

Toll

2000 Keller Springs Tunnel Toll Video

1/1/01



T O W N O F
ADDISON

PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

29 September 2000

North Texas Toll Authority (NTTA)
P.O. Box 190369
Dallas, TX 75219

ATTENTION: Katharine D. Nees, P.E., Deputy Executive Director

SUBJECT: Funding for Addison Toll Tunnel Video Monitoring
System for Addison Emergency Dispatch Center

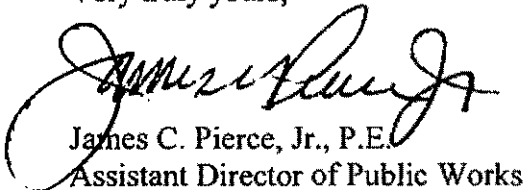
Dear Ms. Nees:

Per your letter of 13 May 1999 wherein you stipulated \$10,000 of funding for subject System and per the Interlocal Agreement Between the North Texas Tollway Authority and the Town of Addison, Texas, please see the attached invoice from SecureNet, Inc., #20837, for installation of subject System in the amount of \$13,975.66.

Please consider this our request for reimbursement for this System in the amount of \$10,000.

Thank you.

Very truly yours,



James C. Pierce, Jr., P.E.
Assistant Director of Public Works

MM:JP:sef

cc: Chris Terry
Lea Dunn
Randy Moravec

Attachment: 1) SecureNet Invoice #20837

Memo PO
INVOICE

SecureNet, Inc.
P.O. Box 700277
Dallas, TX 75370
972-248-4949

Invoice Number: 20837

Bill To:
Town of Addison Public Works Dept.
Attn: Accts Payable
PO Box 9010
Addison, TX 75001

Ship To:
Addison Police Dept.
Addison, TX 75001
4799 Airport Parkway
Addison, TX 75001

Invoice Date	Ship Via	F.O.B.	Net Due Date	Terms Due Date	Rep.
8/28/00		Origin	08/28/00	08/28/00	10602
Job ID	Terms Description	Purchase Order Number			
11 1793	Due Upon Receipt	Addison Toll Tunnel Monitoring			

Item Description	Quantity	Amount
EQUIPMENT		1,567.92
Keyboard	1.0000	
OTHER		206.90
Shipping & Handling	1.0000	
EQUIPMENT		4,491.18
1 Ch Rcvr Data Transceiver	1.0000	
4 Ch. Video Rcvr. Demultiplexer	1.0000	
Miscellaneous Equipment	1.0000	
LABOR		280.00
Project Engineering	1.0000	
EQUIPMENT		3,348.66
4 Camera Stndrd Clr Digital Quad	1.0000	
SONY 20" Color Monitor 19" rack	2.0000	
22/2PR Cable	1.0000	
RG59/U Cable	1.0000	
LABOR		3,010.00
Installation Labor	1.0000	
Training	1.0000	

40 - 411 - 64300

SENT TO DEPT.
SEP - 6 2000

RECEIVED

AUG 31 2000

TOWN OF ADDISON
ACCOUNTING

INVOICE

SecureNet, Inc.

P.O. Box 700277
Dallas, TX 75370
972-248-4949

Invoice Number: 20837

Bill To:

Town of Addison Public Works Dept.
Attn: Accnts Payable
PO Box 9010
Addison, TX 75001

Ship To:

Addison Police Dept.
Addison, TX 75001
4799 Airport Parkway
Addison, TX 75001

<i>Invoice Date</i>	<i>Ship Via</i>	<i>F.O.B.</i>	<i>Net Due Date</i>	<i>Terms Due Date</i>	<i>Rep.</i>
8/28/00		Origin	08/28/00	08/28/00	10602
<i>Job ID</i>		<i>Terms Description</i>		<i>Purchase Order Number</i>	
11 1793		Due Upon Receipt		Addison Toll Tunnel Monitoring	

<i>Item Description</i>	<i>Quantity</i>	<i>Amount</i>
EQUIPMENT		1,071.00
<i>York Style Monitor Bracket</i>	2.0000	
	<i>Subtotal:</i>	13,975.66
	<i>INVOICE TOTAL:</i>	13,975.66

RECEIVED

AUG 31 2000

TOWN OF ADDISON
ACCOUNTING

cc: new memo
Jeff Markiewicz
Ron Whitehead

3015 Raleigh Street
P.O. Box 190369 • Dallas, TX 75219
214-522-5200 • Fax 214-528-4826



May 13, 1999

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

Attn: Mr. John Baumgartner
Director of Public Works

Dear Mr. Baumgartner:

Per our conversation on May 11, 1999, the North Texas Tollway Authority (NTTA) has agreed to the following:

- Funding of actual cost not to exceed \$10,000 for the development of plans and specifications for the Addison Toll Tunnel video monitoring systems for the Addison Emergency Dispatch Center, and
- Funding of actual cost not to exceed \$10,000 for the installation of the Addison Toll Tunnel video monitoring systems for the Addison Emergency Dispatch Center.

Further, as also agreed upon, it will be the responsibility for the Town of Addison to manage and coordinate both the design consultant and construction manager of this project.

We greatly appreciate the assistance, support and coordination that the Town of Addison has provided NTTA through the design and construction of the Addison Toll Tunnel and look forward to our continued partnership on this project. Should you have any questions or need additional information, please feel free to contact me at (214) 461-2022.

Sincerely,

Katharine D. Nees, P.E.
Deputy Executive Director

nlg

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: October 18, 1999

Time: _____

Total Number of Pages (including this sheet): 8

Normal/Rush: Normal

Client/Matter #: 3195/25211

TO: (1) Jeff Markiewicz
(2) _
(3) _

FAX: 972-450-2837
FAX:
FAX:

FROM: John Hill

Direct Dial #: (214) 672-2170

MESSAGE: Attached is a copy of the most recent draft of the Interlocal Agreement with the North Texas Tollway Authority for your review.

IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,

PLEASE CALL OUR SERVICE CENTER

AT (214) 672-2508

or Wanda Nelson at (214) 672-2585

Thank you.

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

INTERLOCAL AGREEMENT

BETWEEN THE NORTH TEXAS TOLLWAY AUTHORITY

AND THE TOWN OF ADDISON, TEXAS

This Interlocal Agreement is entered into as of the _____ day of _____, 1999 by and between the North Texas Tollway Authority (the "Authority") and the Town of Addison, Texas ("Addison").

RECITALS:

1. The Authority is a regional tollway authority under Chapter 366, Tex. Transp. Code and a political subdivision of the State of Texas. The Authority is authorized to enter into contracts or agreements necessary or incidental to its duties and powers, and to cooperate and work directly with governmental agencies to support an activity required to promote or develop a turnpike project.

2. Addison is a home rule city possessing the full power of local self-government under Article 11, Section 5 of the Texas Constitution and its Home Rule Charter.

3. The Authority and Addison are authorized to enter into this Agreement pursuant to law, including without limitation Chapter 791, Tex. Gov. Code (the Interlocal Cooperation Act).

4. In 1996, the Authority (by and through its predecessor, the Texas Turnpike Authority) and Addison entered into an Interlocal Agreement (the "1996 Interlocal Agreement") which in part provided for the construction, maintenance and operation of the Addison Toll Tunnel (the "Toll Tunnel"), extending through and under the Addison Airport from Addison Road on the east to Midway Road on the west.

5. The Toll Tunnel construction has been completed, and the Authority and Addison desire to enter into this Agreement regarding the operation of the Toll Tunnel and to clarify certain provisions of the 1996 Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the North Texas Tollway Authority and the Town of Addison, Texas do hereby contract and agree as follows:

I. LAW ENFORCEMENT, FIRE AND EMERGENCY MEDICAL SERVICES.

A. Fire suppression system.

1. The Toll Tunnel fire suppression system (the "fire suppression system") shall be modified by adding two (2) additional fire hydrants (the "additional fire hydrants"), one at the east face and one at the west face of the Tunnel.

Moy!

2. The Authority shall prepare or cause to be prepared engineering design and construction standards and specifications for the additional fire hydrants, and agrees to allow Addison to review and comment upon the preparation and approval of such standards and specifications. Upon the completion of the standards and specifications, the Authority shall select a contractor to install the additional fire hydrants. The installation shall be finally completed on or before March 1, 2000. The engineer selected to design the construction standards and specifications shall be selected in accordance with any professional service procurement laws applicable to the Authority, and the contractor selected to install the additional fire hydrants shall be selected in accordance with any competitive bid laws applicable to the Authority. During the period of installation of the additional fire hydrants, the Authority agrees to allow authorized representatives of Addison to inspect, test, measure and verify the installation as Addison deems reasonably necessary.

3. The Authority shall use reasonable efforts to cause the additional fire hydrants to be installed in a timely manner in accordance with the construction contract documents, plans and specifications. The Authority shall reasonably inspect the work of the contractor to identify and to cause to be corrected defects and deficiencies in the installation of the additional fire hydrants, but without assuming responsibility for the means and methods used by the contractor. Addison, at its sole option, may inspect, or participate with the Authority in the inspection of, the contractor's work as generally provided in the concluding sentence of subparagraph A.2. of Section I above.

4. The Authority shall fully and completely pay or settle, by litigation or otherwise and without involving Addison, any claims of the engineer or contractor arising out of the design or installation of the additional fire hydrants.

5. The design and construction costs and expenses for the additional fire hydrants are estimated to be \$20,000.00. The Authority and Addison shall share equally in such costs and expenses up to \$20,000.00; any such costs and expenses in excess of \$20,000.00 shall be borne and paid for solely by the Authority. Addison shall pay its portion of such costs and expenses to the Authority in accordance with the following:

(a) Prior to Addison paying its portion of any invoice of the engineer selected to prepare the design and construction standards and specifications, and any invoice or pay estimate of a contractor retained to install the additional fire hydrants, the Authority shall forward a true and correct copy of the invoice or pay estimate to Addison together with any supporting documentation that Addison may reasonably request.

(b) With respect to any invoice or pay estimate from the construction contractor, Addison shall not be required to make a payment under any such invoice or pay estimate unless the Authority has certified in writing to Addison that the estimate of work completed for the relevant period is true and correct to the best of the Authority's information and belief, has been measured and verified in accordance with the construction contract documents, and that all construction contract preconditions to payment have been met. Copies of any material testing results shall be furnished with the certification.

The obligation of Addison to pay its proportionate share of the costs and expenses to design and install the additional fire hydrants shall be subject to the annual appropriation of funds necessary to pay such costs and expenses.

6. Upon the completion of the installation of the additional fire hydrants and the acceptance of the hydrants by the Authority, the Authority shall be responsible to maintain the fire suppression system with the additional fire hydrants in good working order.

B. Addison Police Video Monitoring.

1. The Authority shall provide, install, and make operational video cameras (the "Video System") in, and in the immediate vicinity of, the Toll Tunnel in order to monitor activity in, and in the immediate vicinity of, the Tunnel. The Authority and Addison agree to cooperate in the placement of the Video System in, and in the immediate vicinity of, the Toll Tunnel to allow such monitoring.

2. Addison will monitor activity in, and in the immediate vicinity of, the Toll Tunnel through the Video System. The design and installation of the equipment which will allow Addison to monitor such activity shall be in accordance with the following:

(a) The Authority, at its sole cost, shall provide and install fiber optic cable from the Toll Tunnel to the Addison Emergency Dispatch Center (the "Dispatch Center") located at the Addison Police Department, 4799 Airport Parkway, Addison, Texas. Addison shall be responsible for providing all easements or other rights-of-way necessary to install and maintain the fiber optic cable from the Toll Tunnel to the Dispatch Center.

(b) Addison shall design and install the wiring, cabling and related video and other equipment (including, without limitation, television monitors) (the "Dispatch Center Monitoring Equipment") in the Dispatch Center as the parties agree is necessary to allow Addison to monitor Toll Tunnel activities through the Video System (such video and other equipment is set forth in Exhibit 1 attached hereto). The actual costs for the design and installation of the Dispatch Center Monitoring Equipment shall be paid for as follows: (i) the Authority shall pay to Addison design costs up to \$10,000.00, and Addison shall pay any such costs in excess of \$10,000.00; (ii) the Authority shall pay to Addison installation costs up to \$10,000.00, and Addison shall pay any such costs in excess of \$10,000.00. The Authority shall promptly pay to Addison such amounts upon Addison providing to the Authority true and correct copies of any invoices or other documentation reflecting the actual costs incurred by Addison.

3. Upon the completion of the placement and installation of the Video System and the Dispatch Center Monitoring Equipment, the Authority shall be responsible to maintain the same in good working order and to upgrade the Video System and the Dispatch Center Monitoring Equipment, if and as the parties may subsequently agree. Addison shall contact the Authority when maintenance or repair work is required and the Authority shall elect to undertake any necessary work itself and/or to retain an outside contractor or vendor. The Authority shall not be responsible for maintenance, repair or upgrade costs incurred by Addison for the Video System or the Dispatch Center Monitoring Equipment unless said costs were specifically authorized by the Authority.

4. The Authority and Addison shall cooperatively establish procedures for the conduct of Addison's monitoring of the Toll Tunnel and for Addison's transmission of and response to information obtained through such monitoring.

C. DPS Video Monitoring.

1. The Texas Department of Public Safety ("DPS") operates and maintains a station adjacent to the Dallas North Tollway south of the intersection of Keller Springs Road and the Dallas North Tollway (the "Keller Springs Station"). The DPS will provide law enforcement services for the Toll Tunnel and desires to be able to monitor activities in and around the Toll Tunnel from the Keller Springs Station through the use of video equipment.

2. In order to allow the Authority, by and through the DPS, to provide such video-monitoring service to the Keller Springs Station, Addison hereby grants to the Authority a fully paid and irrevocable right and license for a period of twenty (20) years to construct, maintain, use and operate in, along, across, on, over, through, above and under the public streets and rights-of-way (and solely along the route) identified and depicted in Exhibit 2 (the "Cable Route"), fiber optic cable necessary to operate and maintain such service (the "Cable"); provided, however, that the installation, reinstallation, placement or removal of Cable from the Cable Route shall be subject to the reasonable review and approval of the Addison Public Works Director or his designee. To the extent available and subject to the approval of the Addison Public Works Director or his designee, in placing the Cable the Authority shall use utility poles already located along the Cable Route.

3. The construction, reconstruction, excavation, use, maintenance and operation of the Cable and other property used in connection therewith shall be subject to all lawful police regulations of Addison and performed in accordance with Addison's regulations for utility location and coordination. In addition to any other City regulations or requirements, at least thirty (30) days prior to the commencement of construction or maintenance (other than emergency repairs) within Addison's rights-of-way, the Authority shall provide Addison's Engineer (or such other officials as Addison may designate from time to time) with a copy of the construction work plans and drawings. The Authority shall not proceed with construction within Addison's rights-of-way until the plans and drawings have been approved in writing by the proper City officials, such approval not to be unreasonably withheld or delayed.

4. Upon request of Addison, the Authority shall remove and abate any portion of the Cable that is dangerous to life or property, and in case the Authority, after notice, fails or refuses to act, Addison may remove or abate the same, at the sole cost and expense of the Authority, all without compensation or liability for damages to the Authority. The Authority shall promptly restore the public streets, alleys and rights-of-way to their condition prior to the Authority's construction, maintenance, or excavation, to the reasonable satisfaction of Addison Engineer. The Authority shall excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of the Cable.

5. Whenever by reason of the changes in the grade of any street or in the location or the manner of constructing any gas pipes, sewers, or any other underground or overhead structure for any City purpose whatever, it shall be reasonably deemed necessary by Addison to alter, change, adapt or conform a portion of the Cable thereto, such alterations or changes shall

be promptly made by the Authority when ordered in writing by Addison. If such requirements impose a financial hardship, the Authority may present alternative proposals to Addison, and Addison shall give due consideration to such alternative proposals. Addison shall have the right to require the Authority to adapt or conform its Cable, or to alter, relocate or change its Cable, to enable Addison to use, or to use with greater convenience, any public street, alley or right-of-way, provided that Addison shall not exercise the foregoing right absent a bona fide and material need to do so.

6. To the extent permitted by law, the Authority shall indemnify Addison, its officials, officers, employees and agents against, and hold Addison, its officials, officers, employees and agents harmless from, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, costs or fees, including reasonable attorney's fees, for any injury to or the death of any person or damage to or destruction of any property to the extent attributable to or resulting from any act or omission of the Authority, its officers, employees, agents, contractors, assignees, licensees, permittees, or subcontractors under the provisions of paragraph C of Section I of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement. The terms and provisions contained in this Section are intended to be for the benefit of Addison and the Authority and are not intended to be for the benefit of any third party.

II. KELLWAY CIRCLE CONNECTION.

A. The 1996 Interlocal Agreement provides in part that the Authority, at its sole cost, must construct an extension from existing Kellway Circle to Dooley Road (the "Kellway Circle Connection") as described in the 1996 Interlocal Agreement and as depicted on Exhibit F attached thereto.

B. Since the execution of the 1996 Interlocal Agreement, the Authority has acquired a tract of land located adjacent to the Toll Tunnel and Addison Airport and described and depicted in Exhibit 3 attached hereto (the "Adjacent Land").

C. For the consideration set forth in paragraphs D and E of this Section II, as well as for the granting of the fully paid and irrevocable right and license provided in paragraph C of Section I, the Authority agrees to convey to Addison, free and clear from all leases, liens, encumbrances, and other rights, except such as may be deemed acceptable to Addison, and in a form reasonably acceptable to Addison, good and marketable fee title to the Adjacent Land (but in no event including any Toll Tunnel right-of-way). Such conveyance shall occur on or before December 31, 1999.

D. From and after the date of the conveyance of the Adjacent Land by the Authority to Addison, the Authority shall have no duty or obligation to construct the Kellway Circle Connection, and all related obligations of the Authority regarding Kellway Circle and/or Dooley Road as described in Section II.B of the 1996 Interlocal Agreement shall be deemed satisfied.

E. The Authority may elect to construct an additional two-lane toll tunnel at the Addison Airport immediately adjacent to the Toll Tunnel. If the Authority (1)(a) elects to construct the additional two-lane toll tunnel, or (b) makes a bona fide determination that, in order to protect the integrity of the Toll Tunnel and the public health, safety and welfare, significant

repairs to the Toll Tunnel are required and the Addison City Engineer reasonably concurs with such determination, (2) has conveyed the Adjacent Land to Addison as described in paragraph C of this Section II, and (3) gives Addison not less than 120 days notice of such proposed construction or need for significant repairs, Addison shall provide to the Authority a construction staging area for such construction or repairs comprising at least 65,000 square feet within a reasonable distance (not greater than one-half mile) from the area of actual construction of the additional toll tunnel or repairs.

III. GENERATOR.

Addison agrees to provide to the Authority an easement as described and depicted in Exhibit 4 attached hereto in order to allow the Authority to locate thereon certain electrical equipment which is necessary to operate and maintain the Toll Tunnel. Such equipment is described in Exhibit 5 attached hereto.

IV. **NOTICES.** Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Addison:

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

Attn: City Manager

To the Authority:

P. O. Box 190369
Dallas, Texas 75219

Attn: Executive Director

V. **INCORPORATION OF RECITALS; EXHIBITS.** The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement. The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

VI. **SEVERABILITY.** If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

VII. **AUTHORITY TO EXECUTE.** 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.

VIII. **THE 1996 INTERLOCAL AGREEMENT.** Except as expressly modified and amended hereby, the 1996 Interlocal Agreement shall remain in full force and effect as originally written.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

**NORTH TEXAS TOLLWAY
AUTHORITY**

By: _____
Ron Whitehead, City Manager

By: _____
Jerry N. Hiebert, Executive Director

ATTEST:

By: _____
Carmen Moran, City Secretary

67318:48276:DALLAS:599069.3

TOWN OF
ADDISON

PUBLIC WORKS

To: Lea Dunn

From: John Baumgardner

Company: Town of Addison

Phone: 972/450-2837

FAX: 972/450-2837

FAX #: _____

Date: 5-11-99

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 2

Lea -

This is the estimate that I have, Based on our verbal agreement with the NITA. we are responsible for all cost over \$10,000. It is not to late to back up, if you are not comfortable in covering any overage. Please call me.
Thank you John B.

Jeff -

This might
be needed later

John

AGUIRRE CORPORATION
 12700 PARK CENTRAL DR FLOOR 15
 DALLAS TEXAS 75251
 FAX 972 788 1583
 PHONE 972 788 1508



FAX TRANSMITTAL

THE CAN-DO SPIRIT THAT GETS THE JOB DONE

DATE / TIME: 03/09/99 10:07 AM
 DELIVER TO: Jeff Markiewicz
 AFFILIATION: Town of Addison
 FROM: Bob Chasey
 COMMENTS:

PROJ. NO: 1020702603 DNT-269
 PROJ. NAME: TTA/TOLLPLZ/CONTRDOC
 FAX NO.: 972-450-2837
 There will be 0 pages following this sheet.

Jeff, below is a preliminary list of the equipment that may need to be installed in your police dispatch area to allow them to be connected to the Addison Fiber-Optic Backbone and be able to respond to emergencies in the new Addison Tunnel.

- 1.0 2 – 21" color monitors with ceiling mounts
- 2.0 1 – CCTV keyboard
- 3.0 2 – Fiber-Optic Transceiver Units
- 4.0 1 – CCTV control data signal transceiver
- 5.0 1 – Fiber-Optic Rack Mount Unit (with a power supply)
- 6.0 1 – 16 channel quad multiplexer with alarm input
- 7.0 1 – Audio Preamp
- 8.0 1 – Switcher / follower unit
- 9.0 1 – Lot of signal and control wiring

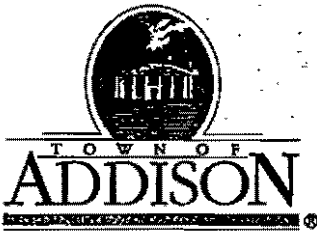
We believe that this equipment should cost approximately \$10,000.

Please understand the following issues:

1. Whoever you work with on this system needs to design and guarantee a system that works, the way you want it.
2. We feel that we should be paid to come up with the above list of equipment and that it may not be a complete list. The list will only be finalized after the entire system is designed by an experienced "security consultant".

If transmission is incomplete or unclear, please call me at (972) 789-2664.

ORIGINAL TO FOLLOW VIA: n/a



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

Mark - FYI Alyssa

March 2, 1999

Mr. Thomas L. Kelley, P.E.
Brown & Root, Inc.
16610 Dallas Parkway, Suite 2200
Dallas, Texas 75248

Re: Y2K Certification

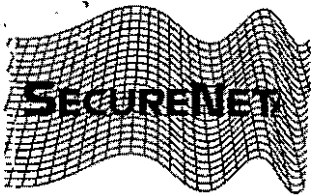
Dear Mr. Kelley:

A few weeks ago, our Assistant City Manager Lea Dunn discussed with Mark Bouma (NTTA) the importance of having all the electrical monitoring systems used in the tunnel Y2K certified. Please follow up on this matter and send me confirmation that these systems are Y2K compliant. Your help in this matter is greatly appreciated. Please call me if you have any questions or need additional information.

Sincerely,

Jeff Markiewicz
Project Manager

cc: Mark Bouma, NTTA
Lea Dunn, Assistant City Manager
Hamid Khaleghipour, MIS Director



SecureNet, Inc.

3440 Sojourn
 Suite 240
 Carrollton, TX 75006
 (972)248-4949 Fax (972)248-2220

PROPOSAL

TOAFEX

Page: 1

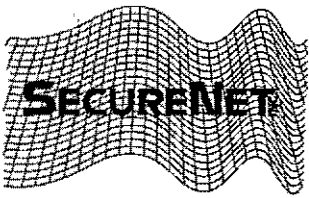
Client Information

Name **Town of Addison**
 Address 16801 Westgrove
 Carrollton, TX 75006
 Attn: Jeff Markowitz
 Reference: Addison Tunnel

Base Bid

Date : June 9, 2000
 Eq.Terms : Billed Upon Storage
 Labor Terms : Billed Progressively
 Freight : FOB Shipping Point

No	Qty	Description
		<p>The following equipment provides the Addison Police Emergency Dispatch Center to monitor 16 cameras located in the Addison Tunnel (12) and at the Addison Tunnel Toll Plaza (4). The cameras at the toll plaza are exterior cameras only. The interior booth cameras are not available for monitoring per the NTTA. Additionally the dome type cameras will be view only. No provisions are made for control of the domes on the toll plaza per the NTTA.</p> <p>The following equipment will be located in the communications room at the Addison Police Department.</p>
1	1	Video Receiver (1 Channel)/Data Transceiver (1 Channel) - SM
2	1	4 Channel Video Receiver-Demultiplexer, SM, RM
3	1	Robot - 4 Camera Standard Color Digital Quad
4	1	Cable 500'Spool of RG59/U,CCTV/Video Transmission, Indoor Use,Non Conduit (per NEC) in Plenum Areas,CL2P
5	1	Cable - 500' Spool Of Plenum 22/2 Pair,Individually Shielded Cable CMP
		<p>The following equipment will be located in the Addison Police Department Emergency Dispatch Center.</p>
6	2	20" Fine Pitch Trinitron Color Monitor. 500+ lines horizontal resolution. Accepts NTSC, PAL, SECAM & NTSC 4.43. Loop-Through Composite & Y/C inputs, auto terminating. Built-in speaker for audio monitoring.
7	2	Yoke Style Monitor Bracket for 20" Monitor - (Includes Suspended Ceiling Brackets or Structural Ceiling Brackets
8	1	Keyboard



SecureNet, Inc.

3440 Sojourn
 Suite 240
 Carrollton, TX 75006
 (972)248-4949 Fax (972)248-2220

PROPOSAL

TOA

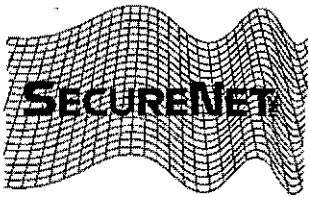
Page: 1

Client Information

Name	Town of Addison
Address	16801 Westgrove Carrollton, TX 75006
Attn:	Jeff Markowitz
Reference:	Addison Tunnel
Base Bid	

Date :	February 9, 2000
Eq. Terms :	Billed Upon Storage
Labor Terms :	Billed Progressively
Freight :	FOB Shipping Point

No	Qty	Description
		<p>The following equipment provides the Addison Police Emergency Dispatch Center to monitor 16 cameras located in the Addison Tunnel (12) and at the Addison Tunnel Toll Plaza (4). The cameras at the toll plaza are exterior cameras only. The interior booth cameras are not available for monitoring per the NTTA. Additionally the dome type cameras will be view only. No provisions are made for control of the domes on the toll plaza per the NTTA.</p> <p>The following equipment will be located in the electrical room at the Addison Tunnel Toll Plaza.</p>
1	1	American Dynamics - Megapower Switcher System Component - High Density Output Model with Single-width Rear Panel for Systems that Accommodate a Maximum of 768 Inputs
2	1	Video Transmitter (1 Channel)/Data Transceiver (1 Channel) - SM
3	1	Four Channel Video Transmitter - SM - RM
4	1	19" Rack, 115 VAC Input, Includes Power Supply
		<p>The following equipment will be located in the communications room at the Addison Police Department.</p>
5	1	Video Receiver (1 Channel)/Data Transceiver (1 Channel) - SM
6	1	Four Channel Video Receiver - SM
7	1	Robot - 4 Camera Standard Color Digital Quad
8	1	Cable 500' Spool of RG59/U, CCTV/Video Transmission, Indoor Use, Non Conduit (per NEC) in Plenum Areas, CL2P
		<p>The following equipment will be located in the Addison Police Department Emergency Dispatch Center.</p>
9	2	Monitor - 20" viewable area, measured diagonally Fine Pitch Trinitron Color Monitor



SecureNet, Inc.

3440 Sojourn
 Suite 240
 Carrollton, TX 75006
 (972)248-4949 Fax (972)248-2220

PROPOSAL

TOA

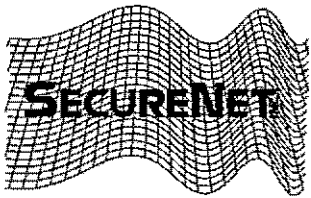
Page: 2

Client Information

Name	Town of Addison
Address	16801 Westgrove Carrollton, TX 75006
Attn:	Jeff Markowitz
Reference:	Addison Tunnel
Base Bid	

Date :	February 9, 2000
Eq. Terms :	Billed Upon Storage
Labor Terms :	Billed Progressively
Freight :	FOB Shipping Point

No	Qty	Description
10	2	Yoke Style Monitor Bracket for 20" Monitor - (Includes Suspended Ceiling Brackets or Structural Ceiling Brackets)
11	1	Touch Tracker Keyboard - System RS232
<u>Maintenance Summary</u>		
SecureNet, Inc.'s Standard warranty is twelve (12) months on parts and three (3) months on labor for the hardware installation and twelve (12) months of normal business hours support on the software installation, if applicable. The Warranty will commence upon the earlier of customer acceptance or established beneficial use.		
		Equipment Total \$16,567.58
		Engineering 280.00
		Training 280.00
		Miscellaneous Materials 258.69
		Shipping & Handling 344.90
		Installation 3,360.00
		Total \$21,091.17
* Any applicable taxes will be added at time of invoicing.		



SecureNet, Inc.

3440 Sojourn
Suite 240
Carrollton, TX 75006
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PROPOSAL

Client Information

TOA

Page: 3

Name **Town of Addison**

Address 16801 Westgrove
Carrollton, TX 75006

Attn: Jeff Markowitz

Reference: Addison Tunnel

Base Bid

Date : February 9, 2000

Eq. Terms : Billed Upon Storage

Labor Terms : Billed Progressively

Freight : FOB Shipping Point

Disclaimers

Customer to provide: 110 VAC power on 20 amp dedicated circuit, no more than .5V to ground, clear of spikes and surges, where required with insulated earth ground. Any conduit and pull wire, where required (water tight). Proper door hardware. Adequate mounting space for terminal interfaces, modems and expanders on plywood surface. Environmentally safe location for central controller (air conditioned and lighted). No high voltage above 110 VAC. Align doors, if necessary. Proper lighting. Constant voltage transformer. Lightning surge protection, where required. Accessible and non-obstructed chaseways for needed wire run. Connection to fire alarm system to interface into our equipment to be provided by others. Riser sleeve or core drilling between floors, where required. SecureNet requires written notification of any existing environmental hazard (ie. asbestos) that SecureNet personnel could be exposed to while providing this system. Each area of concern will require separate notification. All permits and fees associated with permits are excluded from this proposal and are the responsibility of the purchaser. Customer is solely responsible for compliance with any applicable ADA requirements for equal access. All drawings and related documentation are proprietary and will remain the property of SecureNet, any use or reproduction of same are strictly prohibited. .

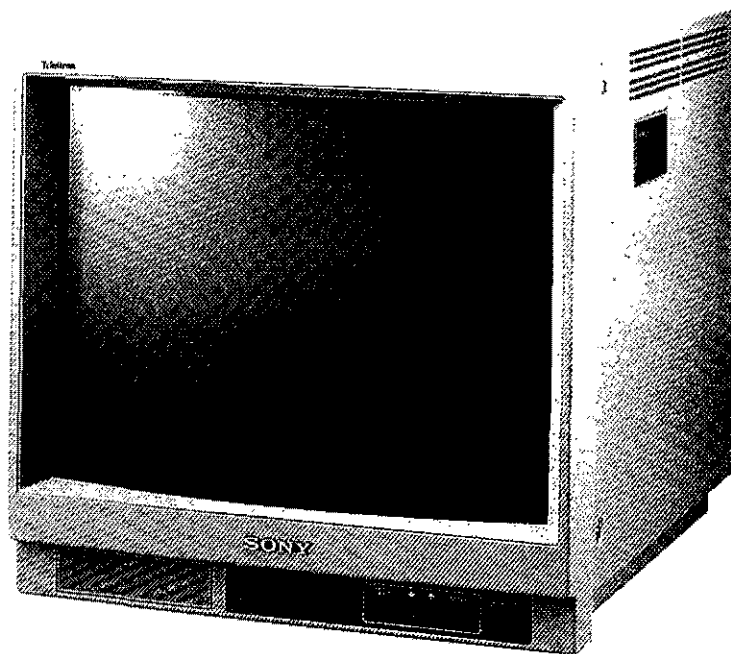
SONY

COLOR MONITOR

SSM-14N5U SSM-20N5U

**TRINITRON®
COLOR
MONITOR**

- 14"/20" (Viewable area measured diagonally) Fine Pitch Trinitron Color Monitor
- Over 500 lines of horizontal resolution
- Accepts NTSC, PAL, SECAM, & NTSC4.43
- Accepts Composite and Y/C Inputs
- On Screen Menu Operation
- Built-in speaker for audio monitoring
- Auto beam current feedback for color stability
- Dark tint CRT for improved dynamic range



SSM-14N5U SSM-20N5U

**RINITRON
COLOR
MONITOR**

SPECIFICATIONS

SSM-14N5U/SSM-20N5U

Video Systems: NTSC, PAL, SECAM, NTSC4.43

Picture Tube:

SSM-14N5U: High Resolution, 14" (Viewable area measured diagonally) Fine Pitch Trinitron

SSM-20N5U: High Resolution, 20" (Viewable area measured diagonally) Fine Pitch Trinitron

Horiz. Resolution: 500 TV lines

Color Temperature: 6500° K

Linearity: Horizontal < 8%, Vertical < 7%

Inputs:

Video: Loop through BNC, Composite video, 1.0V p-p sync negative, Auto 75 Ohm termination*

Loop through Mini DIN 4-pin, S-Video

Y: 1V p-p Sync negative

C(NTSC) 0.286V p-p; C(PAL): 0.3V p-p

Auto 75 Ohm termination*

Audio: Loop through Phono, -5dBu, high impedance

Audio Power Out: 0.5W, monaural

Power requirements: AC 100 to 240 V, 50/60 Hz**

Power consumption:

SSM-14N5U: 80W

SSM-20N5U: 100W

Operating temperature: 32°F to 95°F (0°C to 35°C)

Dimensions (WHD):

SSM-14N5U: (13 5/8" x 13 3/8" x 16 5/16")

346 x 340 x 414mm

SSM-20N5U: (17 11/16" x 17 3/8" x 19 3/4")

449 x 441 x 502mm

Weight:

SSM-14N5U: 33 lbs. (15kg)

SSM-20N5U: 61 lbs. 10 ozs. (28kg)

Optional Accessories:

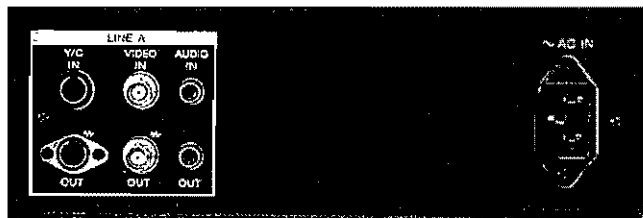
MB-502B: 19" rack mount kit for SSM-14N5U

SLR-103A: 19" slide rail kit for SSM-20N5U

FRONT VIEW



BACK VIEW



*75 Ohm termination is automatically set to OFF when connection is made to the OUT connector.

**UL Listed for 120V AC 50/60Hz operation only.

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Reproduction in whole or in part without written permission is prohibited.
All specifications are subject to change without notice.
Non-metric weights and measurements are approximate.

SONY

Security Systems
Broadcast and Professional Group
Sony Drive
Ridge, New Jersey 07656-8003
(201) 358-4954 • FAX: (201) 358-4927
Printed in U.S.A. 11/98 S-SSM-14N5U/SSM-20N5U



All products and services are sold subject to the following terms and conditions:

1. Order Acceptance

This sale to Buyer will be governed solely by the terms and conditions contained herein which will supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding. These terms constitute the entire agreement between Buyer and SecureNet, and all prior writings, representations or negotiations with respect to this sale are deemed to be merged herein. Notwithstanding any custom of the trade, this sale does not include the furnishing of any technical assistance or systems design, but any such assistance upon request may be rendered by SecureNet at its option and for a possible additional charge. Modification of any of these terms will be permitted only by a written agreement signed by an authorized representative of each party.

2. Prices, Payment, Taxes, Permits, Fees

Terms are net upon receipt of equipment from manufacturers, unless otherwise specified. SecureNet may decline to deliver except for cash or stop goods in transit whenever, for any reason, it has doubts as to Buyer's financial responsibility. Pro-rata payments shall become due with respect to partial shipments. Prices are exclusive of any use, sales, excise or other tax, Federal, State or local, which has been or may be imposed with respect to the sale of personal property or services hereunder, unless shown as a line item. Any such tax is the Buyer's responsibility.

If SecureNet is required to obtain any local permit or license to enable it to install the Equipment at Buyer's site, Buyer will reimburse SecureNet for any related fees or charges.

Labor will be billed incrementally as job progresses. All labor invoices are due upon receipt.

A sale made as a result of this quotation will be deemed to be a cash sale based on payment upon receipt of equipment. If not paid within 10 days, a monthly charge of 1% of the unpaid balance will be added to the price.

3. Cancellation

Orders are accepted with the express understanding that in the event of a request to stop work or cancel any part of the order, damages will be paid to SecureNet by the Buyer as follows: a) Any work scheduled for completion within thirty days will be paid for in full and shipment accepted. b) All work in process scheduled for completion more than thirty days from date of request of cancellation, any raw materials or supplies used or for which commitments have been made by us in connection with this order, shall be paid by the Buyer on the basis of our full cost plus 20 percent. c) Any equipment and/or tools paid by Buyer shall be his property and shall be removed from our premises by him within thirty days from date of cancellation, at his expense. If not removed within thirty days, the equipment and/or tools shall be shipped to the Buyer at his expense or scrapped.

4. Packing and Shipping

Claims for loss or damage in transit must be entered and pursued with the carrier by Buyer.

5. Delivery

Dates quoted herein are approximate and are based upon proper receipt of all necessary information and materials to be furnished by Buyer. All sales are FOB SecureNet's shipping point unless otherwise specified. SecureNet shall not be liable for any delays or defaults hereunder by reason of fire, flood, acts of God, labor troubles, inability to secure materials, acts of government or other causes beyond its reasonable control. SecureNet shall not be liable for direct, special or consequential damages resulting from delay in delivery or failure to manufacture.

6. Waiver

Waiver by SecureNet of a breach by Buyer of any provisions of this agreement shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect.

7. Governing Law

This contract shall be deemed to have been entered into and shall be construed and interpreted in accordance with the laws of the State of Texas.

8. Service Work

All service work will be charged at the prevailing rate on a per man per work day basis, Sundays and Holidays, excluded. Transportation and living expenses are additional.

9. Warranty

All equipment is warranted to be free from defects for a period of twelve (12) months from date of shipment from manufacturer. All labor is warranted for 90 days from date of substantial completion. This warranty does not apply in the event of misuse, abuse, acts of God, or as a result of unauthorized alterations or repairs. Warranty is void if date stamps or warranty seals are altered, defaced or removed from any product.

This warranty is in lieu of all other warranties, representations or conditions of any kind, expressed or implied, and no person is authorized to assume for us any liability in connection with the sale of these products and services.

EXCEPT AS SET FORTH IN SECTION 9, SECURENET DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ITS OPERATION, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. SECURENET AND ITS EMPLOYEES, WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DIRECT OR INDIRECT DAMAGES SUFFERED BY BUYER, ANY OF ITS EMPLOYEES, AGENTS OR ANY OTHER PERSON ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Special Conditions

Buyer represents and warrants that any site at which the Equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance exists at any site, SecureNet will not be required to install or service the Equipment at such site and SecureNet shall arrange, at Buyer's expense, for the equipment to be installed and serviced by personnel qualified to handle such substances. It is the responsibility of Buyer to notify SecureNet of the existence of any such substances at any installation site.

11. Compliance

SecureNet will comply with all federal, state and local laws and regulations applicable to performance of its obligations hereunder including (to the extent applicable and without limitations): Fair Labor Standards Act of 1936, as amended; William-Steiger Occupational Safety and Health Act of 1970, as amended; Service Contract Act of 1965, as amended; and the Equal Employment Opportunity clauses prescribed by Executive Orders regarding nondiscrimination because of race, creed, color, sex, age, national origin, physical or mental handicap, or veteran status.

12. License #88481

SecureNet is licensed by the State of Texas Board of Private Investigators and Private Security Agencies, P.O. Box 13509, Austin, TX 78711, 512-463-5545.

Acknowledgment

I have read the attached Terms & Conditions of Sale, understand them fully, and agree to abide by them. I understand that payment for all equipment and installation charges is due upon receipt of invoice. Equipment will be invoiced upon shipment from the designated shipping point and installation charges will be invoiced as the job progresses.

AGREED TO:

Customer P.O. No: _____

Customer's Name: _____

By: _____

Title: _____

Date: _____

SecureNet's Acceptance:

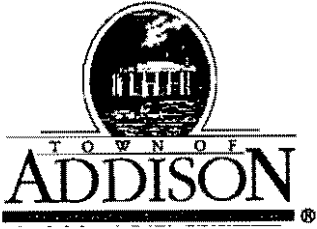
3440 Sojourn
Suite 240
Carrollton, TX 75006

By: [Signature]

Title: Business Development

Date: Feb 9, 00

* Any applicable taxes not included. Quote Total: \$21,091.17



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

June 22, 2000

Mrs. Kelly Bell
SecureNet, Inc.
3440 Sojourn, Suite 240
Carrollton, Texas 75006

Re: Addison Toll Tunnel Monitoring

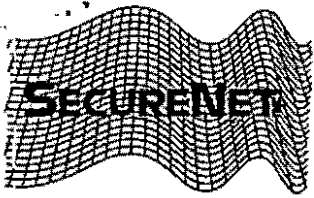
Dear: Kelly

Please accept this letter as your notice to proceed on the referenced project. Upon successful completion of the work, please submit an invoice for the entire project. At that time a check will be issued for the amount of \$13,975.66 as listed on your proposal. Please call me if you have any questions, or need additional information.

Sincerely,

Jeff Markiewicz
Project Manager

Cc: Mike Murphy



SecureNet, Inc.

3440 Sojourn
 Suite 240
 Carrollton, TX 75006
 (972)248-4949 Fax (972)248-2220

PROPOSAL

TOAFEX

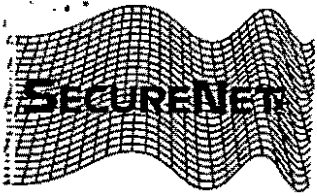
Page: 1

Client Information

Name	Town of Addison
Address	16801 Westgrove Carrollton, TX 75006
Attn:	Jeff Markowitz
Reference:	Addison Tunnel
Base Bid	

Date :	June 9, 2000
Eq. Terms :	Billed Upon Storage
Labor Terms :	Billed Progressively
Freight :	FOB Shipping Point

No	Qty	Description
		<p>The following equipment provides the Addison Police Emergency Dispatch Center to monitor 16 cameras located in the Addison Tunnel (12) and at the Addison Tunnel Toll Plaza (4). The cameras at the toll plaza are exterior cameras only. The interior booth cameras are not available for monitoring per the NTTA. Additionally the dome type cameras will be view only. No provisions are made for control of the domes on the toll plaza per the NTTA.</p> <p>The following equipment will be located in the communications room at the Addison Police Department.</p>
1	1	Video Receiver (1 Channel)/Data Transceiver (1 Channel) - SM
2	1	4 Channel Video Receiver-Demultiplexer, SM, RM
3	1	Robot - 4 Camera Standard Color Digital Quad
4	1	Cable 500'Spool of RG59/U,CCTV/Video Transmission, Indoor Use,Non Conduit (per NEC) in Plenum Areas,CL2P
5	1	Cable - 500' Spool Of Plenum 22/2 Pair,Individually Shielded Cable CMP
		<p>The following equipment will be located in the Addison Police Department Emergency Dispatch Center.</p>
6	2	20" Fine Pitch Trinitron Color Monitor. 500+ lines horizontal resolution. Accepts NTSC, PAL, SECAM & NTSC 4.43. Loop-Through Composite & Y/C inputs, auto terminating. Built-in speaker for audio monitoring.
7	2	Yoke Style Monitor Bracket for 20" Monitor - (Includes Suspended Ceiling Brackets or Structural Ceiling Brackets
8	1	Keyboard



SecureNet, Inc.

3440 Sojourn
Suite 240
Carrollton, TX 75006
(972)248-4949 Fax (972)248-2220

PROPOSAL

TOAFEX

Page: 2

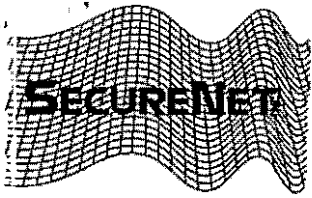
Client Information

Name **Town of Addison**
Address 16801 Westgrove
Carrollton, TX 75006
Attn: Jeff Markowitz
Reference: Addison Tunnel

Base Bid

Date : June 9, 2000
Eq. Terms : Billed Upon Storage
Labor Terms : Billed Progressively
Freight : FOB Shipping Point

No	Qty	Description
		<u>Maintenance Summary</u>
		SecureNet, Inc.'s Standard warranty is twelve (12) months on parts and three (3) months on labor for the hardware installation and twelve (12) months of normal business hours support on the software installation, if applicable. The Warranty will commence upon the earlier of customer acceptance or established beneficial use.
		Equipment Total \$10,122.58
		Engineering 280.00
		Training 280.00
		Miscellaneous Materials 356.18
		Shipping & Handling 206.90
		Installation 2,730.00
		Total \$13,975.66
		* Any applicable taxes will be added at time of invoicing.



SecureNet, Inc.

3440 Sojourn
Suite 240
Carrollton, TX 75006
(972)248-4949 Fax (972)248-2220

PROPOSAL

TOAFEX

Page: 2

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		Total \$13,975.66
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HP LaserJet 3100
Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for
TOWN OF ADDISON
9724502837
Jun-23-00 9:11AM

Job	Start Time	Usage	Phone Number or ID	Type	Pages	Mode	Status
956	6/23 9:09AM	1'23"	9722482220	Send.....	4 / 4	EC144	Completed.....

Total 1'23" Pages Sent: 4 Pages Printed: 0

TOWN OF
ADDISON

To: Kelly Bell

Company: SECURENET

FAX #: 9-248-2220

Date: 6/23/00

of pages (including cover): 4

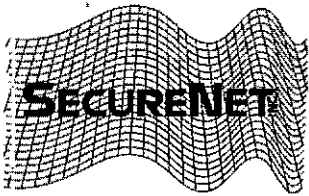
PUBLIC WORKS

From: JEFF MARKIEWICZ

Phone: 972/450-2837

FAX: 972/450-2837

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



SecureNet, Inc.

3440 Sojourn
 Suite 240
 Carrollton, TX 75006
 (972)248-4949 Fax (972)248-2220

PROPOSAL

TOAFEX

Page: 1

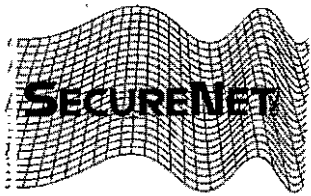
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7	2	Yoke Style Monitor Bracket for 20" Monitor - (Includes Suspended Ceiling Brackets or Structural Ceiling Brackets
8	1	Keyboard



SecureNet, Inc.

3440 Sojourn
 Suite 240
 Carrollton, TX 75006
 (972)248-4949 Fax (972)248-2220

PROPOSAL

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Page: 2

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		Equipment Total \$10,122.58 Engineering 280.00 Training 280.00 Miscellaneous Materials 356.18 Shipping & Handling 206.90 Installation 2,730.00 Total \$13,975.66
		* Any applicable taxes will be added at time of invoicing.



The HNTB Companies

Suite 630, 14114 Dallas Parkway, Dallas Texas 75240 (214) 661-5626

LETTER OF TRANSMITTAL

Job No.

Date

April 14, 2000

Mr. Jeff Markiewicz, P.E.
Town of Addison
16801 Westgrove
Addison, Texas 75001

Re: Addison Airport Toll Tunnel

WE ARE FORWARDING :

NO. OF COPIES	SHEET NO.	LAST DATED	DESCRIPTION
1	1-3	4-12-00	Hydrant installation plan and General Notes

THESE ARE TRANSMITTED:

- For approval
 For your use
 As requested
 For review & comment

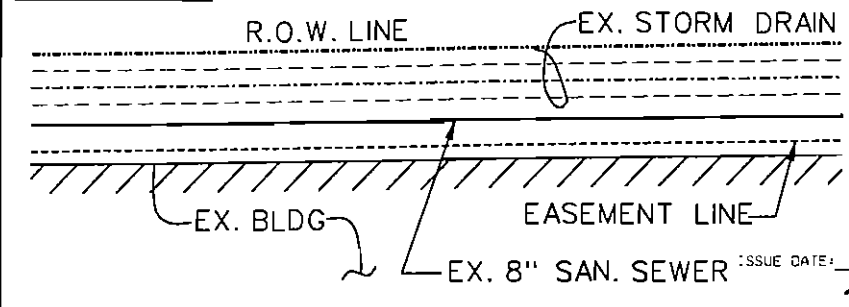
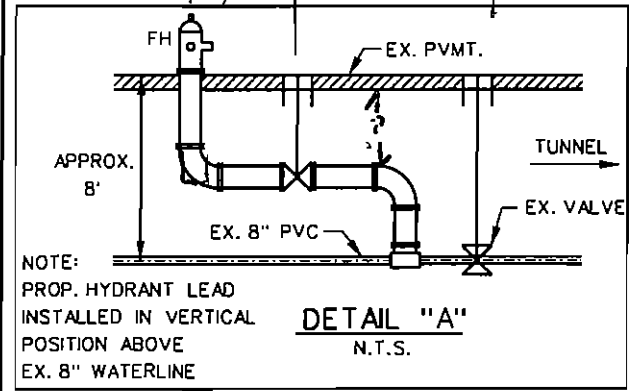
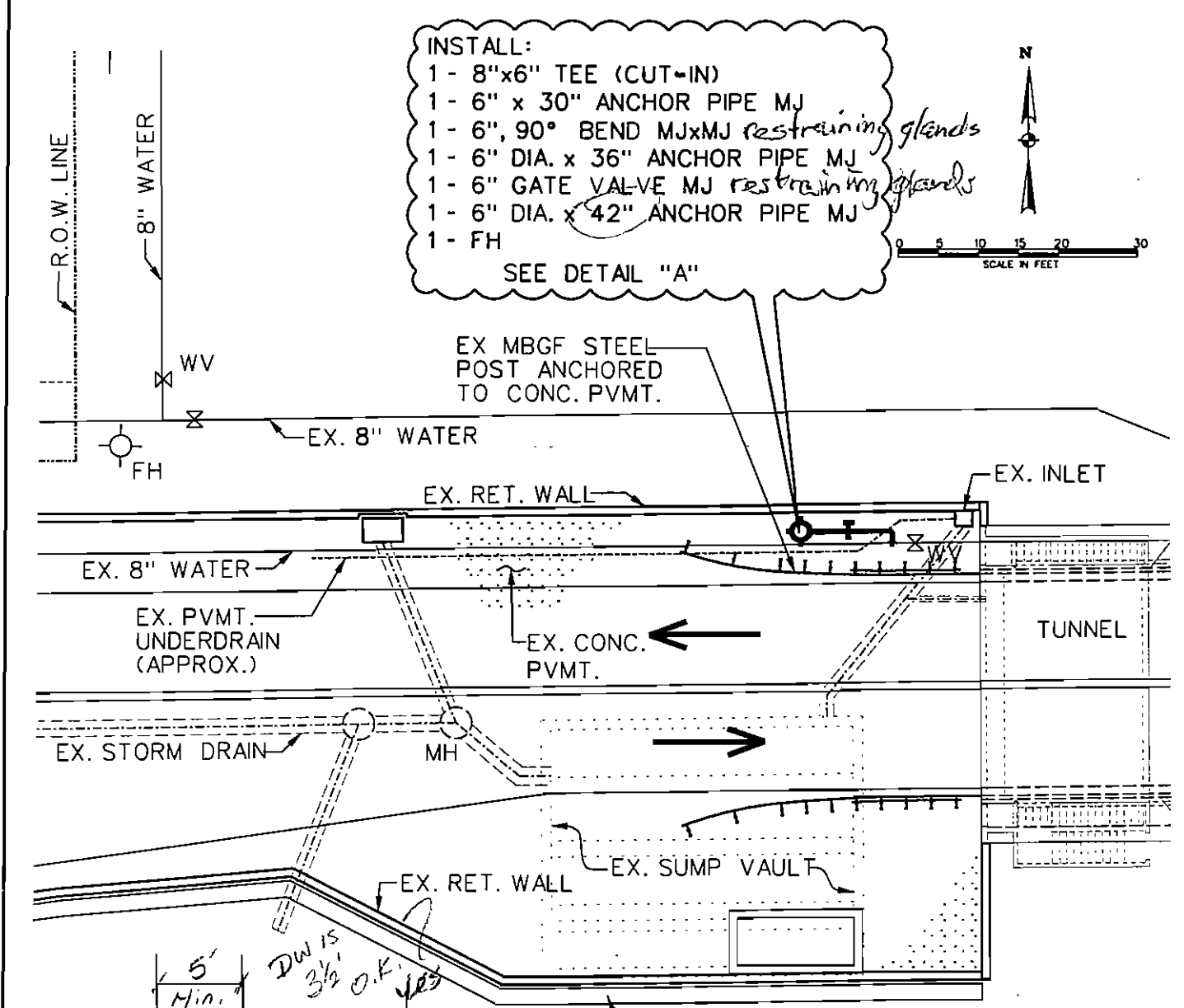
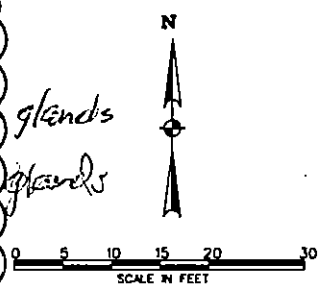
PLEASE NOTE:

If you have any questions, please contact Dennis Satre, P.E. at 214-461-2039

Dave- *4-18-00*
Please check these out
& let me know what
you think?
Thanks
24
78" clearance from wall.

Dennis Satre

- INSTALL:
- 1 - 8"x6" TEE (CUT-IN)
 - 1 - 6" x 30" ANCHOR PIPE MJ
 - 1 - 6", 90° BEND MJxMJ *restraining glands*
 - 1 - 6" DIA. x 36" ANCHOR PIPE MJ
 - 1 - 6" GATE VALVE MJ *restraining glands*
 - 1 - 6" DIA. x 42" ANCHOR PIPE MJ
 - 1 - FH
- SEE DETAIL "A"



DRAFT

NO.	REVISION	BY	DATE
NORTH TEXAS TOLLWAY AUTHORITY ADDISON AIRPORT TOLL TUNNEL HYDRANT INSTALLATION WEST PORTAL			
Half Associates			AATT
DESIGNED	DATE	DESIGNED	DATE
CHECKED	DATE	SCALE	1"=20'
CONTRACT NO. DNT-XXX		SHEET 1 OF 3	

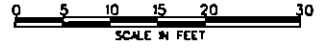
ISSUE DATE: 4-12-00
D. Sake



EASEMENT LINE

R.O.W. LINE

- 1 - 8"x6" TEE
- 1 - 6" 90° HORIZ. BEND
- 1 - 6" GATE VALVE
- 2 - 6" ANCHOR COUPLING
- 1 - 6" DIA. X 24" ANCHOR PIPE MJ
- 1 - FH



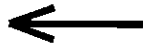
TUNNEL

EX. INLET

EX. RET. WALL

WV

EX. 8" WATER



EX. SUMP VAULT

MH

EX. STORM DRAIN

CONC. FLUME

EX. SAN. SEWER

SAN MH

DRAFT

NO.	REVISION	BY	DATE
NORTH TEXAS TOLLWAY AUTHORITY ADDISON AIRPORT TOLL TUNNEL			
HYDRANT INSTALLATION EAST PORTAL			
Half Associates <small>ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS</small>			AATT
DRAWN	DATE	CHECKED	DATE
CHECKED	DATE	SCALE	DATE
ISSUE DATE: 4.12.00		D.S. Mc	
CONTRACT NO. QNT-XXX		SHEET 2 OF 3	

ISSUE DATE: 4.12.00
D.S. Mc

GENERAL NOTES:

ALL WATER CONSTRUCTION SHALL CONFORM TO TOWN OF ADDISON WATER UTILITIES DRAWINGS, DETAILS AND STANDARD APPURTENANCES FOR WATER CONSTRUCTION EXCEPT AS SPECIFICALLY NOTED IN THESE PLANS. THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION SHALL GOVERN MATERIALS, METHODS AND TESTING.

PVC WATER MAINS SHALL BE AWWA C-900 SDR 18. ALL FITTINGS AND D.I. PIPE SHALL BE POLYWRAPPED.

THE CONTRACTOR WILL BE RESPONSIBLE FOR PROTECTING AND ADJUSTING TO FINISHED GRADE, ALL PROPOSED AND EXISTING APPURTENANCES SUCH AS VALVE COVERS, CLEANOUTS, FIRE HYDRANTS, ETC. WHICH ARE WITHIN THE WORK AREA. MULTIPLE PIECE HYDRANT EXTENSIONS WILL NOT BE PERMITTED. CONTRACTOR SHALL CONFIRM DEPTH OF BURY AT HYDRANT PRIOR TO INSTALLATION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ALL EXISTING UTILITIES INCLUDING STORM DRAINS AND UNDERDRAINS WHICH ARE DISTURBED BY THE CONTRACTOR'S OPERATIONS

THE CONTRACTOR WILL BE PERMITTED TO TAKE THE TUNNEL WATER LINE OUT OF SERVICE FOR NO LONGER THAN 24 HOURS TO PERMIT THE CUT IN OF THE HYDRANT TEES. NTTA PERSONNEL WILL ASSIST IN IDENTIFYING VALVES FOR CLOSURE.

↑ Addison

THE CONTRACTOR WILL BE LIMITED TO WORKING IN THE SHOULDER AREA OF THE ROADWAY ONLY. TEMPORARY LANE CLOSURES WILL NOT BE PERMITTED. THE NORTH TEXAS TURNPIKE AUTHORITY MUST BE NOTIFIED 48 HOURS IN ADVANCE OF ANY TRAFFIC CONTROL DEVICE PLACEMENT. MINIMUM TRAFFIC CONTROL MEASURES INSTALLED BY THE CONTRACTOR SHALL CONFORM TO TxDOT STANDARD TCP(2-1)-98 FOR WORK IN SHOULDER AREAS. SUBSTITUTE "UTILITY" FOR "ROAD" ON WORK ZONE SIGNAGE. ALL OTHER TRAFFIC CONTROL MEASURES SHALL CONFORM TO THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION). THE EXISTING MGBF MUST REMAIN IN PLACE. THE CONTRACTOR MAY ELECT TO MOVE THE FENCE TEMPORARILY TOWARD THE TRAFFIC LANE A DISTANCE OF NOT MORE THAN 2.0 FEET AND RESTRIPE THE EDGE LINE AS DIRECTED BY THE OWNER. ANY WORK RELATED TO MOVING THE MGBF AND PLACING AND REMOVING LANE STRIPING WILL BE DONE ENTIRELY AT THE CONTRACTOR'S EXPENSE. NO ADDITIONAL PAYMENT WILL BE MADE.


BACKFILL FOR ALL EXCAVATED AREAS SHALL CONSIST OF A 1.5 SACK FLOWABLE BACKFILL WITH NO MORE THAN 50% REPLACEMENT WITH FLY ASH.

PAVEMENT REPAIR SHALL CONSIST OF REPLACING REMOVED SECTIONS WITH 8" REINFORCED CONCRETE (CLASS C) REINFORCED WITH #4 BARS AT 24" CENTERS EACH WAY. ALL CONCRETE REMOVAL SHALL BE ACCOMPLISHED BY FULL DEPTH SAW CUT (8" MAX. CUT).

HYDRANTS SHALL BE ROTATED WITH THE 4" CONNECTION POINT FACING THE CENTERLINE OF THE TUNNEL OPENING. THE HYDRANT WILL BE POSITIONED SO THAT A HOSE CONNECTION TO THE 4" NOZZLE WILL PASS BETWEEN THE METAL BEAM GUARD FENCE SUPPORT POSTS AND UNDER THE RAIL SECTION.

FLUSHING OF THE SYSTEM SHALL BE DONE THROUGH HOSES PLACED TO DISCHARGE INTO INLETS.

Dave -
DRAFT
What is hydrant & valve spec?

NO.	REVISION	BY	DATE
NORTH TEXAS TOLLWAY AUTHORITY			
ADDISON AIRPORT TOLL TUNNEL			
HYDRANT INSTALLATION			
NOTES			
 Halff Associates			AATT
ENGINEERS	ARCHITECTS	SCIENTISTS	PLANNERS SURVEYORS
DRAWN	DATE	DESIGNED	DATE
CHECKED	DATE	SCALE	1"=20'
CONTRACT NO. DNT-XXX SHEET 3 OF 3			

ISSUE DATE: *4-12-00*
D.S.H.



NORTH TEXAS TOLLWAY AUTHORITY

3015 Raleigh Street
P.O. Box 190369 • Dallas, TX 75219
214-522-6200 • Fax 214-528-4826

TXU Electric Company
13101 Preston Road, Suite 680
Dallas, Texas 75240

November 9, 1999

Attn: Mr. Anthony Todd Guinn
Project Manager

Ref: Fiber Optic Cable - Permit for Attachments
North Texas Tollway Authority

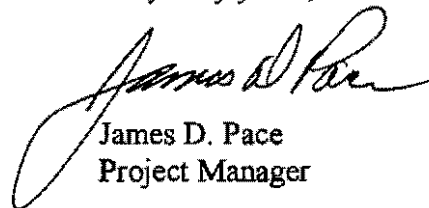
Dear Todd:

This letter is to document our meeting this morning at 10:00 a.m., and your receipt of the Permit Application for attachment of equipment on TXU distribution poles by the North Texas Tollway Authority. It is our understanding the permit application meets your requirements and we are able to begin installation.

I would like to thank you for your timely assistance on this important project for the North Texas Tollway Authority.

Should you have any questions, or if I can be of help, please feel free to call me at (214) 461-2025.

Very truly yours,



James D. Pace
Project Manager

JDP/rmc

Cc: Mark Bouma
Tommy Kelley
Jeff Markiewicz

GENERAL NOTES

1. REFER FIBER OPTIC ASSES DRAWING 1/4"-1&1 FOR CONDUIT USAGE AND APPLICATIONS.
2. REFER OVERALL SYSTEMS COMMUNICATIONS DRAWING 1/4"-1&2 FOR EQUIPMENT REQUIREMENTS.
3. REFER TO FIBER OPTIC COMMUNICATIONS SCHEMATIC DRAWING 1/4"-1&3 FOR INSTALLATION AND TERMINATION OF FIBER OPTIC CABLE.

MATCH LINE : SHEET AF-E1.3
 MATCH LINE : SHEET AF-E1.6
 FIBER OPTIC CABLE NO. 3, REFER TO 1/4"-1&3. INSTALL AERIALLY ALONG EXISTING ELECTRIC UTILITY POLES (BY TU ELECTRIC) BETWEEN SPICE CLOSURE NO. 8 NEAR AS THE INTERSECTION OF ADDISON ROAD AND AIRPORT PARKWAY AND SPICE CLOSURE NO. 7 ALONG AIRPORT PARKWAY. STATION NO. 19+70 (REFER TO SHEET E1.3).

EXISTING AERIAL IS TOO LOW

EXISTING PHONE AERIAL

FIBER OPTIC DROP CABLE-E (REFER 1/4"-1&3). FIELD VERIFY ROAD LOCATIONS, USE OF AN EXISTING ROAD CROSSING FROM THE EAST SIDE OF ADDISON ROAD TO THE POLE LINE ALONG THE WEST SIDE OF ADDISON ROAD IS THE PREFERRED METHOD OF INSTALLED THE DROP CABLE INTO THE ADDISON POLICE STATION BUILDING.

FIBER OPTICAL CABLE NO. 3, REFER TO 1/4"-1&3. INSTALL AERIALLY ALONG EXISTING ELECTRIC UTILITY POLES (BY TU ELECTRIC) BETWEEN THE AERIAL-UNDERGROUND MASTERY TRANSITION NEAR THE EASTBOUND RAMP EXIT RAMP AND SPICE CLOSURE NO. 8 NEAR THE INTERSECTION OF ADDISON ROAD AND AIRPORT PARKWAY, ADJACENT TO THE ADDISON POLICE STATION.

REFER TO DETAIL 1/4"-1&3 FOR ROUTING FIBER OPTIC CABLE INTO ADDISON POLICE STATION.

CALL ABQUIRE TO CLARIFY ACCESS TO BUILDING.



1 PARTIAL SITE PLAN
 SCALE: 1" = 50'-0"

MATCH LINE : SHEET AF-E1.4
 MATCH LINE : SHEET AF-E1.3
 AERIAL FIBER OPTIC CABLE FROM TUNNEL

KELLER SPRINGS ROAD

ADDISON ROAD

POLICE STATION

FIRE STATION



**NORTH TEXAS TOLLWAY AUTHORITY
 ADDISON AIRPORT TUNNEL
 FIBER OPTIC COMM. BACKBONE**

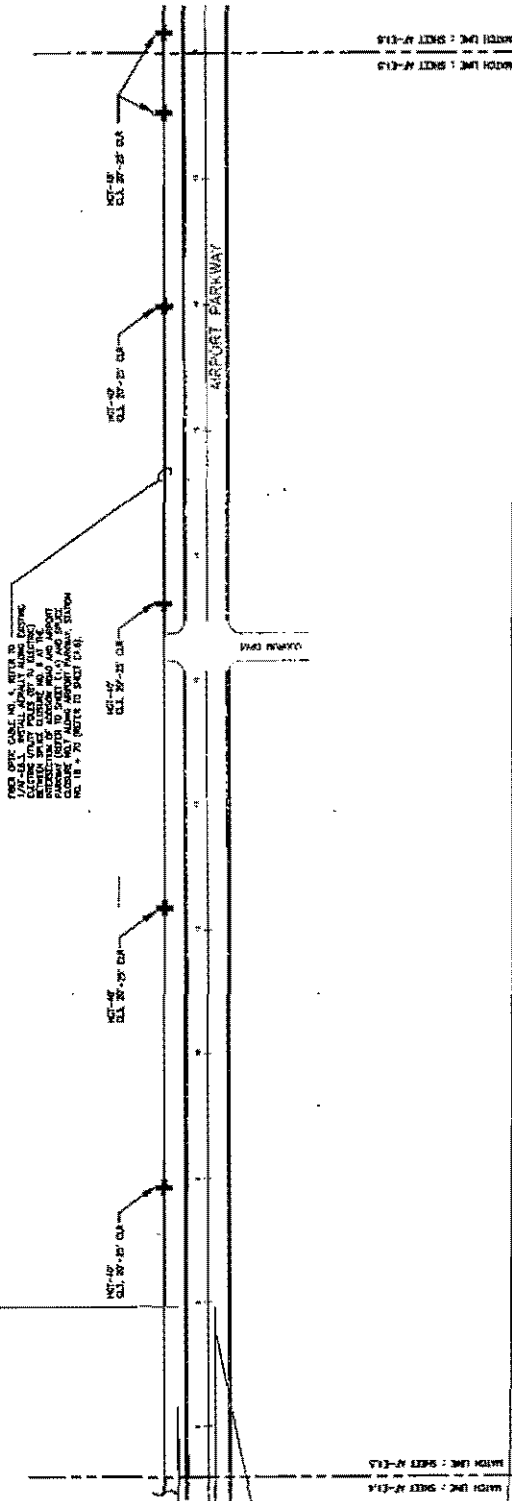
**ELECTRICAL
 PARTIAL
 SITE PLAN**

APPROVED FOR CONSTRUCTION NORTH TEXAS TOLLWAY AUTHORITY BY: [Signature] DATE: 2/2/78	SECTION 201
ORDERED: [Signature] DATE: 2/2/78	CHECKED: [Signature] DATE: []
CONTRACT NO. DNT-378	SHEET 7 OF 17

AF-E1.4

GENERAL NOTES

1. REFER TO THE GENERAL NOTES OF SHEET 1/4-E-11.5 FOR GENERAL NOTES AND SPECIFICATIONS.
2. REFER TO THE GENERAL NOTES OF SHEET 1/4-E-11.5 FOR GENERAL NOTES AND SPECIFICATIONS.
3. REFER TO THE GENERAL NOTES OF SHEET 1/4-E-11.5 FOR GENERAL NOTES AND SPECIFICATIONS.



SECTION LINE: SHEET 1/4-E-11.5
SECTION LINE: SHEET 1/4-E-11.5

SECTION LINE: SHEET 1/4-E-11.5
SECTION LINE: SHEET 1/4-E-11.5



PROJECT NO. _____		DATE _____	
PROJECT NAME		SECTION NO.	
NORTH TEXAS TOLLWAY AUTHORITY ADDISON AIRPORT TUNNEL FIBER OPTIC COMM. BACKBONE			
ELECTRICAL		SECTION 200	
PARTIAL		DATE	
SITE PLAN		SCALE: 1" = 30'-0"	
DRAWN BY: _____		CHECKED BY: _____	
DATE: _____		DATE: _____	
PROJECT NO.: 001-378		SHEET 9 OF 17	

1 PARTIAL SITE PLAN
SCALE: 1" = 30'-0"

0 20' 40' 60' 80' 100' 120' 140' 160' 180' 200'

AF-E11.5

1/4-E-11.5-001-378-001-11.5

111
Check Status
w/ Lea. Is this
being processed?
sent her an email
on 7/1/99.
BQ

INTERLOCAL AGREEMENT
BETWEEN THE NORTH TEXAS TOLLWAY AUTHORITY
AND THE TOWN OF ADDISON, TEXAS

This Interlocal Agreement is entered into as of the _____ day of _____, 1999 by and between the North Texas Tollway Authority (the "Authority") and the Town of Addison, Texas ("Addison").

RECITALS:

1. The Authority is a regional tollway authority under Chapter 366, Tex. Transp. Code and a political subdivision of the State of Texas. The Authority is authorized to enter into contracts or agreements necessary or incidental to its duties and powers; and to cooperate and work directly with governmental agencies to support an activity required to promote or develop a turnpike project.
2. Addison is a home rule city possessing the full power of local self government under Article 11, Section 5 of the Texas Constitution and its Home Rule Charter.
3. The Authority and Addison are authorized to enter into this Agreement pursuant to law, including without limitation Chapter 791, Tex. Gov. Code (the Interlocal Cooperation Act).
4. In 1996, the Authority (by and through its predecessor, the Texas Turnpike Authority) and Addison entered into an Interlocal Agreement (the "1996 Interlocal Agreement") which in part provided for the construction, maintenance and operation of the Addison Toll Tunnel (the "Toll Tunnel"), extending through and under the Addison Airport from Addison Road on the east to Midway Road on the west.
5. The Toll Tunnel construction has been completed, and the Authority and Addison desire to enter into this Agreement regarding the operation of the Toll Tunnel and to clarify certain provisions of the 1996 Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the North Texas Tollway Authority and the Town of Addison, Texas do hereby contract and agree as follows:

I. LAW ENFORCEMENT, FIRE AND EMERGENCY MEDICAL SERVICES.

A. Fire suppression system.

1. The Toll Tunnel fire suppression system (the "fire suppression system") shall be modified by adding two (2) additional fire hydrants (the "additional fire hydrants"), one at the east face and one at the west face of the Tunnel.

2. The Authority shall prepare or cause to be prepared engineering design and construction standards and specifications for the additional fire hydrants, and agrees to allow Addison to participate in the preparation and approval of such standards and specifications. Upon the completion of the standards and specifications, the Authority shall select a contractor to install the additional fire hydrants. The installation shall be finally completed on or before March 1, 2000. The engineer selected to design the construction standards and specifications shall be selected in accordance with any professional service procurement laws applicable to Addison and the Authority, and the contractor selected to install the additional fire hydrants shall be selected in accordance with any competitive bid laws applicable to Addison and the Authority. During the period of installation of the additional fire hydrants, the Authority agrees to allow authorized representatives of Addison to inspect, test, measure and verify the installation as Addison deems reasonably necessary.

3. The Authority shall use its best efforts to insure that the additional fire hydrants are installed in a timely manner in accordance with the construction contract documents, plans and specifications. The Authority shall thoroughly inspect the work of the contractor to guard the Authority and Addison against defects and deficiencies in the installation of the additional fire hydrants without assuming responsibility for the means and methods used by the contractor.

4. The Authority shall fully and completely pay or settle, by litigation or otherwise and without involving Addison, any claims of the engineer or contractor arising out of the design or installation of the additional fire hydrants.

5. The design and construction costs and expenses for the additional fire hydrants are estimated to be \$20,000.00. The Authority and Addison shall share equally in such costs and expenses up to \$20,000.00; any such costs and expenses in excess of \$20,000.00 shall be borne and paid for solely by the Authority. Addison shall pay its portion of such costs and expenses to the Authority in accordance with the following:

(a) Prior to Addison paying its portion of any invoice of the engineer selected to prepare the design and construction standards and specifications, and any invoice or pay estimate of a contractor retained to install the additional fire hydrants, the Authority shall forward a true and correct copy of the invoice or pay estimate to Addison together with any supporting documentation that Addison may reasonably request.

(b) With respect to any invoice or pay estimate from the construction contractor, Addison shall not be required to make a payment under any such invoice or pay estimate unless the Authority has certified in writing to Addison that the estimate of work completed for the relevant period is true and correct to the best of the Authority's information and belief, has been measured and verified in accordance with the construction contract documents, and that all construction contract preconditions to payment have been met. Copies of any material testing results shall be furnished with the certification.

The obligation of Addison to pay its proportionate share of the costs and expenses to design and install the additional fire hydrants shall be subject to the annual appropriation of funds necessary to pay such costs and expenses.

6. Upon the completion of the installation of the additional fire hydrants and the acceptance of the hydrants by the Authority, the Authority shall be responsible to maintain the fire suppression system with the additional fire hydrants in good working order.

B. Addison Police Video Monitoring. The Authority shall provide, install, and make operational video cameras in and around the Toll Tunnel in order to monitor activity in and around the Tunnel. In order to allow Addison to monitor such activity, the Authority, at its sole cost, shall provide and install fiber optic cable from the Toll Tunnel to the Addison Police Department, 4799 Airport Parkway, Addison, Texas and shall provide to Addison any other equipment, wiring, or other materials necessary (including, without limitation, television monitors) to allow Addison to monitor Toll Tunnel activities through the video cameras (such other equipment is set forth in Exhibit 2 attached hereto). The Authority and Addison agree to cooperate in the placement of video cameras in and around the Toll Tunnel to allow such monitoring. Upon the completion of the placement of the video cameras, television monitors, and other equipment, the Authority shall be responsible to maintain the cameras, monitors and other equipment in good working order and to upgrade the cameras, monitors and other equipment as the parties may deem necessary.

C. DPS Video Monitoring.

1. The Texas Department of Public Safety ("DPS") operates and maintains a station adjacent to the Dallas North Tollway south of the intersection of Keller Springs Road and the Dallas North Tollway (the "Keller Springs Station"). The DPS will provide law enforcement services for the Toll Tunnel and desires to be able to monitor activities in and around the Toll Tunnel from the Keller Springs Station through the use of video equipment

2. In order to allow the Authority, by and through the DPS, to provide such video-monitoring service to the Keller Springs Station, Addison hereby grants to the Authority a license for a period of twenty (20) years to construct, maintain, use and operate in, along, across, on, over, through, above and under the public streets and rights-of-way (and solely along the route) identified and depicted in Exhibit 3 (the "Cable Route"), fiber optic cable necessary to operate and maintain such service (the "Cable"); provided, however, that the installation, reinstallation, placement or removal of Cable from the Cable Route shall be subject to the approval of the Addison Public Works Director or his designee. To the extent available and subject to the approval of the Addison Public Works Director or his designee, in placing the Cable the Authority shall use utility poles already located along the Cable Route.

3. The construction, reconstruction, excavation, use, maintenance and operation of the Cable and other property used in connection therewith shall be subject to all lawful police regulations of Addison and performed in accordance with Addison's regulations for utility location and coordination. In addition to any other City regulations or requirements, at least thirty (30) days prior to the commencement of construction or maintenance within Addison's rights-of-way, the Authority shall provide Addison Engineer (or such other officials as Addison may designate from time to time) with a copy of the construction work plans and drawings. The Authority shall not proceed with construction within Addison's rights-of-way until the plans and drawings have been approved in writing by the proper City officials.

4. Upon request of Addison, the Authority shall remove and abate any portion of the Cable that is dangerous to life or property, and in case the Authority, after notice, fails or refuses

to act, Addison may remove or abate the same, at the sole cost and expense of the Authority, all without compensation or liability for damages to the Authority. The Authority shall promptly restore the public streets, alleys and rights-of-way to their condition prior to the Authority's construction, maintenance, or excavation, to the reasonable satisfaction of Addison Engineer. The Authority shall excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of the Cable.

5. Whenever by reason of the changes in the grade of any street or in the location or the manner of constructing any gas pipes, sewers, or any other underground or overhead structure for any City purpose whatever, it shall be deemed necessary by Addison to alter, change, adapt or conform a portion of the Cable thereto, such alterations or changes shall be promptly made by the Authority when ordered in writing by Addison. If such requirements impose a financial hardship, the Authority may present alternative proposals to Addison, and Addison shall give due consideration to such alternative proposals. Addison shall have the right to require the Authority to adapt or conform its Cable, or to alter, relocate or change its Cable to enable Addison to use, or to use with greater convenience, any public street, alley or right-of-way.

6. The Authority shall purchase and maintain during the term of the grant set forth in paragraph I.C.2. of this Agreement commercial general liability insurance including personal injury liability and premises operations liability for any act or omission of the Authority, its officers, employees, agents and contractors, in connection with the license granted hereunder, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000. Coverage must be on an "occurrence" basis and shall name Addison as an additional insured. The Authority shall present proof of such insurance to Addison at Addison's request.

7. The Authority shall indemnify Addison, its officials, officers, employees and agents against, and hold Addison, its officials, officers, employees and agents harmless from, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, costs or fees, including reasonable attorney's fees, for any injury to or the death of any person or damage to or destruction of any property resulting from or based upon, in whole or in part, any act or omission of the Authority, its officers, employees, agents, contractors, assignees, licensees, permittees, or subcontractors under the provisions of Section I.C. of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement. The terms and provisions contained in this Section are intended to be for the benefit of City and the Authority and are not intended to be for the benefit of any third party.

II KELLWAY CIRCLE CONNECTION.

A. The 1996 Interlocal Agreement provides in part that the Authority, at its sole cost, must construct an extension from existing Kellway Circle to Dooley Road (the "Kellway Circle Extension") as described in the 1996 Interlocal Agreement and as depicted on Exhibit F thereto.

B. Since the execution of the 1996 Interlocal Agreement, the Authority has acquired a tract of land located adjacent to the Toll Tunnel and Addison Airport and is described and depicted in Exhibit 4 attached hereto (the "Adjacent Land").

C. For the consideration set forth in paragraphs D and E of this Section II, the Authority agrees to convey to Addison, free and clear from all leases, liens, encumbrances, and

other rights, except such as may be deemed acceptable to Addison, and in a form acceptable to Addison, good and marketable fee title to the Adjacent Land. Such conveyance shall occur on or before December 31, 1999.

D. From and after the date of the conveyance of the Adjacent Land by the Authority to Addison, the Authority shall have no duty or obligation to construct the Kellway Circle Extension.

E. The Authority may elect to construct an additional two-lane toll tunnel at the Addison Airport immediately adjacent to the Toll Tunnel. In such event and provided the Authority provides Addison not less than 120 days notice of such proposed construction, Addison shall provide to the Authority a construction staging area comprising at least 65,000 square feet within a reasonable distance from the area of actual construction of the additional toll tunnel.

III. GENERATOR.

Addison agrees to provide to the Authority an easement as described and depicted in Exhibit 5 attached hereto in order to allow the Authority to locate thereon certain electrical equipment which is necessary to operate and maintain the Toll Tunnel. Such equipment is described in Exhibit 6 attached hereto.

IV. NOTICES. Where the terms of this Interlocal Agreement require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Addison:

To the Authority:

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

Attn: City Manager

Attn: _____

V. INCORPORATION OF RECITALS; EXHIBITS. The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement. The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

VI. SEVERABILITY. If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

VII. AUTHORITY TO EXECUTE. 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.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

**NORTH TEXAS TOLLWAY
AUTHORITY**

By: _____
Ron Whitehead, City Manager

By: _____

ATTEST:

By: _____
Carmen Moran, City Secretary

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



FACSIMILE COVER PAGE

Date: October 18, 1999

Time: _____

Total Number of Pages (including this sheet): 8

Normal/Rush: Normal

Client/Matter #: 3195/25211

TO: (1) Jeff Markiewicz
(2) _
(3) _

FAX: 972-450-2837
FAX:
FAX:

FROM: John Hill

Direct Dial #: (214) 672-2170

MESSAGE: Attached is a copy of the most recent draft of the Interlocal Agreement with the North Texas Tollway Authority for your review.

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,
PLEASE CALL OUR SERVICE CENTER**

AT (214) 672-2508

or Wanda Nelson at (214) 672-2585

Thank you.

IMPORTANT/CONFIDENTIAL: This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

INTERLOCAL AGREEMENT

BETWEEN THE NORTH TEXAS TOLLWAY AUTHORITY

AND THE TOWN OF ADDISON, TEXAS

This Interlocal Agreement is entered into as of the _____ day of _____, 1999 by and between the North Texas Tollway Authority (the "Authority") and the Town of Addison, Texas ("Addison").

RECITALS:

1. The Authority is a regional tollway authority under Chapter 366, Tex. Transp. Code and a political subdivision of the State of Texas. The Authority is authorized to enter into contracts or agreements necessary or incidental to its duties and powers, and to cooperate and work directly with governmental agencies to support an activity required to promote or develop a turnpike project.

2. Addison is a home rule city possessing the full power of local self-government under Article 11, Section 5 of the Texas Constitution and its Home Rule Charter.

3. The Authority and Addison are authorized to enter into this Agreement pursuant to law, including without limitation Chapter 791, Tex. Gov. Code (the Interlocal Cooperation Act).

4. In 1996, the Authority (by and through its predecessor, the Texas Turnpike Authority) and Addison entered into an Interlocal Agreement (the "1996 Interlocal Agreement") which in part provided for the construction, maintenance and operation of the Addison Toll Tunnel (the "Toll Tunnel"), extending through and under the Addison Airport from Addison Road on the east to Midway Road on the west.

5. The Toll Tunnel construction has been completed, and the Authority and Addison desire to enter into this Agreement regarding the operation of the Toll Tunnel and to clarify certain provisions of the 1996 Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and obligations set forth herein, the benefits flowing to each of the parties hereto, and other good and valuable consideration, the North Texas Tollway Authority and the Town of Addison, Texas do hereby contract and agree as follows:

I. LAW ENFORCEMENT, FIRE AND EMERGENCY MEDICAL SERVICES.

A. Fire suppression system.

1. The Toll Tunnel fire suppression system (the "fire suppression system") shall be modified by adding two (2) additional fire hydrants (the "additional fire hydrants"), one at the east face and one at the west face of the Tunnel.

2. The Authority shall prepare or cause to be prepared engineering design and construction standards and specifications for the additional fire hydrants, and agrees to allow Addison to review and comment upon the preparation and approval of such standards and specifications. Upon the completion of the standards and specifications, the Authority shall select a contractor to install the additional fire hydrants. The installation shall be finally completed on or before ~~March 1, 2000~~. The engineer selected to design the construction standards and specifications shall be selected in accordance with any professional service procurement laws applicable to the Authority, and the contractor selected to install the additional fire hydrants shall be selected in accordance with any competitive bid laws applicable to the Authority. During the period of installation of the additional fire hydrants, the Authority agrees to allow authorized representatives of Addison to inspect, test, measure and verify the installation as Addison deems reasonably necessary.

3. The Authority shall use reasonable efforts to cause the additional fire hydrants to be installed in a timely manner in accordance with the construction contract documents, plans and specifications. The Authority shall reasonably inspect the work of the contractor to identify and to cause to be corrected defects and deficiencies in the installation of the additional fire hydrants, but without assuming responsibility for the means and methods used by the contractor. Addison, at its sole option, may inspect, or participate with the Authority in the inspection of, the contractor's work as generally provided in the concluding sentence of subparagraph A.2. of Section I above.

4. The Authority shall fully and completely pay or settle, by litigation or otherwise and without involving Addison, any claims of the engineer or contractor arising out of the design or installation of the additional fire hydrants.

5. The design and construction costs and expenses for the additional fire hydrants are estimated to be \$20,000.00. The Authority and Addison shall share equally in such costs and expenses up to \$20,000.00; any such costs and expenses in excess of \$20,000.00 shall be borne and paid for solely by the Authority. Addison shall pay its portion of such costs and expenses to the Authority in accordance with the following:

(a) Prior to Addison paying its portion of any invoice of the engineer selected to prepare the design and construction standards and specifications, and any invoice or pay estimate of a contractor retained to install the additional fire hydrants, the Authority shall forward a true and correct copy of the invoice or pay estimate to Addison together with any supporting documentation that Addison may reasonably request.

(b) With respect to any invoice or pay estimate from the construction contractor, Addison shall not be required to make a payment under any such invoice or pay estimate unless the Authority has certified in writing to Addison that the estimate of work completed for the relevant period is true and correct to the best of the Authority's information and belief, has been measured and verified in accordance with the construction contract documents, and that all construction contract preconditions to payment have been met. Copies of any material testing results shall be furnished with the certification.

#1
 May 1, 2000

determine location
 J.M. to meet

The obligation of Addison to pay its proportionate share of the costs and expenses to design and install the additional fire hydrants shall be subject to the annual appropriation of funds necessary to pay such costs and expenses.

6. Upon the completion of the installation of the additional fire hydrants and the acceptance of the hydrants by the Authority, the Authority shall be responsible to maintain the fire suppression system with the additional fire hydrants in good working order.

B. Addison Police Video Monitoring.

1. The Authority shall provide, install, and make operational video cameras (the "Video System") in, and in the immediate vicinity of, the Toll Tunnel in order to monitor activity in, and in the immediate vicinity of, the Tunnel. The Authority and Addison agree to cooperate in the placement of the Video System in, and in the immediate vicinity of, the Toll Tunnel to allow such monitoring.

2. Addison will monitor activity in, and in the immediate vicinity of, the Toll Tunnel through the Video System. The design and installation of the equipment which will allow Addison to monitor such activity shall be in accordance with the following:

(a) The Authority, at its sole cost, shall provide and install fiber optic cable from the Toll Tunnel to the Addison Emergency Dispatch Center (the "Dispatch Center") located at the Addison Police Department, 4799 Airport Parkway, Addison, Texas. Addison shall be responsible for providing all easements or other rights-of-way necessary to install and maintain the fiber optic cable from the Toll Tunnel to the Dispatch Center.

(b) Addison shall design and install the wiring, cabling and related video and other equipment (including, without limitation, television monitors) (the "Dispatch Center Monitoring Equipment") in the Dispatch Center as the parties agree is necessary to allow Addison to monitor Toll Tunnel activities through the Video System (such video and other equipment is set forth in Exhibit 1 attached hereto). The actual costs for the design and installation of the Dispatch Center Monitoring Equipment shall be paid for as follows: (i) the Authority shall pay to Addison design costs up to \$10,000.00, and Addison shall pay any such costs in excess of \$10,000.00; (ii) the Authority shall pay to Addison installation costs up to \$10,000.00, and Addison shall pay any such costs in excess of \$10,000.00. The Authority shall promptly pay to Addison such amounts upon Addison providing to the Authority true and correct copies of any invoices or other documentation reflecting the actual costs incurred by Addison.

3. Upon the completion of the placement and installation of the Video System and the Dispatch Center Monitoring Equipment, the Authority shall be responsible to maintain the same in good working order and to upgrade the Video System and the Dispatch Center Monitoring Equipment, if and as the parties may subsequently agree. Addison shall contact the Authority when maintenance or repair work is required and the Authority shall elect to undertake any necessary work itself and/or to retain an outside contractor or vendor. The Authority shall not be responsible for maintenance, repair or upgrade costs incurred by Addison for the Video System or the Dispatch Center Monitoring Equipment unless said costs were specifically authorized by the Authority.

#2

2/1/91
includes
Labor,
"turn key"

pay 1/2
cap at
15,000 each

4. The Authority and Addison shall cooperatively establish procedures for the conduct of Addison's monitoring of the Toll Tunnel and for Addison's transmission of and response to information obtained through such monitoring.

C. **DPS Video Monitoring.**

1. The Texas Department of Public Safety ("DPS") operates and maintains a station adjacent to the Dallas North Tollway south of the intersection of Keller Springs Road and the Dallas North Tollway (the "Keller Springs Station"). The DPS will provide law enforcement services for the Toll Tunnel and desires to be able to monitor activities in and around the Toll Tunnel from the Keller Springs Station through the use of video equipment.

2. In order to allow the Authority, by and through the DPS, to provide such video-monitoring service to the Keller Springs Station, Addison hereby grants to the Authority a fully paid and irrevocable right and license for a period of twenty (20) years to construct, maintain, use and operate in, along, across, on, over, through, above and under the public streets and rights-of-way (and solely along the route) identified and depicted in Exhibit 2 (the "Cable Route"), fiber optic cable necessary to operate and maintain such service (the "Cable"); provided, however, that the installation, reinstallation, placement or removal of Cable from the Cable Route shall be subject to the reasonable review and approval of the Addison Public Works Director or his designee. To the extent available and subject to the approval of the Addison Public Works Director or his designee, in placing the Cable the Authority shall use utility poles already located along the Cable Route.

3. The construction, reconstruction, excavation, use, maintenance and operation of the Cable and other property used in connection therewith shall be subject to all lawful police regulations of Addison and performed in accordance with Addison's regulations for utility location and coordination. In addition to any other City regulations or requirements, at least thirty (30) days prior to the commencement of construction or maintenance (other than emergency repairs) within Addison's rights-of-way, the Authority shall provide Addison Engineer (or such other officials as Addison may designate from time to time) with a copy of the construction work plans and drawings. The Authority shall not proceed with construction within Addison's rights-of-way until the plans and drawings have been approved in writing by the proper City officials, such approval not to be unreasonably withheld or delayed.

4. Upon request of Addison, the Authority shall remove and abate any portion of the Cable that is dangerous to life or property, and in case the Authority, after notice, fails or refuses to act, Addison may remove or abate the same, at the sole cost and expense of the Authority, all without compensation or liability for damages to the Authority. The Authority shall promptly restore the public streets, alleys and rights-of-way to their condition prior to the Authority's construction, maintenance, or excavation, to the reasonable satisfaction of Addison Engineer. The Authority shall excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of the Cable.

5. Whenever by reason of the changes in the grade of any street or in the location or the manner of constructing any gas pipes, sewers, or any other underground or overhead structure for any City purpose whatever, it shall be reasonably deemed necessary by Addison to alter, change, adapt or conform a portion of the Cable thereto, such alterations or changes shall

be promptly made by the Authority when ordered in writing by Addison. If such requirements impose a financial hardship, the Authority may present alternative proposals to Addison, and Addison shall give due consideration to such alternative proposals. Addison shall have the right to require the Authority to adapt or conform its Cable, or to alter, relocate or change its Cable, to enable Addison to use, or to use with greater convenience, any public street, alley or right-of-way, provided that Addison shall not exercise the foregoing right absent a bona fide and material need to do so.

6. To the extent permitted by law, the Authority shall indemnify Addison, its officials, officers, employees and agents against, and hold Addison, its officials, officers, employees and agents harmless from, any and all liability, actions, causes of action, lawsuits, judgments, claims, damages, costs or fees, including reasonable attorney's fees, for any injury to or the death of any person or damage to or destruction of any property to the extent attributable to or resulting from any act or omission of the Authority, its officers, employees, agents, contractors, assignees, licensees, permittees, or subcontractors under the provisions of paragraph C of Section I of this Agreement. The provisions of this paragraph shall survive the termination of this Agreement. The terms and provisions contained in this Section are intended to be for the benefit of Addison and the Authority and are not intended to be for the benefit of any third party.

II. KELLWAY CIRCLE CONNECTION.

+ 0.0580
transfer 1.486 acres

#4

A. The 1996 Interlocal Agreement provides in part that the Authority, at its sole cost, must construct an extension from existing Kellway Circle to Dooley Road (the "Kellway Circle Connection") as described in the 1996 Interlocal Agreement and as depicted on Exhibit F attached thereto.

B. Since the execution of the 1996 Interlocal Agreement, the Authority has acquired a tract of land located adjacent to the Toll Tunnel and Addison Airport and described and depicted in Exhibit 3 attached hereto (the "Adjacent Land").

C. For the consideration set forth in paragraphs D and E of this Section II, as well as for the granting of the fully paid and irrevocable right and license provided in paragraph C of Section I, the Authority agrees to convey to Addison, free and clear from all leases, liens, encumbrances, and other rights, except such as may be deemed acceptable to Addison, and in a form reasonably acceptable to Addison, good and marketable fee title to the Adjacent Land (but in no event including any Toll Tunnel right-of-way). Such conveyance shall occur on or before December 31, 1999.

D. From and after the date of the conveyance of the Adjacent Land by the Authority to Addison, the Authority shall have no duty or obligation to construct the Kellway Circle Connection, and all related obligations of the Authority regarding Kellway Circle and/or Dooley Road as described in Section II.B of the 1996 Interlocal Agreement shall be deemed satisfied.

E. The Authority may elect to construct an additional two-lane toll tunnel at the Addison Airport immediately adjacent to the Toll Tunnel. If the Authority (1)(a) elects to construct the additional two-lane toll tunnel, or (b) makes a bona fide determination that, in order to protect the integrity of the Toll Tunnel and the public health, safety and welfare, significant

#5
Document what's in the easement

repairs to the Toll Tunnel are required and the Addison City Engineer reasonably concurs with such determination, (2) has conveyed the Adjacent Land to Addison as described in paragraph C of this Section II, and (3) gives Addison not less than 120 days notice of such proposed construction or need for significant repairs. Addison shall provide to the Authority a construction staging area for such construction or repairs comprising at least 65,000 square feet within a reasonable distance (not greater than one-half mile) from the area of actual construction of the additional toll tunnel or repairs.

III. GENERATOR.

Addison agrees to provide to the Authority an easement as described and depicted in Exhibit 4 attached hereto in order to allow the Authority to locate thereon certain electrical equipment which is necessary to operate and maintain the Toll Tunnel. Such equipment is described in Exhibit 5 attached hereto.

IV. **NOTICES.** Where the terms of this Agreement require that notice in writing be provided, such notice shall be deemed delivered three (3) days following the deposit of the notice in the United States mail, postage prepaid, and sent by certified mail, return receipt requested and properly addressed as follows:

To Addison:

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

Attn: City Manager

To the Authority:

P. O. Box 190369
Dallas, Texas 75219

Attn: Executive Director

V. **INCORPORATION OF RECITALS; EXHIBITS.** The recitals set forth herein are intended, and are hereby deemed, to be a part of this Agreement. The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

VI. **SEVERABILITY.** If any clause, paragraph, section or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph or portion had not been in the Agreement initially.

VII. **AUTHORITY TO EXECUTE.** 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.

VIII. **THE 1996 INTERLOCAL AGREEMENT.** Except as expressly modified and amended hereby, the 1996 Interlocal Agreement shall remain in full force and effect as originally written.

EXECUTED at Dallas County, Texas on the day and year first written above.

TOWN OF ADDISON, TEXAS

**NORTH TEXAS TOLLWAY
AUTHORITY**

By: _____
Ron Whitehead, City Manager

By: _____
Jerry N. Hiebert, Executive Director

ATTEST:

By: _____
Carmen Moran, City Secretary

6731848276:DALLAS:599069.3

AGUIRRE CORPORATION
210 W 6TH STREET SUITE 1404
FT WORTH TX 76102
FAX 817 877 5261
PHONE 817 877 5260



THE CAN-DO SPIRIT THAT GETS THE JOB DONE

October 7, 1999

Mr Jeff Markiewicz
PO Box 9010
16801 Westgrove Drive
Addison, TX 75001-9010

**Re: CCTV and Audio from Addison Tunnel
AGUIRRE Project Number 1020908900**

Jeff:

We are pleased to report that we have been able to reduce to approximate cost of this project to within reach of your budget. The first design provided you with communications to the tunnel emergency telephones and hardware control over the toll-plaza pan-tilt cameras through the fiber optic network. This capability was not in our original proposal and has been removed from our design resulting in significant cost reductions.

The system is being revised to provide only color video over two color video monitors per our original scope of work. A video multiplexer will be provided at the toll-plaza and will provide a quad picture on one of the monitors at the Emergency Dispatch Center. A feed from the Alarm monitor located at the toll plaza will also be provided for viewing on the Alarm monitor at the Emergency Dispatch Center. The emergency dispatch center will not have any control over the toll plaza cameras. The approximate cost of this system will be \$17,068.00.

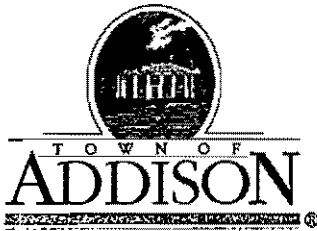
In order to receive calls from the emergency telephones located in the tunnel, the special equipment indicated in our previous submittal will need to be installed.

We are ready to proceed with the redesign of the system, but need your authorization to proceed. After you review this letter, please call to discuss these proposed changes.

Sincerely,
AGUIRREcorporation

A handwritten signature in black ink, appearing to read "Richard Dickerson". The signature is fluid and cursive.

Richard Dickerson, PE
Associate



PUBLIC WORKS DEPARTMENT

Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

16801 Westgrove

September 22, 1999

Mr. Frost E. Gardner, P.E.
Aguirre Corporation
12700 Central Drive, Floor 15
Dallas, Texas 75251

Re: Addison Emergency Dispatch Room, Tunnel CCTV and Emergency Phone System

Dear Mr. Gardner:

Thank you for your continued support in moving this project forward. The Town of Addison has serious concerns about the design and is requesting an answer in writing to address them.

The Town received Aguirre's proposal dated February 5, 1999 to provide plans and specifications for the CCTV equipment that would be installed in the Addison Police Department Dispatch Center. In March 1999, we requested a preliminary list of equipment and estimated costs. On March 9, 1999 Bob Chasey from your office faxed a response listing the proposed equipment and a cost estimate of \$10,000. Based on that amount, we created an interlocal agreement with the North Texas Tollway Authority (NTTA) to share the cost of the project.

When Lea Dunn, Deputy City Manager, signed the proposal on May 11, 1999, we expected the work to begin immediately as stated in the proposal, and finish within fourteen (14) working days. Much to our surprise we received a design for the referenced project dated September 15, 1999 with a new estimated cost of \$70,000. I am sure you can understand our dismay at the \$60,000 increase, and understand why we find this unacceptable.

I respectfully request that Aguirre Corporation promptly provide an explanation to the great discrepancies in costs, and if necessary redesign the project to match our original proposal. I appreciate your immediate attention to this matter, and look forward to your response. Please call me if you have any questions, or need additional information.

Sincerely,

Jeff Markiewicz
Project Manager

cc: Lea Dunn, Deputy City Manager

DONALD A,

JONES

ATA

Senior Project
Manager

AGUIRRE CORPORATION
210 W 6TH STREET SUITE 1404
FT WORTH TX 76102
FAX 817 877 5261
PHONE 817 877 5260



THE CAN-DO SPIRIT THAT GETS THE JOB DONE

September 15, 1999

Mr. Jeff Markowitz
Town of Addison
P.O. Box 9010
Addison, TX 75001-9010

**RE: Addison Emergency Dispatch Room
Tunnel CCTV and Emergency Phone System
Aguirre Project 1020908900**


Mr. Markowitz:

Attached are three copies of the CCTV/audio system design for the Addison Police Department Emergency Dispatch Center for your review. A project estimate has also been provided.

The design submitted reflects our understanding of all the requirements requested by the Police Department. The attached letter from our consultant, C. H. Guernsey, details these requirements. Complete component integration is required to interface with the equipment located at the Addison Tunnell Toll Plaza; therefore, we recommend that the City utilize SecureNet, Inc., the Addison Tunnel Security Contractor, to ease installation and warranty issues.

After reviewing the drawings and estimates, if you have questions, please call me at 817-877-5260. When you are ready to send the drawings out for bid, we can provide you with a reproducible set, and a copy of the CAD files on CD Rom.

Sincerely,
AGUIRREcorporation



Richard Dickerson, PE
Associate

Attachments

CC: Frost Gardner
File

September 9, 1999



C.H. GUERNSEY & COMPANY
Engineers • Architects • Consultants

Mr. Richard Dickerson
Aguirre, Inc.
210 West 6th, Suite 1401
Fort Worth, Texas 76137

Dear Richard:

Enclosed please find three copies of the CCTV/audio system design for the Addison Police Department. A project estimate has also been included for your review.

The CCTV/audio system design is based upon the scope of work and our understanding of the system requirements as expressed in our meeting on June 22, 1999. A site visit was made to the Addison Police Department where representatives from Aguirre, The Addison Police Department and C.H. Guernsey & Company met to discuss the requirements of the proposed system. System functions include the following:

- ◆ Capability to view all video cameras located in the Addison Tunnel and at the Toll Plaza.
- ◆ Control of pan/tilt /zoom video domes at the Toll Plaza.
- ◆ Receive duress alarm from the Toll Plaza.
- ◆ Video switching control.
- ◆ Audio interface with the telephone call boxes located in the Addison Tunnel.

As shown in the one line diagram provided in the drawing package, the system as designed utilizes four of the six available fibers leaving two spares. The fibers are being utilized in the following manner:

- ◆ Transmission of alarm output from apC access control panel.
- ◆ Transmission of 16 multiplexed video signals.
- ◆ Transmission of 4 multiplexed video and 1 RS232 duplex data signal.
- ◆ Transmission of audio signal.

Each video, audio, data, and alarm signals required for the specified functions at the Addison Police Department are received from the Addison Toll Plaza and transmitted, via the existing fiber backbone, from the Toll Plaza to the Emergency Dispatch Center (EDC). Each signal is received by the respective fiber modem and is directed to the proper equipment located

5555 North Grand Boulevard
Oklahoma City, OK 73112-33
405-416-3100
Fax 405-416-8111

Carl Stover, PE
Pat Carroll, AIA
Sunas Patwardhan, PE
Stan Rankin, PE
Michael Moore, PE

in the Communications Room at the EDC. From this point, the video signals are routed to the video matrix, which in turn directs the desired video to the quad unit. From here the video signal is passed to the monitors. The audio is terminated to a designated telephone number on the punch down block; the alarm signal is terminated at the video matrix alarm input panel and the data signal terminates at the video matrix. The ADTT keyboard controls video and the PTZ domes at the Toll Plaza through the video matrix.

To accomplish providing the functionality as specified, component integration will be required at the Addison Police Department and with existing equipment at the Toll Plaza. The specified equipment as shown on the drawings is fully compatible with the devices previously installed at the Toll Plaza. Due to the fact that the installation contractor will be required to interconnect existing devices with new components, we would strongly recommend this project utilize the same contractor that is currently installing the Tollway equipment to ease integration and warranty issues.

Should you have any questions or desire additional information, please do not hesitate to call. We appreciate the opportunity to work with you on this project and would welcome any future occasions where we could be of service.

Sincerely,

C.H. GUERNSEY & COMPANY



Mark Sever
Project Manager
Security Consulting Group
msever@chguernsey.com

Addison EDR
CCTV and Audio
Cost Estimate

<i>Equipment</i>	<i>Quantity</i>	<i>Estimated Equipment Price</i>	<i>Estimated Total Unit Price</i>
AD2150 Video Matrix w/ ADTT Keypad controller	1	\$ 2,995.00	\$ 2,995.00
ADULP - Looping Panel	1	\$ 395.00	\$ 395.00
AD2096 Alarm Interface	1	\$ 995.00	\$ 995.00
Robot MV77 Color Quad	1	\$ 955.00	\$ 955.00
Sony 20" Color Video Monitor	2	\$ 955.00	\$ 1,910.00
IFS VT16030-R3	1	\$ 12,000.00	\$ 12,000.00
IFS VR16030-R3	1	\$ 12,000.00	\$ 12,000.00
IFS VT5030DRDT-R3	1	\$ 4,875.00	\$ 4,875.00
IFS VR5030DRDT-R3	1	\$ 4,875.00	\$ 4,875.00
IFS DT1810 w/Power Supply	1	\$ 600.00	\$ 600.00
IFS DR1810 w/Power Supply	1	\$ 600.00	\$ 600.00
Opticom DTDC-2 Audio Rack	2	\$ 385.00	\$ 770.00
Opticom TP500/XMT Audio Modem	1	\$ 1,765.00	\$ 1,765.00
Opticom TP500/R Audio Modem	1	\$ 1,765.00	\$ 1,765.00
Opticom Power Supply	2	\$ 56.00	\$ 112.00
Winsted 19" rack w/ Locking Door	1	\$ 745.00	\$ 745.00
Installation Hardware	1	\$ 750.00	\$ 750.00

*Estimated
Total
Equipment
Price*
\$ 48,107.00

*Estimated
Labor*
\$ 21,648.00

*Estimated
Price -
Equipment
and Labor*
\$ 69,755.00

Jeffrey Markiewicz

From: John Baumgartner
Sent: Wednesday, August 04, 1999 8:59 AM
To: Jeffrey Markiewicz
Subject: FW: Toll Tunnel Agreement

What do you remember?

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

From: Lea Dunn
Sent: Wednesday, August 04, 1999 8:48 AM
To: 'HILL, JOHN'; 'fstevenson@lockeliddell.com'
Cc: Lea Dunn; John Baumgartner; DIPPEL, KEN
Subject: RE: Toll Tunnel Agreement

John B.,

It was my understanding that the Town was responsible for securing some of the exhibits and that Jeff was working on those. Would you please follow up with Jeff to see where we are on those exhibits. Thanks,
Lea

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

From: HILL, JOHN [mailto:jhill@cowlesthompson.com]
Sent: Wednesday, August 04, 1999 7:57 AM
To: 'fstevenson@lockeliddell.com'
Cc: Lea Dunn (E-mail); John Baumgartner (E-mail); DIPPEL, KEN
Subject: Toll Tunnel Agreement

Frank--The only change we have to the draft of the Interlocal Agreement which you provided is to Section I.B.2.(b)--the second sentence should include the word "be" between the words "shall" and "paid".

We need to attach the following exhibits to the Agreement:

Exhibit 1 - A description of the video and other equipment to be installed

DONE

in the Addison Dispatch Center

Exhibit 2 - The route (from the toll tunnel to the DPS Keller Springs Road

B+R HAS

station) for the fiber optic cable which will allow the Department of Public

Safety to monitor activity in the toll tunnel

Exhibit 3 - Legal description of the real property identified as the "Adjacent Land" located next to the tunnel and owned by the Tollway Authority

NTTA?

Exhibit 4 - Description of an easement area to be granted by Addison agrees

NTTA?

to the Tollway Authority to allow the Authority to locate on the easement

area certain electrical equipment necessary to operate and maintain the toll tunnel

Exhibit 5 - The electrical equipment to be placed and located on the easement area described in Exhibit 4

When you return from out of town, please give me a call so that we can finalize the Agreement.

I CAN CREATE.

Thanks.

John Hill

Post-it® Fax Note	7671	Date	5/11/97	# of pages	2
To	JEFF MARKIEWICZ	From	Bill Leech		
Co./Dept.	ADDISON	Co.	B+R		
Phone #	972-450-2860	Phone #	972-267-2112		
Fax #	972-450-2837	Fax #	972-267-2113		

Gibbs Hilton Flow Tu
 Is this what you are
 looking for
 primary:
 12.5KV TO 480V/227VOLT

TRANSFORMER
 12.5KV → 480V/227V

MATERIALS LIST

ELECTRIC GENERATING SYSTEM

1 - SPF Model 500GTA28-6S-10 Natural Gas Engine Driven Electric Plant, 500 kW, 625 KVA @ .8 PF, 480 VAC, 3 Phase, 4 Wire, 60 Hertz for Continuous Standby Service.

NATURAL GAS ENGINE (GTA28)

Design:

- A. 770 BHP Minimum @ 1800 RPM
- B. 1710 Cubic Inch Displacement
- C. Compression Ratio 10 to 1
- D. Four-Cycle, 12-Cylinder
- Replaceable Valve Seat Inserts
- Replaceable Wet Cylinder Liners

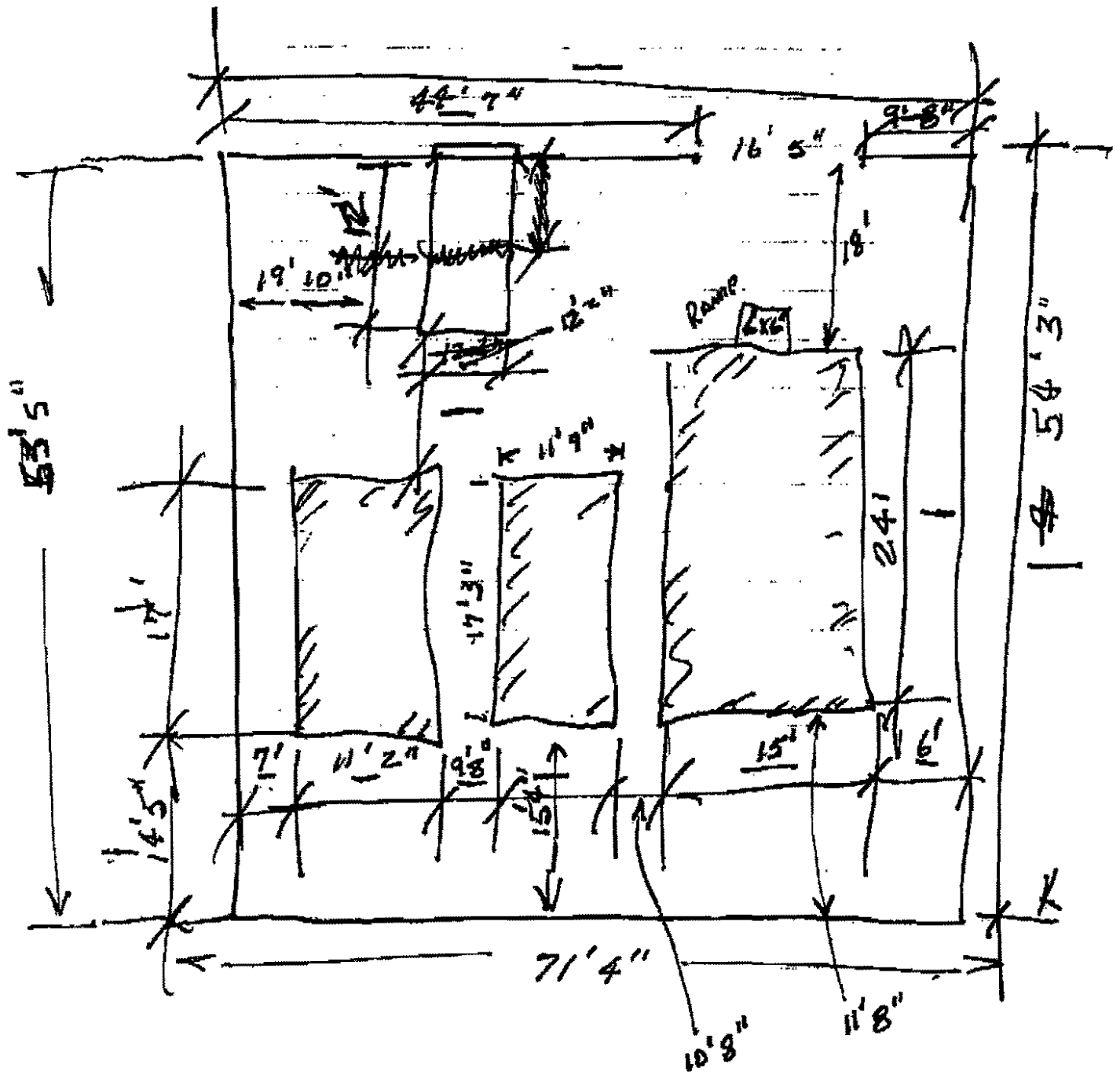
Natural Gas Carburetor
 Element Air Cleaner
 Combustion Air Required -936 CFM
 Automatic Choke
 Average Full Load Consumption 6628 Cu.Ft./Hr.
 Secondary Regulator

- Radiator Cooled
- Antifreeze System Capacity 42 Gallons
- C. Self Sealing Prelubricated Coolant Pump, Capacity 214 GPM
- D. Belt Driven Pusher Fan; Cooling Air Volume 6000 CFM
- E. Thermostat Temperature Control
- F. High Coolant Temperature Shutdown
- H. Engine Jacket Water Heater -230 VAC, 1 Phase, 8000 Watts
- I. Heat Rejection to Coolant 34573 BTU/min.

Governor:

- A. Electronic Governor
- B. Speed Regulation 1/4
- C. Automatic Overspeed Shutdown

**Grows 9-4-82*
McBride
Long Shots
10/101 Addition Rd



AGUIRRE CORPORATION
12700 PARK CENTRAL DR FLOOR 15
DALLAS TEXAS 75251
FAX 972 788 1583
PHONE 972 788 1508



THE CAN-DO SPIRIT THAT GETS THE JOB DONE

February 5, 1999

Mr. Jeff Markiewicz
Project Manager
Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001-9010

Re: Interface with the Fiber-Optic Backbone from Addison Airport Tunnel

Dear Jeff:

This proposal was requested to cover the specification of CCTV equipment that would be installed in the Addison Police Dispatch Department. The equipment may consist of monitors, keyboards, speakers and video/audio control equipment; and existing console space may be utilized. This equipment (to be purchased and installed by the Dispatch Department) would allow dispatch personnel to monitor emergencies in the Addison Airport Tunnel and supporting Toll Plaza, and have police and fire department personnel respond to those emergencies under an agreement with the North Texas Tollway Authority (NTTA).

We propose to begin with a kick-off meeting/site visit and to provide submittal of our final documentation for review. Our documentation should consist of less than ten drawings of a size that you would specify, with supporting specification information placed directly on the drawings.

We propose that our compensation be \$9795.00, including our security consultant.

We hope that this proposal will meet with your approval. We are prepared to begin our work immediately, knowing that the opening date for the Addison Airport Tunnel is 2/17/99, and estimate a fourteen (14) working day schedule for the project.

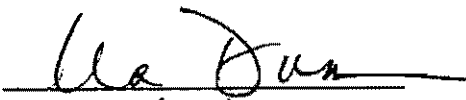
If you have any questions, please call me.

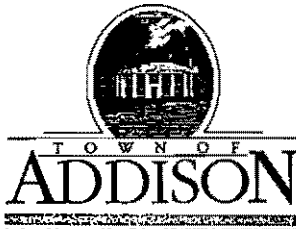
Respectfully,

AGUIRREcorporation


Frost E. Gardner, PE
Sr. Vice President

Approved by
Town of Addison


5/11/99



OFFICE OF THE CITY MANAGER

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

November 10, 1999

Mr. John Hill
Cowles & Thompson
901 Main Street, Suite 4000
Dallas, Texas 75202

Re: Interlocal Agreement with the North Texas Tollway Authority (NTTA)

Dear John:

Thank you for your continued patience during this process. It has been the Town's goal to resolve the outstanding issues, and finish the interlocal agreement. I have been waiting for the NTTA to provide the requested information to complete the agreements for several months, and have been unable to secure the remaining exhibits from them.

For your records, I have done the following to obtain these documents:

Exhibit 1 - A description of the video and other equipment to be installed. I have obtained a letter from Aguirre Corporation (enclosed) listing all the equipment. This letter will resolve any outstanding items for Exhibit 1.

Exhibit 2 - The route (from the toll tunnel to the DPS Keller Springs Road station) for the fiber optic cable which will allow the Department of Public Safety to monitor activity in the toll tunnel. The existing plans have been modified during construction in a number of locations. Jim Pace, Director of Maintenance with NTTA will revise the plans and provide an accurate description. These plans will then resolve Exhibit 2.

Exhibit 3 - Legal description of the real property identified as the "Adjacent Land" located next to the tunnel and owned by the Tollway Authority. Mark Bouma with NTTA has been working on this for several months, with no tangible results.

Exhibit 4 - Description of easement area to be granted by Addison agrees to the Tollway Authority to allow the Authority to locate on the easement area certain electrical equipment necessary to operate and maintain the toll tunnel. Mark Bouma has also been working on this for several months.

Mr. John Hill
November 10, 1999
Page Two

Exhibit 5 - The electrical equipment to be placed and located on the easement area described in Exhibit 4. Within this area there is an electrical transformer and two (2) 500 kilowatt generators powered by natural gas. This tunnel electrical equipment has been placed adjacent to an existing airport electrical structure. All four (4) of these items are enclosed in the same fence. Attached is an exhibit that shows this area. This should resolve Exhibit 5.

I have done everything in my power to secure these documents to finalize the interlocal agreement. Unfortunately, the sense of urgency to complete this agreement is not felt as strongly by the other parties involved. Perhaps a letter from counsel would be effective. Please call me if I can be of further assistance in this matter, and thank you again for your patience.

Sincerely,



Jeff Markiewicz
Project Manager

Attachments

cc: Lea Dunn

Exhibit 1

FAX TRANSMITTAL

AGUIRRE CORPORATION
12700 PARK CENTRAL DR FLOOR 15
DALLAS TEXAS 75251
FAX 972 788 1583
PHONE 972 788 1508



THE CAN-DO SPIRIT THAT GETS THE JOB DONE

DATE / TIME: 03/09/99 10:07 AM
DELIVER TO: Jeff Markiewicz
AFFILIATION: Town of Addison
FROM: Bob Chasey

PROJ. NO.: 1020702603 DNT-269
PROJ. NAME: TTA/TOLLPLZ/CONTD
FAX NO.: 972-450-2837

There will be 0 pages following this sheet.

COMMENTS:

Jeff, below is a preliminary list of the equipment that may need to be installed in your police dispatch area to allow them to be connected to the Addison Fiber-Optic Backbone and be able to respond to emergencies in the new Addison Tunnel.

- 1.0 2 – 21" color monitors with ceiling mounts
- 2.0 1 – CCTV keyboard
- 3.0 2 – Fiber-Optic Transceiver Units
- 4.0 1 – CCTV control data signal transceiver
- 5.0 1 – Fiber-Optic Rack Mount Unit (with a power supply)
- 6.0 1 – 16 channel quad multiplexer with alarm input
- 7.0 1 – Audio Preamp
- 8.0 1 – Switcher / follower unit
- 9.0 1 – Lot of signal and control wiring

We believe that this equipment should cost approximately \$10,000.

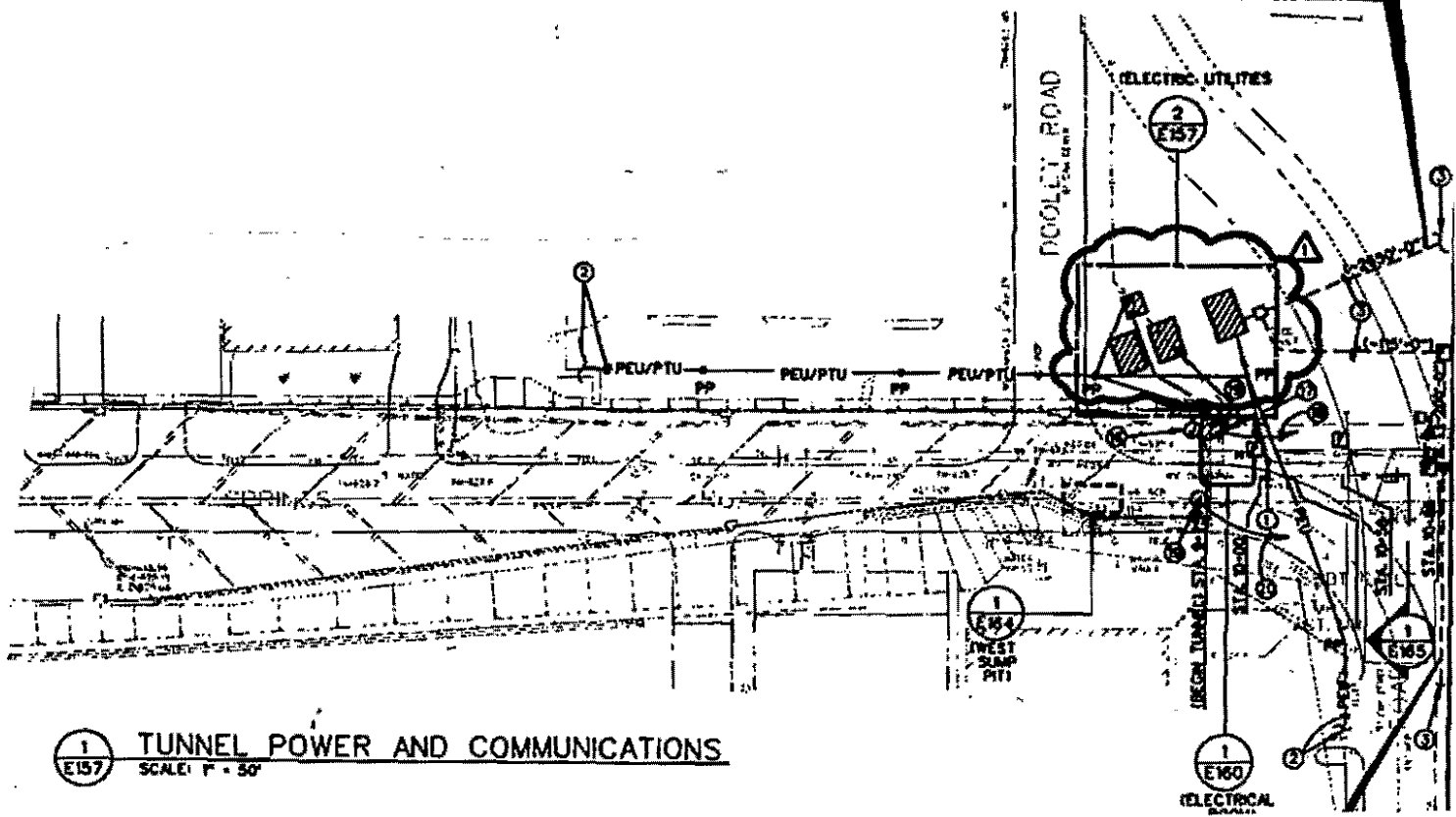
Please understand the following issues:

1. Whoever you work with on this system needs to design and guarantee a system that works, the way you want it.
2. We feel that we should be paid to come up with the above list of equipment and that it may not be a complete list. The list will only be finalized after the entire system is designed by an experienced "security consultant".

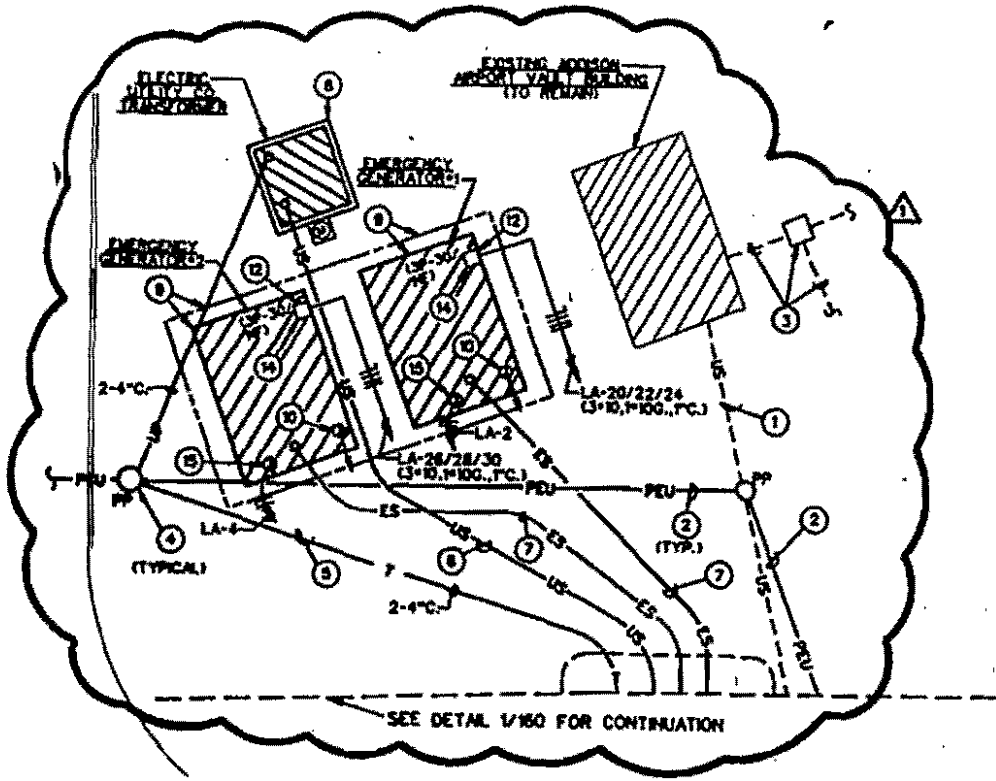
If transmission is incomplete or unclear, please call me at (972) 789-2664.

ORIGINAL TO FOLLOW VIA: n/a

Exhibit 5



1 TUNNEL POWER AND COMMUNICATIONS
E157 SCALE: F = 50'



AGUIRRE CORPORATION
12700 PARK CENTRAL DR FLOOR 15
DALLAS TEXAS 75251
FAX 972 788 1583
PHONE 972 788 1508



THE CAN-DO SPIRIT THAT GETS THE JOB DONE

February 5, 1999

Mr. Jeff Markiewicz
Project Manager
Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001-9010

Re: Interface with the Fiber-Optic Backbone from Addison Airport Tunnel

Dear Jeff:

This proposal was requested to cover the specification of CCTV equipment that would be installed in the Addison Police Dispatch Department. The equipment may consist of monitors, keyboards, speakers and video/audio control equipment; and existing console space may be utilized. This equipment (to be purchased and installed by the Dispatch Department) would allow dispatch personnel to monitor emergencies in the Addison Airport Tunnel and supporting Toll Plaza, and have police and fire department personnel respond to those emergencies under an agreement with the North Texas Tollway Authority (NTTA).

We propose to begin with a kick-off meeting/site visit and to provide submittal of our final documentation for review. Our documentation should consist of less than ten drawings of a size that you would specify, with supporting specification information placed directly on the drawings.

We propose that our compensation be \$9795.00, including our security consultant.

We hope that this proposal will meet with your approval. We are prepared to begin our work immediately, knowing that the opening date for the Addison Airport Tunnel is 2/17/99, and estimate a fourteen (14) working day schedule for the project.

If you have any questions, please call me.

Respectfully,

Approved by
Town of Addison

AGUIRREcorporation


Frost E. Gardner, PE
Sr. Vice President

AGUIRREcorporation
PROJECT PRE-PLAN WORKSHEET

Proposal Date:
 Prepared By:

2/5/99
 Bob Chasey

PROJECT: Addison Police Dispatch Dept. - Tunnel Monitoring Equip.

LABOR EFFORT: Responsibility: by Employee Class Code	Number of Hrs.	Aguirre Bill Rate		Labor Effort
ACT: Accounting Staff	0 x	45.00	=	\$0.00
CNT: Controller	0 x	75.00	=	\$0.00
AD1: Admin Staff - Level 1	0 x	35.00	=	\$0.00
AD2: Admin Staff - Level 2	0 x	45.00	=	\$0.00
HRS: Human Resources Director	0 x	55.00	=	\$0.00
CAD: CADD Technician	5 x	55.00	=	\$275.00
CEO: Chief Executive Officer	0 x	150.00	=	\$0.00
CM: Construction Manager	0 x	90.00	=	\$0.00
CP1: Computer Maintenance - Level 1	0 x	40.00	=	\$0.00
CP2: Computer Maintenance - Level 2	0 x	75.00	=	\$0.00
CON: Contracting	0 x	95.00	=	\$0.00
DIR: Technical Director	0 x	105.00	=	\$0.00
DLA: Design Lead Architect	0 x	90.00	=	\$0.00
DOC: Document Control	0 x	70.00	=	\$0.00
EI1: Engineer Intern - Level 1	0 x	50.00	=	\$0.00
EI2: Engineer Intern - Level 2	0 x	65.00	=	\$0.00
EE: Electrical Engineer	0 x	85.00	=	\$0.00
ELE: Electrical Lead Engineer	9 x	100.00	=	\$900.00
IA1: Intern Architect - Level 1	0 x	45.00	=	\$0.00
IA2: Intern Architect - Level 2	0 x	60.00	=	\$0.00
ME: Mechanical Engineer	0 x	80.00	=	\$0.00
MK1: Sales-Marketer/Coordinator - Level 1	0 x	60.00	=	\$0.00
MK2: Sales-Marketer/Coordinator - Level 2	0 x	85.00	=	\$0.00
MLE: Mechanical Lead Engineer	0 x	100.00	=	\$0.00
PA1: Project Architect - Level 1	0 x	65.00	=	\$0.00
PA2: Project Architect - Level 2	0 x	80.00	=	\$0.00
PC: Project Coordinator	0 x	55.00	=	\$0.00
PL: Production Leader	0 x	110.00	=	\$0.00
PM1: Project Manager - Level 1	9 x	75.00	=	\$675.00
PM2: Project Manager - Level 2	0 x	95.00	=	\$0.00
PRG: Programmer	0 x	65.00	=	\$0.00
SPM: Senior Project Manager	0 x	105.00	=	\$0.00
SPW: Specifications Writer	0 x	80.00	=	\$0.00
SVP: Senior Vice President	0 x	135.00	=	\$0.00
VP: Vice President	0 x	135.00	=	\$0.00
CE: Civil Engineer	0 x	80.00	=	\$0.00
CLE: Civil Lead Engineer	0 x	90.00	=	\$0.00
SE: Structural Engineer	0 x	80.00	=	\$0.00
SLE: Structural Lead Engineer	0 x	90.00	=	\$0.00
EST: Cost Estimator	0 x	75.00	=	\$0.00
SP: Space Planner	0 x	50.00	=	\$0.00
SSP: Senior Space Planner	0 x	50.00	=	\$0.00
ES: Environmental Scientist	0 x	80.00	=	\$0.00
TW: Technical Writer	0 x	55.00	=	\$0.00
CL: Secretaries/Clerical	0 x	35.00	=	\$0.00
Subtotal Labor Effort (LE)		23	=	\$1,850.00
EXPENSE EFFORT:		EXPENSE		
	ACTUAL COST	MULTIPLIER		
a. Reproduction	\$88.00	x 1.00	=	\$88.00
b. Travel	\$0.00	x 1.00	=	\$0.00
c. Miscellaneous	\$0.00	x 1.00	=	\$0.00
Subtotal Exp Effort (EE)			=	\$88.00
CONSULTANTS: (attach pricing proposals for all consultants)				
Security Consultant			=	\$7,857.00
Subtotal			=	\$7,857.00

PROJECTED CONTRACT VALUE:

[including consultants]

\$9,795.00

Fee Proposal
Addison Police Department Emergency Dispatch Room
0

<i>Task</i>		<i>Labor</i>	<i>Materials</i>	<i>Travel</i>	<i>Other/Misc</i>	<i>Total</i>
TASK	Kick-Off Meeting	\$1,140	50	\$325	\$25	\$1,490
TASK	Draft Submittal Preparation	3,668	56	0	75	3,799
TASK	Final Submittal Preparation	2,032	461	0	75	2,568

T

7857

Per Randy Nason, P.
C.H. Guernsey & Co.
Our Consultant



NORTH TEXAS TOLLWAY AUTHORITY

3015 RALEIGH STREET P.O. BOX 190369
DALLAS, TEXAS 75219
PHONE 214/522-6200 FAX 214/528-4826

RECEIVED

AUG 17 1998

ASSISTANT
CITY MANAGER

August 12, 1998

Town of Addison
P.O. Box 144
Addison, Texas 75001-0144

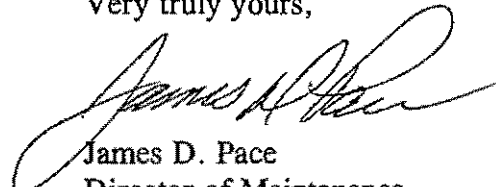
Attn: Ms. Lea Dunn
Assistant City Manager

Dear Ms. Dunn:

As promised in our last meeting, please find enclosed a copy of the design report for the radio communications system for the Addison Toll Tunnel Project. The fiber optic backbone project has not progressed to the degree that plans are available at this time, however, as soon as they are received a copy will be forwarded to you.

Should you have any questions, please feel free to call the undersigned at (214) 522-6200.

Very truly yours,



James D. Pace
Director of Maintenance

Enclosure

cc: Wayne Ginn
Dr. Ron Holder

nlg

JERE W. THOMPSON, JR., CHAIRMAN ♦ ♦ ♦ ♦ DONNA R. PARKER, VICE CHAIRMAN
DAVID D. BLAIR, JR. ♦ DONALD D. DILLARD ♦ THE HONORABLE RON HARRIS
THE HONORABLE LEE JACKSON ♦ KAY WALLS ♦ KIRK WILSON ♦ LEAH RAY S. WROTEN
JAMES McCARLEY, ACTING EXECUTIVE DIRECTOR ♦ JIMMIE G. NEWTON, SECRETARY ♦ SUSAN A. BUSE, TREASURER

A POLITICAL SUBDIVISION OF THE STATE OF TEXAS

***DESIGN REPORT
FOR THE
RADIO COMMUNICATIONS SYSTEM
NORTH TEXAS TOLLWAY AUTHORITY
ADDISON AIRPORT TUNNEL PROJECT***

July 29, 1998

By

Danny Ray Boyer, President

**Central Communications & Electronics, Inc.
103 East Pioneer Drive
Irving, Texas 75061
(972) 579-9954**

Central Communications & Electronics, Inc.
103 East Pioneer Drive
Irving, Texas 75061
(972) 579-9954

July 29, 1998

Mr. Jim Griffin
North Texas Tollway Authority
P.O. Box 190369
Dallas, Texas 75219

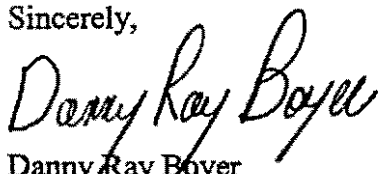
Dear Mr. Griffin:

This letter and attached documentation is submitted referenced our conversations concerning the design and installation of appropriate communications equipment, antennas and cabling that will provide communications throughout the North Texas Tollway Authority's new tunnel, which is being constructed under Addison Airport.

As described in the documentation, the system was designed to provide good "inbound" and "outbound" communications within the tunnel for the North Texas Tollway Authority and the Texas Department of Public Safety VHF radio systems and the City of Addison's radios operating on 800 Mhz.

Feel free to call if you have any questions.

Sincerely,



Danny Ray Boyer
President

DRB/cmp

NORTH TEXAS TOLLWAY AUTHORITY ADDISON AIRPORT TUNNEL PROJECT

I. OBJECTIVE AND SCOPE OF PROJECT

The objective and scope in the design of this project is to provide communications for several state and local governmental entities that will be conducting normal day to day activities and providing emergency services within the interior of the North Texas Tollway Authority's new Addison Airport tunnel.

This type of system is generally referred to as an "in-band" type signal booster system which will provide extended coverage of one or more existing fixed radio systems. "In-band" signal boosters are permitted under current FCC rules and regulations, provided that they do not extend the normal signal coverage area of the licensed fixed radio systems, but are used to "fill in" weak signal areas within the radio system's existing coverage.

Due to the low power output and the restricted radiation characteristics of the smaller size antennas on hand-held or portable radios, generally speaking, this type of radio has the most difficult time communicating within the interior of a tunnel. In the design of the "in-band" signal booster system for the Addison Airport tunnel, particular attention has been paid to ensure that adequate coverage will be obtained throughout the tunnel - both to and from portable radios that currently operate on the frequencies listed in Section III of this report.

II. RADIO SYSTEMS TO BE PROVIDED COVERAGE WITHIN THE ADDISON AIRPORT TUNNEL

Engineering has been performed to provide coverage for the following governmental entities within the tunnel.

North Texas Tollway Authority - (Tollway Repeater)
Texas Department of Public Safety - (DPS Tollway Repeater)
City of Addison - (800 Mhz Trunked Radio System)

Both the North Texas Tollway Authority and the Texas Department of Public Safety operate "duplex" type radio repeaters on frequencies within the 150-160 Mhz band. The City of Addison's radio system operates on duplex "trunked" radio frequencies within the 806 to 866 Mhz band.

The City of Addison leases radio system infrastructure from and actually utilizes an 800 Mhz trunked radio system owned and provided by the City of Carrollton. The City of Addison provides their own mobile and portable radios, while the City of Carrollton provides the "fixed infrastructure" radio equipment which consists of 10 ea. - 800 Mhz repeaters located at a City of Carrollton water tower.

Carrollton's trunked 800 Mhz repeaters are used by the City of Carrollton and the City of Farmers Branch, as well as by the City of Addison. By default, both the Cities of Carrollton and Farmers Branch will automatically have 800 Mhz radio coverage within the tunnel in the event that assistance is requested from those cities in an emergency situation.

III. TECHNICAL DATA UTILIZED

A. The approximate dimensions of the tunnel that we have utilized for the radio propagation calculations within the tunnel are as follows:

Length - 1650 feet
Width - 35 feet
Height - 25 feet

B. The following frequencies were used in the design of the radio system:

North Texas Tollway Authority - - -	-151.1300 Mhz	(Mobiles/Portables to Repeater)
	157.3500 Mhz	(Repeater to Mobiles/Portables)
Texas Department of Public Safety - -	154.6950 Mhz	(Mobiles/Portables to Repeater)
	155.4450 Mhz	(Repeater to Mobiles/Portables)
City of Addison/Carrollton - - - - -	856.2625 Mhz	(Repeater to Mobiles/Portables)
	857.2625 Mhz	"
	858.2625 Mhz	"
	859.2625 Mhz	"
	860.2625 Mhz	"
	856.7625 Mhz	"
	857.7625 Mhz	"
	858.7625 Mhz	"
	859.7625 Mhz	"
	860.7625 Mhz	"
	811.2625 Mhz	(Mobiles/Portable to Repeater)
	812.2625 Mhz	"
	813.2625 Mhz	"
	814.2625 Mhz	"
	815.2625 Mhz	"
	811.7625 Mhz	"
	812.7625 Mhz	"
	813.7625 Mhz	"
	814.7625 Mhz	"
	815.7625 Mhz	"

IV. ATTACHMENTS

Attachment #2 reflects a block diagram drawing of the major components of the overall "in-band" VHF and 800 Mhz signal booster system.

Attachment #3 details the results of the proprietary calculations that we performed in the design of the VHF and 800 Mhz "in-band" signal booster system for the Addison tunnel.

V. TECHNICAL DESCRIPTION OF SYSTEM

VHF Operation

The following describes the operation of two pairs of VHF frequencies utilized by the North Texas Tollway Authority and Texas Department of Public Safety.

The "downlink" signals, or signals from the two VHF repeaters that are used by the Tollway and DPS, will be received by a VHF omni-directional antenna mounted atop a monopole installed at grade level near the equipment cabinets. The received signal will be fed to equipment cabinet #1, where it will be filtered, amplified and re-radiated via the 7/8" Radiax cable that will be installed along the wall of the tunnel.

When one or both of the agencies transmit "uplink" signals from mobile or portable radios inside of the tunnel, the signals will be received via the Radiax cable and routed to the same equipment cabinet where the signal will be filtered, amplified and fed to two satellite receivers which will also be installed in the cabinetry. Two telephone line special circuits, Bell Type 423, will be installed from the equipment cabinet to the voting equipment located at the Tollway's North Barrier Plaza.

The electronics within the cabinetry has also been designed to allow mobile and/or portable signals that are received by the VHF omni-directional antenna mounted atop the monopole to be routed to the same two satellite receivers. This design will allow the Tollway and DPS radio frequencies to have extended "uplink" or "inbound" coverage for a several mile radius in the above ground area surrounding the tunnel.

800 Mhz Operation

The following section describes the operation of the 800 Mhz frequencies used by the Cities of Addison, Carrollton and Farmers Branch.

The "downlink" signals, or signals from the 10 ea. - 800 Mhz repeaters, used by Addison, Carrollton and Farmers Branch, will be received by a 800 Mhz directional grid antenna mounted on the northwest side of the monopole. The received signal from the repeaters will also be fed to equipment cabinet #1 where the signals will be filtered, amplified and then radiated into the tunnel via the 7/8" Radiax cable installed along the interior wall.

When the City of Addison or one of the other cities transmit "uplink" or "inbound" signals on 800 Mhz channels from one or more mobile or portable radios within the interior of the tunnel, the signal will be received via the Radiax cable and routed to the equipment cabinet.

Filtering and amplification of the "uplink" signals will take place in the cabinetry and the signal or signals will be directed via the Heliacx cable to the 800 Mhz directional grid antenna mounted on the monopole. This directional antenna has line of sight to the 10 ea. - 800 Mhz repeaters located atop the Carrollton's water tower at 2301 N. Josey Lane.

General Information

The "in-band" signal booster system has been engineered to allow the operation of *all* "downlink" and "uplink" VHF and 800 Mhz frequencies simultaneously. No degrading of communications will occur with transmissions on multiple frequencies by the various users of the system.

Particular emphasis has been placed in the design of the system to provide adequate gain in both the "uplink" and the "downlink" directions, which will provide adequate coverage for those agencies within the tunnel.

In addition to the Bandpass/Bandreject cavity filters installed in the cabinetry for all frequencies involved, which provides a high level of interference rejection, multiple 4 pole VHF crystal filters have also been incorporated in the design to minimize "adjacent channel" interference on the Tollway's and DPS' VHF radio channels.

All equipment will be installed in two stainless steel equipment cabinets specifically designed for outdoor installation. The physical size of each equipment cabinet will be 72" High X 24" Wide X 24" Deep. Breather kits/filter fans and heater assemblies will be included in each cabinet to provide environmental control.

Cabinet #1 will be completely full of filtering and amplification equipment and will not have any excess space. The second cabinet is needed to provide additional space for a minimum of the two 150 Mhz satellite receivers, emergency batteries and charging equipment. Approximately 50% of the space in the second cabinet will be available for future use.

All electronics within each cabinet will normally operate on standard 117 VAC electrical power. In the event of a commercial power outage, emergency batteries will automatically provide emergency power for the amplifiers and VHF satellite receivers. This will ensure that the equipment will operate at all times. Notification will be made to supervisory personnel in the event of an extended commercial AC power failure to the equipment.

The two General Electric 150 Mhz satellite receivers, installed in the second equipment cabinet, will be used to receive the mobile and portable "uplink" signals for the Tollway and DPS VHF radio system.

The 1650 ft run of 7/8" Radiax cable that will be installed along the interior wall of the tunnel is of *Fire Retardant* design to minimize any gassing that may occur in the event of a fire within the tunnel near the Radiax cable. The Radiax cable meets the fire retardancy requirements of the Underwriters Laboratories (UL), National Electric Code (NEC) and the Institute of Electrical and Electronic Engineers (IEEE). This cable also meets the Naval Engineering Standards (NES) requirements for low smoke and low toxicity levels and the cable itself has a non-halogenated jacket.

VI. ITEMS NEEDED BUT NOT INCLUDED IN THIS PROPOSAL

Not included in this proposal is a steel monopole to support the VHF omni-directional and 800 Mhz directional antennas. The height of the monopole needs to be a minimum of 35 ft AGL. Wind load of the two antennas atop the pole is approximately 7.0 sq. feet.

Two special circuits, type 423, will be needed from Southwestern Bell to interconnect the two VHF receivers from the equipment cabinets to the voting and repeater equipment located at the Tollway's North Barrier Plaza.

**NORTH TEXAS TOLLWAY AUTHORITY
ADDISON AIRPORT TUNNEL RADIO PROJECT
EQUIPMENT LIST**

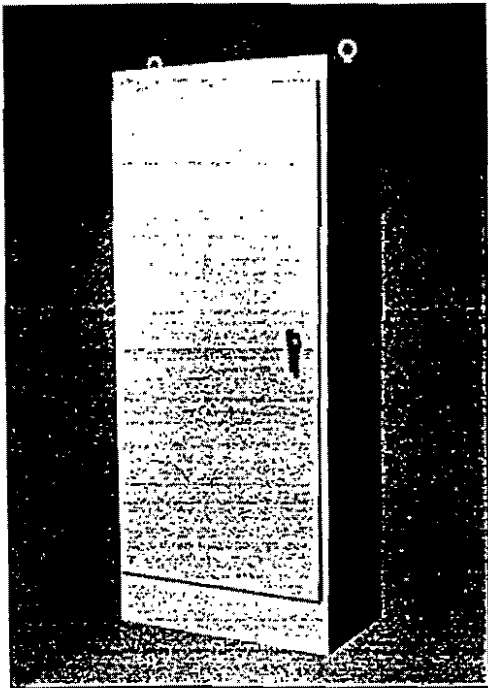
1 ea.	CC-7298A	Custom Designed 150/800 Mhz Bi-Directional Filter/Amplifier, Mounted in Outdoor Stainless Steel Equipment Cabinet - (72" High X 24" Wide X 24" Deep)	\$44,665.00
1 ea.	DB-264	6 DB Gain Omni-Directional VHF Antenna	\$625.50
1 ea.	P7LA48	18 DB, 4 foot parabolic Antenna	\$850.00
100 ft.	LDF5-50	7/8 Heliac Cable (\$5.26 per foot)	\$526.00
1650 ft	RCM5-1- RNT-1	7/8" Fire Retardant Radiac Cable (\$7.57 per foot)	\$12,490.50
4 ea.	L5PNF	7/8" Plated Heliac Connectors (\$76.80 each)	\$307.20
60 pks.	40785-2	Radiac Stainless Steel Hanger Kits (\$24.30 pk)	\$1458.00
60 pks.	209795	Radiac Standoff Kits (\$18.90 pk)	\$1134.00
1 ea.	1418WD- 24-SS- MR-HE	Outdoor Stainless Steel Equipment Cabinet - (72" X 24" X 24")	\$3950.00

EQUIPMENT SUBTOTAL - \$66,006.20

INSTALLATION OF THE ABOVE EQUIPMENT - \$8750.00

TOTAL - \$74,756.20

Single Door Freestanding Enclosures 1418 Series Single or Dual Access



Application

- Designed to house electrical, electronic, hydraulic or pneumatic controls with provision for panel mounting or rack mounting of equipment.
- Provides a degree of protection from falling dirt, dust, oil and water.
- Available with front access only or both front and rear access.
- A variety of inner panels, rack mounting rails and swing out frames are available to provide flexibility in mounting arrangements.

Standards

- NEMA Type 12 and 13
- UL 508 Type 12
- CSA Type 12
- IEC 529, IP65
- EIA RS-310-D

Construction

- Formed 12 gauge steel.
- Smooth, continuously welded seams without knockouts, cutouts or holes.
- Lifting eyes provide for easy enclosure handling.
- Doors are supported with heavy gauge continuous hinges.
- Doors are secured with a three point latch and operated with a key locking automotive type handle.
- Latch rods are equipped with rollers for easier door closing.
- Oil resistant gaskets are permanently secured and mechanically retained.
- Mounting channels are welded on the inside of the enclosure for mounting of optional inner panels or rack equipment rails.
- A grounding stud is provided in the enclosure and a bonding stud is provided on the door.
- A literature packet is provided for the inside of the door (Two packets are provided for dual access units).

Finish

- Cover and enclosure are phosphatized, primed and finished in ANSI/ASA 61 grey recoatable enamel on the outside, with white enamel on the inside.
- Optional inner panels, rails, frames and supports are finished in white enamel.

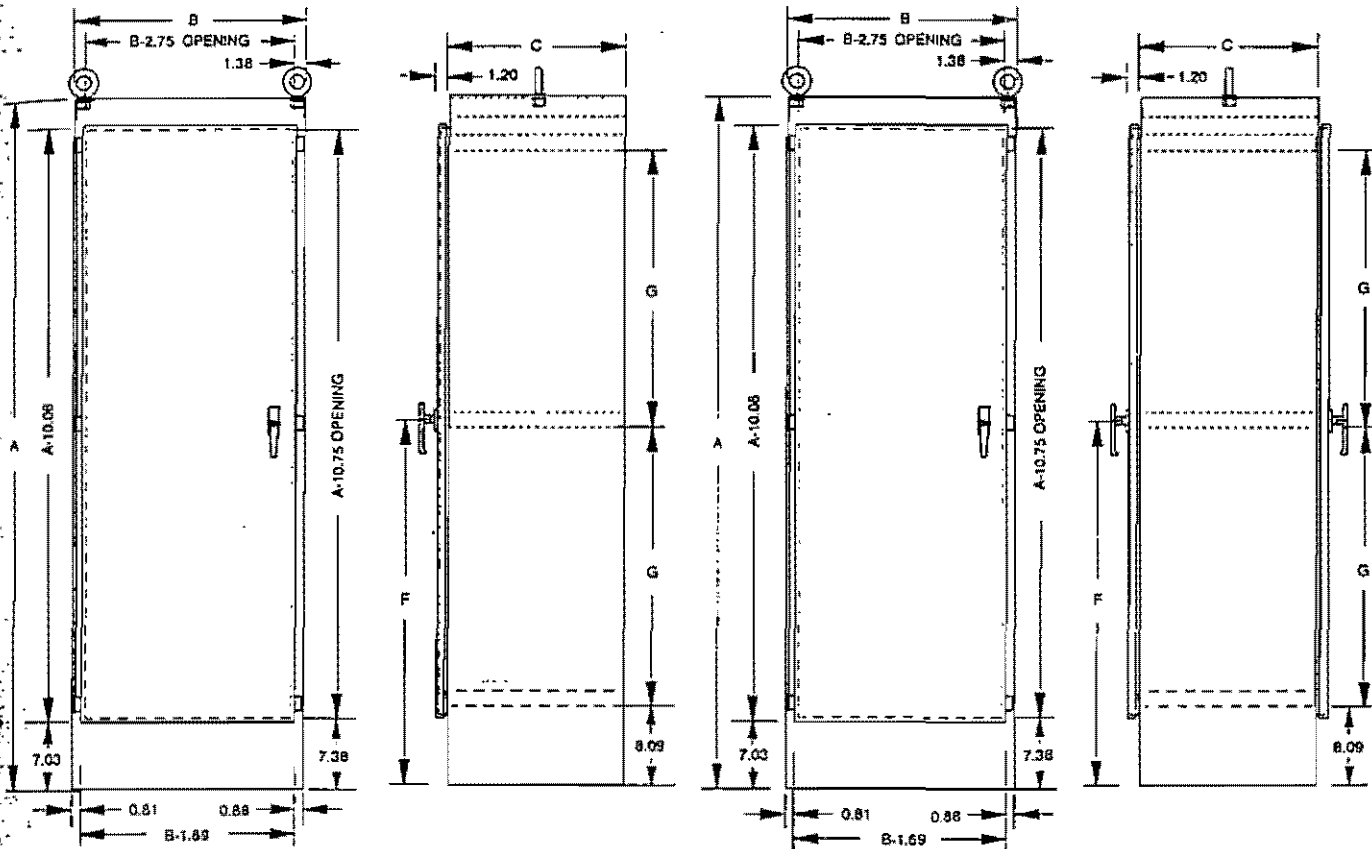
Accessories

- Air conditioners K10 - K17
- Blowers K32 - K35
- Breather kits K47
- Door stop kits L2
- Drip shield kits L3
- Filter fans K36 - K41
- Heat exchangers K20 - K27
- Heaters K45 - K46
- Light kit L15
- Louvered ventilating plates L16
- Panel rails A45
- Inner panels A44
- Swing frames A46
- Thermostats K47
- Window kits L2



Single Door Freestanding Enclosures
1418 Series
 Single or Dual Access

A41



Single Access-
Front View

Single Access-
Side View

Dual Access-
Front View

Dual Access-
Side View

Note: 4 eyebolts are provided for 30.06" and 36.06" enclosures (both dual and single access)

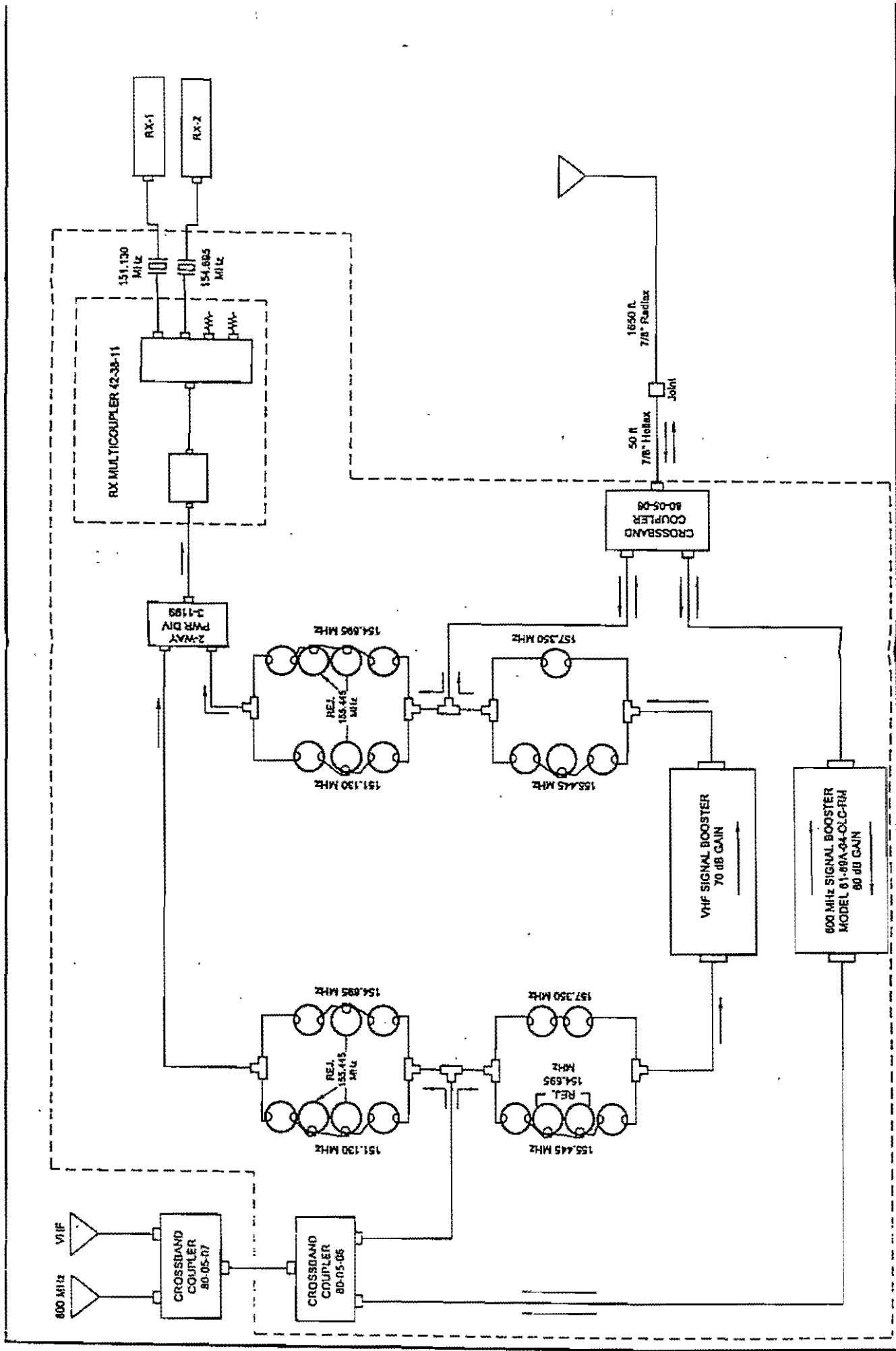
Single Access

PART No.	A	B	C	F	G	SHIP Wt. LBS.
1418 TW18	60.06	24.06	18.06	32.03	23.13	210
1418 W18	72.06	24.06	18.06	38.03	29.13	246
1418 X18	72.06	30.06	18.06	38.03	29.13	285
1418 Y18	72.06	36.06	18.06	38.03	29.13	325
1418 YW20	90.06	24.06	20.06	47.03	38.13	313
1418 YY20	90.06	36.06	20.06	47.03	38.13	406
1418 TY24	60.06	36.06	24.06	32.03	23.13	325
1418 W24	72.06	24.06	24.06	38.03	29.13	300
1418 X24	72.06	30.06	24.06	38.03	29.13	335
1418 Y24	72.06	36.06	24.06	38.03	29.13	370
1418 YY24	90.06	36.06	24.06	47.03	38.13	440
1418 W30	72.06	24.06	30.06	38.03	29.13	355
1418 Y30	72.06	36.06	30.06	38.03	29.13	420
1418 W36	72.06	24.06	36.06	38.03	29.13	400
1418 Y36	72.06	36.06	36.06	38.03	29.13	465
1418 YY36	90.06	36.06	36.06	47.03	38.13	525

Dual Access

PART No.	A	B	C	F	G	SHIP Wt. LBS.
1418 WD24	72.06	24.06	24.06	38.03	29.13	325
1418 XD24	72.06	30.06	24.06	38.03	29.13	424
1418 YD24	72.06	36.06	24.06	38.03	29.13	474
1418 YYD24	90.06	36.06	24.06	47.03	38.13	540
1418 WD30	72.06	24.06	30.06	38.03	29.13	375
1418 WD36	72.06	24.06	36.06	38.03	29.13	425
1418 YD36	72.06	36.06	36.06	38.03	29.13	495
1418 YYD36	90.06	36.06	36.06	47.03	38.13	555

All dimensions in inches unless specified otherwise



TUNNEL/BUILDING REPEATER AMPLIFIER SYSTEM ANALYSIS

Customer: _____	Prepared by: _____
Application: Tunnel	Date: _____
Design Conditions: Analysis near end of 1650 ft radius line.	

BASE TALK-OUT (DOWNLINK) ANALYSIS

1. Base Tx Frequency (F1)	860.263	MHz
2. Base Tx Power	100.00	W
3. Portable Squelch Threshold	-110.00	dBm

PORTABLE/MOBILE TALK-BACK (UPLINK) ANALYSIS

34. Portable/Mobile Tx Frequency (F2)	815.263	MHz
35. Portable Tx Power	4.00	W
36. Base Squelch Threshold	-110.00	dbm

BASE TO DOWNLINK AMPLIFIER

4. Base Tx Power	+50.00	dBm
5. Base Tx Combiner/Filter Loss	-3.00	dB
6. Base Tx Feedline Loss	-2.00	dB
7. Base Tx Antenna Gain	+9.00	dBi
8. Base->Site Free-Space Loss	-112.20	dB @ 7.00 mi
9. Shadow and Other Path Losses	-12.40	dB
10. Site Antenna Gain	+19.00	dBi
11. Site Feedline Loss	-1.40	dB
12. Other Loss	0.00	dB
13. Downlink Amp Input Power	-53.00	dBm
14. Downlink Amp Gain	+60.00	dB
15. Downlink Amp Output Power	+7.00	dBm
16. Downlink Amp OIP3	+44.00	dBm
17. Number of RF Carriers	6	
18. Max Power/Carrier	+17.30	dBm
19. Downlink Amp Margin	+10.30	dB

UPLINK CABLE SPECIFICATIONS

37. Cable Type	RXL5-1
38. Cable Length	1,650.00 FT
39. Coupling Factor @ 20 ft	67.80 dB

PORTABLE/MOBILE TO UPLINK AMPLIFIER

40. Portable Tx Power	+36.00	dBm
41. Portable Antenna Gain, Tx Mode	-6.00	dBi
42. Space Loss to Uplink Antenna @ F2		dB
43. Uplink Antenna Gain	0.00	dBi
44. Uplink Antenna Decoupler Loss	0.00	dB
45. Uplink Cable Coupling Loss	-67.80	dB
46. Uplink Cable Transmission Loss	-24.96	dB
47. 2-Way Splitter & Tunnel Feedline Loss	-1.20	dB
48. Design Margin	-15.57	dB
49. Uplink Amp Input Power	-79.53	dBm
49. Uplink Amp Gain	+70.00	dB
50. Uplink Amp Output Power	-9.53	dBm
51. Uplink Amp OIP3	+44.00	dBm
52. Number of RF Carriers	2	
53. Max Power/Carrier	+17.30	dBm
54. Uplink Amp Margin	+26.83	dB

DOWNLINK CABLE SPECIFICATIONS

20. Cable Type	RXL5-1
21. Cable Length	1,650.00 FT
22. Coupling Factor @ 20 ft	68.47 dB

DOWNLINK AMPLIFIER TO PORTABLE/MOBILE

23. 2-Way Splitter & Tunnel Feedline Loss	-1.20	dB
24. Downlink Cable Transmission Loss	-25.77	dB
25. Downlink Cable Coupling Loss	-68.47	dB @ 20.00 ft
26. Downlink Antenna Decoupler Loss	0.00	dB
27. Downlink Antenna Gain	+0.00	dBi
28. Space Loss to Downlink Antenna @ F1		dB @ 0.00 m
29. Design Margin	-15.57	dB
30. Portable Antenna Gain, Rx Mode	-6.00	dBi
31. Portable/Mobile Rx Input	-110.00	dBm
32. Required Rx Input	-110.00	dBm
33. Rx Margin	-0.00	dB

UPLINK AMPLIFIER TO BASE

55. Other Loss	0.00	dB
11. Site Feedline Loss	-1.40	dB
10. Site Antenna Gain	+19.00	dBi
56. Site->Base Free-Space Loss @ F2	-111.70	dB
9. Shadow and Other Path Losses	-12.40	dB
57. Base Rx Antenna Gain	+9.00	dBi
58. Base Rx Feedline Loss	-2.00	dB
59. Base Rx Multicoupler Net Gain	+3.00	dB
60. Base Rx Input	-106.03	dBm
61. Required Rx Input	-110.00	dBm
62. Rx Margin	+3.97	dB

REMARKS:

TUNNEL/BUILDING REPEATER AMPLIFIER SYSTEM ANALYSIS

Customer: _____

Prepared by: _____

Application: Tunnel

Date: _____

Design Conditions: Analysis near end of 1650 ft radius line.

BASE TALK-OUT (DOWNLINK) ANALYSIS

1. Base Tx Frequency (F1)	155.445 MHz
2. Base Tx Power	100.00 W
3. Portable Squelch Threshold	-110.00 dBm

BASE TO DOWNLINK AMPLIFIER

4. Base Tx Power	+50.00 dBm
5. Base Tx Combiner/Filter Loss	-3.00 dB
6. Base Tx Feedline Loss	-2.00 dB
7. Base Tx Antenna Gain	+9.00 dBi
8. Base->Site Free-Space Loss	-97.30 dB @ 7.00 mi
9. Shadow and Other Path Losses	-18.20 dB
10. Site Antenna Gain	+4.50 dBi
11. Site Feedline Loss	-1.00 dB
12. Other Loss	0.00 dB
13. Downlink Amp Input Power	-58.00 dBm
14. Downlink Amp Gain	+70.00 dB
15. Downlink Amp Output Power	+12.00 dBm
16. Downlink Amp OIP3	+44.00 dBm
17. Number of RF Carriers	2
18. Max Power/Carrier	+24.70 dBm
19. Downlink Amp Margin	+12.70 dB

DOWNLINK CABLE SPECIFICATIONS

20. Cable Type	RXL5-1
21. Cable Length	1,650.00 FT
22. Coupling Factor @ 20 ft	58.00 dB

DOWNLINK AMPLIFIER TO PORTABLE/MOBILE

23. 2-Way Splitter & Tunnel Feedline Loss	-1.20 dB
24. Downlink Cable Transmission Loss	-8.91 dB
25. Downlink Cable Coupling Loss	-58.00 dB @ 20.00 ft
26. Downlink Antenna Decoupler Loss	0.00 dB
27. Downlink Antenna Gain	+0.00 dBi
28. Space Loss to Downlink Antenna @ F1	-97.30 dB @ 0.00 mi
29. Design Margin	-33.89 dB
30. Portable Antenna Gain, Rx Mode	-20.00 dBi
31. Portable/Mobile Rx Input	-110.00 dBm
32. Required Rx Input	-110.00 dBm
33. Rx Margin	+0.00 dB

PORTABLE/MOBILE TALK-BACK (UPLINK) ANALYSIS

34. Portable/Mobile Tx Frequency (F2)	154.695 MHz
35. Portable Tx Power	1.00 W
36. Base Squelch Threshold	-110.00 dBm

UPLINK CABLE SPECIFICATIONS

37. Cable Type	RXL5-1
38. Cable Length	1,650.00 FT
39. Coupling Factor @ 20 ft	58.00 dB

PORTABLE/MOBILE TO UPLINK AMPLIFIER

40. Portable Tx Power	+30.00 dBm
41. Portable Antenna Gain, Tx Mode	-20.00 dBi
42. Space Loss to Uplink Antenna @ F2	-97.30 dB @ 0.00 mi
43. Uplink Antenna Gain	+0.00 dBi
44. Uplink Antenna Decoupler Loss	0.00 dB
45. Uplink Cable Coupling Loss	-58.00 dB
46. Uplink Cable Transmission Loss	-8.91 dB
47. 2-Way Splitter & Tunnel Feedline Loss	-7.00 dB
48. Design Margin	-33.89 dB
49. Uplink Amp Input Power	-97.80 dBm
50. Uplink Amp Gain	+80.00 dB
51. Uplink Amp Output Power	-17.80 dBm
52. Uplink Amp OIP3	+44.00 dBm
53. Number of RF Carriers	2
54. Max Power/Carrier	+24.70 dBm
55. Uplink Amp Margin	+42.50 dB

UPLINK AMPLIFIER TO BASE

56. Other Loss	-12.00 dB
11. Site Feedline Loss	-1.00 dB
10. Site Antenna Gain	+4.50 dBi
56. Site->Base Free-Space Loss @ F2	-97.30 dB @ 7.00 mi
9. Shadow and Other Path Losses	-18.20 dB
57. Base Rx Antenna Gain	+0.00 dBi
58. Base Rx Feedline Loss	-2.00 dB
59. Base Rx Multicoupler Net Gain	+3.00 dB
60. Base Rx Input	-128.80 dBm
61. Required Rx Input	-110.00 dBm
62. Rx Margin	-18.80 dB

REMARKS:

7/28/98
 EMERGENCY RESPONSE MANUAL
 Addison Toll Tunnel

H Wayne Hui	St. H. Corp	972-248-4900
KEITH Howman	HOR	972-960-4400
JAMES D. PACE	NTTA	214-522-6200
William Dugg	DPS	972 866 2528
DONALD A. BALL	NTTA	214-522-6200
Jerry Shelton	NTTA	214 599-2012
ED McCARLEY	ADDISON PD	972-450-7100
DON FRANKLIN	ADDISON P.D.	972-450-7100
Ron Davis	"	"
Bob Wallingford	Addison, FD	(972) 450-7200
Ron Holder	NTTA	972-243-8050
Ua Duan	TOA - Mgrs. Office	972/450-70
Jeff Markiewicz	TOA - PW	972-450-28
LARRY WRIGHT	ADDISON FD	972-450 7206
William P. LEECH	Brownroot	972 267 2112



Fax Sheet

Date 7-27-98

Number of Pages (includes cover page) 4

Message To

Name <u>Jim Griffin</u>	Telecopy number called <u>(214) 599-2053</u>
Firm	
City	State

If you do not receive all the pages, please call 972-960-4400 as soon as possible.

From

Name <u>Kathy Howman</u>	Department
Telephone	Job Number

Jim - UPDATED & COMPLETE RESPONSE

KATHY

July 27, 1998



Mr. H. Wayne Ginn, P.E.
The Ginn Corporation
P.O. Box 796577
Dallas, Texas 75379-6577

RE: Addison Airport Tunnel
Texas Turnpike Authority

Dear Mr. Ginn:

HDR is responding to your questions using the same numerical notation as the attached list of questions.

1. HDR has notified NTTA that red/green/amber traffic signals are required on both portal faces of tunnel to stop through traffic in case of emergency. We do not know who is going to design this signal requirement. Our guess is that Aguirre will be asked to design them.
2. Fire department hose connections are at Stations 10+40, 12+00, 14+00, 16+00, 18+00, 20+00, 22+00, 24+00 and 26+00, as shown on Vol. III, Sheets P144, P145 and 146. The hose connection details are shown on Vol. III, Sheet P150. Also, the 8" fire line is C900, PVC DR 18 Class 150, which means the normal working pressure is 150 psi. HDR will not answer the question of how much pressure can safely be added to this line. We will refer you to the AWWA Manual for this determination.
3. The hose cabinets are specified in Section 15375 - Fire Protection Systems. They are located 200 feet on center at the same locations as the hose connections.
4. The system's design was engineered by Aguirre and they will have to respond as to whether their design included "leaky cable" antenna system.
5. The intent is to use the electrical room at the west portal as the "command post."
6. Heat detectors are indicated on the electrical plans and specified in Section 16721. They are combination fixed-temperature and rate-of-rise units, and are 50 feet on center and at stations shown on the Device Station Matrix on Vol. III, Sheets E158 and E159.
7. Pull stations are indicated on the electrical plans and specified in Section 16721. These are located at 200 feet on center and at stations shown on the Device Station Matrix on Vol. III, Sheets E158 and E159.

HDR Engineering, Inc.

Employee-owned

Suite 125
12700 Hillcrest Road
Dallas, Texas
75230-2096

Telephone
972 960-4000
Fax
972 960-4471

Mr. H. Wayne Ginn, P.E.
July 27, 1998
Page 2

8. Emergency call boxes are indicated on the electrical plans and specified in Section 16721. They are 200 feet on center, adjacent to pull stations and hose cabinets and at stations shown on the Device Station Matrix on Vol. III, Sheets E158 and E159.
9. Emergency generator location is shown on Vol. III, Sheet E 157, Section 2. HDR has included the specs for the generator (which was a part of Addendum No. 1).

HDR has included copies of drawings referenced in our response for your use.

If you have any questions or concerns, please do not hesitate to call us at (972) 960-4400.

Best regards,

HDR ENGINEERING, INC.



Keith A. Howman
Assistant Project Manager

kb

Attachment

cc: Garey Foyt, P.E.
Jim Griffin, P.E.

Gordon Robbins

From: Gordon Robbins
Sent: Monday, June 15, 1998 1:25 PM
To: Jeffrey Markiewicz
Subject: Tunnel Plans - Recent review by Fire Dept.

Jeff:

Thanks for your assistance with the tunnel plans this morning. After looking them over we had a few issues we were unsure of. We know you've got a lot going on so if you could answer these questions at your convenience we'd appreciate it. If you'd prefer to meet rather than bounce emails, just let us know.

1) Traffic Control

If an emergency occurs in the tunnel (i.e., once the fire alarm is activated manually or automatically) how is further traffic restricted from entering the (now dangerous) tunnel?

2) 8-inch fire line

Will there be Fire Department Connections at each portal so we can boost the pressure in the line? If so where exactly will they be located and how much pressure can we safely add to the line?

3) Fire Hose Connections / Cabinets

The general plan shows fire hose connections every 300-feet in the tunnel. One of the details also shows a "hose cabinet". Are hose cabinets spec'd for the project? If not, they need to be; and we'll need to approve the hose and connection fittings before installation.

4) Leaky cable

At one point we'd asked for a "leaky cable" antenna system in the tunnel to ensure the proper operation of our portable radios. Do you know the status on this?

5) Fire Control Room

Will there be a separate "command post" or fire control room, or is the intent to use the electrical room where the CO, Fire Alarm and Fan panels are shown?

6) Heat detectors

Heat detectors are referred to in the fan operation detail, but are not shown on the plan. At what interval will they be placed? Are they fixed temperature or rate-of-rise?

7) Fire Pull Stations

Same as with the heat detectors. They're mentioned in the plan, but not shown.

8) Emergency Call Boxes

See 7 & 8 above. It would be beneficial to have the Hose connections, hose cabinets, pull stations and call boxes all together at regular intervals.

9) Emergency Generator

Where will the generator and its fuel tank be located? What is the volume of the fuel tank? What is the operating time of the generator w/o refueling? What systems and devices will be supplied by the emergency power?

Gordon C. Robbins
Larry Wright