

Purchase Order / Bill # 19

Rone Engineers

A LEIGH COMPANY

April 11, 2001

Mr. Steve Chutchian
Town of Addison
P.O. Box 9010

Addison, Texas 75001-9010

Reference: Ewing Drive Approach Improvements
Addison, Texas
Proposal No. 01-2388

Dear Mr. Chutchian,

Rone Engineers, Inc. understands that we have been selected based solely on our qualifications, and that Town of Addison is currently negotiating scope and fees with only Rone Engineers, Inc. at this time for the quality control for the above referenced project. For the purpose of this proposal we have estimated quantities and tests that will be required in accordance with the Plans and Specifications. This is only an estimate for budgetary purposes. The actual costs for Construction Materials Engineering and Testing services can decrease or increase with changes in the scope of work or with the contractor's work method.

Rone Engineers fees will be based on the actual amount of technician time and laboratory testing utilized by the project and performed on a unit price basis in accordance with the attached Schedule of Services and Fees and Rone Engineers' Terms for Construction Materials Testing Services.

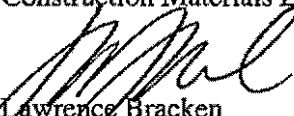
Rone Engineers meets the requirements of ASTM E 329 and is an active participant in the CCRL and the AASHTO proficiency sample programs. Rone Engineers has experienced personnel to perform the necessary Construction Materials Engineering and Testing in accordance with the project specifications.

We appreciate the opportunity to submit this proposal for Construction Materials Engineering and Testing for the above noted project and look forward to working with you during the construction phase of this project. If there are any questions concerning this proposal or if we can be of further assistance to you, please contact us at your convenience.

Respectfully submitted,

RONE ENGINEERS, INC


Kevin Jay Canafax
CMT Operations Manager
Construction Materials Engineering and Testing


Lawrence Bracken
CMT Division Manager
Construction Materials Engineering and Testing

GEOTECHNICAL ENGINEERING

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

CONSTRUCTION MATERIALS TESTING

- CONSTRUCTION OBSERVATION
- CONCRETE TESTING
- ASPHALT TESTING
- SOILS TESTING
- PIER INSPECTION
- POST TENSION INSPECTION
- NON-DESTRUCTIVE TESTING

DRILLING SERVICES

- MONITOR WELL INSTALLATION
- ENVIRONMENTAL DRILLING
- GEOTECHNICAL DRILLING

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

April 11, 2001
Proposal No. 01-2388

RONE ENGINEERS, INC.
Construction Materials Engineering and Testing
Basic Services and Cost Estimate

Project:
Ewing Drive Approach Improvements

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
EARTHWORK			
Moisture Density Relationship ASTM D-698 (each)	1.0	\$130.00	\$130.00
Atterberg Limits (each)	1.0	\$40.00	\$40.00
Engineering Technician (hourly)	3.0	\$27.50	\$82.50
In Place Density Test (each)	4.0	\$13.00	\$52.00
Transportation Charge (trip)	1.0	\$13.00	\$13.00
Engineering & Report Review (hourly)	0.9	\$55.00	\$49.50
ESTIMATED BUDGET			\$367.00

All time is for a minimum of two hours or as noted. Overtime will be charged for all hours worked before 7:00am and after 5:00pm, for any time in excess of 8 hours per day or 40 hours per week, Saturdays, Sundays and Holidays. All time is Portal to Portal.

Project Engineering services on materials engineering and testing for consultation, analysis, report preparation and review, supervision and scheduling of field and laboratory personnel will typically be 0.3 to 0.5 hours per report.

TERMS FOR RONE ENGINEERS, INC. (RONE) SERVICES

THE AGREEMENT

This agreement is made between RONE and Town of Addison, hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached proposal identified as:

Proposal No. 01-2388

dated:

April 11, 2001

and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

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

Services performed by RONE under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical engineering profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty, expressed or implied, made in connection with the providing of geotechnical engineering services.

SITE ACCESS AND SITE CONDITIONS

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

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. RONE will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against RONE arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

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

MONITORING

If RONE is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this phrase applies. For the specified assignment, RONE will report observations and professional opinions to CLIENT. No action of RONE or RONE'S site representative can be construed as altering any AGREEMENT between CLIENT and others. RONE will report to CLIENT any observed geotechnically-related work which, in RONE'S professional opinion, does not conform with plans and specifications. RONE has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, RONE'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

RONE will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay RONE in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by RONE, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify RONE in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of RONE, CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the geotechnical engineer will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay RONE within sixty (60) days after invoices are rendered, CLIENT agrees that RONE will have the right to consider the failure to pay RONE'S invoice as a breach of this AGREEMENT.

TERMINATION

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

RISK ALLOCATION

Many risks potentially affect RONE by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by RONE. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with RONE'S liability, CLIENT agrees to limit RONE'S liability to CLIENT and to all other parties for claims arising out of RONE'S performance of the services described in this AGREEMENT. The aggregate liability of RONE will not exceed the amount of RONE'S fee for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join RONE as a third-party defendant. Parties means CLIENT and RONE and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and RONE agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

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

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against RONE arising from RONE'S discovery of unanticipated hazardous materials or suspected hazardous materials, including but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by RONE which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

DISPUTES RESOLUTION

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

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where RONE'S principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

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

Town of Addison

RONE ENGINEERS, INC.

By: Steve J. Chatham

Kevin Jay Canafax
Kevin Jay Canafax
CMT Operations Manager
Construction Materials Engineering and Testing

Position: ASSISTANT CITY ENGINEER

Date: 4/16/01

Lawrence Franken
Lawrence Franken
CMT Division Manager
Construction Materials Engineering and Testing
Date: April 11, 2001

Preconstruction Conference

For
EWING DRIVE Project
3/01/01 Date

THE PURPOSE OF THIS PRECONSTRUCTION CONFERENCE IS TO REVIEW TOWN OF ADDISON REQUIREMENTS, CONTRACTOR RESPONSIBILITIES AND PERSONNEL ASSIGNMENTS.

ALL PARTICIPANTS AT THE CONFERENCE SHALL BE FAMILIAR WITH THE PROJECT AND AUTHORIZED TO CONCLUDE MATTERS RELATING TO THE **WORK**.

Agenda:

- ✓ • Introduction of each member attending meeting
- ✓ • Designation of responsible personnel/subcontractors
- ✓ • Distribution of Contract Documents
- ✓ • Traffic Plan/coordination
- ✓ • Safety
- ✓ • Procedures for processing applications for Payment
- ✓ • Submittal of Shop Drawings, Product Data, and Samples

Yes _____ No X

- Preparation of Record "As built" documents
- ✓ • Staging area/site utilization
- ✓ • Parking
- ✓ • Possible conflicts
- ✓ • Security
- ✓ • Working hours (see hours on permit) *daytime work*
- Warranty requirements

*Pls. POSSIBLE START 3/18 - to - 3/20
5 to 7 DAYS OF WORK -*

Preconstruction Conference

For EWING DRIVE Project
3/1/01 Date

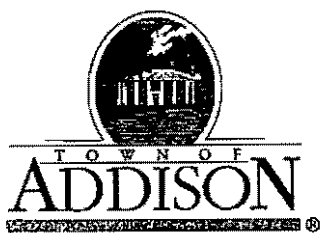
ATTENDEES:

1. ANWAR FATEHDIN.
2. SAM. NATHANI.
3. Dave Wilce
4. JIM WILSON
5. _____
6. _____
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8. _____
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28. _____
29. _____
30. _____

Hencie :

PAGER: 214-816-7766

Mobil No. Super. - Sam -
214-796-4858



PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

March 1, 2001

Mr. Anwar M. Fatehdin
Hencie International, Inc.
P.O. Box 796636
Dallas, Texas 75379

**RE: EWING DRIVE APPROACH IMPROVEMENTS
NOTICE TO PROCEED
BID NO. 01-10**

Dear Mr. Fatehdin:

Receipt of this document shall serve as your Notice to Proceed for the above referenced project, effective March 2, 2001. According to the terms and conditions of the contract, the proposed improvements shall be completed within thirty (30) calendar days from the start of construction, at the original contract price of \$16,740.00. Please include the Project name, Bid No. 01-10, and Purchase Order No. 072570 on all monthly invoices or other correspondence to the Town of Addison.

Should you have any questions, please contact my office at 972-450-2886.

Sincerely,

Steven Z. Chutchian, P.E.
Assistant City Engineer

Cc: Chris Terry, Assistant City Manager
Mike Murphy, Director of Public Works
Jim Pierce, Assistant Director of Public Works
Jim Wilson, Project Manager
Bryan Langley, Assistant Director of Finance

8908 Ambassador Row
Dallas, Texas 75247
Telephone (214) 630-9745 Facsimile (214) 630-9819



Fax

To: Mr. Steve Chutchian	From: Jay Canafax	
Fax: 972-450-2837	Pages: (including cover)	6
Phone:	Date: 04/11/2001	
Re:	CC:	

- Urgent
- For Your File
- Original to be mailed
- Signature Requested
- Please Comment
- For Review
- Please Reply
- Please Recycle

• Comments:

4/13/01
Town will be
involved AT end
OF APRIL FOR
THIS WORK!
SEND ORIGINAL A GROUND
TO Rone when
IT comes in the
MAIL!

Rone Engineers

A LEIGH COMPANY

April 11, 2001

Mr. Steve Chutchian

Town of Addison

P.O. Box 9010

Addison, Texas 75001-9010

Reference: Ewing Drive Approach Improvements

Addison, Texas

Proposal No. 01-2388

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- GEOLOGICAL STUDIES
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- MONITOR WELL INSTALLATION
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6908 AMBASSADOR ROW

DALLAS, TEXAS 75247

TELEPHONE 214-630-9745

FACSIMILE 214-630-9819

April 11, 2001
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TERMINATION

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

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Many risks potentially affect RONE by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by RONE. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with RONE'S liability, CLIENT agrees to limit RONE'S liability to CLIENT and to all other parties for claims arising out of RONE'S performance of the services described in this AGREEMENT. The aggregate liability of RONE will not exceed the amount of RONE'S fee for negligent professional acts, errors, or omissions.

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DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where RONE'S principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

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The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

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

Town of Addison

RONE ENGINEERS, INC.

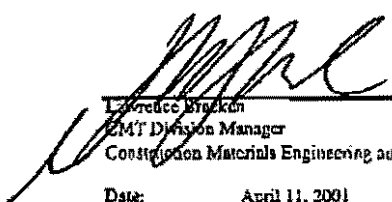
By: _____



 Kevin Jay Canafax
 CMT Operations Manager
 Construction Materials Engineering and Testing

Position: _____

Date: _____



 Lawrence Bruckin
 CMT Division Manager
 Construction Materials Engineering and Testing
 Date: April 11, 2001