4				
B. Review TCE and Property Map submittals		8				
C. Attend Meetings with Town		4	4			
Task 1 Total Hours	4	36	94	178	76	4
Hourly Rate	$54.00	$45.00	$33.00	$24.00	$23.00	$18.00
Direct Labor Cost	$216	$1,620	$3,102	$4,272	$1,748	$72

HNTB Preliminary Design **$11,030**

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

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

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

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

AGREEMENT FOR ENGINEERING SERVICES

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

PRELIMINARY

2/12/03

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 11, 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. 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, upon written request, 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:

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

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)

By _____

Title _____

Date _____

HNTB Corporation
(Engineer)

By _____

Title _____

Date _____

ATTACHMENT A
SCOPE OF SERVICES

1. Engineer shall perform the following Services:

   The following Services shall result in two separate bid packages. The first bid package shall include Parcel 1 (Brick Yard) and Parcels 12 & 13 (Mini Storage). The second bid package shall include Parcel 2 (Automotive Garage).

   Engineer will prepare plans and specifications for bidding and demolition of two single-story buildings on two separate sites (Parcels 1 and 2). Plans and specifications for demolition of a portion of two single-story storage buildings (See Exhibit 1) and design of a new endwall system to re-enclose the buildings on a third site (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.
   - Traffic control plans showing traffic signing to be maintained during construction.
   - 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 construction 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 endwall 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 endwalls.
   - 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 endwall 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 endwall 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 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 according to the schedule in Attachment B

    - 100% plans and specifications

ATTACHMENT B
SCHEDULE

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

- 90% plans for each of two separate bid packages will be submitted for review within 30 calendar days of notice to proceed.
- 100% plans for each of two separate bid packages 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***					
Bid Package No. 1	A. Parcel 1 (Brick Yard)					
	a. Cover Sheet	1		1	1	
	b. Right-of-Way map	1		1	2	
	c. Removal Plan and Utility Relocations	1		6	3	
	d. Grading and Site Plan	1		2	2	
	e. Storm Water Pollution Prevention Plan	1		3	2	
	f. Traffic Control Plan	1		1	2	
	g. Specifications and Contract Documents		2	12		2
	B. Parcels 12 and 13 (Mini Storage)					
	a. Cover Sheet	5		-	-	
	b. Right-of-Way map			1	2	
	c. Removal Plan and Utility Relocations			6	3	
	d. Grading and Site Plan (temp. fencing)			4	2	
	e. Storm Water Pollution Prevention Plan			3	2	
	f. Traffic Control Plan			1	2	
	g. Specifications and Contract Documents		-	-		
	h. Architectural Drawings and Details		2	16		
	i. Architctural Specifications		2	10		
	j. Site visit to determine building construction requirements for new wall and roofing material and attachments.			4		
	k. Structural Design of Wall, Foundation, Lateral Stability		4	16	16	
	l. Structural Specifications		2	12		4
	m. Project Management		2			
Bid Package No. 2	C. Parcel 2 (Automotive Garage)					
	a. Cover Sheet	1		1	1	
	b. Right-of-Way map	1		1	2	
	c. Removal Plan and Utility Relocations	1		6	3	
	d. Grading and Site Plan	1		2	4	
	e. Storm Water Pollution Prevention Plan	1		3	2	
	f. Traffic Control Plan	1		2	2	
	g. Specifications and Contract Documents		2	8		2
	h. Project Management		2			
I. Subtotal Hours		***-***	***18***	***122***	***53***	***8***
II	***Project Management and Administration - Bid Package 1***					
	A. Bidding and Contract Award - Bid Package 1 (Parcels 1,12,13)					
	1. Prepare Advertisement for Bidders		1	4		1
	2. Print 15 Blueline Sets of Plans & Bid Documents			2	4	
	3. Prepare Addenda & Respond to Bidder's Questions		1	8		
	4. Attend Bid Opening and Prepare Bid Tabulation		1	4		
	5. Recommend a Bidder to the Town of Addison		1	1		1
	B. Construction - Bid Package 1 (Parcels 1,12,13)					
	1. Provide 3 Full-size Blueline Sets-Town & Contractor			2	2	
	2. Review Architectural Submittals/Respond to Questions		1	10		
	2. Review Structural Submittals/Respond to Questions		2	12		
II. Subtotal Hours		***-***	***7***	***43***	***6***	***2***
III	***Project Management and Administration - Bid Package 2***					
	A. Bidding and Contract Award - Bid Package 2 (Parcel 2)					
	1. Prepare Advertisement for Bidders		1	2		1
	2. Print 15 Blueline Sets of Plans & Bid Documents			2	4	
	3. Prepare Addenda & Respond to Bidder's Questions		1	8		
	4. Attend Bid Opening and Prepare Bid Tabulation		1	4		
	5. Recommend a Bidder to the Town of Addison		1	1		1
	B. Construction - Bid Package 2 (Parcel 2)					
	1. Provide 3 Full-size Blueline Sets-Town & Contractor			2	2	
	2. Review Submittals		1	2		
III. Subtotal Hours		***-***	***5***	***21***	***6***	***2***
	Total Hours	-	30	186	65	12
	Labor Rates	-	$55	$35	$25	$18
	Direct Labor Cost	-	$1,650	$6,510	$1,625	$216

Total Direct Labor - Dallas ***$10,001***

Indirect Labor, Overhead ***$15,402***

$25,403

Profit and contingency ***$3,810***

Expenses ***$475***

Total Fee for Demolition Services ***$29,688***

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.

N

DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION

PARCEL 13

PARCEL 12

PARCEL 11

ARAPAHO ROAD

S89°58'49"E

42+00 43+00 44+00 45+00 46+00 41+00 40+00 39+00 38+00 37+00

1 STORY CONCRETE

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

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

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
The HNTB Companies

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 09:09
G:\25768-ph3\h1\Exhibits\storagefacility2.dgn

HNTB Contract and Supplemental Agreement Summary

	Contract Amount	Total	Construction	Roadway Design	Landscaping	ROW Management	Total	Description	Construction Services
Prime Contract	$ 813,785.00	$ 813,785.00	$ 211,060.00	$ 602,725.00			$ 813,785.00		
Supplemental 1	$ 18,015.00	$ 831,800.00		$ 18,015.00			$ 18,015.00	Heritage In Alignment	Decel lane, Left turn lane, roadway adjustments
Supplemental 2	$ 15,700.00	$ 847,500.00		$ 15,700.00			$ 15,700.00	Landscape/Streetscape	
Supplemental 3	$ 18,903.00	$ 866,403.00		$ 18,903.00			$ 18,903.00	Drainage - Bridge	
Supplemental 4	$ 23,078.00	$ 889,481.00		$ 23,078.00			$ 23,078.00	Watson Taylor	
Supplemental 5	$ 11,698.00	$ 901,179.00		$ 11,698.00			$ 11,698.00	ARS/Exhibits	
Supplemental 6	$ 23,803.00	$ 924,982.00		$ 23,803.00			$ 23,803.00	DWU Coordination	
Supplemental 7	$ 18,367.00	$ 943,349.00		$ 18,367.00			$ 18,367.00	Retaining wall Concepts and Design	
Supplemental 8	$ 1,600.00	$ 944,949.00		$ 1,600.00			$ 1,600.00	Additional Borings for Bridge	
Supplemental 9	$ 92,880.00	$ 1,037,829.00			$ 92,880.00		$ 92,880.00	Park Landscape Design Services	
Supplemental 10	$ -	$ 1,037,829.00					$ -	Skipped Number	
Supplemental 11	$ 99,250.00	$ 1,137,079.00	$ 99,250.00				$ 99,250.00	Construction Material Testing (Rone)	Earthwork (Moisture density testing), Pier Inspection (assumed 11 days drilling and a drilling rig) , and Concrete Testing (Concrete and steel inspection, Concrete cylinder and beam testing)
Supplemental 12	$ 19,687.00	$ 1,156,766.00		$ 19,687.00			$ 19,687.00	DWU Coordination	
Supplemental 13	$ 149,874.00	$ 1,306,640.00	$ 149,874.00				$ 149,874.00	Additional Construction Services	To cover overage from Prime contract and extend the construction services to cover future costs. Assumed; after 2/11/05 AW would continue to work for an additional 34 weeks; AW would work 6 days a week, 12-hours a day for 30 weeks; AW would work 7 days a week for 4 weeks; 208 additional working days
Supplemental 14	$ 6,792.00	$ 1,313,432.00				$ 6,792.00	$ 6,792.00	Bullough/Lykos Appeal	
Supplemental 15	$ 5,400.00	$ 1,318,832.00		$ 5,400.00			$ 5,400.00	Redesign Roadway due to RR track field adjustments	During construction, the railroad came in and leveled off their tracts. In doing so they changed the top rail elevations by several inches. These elevations were what the road was originally designed for, in changing the elevations, the drainage patterns were also changed. the roadway inside the "Y"-tracks had to be re-designed to accommodate these modified grades.
Supplemental 16	$ 118,580.00	$ 1,437,412.00	$ 118,580.00				$ 118,580.00	Additional Construction Services	Assumed: AW would complete project 12/16/2005; Guy would work 5 days a weeks, 10-hour days; Guy would have an assistant inspector 2 days a week for 8-hour days
			$ 578,764.00	$ 758,976.00	$ 92,880.00	$ 6,792.00	$ 1,437,412.00		

URS

April 11, 2003

Mr. Steven Z. Chutchian, PE
Assistant City Engineer
16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001-9010

Re: **Arapaho Road Bridge at Midway Road**
Work Order No. 002
Expert Witness Testimony of Noise & Vibration Analysis for the Property Condemnation

Dear Mr. Chutchian:

Enclosed please find two originals of Work Order Number 002 for the Expert Witness Testimony of Noise Analysis for the Property Condemnation with Attachment A - Scope of Services, Attachment B - Estimated Schedule, and Attachment C - Lump Sum Fee Breakdown. Please execute both originals of the work order and return to us for our signature. We will then provide one original fully executed work order to you.

Please call if you have any questions.

Sincerely,

URS Corporation

Cliff R. Hall, PE
Project Manager

Enclosure

Not Signed

$23,410
noise / Vib.
Expert witness

URS Corporation
Graystone Centre
3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Tel: 972.406.6950
Fax: 972.406.6951

URS

April 11, 2003

Mr. Steven Z. Chutchian, PE
Assistant City Engineer
16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001-9010

Re: **Arapaho Road Bridge at Midway Road**
Work Order No. 002
Expert Witness Testimony of Noise & Vibration Analysis for the Property Condemnation

Dear Mr. Chutchian:

Enclosed please find two originals of Work Order Number 002 for the Expert Witness Testimony of Noise Analysis for the Property Condemnation with Attachment A - Scope of Services, Attachment B - Estimated Schedule, and Attachment C - Lump Sum Fee Breakdown. Please execute both originals of the work order and return to us for our signature. We will then provide one original fully executed work order to you.

Please call if you have any questions.

Sincerely,

URS Corporation

Cliff R. Hall, PE
Project Manager

Enclosure

URS Corporation
Graystone Centre
3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Tel: 972.406.6950
Fax: 972.406.6951

FIXED PRICE WORK ORDER NO. 002

In accordance with the Agreement for Professional Services between **Town of Addison** ("Client"), and **URS Corporation** ("URS"). a **Nevada** corporation, dated **November 11, 2002**, this Work Order describes the Services, Schedule, and Payment Conditions for URS Services on the Project known as:

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
EXPERT WITNESS TESTIMONY OF NOISE & VIBRATION ANALYSIS

Client Authorized Representative:
Address: Public Works Department, P.O. Box 9010
Addison, TX 75001-9010
Telephone No.: 972.450.2871

URS Authorized Representative: Emily Taylor, P.E.
Address: Graystone Centre, 3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Telephone No.: 972.406.6950

SERVICES. The Services shall be described in Attachment **A** to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment **B** to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein. URS acknowledges that timely performance of its services is an important element of this Agreement and the Work Order. URS will put forth its best efforts to timely complete the Services.

PAYMENT. The Services described in Attachment A will be performed for a total fixed amount of **$21,985.00**; in no event shall the payment by Client for the Services exceed the said amount. A breakdown of this amount is included in Attachment **C**. Payment shall be made monthly based upon statements submitted to the Client for the work performed.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	**URS**
Signature	Signature
Ron Whitehead / City Manager	**Emily Taylor, P.E. / Vice President**
Typed Name/Title	Typed Name/Title
Date of Signature	Date of Signature

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 002

ATTACHMENT A
SCOPE OF SERVICES

EXPERT TESTIMONY OF NOISE AND VIBRATION ANALYSIS FOR PROPERTY CONDEMNATION

URS will provide expert witness testimony for the condemnation hearings relating to the construction and use of Arapaho Road from approximate Station 40+67 to approximate Station 70+28 and as provided in the itemized scope. The construction will consist of an elevated four-lane roadway with sidewalk located within the proposed Arapaho Road right-of-way (ROW) on a tangent alignment.

This task includes preparation and participation of staff qualified in airborne and groundborne noise analysis in the upcoming condemnation hearings (currently scheduled for April 16 and April 23, 2003) for the sites known as The Crouch Property (old MBNA Building) and the Motel 6 Property.

In addition to the airborne noise analysis conducted for the project, a groundborne noise (i.e., vibration) study will be conducted. Potential vibration impacts would be analyzed for 2 cases - a "close-in" case (the Crouch) property wherein the bridge pier is approximately 27 feet from the building of interest; the second for the Motel 6 property, in which the bridge/roadway is approximately 100 feet from the building of interest. Vibration from construction equipment and operations will also be addressed. This study will be a "screening" level of analysis as vibration is not expected to have an adverse impact.

URS' Michael Greene, INCE Bd. Cert. # 97008 and Project Manager, Cliff Hall, P.E., will attend a preparation meeting on April 7, 2003 in Dallas, Texas with Town of Addison legal representatives and other URS staff. Noise analysis results to-date will be reviewed and preparations/strategies for the condemnation hearings will be discussed. Following the preparation meeting, relevant presentation material will be prepared and presented to Town of Addison legal representatives for review. Because of the limited time available between the preparation meeting and the condemnation hearing, one (1) round of review and revision per hearing is anticipated. Additional review cycles will be considered out-of-scope work requiring additional budget authorization.

Michael Greene and Cliff Hall will attend one condemnation hearing for the Crouch Property and one condemnation hearing for the Motel 6 property and will present the results of the noise and vibration analyses as they pertain to the subject properties. They will be available for questions as necessary.

When URS staff appear as expert witnesses at court trials, mediation, arbitration hearings and depositions, their time is charged at 2.0 times the standard rate. All time spent preparing for such trials, hearings and depositions is charged at the standard labor rate.

Itemized Scope of Services Provided by URS for the Expert Witness Testimony of Noise & Vibration

TASK I - Expert Testimony

A. Crouch Property

1. Preparation for Strategy Meeting
2. Strategy Meeting
3. Preparation for Condemnation Hearing - Crouch
4. Vibration Screening (Constr & Opers.)
5. Crouch Condemnation Hearing and Debrief

B. Motel 6 Property

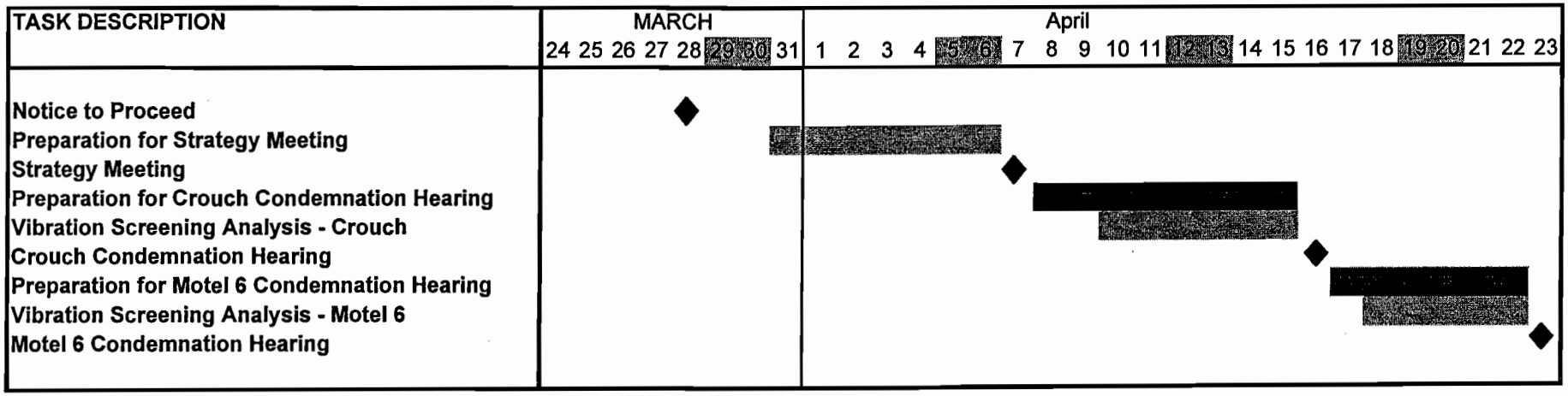
1. Preparation for Condemnation Hearing - Motel 6
2. Vibration Screening (Constr & Opers.)
3. Motel 6 Condemnation Hearing and Debrief

URS Corporation

Arapaho Road Bridge at Midway Road - Work Order No. 002
Expert Witness Testimony of Noise & Vibration Analysis for Condemnation Property

ATTACHMENT B

Estimated Schedule



ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 002
EXPERT WITNESS TESTIMONY OF NOISE & VIBRATION ANALYSIS
ATTACHMENT C

FIXED PRICE BREAKDOWN
URS CORPORATION

	Total Cost
TASK I – EXPERT TESTIMONY	
A. Crouch Property	**$ 14,955.00**
1. Preparation for Strategy Meeting	
2. Strategy Meeting	
3. Preparation for Condemnation Hearing - Crouch	
4. Vibration Screening (Constr & Opers.)	
5. Crouch Condemnation Hearing and Debrief	
B. Motel 6 Property	**$ 7,030.00**
1. Preparation for Condemnation Hearing - Motel 6	
2. Vibration Screening (Constr & Opers.)	
3. Motel 6 Condemnation Hearing and Debrief	
TOTAL	**$ 21,985.00**

THIS ESTIMATE WILL BE REVISED!
SZC
4/30/01

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD

WORK ORDER NO. 002 - ARAPAHO ROAD BRIDGE - Expert Testimony for Condemnation Hearing

MAN-HOUR & EXPENSE COST ESTIMATE **CONSULTANT:** **URS Corporation**

URS CORPORATION

	Expert Witness	Senior Consult.	Project Mangr	Sr Project	Project Eng/Plan	Staff Eng/Plan	Sr. Tech.	Tech	Clerical WP	Total Hours	Total Labor Cost	Direct Expenses	Total Cost
	$270.00	$165.00	$135.00	$135.00	$95.00	$65.00	$80.00	$65.00	$50.00				
TASK I - Expert Testimony	**18**	**6**	**17**	**64**	**8**	**0**	**8**	**0**	**8**	**129**	**$ 18,585.00**	**$ 3,400.00**	**$ 21,985.00**
A. Crouch Property	9	4	13	46	8	0	4	0	8	92	$ 12,705.00	$ 2,250.00	**$ 14,955.00**
1. Preparation for Strategy Meeting		1	2	8					2	13	$ 1,615.00		$ 1,615.00
2. Strategy Meeting			4	12					1	17	$ 2,210.00	$ 1,000.00	$ 3,210.00
3. Preparation for Condemnation Hearing - Crouch		2	4	14	8		4		2	34	$ 3,940.00	$ 250.00	$ 4,190.00
4. Vibration Screening (Constr & Opers.)		1	1	6						8	$ 1,110.00		$ 1,110.00
5. Crouch Condemnation Hearing and Debrief (2 persons @ 4.5 hrs)	9		2	8					1	20	$ 3,830.00	$ 1,000.00	$ 4,830.00
B. Motel 6 Property	9	2	4	16	0	0	4	0	2	37	$ 5,880.00	$ 1,150.00	**$ 7,030.00**
1. Preparation for Condemnation Hearing - Motel 6		1	1	4			4		1	11	$ 1,210.00	$ 150.00	$ 1,360.00
2. Vibration Screening (Constr & Opers.)		1	1	4						6	$ 840.00		$ 840.00
3. Motel 6 Condemnation Hearing and Debrief (2 persons @ 4.5 hours)	9		2	8					1	20	$ 3,830.00		$ 3,830.00
										0	$ -	$ 1,000.00	$ 1,000.00

URS

April 18, 2003

Mr. Steven Z. Chutchian, PE
Assistant City Engineer
16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001-9010

Re: **Arapaho Road Bridge at Midway Road**
Work Order No. 003
Resolution of DWU Issues

Dear Mr. Chutchian:

As you know the URS Team performed additional modifications to conceptual drawings and participated in numerous meetings to resolve the issues with Dallas Water Utilities (DWU). These modifications and meetings were outside our scope as defined in Work Order No. 001. Therefore we are submitting a request for additional fee for these services performed. The fee provided was derived from actual hours spent to resolve DWU' concerns.

Enclosed please find two originals of Work Order Number 003 for services provided to resolve the issues with DWU with Attachment A - Scope of Services, Attachment B - Estimated Schedule, and Attachment C - Lump Sum Fee Breakdown. Please execute both originals of the work order and return to us for our signature. We will then return one original fully executed work order to you.

Sincerely,

URS Corporation

Cliff R. Hall, PE
Project Manager

Enclosure

URS Corporation
Graystone Centre
3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Tel: 972.406.6950
Fax: 972.406.6951

FIXED PRICE WORK ORDER NO. 003

In accordance with the Agreement for Professional Services between **Town of Addison** ("Client"), and **URS Corporation** ("URS"). a **Nevada** corporation, dated **November 11, 2002**, this Work Order describes the Services, Schedule, and Payment Conditions for URS Services on the Project known as:

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
RESOLUTION OF DWU ISSUES

Client Authorized Representative:
Address: Public Works Department, P.O. Box 9010
Addison, TX 75001-9010
Telephone No.: 972.450.2871

URS Authorized Representative: Emily Taylor, P.E.
Address: Graystone Centre, 3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Telephone No.: 972.406.6950

SERVICES. The Services shall be described in Attachment **A** to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment **B** to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein. URS acknowledges that timely performance of its services is an important element of this Agreement and the Work Order. URS will put forth its best efforts to timely complete the Services.

PAYMENT. The Services described in Attachment A will be performed for a total fixed amount of **$23,410.00**; in no event shall the payment by Client for the Services exceed the said amount. A breakdown of this amount is included in Attachment **C**. Payment shall be made monthly based upon statements submitted to the Client for the work performed.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	**URS**
Signature	Signature
Ron Whitehead / City Manager	**Emily Taylor, P.E. / Vice President**
Typed Name/Title	Typed Name/Title
Date of Signature	Date of Signature

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 003

ATTACHMENT A
SCOPE OF SERVICES

RESOLUTION OF DALLAS WATER UTILITIES (DWU) ISSUES

URS will provide conceptual engineering and modifications to the conceptual plans, as it relates to Arapaho Road from approximate Station 40+67 to approximate Station 70+28 to resolve the DWU concerns related to the 60" water main inside the proposed Arapaho Road right-of-way (ROW). URS shall modify the conceptual bridge layouts and typical sections as necessary to obtain approval from DWU for the construction of Arapaho Road. URS will attend meetings with the Town of Addison, DWU and the Town's consultant as necessary. URS will coordinate the alignment, profile, width and other issues related to Arapaho Road with the Town's consultant as necessary

Itemized Scope of Services Provided by URS for the Arapaho Road Bridge

TASK I – Resolution of DWU Issues

1. Modifications of Conceptual Bridge Layouts
2. Modifications of Conceptual Typical Sections
3. Preparation for and Attendance of Meetings With Addison Public Works and/or DWU

URS Corporation

Arapaho Road Bridge at Midway Road
Work Order No. 003 - Resolution of DWU Issues

ATTACHMENT B

Estimated Schedule

TASK DESCRIPTION	October					November				December				January					February				March				April			
		2	0	0	2	2	0	0	2	2	0	0	2		2	0	0	3	2	0	0	3	2	0	0	3	2	0	0	3
Notice to Proceed					◆																									
Addison / DWU Meetings (No.)					1					1	2				1	2	1		1		1	1	2	1						
Modifications to Bridge Sections & Layout										■	■	■	■	■	■	■	■	■	■	■	■	■	■	■						
Acceptance by DWU																								◆						

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 003 – RESOLUTION OF DWU ISSUES
ATTACHMENT C

FIXED PRICE BREAKDOWN

	Total Cost
URS CORPORATION	
TASK I – Resolution of DWU Issues	**$ 22,430.00**
1. Modifications of Conceptual Bridge Layouts	$ 2,440.00
2. Modifications of Conceptual Typical Sections	$ 12,030.00
3. Preparation for and Attendance of Meetings With Addison Public Works and/or DWU	$ 7,960.00
CORGAN ASSOCIATES, INC	**$ 980.00**
GRAND TOTAL	**$ 23,410.00**

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
WORK ORDER NO. 003 - ARAPAHO ROAD BRIDGE - Resolution of DWU Issues
MAN-HOUR & EXPENSE COST ESTIMATE **CONSULTANT:** URS Corporation
URS CORPORATION

	Expert Witness	Senior Consult.	Project Mangr	Sr Project	Project Eng/Plan	Staff Eng/Plan	Sr. Tech.	Tech	Clerical WP	Total Hours	Total Labor Cost	Direct Expenses	Total Cost
	$270.00	$165.00	$135.00	$135.00	$95.00	$65.00	$80.00	$65.00	$50.00				
TASK I - Resolution of DWU Issues	**0**	**0**	**68**	**24**	**26**	**68**	**12**	**24**	**12**	**234**	**$ 22,430.00**	**$ -**	**$ 22,430.00**
1. Adjustments to Conceptual Bridge Layout			4		8	12		4	2	30	$ 2,440.00		$ 2,440.00
2. Modifications to Conceptual Typical Sections			8	24	18	56	12	20	2	140	$ 12,030.00		$ 12,030.00
3. Meetings with Addison Public Works and/or DWU (14 total)			56						8	64	$ 7,960.00		$ 7,960.00
CORGAN ASSOCIATES, INC										**7 hrs @**	**$ 140.00**	**/ hr =**	**$ 980.00**
													$ 23,410.00

DATE SUBMITTED: December 6, 2005
FOR COUNCIL MEETING: December 13, 2005

Council Agenda Item #

SUMMARY:

This item is for the approval of a second change order to the Engineering Services Agreement with URS Corporation, in the amount not to exceed $21,335.00, for additional construction administration services on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

FINANCIAL IMPACT:

Current Construction Administration Cost:	$37,400.00
Change Order No. 2 amount:	$21,335.00
Source of Funds:	Funds have been identified to support the excess amount, primarily from the 2006 bond sale.

BACKGROUND:

The third phase of the proposed Arapaho Road, Phase III project extends from Surveyor Blvd. to Addison Rd., and is nearing completion of construction. Several items related to the construction of the bridge over Midway Rd. remain and require analysis and inspection by URS Corporation. In November 2002, an initial contract was approved for URS to perform construction administration services for the proposed bridge, in the amount of $25,000. Subsequently, change order no. 1 became necessary, in the amount of $12,400, due to the amount of analysis and construction review that URS was asked to perform during the construction process. At this time, it has been determined that several additional actions on the part of URS are necessary in order to complete the construction of the bridge and ensure that the final construction will meet all safety requirements set forth in the design specifications. The work involved includes review and analysis of stressing the proposed bridge hangers, review and approval of the cable deflections and forces, providing repair procedures for voids in the bridge diaphragm, and responding to additional lighting and other miscellaneous requests for information by the Contractor. As a result, a second change order to the original contract with URS Corporation, in the amount not to exceed $21,335, is requested.

RECOMMENDATION:

Staff recommends that Council approve Change Order No. 2 to the Engineering Services Agreement with URS Corporation, in an amount not to exceed $21,335.00, for additional construction administration services on the Arapaho Road, from Surveyor to Addison Road, project.

CHANGE ORDER NO. 02

In accordance with the Agreement between **the Town of Addison** ("Client"), and **URS Corporation** ("URS"), a **Nevada** corporation dated **November 11, 2002** (for Work Order No. 002) this Change Order describes the agreed upon changes to the Services, Schedule, and Payment for the Services.

Project: Arapaho Road Bridge at Midway Road. Construction Administration Services URS Project No.25334402 Date:

REFERENCE: Drawing No. N/A Specification No. N/A Other N/A

The Agreement is hereby changed as follows:

Additional fee for the continuation of Construction Administration Services.

Justification for Change:

Additional fee is required to continue to respond to design changes during construction as well as review and approve the erection and hanger stressing report, drawings and calculations for the arch span.

CHANGE TO ESTIMATED CONTRACT PRICE *(See Attachment E)*

Original Estimated Contract Price (Work Order No. 002):	$ 25,000.00
Current estimated contract price, including previous change orders:	$ 37,400.00
The estimated Contract Price due to this Change Order will be increased by:	$ 21,335.00
The new estimated Contract Price due to this Change Order will be:	$ 58,735.00

CHANGE TO THE ESTIMATED SCHEDULE *(See Attachment N/A)*

The date for completion of all work under the contract will be: December 24, 2005.

EXCEPT AS PROVIDED IN THIS CHANGE ORDER, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED

Acceptance of the terms of this Change Order is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	**URS**
Signature	Signature
Typed Name/Title	for Emily Taylor, P.E. / Vice President Typed Name/Title
Date of Signature	11/9/05 Date of Signature

cc: Accounting

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD **ATTACHMENT E**

WORK ORDER NO. 002 - ARAPAHO ROAD BRIDGE

MAN-HOUR BREAKDOWN FOR CHANGE ORDER NO. 002 (THROUH DECEMBER 24, 2005)

URS CORPORATION

	Manhours per Labor Classification										
	Project Mangr	Sr. Project Engr/Archt	Project Engr/Archt	Assistant Engr/Archt	Sr. Tech.	Tech	Clerical WP	Total Hours	Total Labor Cost	Direct Expenses (*)	Total Cost
	$155.00	$140.00	$110.00	$80.00	$85.00	$70.00	$55.00				
CHANGE ORDER NO. 2											
August 19, 2005 through October 21, 2005	20.5	20	0	0.5	0	0	0	41	$ 6,017.50	$ 27.50	$ 6,045.00
Complete the review and approval of the Contractor's "Step-by-Step Construction Analysis with Deflections and Cable Forces".	2	15.5		0.5				18	$ 2,520.00	$ -	$ 2,520.00
Review the Contractor's "Check of Structural Performance During Construction".	2	4.5						6.5	$ 940.00	$ 27.50	$ 967.50
Review and provide responce to diaphragm rebar clearance and diaphragm casting sequence questions.	3							3	$ 465.00	$ -	$ 465.00
Review and provide response to diaphragm void repair procedure, perform field visit and review JSE analysis.	11							11	$ 1,705.00	$ -	$ 1,705.00
Respond to questions related to the drivers for the Type C lights.	0.5							0.5	$ 77.50	$ -	$ 77.50
Attend Meeting with Town of Addison	2							2	$ 310.00	$ -	$ 310.00
								0	$ -	$ -	$ -
October 22, 2005 through December 24, 2005	40	24	40	0	0	0	6	110	$ 14,290.00	$ 1,000.00	$ 15,290.00
Visit site during hanger stressing	4							4	$ 620.00	$ -	$ 620.00
Review final hanger stresses.	2	4						6	$ 870.00	$ -	$ 870.00
Review analysis on bridge for differring hanger stresses.	4	20	16				2	42	$ 5,290.00	$ -	$ 5,290.00
Respond to miscellaneous RFIs	16		8				2	26	$ 3,470.00	$ -	$ 3,470.00
Respond to lighting questions.	8		16				2	26	$ 3,110.00	$ 1,000.00	$ 4,110.00
Attend meetings with the Town of Addison (3)	6							6	$ 930.00	$ -	$ 930.00
								0	$ -	$ -	$ -
SUBTOTAL CHANGE ORDER NO. 2	60.5	44	40	0.5	0	0	6	151	$ 20,307.50	$ 1,027.50	$ 21,335.00

(*) Direct expenses include items such as Fed-Ex, copies, travel and courier services.

URS

November 9, 2005

Mr. Steven Z. Chutchian, PE
Assistant City Engineer
16801 Westgrove Drive
Addison, TX 75001

Re: **Arapaho Road Bridge at Midway Road**
Construction Administration Services
Change Order No. 02

Dear Mr. Chutchian:

Enclosed please find two signed originals of Change Order No. 02 to Work Order No. 002 for the Construction Administration Services. As we discussed this Change Order assumes that construction of the bridge will be finished by December 2005.

Please have both originals executed and return one original to us.

Sincerely,

URS Corporation

Cliff R. Hall, P.E.
Vice President, Project Manager

Enclosure

URS Corporation
Graystone Center
3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Tel: 972.406.6950
Fax: 972.406.6951

Sue Ellen Fairley

From: Nancy Cline
Sent: Tuesday, April 18, 2006 8:57 AM
To: Sue Ellen Fairley
Subject: Contracts for Arapaho

Would you please look up and copy each contract for Arapaho Rd design with HNTB and URS? Also, please copy contract amendments for HNTB. Also, please copy the monthly pay requests from HNTB.
If you could do this before you go to lunch, I would really appreciate it. I am at my house waiting on a repairman who told me he was three blocks away about 15 minutes ago. ??? Confusing.
Thanks,
Nancy

Nancy:

1) Contract - HNTB
2) ~~Amendments~~ Supplements - (16)
3) Contract - URS
4) HNTB Monthly Pay Requests from Steve's file

URS

URS agree.

November 12, 2002

Mr. Steven Z. Chutchian, PE
Assistant City Engineer
16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001-9010

Re: **Arapaho Road Bridge at Midway Road**
Phase II – Design Development & Contract Documents
Agreement for Professional Services

Dear Mr. Chutchian:

Enclosed please find two executed originals of the Agreement for Professional Services for the Arapaho Road Bridge at Midway Road for the Town of Addison's execution. This Agreement includes Work Order Number 001 for the Design Development and Contract Document services with Attachment A - Scope of Services, Attachment B - Estimated Schedule, and Attachment C - Fixed Price Breakdown.

Please have the both originals of the Agreement and Work Order executed and return one original to us. We look forward to working with you on this exciting project.

Sincerely,

URS Corporation

Cliff R. Hall, PE
Project Manager

Enclosure

Not Signed

URS Corporation
Graystone Centre
3010 LBJ Freeway, Suite 1320
Dallas, TX 75234
Tel: 972.406.6950
Fax: 972.406.6951

AGREEMENT FOR PROFESSIONAL SERVICES
("Agreement")

This Agreement between the **Town of Addison, Texas** , ("Client") and **URS Corporation** ("URS"), a **Nevada** corporation; **Graystone Centre, 3010 LBJ Freeway, Suite 1300 75234; 972.406.6950** ("URS"), is effective as of **September 11, 2002** . The parties agree as follows:

ARTICLE I - Work Orders. The Scope of Services ("Services"), the time schedule ("Time Schedule") and the charges for the Services ("Charges") are to be set forth in a written Work Order which is supplementary to this Agreement. The terms and conditions of this Agreement shall apply to each Work Order, except to the extent expressly modified by the Work Order. Where Charges are "not to exceed" a specified sum, all Services shall be provided by URS for Charges which do not exceed the specified sum. If a "not to exceed" sum is broken down into budgets for specific tasks, the task budget may be exceeded without Client authorization as long as the total sum is not exceeded. Changes in conditions which directly affect the Services, including, without limitation, changes in laws or regulations occurring after the budget is established or other circumstances beyond URS control shall be a basis for equitable adjustments in the budget and Time Schedule.

ARTICLE II - Payment.

A. Unless otherwise stated in a Work Order, payment shall be on a time and materials basis under the Schedule of Fees and Charges set forth in the Work Order which are in effect when the Services are performed. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the Client's receipt of an invoice from URS. If payment is not maintained on an at least forty-five (45) day basis, URS may suspend further performance until payments are current. Client shall notify URS of any disputed amount within fifteen (15) days from date of the Client's receipt of the invoice, give reasons for the objection, and pay the undisputed amount in accordance herewith. Client shall pay interest on any overdue payment at the rate of one percent (1%) per month or the maximum percentage allowed by law, whichever is the lesser. In the event of a legal action for invoice amounts not paid in accordance with this Agreement and the Work Order, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

B. URS shall submit to Client an invoice or billing statement for all work performed. All invoices or billing statements shall include a statement of Services rendered and the amount owed in connection therewith, an itemized statement of costs and expenses incurred to the date of the invoice, and the sum of all prior payments for the Services set forth in the letter agreement dated February 21, 2002 (Exhibit A). The cumulative amounts of progress payments for the Services shall not exceed the Charges. URS shall not be entitled to any compensation for any services or work not actually performed or for any lost profits as a result of any abandonment or suspension of work by the Client. URS shall perform all work hereunder in a manner satisfactory and acceptable to the Client in accordance with the standard of care set forth in this Agreement.

C. Notwithstanding any other provision of this Agreement or the Work Order, Client shall not be obligated to make payment to URS hereunder if:

1. URS is in default of any of its obligations under this Agreement, the Work Order, or any other documents in connection with the Services (and payment may be withheld to the extent of any such default);

2. Any part of such payment is attributable to any services of URS which are not performed in accordance with this Agreement and URS' proposal; or

3. If the Client, in its good faith judgment and after consultation with URS, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Services hereunder, no additional payments will be due URS hereunder unless and until URS performs a sufficient

portion of the Services so that such portion of the compensation remaining unpaid is determined by Client to be sufficient to complete the Services.

ARTICLE III - Professional Responsibility. URS is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

URS represents and warrants that it is authorized to practice engineering in the State of Texas and that any necessary licenses, permits or other authorization to practice engineering and to provide the Services set forth herein have been heretofore acquired as required by law, rule or regulation. Notwithstanding anything herein to the contrary, URS and Client agree and acknowledge that Client is entering into this Agreement in reliance on URS' professional abilities with respect to performing the Services set forth herein. URS agrees to use its professional skill, judgment and abilities in the performance of its Services hereunder, and shall render Services under this Agreement and in connection with the project in accordance with the professional standards of engineering prevailing in the Dallas-Fort Worth metroplex area and shall use the skill and care commensurate with the requirements of the engineering profession. URS shall perform its Services in accordance with laws, regulations, and rules in accordance with the standard of care set forth herein. Without in any way limiting the foregoing or any other provision of this Agreement, URS shall be liable to the Client for damages, injuries, liability, or other harm to the extent caused by or resulting from any negligent, grossly negligent, or intentionally wrongful errors, acts or omissions of URS, or URS' directors, partners, officers, employees, agents, contractors, subcontractors, or any person or entity for whom URS is legally liable, in the provision of its Services under this Agreement, and for other breaches by URS to the extent URS was negligent, grossly negligent, or intentionally wrongful in its performance of professional services under this Agreement.

ARTICLE IV - Responsibility for Others. URS shall be responsible to Client for URS Services and the services of URS directors, partners, officers, employees, agents, contractors, subcontractors, or any person or entity for whom URS is legally liable. URS shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

ARTICLE V – Insurance; Indemnity.

A. In connection with this Agreement, URS shall provide and maintain in full force and effect the following insurance:

(i) Workers' compensation and employer's liability insurance for the protection of URS' employees, to the extent required by the law of the State of Texas;

(ii) Commercial general liability insurance with limits not less than One Million and No/100 Dollars $1,000,000.00 each occurrence combined single limit bodily injury and property damage, including contractual liability (covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement), personal injury, broadform property damage, products and completed operations coverage (and if such commercial general liability insurance contains a general aggregate limit, it shall apply separately to the Services under this Agreement);

(iii) Comprehensive automobile liability insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00) each occurrence combined single limit bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and

(iv) Professional Liability Insurance to protect from liability arising out of the performance of professional services under this Agreement. Such coverage shall be in the sum of not less than One Million and No/100 Dollars ($1,000,000.00) per claim and aggregate. Equivalent coverage must be maintained for at least two (2) years after the project contemplated herein is completed. If coverage is written on a claims-made basis, the retroactive date must not be later than the inception date of this Agreement.

All such policies of insurance shall (a) be issued by insurance companies reasonably acceptable to Client, (b) except for professional liability and worker's compensation insurance, shall name (by endorsement) the Town of Addison, Texas, its officials, officers, employees and agents as an additional insured or loss payee, as the case may be, (c) in all liability policies (except for professional liability), provide that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of activities conducted hereunder, (d) contain a waiver of subrogation endorsement in favor of the Town of Addison, Texas, and (e) provide for at least thirty (30) days written notice to the Town of Addison, Texas prior to cancellation or non-renewal which affects this Agreement. Certificates of insurance, along with the endorsement naming the Town of Addison, Texas as an additional insured or loss payee, as the case may be), satisfactory to Client, evidencing all coverage above, shall be promptly delivered to Town and updated as may be appropriate. The Client reserves the right to review the insurance requirements contained herein and to reasonably adjust coverages and limits when deemed necessary and prudent by the Client. If, however, the insurance requirements being adjusted results in additional premium cost to URS, URS shall be reimbursed for such additional premium cost by Client.

B. In connection with this Agreement (together with the Work Order) and the provision of Services, URS agrees to and shall indemnify the Town of Addison, Texas, its officials, officers, agents and employees (together, for purposes of this paragraph, the "Indemnified Persons") against, and hold the Indemnified Persons harmless from, any and all claims, actions, causes of action, demands, losses, harm, damages, liability, expenses, lawsuits, judgments, costs, and fees (including reasonable attorney fees and court costs), for any injury to or the death of any person, or any damage to or destruction of any property, or any other harm for which damages or any other form of recovery is sought (whether at law or in equity), to the extent resulting from, based upon, or arising out of any negligent, grossly negligent, reckless, or intentionally wrongful act, error, or omission of URS, its officers, employees, agents, engineers, consultants, contractors, subcontractors, or any person or entity for whom URS is legally liable, under, in connection with, or in the performance of, this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

ARTICLE VI - Client Responsibility. Client shall: (1) provide URS, in writing, all information relating to Client's requirements for the project; (2) correctly identify to URS, the location of subsurface structures which have been placed by Client, such as pipes, tanks, cables and utilities (and Client shall also, at URS' request, provide contact information for utility providers which may have placed subsurface structures at the project site); (3) notify URS of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give URS prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that URS is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and URS is not a party, Client shall pay URS for any time and expenses required in connection therewith, including reasonable attorney's fees.

ARTICLE VII - Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of URS to perform the Services and the obligations of the Client hereunder shall be suspended for the duration of the event of Force Majeure. In such event, the Time Schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for sixty (60) consecutive days or more by such Force Majeure, either URS or the Client may, upon at least 5 days prior written notice, terminate this Agreement and the affected Work Order. In the case of such termination, URS shall be compensated in accordance herewith for all work properly performed to the date of termination. In the event of such termination of this Agreement and the Work Order, no amount shall be due for lost or anticipated profits.

ARTICLE VIII - Right of Entry. If Client is the owner of the project site, URS shall have access to the project site at all reasonable times for the purpose of providing the Services. If Client is not the owner of the project site, Client shall use its commercially reasonable efforts to obtain permission for URS to have access to the project site for such purpose If such permission cannot be obtained, URS will not be liable for the delay in time or its ability to perform the Services at the site.

ARTICLE IX - Documents. Upon payment to URS for work properly performed, drawings, designs, plans, specifications, reports, information, and other documents or materials in whatever form or format (together, "Drawings") prepared by or for URS in connection herewith belong to, and remain the property of, the Client for its exclusive reuse at any time without further compensation and without any restrictions, Reuse of any such Drawings (whether in final form or not) by Client on any extension of this project or any other project without the written authorization of URS shall be at Client's sole risk. URS shall have the right to retain copies of all such materials.

Drawings shall be submitted to the Client for the Client's approval, and the same shall comply with all applicable laws, statutes, ordinances, codes and regulations. Notwithstanding Client's approval of any of the Drawings, URS warrants and represents that the Drawings, as the same may be amended or supplemented by URS, shall, to the best of URS' knowledge, information and belief as engineers performing the practice of engineering in accordance with the standards, duties, and obligations set forth in this Agreement and the Work Order, be sufficient and adequate for construction of the project for which the Services are provided, shall be free from material error, and shall be satisfactory to the Client. In accordance with the standard of care, URS agrees that if the design of the project should be defective in any way, URS will assume sole responsibility for any damages, loss, claims, or expenses to the extent caused by URS' defective design. In the event it is determined that any Drawings are so defective, URS shall promptly correct any defective Drawings at no cost to the Client. The Client's approval, acceptance, use of or payment for all or any part of the Services under this Agreement or the Work Order shall in no way alter URS' obligations or the Client's rights hereunder. Approval by the Client of any of URS' Drawings or work, or the use of or payment for all or any part of the Services, shall not constitute nor be deemed a release of the responsibility and liability of URS, its employees, contractors, subcontractors, agents and consultants for the accuracy and competency of the same, nor shall such approval be deemed to be an assumption of or an indemnification for such responsibility or liability by the Client for any defect, error or omission in such Drawings or work, it being understood that the Client at all times is ultimately relying on URS' skill and knowledge in preparing the Drawings.

ARTICLE X - Termination.

A. Client may at any time terminate all or any portion of the Services, or abandon or defer the project (or any part thereof) for which the Services are being provided, for convenience, at its option and in its sole discretion, by sending a written notice within ten (10) days of such termination, abandonment or deferral to URS. If the project (or portion thereof) for which the Services are being provided is abandoned or deferred by Client, Client shall have the right to restore and reinstate the project and the Services hereunder within one (1) year of such abandonment or deferral; provided, however, that if the abandonment or deferral is for more than 90 consecutive days, such restoration and reinstatement shall be subject to renegotiation of URS' compensation.

B. Either party can terminate this Agreement and Work Order for cause if the other party:

(i) commits a material breach of this Agreement, and

(a) such breach remains uncured for a period of 7 days after notice thereof (which notice shall specifically identify the breach) is received by the breaching party, or

(b) if the breach cannot with diligence be cured within said 7 day period, if within such 7 day period the breaching party provides the non-breaching party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity, not to exceed 30 days following the occurrence of the breach, or

(ii) becomes insolvent.

Termination for cause shall be effective ten (10) days after receipt of a Notice of Termination, unless a later date is specified in the Notice.

C. URS shall cease all work and labor being performed under this Agreement immediately upon receipt of the notice of termination (whether for convenience or for cause).

D. In the event this Agreement is terminated for any reason (whether for convenience or for cause), URS shall invoice Client for all work properly completed and shall be compensated in accordance with the terms of this Agreement for all such work accomplished prior to the receipt of the notice of termination. In the event of termination of this Agreement for any reason (whether for convenience or for cause), no amount shall be due for lost or anticipated profits. In the event of any termination and upon payment to URS for the work properly performed by URS, URS shall deliver to the Client all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by or for URS in connection with this Agreement, its Services, and the project.

E. In the event of termination for cause, the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

ARTICLE XI - No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Client and URS. No third party shall have the right to rely on URS opinions rendered in connection with the Services without the written consent of URS and the third party's agreement to be bound to the same conditions and limitations as Client.

ARTICLE XII - Assignments. Neither URS nor Client shall have power to and shall not assign, transfer, or otherwise convey its interest, rights, duties, or responsibilities in this Agreement or any part thereof without the prior written consent of the other party, and any such assignment, subletting, transfer or other conveyance shall be deemed a material breach of this Agreement (without an opportunity to cure) and the party which has not attempted to assign, transfer or otherwise convey shall have the right to terminate this Agreement immediately and without further notice; provided, however, that nothing contained in this paragraph shall prevent URS from employing such independent professional associates, sub-consultants, and suppliers as URS may deem appropriate to assist in the performance of the Services. Unless specifically stated to the contrary in any written consent to an assignment or transfer, no assignment or transfer will release or discharge the assignor or transferor from any duty or responsibility under this Agreement.

ARTICLE XIII - Hazardous Substances. All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by URS in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances (eg, pollutants and contaminants regulated by law) ("Hazardous Substances") from the sampling processes in connection with the Services, shall be packaged in accordance with the applicable law by URS and turned over to Client for appropriate disposal (provided, however, that URS shall first give notice to Client of the existence of such Hazardous Substances). URS shall not arrange for or otherwise dispose of Hazardous Substances under this Agreement. URS, at Client's request, may assist Client in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but URS shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. Client shall sign all necessary manifests for the disposal of Hazardous Substances if Client is required by law to sign such manifests. If Client requires: (1) URS agents or employees to sign such manifests; or (2) URS to hire, for Client, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, URS shall be considered to act as Client's agent so that URS will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances, and Client shall indemnify URS against any claim or loss resulting from such signing.

ARTICLE XIV – Venue; Dispute Resolution.

A. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas (state court) or in the northern district of Texas (federal court), as the case may be. The parties agree that the laws of the State of Texas shall apply to the interpretation, validity and enforcement of this Agreement, and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the interpretation, validity and enforcement of this Agreement.

B. In an effort to resolve claims, disputes or other matters in question arising out of or relating to this Agreement or breach thereof, the parties agree that all claims, disputes, or other matters in question shall be submitted to nonbinding mediation as a first step in seeking a resolution of the same.

The dispute shall be mediated by a mutually acceptable third-party to be chosen by the disputing parties within thirty (30) days after written notice by one of them requesting mediation. The disputing parties shall share the costs of the mediation equally. By mutual agreement the parties may postpone mediation until each has completed some specified but limited discovery about the dispute. By mutual agreement, the parties may use a nonbinding form of dispute resolution other than mediation. Any nonbinding dispute resolution process conducted under this Agreement shall be confidential within the meaning of Sections 154.053 and 154.073 of the Texas Civil Practice and Remedies Code, as amended, and any successor statute thereto. If neither a negotiated settlement or mediated resolution is obtained within a reasonable time period, the parties may pursue any available legal or equitable remedy.

Any request for mediation or another form of nonbinding dispute resolution shall be filed in writing with the other party within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation or other form of nonbinding dispute resolution be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

ARTICLE XV - Integrated Writing and Enforceability. This Agreement (together with the Work Order) constitutes the final and complete repository of the agreements between Client and URS relating to the Services and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. Modifications of this Agreement shall not be binding unless made in writing and signed by an Authorized Representative of each party. The provisions of this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement is found to be invalid or unenforceable, the provision shall be construed and applied in a way that comes as close as possible

to expressing the intention of the parties with regard to the provisions and that saves the validity and enforceability of the provision.

ARTICLE XVI Miscellaneous.

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

B. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between URS and Client shall survive the cancellation, expiration or termination of this Agreement. Any rights and remedies either party may have with respect to the other arising out of the performance of services during the term of this agreement shall survive the cancellation, expiration or termination of this Agreement.

C. URS acknowledges that timely performance of its services is an important element of this Agreement and the Work Order. URS will put forth its best efforts to timely complete the Services.

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise.

E. URS acknowledges that the project for which the Services are being provided is a public project of the Town of Addison, Texas and is for a public purpose, and that the property on which the project is to be constructed, the improvements to be constructed thereon, and the funds used by Client in connection with the property acquisition and the design and construction of the project are exempt from the filing and enforcement of any liens thereon or with respect thereto and from forced sale. For the consideration set forth herein, URS waives and releases any lien, or claim or right of such lien, which URS has or may have in connection with the Services on or in connection with such property, improvements, and funds, this Agreement and the Work Order.

F. All notices, demands, or requests from one party to another shall be personally delivered or sent by United States mail certified, or registered, return receipt requested, postage prepaid, to the addresses stated below:

To Client:	To URS:
Addison Service Center 16801 Westgrove Drive Addison, Texas 75001-5190 Attn: Mike Murphy, Director of Public Works	Graystone Centre, 3010 /LBJ Freeway, Suite 1300 Dallas, Texas 75234 Attn: Cliff Hall,

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee (i) if by hand delivery, at the time of delivery, or (ii) if mailed, seventy-two (72) hours after the deposit of same in any United States mail post office box. The addresses and addressees for the purpose hereof may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such written notice is received the last addresses and addressee stated by written notice, or provided herein if no written notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

G. The Client, without invalidating this Agreement, may request or authorize changes in the Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. Such changes shall be documented by Change Orders prepared by URS for Client's signature. Client

and URS will agree to equitable adjustments in Estimated Costs and Schedule as appropriate for each such change. URS will not proceed with changed Services without written authorization from Client.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

CLIENT	**URS**
Signature	Signature
Ron Whitehead / City Manager	**Emily Taylor, P.E. / Vice President**
Typed Name/Title	Typed Name/Title
Date of Signature	Date of Signature

WORK ORDER NO. 001

In accordance with the Agreement for Professional Services between **Town of Addison** ("Client"), and **URS Corporation** ("URS"). a **Nevada** corporation, dated **September 11, 2002**, this Work Order describes the Services, Schedule, and Payment Conditions for URS Services on the Project known as:

ARAPAHO ROAD BRIDGE AT MIDWAY ROAD
DESIGN DEVELOPMENT & CONTRACT DOCUMENTS

Client Authorized Representative:
Address: Public Works Department, P.O. Box 9010
Addison, TX 75001-9010
Telephone No.: 972.450.2871

URS Authorized Representative: Emily Taylor, P.E.
Address: Graystone Centre, 3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Telephone No.: 972.406.6950

SERVICES. The Services shall be described in Attachment **A** to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment **B** to this Work Order. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein. URS acknowledges that timely performance of its services is an important element of this Agreement and the Work Order. URS will put forth its best efforts to timely complete the Services.

PAYMENT. The Services described in Attachment A will be performed for a total fixed amount of **$550,965.00**; in no event shall the payment by Client for the Services exceed the said amount. A breakdown of this amount is included in Attachment **C**. Payment shall be made monthly based upon statements submitted to the Client for the work performed.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Order, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives.

CLIENT	**URS**
Signature	Signature
Ron Whitehead / City Manager	**Emily Taylor, P.E. / Vice President**
Typed Name/Title	Typed Name/Title
Date of Signature	Date of Signature

HNTB
Supp. 1-14

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 1, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 22 day of November, 2002.

1. Engineer shall perform the following Services:
   - Add curbed center median, left turn lane, and deceleration lane for the Heritage Inn parcel. The design will include modifying the horizontal and vertical alignment of the proposed roadway; adjustment of the retaining wall, sound wall and bridge limits and edges of pavement; superelevation revisions; and any grading and drainage modifications necessary.
   - Add curbed center median, left turn lane, and deceleration lane for the Watson-Taylor Mini-storage parcel. The design will include modifying the horizontal and vertical alignment of the proposed roadway; adjustment of the retaining wall, sound wall and bridge limits and edges of pavement; superelevation revisions; and any grading and drainage modifications necessary.
   - Coordinate with the bridge design engineer to develop drainage plans, profiles, and details, a drainage area map, quantities, and cost estimate for the portions of the project on and under the proposed bridge.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ $56,203.53, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount.

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

_____	HNTB Corporation
(Owner)	(Engineer)
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Arapaho Road Extension
Phase 3 - PS&E
Bridge Drainage Design
Estimate of Manhours
Final Design - Grantham & Associates, Inc.

Task	Asst. Project Manager	Project Engineer	Design Tech	CADD Operator	Clerical
Coordination with Bridge Designer	16				8
Drainage Plans/Profiles	1	8	16	40	
Drainage Calculations	1	4	2	16	
Drainage Area Map	1	2	2	8	
Details	1	4	8	16	
Bid Quantities	1	4	8	8	2
Opinion of Probable Cost	1	2	4		2
Respond to Requests for Information	4	8			
Total Hours	26	32	40	88	12
Houtly Rate	$ 45.00	$ 41.00	$ 24.00	$ 16.00	$ 16.00
Direct Labor Cost	$ 1,170.00	$ 1,312.00	$ 960.00	$ 1,408.00	$ 192.00

Final Design - G&A	$ 5,042.00
Indirect Labor, Overhead (1.8775)	$ 9,466.36
Subtotal	$ 14,508.36
Profit and contingency	$ 2,176.25
Direct expense	$ 500.00
G&A Fee	$ 17,184.61
HNTB Project Management & Coordination	$ 1,718.46
Total Fee	**$ 18,903.07**

Arapaho Road Extension
Watson-Taylor Parcel 12 and 13
Estimate of Manhours
HNTB Left Turn, Deceleration Lane Estimate

Task	Project Manager	Project Engineer	Engineering Technician
Alignment Options -	4	40	20
Horizontal Alignment	4	30	24
Edge of pavement - Geometric	2	24	20
Total Hours	10	94	64
Houtly Rate	$ 54.00	$ 33.00	$ 23.00
Direct Labor Cost	$ 540.00	$ 3,102.00	$ 1,472.00

Final Design - HNTB	$ 5,114.00
Indirect Labor, Overhead (1.8775)	$ 9,601.54
Subtotal	$ 14,715.54
Profit and contingency	$ 2,207.33
Total HNTB Fee	$ 16,922.87

Note:
The "Alignment Options" will take up a considerable amount of time due to the geometry in this area.

Arapaho Road Extension
Heritage Inn Estimate
Estimate of Manhours
HNTB Heritage Inn Estimate

Task	Project Manager	Project Engineer	Engineering Technician
Alignment Options - Several options generated. Eventually went with one that kept road within the current ROW		48	32
Horizontal Alignment		8	4
Adjustment to Retaining Wall Limits - Preliminary Grading		24	16
Edge of pavement - Geometric		16	24
Superelevation		16	
Total Hours	0	112	76
Houtly Rate	$ 54.00	$ 33.00	$ 23.00
Direct Labor Cost	$ -	$ 3,696.00	$ 1,748.00

Final Design - HNTB	$ 5,444.00
Indirect Labor, Overhead (1.8775)	$ 10,221.11
Subtotal	$ 15,665.11
Profit and contingency	$ 2,349.77
Total HNTB Fee	$ 18,014.88

Note:
Several options were reviewed and analyzed during the design process
The following is a list of the different alignments analyzed.

1. No change in the Horizontal Alignment, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane.
2. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane
3. Horizontal Alignment modified, 150' Deceleration lane, No Acceleration lane and 150' Left Turn lane.
4. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 246' Median - shorter median allowed for no impact to ROW already agreed to.
5. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 138' Taper* * Taper began at Parcel 5 property line, to minimize impact to additional ROW takes
6. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 315' Taper and 400' median (Addison Standards)
7. Horizontal Alignment modified, 150' Deceleration lane, 394' Acceleration lane * and 150' Left Turn lane, 315' Taper *AASHTO Standards

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 1, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the _____ day of February, 2003.

1. Engineer shall perform the following Services:
   - Add curbed center median, left turn lane, and deceleration lane for the Heritage Inn parcel. The design will include modifying the horizontal and vertical alignment of the proposed roadway; adjustment of the retaining wall, sound wall and bridge limits and edges of pavement; superelevation revisions; and any grading and drainage modifications necessary.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ $18,015, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $831,800.00.

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

Town of Addison
(Owner)

Signature: Mike E. Murphy

Name: MIKE MURPHY

Title: DIRECTOR

Date: 2/17/03

HNTB Corporation
(Engineer)

Signature: Benjamin Biller

Name: BEN BILLER, P.E.

Title: VICE PRESIDENT

Date: 02/13/03

Arapaho Road Extension
Heritage Inn Estimate
Estimate of Manhours
HNTB Heritage Inn Estimate

Task	Project Manager	Project Engineer	Engineering Technician
Alignment Options - Several options generated. Eventually went with one that kept road within the current ROW		48	32
Horizontal Alignment		8	4
Adjustment to Retaining Wall Limits - Preliminary Grading		24	16
Edge of pavement - Geometric		16	24
Superelevation		16	
Total Hours	0	112	76
Hourly Rate	$ 54.00	$ 33.00	$ 23.00
Direct Labor Cost	$ -	$ 3,696.00	$ 1,748.00

Final Design - HNTB	$ 5,444.00
Indirect Labor, Overhead (1.8775)	$ 10,221.11
Subtotal	$ 15,665.11
Profit and contingency	$ 2,349.77
Total HNTB Fee	$ 18,014.88

Note:
Several options were reviewed and analyzed during the design process
The following is a list of the different alignments analyzed.

1. No change in the Horizontal Alignment, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane.
2. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane
3. Horizontal Alignment modified, 150' Deceleration lane, No Acceleration lane and 150' Left Turn lane.
4. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 246' Median - shorter median allowed for no impact to ROW already agreed to.
5. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 138' Taper* * Taper began at Parcel 5 property line, to minimize impact to additional ROW takes
6. Horizontal Alignment modified, 150' Deceleration lane, 150' Acceleration lane and 150' Left Turn lane, 315' Taper and 400' median (Addison Standards)
7. Horizontal Alignment modified, 150' Deceleration lane, 394' Acceleration lane * and 150' Left Turn lane, 315' Taper *AASHTO Standards

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 2, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 28 day of February, 2003.

1. Engineer shall perform the following Services:
   - Streetscape Basic Services as defined in the original contracted Agreement shall remain the same. These Basic Services for Streetscape will now include any landscaped areas under the bridge.
   - Irrigation system design and layout plans will be developed for the landscaped areas under the proposed bridge.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

4. In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 15,700, payable according to the following terms:

   Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $847,500.00

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

Town of Addison
(Owner)

Signature: _____

Name: CHRIS TERRY

Title: ASSISTANT CITY MANAGER

Date: 3-10-03

HNTB Corporation
(Engineer)

Signature: _____

Name: BEN BILLER, P.E.

Title: VICE PRESIDENT

Date: 02/13/03

SUPPLEMENTAL AGREEMENT

Cost breakdown

Add Areas under Bridge to Landscaping Plans	$ 13,500.00
Add Area under Bridge to Irrigation Design Plans	$ 2,200.00
Total	$ 15,700.00

Arapaho Road Extension
Urban Design Improvements (Under Bridge)
Estimate of Manhours

Task	Group Director	Design Director	Senior LA	LA2
				8
Schematic Design	2	6	6	28
Design Development		4	20	34
Construction Documentation	4		18	4
Bid Phase			2	12
Construction Observation			10	
Total Hours	6	10	56	86
Hourly Rate	$ 38.66	$ 39.19	$ 37.50	$ 15.87
Direct Labor Cost	$ 231.96	$ 391.90	$ 2,100.00	$ 1,364.82
				$ 4,088.68
				$ 7,676.50
				$ 11,765.18
				$ 1,764.78
Total HNTB Fee				$ 13,529.95

Arapaho Road Extension
Phase 3 - PS&E
Incorporate Bridge Design
Estimate of Manhours
Final Design - Woliver Irrigation

Task			
Irrigation System Design and Layout plans Area under Bridge only			$ 1,100.00
One site visit to determine source of power for irrigation, plus walk-thru of entire length of scope to determine impact on adjacent irrigation systems (assume 8 hours)			$ 650.00
Addition site visits (4 hours) per visit, assume one			$ 250.00
		Subtotal	$ 2,000.00
		HNTB Project Management & Coordination	$ 200.00
Total Fee			**$ 2,200.00**

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 3, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 26 day of March, 2003

1. Engineer shall perform the following Services:

   - Coordinate with the bridge design engineer to develop drainage plans, profiles, and details, a drainage area map, quantities, and cost estimate for the portions of the project on and under the proposed bridge.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ $18,903, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $866,403.00.

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

TOWN OF ADDISON
(Owner)

Signature: _____

Name: MICHAEL E. MURPHY

Title: DIRECTOR OF PUBLIC WORKS

Date: 4/10/03

HNTB Corporation
(Engineer)

Signature: _____

Name: Benjamin J Biller

Title: Vice President

Date: 4/9/03

Arapaho Road Extension
Phase 3 - PS&E
Bridge Drainage Design
Estimate of Manhours
Final Design - Grantham & Associates, Inc.

Task	Asst. Project Manager	Project Engineer	Design Tech	CADD Operator	Clerical
Coordination with Bridge Designer	16				8
Drainage Plans/Profiles	1	8	16	40	
Drainage Calculations	1	4	2	16	
Drainage Area Map	1	2	2	8	
Details	1	4	8	16	
Bid Quantities	1	4	8	8	2
Opinion of Probable Cost	1	2	4		2
Respond to Requests for Information	4	8			
Total Hours	26	32	40	88	12
Hourly Rate	$ 45.00	$ 41.00	$ 24.00	$ 16.00	$ 16.00
Direct Labor Cost	$ 1,170.00	$ 1,312.00	$ 960.00	$ 1,408.00	$ 192.00

Final Design - G&A	$ 5,042.00
Indirect Labor, Overhead (1.8775)	$ 9,466.36
Subtotal	$ 14,508.36
Profit and contingency	$ 2,176.25
Direct expense	$ 500.00
G&A Fee	$ 17,184.61
HNTB Project Management & Coordination	$ 1,718.46
Total Fee	**$ 18,903.07**

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 4, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 26 day of March 2003.

1. Engineer shall perform the following Services:
   - Add curbed center median, left turn lane, and deceleration lane for the Watson-Taylor Mini-storage parcel. The design will include modifying the horizontal and vertical alignment of the proposed roadway; adjustment of the retaining wall, sound wall and bridge limits and edges of pavement; and any grading and drainage modifications necessary.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 23,078, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $889,481.00.

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

TOWN OF ADDISON
(Owner)

Signature: _____

Name: MICHAEL E. MURPHY

Title: DIRECTOR of PUBLIC WORKS

Date: 4/10/03

HNTB Corporation
(Engineer)

Signature: _____

Name: Benjamin J. Biller

Title: Vice President

Date: 4/9/03

Arapaho Road Extension
Watson-Taylor Parcel 12 and 13
Estimate of Manhours
HNTB Left Turn, Deceleration Lane Estimate

Task	Project Manager	Project Engineer	Design Engineer (Electrical)	Engineering Technician
Alignment Options -	4	40		20
Horizontal Alignment	4	30		24
Edge of pavement - Geometric	2	24		20
Design and Layout of Entrance Gate and Fence	4	16	32	4
Total Hours	14	110	32	68
Hourly Rate	$ 54.00	$ 33.00	$ 32.00	$ 23.00
Direct Labor Cost	$ 756.00	$ 3,630.00	$ 1,024.00	$ 1,564.00

Final Design - HNTB	$ 6,974.00
Indirect Labor, Overhead (1.8775)	$ 13,093.69
Subtotal	$ 20,067.69
Profit and contingency	$ 3,010.15
Total HNTB Fee	$ 23,077.84

Note:
The "Alignment Options" will take up a considerable amount of time due to the geometry in this area.

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 5, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 26 day of March 2003.

1. Engineer shall perform the following Services:
   ARS ROW, Temporary Construction Easement and Misc Services
   - Coordinate with ARS Engineers to prepare exhibits for various parcels.
   - Parcel 12TE & 13TE Revisions
   - Parcel 4 Revisions for City of Dallas specifications
   - Parcel 8 Revisions
   - Parcel 2 Revisions
   - DWU Waterline Location
   - Ingress/Egress License Agreement

   Condemnation Court Exhibits
   - Preparation of color exhibits for condemnation hearings for various properties along Arapaho Phase 3

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

4. In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 11,698 payable according to the following terms:

   Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $901,179.00

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

TOWN OF ADDISON (Owner)	HNTB Corporation (Engineer)
Signature: Michael E. Murphy	Signature: Benjamin G Biller
Name: Michael E. Murphy	Name: Benjamin G Biller
Title: Director of Public Works	Title: Vice President
Date: 4/10/03	Date: 4/8/03

Arapaho Road Extension
Supplemental Number 5

Task	Totals
ROW Temp Consruction Easement	$ 5,698.00
Court Exhibits	$ 6,000.00
Total Supplemental #5 Cost	$ 11,698.00

Arapaho Road Extension
ARS ROW, Temporary Construction
Easements and Misc. Services
Estimate of Manhours

Task	Senior Technician	Junior Technician	3 Man Crew
Parcel 12 TE & 13 TE revisions	2.5	10	
Parcel 4 Revisions	14.5		
Parcel 8 Revisions	0.5		
Parcel 2 Revisions	13		
DWU Waterline location	7		12
Ingress/Egress License Agreement (Parcel 7)	5.5		
Total Hours	43	10	12
Hourly Rate	$ 21.50	$ 18.50	$ 38.50
Direct Labor Cost	$ 924.50	$ 185.00	$ 462.00

Final Design - ARS	$ 1,571.50
Indirect Labor, Overhead (1.8775)	$ 2,950.49
Subtotal	$ 4,521.99
Profit and contingency	$ 658.01
ARS Fee	$ 5,180.00
HNTB Project Management & Coordination	$ 518.00
Total HNTB Fee	$ 5,698.00

Arapaho Road Extension
Condemnation Court Exhibits
Estimate of Manhours

Task	Project Manager	Project Engineer	Engineering Technician
Preparation of Exhibits for Condemation Hearings		13	60
Total Hours	0	13	60
Hourly Rate	$ 54.00	$ 33.00	$ 23.00
Direct Labor Cost	$ -	$ 429.00	$ 1,380.00

Final Design - HNTB	$ 1,809.00
Indirect Labor, Overhead (1.8775)	$ 3,396.40
Subtotal	$ 5,205.40
Profit and contingency	$ 794.60
Total HNTB Fee	$ 6,000.00

Note:

Date	Task
10/15/02	Parcels 2,6,10,11 court exhibits (24"x36" color) - 4 plots
10/16/02	Parcels 2,6,10,11 court exhibits (24"x36" color) - 4 plots
10/17/02	Parcels 2,6,10,11 court exhibits (24"x36" color) - 4 plots
10/18/02	Parcels 2,6,10,11 court exhibits (24"x36" color) - 4 plots
10/21/02	Parcels 2,6,10,11 court exhibits (24"x36" color and ortho) - 8 plots
10/22/02	Parcel 2 court exhibits (24"x36" color and ortho) cadd revisions from TOA - 2 plots
10/23/02	Parcels 2,6,10,11 court exhibits (24"x36" color and ortho) cadd revisions from TOA - 8 plots
11/4/02	Parcel 10 court exhibits (24"x36" color and ortho) cadd revisions from TOA - 2 plots. Parcels
11/11/02	Cadd storage facility exhibit (8 1/2" x 11")
11/16/02	Cadd Charter Access Layouts A,B,C,D (11" x 17")
1/27/03	Changes to Charter Access, Coordination w/ ARS on additional easement
1/28/03	InRoads exist. 60" water line crossings to cross sections. Plot 3 sets of full plans. Label parcels with names and status. Begin ROW strip map.
2/13/03	3 Exhibits for additional property on Parcel 2
2/20/03	3 Exhibits for additional property on Parcel 2
3/13/03	Parcels 6, 11 Exhibits, roll plots
3/14/03	Parcels 6, 11 Exhibits, roll plots
3/14/03	Parcel 6 ortho exhibit
3/15/03	Plot Color and ortho exhibits of Parcels 6 and 11
3/17/03	Cadd revisions and plot Color and ortho exhibits of Parcels 6 and 11
3/17/03	Exhibits for Parels 6 and 11,

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 6, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 8th day of May, 2003.

1. Engineer shall perform the following Services:
   - Coordinate with the Town of Addison and DWU regarding the location of the proposed Arapaho Phase 3 Road and the existing 60" DWU waterline.
   - Prepare exhibits for meetings and research project documents for DWU waterline.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

4. In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 23,803, payable according to the following terms:
   Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $924,982.00.

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

_____	HNTB Corporation
(Owner)	(Engineer)
Signature: _____	Signature: Benjamin J Bilby
Name: _____	Name: Benjamin J Bilby
Title: _____	Title: Vice President
Date: _____	Date: 5/6/03

Arapaho Phase 3
Supplemental Agreement Summary

5/6/03

Description of Supplemental	Supplemental #	SA Amount	Original Contract	New Contact Amount		Total Supplementa Amount	% of contract
			$ 813,785.00				
Heritage Inn Alignment	1	$ 18,015.00		$ 831,800.00		$ 18,015.00	2.21%
Landscape/Streetscape	2	$ 15,700.00		$ 847,500.00		$ 33,715.00	4.14%
Drainage - Bridge	3	$ 18,903.00		$ 866,403.00		$ 52,618.00	6.47%
Watson Taylor	4	$ 23,078.00		$ 889,481.00		$ 75,696.00	9.30%
ARS/Exhibits	5	$ 11,698.00		$ 901,179.00		$ 87,394.00	10.74%
DWU Coordination	6	$ 23,803.00		$ 924,982.00		$ 111,197.00	13.66%
							-
Total		$ 111,197.00					

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 7, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 3rd day of May, 2003.

1. Engineer shall perform the following Services:
   Develop retaining wall concepts for Arapaho Phase 3 to keep roadway out of DWU clearance envelope for the adjacent 60" waterline.
   Design structural retaining wall plan and details based on conceptual plans.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

4. In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $18,367.00, payable according to the following terms:

   Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $943,349.00.

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

TOWN OF ADDISON
(Owner)

Signature: _____

Name: MICHAEL E. MURPHY

Title: DIRECTOR OF PUBLIC WORKS

Date: 5/14/03

HNTB Corporation
(Engineer)

Signature: _____

Name: Benjamin F. Bibb

Title: Vice President

Date: 5/6/03

Arapaho Road Extension
Phase 3 - PS&E
DWU Coordination
Estimate of Manhours

Task		Project Manager	Senior Engineer	Design Engineer	Design Tech
Retaining Wall Concepts		8	10	20	
Retaining Wall Design		2	40	80	8
Total Hours		10	50	100	8
Hourly Rate		$ 54.00	$ 45.00	$ 33.00	$ 25.00
Direct Labor Cost		$ 540.00	$ 2,250.00	$ 3,300.00	$ 200.00

Cost	$ 6,290.00
Indirect Labor, Overhead (1.539)	$ 9,681.00
Subtotal	$ 15,971.00
Profit and contingency	$ 2,396.00
Total Fee	**$ 18,367.00**

Arapaho Phase 3
Supplemental Agreement Summary

5/6/03

Description of Supplemental	Supplemental #	SA Amount	Original Contract	New Contact Amount	Total Supplementa Amount	% of contract
			$ 813,785.00			
Heritage Inn Alignment	1	$ 18,015.00		$ 831,800.00	$ 18,015.00	2.21%
Landscape/Streetscape	2	$ 15,700.00		$ 847,500.00	$ 33,715.00	4.14%
Drainage - Bridge	3	$ 18,903.00		$ 866,403.00	$ 52,618.00	6.47%
Watson Taylor	4	$ 23,078.00		$ 889,481.00	$ 75,696.00	9.30%
ARS/Exhibits	5	$ 11,698.00		$ 901,179.00	$ 87,394.00	10.74%
DWU Coordination	6	$ 23,803.00		$ 924,982.00	$ 111,197.00	13.66%
Retaining Wall Concepts and Design	7	$ 18,367.00		$ 943,349.00	$ 129,564.00	15.92%
Total		$ 129,564.00				

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 8, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 26 day of August, 2003

1. Engineer shall perform the following Services:

   - Provide 2 additional bridge borings located as requested by URS Engineers.
   - Coordinate with the bridge design engineer to supply a copy of the geotechnical report showing the results of the borings and recommendations for design and construction of drill shaft foundations for the bridge.

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ $1600, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $924,982.00.

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

TOWN OF ADDISON	HNTB Corporation
(Owner)	(Engineer)
Signature:	Signature:
Name: MICHAEL E. MURPHY	Name: Benjamin J. Biller
Title: DIRECTOR OF PUBLIC WORKS	Title: Vice President
Date: 9/4/03	Date: 8/21/2003

ASSISTANT CITY MANAGER

9/4/03
DATE

HNTB ARCHITECTS ENGINEERS PLANNERS

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

August 27, 2003

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

Attn: Mr. Jim Pierce

RE: ARAPAHO PHASE 3 – SUPPLEMENTAL AGREEMENT 8

Dear Mr. Pierce:

Enclosed for your review and signatures are two copies of Arapaho Phase 3 - Supplemental Agreement No. 8 for additional Geotechnical Services, for Arapaho Phase 3. Upon review of the Agreement, please sign and return a fully executed copy to, HNTB Corporation; 5910 West Plano Parkway, Suite 200; Plano, TX 75093.

If you have any questions or require any additional information, please feel free to call (972) 628-3116.

Thank you,

HNTB CORPORATION

Erica T Bourné
Project Administrator

Enclosures

25768-DS-301

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 9, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 9th day of December, 2003.

1. Engineer shall perform the following Services:

A. Landscape Architecture: Provide Landscape and Pocket Park Design services related to the two parcels of land located at:

- Former brickyard storage area between the two rail road sidings south of proposed Arapaho Road
- East of the Surveyor Water Pumping Station at Surveyor Road and north of proposed Arapaho Road
- Prepare design and construction documents for approx 275 LF of decorative fencing at the storage facility east of Surveyor Road.

B. Engineering & Surveying: Provide drainage design improvements, tree and topographical surveying at the following locations:

- Topographical survey at 1 ft contours for the former brickyard storage area between the two rail road sidings south of proposed Arapaho Road
- Locate by coordinate and identify trees larger than 4" caliper at the existing tree stands located on the east and north Dallas Water Utilities property line.
- Improvements to the existing open stormwater channel traversing the Brickyard site and the existing piping and channel at Addison Road.

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

2.0 LANDSCAPE ARCHITECTURE

Task 2.1 Schematic Design

- Minimum of two design concept plans with supporting details and sketches to explain design intent.

Task 2.2 Design Development

- Prepare additional detail , probable cost estimate and supporting documents on the selected scheme for final review and approval by the Town

Task 2.3 Construction Documents

- Develop construction documents and specifications of the selected concept for inclusion with the final engineering plans.
  Changes to be incorporated into the Construction documents and will be reflected in the interim review submittals.

Task 2.4 & 2.5 Bidding and Construction Observation

- Bidding of the park area will be in conjunction with the roadway and trails plans.
- Construction observation tasks related to the park improvements include paving, lighting installation, irrigation installation and testing; walls, benches and other site furniture installation, shop drawing review and approval, answering contractor requests for information.

3.0 ENGINEERING & SURVEYING SERVICES

Task 3.1 Tree Survey

- The Engineer will perform a tree survey within an area beginning at the end of the retaining wall at approximately paving station 70+50 and extend east to approximately paving station 77+50, or where the RR tracks and proposed roadway cross. The trees that will be located are those that are outside the roadway, to the north, but inside the right of way. The trees along the existing drainage ditch south of the proposed roadway at paving station 78+00 extending to the existing headwall will also be surveyed.
- The survey will identify the size and type of all trees greater than or equal to 4 inches in diameter. (Note: The tree type will be ascertained through the best judgement of Engineers survey crew; no arborist work is included in this proposal).
- The survey will be provided in digital format.
- Tree mitigation is not included in this scope of services.

Task 3.2 Topographical Survey

- The Engineer will prepare a topographic survey of the remainder of the 'Y' track area not previously surveyed for the project. This area can be defined as south of the existing east-west drainage swale to the limits of the 'Y' track.
- Additional topographic survey of the existing culverts under the tracks and a portion of the swales on the outside of the 'Y' track area will also be performed in order to complete the necessary drainage revisions in this area. The extent of the swale survey is limited to determining the drainage patterns in the area.

Task 3.3 Stormwater Engineering

Addison Road Drainage

The Engineer will incorporate a portion of the drainage from Addison Road into the Arapaho Road Phase 3 plans. The following work will be performed:

- Incorporate the cleaning/flushing of the existing 60" RCP in the plans and specifications. The cleaning/flushing should remove all sediment from the existing RCP.
- It is assumed that the most current Addison Road design plans will be provided to the Engineer from the Town. No drainage calculations will be performed for the Addison Road system.

'Y' Track Drainage

The Engineer will incorporate into the Arapaho Road Phase 3 plans the drainage within the 'Y' track area. The following design will be performed:

- Analyze and design a closed storm sewer system from the existing culvert under the east 'Y' track, across the proposed park area to the existing culvert under the west 'Y' track, which will replace the drainage ditch which connects these culverts.
- This system must allow for the drainage of the area within the 'Y' tracks, as well as drainage from outside the 'Y' track area.
- Size an open channel from the outfall of the existing 'Y' track west culvert and the existing 60" RCP to the proposed headwall of the Arapaho Road storm sewer system, near paving station 78+50.

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

Notice to Proceed	December 10, 2003
Task 2.1 Schematic Design **Task 3.1 & 3.2 Tree Surveying / Topo Survey**	
• Review Schematic Park Designs w/ Staff	January 8, 2004
Schematic Design Approval by Council	January 13, 2004
Task 2.2 Design Development **Task 3.2 Stormwater Engineering**	
• Submit 65% Construction Documents	February 13,2004
Task 2.3 Construction Documents	
• Submit 95% Construction Documents	March 5, 2004
• Submit 100% Construction Documents	March 26,2004
• Submit Final Construction Documents	April 16, 2004

4. In return for the performance of the foregoing obligations, Owner shall pay to Engineer the owing amount indicated below, payable according to the following terms:

Task 2.0 Landscape Architecture	**$69,008.00**
Task 3.0 Engineering & Surveying	**$18,283.00**
Total Fee	**$87,291.00**

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

TOWN OF ADDISON
(Owner)

Signature: _____

Name: CHRIS TERRY

Title: ASSISTANT CITY MANAGER

Date: 12-11-03

HNTB Corporation
(Engineer)

Signature: _____

Name: Benjamin J. Bill

Title: Vice President

Date: 12/26/03

SUPPLEMENTAL AGREEMENT

Cost breakdown

SEE ATTACHED HOUR / FEE SCHEDULE

TOWN OF ADDISON®

Public Works / Engineering
16801 Westgrove • P.O. Box 9010
Addison, Texas 75001-9010
Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE 1-12-04	JOB NO.
ATTENTION	
RE: Supplemental Agreement For Engineering Services Arapaho Rd Phase II Landscape Architecture	

TO Carmen Moran
Town Hall

GENTLEMAN:

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications

☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			Supplemented Agreement #9 to the Agreement for Engineering Services dated January 23 2004 between the Town and HNTB Corp.

THESE ARE TRANSMITTED as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval

☒ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution

☐ As requested ☐ Returned for corrections ☐ Return _____ corrected prints

☐ For review and comment ☐ _____

☐ FOR BIDS DUE _____ 19_____ ☐ PRINTS RETURNED AFTER LOAN TO US

REMARKS _____

COPY TO Steve Chutchian
Slade Strickland

SIGNED: J. Pierce

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

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 10, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 10th day of June, 2004

1. Engineer shall perform the following Services:

   - Prepare temporary construction easement documents (parcel plat and field note descriptions) for parcels 8 and 9

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

   - Temporary Construction Easements Documents (parcel plat and field note descriptions) for parcels 8 and 9 (1 original of each)

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 2850, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $1,046,679.00.

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

_____	HNTB Corporation
(Owner)	(Engineer)
Signature: _____	Signature: Benjamin J. Biller
Name: _____	Name: Benjamin J. Biller
Title: _____	Title: Vice President
Date: _____	Date: 6/11/2004

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 10, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 10th day of June, 2004

1. Engineer shall perform the following Services:

   - Prepare temporary construction easement documents (parcel plat and field note descriptions) for parcels 8 and 9

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

   - Temporary Construction Easements Documents (parcel plat and field note descriptions) for parcels 8 and 9 (1 original of each)

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 2850, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $1,046,679.00.

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

_____	HNTB Corporation
(Owner)	(Engineer)
Signature: _____	Signature: Benjamin J. Biller
Name: _____	Name: Benjamin J. Biller
Title: _____	Title: Vice President
Date: _____	Date: 6/11/2004

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 11, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 11th day of June, 2004

1. Engineer shall perform the following Services:

   - See Attachment A

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

   - Test results for documented scope in Attachment A

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 99,250, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $1,145,929.00.

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

Town of Addison
(Owner)

Signature: R Whitehead

Name: Ron Whitehead

Title: City Manager

Date: 6-23-04

HNTB Corporation
(Engineer)

Signature: Benjamin Biller

Name: Benjamin J. Biller

Title: Vice President

Date: 6/11/2004

ATTACHMENT A

DESCRIPTION	Estimated Quantity
EARTHWORK	
Moisture Density Relationship ASTM D-698 (each)	4.0
Relative Density ASTM D-4253 (each)	1.0
Moisture Density Relationship TXDOT 113-E (each)	4.0
Atterberg Limits (each)	8.0
Wet Ball Mill Test (each)	2.0
Soil Sulfate Test (each)	26.0
Engineering Technician (hourly)	432.0
Engineering Technician Overtime (hourly)	64.0
In Place Density Test (each)	708.0
Base Depth Checks (each)	26.0
Transportation Charge (trip)	154.0
Engineering & Report Review (hourly)	54.1

Assumptions: 1 density test for every 10,000 square feet of paving subgrade, 1 density test for every 150 lineal feet of trench backfill per lift.

PIER INSPECTION	
Senior Engineering Technician (hourly)	90.0
Senior Engineering Technician Overtime (hourly)	22.0
Concrete Test Cylinders (each)	44.0
Transportation Charge (trip)	12.0
Engineering & Report Review (hourly)	8.8

Assumptions: 11 days of pier drilling with one technician and 1 drilling rig.

CONCRETE	
Concrete Mix Design Review (each)	3.0
Concrete Inspection (hourly)	531.0
Concrete Inspection Overtime (hourly)	68.0
Concrete Test Cylinders (each)	448.0
Concrete Test Flexural Beams (each)	580.0
Reinforcing Steel Inspection (hourly)	226.0
Transportation Charge (trip)	147.0
Engineering & Report Review (hourly)	88.2
Structural Steel Inspection (hourly, min. 5 hours)	45.0
Ultrasonic Steel Inspection (hourly, min. 5 hours)	15.0
Transportation Charge (trip)	12.0
Engineering & Report Review (hourly)	6.0

Assumptions: 1 set of 4 concrete test cylinders for every 100 yards of concrete placed in structures. 1 set of 4 concrete test flexural beams for every 100 yards of concrete placed in paving. Concrete Inspection time is based on delivery of concrete at 50 yards per hour.

Project Engineering services on materials engineering and testing for consultation shall include analysis, report preparation and review, supervision and scheduling of field and laboratory personnel.

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 12, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 12 day of August, 2004

1. Engineer shall perform the following Services:

   - Coordination with Dallas Water Utilities to incorporate bridge and roadway elements along the proposed alignment to avoid conflict with 60" water line.
   - Pedestrian and Street Lighting standards incorporated into plans.
   - Police Box wiring and power supply.
   - Super Elevation changes
   - Grading around bridge structure

2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:
   Changes were incorporated into the Construction documents.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ $19,687, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $1,162,766.00.

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

Town of Addison
(Owner)

Signature: _____

Name: Michael E. Murphy

Title: Director of Public Works

HNTB Corporation
(Engineer)

Signature: _____

Name: Benjamin J. Biller, P.E.

Title: Vice President

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS FOR ADDITIONAL WORK
SUPPLEMENTAL AGREEMENT: FINAL DESIGN - PAVING, DRAINAGE, AND UTILITIES

Task	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD/ Tech	Clerical
DWU Coordination and Meetings						
Meetings	20		24			2
Cross-Section Modifications			16			
Design Modification.						
Super elevation changes			12			
Grading around bridge structures		2	8		2	
OH Power to underground to buildings			12	4	4	
Police Boxes in Park - wiring and power			8		4	
Pedestrian lighting wiring and layout			24		12	
Street Lighting design standard modifications	2		32		12	
Total Hours	22	2	136	4	34	2
Hourly Rate	$54.00	$45.00	$33.00	$24.00	$23.00	$18.00
Direct Labor Cost	$1,188	$90	$4,488	$96	$782	$36

Direct Labor Cost Phase III Basic Services	**$**	**6,680**
Indirect Labor, Overhead	$	10,287
Subtotal	$	16,967
Profit and Contingency	$	2,545
Expenses	$	175
HNTB Total	$	19,687

M:\JOBS\25768Phase3\CONTRACT\primecon\DS301-PSE\[SA-20040812.xls]Additional Work

8/12/2004

HNTB ARCHITECTS ENGINEERS PLANNERS

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

August 12, 2004

Mr. Michael Murphy, P.E.
Director of Public Works
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

RE: Arapaho Road Phase 3
Proposal for Compensation for Additional Work

Dear Mike:

As you know, HNTB has been working on the design of Arapaho Road Phase project for the last two years. We have worked with you and your staff to the best of our ability to develop ways to keep this project moving forward with the DWU issues we encountered along the way. In the process of developing a roadway that would meet all party's needs, our work effort was increased significantly beyond our original scope. We feel we have worked as efficiently as possible throughout this project and hope that you agree.

A breakdown of the man-hours spent and the associated costs is provided in our supplemental agreement. We appreciate your consideration on this topic. We value our relationship with the Town of Addison very highly, and look forward to more successful partnerships in the future.

Thank you for your time on this matter.

Very truly yours,

HNTB CORPORATION

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

25768

COPY

SUPPLEMENTAL AGREEMENT

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

1. Engineer shall perform the following Services:

   - See Attachment A

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

   - Additional construction inspection services.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned item.

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

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

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

Town of Addison (Owner)	HNTB Corporation (Engineer)
Signature: Ron Whitehead	Signature: Benjamin Biller
Name: Ron Whitehead	Name: Benjamin J. Biller
Title: City Manager	Title: Vice President
Date: April 12, 2005	Date: March 23, 2005

Attachment A

Arapaho Road Construction Inspection

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

Assumptions:

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

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

Guy		
Weeks		27
Hours/Week		40
Total Hours		1,080
Hours		1,080
Rate	$	36.00
Direct Labor	$	38,880.00
ER		2.92
Total	$	113,529.60
Total Labor	$	113,529.60

Guy's Assistant		
Weeks		0
Hours/Week		0
Total Hours		0
Hours		0
Rate	$	23.00
Direct Labor	$	-
ER		2.92
Total	$	-

Total amount required to finish project

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

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 14, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 11th day of April, 2005

1. Engineer shall perform the following Services:

   - See Attachment A

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

   - Develop written report documenting pre and post construction parking.
   - Provide deposition for claimant's attorney.
   - Testify in court on behalf of Town of Addison.

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

   Report shall be delivered to the Town of Addison no later than ten (10) working days after this contract is signed.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 6,792, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $1,319,432.

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

Town of Addison (Owner)	HNTB Corporation (Engineer)
Signature: _____	Signature: _____
Name: _____	Name: Benjamin J. Biller
Title: _____	Title: Vice President
Date: _____	Date: April 12, 2005

ATTACHMENT "A"
ARAPAHO ROAD EXTENSION
ESTIMATE OF MANHOURS
Bullough/Lykos Appeal

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD/ Tech	Clerical
A. Research report, video, photo's	2					
B. Develop report documenting pre and post parking	6			4	10	
C. Deposition for claimant's attorney	8					
D. Testify in court on behalf of the Town of Addison	12					
Total Hours	28	0	0	4	10	0
Hourly Rate	$65.00	$55.00	$38.00	$24.00	$28.00	$18.00
Direct Labor Cost	$1,820	$0	$0	$96	$280	$0

Direct Labor Cost:	$	2,196
Indirect Labor, Overhead:	$	3,623
	$	5,819
Profit and Contingency:	$	873
Printing, Travel, Expenses:	$	100
Total Fee:	**$**	**6,792**

Assumptions:

1. Deposition will take no more than one day.
2. Testimony will take no more than one day. An additional 4 hours was added anticipating meeting with the Town of Addison's attorney.

Contract $ 25 168-[redacted]
CN-001

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 11, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 11th day of June, 2004

1. Engineer shall perform the following Services:

   - See Attachment A

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

   - Test results for documented scope in Attachment A

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned items.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 99,250, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to ~~$1,145,929.00.~~ $1,143,079.00. 7-1-04

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

Town of Addison (Owner)	HNTB Corporation (Engineer)
Signature: R Whitehead	Signature: Benjamin Biller
Name: Ron Whitehead	Name: Benjamin J. Biller
Title: City Manager	Title: Vice President
Date: 6-23-04	Date: 6/11/2004

Agreement on Bottom Supp. agree. 11-16 HNTB

RECEIVED
JUN 29 2004
HNTB CORPORATION
DALLAS, TEXAS

ATTACHMENT A

DESCRIPTION	Estimated Quantity
EARTHWORK	
Moisture Density Relationship ASTM D-698 (each)	4.0
Relative Density ASTM D-4253 (each)	1.0
Moisture Density Relationship TXDOT 113-E (each)	4.0
Atterberg Limits (each)	8.0
Wet Ball Mill Test (each)	2.0
Soil Sulfate Test (each)	26.0
Engineering Technician (hourly)	432.0
Engineering Technician Overtime (hourly)	64.0
In Place Density Test (each)	708.0
Base Depth Checks (each)	26.0
Transportation Charge (trip)	154.0
Engineering & Report Review (hourly)	54.1

Assumptions: 1 density test for every 10,000 square feet of paving subgrade, 1 density test for every 150 lineal feet of trench backfill per lift.

PIER INSPECTION	
Senior Engineering Technician (hourly)	90.0
Senior Engineering Technician Overtime (hourly)	22.0
Concrete Test Cylinders (each)	44.0
Transportation Charge (trip)	12.0
Engineering & Report Review (hourly)	8.8

Assumptions: 11 days of pier drilling with one technician and 1 drilling rig.

CONCRETE	
Concrete Mix Design Review (each)	3.0
Concrete Inspection (hourly)	531.0
Concrete Inspection Overtime (hourly)	68.0
Concrete Test Cylinders (each)	448.0
Concrete Test Flexural Beams (each)	580.0
Reinforcing Steel Inspection (hourly)	226.0
Transportation Charge (trip)	147.0
Engineering & Report Review (hourly)	88.2
Structural Steel Inspection (hourly, min. 5 hours)	45.0
Ultrasonic Steel Inspection (hourly, min. 5 hours)	15.0
Transportation Charge (trip)	12.0
Engineering & Report Review (hourly)	6.0

Assumptions: 1 set of 4 concrete test cylinders for every 100 yards of concrete placed in structures. 1 set of 4 concrete test flexural beams for every 100 yards of concrete placed in paving. Concrete inspection time is based on delivery of concrete at 50 yards per hour.

Project Engineering services on materials engineering and testing for consultation shall include analysis, report preparation and review, supervision and scheduling of field and laboratory personnel.

DATE SUBMITTED: March 31, 2005
FOR COUNCIL MEETING: April 12, 2005

Council Agenda Item

SUMMARY:

This item is for the approval of an amendment to the Engineering Services Agreement with HNTB Corporation, in an amount not to exceed $149,874.00, for additional inspection services on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

FINANCIAL IMPACT:

Current Design/Inspection Contract Amount:	$1,156,766.00
Additional Inspection Cost:	$149,874.00
Construction Contract Amount:	$16,702,578.42
Source of Funds:	This item and others that have been identified as being needed for the Arapaho Road project, will exceed the $1.3 million Contingency that had been established as part of the project budget. Funds have been identified to support the excess amounts, primarily from the 2006 bond sale. Please refer to the finance director's memo dated 4/4/05.

BACKGROUND:

The third phase of the proposed Arapaho Road extension project extends from Surveyor Blvd. to Addison Road. Construction of this section of Arapaho Road is underway and will complete an east-west minor arterial roadway that is necessary to relieve traffic congestion on Belt Line Road. A proposed bridge over Midway Road is also under construction as an integral component of the roadway section in the third phase. Due to the complex nature of this project, the Town entered into an agreement with the firm of HNTB Corporation to provide construction inspection of all improvements, in the amount of $211,060.00. This cost consisted of using an on-site inspector at a previously determined rate of 40 hours per week. However, as the construction of the project unfolded and demands on the inspector to be at the project site were elevated, the total inspection hours necessary to keep up with the work increased to approximately 65 hours per week. As a result, the inspectors total billings for work performed reached

$232,514.48 as of February 11, 2005. This resulted in a budget overage of $21,454.48, with a substantial amount of the project remaining.

Subsequently, Public Works staff and representatives of HNTB Corporation re-evaluated the future demands on the construction inspector during the remaining portion of the project, with the following determinations:

- Extensive municipal and franchise utility relocation improvements, placement of double concrete box culverts throughout the length of the project, and the necessary lowering of the existing Dallas Water Utilities 60" water transmission mail, required substantial attention by the inspector during the initial portion of the project.
- The inspector should be able to return to typical 40 hour/week inspection.
- Based on anticipated remaining length of the project, the inspector will be required to remain on-site for another 27 weeks.
- Future site visits by HNTB Corporation management staff will be drastically reduced at this point and will make up a very small portion of the additional total inspection monies required on the project. It should be noted that Public Works Department staff has been very involved in the day-to-day field engineering and inspection issues from the beginning of construction, and will remain an integral part of the process.
- Based on the above-mentioned factors, the total on-site construction inspection will require approximately $149,874.00 in additional funding to complete the project.

Although the inspection performed during the initial portion of the project exceeded estimated expenditures, it was determined by staff that it was essential that the numerous construction activities that were underway simultaneously were being constructed properly. As a result, the Town will ultimately realize the highest quality of bridge and roadway construction on this project.

RECOMMENDATION:

Staff recommends that Council authorize the City Manager to enter into an amendment to the Engineering Services Agreement with HNTB Corporation, in an amount not to exceed $149,874.00, for additional inspection on the Arapaho Road, from Surveyor Blvd. to Addison Road, project.

SUPPLEMENTAL AGREEMENT

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

1. Engineer shall perform the following Services:

   - See Attachment A

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

   - Additional construction inspection services.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   There will be no change in the schedule due to the above mentioned item.

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

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

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

Town of Addison (Owner)	HNTB Corporation (Engineer)
Signature: _____	Signature: Benjamin Biller
Name: _____	Name: Benjamin J. Biller
Title: _____	Title: Vice President
Date: _____	Date: March 23, 2005

Attachment A

Arapaho Road Construction Inspection

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

ORIGINAL CONTRACT

Assumptions:

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

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

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

ASSUMES COMPLETION IN EARLY SEPT.

TYPICALLY 3.0 BY ENG. FIRMS. HATB IS A LITTLE LOW

Total amount required to finish project

Existing Over Budget amount	$	21,454.48	
Total Labor	$	113,529.60	
Project Management	$	12,000.00	(assumes 2 hours per week) — PROJECT MANAGER TIME
Expenses	$	2,890.00	CONSTRUCTION TRAILER SUPPLIES TRUCK COSTS ON SITE MILEAGE, ETC.
Total	**$**	**149,874**	

M:\JOBS\25768Phase3\CONTRACT\primecon\Supplementals\Construction\[SuppmentA_CN-01.xls]$150k

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 14, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 11th day of April, 2005

1. Engineer shall perform the following Services:

   - See Attachment A

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

   - Develop written report documenting pre and post construction parking.
   - Provide deposition for claimant's attorney.
   - Testify in court on behalf of Town of Addison.

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

   Report shall be delivered to the Town of Addison no later than ten (10) working days after this contract is signed.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 6,792, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $1,319,432.

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

Town of Addison (Owner)	HNTB Corporation (Engineer)
Signature: _____	Signature: Benjamin J. Biller
Name: _____	Name: Benjamin J. Biller
Title: _____	Title: Vice President
Date: _____	Date: April 12, 2005

ATTACHMENT "A"
ARAPAHO ROAD EXTENSION
ESTIMATE OF MANHOURS
Bullough/Lykos Appeal

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD/ Tech	Clerical
A. Research report, video, photo's	2					
B. Develop report documenting pre and post parking	6			4	10	
C. Deposition for claimant's attorney	8					
D. Testify in court on behalf of the Town of Addison	12					
Total Hours	28	0	0	4	10	0
Hourly Rate	$65.00	$55.00	$38.00	$24.00	$28.00	$18.00
Direct Labor Cost	$1,820	$0	$0	$96	$280	$0

Direct Labor Cost:	$	2,196
Indirect Labor, Overhead:	$	3,623
	$	5,819
Profit and Contingency:	$	873
Printing, Travel, Expenses:	$	100
Total Fee:	**$**	**6,792**

Assumptions:

1. Deposition will take no more than one day.
2. Testimony will take no more than one day. An additional 4 hours was added anticipating meeting with the Town of Addison's attorney.

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 15, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 11th day of April, 2005

1. Engineer shall perform the following Services:

   - Re-design roadway between y-tracks due to rail elevation changes done by Railroad Company several different times during Arapaho Road Construction.
   - Modify plan sheets affected by Addison Road not being built at this time. Plans now match existing roadway instead of proposed roadway as originally designed.

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

   - Updated plan drawings with revisions showing all changes.

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

   Work shall be delivered to the Town of Addison no later than ten (10) working days after this contract is signed.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 5,400, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $ 1,318,832 .

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

Town of Addison (Owner)	HNTB Corporation (Engineer)
Signature: Ron Whitehead	Signature: Jerry D. Holder, Jr.
Name: RON WHITEHEAD	Name: Jerry D. Holder, Jr.
Title: CITY MANAGER	Title: Associate Vice President
Date: SEPTEMBER 14, 2005	Date: July 19, 2005

SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 16, to the AGREEMENT FOR ENGINEERING SERVICES, dated January 23, 2001 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 23rd day of March, 2005

1. Engineer shall perform the following Services:

   - See Attachment A

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

   - Additional construction inspection services.

3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:
   The schedule as set by the contractor, Archer-Western.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of $ 118,580, payable according to the following terms:

Payments will be made based upon the provisions of the original contract, with a corresponding increase in the total contract amount to $1,437,412.

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

Town of Addison (Owner)	HNTB Corporation (Engineer)
Signature: Ron Whitehead	Signature:
Name: RON WHITEHEAD	Name: Jerry D. Holder, Jr., P.E.
Title: CITY MANAGER	Title: Associate Vice President
Date: SEPTEMBER 14, 2005	Date: August 29, 2005

Attachment "A"

Arapaho Road Construction Inspection

Assumptions:

1. Archer-Western will finish project December 16th (17 weeks after Aug. 19th)
2. Guy Van-Baulen will work 5 days per week/ 10 hours per day
3. Guy will have an assistant inspector 2 days per week/ 8 hours per day

17 Weeks

Guy			Guy's Assistant		
Weeks		17	Weeks		8
Hours/Week		50	Hours/Week		16
Total Hours		850	Total Hours		128
Hours		850			128
Rate	$	37.00	Rate	$	23.00
Direct Labor	$	31,450.00	Direct Labor	$	2,944.00
ER		2.92	ER		2.92
Total	$	91,834.00	Total	$	8,596.48
Total Labor	$	100,430.48			

Total amount required to finish project

Guy's labor	$	91,834.00	
Guy's Asst. labor	$	8,596.48	
Project Management	$	12,300.00	(assumes 4 hours per week)
CPM Schedule Review	$	4,000.00	
Expenses	$	1,850.00	
Total	**$**	**118,580**	

Arapho Phase 3
25768

Town of Addison, Tx				Running total		Construction CN-001	Design DS-301	Landscaping DS-303	Totals	
Prime Contract		$	813,785	$	813,785	$ 211,060	$ 602,725		$ 813,785	$ -
Supplement 1	Heritage Inn Alignment	$	18,015	$	831,800		$ 18,015		$ 18,015	$ -
Supplement 2	Landscape/Streetscape	$	15,700	$	847,500		$ 15,700		$ 15,700	$ -
Supplement 3	Drainage - Bridge	$	18,903	$	866,403		$ 18,903		$ 18,903	$ -
Supplement 4	Watson Taylor	$	23,078	$	889,481		$ 23,078		$ 23,078	$ -
Supplement 5	ARS/Exhibits	$	11,698	$	901,179		$ 11,698		$ 11,698	$ -
Supplement 6	DWU Coordination	$	23,803	$	924,982		$ 23,803		$ 23,803	$ -
Supplement 7	Retaining Wall Concepts and Design	$	18,367	$	943,349		$ 18,367		$ 18,367	$ -
Supplement 8	Additional Borings for Bridge	$	1,600	$	944,949		$ 1,600		$ 1,600	$ -
Supplement 9*	Park Landscape Design Services	$	92,880	$	1,037,829			$ 92,880	$ 92,880	$ -
Supplement 10	Skipped number			$	1,037,829				$ -	$ -
Supplement 11	Construction Materials Testing (Rone)	$	99,250	$	1,137,079	$ 99,250			$ 99,250	$ -
Supplement 12	DWU Coordination	$	19,687	$	1,156,766		$ 19,687		$ 19,687	$ -
Supplement 13	Additional Construction services	$	149,874	$	1,306,640	$ 149,874			$ 149,874	$ -
Supplement 14	Bullough/Lykos Appeal	$	6,792	$	1,313,432	$ 6,792			$ 6,792	$ -
Supplement 15	Redesign roadway	$	5,400	$	1,318,832		$ 5,400		$ 5,400	$ -
Supplement 16	Additional Construction services	$	118,580	$	1,437,412	$ 118,580			$ 118,580	$ -
						$ 585,556	$ 759,976	**$ 92,880**	**$ 1,437,412**	
						$ 585,556		**$ 851,856**	**$ 1,437,412**	

Arapho Phase 3

Town of Addison, Tx				Running total	Construction CN-001
Prime Contract		$ 813,785	$	813,785	$ 211,060
Supplement 1	Heritage Inn Alignment	$ 18,015	$	831,800	
Supplement 2	Landscape/Streetscape	$ 15,700	$	847,500	
Supplement 3	Drainage - Bridge	$ 18,903	$	866,403	
Supplement 4	Watson Taylor	$ 23,078	$	889,481	
Supplement 5	ARS/Exhibits	$ 11,698	$	901,179	
Supplement 6	DWU Coordination	$ 23,803	$	924,982	
Supplement 7	Retaining Wall Concepts and Design	$ 18,367	$	943,349	
Supplement 8	Additional Borings for Bridge	$ 1,600	$	944,949	
Supplement 9*	Park Landscape Design Services	$ 92,880	$	1,037,829	
Supplement 10	Skipped number		$	1,037,829	
Supplement 11	Construction Materials Testing (Rone)	$ 99,250	$	1,137,079	$ 99,250
Supplement 12	DWU Coordination	$ 19,687	$	1,156,766	
Supplement 13	Additional Construction services	$ 149,874	$	1,306,640	$ 149,874
Supplement 14	Bullough/Lykos Appeal	$ 6,792	$	1,313,432	$ 6,792
Supplement 15	Redesign roadway	$ 5,400	$	1,318,832	
Supplement 16	Additional Construction services	$ 118,580	$	1,437,412	$ 118,580
					$ 585,556
					$ 585,556

Arapho Phase 3

Town of Addison, Tx				Running total	Construction CN-001
Prime Contract		$	813,785	$ 813,785	$ 211,060
Supplement 1	Heritage Inn Alignment	$	18,015	$ 831,800	
Supplement 2	Landscape/Streetscape	$	15,700	$ 847,500	
Supplement 3	Drainage - Bridge	$	18,903	$ 866,403	
Supplement 4	Watson Taylor	$	23,078	$ 889,481	
Supplement 5	ARS/Exhibits	$	11,698	$ 901,179	
Supplement 6	DWU Coordination	$	23,803	$ 924,982	
Supplement 7	Retaining Wall Concepts and Design	$	18,367	$ 943,349	
Supplement 8	Additional Borings for Bridge	$	1,600	$ 944,949	
Supplement 9*	Park Landscape Design Services	$	92,880	$ 1,037,829	
Supplement 10	Skipped number			$ 1,037,829	
Supplement 11	Construction Materials Testing (Rone)	$	99,250	$ 1,137,079	$ 99,250
Supplement 12	DWU Coordination	$	19,687	$ 1,156,766	
Supplement 13	Additional Construction services	$	149,874	$ 1,306,640	$ 149,874
Supplement 14	Bullough/Lykos Appeal	$	6,792	$ 1,313,432	$ 6,792
Supplement 15	Redesign roadway	$	5,400	$ 1,318,832	
Supplement 16	Additional Construction services	$	118,580	$ 1,437,412	$ 118,580
					$ 585,556
					$ 585,556

DATE SUBMITTED: January 14, 2002
FOR COUNCIL MEETING: January 22, 2002

Council Agenda Item:

SUMMARY:
This item is for the approval of an Engineering Services Contract for the design of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

FINANCIAL IMPACT:

Budgeted Amount:	$4.005 Million
Cost:	$813,785 (Engineering & Inspection)
Source of Funds:	Funds are available from the FY 2000 General Obligation Bond Program.

BACKGROUND:
The third phase of the proposed Arapaho Road extension project extends from Surveyor Blvd. to Addison Road. Construction of this section of Arapaho Road will complete an east-west minor arterial roadway that is necessary to relieve traffic congestion on Belt Line Road. It is anticipated that the new street will initially absorb approximately 11,000 vehicles per day, with a maximum future count of 25,000 vehicles per day. The firm of HNTB Corporation has submitted a proposal (attached), in the amount not to exceed $813,785 for design and inspection services related to the construction of Phase III. The proposed scope of work that this firm will provide is as follows:

a. Final Design of Paving, Drainage & Utilities
b. Streetscape & Irrigation Design
c. Bidding & Contract Award
d. Full-Time Bridge Inspection & Supplemental Roadway Inspection

HNTB Corporation is currently under contract with the Town to prepare parcel descriptions and associated maps as part of the ongoing Right-of-Way/Easement acquisition process. However, the proposed design of a bridge over Midway Road shall be performed by separate contract. Staff has initiated the review of Statements of Qualifications from several Architectural/Engineering firms related to design of the bridge. The proposed Phase III roadway design contract includes a provision for HNTB Corporation to coordinate the design of the street with the firm that will design the bridge.

RECOMMENDATION:
It is recommended that Council authorize the City Manager to enter into a contract with HNTB Corporation, in the amount not to exceed $813,785.00, for engineering and inspection services associated with the design of Arapaho Road, Phase III, from Surveyor Blvd. to Addison Road.

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

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

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of Arapaho Road Phase III from Surveyor Boulevard to Addison Road (the Project). The project will be a 4-lane reinforced concrete roadway, with turn lanes at Surveyor Boulevard and Addison Road. A grade separated intersection will be provided at Midway Road. The design of the bridge over Midway Road is not included in this scope of services. Services will generally include geotechnical investigation and recommendations; final construction plans for the roadway, structure, stormwater, water, wastewater, landscaping, irrigation, traffic signals, construction sequencing, signing and striping; bid document originals; record drawings; and coordination with franchised utilities, the Town of Addison, and applicable agencies.

II. Detailed Scope of Basic Services

The improvements have been implemented in several phases consistent with the availability of funds to complete final construction plans and specifications and to finance the construction. The scope of services for the schematic design are described in a separate scope of services and Agreement between the Town of Addison and HNTB Corporation executed February 12, 1997 with official authorization to proceed dated March 9, 1998. The basic scope of services for construction documents from Marsh Lane to Surveyor Boulevard (Phase II) are described in a separate scope and Agreement executed October 18, 2000 between the Town of Addison and HNTB Corporation.

A. Phase III Final Design – Paving, Drainage, and Utilities

1. Prepare final construction drawings. (Scale 1" = 20' Horizontal and 1" = 5' Vertical except as noted.) The plans will be designed to meet current ADA requirements. The following sheets shall be included:

   a. Cover Sheet

   b. General Notes

   c. Quantity Sheets

   d. Removal Plans

   e. Typical Sections

   f. Construction Phasing (Scale 1" = 40')

   g. Survey Control

   h. Utility Relocation Plan

   i. Paving Plan and Profile Sheets

   j. Paving Details

   k. Signing and Striping Plans (Scale 1" = 40')

   l. Erosion Control Plans

   m. Grading Plan

   n. Driveway and Special Grading Sheets

   o. Drainage Area Map (Scale 1" = 100')

   p. Stormwater Plan and Profile Sheets

   q. Roadway Cross Sections

   r. Street Lighting Plan

2. Prepare Contract Documents

3. Prepare Estimate of Final Construction Cost

4. Submit four (4) sets of plans for review to the Owner for 65% review, 95% review, and 100% (final).

5. Incorporate Owner's review comments into plans after each submittal.

B. Streetscape

Engineer's understanding is the Project will consist of right-of-way improvements for Arapaho Road from Surveyor Boulevard to Addison Road. The current R.O.W. will be widened in some areas allowing for additional landscaping. Proposed streetscape improvements will utilize the existing Town Landscape Ordinance and guidelines. Critical visibility concerns shall be incorporated into the overall roadway improvements.

This proposal does not include architectural improvements related to the proposed bridge spanning Midway Road. These improvements may be added at a later date by the Owner through a supplemental agreement..

Basic Services

1. Schematic Design
   a. Engineer will attend a kickoff / programming meeting with the Owner to discuss the project requirements and to acquire information required to develop the schematic landscape master plan for Phase III.

   b. Based on initial programmatic meetings with the Owner, Engineer will proceed with site development concepts to develop a schematic landscape master plan. Schematic design plans will be drawn at a scale sufficient to explain design intent. The drawings to be produced will be one rendered site plan and necessary cross sections and enlarged plans as required to explain design intent.

   c. Engineer will meet with the Owner to present the schematic landscape master plan and will receive comments from staff for incorporation into the design development package.

2. Design Development

a. Based on the approved schematic design, Engineer will prepare a design development package. This package will include the following:

- Materials plan
- Site grading plan
- Site walls/entry features
- Hardscape/paving

Site lighting (location and fixture type)

- Landscape plan
- Critical cross-sections

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

b. Engineer will prepare an opinion of probable construction costs based on design development drawings.

c. Engineer will meet with the Owner to review the design development package and will receive comments from staff for incorporation into the construction document package.

3. Construction Documentation

a. Based on the approved design development package, Engineer will prepare contract documents sufficient to describe the work necessary for construction. The following drawings will be prepared:

- Layout and materials plan
- Enlarged intersection layout & materials plan, if required.
- Grading plan for the R.O.W. improvements
- Enlarged intersection grading plan, if required.
- Planting plan
- Enlarged intersection planting plan, if required.
- Irrigation plan
- Enlarged intersection irrigation plan, if required.
- Site lighting (location & fixture type)
- Details and sections at appropriate scales necessary to convey the sizes, appearances, finishes, and colors of all pavements, walls, site furnishings, and light fixtures.
- Coordinate structural details and incorporate on plans to be approved by structural.

b. Engineer will prepare technical specifications describing all elements of the proposed work.

c. Engineer will prepare a revised opinion of probable construction costs based on design development drawings.

d. Engineer will meet with the Owner to review the construction document package and will receive comments from staff for finalizing the construction document package.

4. Construction Observation

a. Engineer will attend a kickoff meeting with the Owner, the selected landscape / hardscape subcontractor and General Contractor to review the project requirements, schedule and responsibilities.

b. Engineer will review and approve subcontractor submittals regarding landscape and hardscape material specified for the streetscape project and keep logs for submittals.

c. Engineer will coordinate the preparation of record drawings with the landscape / hardscape contractor, review for completeness and issue to the Owner with all records of construction developed for the project based on documents delivered to Engineer by such contractor. This will constitute the project close out of the construction phase.

6. Additional Services

The following services are not included in the scope of basic services. Engineer shall provide these services if authorized in writing by the Owner on a time and expense in addition to the compensation for Basic Service.

- Illustrative renderings beyond those described in the Basic Services.
- Zoning changes or variances

C. Bidding and Contract Award

1. Prepare Advertisement for Bidders.

2. Provide 25 half-size sets of plans and bid documents.

3. Conduct pre-bid meeting.

4. Prepare necessary addenda and respond to bidder's questions.

5. Prepare bid tabulation.

6. Recommend a bidder for the award of the construction contract after performing reference checks.

D. Construction Administration

1. Provide three (3) full-size and five (5) half-size sets of plans and specifications for Owner.

2. Provide two (2) full-size and three (3) half-size sets of plans and specifications for Contractor.

3. Conduct pre-construction meeting.

4. Respond to Requests for Information.

5. Review submittals, as required by the contract documents.

6. Provide construction administration and observation services.

7. Attend final inspection and prepare punch list.

8. Prepare mylar record drawings and electronic files.

III. Detailed Scope of Additional Services

A. Surveying

1. Update property ownership, to include current ownership. Any subdivision of the existing parcel will be addressed on a case by case basis.

2. Stake centerline at 50-foot intervals with PC's and PT's prior to geotechnical borings performed in field.

3. Locate bore holes horizontally and vertically.

4. Cross sections of Arapaho Road at Midway Road to include lane shots.

5. Project management and administration for surveying elements.

B. Geotechnical Investigation

The geotechnical services will include the following: field investigation, laboratory testing and engineering analysis in order to develop recommendations to guide design and construction of Arapaho Road.

1. Field Investigation

Drill and sample 25 borings for this project. The following table summarizes the proposed number of borings for the various structures.

Proposed Structure	Total Number of Borings
Bridge	7
Retaining Walls and Box Culvert	14
Pavement	4

The bridge borings will be advanced a depth of 20 feet into unweathered gray limestone. The bridge borings are therefore anticipated to extend to a total depth of approximately 35 feet. The retaining wall box culvert borings will extend to a depth of 15 feet. The pavement borings will extend to a depth of 10 feet or 5 feet into weathered limestone, whichever is encountered first.

The borings will be continuously sampled to a depth of 6 feet, and at 5-foot intervals thereafter and/or at each change in the stratum until boring termination. The soil samples will be obtained with thin-walled tube and/or split-spoon samplers, depending upon the soil type and consistency.

The bedrock in the bridge borings will be continuously cored. Samples of the bedrock from the other borings will be obtained from the auger cuttings. Texas Cone Penetrometer (TCP) tests will be performed at 5-foot intervals to evaluate the bearing properties of the bedrock.

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

It is understood that ARS Engineers (ARS), the project surveyor, will stake the centerline of the roadway alignment to assist us in locating our borings in the field. Terra-Mar will then stake the boring locations. The boring locations will be marked in the field so that ARS can determine the boring coordinates and ground surface elevations following the field exploration program.

Owner shall coordinate with the Engineer to obtain right-of-entry to the property so that the boring locations will be accessible to our conventional truck-mounted drilling equipment during normal working days. Traffic control services shall be Additional Services if required to complete the borings.

The drilling operations will proceed in a manner that will avoid the potential of damage to underground utilities. Owner shall provide any information regarding any of their existing underground utilities that are present on-site prior to Engineer beginning the fieldwork. Engineer will coordinate underground utility line clearance with the Texas Excavation Safety System, the Owner, Dallas Water Utilities, and Dallas Area Rapid Transit (DART), and any other utility companies known to be in the area. However, Engineer will not be responsible for damage to underground utility lines that are not properly identified prior to mobilization of drilling equipment to the site.

2. Laboratory Testing

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

3. Engineering Analyses and Report

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

a. Logs of borings in TxDOT "WinCore2" electronic format, laboratory test results, borehole water level observations, and a plan of borings.

b. Recommendations for design of drilled shaft bridge foundations, including allowable bearing resistance, estimated depth of bearing stratum, and estimated foundation settlement.

c. Recommendations for design of mechanically stabilized earth retaining wall foundations that will include allowable bearing pressures, sliding resistance, global stability, and estimated settlement.

d. Recommendations for design of the box culvert, including equivalent fluid pressures and allowable bearing pressures.

e. Recommendations for retaining wall and box culvert backfill soil types, backfill placement, and compaction.

f. Evaluation of the impact of the box culvert on the performance of the proposed pavement section, including recommendations for reducing the amount of differential movement between sections of the roadway supported over the box culvert and box culvert backfill, and sections supported on the existing subgrade soils.

g. Recommendations for pavement subgrade preparation.

h. Recommendations for Portland cement concrete pavement sections. Owner will arrange to provide the anticipated traffic loading for use in our analysis.

i. Discussion of potential construction problems, such as hard rock excavation, groundwater, and subgrade instability.

C. Traffic Study

a. Signal Design Layout

1. Prepare preliminary traffic signal design plans and specifications for intersection of Arapaho Road at Addison Road to include railroad preemption. Plans and specifications will be prepared using Owner standards.

2. Review plans and specifications with Owner and revise as necessary. Prepare final plans, specifications, construction estimates and contract documents for installation of traffic signals throughout project limits.

b. Traffic Signal Data Collection

1. Collect AM peak period (6:30 – 9:00 AM) and PM peak period (4:00 PM – 6:30 PM) turning movement counts in 15 minutes intervals, including pedestrian counts, for two representative intersections. These intersections will provide a general understanding of the volume of traffic and traffic characteristics of the area.

2. Compile the existing traffic turning movement counts for the AM and PM peak hour time periods and determine the existing AM and PM peak hours, peak hour factors and percent trucks for each intersection. Balance the traffic turning movement counts for Phase II and Phase III for the AM and PM peak hours. Prepare base maps for Phase II and Phase III illustrating the existing peak hour turning movement counts, intersection geometrics, speed limits, distances between intersections, percent trucks, peak hour factor, and existing traffic signal phasing. Compile the existing

traffic signal timing plans to determine the existing traffic signal phasing, cycle length, minimum and maximum green times, yellow times, all-red times, walk times and flashing don't walk times.

c. *Initial Traffic Analysis – Segment 1 (West of Midway Road)*

1. Analyze the three signalized intersections in Segment 1, (Marsh, Surveyor, and Beltline/Marsh) utilizing an interactive process to provide coordinated traffic signal timings without sacrificing level of service for the minor traffic movements. More specifically, the following process will be utilized for both the AM and PM peak hours:

   - SIGNAL2000- Design optimum cycle length, phasing and green times for each isolated intersection such that all movements operate at LOS D or better.
   - NOSTOP – With the green splits designed in SIGNAL2000, use this program to determine the optimum cycle length to provide maximum progression on the corridor.
   - SIGNAL2000 – Rerun, if necessary, if the cycle length is different through NOSTOP than originally assumed.
   - TRANSYT-7F – Holding the cycle length and green splits constant, run this program to optimize offsets to provide progression for the highest volume movements (minimize system delay).

   Summarize the results with measure of effectiveness tables and phasing/timing diagrams and illustrate the train preemption phasing.

2. Jack Hatchell & Associates will assist the Engineer in a management role consisting of technical assistance and plan review for traffic signal timing plan for Arapaho Road from Marsh Lane to Surveyor Boulevard and Marsh Lane from Beltline Road to Arapaho Road.

d. *Initial Traffic Analysis – Segment 2 (East of Midway Road)*

1. Analyze the six signalized intersections in Segment 2 of Phase III, (Addison, Edwin Lewis, Quorum, Spectrum, Addison/Lindberg, and Addison/Beltline) utilizing an interactive process to provide coordinated traffic signal timings without sacrificing level of service for the minor traffic movements. The goal will be to provide traffic signal progression along the three signalized intersections along Addison Road and the four signalized intersections along Arapaho Road. The following process for both the AM and PM peak hours:

- SIGNAL2000- Design optimum cycle length, phasing and green times for each isolated intersection such that all movements operate at LOS D or better.
- NOSTOP – With the green splits designed in SIGNAL2000, use this program to determine the optimum cycle length to provide maximum progression on the corridor.
- SIGNAL2000 – Rerun, if necessary, if the cycle length is different through NOSTOP than originally assumed.
- PASSERII – Holding the cycle length and green splits constant, run this program to optimize the offsets for through movement progression on Addison Road and Arapaho Road. Two runs will be completed consisting of one run for Addison Road and one run for Arapaho Road.
- TRANSYT-7F – This program will be used to combine the two PASSERII runs and fine-tune the offsets for higher volume turning movements (minimize system delay).

Summarize the results with MOE tables and phasing/timing diagrams. Illustrate the train preemption phasing.

2. Jack Hatchell & Associates will assist the Engineer in a management role consisting of technical assistance and plan review for traffic signal timing plan for Addison Road from Beltline Road to Lindberg and for Arapaho Road from Addison Road to Spectrum. Assist Engineer with coordination with railroad and traffic signal design for railroad preemption.

e. Technical Memorandum

Document the procedures, findings and recommendations of the traffic signal timing analysis, with exhibits, tables and text in a technical memorandum. The technical memorandum will also include an appendix with the traffic software output.

Note: Additional information on the Traffic Study is included in Exhibit B.

D. Phase I Environmental Site Assessment

See Exhibit A for detailed description.

E. Construction Observation

- It is anticipated the Owner will require assistance with construction observation throughout the construction duration. Two separate Construction Observation tasks are included. The first will be full-time bridge construction observation. The second will be half-time roadway construction observation. Full-time is 40 hours per week throughout the duration the construction

schedule. Half-time is 20 hours per week throughout the duration the construction schedule. The bridge construction is estimated to take twelve months. The roadway construction is estimated to take fifteen months. If the duration differs from these estimates, the compensation shall be adjusted accordingly. The following tasks would be performed by this task. A supplemental agreement will have to be completed prior to the pre-construction meeting.

- Monitor construction activities including office/on-site observations during construction operations. This effort will be performed in association with the Owner's staff to supplement their own inspection staff.

- The Engineer's construction representative and staff shall be stationed in Engineer's offices for the administration of the contract documents.

- The Engineer's construction representative shall assist in working with the Contractor to address RFI's, shop drawings, and related questions concerning design issues to support timely response and resolution of issues

- The Project construction representative shall assist in monitoring the construction schedule on an ongoing basis at bi-weekly intervals based upon a 12-month construction schedule, and report to the Owner on matters that may lead to delays and deficiencies.

- Review requests for alternatives and substitutions from the Contractor and submit them, together with Engineer's recommendations, to Owner for consideration.

- Review and make recommendations on contractor submitted shop drawings.

- Observe bridge construction and related components.

- Observe construction to determine in general if the Work is proceeding in such a manner indicating that when completed it will be in accordance with requirements of the contract documents.

- Conduct observations to determine an estimate of percent completion.

- Prepare preliminary and final deficiencies lists at intervals during the overall Project duration.

- Based on observations and evaluations of the Contractor's applications for payment, the Project construction representative shall review and certify the amounts due the Contractor.

F. Coordination with third-party for bridge design

If the Town of Addison chooses to have a third party design the bridge over Midway Road it will require a coordination effort between HNTB and the third party. The Town has requested an estimate of how much time it would take for coordination between the Engineer and the third-party bridge designer. This estimate is for meetings with the third party, information sharing, transfer of files (electronic, including CAD), notes and sketches, and meetings with the Town to incorporate ideas into the bridge. This estimate is not for the design of any elements of the bridge that are developed through these meetings or by the third party. We have based our estimate on a total of 140 hours over the course of the design. The estimated amount would be approximately $17,500.

SECTION 3. PAYMENT

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

Basis of Compensation

Owner shall make payment monthly to Engineer based upon statements submitted by the Engineer for percentage of work performed.

Compensation for performing Basic and Additional Services shall be on a Lump Sum Basis. The Lump Sum amount for Services shall not exceed $813,785.00.

SECTION 4. RESPONSIBILITIES

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

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

The rights and remedies of Owner and Engineer under this Agreement are as provided by law. Engineer shall not be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project.

SECTION 5. TIME FOR PERFORMANCE

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

services to complete construction documents shall be completed within 10 months of Notice-to-Proceed.

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

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

SECTION 6. DOCUMENTS

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

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

Engineer agrees to and does hereby grant to Owner a royalty-free license to such instruments of service which Engineer may cover by copyright and to designs as to which Engineer may cover by copyright and to designs as to which Engineer may assert any rights or establish any claim under the design patent or copyright laws. Engineer, after completion of the services, agrees to furnish the originals of such instruments of service

to the Owner. Engineer may, however, retain copies of any and all documents produced. The license granted herein by Engineer shall survive termination of this Agreement for any reason.

SECTION 7. TERMINATION

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

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

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

SECTION 8. INSURANCE

Engineer shall provide and maintain Worker's Compensation and Employer's Liability Insurance for the protection of Engineer's employees, as required by law. Engineer shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including insurance covering the operation of automobiles, trucks and other vehicles) protecting Engineer and Owner against liability from damages because of injuries, including death, suffered by any person or persons other than employees of Engineer, and liability for damages to property, arising from or growing out of Engineer's operations in connection with the performance of this Agreement.

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

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

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

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

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

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

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

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all services determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for percentage of completion by Engineer through such date of termination. In the event of, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all reasonable, unmitigatable costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.

- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation. The reasonable expense for same may be offset against amounts due the Engineer. In such case, Engineer shall not be liable with respect to indemnity or otherwise for any such services performed, arranged, or furnished by Owner. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

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SECTION 17. AGREEMENT AMENDMENTS

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

SECTION 18. WRITTEN NOTICES

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

SECTION 19. GENDER AND NUMBER

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

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

OWNER:
TOWN OF ADDISON, TEXAS

By: _____

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

Witness:

_____

ENGINEER:
HNTB CORPORATION

By: _____

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

Witness: _____

EXHIBIT A

ARAPAHO ROAD EXTENSION
SURVEYOR BOULEVARD TO ADDISON ROAD
FEE PROPOSAL - JANUARY 2002

Basic Services

Final Design	
Paving, Drainage, and Utilities	$90,456
Streetscape	$20,925
Bidding and Contract Award	$4,952
Construction Administration	$8,880
Direct Labor Cost Phase III Basic Services	$125,213
Indirect Labor, Overhead	$192,702
HNTB Engineering Subtotal	$317,915
Profit and Contingency	$47,687
Out-of-Pocket Expense	$7,700
HNTB Subtotal Fee, Basic Services	$373,302
GBW	
See GBW Proposal	$124,918
Basic Services Fee	$498,220

Additional Services

Surveying, See ARS Inc. Proposal	$12,876
Geotechnical, See TerraMar Proposal	$33,125
Traffic Engineering	$35,555
Phase I Environmental Site Assessment, See TerraMar Proposal	$2,650
Coordination with Third Party designer of bridge over Midway	$17,500
Irrigation Layout and Design	$2,800
Construction Observation for Bridge, full-time	$133,620
Construction Observation for Roadway, half-time	$77,440
Subtotal Fee, Additional Services	$315,566
TOTAL FEE FOR SERVICES	**$813,785**

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
FINAL DESIGN - PAVING, DRAINAGE, AND UTILITIES

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD/ Tech	Clerical
Task 1 Final Design Paving, Drainage, and Utilities						
Task 1.1 Paving Construction Drawings						
A. Cover Sheet			4		12	2
B. General Notes			8	16	16	
C. Quantity Summary Sheets				24	16	
D. Utility Relocations		16				
E. Typical Sections			24	24	40	
F. Construction Specifications and Contract Documents	4	16	40	8		16
G. Construction Sequencing/Traffic Control		16				
H. Plan and Profile Sheets		64	110	140	160	
I. Paving, Sidewalk, Intersection, Misc. Details		4	20	64	80	
J. Driveway Detail, Special Grading Sheet		16	32	48	60	
K. Striping Plan, Details		8				
L. Signing Plan, Details		8	16	40	40	
M. RR Grade Crossing Plan, Details, Coordination	40	80	80	16	40	16
N. Street Lighting Plan, Details	12	48	40	40	32	
O. Parking Lot design under bridge, both sides of Midway	4	16	24	40	40	
P. Removal Sheet			16	24	32	
Q. Bid Quantities		12	40	64	16	
R. Opinion of Probable Cost		12	24	32		8
S. QA/QC	6	30	20	10		4
T. Review Comment Revisions		24	32	32	80	4
Task 1.2 Project Management/Coordination	200	16		184		24
Task 1.3 Drainage Construction Drawings						
A. Drainage Plan/Profile		8				
B. Drainage Calculations		8				
C. Drainage Area Map		4				
D. Details		4	4		4	
E. Storm Water Pollution Prevention		4		4	4	
Task 1.4 Specifications and Contract Documents	8	40	20			40
Task 1 Total Hours	274	454	554	810	672	114
Hourly Rate	$54.00	$45.00	$33.00	$24.00	$23.00	$18.00
Direct Labor Cost	$14,796	$20,430	$18,282	$19,440	$15,456	$2,052
				HNTB Final Design-Pavement, and Utilities		**$90,456**

ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
FINAL DESIGN - STREETSCAPE

	Group Director	Design Director	Senior LA	LA 3	LA 2	LA 1
Task 2 Final Design- Streetscape						
Task 2.1 Schematic Design						
A. Kickoff/Programming Meeting			4		4	
B. Schematic Landscaping Master Plan	8	8	24		48	24
C. Schematic Plan Review Meeting			4		4	
Task 2.2 Design Development						
A. Prepare Design Development Package	8	12	40		72	24
B. Prepare Opinion of Probable Construction Costs			8		24	8
C. Design Development Plan Review Meeting			4		4	
Task 2.3 Construction Documentation						
A. Prepare Construction Documents	16	16	48		120	48
B. Prepare Technical Specifications			8		24	24
C. Prepare Revised Opinion of Probably Cost			4		8	8
D. Construction Document Review Meeting			4		4	4
Task 2.4 Bid Phase						
A. Prepare List of Qualified Sub-Contractors	*Not applicable to this contract*					
B. Prepare Addenda			8		16	8
C. Evaluate bid tabulation and recommend award			4		8	
D. Value Engineering/Substitutions	*Not applicable to this contract*					
Task 2.5 Construction Observation						
A. Kickoff Meeting	8		4		4	4
B. Review Submittals; Tag Trees			16		32	8
C. Review Information Requests			8		12	8
D. Review Work Progress			8		48	8
E. Prepare Punchlist			4		16	16
F. Punchlist Review					8	4
G. As-Builts - Project Closeout			2		24	12
Task 2 Total Hours	40	36	202	0	480	208
Hourly Rate	$32.21	$37.50	$30.77	$22.60	$18.27	$15.87
Direct Labor Cost	$1,288	$1,350	$6,216	$0	$8,770	$3,301
			Final Design - Streetscape			$20,925

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
BIDDING AND CONTRACT AWARD

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 3. Bidding and Contract Award						
A. Prepare Advertisement for Bidders		2			2	2
B. Prepare 25 Half-Size Sets of Plans & Bid Documents		2			16	8
C. Conduct Pre-Bid Meeting		3	3			2
D. Prepare Addenda & Respond to Bidder's Questions		16	24	24	16	24
E. Attend Bid Opening\ Review Bid Docs\Prepare Bid Tab	2	4	8			8
F. Recommend a Bidder to the Town of Addison		4				8
Task 3 Total Hours	2	31	35	24	34	52
Hourly Rate	$54.00	$45.00	$33.00	$24.00	$23.00	$18.00
Direct Labor Cost	$108	$1,395	$1,155	$576	$782	$936
					Bidding and Contract Award	$4,952

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
CONSTRUCTION ADMINISTRATION

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 4: Construction Administration						
A. Provide 3 Full-Size, 5 Half-Size Sets for Town			2		4	2
B. Provide 2 Full-Size, 3 Half-Size Sets for Contractor					2	
C Conduct Pre-Construction Meeting		3	3			3
D Review Submittals		8	24		16	40
E Respond to Requests for Information.	2	12	20		16	16
F. Attend Final Inspection		8	8			4
G Prepare Mylar Record Drawings	2	16	24	32	40	8
Task 4 Total Hours	4	47	81	32	78	73
Hourly Rate	$54.00	$45.00	$33.00	$24.00	$23.00	$18.00
Direct Labor Cost	$216	$2,115	$2,673	$768	$1,794	$1,314
			Construction Administration			$8,880

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
FINAL DESIGN - GBW ENGINEERS, INC.

	Asst. Project Manager	Project Engineer	Design Tech	CADD Operator	Clerical
Task 5, GBW Engineers, Inc.					
Project Meetings/Management	60				
Utility Coordination	8	4	40		16
Drainage Plans/Profile (1)	8	16	40	160	
Drainage Calculations	8	16	24	60	
Drainage Area Map	4	8	24	40	
Utility Relocations	8	16	40	120	
Construction Sequence/Traffic Control	8	16	40	180	
Striping	4	8	24	100	
Storm Water Pollution Prevention Plan	4	8	24	85	
Traffic Signal Drafting	8		8	96	
Details	4	8	16	48	
Bid Quantities	4	8	24	16	8
Bid Documents and Specifications	24	16			24
Opinion of Probable Cost	4	8	16		8
Task 5 Total Hours (GBW)	156	132	320	905	56
Hourly Rate	$45.00	$41.00	$24.00	$16.00	$16.00
Direct Labor Cost	$7,020	$5,412	$7,680	$14,480	$896
			Final Design-GBW		$35,488

(1) Hydraulic Gradient will be shown.

	Survey Manager	Survey Tech.	Survey Crew
GBW Engineers, Inc.			
Utility Survey	8	24	24
Task 2 Total Hours	8	24	24
Hourly Rate	$100.00	$60.00	$110.00
Direct Labor Cost	$800	$1,440	$2,640
	Survey-GBW		$4,880

Direct Labor Cost	$35,488
Indirect Labor, Overhear (1.8775)	$66,629
Subtotal	$102,117
Profit and Contingency	$15,421
Surveying Expense	$4,880
Direct Expense	$2,500
TOTAL FEE (GBW)	$124,918

ARAPAHO ROAD EXTENSION
PHASE III - PS&E
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
ADDITIONAL SERVICES - SURVEYING - ARS ENGINEERS, INC.

	Abstractor	RPLS	Sr. Svy Tech	Survey Tech	3 Man Crew	Admin
Task 6. Additional Services - Surveying						
A. Update Property Ownership.	0			0		
B. Prepare Parcel Plats and Descriptions for 15 TCEs		0	0	0		
C. Stake Centerline at 50 ft. intervals with PCs and PTs				15	60	
D. Locate Bore Holes Horizontally and Vertically				5	24	
E. Additional Survey Shots at Midway Road				4	16	
F. Project Management and Administration		8				4
G. Three (3) Each Plats and Descriptions, Electronic Files		0		0		0
Task 6 Total Hours	0	8	0	24	100	4
Hourly Rate	$48.00	$90.00	$63.00	$53.00	$105.00	$40.00
Direct Labor Cost	$0	$720	$0	$1,272	$10,500	$160
		Labor Total				$12,652
		Expenses				$224
		Additional Services - Surveying				$12,876

Expenses	
Map/Deed Copies	$0
Mileage	$94
Reprographics (Copies & Plots)	$50
Delivery/Courier Service	$30
Misc. Field Expenses	$50
Total Expenses	$224

ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
ADDITIONAL SERVICES - GEOTECHNICAL INVESTIGATION

	Project Manager	Senior Engineer	Project Engineer	Design Engineer	CADD	Clerical
Task 7. Additional Services - Geotechnical Investigation						
Task 7 Total Hours						
Hourly Rate	***See attached Terra-Mar proposal***					
Direct Labor Cost						
				Additional Services - Geotechnical Investigation		$33,125.00

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Consulting Engineers • Geotechnical • Environmental • Construction Materials Testing

DALLAS • FORT WORTH • HOUSTON • AUSTIN • LONGVIEW

March 23, 2001

Mr. Jerry D. Holder, Jr., P.E.
Director of Capital Projects
HNTB Corporation
14114 Dallas Parkway, Suite 630
Dallas, Texas 75240

Re: Geotechnical Investigation
Arapaho Road Extension – Phase III
Addison, Texas
TMI Proposal No. P01-1547DE

Dear Mr. Holder:

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

PROJECT DESCRIPTION

The project consists of extending Arapaho Road from Surveyor Boulevard about 5,800 feet east to Addison Road. A 1,600-foot-long bridge is planned to carry Arapaho Road over Midway Road. Mechanically stabilized earth retaining walls will be constructed at the bridge approaches. These walls will have a maximum height of approximately 25 feet. An existing 60-inch-diameter waterline parallels the MSE walls on the south side of the alignment. A reinforced concrete box culvert is planned under a portion of the proposed roadway. The top of the box culvert will be on the order of 2 feet below the pavement section. The box culvert invert will extend approximately 10 feet below the current site grades and will be installed in an existing drainage ditch.

ANTICIPATED SUBSURFACE CONDITIONS

The project alignment is underlain by the Austin Chalk Formation. Subsurface conditions are expected to consist of active clays to depths of 2 to 10 feet underlain by tan weathered limestone to depths of 10 to 15 feet. Gray unweathered limestone suitable for support of the bridge foundations underlies the tan limestone. Based upon previous borings drilled by Terra-Mar in the area of the proposed site, we anticipate that the gray limestone will be encountered at depths of 10 to 15 feet below the ground surface.

SCOPE OF SERVICES

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

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Field Investigation

We proposed to drill and sample 25 borings for this project. The following table summarizes the proposed number of borings for the various structures.

TABLE 1 – PROPOSED FIELD INVESTIGATION

Proposed Structure	Total Number of Borings
Bridge	7
Retaining Walls and Box Culvert	14
Pavement	4

The bridge borings will be advanced a depth of 20 feet into unweathered gray limestone. The bridge borings are therefore anticipated to extend to a total depth of approximately 35 feet. The retaining wall box culvert borings will extend to a depth of 15 feet. The pavement borings will extend to a depth of 10 feet or 5 feet into weathered limestone, whichever is encountered first.

The borings will be continuously sampled to a depth of 6 feet, and at 5-foot intervals thereafter and/or at each change in the stratum until boring termination. The soil samples will be obtained with thin-walled tube and/or split-spoon samplers, depending upon the soil type and consistency. The bedrock in the bridge borings will be continuously cored. Samples of the bedrock from the other borings will be obtained from the auger cuttings. Texas Cone Penetrometer (TCP) tests will be performed at 5-foot intervals to evaluate the bearing properties of the bedrock.

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

It is understood that ARS Engineers (ARS), the project surveyor, will stake the centerline of the roadway alignment to assist us in locating our borings in the field. Terra-Mar will then stake the boring locations. The boring locations will be marked in the field so that ARS can determine the boring coordinates and ground surface elevations following the field exploration program.

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

The drilling operations will proceed in a manner that will reduce the potential of damage to underground utilities. We request that we be provided with any information regarding any existing

underground utilities that are present on-site prior to beginning the field work. We will coordinate underground utility line clearance with the Texas Excavation Safety System, the City of Addison, and Dallas Area Rapid Transport (DART). However, we will not be responsible for damage to underground utility lines that are not properly identified by others prior to mobilization of drilling equipment to the site.

Laboratory Testing

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

Engineering Analyses and Report

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

1. Logs of borings in TxDOT "WinCore2" format, laboratory test results, borehole water level observations, and a plan of borings.
2. Recommendations for design of drilled shaft bridge foundations, including allowable bearing resistance, estimated depth of bearing stratum, and estimated foundation settlement.
3. Recommendations for design of the MSE retaining wall foundations that will include allowable bearing pressures, sliding resistance, global stability, and estimated settlement.
4. Recommendations for design of the box culvert, including equivalent fluid pressures and allowable bearing pressures.
5. Recommendations for retaining wall and box culvert backfill soil types, backfill placement, and compaction.
6. Evaluation of the impact of the box culvert on the performance of the proposed pavement section, including recommendations for reducing the amount of differential movement between sections of the roadway supported over the box culvert and box culvert backfill, and sections supported on the existing subgrade soils.
7. Recommendations for pavement subgrade preparation.
8. Recommendations for Portland cement concrete pavement sections. It is assumed that others will provide the anticipated traffic loading for use in our analysis.

TERRA-MAR

9. Discussion of potential construction problems, such a hard rock excavation, groundwater, and subgrade instability.

PROJECT SCHEDULE

It is anticipated that it will take approximately 10 working days to have the utilities marked in the field. The field investigation will require 10 days to complete, weather conditions permitting. Laboratory testing will require approximately 15 working days to compete. It is anticipated that the final report will be completed within approximately 35 to 40 working days after receiving authorization to proceed. Preliminary results can be provided during the course of study if desired.

PROJECT BUDGET

Based on the proposed scope of services outlined above, we will provide a geotechnical report for this project for a lump sum fee of **$33,125.00**. This offer is good for a period of 90 days from the date of the proposal.

CLOSURE

Signing the attached Proposal Acceptance Sheet and faxing it to TMI at 972-488-8080 will indicate formal acceptance of the attached Terms & Conditions. Receipt of the signed copy will constitute TMI's notice to proceed. Payment for services is due within thirty (30) days after receipt of TMI's invoice. This proposal is valid for a thirty-day period from the date of this proposal.

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

Sincerely,

TERRA-MAR INC.

Roger K. Southworth, P.E.
Project Manager

Berry R. Grubbs, P.E.
President

Attachments: Proposal Acceptance Agreement
Professional Services ♦ General Terms and Conditions

ARAPAHO ROAD EXTENSION
PHASE III
SURVEYOR BOULEVARD to ADDISON ROAD
ESTIMATE OF MANHOURS
ADDITIONAL SERVICES - TRAFFIC STUDY

	Project Manager	Senior Engineer	Design Engineer	HNTB Co-op	Jack Hatchell	Gram Traffic
Task 8. Additional Services - Traffic Study						
A. Signal Design Layout						
1. Preliminary Design					$5,000	
2. Final Design					$2,200	
B. Traffic Signal Data Collection						
1. Peak Period Turning Movement Counts					*Deleted per KHA study*	
C. Signal Phasing and Timing Analysis						
1. Project Management, Administration, Coordination	8					
2. Compile existing signal; timing plans (determine existing phasing)		1	8			
3. Determination of existing ped. Phasing and cycle lengths		2	10			
4. Compile existing/projected ADT's and Turning Movement Counts		2	8			
5. Determine projected AM and PM peak hour turning movements		4	24			
6. Obtain Geometric Plans/Base Maps		2	4			
7. Determine Clearance Times (Yellow/All-red)		6	12			
8. Coordination for Railroad Preemption	2	8	20			
9. SIGNAL2000 Analysis - LOS and Phase Determination		6	24			
10. NOSTOP and SIGNAL2000 - Cycle Length for Prog.		4	16			
11. TRANSYT-7F Analysis - Offsets		4	16			
12. Summary Phasing/Timing		4	8		$4,000	
13. Illustration of Preemption phases - Phase II		4	8			
14. Illustration of Preemption phases - Phase III		2	12			
15. Technical Memorandum		6	12	20		
15. Bidding and Award of Contract / Review					$600	
Task 8 Total Hours	10	55	182	20		
Hourly Rate	$54.00	$45.00	$24.00	$14.00		
Direct Labor Cost	$540	$2,475	$4,368	$280	$11,800	$0.00
Total Direct Labor and Burden	$1,674	$7,673	$13,541	$868	$11,800	$0.00
			Additional Services - Traffic Study			$35,555

TERRA-MAR

Consulting Engineers • Geotechnical • Environmental • Construction Materials Testing

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July 10, 2001
TMI Proposal No.: P01-1538DN

Mr. Jerry D. Holder, Jr., P.E.
Director of Capital Projects
HNTB Corporation
14114 Dallas, Parkway, Suite 630
Dallas, Texas 75240

Tel; 972-661-5626

RE: Proposal for Phase I Environmental Site Assessment
Automotive Facility, Southwest Corner, Intersection of Addison Rd. and Arapaho Rd.
Addison, Texas

Dear Mr. Holder:

At your request, Terra-Mar, Inc. (TMI) is pleased to submit this proposal to provide a Phase I Environmental Site Assessment (ESA) at the above-referenced property. This proposal outlines our proposed scope of services and presents our estimated compensation and schedule to perform the work.

PROJECT BACKGROUND

The property subject to this investigation is currently an active automotive repair facility located at the southwest corner of the intersection of Addison and Arapaho Roads, in Addison, Dallas, County, Texas.

It is our understanding that HNTB is requesting a Phase I Environmental Site Assessment of the above-referenced property prior to acquisition of the property for the Arapaho Road Extension-Phase III project.

PROPOSED SCOPE OF SERVICES

PHASE I ENVIRONMENTAL SITE ASSESSMENT

Terra-Mar, Inc. (TMI) will provide the professional services required to identify the presence of recognized environmental conditions at the site by performing a regulatory/historical review and visual inspection of the site for the presence or evidence of hazardous substances on or near the property. The Phase I ESA services to be provided by TMI are described in the following Scope

of Work. TMI's scope of services and report format incorporate the criteria established by ASTM-1527-00, and the ESA will be performed in general conformance with this standard.

On-Site Assessment

Our environmental assessment personnel will conduct a walk-through of the property. The site inspection will cover the following visual activities related to:

- Areas of potential contamination;
- Areas of visible contamination;
- Observed adjacent properties;
- Site boundaries;
- Chemical storage or dispensing activities;
- Geological and hydrogeological characteristics of the site;
- Apparent and unusual topographical changes;
- Site operations;
- Grounds management;
- Waste storage/management practices;
- Proximity of surface water;
- Existing transformers, and light ballasts that may potentially contain PCBs;
- On-site petroleum storage tank management practices and compliance;
- On-site disposal and landfill practices;
- Pesticide usage and dust control;
- Ponds, basins and lagoons;
- Stained and discolored building surfaces/soils; and
- Hazardous materials storage/handling practices;
- Suspect Asbestos-containing materials (Option to include collection of up to 30 bulk samples for PLM analysis; separate fee shown below).

Document Review and Interviews

The following published lists will be reviewed in order to discover if the subject site or properties within the prescribed ASTM radii have either past or present potential/documented environmental conditions:

- U.S. EPA'S CERCLIS list of sites potentially contaminated with hazardous waste;
- The National Priorities List (NPL) of sites contaminated with hazardous waste;
- The U.S. EPA RCRA Notifiers List of facilities which generate, treat, store, transport, or dispose of hazardous waste;
- The U.S. EPA ERNS (Emergency Response Notification System) List; and
- The Texas Natural Resource Conservation Commission (TNRCC) lists of State Superfund Sites, Registered and Leaking Underground Storage Tanks, Spill Incidents and Accidents, and Municipal Waste Registration List.

Additionally, TMI will review a 50-year chain of title, historical aerial photographs, city directories, building permits, and Sanborn maps, if available.

We will review available USGS topographic maps of the site area to estimate local topography, and we will review selected maps and documents pertinent to knowledge about the geologic/ hydrogeologic setting of the site. If available, we will interview persons with specific relevant knowledge of the site.

REPORT

Following our site visit, historical/regulatory reviews and interviews, we will prepare a report for the site, detailing our observations, findings, conclusions, and recommendations. Figures, maps, photographs and other referenced documentation will be appended to the final report. TMI will provide three (3) copies of the final report.

SCOPE LIMITATIONS

The following tasks are not included in the above scope of services, but can be provided at an additional cost if needed:

- Additional file acquisition, research, or investigation into listed facilities discovered on adjacent properties during the performance of the regulatory review;
- Sampling of stored materials/waste;
- Sampling and analysis of soils or groundwater or potential lead-based paint containing surfaces;
- Disposal of any contaminated surface or subsurface soils or groundwater;
- Area delineation and quantification of any contaminated soil;
- Assessment of the site or structures for suitability of intended use; structural, mechanical, building, roof, or site safety inspections;
- Wetlands delineation;
- Oil and Gas survey;
- Water wells search;

PROJECT FEES

Phase I ESA .....**$ 1,900.00**
Pre-Demolition Asbestos Survey (up to 30 samples*) .....**$ 750.00**

TMI will provide the presented scope of services on a fixed fee basis.

PROJECT SCHEDULE

TMI proposes to initiate environmental investigation activities within 24 hours following receipt of client's written permission to proceed. Field activities will be completed in two working days. TMI will complete and submit our draft Phase I report within 15 business days following notification to proceed.

PAYMENT

Payment for services is requested within 30 days of delivery of TMI's report.

PROPOSAL ACCEPTANCE

TMI appreciates the opportunity to submit this proposal. Executing the Proposal Acceptance Agreement (PAA) and Faxing to TMI at (972) 488-8080 can indicate formal acceptance, and will constitute TMI's Notice to Proceed.

TMI's experienced engineers and scientists are committed to meeting your needs. We look forward to serving you on your project.

Respectfully submitted,

Terra-Mar, Inc.

James R. Gaw
Vice President, Environmental Services

EXHIBIT B – Additional Services not included in proposal

Traffic Signal Coordination Timing Plans – Final Timing

- Progression analysis should be refined between the months of October and April, after Arapaho Road is open to traffic. After the road is open, new traffic counts need to be taken in order to base the progression analysis off accurate, current data. Based on the new traffic counts, progression analysis would be performed using SIGNAL2000, NOSTOP, TRANSYT-7F, and PASSERII-90 software. The traffic counts and progression analysis would be done through a supplemental agreement.

Building Demolition Plans

- There are three known locations that will require demolition plans for existing structures along the corridor. The full extent of how the buildings will be effected cannot be determined at this time. The necessary plans and specifications for the demolition of these structures are not included in this scope of work.