

RICHARD BYRD, PHASE II

Council Agenda Item: _____

SUMMARY:

This item is to receive authorization for the City Manager to enter into a Contract Agreement with HNTB Corporation, in the amount of \$34,996.00, for the design of the Richard Byrd Drive North Project.

FINANCIAL IMPACT:

Funding Source: 2005 Addison Airport Operating Budget

BACKGROUND:

Washington-Staubach previously determined that the pavement on both the south and north segments of Richard Byrd Drive were severely deteriorated and in need of total pavement reconstruction. Improvements to the southern portion of the roadway were completed in December 2003. The northern portion of Richard Byrd Drive is also deteriorated and has become difficult to maintain and repair. The attached proposal for engineering services was negotiated with the firm of HNTB Corporation, in the total amount not to exceed \$34,996.00, for the design of the reconstruction of Richard Byrd Drive North.

A breakdown of the total fee proposal is as follows:

| | |
|--------------|--------------|
| Engineering | \$28,336 |
| Geotechnical | 3,280 |
| Surveying | <u>3,380</u> |
| | \$34,996 |

RECOMMENDATION:

Staff recommends that the Council authorize the City Manager to enter into an agreement with HNTB Corporation, in the amount of \$34,996.00, for the design of the Richard Byrd Drive North Project.

AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

SECTION 2. SCOPE OF SERVICES

The following Basic and Additional Services, when authorized in writing by a notice-to-proceed, shall be performed by the Engineer in accordance with the Owner's requirements for design of the apron north of the existing hangars located on Richard Byrd Drive.

I. Project Definition

This project consists of the preparation of plans and specifications for bidding and construction of an asphalt apron north of the existing hangars located on Richard Byrd Drive (the Project). Services will generally include topographical survey, geotechnical investigation and pavement design, construction plans for apron including grading, construction phasing, striping, specifications, preparation of bid document originals and record drawings, and coordination with the Town of Addison and Addison Airport personnel.

II. Detailed Scope of Basic Services

A detailed list of the basic scope of services for this project is as follows:

A. Geotechnical Engineering and Pavement Design

1. Locate and drill eight (8) bore holes
2. Perform geotechnical investigation including soil borings and analysis
3. Issue engineering report including the following:
 - a. Information on site conditions and special site features.
 - b. Description of the field exploration and laboratory tests performed.
 - c. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers. A boring location plan will be included, and the results of the

laboratory tests will be noted on the final boring logs or included on a separate test report sheet.

- d. Results of two (2) CBR tests.
- e. Results of one (1) lime series test.
- f. Recommendations for subgrade preparation and pavement design options.

See Exhibit "A" for a detailed proposal for Geotechnical services.

B. Surveying

- 1. Prepare Topographic Survey for use in preparing construction plans
- 2. Provide survey control for construction.

See Exhibit "B" for a detailed proposal for Surveying services.

C. Final Design – Paving and Drainage

- 1. Prepare final construction drawings. (Scale 1" = 20' Horizontal and 1" = 5' Vertical except as noted.) The following sheets shall be included:
 - a. Cover Sheet
 - b. General Notes
 - c. Quantity Sheets
 - d. Project Layout/Survey Control
 - e. Construction Phasing
 - f. Removal Plan
 - g. Paving Plan
 - h. Paving Details / Striping Plans / Typical Sections
 - i. Grading Plan
 - j. Erosion Control Plan
 - k. Miscellaneous Details
- 2. Prepare Specifications and Contract Documents
- 3. Prepare Estimate of Final Construction Cost
- 4. Produce and Submit four (4) sets of half-size plans for review to the Owner for 65% review and 95% (final).
- 5. Incorporate Owner's review comments into plans after each submittal.

D. Bidding and Contract Award

- 1. Prepare Advertisement for Bidders.

2. Provide 15 half-size sets of plans and bid documents.
3. Conduct pre-bid meeting.
4. Prepare necessary addenda and respond to bidder's questions.
5. Prepare bid tabulation.
6. Recommend a bidder for the award of the construction contract after performing reference checks.

E. Construction Administration

1. Provide three (3) half-size sets of plans and specifications for the Owner.
2. Provide three (3) half-size sets of plans and specifications for the Contractor.
3. Conduct pre-construction meeting.
4. Respond to Requests for Information.
5. Review submittals, as required by the contract documents.
6. Attend final inspection and prepare punch list.
7. Prepare as-built plans.

III. Detailed Scope of Additional Services

A. None.

SECTION 3. PAYMENT

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

Basis of Compensation

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

Compensation for performing Basic and Additional Services shall be as shown in Exhibit "C" on a Lump Sum amount of \$34,996. The total contract amount shall not exceed \$34,996 unless amended by both parties.

SECTION 4. RESPONSIBILITIES

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

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

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

SECTION 5. TIME FOR PERFORMANCE

Engineer shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the terms of this Agreement. The services to complete construction documents shall be completed within 3 months of Notice-to-Proceed.

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

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

SECTION 6. DOCUMENTS

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

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

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

SECTION 7. TERMINATION

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

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

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

SECTION 8. INSURANCE

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

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

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

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

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

SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE

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

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

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

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

SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION

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

SECTION 11. INDEMNIFICATION FOR NON-PAYMENT

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

SECTION 12. ASSIGNMENT

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

SECTION 13. APPLICABLE LAWS

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

SECTION 14. DEFAULT OF ENGINEER

In the event Engineer fails to comply or is unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within fourteen (14) days after written notice by Owner to

Engineer, Owner may, at its sole discretion without prejudice to any other right or remedy:

- Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all services determined by Owner to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for percentage of completion by Engineer through such date of termination. In the event of, of such termination, Owner may proceed to complete the services in any manner deemed proper by Owner, either by the use of its own forces or by resubletting to others. In either event, the Engineer shall be liable for all reasonable, unmitigatable costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be due or that may thereafter become due to Engineer under and by virtue of this Agreement.
- Owner may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation. The reasonable expense for same may be offset against amounts due the Engineer. In such case, Engineer shall not be liable with respect to indemnity or otherwise for any such services performed, arranged, or furnished by Owner. Engineer shall not be considered in default of this Agreement for delays in performance caused by acts of the Owner or other circumstances beyond the reasonable control of the Engineer.

SECTION 15. ADJUSTMENTS IN SERVICES

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

SECTION 16. EXECUTION BECOMES EFFECTIVE

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

SECTION 17. VENUE LOCATION

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

SECTION 18. AGREEMENT AMENDMENTS

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

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

SECTION 19. WRITTEN NOTICES

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

SECTION 20. GENDER AND NUMBER

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the _____ day of _____, 2004.

OWNER:
TOWN OF ADDISON, TEXAS

ENGINEER:
HNTB CORPORATION

By:

By:

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

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

Witness:

Witness:

Exhibit A
Geotechnical Services

**PROPOSAL FOR
SUBSURFACE EXPLORATION SERVICES
RICHARD BYRD DRIVE RECONSTRUCTION
ADDISON, TEXAS**

ECS PROPOSAL NO. 19-2351-GP

FOR

HNTB

OCTOBER 27, 2004



ENGINEERING CONSULTING SERVICES, LTD.
Geotechnical • Construction Materials • Environmental

October 27, 2004

Mr. Michael A. Hutchinson, P.E.
HNTB
5910 West Plano Parkway
Suite 210
Plano, Texas 75093

Reference: Proposal for Subsurface Exploration Services
Airport Parkway and Richard Byrd Drive Reconstruction
Addison, Texas
ECS Proposal No. 19-2351-GP

Dear Mr. Hutchinson:

As requested, Engineering Consulting Services, Ltd. (ECS, Ltd.) is pleased to present the following proposal for providing subsurface exploration services and geotechnical engineering analysis of the proposed site for the above referenced project. We understand the project consists of reconstructing the pavement along the north side of the airplane hangars located south of Richard Byrd Drive in Addison, Texas.

Scope of Services

If authorized, our integrated services will include drilling of soil borings by drill crews under our direct supervision, laboratory testing of representative soil samples for pertinent engineering properties, and preparation of an engineering report.

Eight (8) borings will be drilled to a depth of about 5 feet below existing grade within the proposed pavement reconstruction areas. These borings will be advanced through holes cored/cut through the existing pavements. Two bulk soil samples will also be obtained from Richard Byrd Drive to perform CBR tests. The holes will be backfilled with cuttings and the pavement surface patched with cold-mix asphalt or ready-mix concrete.

Upon completion of drilling operations, the samples will be subjected to laboratory tests (that can include moisture content, Atterberg limits, and CBR tests) followed by the preparation of a written report.

ENR 1.0

ECS Proposal No. 19-2351-GP

October 27, 2004

The engineering report will include the following items:

- a. Information on site conditions and special site features.
- b. Description of the field exploration and laboratory tests performed.
- c. Final logs of the soil borings and records of the field exploration in accordance with the standard practice of geotechnical engineers. A boring location plan will be included, and the results of the laboratory tests will be noted on the final boring logs or included on a separate test report sheet.
- d. Results of two (2) CBR tests.
- e. Results of one (1) lime series test.
- f. Recommendations for subgrade preparation and pavement design options.

Fees and Schedule

The lump sum cost of the services outlined above will be \$3,280.00. This lump sum cost includes 3 copies of the written report.

We are prepared to mobilize onto the site within 3 to 4 working days after authorization to proceed. We anticipate that fieldwork will require approximately one working day, and that laboratory testing after drilling is completed will require approximately 10 to 15 working days. Therefore, for time budget purposes, the total scope of work could require as much as 4 weeks from initial authorization through final report submission.

If other items are required because of unexpected field conditions (i.e. site clearing, wet site conditions, etc.) encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

If requested, we can review plans and specifications for the referenced project to determine general compliance with the geotechnical engineers recommendations. We can also provide additional consultation and engineering analysis for you on other problems related to performance of the structure and subsurface conditions. These services can be provided at the unit rates outlined in the attached fee schedule, and would be in addition to the fee outlined above.

HNTB
ECS Proposal No. 19-2351-GP
October 27, 2004

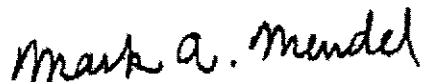
Closing

Attached to this letter, and an integral part of our proposal, are our "General Conditions of Service". These conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

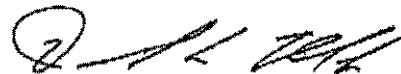
Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ENGINEERING CONSULTING SERVICES, LTD.



Mark A. Mendel, P.E.
Project Engineer



Daniel L. Franklin, Jr., P.E.
Vice President/Principal Engineer

Enclosures: General Conditions of Service

MINI

ECS Proposal No. 19-2351-GP

October 27, 2004

Engineering Consulting Services, Ltd.

PROPOSAL ACCEPTANCE

Proposal No.: 19-2351-GP
Scope of Work: Subsurface Exploration Services
Location: Richard Byrd Drive Reconstruction
Addison, Texas

Client Signature: _____ Date: _____

Please complete this page and return one copy of this proposal to ECS, Ltd. to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying General Conditions of Service and agrees to be bound by such General Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____

Name of Contact Person: _____

Telephone No. Of Contact Person: _____

Party Responsible for Payment: _____

Company Name: _____

Person/Title _____

Department: _____

Billing Address: _____

Telephone Number: _____

Fax Number: _____

Client Project/Account Number _____

Special Conditions for Invoice _____

Submittal and Approval _____

ENGINEERING CONSULTING SERVICES, LTD.**GENERAL CONDITIONS OF SERVICE**

These General Conditions of Service, including any Supplemental Conditions of Service which are or may become applicable to the services to be provided in the Proposal, are incorporated by reference into the foregoing Proposal and shall be part of the Agreement under which services are to be performed by ECS for Client. For the purposes of these General Conditions, "Agreement" shall mean the Proposal, these General Conditions, Supplemental Conditions (if any) and Fee Schedule.

SECTION 1: SCOPE OF WORK

- a. The scope of work shall include all services provided by ECS, in its discretion, which are reasonably necessary and appropriate for the effective and prompt fulfillment of ECS's obligations under the Agreement, including these General Conditions and any supplemental conditions incorporated herein; it being expressly provided that all such services provided shall be invoiced and paid for in accordance with Section 3 below.
- b. It is understood that the scope of work and time schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if unexpected conditions are discovered, the scope of work may change, even as the work is in progress. If the Client requests additional services or when a change in the scope of work or time schedule is necessary, a written amendment to the Agreement shall be executed by the Client and ECS as soon as is practicable and consent to such amendments shall not be unreasonably withheld.

SECTION 2: CLIENT DISCLOSURES

- a. The Client shall notify ECS of any known or suspected hazardous substances which are or may be related to the services to be provided. Such hazardous substances shall include but not be limited to any substance which poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste or sample and whether it exists in a solid, liquid, semi-solid or gaseous form. This duty to notify ECS of any such hazardous substances shall also apply to any of the foregoing substances which ECS may be provided or obtain or which exist or may exist on or near any premises upon which services are to be performed by employees, agents or contractors of ECS. The Client shall notify ECS of all such hazardous substances of which it has knowledge or which it reasonably suspects exist upon entering into this Agreement. Thereafter, disclosure and notification to ECS shall be required immediately upon discovery of any other hazardous substances or upon discovery of increased concentrations of previously disclosed substances where the increased concentration makes them hazardous.
- b. Following any disclosure as set forth in the preceding paragraph, or if any hazardous substances are discovered or reasonably suspected by ECS after its services are undertaken, ECS may, at its discretion, discontinue its services. Whether or not ECS discontinues its services in whole or in part, the Client and ECS agree that the scope of services, schedule and the estimated fee or budget shall be adjusted in accordance with the disclosed information or condition, and ECS may, at its discretion, terminate the Agreement. In the event that the Agreement is terminated pursuant to this Section, the Client shall pay ECS for services and all termination expenses as set forth in Section 11 of this Agreement.
- c. If all or any part of the scope of work is to be performed in the general vicinity of a facility or in an area where dust, fumes, gas, noise, vibrations or other particulate or nonparticulate matter is in the atmosphere where it raises a potential health hazard or nuisance to those working in the area of such conditions, Client shall notify ECS of such condition, potential health hazard or nuisance and thereafter ECS shall take all necessary and reasonable measures to protect its employees against such possible health hazards or nuisances. The reasonable direct cost of such measures shall be born by the Client.

SECTION 3: BILLINGS AND PAYMENTS

- a. Unless otherwise specifically provided in the Proposal or Agreement, billings will be based on actual units used at the standard rates shown on the attached fee schedules, travel cost and other expenses. Such billings shall not be limited by the estimates of total, incremental or phase project costs provided for information purposes in the Proposal. Client recognizes that time is of the essence with respect of payment of ECS's invoices, and that timely payment is a material part of the consideration of this Agreement. Client shall pay ECS for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by ECS from time to time, but no more frequently than every two weeks, and shall be due and payable upon receipt. If Client objects to all or any portion of an invoice, Client shall nevertheless timely pay the full amount of such invoice and Client shall notify ECS within fourteen (14) calendar days of the invoice date of the cause of disagreement and the portion of the invoice in dispute. Thereafter, ECS and the Client shall make good faith effort to resolve such dispute.
- b. Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client.
- c. Application of the percentage rate indicated above as a consequence of Client's late payments does not constitute any willingness on ECS's part to finance Client's operation, and no such willingness should be inferred. If Client fails to pay invoiced amounts within thirty (30) calendar days of the date of the invoice, ECS may at any time, without waiving any other claim against Client and without thereby incurring any liability to Client, suspend or terminate this Agreement. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.
- d. The Client's obligation to pay for the services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, final adjudication of a lawsuit in which ECS is not involved, or upon Client's successful completion of the project. No deduction shall be made from any invoice on account of penalty, liquidated damages or other sums withheld from payments to ECS. It is agreed that all expenses incurred by ECS in enforcing the Agreement or in obtaining liens, obtaining judgments or collecting any delinquent amounts due, including reasonable attorney's fees shall be recoverable from the Client.
- e. The fees quoted in this contract shall remain valid for a period of twelve (12) months from the date of contract. Thereafter, they shall be adjusted in accordance with the Average Consumer Price Index (CPI) for the last twelve (12) months.

SECTION 4: RIGHT OF ENTRY

- a. Client hereby grants ECS and its subcontractors or agents the right to enter from time to time property owned by Client and/or other(s) in order for ECS to fulfill the scope of services included hereunder. Client understands that use of exploration equipment may cause some damage, the correction of which is not part of this Agreement. Client also understands that the discovery of certain hazardous conditions and/or taking preventive measures relative to these conditions may result in a reduction of the Property's value. Accordingly, Client waives any claim against ECS and its subcontractors or agents, and agrees to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss allegedly arising from procedures associated with subsurface exploration activities or discovery of hazardous materials or suspected hazardous materials. In addition, Client agrees to compensate ECS for any time spent or expenses incurred by ECS in defense of any such claim with compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.

- b. ECS shall not be liable for damage or injury from damage to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS's attention in writing and correctly shown on the diagram(s) furnished by Client to ECS.

SECTION 5: SAMPLES

- a. Soil, rock, water and/or other samples obtained from the Project site are the property of Client. ECS shall preserve such samples for no longer than sixty (60) calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is Client's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples from ECS's custody and transporting them to a disposal site. Client is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures.
- b. Due to the risks to which ECS is exposed, Client agrees to waive any claim against ECS, and to defend, indemnify and hold ECS harmless from any claim or liability for injury or loss arising from containing, labeling, transporting, testing, storing, or other handling of contaminated samples. Client also agrees to compensate ECS for any time spent and expenses incurred by ECS in defense of any such claim, with such compensation to be based upon ECS's prevailing fee schedule and expense reimbursement policy.

SECTION 6: REPORTS AND OWNERSHIP OF DOCUMENTS

- a. ECS shall furnish three (3) copies of each report to Client. Additional copies shall be furnished at the rates specified in the fee schedule. With the exception of ECS Reports to Client, all documents, including original boring logs, field data, field notes, laboratory test data, calculations and estimates are and remain the property of ECS. Client agrees that all reports and other work furnished to the Client not paid for in full will be returned to ECS upon demand and will not be used for design, construction, permits or licensing.

SECTION 7: STANDARD OF CARE

- a. Services performed by ECS under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the Engineering profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.
- b. Any exploration, testing, surveys and analysis associated with the work will be performed by ECS for the Client's sole use to fulfill the purpose of this Agreement and ECS is not responsible for interpretation by others of the information developed. The Client recognizes that subsurface conditions beneath the Project site may vary from those encountered in borings, surveys or explorations and the information and recommendations developed by ECS are based solely on the information available from such borings, surveys and explorations.

SECTION 8: LIMITATION OF PROFESSIONAL LIABILITY

- a. Client agrees to limit ECS's liability to Client and all construction contractors arising from ECS's professional acts, errors or omissions in performing this Agreement, such that the total aggregate liability of ECS to all those named shall not exceed \$50,000 or total fee for the services rendered on this project, whichever is greater. Client further agrees to require of the Client's General Contractor and its subcontractors an identical limitation of ECS's liability for damages that may be suffered by the contractor or the subcontractors arising from professional acts, errors or omissions of ECS.

- b. Documents, including but not limited to, technical reports, original boring logs, field data, field notes, laboratory test data, calculations, and estimates furnished to the Client or its agents pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without ECS's written consent will be at Client's sole risk and without liability to ECS or to ECS's contractor(s) and Client shall indemnify and hold harmless ECS and ECS's contractor(s) from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.
- c. Under no circumstances shall ECS be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service providers to install work in accordance with the plans and specifications.

SECTION 9: LIABILITY INSURANCE

- a. ECS represents that it and its agents, and consultants employed by it, is and are protected by Workers Compensation insurance and that ECS has coverage under liability insurance policies which ECS deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. ECS shall not be responsible for bodily injury and property damage or losses arising directly or indirectly, in whole or in part, from acts by the Client, its employees, agents, staff, consultants or subcontractors employed by it or by any other person or combination of persons. The Client agrees to limit the liability of ECS to the limits of ECS's insurance. The Client is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance, the cost of such inclusions or coverage increases, if available, to be at the expense of the Client.

SECTION 10: ARBITRATION OF DISPUTES

- a. All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement shall be decided through arbitration, as adopted and described by the then most current rules of the American Arbitration Association. The parties further agree that Client will require, as a condition for participation in the project and their Agreement to perform labor or services, that all Contractors, Subcontractors, Subsubcontractors and Materialmen, whose portion of the work amounts to five thousand dollars (\$5,000) or more, and their insurers and sureties, shall agree to this procedure.

SECTION 11: TERMINATION

- a. Client or ECS may terminate this Agreement for breach of this Agreement, or for any other reasons which may arise. In the event of termination, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefore, ECS shall promptly render to Client a final invoice and Client shall immediately remunerate ECS for services rendered and costs incurred, in accordance with ECS's prevailing fee schedule and expense reimbursement policy. Services shall include those rendered up to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules and reassigning personnel. Upon such termination, Client and ECS shall deliver to each other all reports and documents pertaining to services performed up to termination.

SECTION 12: SEVERABILITY

- a. Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SECTION 13: TITLES

- a. The titles used in this Agreement are for general reference only and are not part of the Agreement. Parties to this Agreement are advised to read each provision and rely on the guidance of legal counsel as necessary to help assure a complete understanding of all provisions and the obligations imposed through acceptance.

SECTION 14: SURVIVAL

- a. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and ECS shall survive the completion of services and the termination of this Agreement.

SECTION 15: ASSIGNS

- a. Neither the Client nor ECS may delegate, assign, sublet or transfer its duties, responsibilities or interests in this Agreement without the written consent of the other party.

SECTION 16: CHOICE OF LAW

- a. This Agreement shall be interpreted according to the laws of the State in which the Project is located (but not including its choice of law rules).

END OF GENERAL CONDITIONS



ENGINEERING CONSULTING SERVICES, LTD.

Geotechnical • Construction Materials • Environmental

4950 Keller Springs Road, Suite 480, Addison, Texas 75001

972.392.3222 • FAX 972.392.0102

GEOTECHNICAL ENGINEERING SERVICES 2003 SCHEDULE OF FEES

FIELD EXPLORATION AND TESTING

UNIT RATE

| | |
|--|-----------------------------|
| Staff to Layout Test Borings or Test Pits | \$55.00/hour |
| Staff to Direct Field Operation | \$75.00/hour |
| Mobilization of Crew & Truck Mounted Drill Rig | \$2.30/mile (min. of \$175) |
| Mobilization of Crew & ATV-Mounted Drill Rig | Quoted Upon Request |
| Drilling and Sampling (0'-25') | \$9.25/ft |
| Drilling and Sampling (25'-50') | \$10.50/ft |
| Hard Drilling Surcharge | \$6.00/ft |
| Rock Coring | \$20.00/ft |
| Coring Setup | \$125.00/boring |
| Minimum Drilling Charge | \$550.00/ls |
| Monitoring Well Installation (1.25" pipe) | \$6.00 to \$7.00/ft |
| Monitoring Well Installation (2.5" pipe) | \$7.00 to \$8.00/ft |
| Monitoring Well Protective Cover | \$125.00 to \$135.00/well |

SITE CLEARING OR TEST PITS

| | |
|---|-------------------------|
| Mobilization of Operator and Backhoe | Cost + 15% |
| Mobilization of Operator and Tracked Loader | Cost + 15% |
| Operator to Perform Clearing | Cost + 15% |
| Site Clearing with Chainsaw | \$75.00/hour per person |
| Operator to Excavate Test Pits | Cost + 15% |
| Project Engineer to Log Test Pits | \$95.00/hour |
| Hand Auger Drilling | \$75.00/hour |

SPECIALTY TESTING

| | |
|--|--------------------|
| Mobilization of Pressuremeter Equipment | \$1500.00 |
| Setup Pressuremeter Equipment | \$250.00/test |
| Perform Pressuremeter Testing | \$250.00/test |
| Rig Standby During Pressuremeter Testing | \$150.00/crew hour |

LABORATORY TESTING**UNIT RATE**

| | |
|-------------------------------------|---------------|
| Visual Classification | No Charge |
| Pocket Penetrometer | No Charge |
| Moisture Content | \$6.00/test |
| Atterberg Limits Test | \$42.00/test |
| Sieve Analysis | \$60.00/test |
| Wash 200 Sieve Test | \$22.00/test |
| CBR (including Standard Proctor) | \$400.00/test |
| Standard Proctor (ASTM D-698) | \$125.00/test |
| Dry Density Determination | \$20.00/test |
| Unconfined Compress Strength (soil) | \$30.00/test |
| Unconfined Compress Strength (rock) | \$50.00/test |
| Consolidation (ASTM D-2435) | \$500.00/test |
| Swell Test (ASTM D-4546) | \$70.00/test |

ENGINEERING SERVICES

| | |
|--------------------------------|---------------|
| Senior Principal Engineer | \$125.00/hour |
| Senior Project Engineer | \$85.00/hour |
| Project Engineer | \$75.00/hour |
| Graduate Engineer | \$65.00/hour |
| Drafting | \$35.00/hour |
| Sr. Engineering Tech/Geologist | \$50.00/hour |
| Engineering Technician | \$33.00/hour |

ADMINISTRATIVE SERVICES

| | |
|--------------------------|--------------|
| Secretary | \$30.00/hour |
| Additional Report Copies | \$15.00/copy |
| Overnight Charges | Cost + 15% |

Exhibit B
Surveying Services

MORI'S ENGINEERING, INC.
Engineering • Surveying • Subsurface Utility
2616 Pickwick Lane, Plano, Texas 75093
Ph. 972-816-2626, Fax 972-758-1838
mori@nce-us.com

Date: October 26, 2004

Mr. Michael A. Hutchison, P.E.
Project Manager
HNTB Corporation
5910 W. Plano Parkway, Suite 200
Plano, Texas 75093

RE: Addison Airport – North Side of Richard Byrd Dr.
Pavement Replacement
Addison, Texas
Surveying Services Fee Proposal

Dear Mike:

It was my pleasure meeting with you. I am very pleased to submit a fee proposal to provide Surveying services for the subject project as follows:

A. SURVEY

1. **FIELD:** A topography survey of the subject area will be provided at 50' interval cross sections, including the finished floor elevations of all buildings at the door steps. All the features within the project area will be collected, including pavement, pavement marking, joints, fences, buildings, walls, trees, bushes, meters, valves, fire hydrants, manholes, inlets, poles, posts, property corners, etc. All break lines including, retaining walls, curbs, edge of pavements, gravel lines, ditches with top, toe and centerlines, swales, etc. will be surveyed. Flow lines of all manholes and inlets within the project limits will be measured.
2. **SURVEY FILES:** All above information will be used to prepare the survey files in Microstation format using HNTB provided Seed File. The files will be an ASCII file with all points, a 3D file with all break lines, and a file with all points and point descriptions. All elements will be in 3D format, all elements will be in separate levels, colors and style and Symbols will be shown for all features. Contours at one foot interval will be provided in a separate file. The previous boundary survey will be utilized to show the Property lines.

FEE.....\$2,950

B. CONTROLS

Construction Control points will be set before the construction starts. There will be Minimum of four points at set at locations where they will not be disturbed with construction activities. Coordinates and description of these points will be provided.

FEE.....\$430

TOTAL ESTIMATED FEE.....\$3,380

The survey task will be completed one week from the notice to proceed date.

Please review this proposal and do not hesitate to contact me with any question.
I am anxiously looking forward in working with you toward a successful and complete project.

Sincerely,

Mori Akhavan, P.E.

EXHIBIT "C"
RICHARD BYRD DRIVE
NORTH APRON PAVEMENT REPLACEMENT
ESTIMATE OF MAN-HOURS
DESIGN - PAVING AND DRAINAGE

| Tasks | Principal | Project Manager | Project Engineer | CADD/ Tech | Clerical |
|--|------------------|--------------------|--------------------|--------------------|------------------|
| Section II: Basic Services | | | | | |
| Task C: Final Design - Paving and Drainage | | | | | |
| 1. Prepare final construction drawings. | 6 | 31 | 23 | 62 | 0 |
| 2. Prepare Specifications and Contract Documents | | 8 | | | |
| 3. Prepare Estimate of Final Construction Cost | | 2 | 2 | | |
| 4. Produce and Submit four (4) sets of prints | | 1 | | 4 | 2 |
| 5. Incorporate Owner's review comments into plans after each submittal | | 12 | 8 | 24 | |
| Subtotal | 6 | 54 | 33 | 90 | 2 |
| Rate | \$ 65.00 | \$ 40.00 | \$ 26.00 | \$ 29.00 | \$ 18.00 |
| | \$ 390.00 | \$ 2,160.00 | \$ 858.00 | \$ 2,610.00 | \$ 36.00 |
| Task D: Bidding and Contract Award | | | | | |
| 1. Prepare Advertisement for Bidders | | 2 | | | |
| 2. Provide 15 half-size sets of plans and bid documents | | 1 | | 4 | 2 |
| 3. Conduct pre-bid meeting | 2 | 2 | | | |
| 4. Prepare necessary addenda and respond to bidder's questions | | 4 | 4 | 4 | |
| 5. Prepare bid tabulation | 1 | 3 | 4 | | |
| 6. Recommend a bidder for the award of the construction contract. | | 2 | | | 2 |
| Subtotal | 3 | 14 | 8 | 8 | 4 |
| Rate | \$ 65.00 | \$ 40.00 | \$ 26.00 | \$ 29.00 | \$ 18.00 |
| | \$ 195.00 | \$ 560.00 | \$ 208.00 | \$ 232.00 | \$ 72.00 |
| Task E: Construction Administration | | | | | |
| 1. Provide three (3) half-size sets of plans and specifications for the Owner | | | | 2 | |
| 2. Provide three (3) half-size sets of plans and specifications for the Contractor | | | | 2 | |
| 3. Conduct pre-construction meeting | 2 | 2 | | | |
| 4. Respond to requests for information | | 8 | | | |
| 5. Review submittals, as required by the contract documents | | 12 | | | |
| 6. Attend final inspection and prepare punch list/As built preparation | | 4 | | 8 | 2 |
| Subtotal | 2 | 26 | 0 | 12 | 2 |
| Rate | \$ 65.00 | \$ 40.00 | \$ 26.00 | \$ 29.00 | \$ 18.00 |
| | \$ 130.00 | \$ 1,040.00 | \$ - | \$ 348.00 | \$ 36.00 |
| Total Hours | 11 | 94 | 41 | 110 | 8 |
| Hourly Rate | \$ 65.00 | \$ 40.00 | \$ 35.00 | \$ 28.00 | \$ 18.00 |
| Direct Labor Cost | \$ 715.00 | \$ 3,760.00 | \$ 1,435.00 | \$ 3,080.00 | \$ 144.00 |

HNTB Final Design-Pavement, and Utilities \$ 9,134

M:\JOBS\41308-Richard Byrd North\SCOPEDEV\Richard Byrd FeeEst 10-25-2004.xls\Scoped Fee

Direct Labor Cost: \$ 9,134
Indirect Labor, Overhead: \$ 15,071
HNTB Engineering Subtotal: \$ 24,205

Profit and Contingency: \$ 3,631
Out-of-Pocket Expense: \$ 500
HNTB Subtotal Fee, Basic Services: \$ 28,336

Subconsultant Services

Geotechnical Engineering (Engineering Consulting Services, Ltd.) - Exhibit A: \$ 3,280
Design Surveying (Mori's Engineering) - Exhibit B: \$ 2,950

Construction Control Survey (Mori's Engineering) - Exhibit B: \$ 430
\$ 6,660

TOTAL FEE FOR SERVICES: \$ 34,996

RICHARD BYRD DRIVE NORTH

**ESTIMATE OF MAN-HOURS
TASK C1-PREPARE FINAL CONSTRUCTION DRAWINGS**

| Sheets | Scale | No. of Sheets | Principal | Project Manager | Project Engineer | CADD/Tech | Clerical |
|--|-------|---------------|-----------|-----------------|------------------|-----------|----------|
| Cover Sheet | - | 1 | | | | 2 | |
| General Notes Sheet | - | 3 | | 1 | 1 | 2 | |
| Quantity Summary Sheet | - | 1 | | 2 | 4 | 4 | |
| Project Layout Control Sheet | 600 | 1 | | 1 | | 2 | |
| Construction Phasing/Traffic Control Sheets | 100 | 1 | 2 | 5 | 4 | 4 | |
| Removal Plan Sheets | 40 | 3 | | 2 | 2 | 8 | |
| Paving Plan Sheets | 40 | 3 | 2 | 4 | 4 | 8 | |
| Paving Details/Striping Plans/Typical Sections Sheet | - | 1 | | 4 | | 8 | |
| Grading Plan | 40 | 3 | 2 | 8 | 4 | 12 | |
| SWPPP/Erosion Control Plan Sheets | 40 | 3 | | 2 | 2 | 6 | |
| Miscellaneous Details Sheet | - | 1 | | 2 | 2 | 6 | |
| Total | | 21 | 6 | 31 | 23 | 62 | 0 |

Steve Chutchian

From: Jim Pierce
Sent: Tuesday, December 07, 2004 6:33 PM
To: Jim Pierce; Chris Terry
Cc: Steve Chutchian; Mike Murphy; Mark Acevedo
Subject: RE: Richard Byrd Drive/Rebcon Issue Summary

CORRECTION: Lou E. did not suggest the slurry seal. He suggested the micro surfacing.

Jim Pierce, P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, TX 75001-9010
972-450-2879

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

From: Jim Pierce
Sent: Tuesday, December 07, 2004 11:57 AM
To: Chris Terry
Cc: Steve Chutchian; Mike Murphy; Mark Acevedo
Subject: Richard Byrd Drive/Rebcon Issue Summary

Chris:
The project has been accepted by Council. After it was accepted,

Initial problem was raveling of the seams between paver runs on the project. Raveling cannot be tolerated due to damage to aircraft.

Rebcon proposed cutting out the seams and replacing the pavement. This was rejected by Lou E. for aesthetic reasons.

Micro surfacing was proposed as a solution but I believe that was rejected by Rebcon, probably due to cost.

Lou E. suggested a slurry seal as a fix. The contractor agreed to apply a slurry seal as per FAA specs. Contractor states this cost \$15,000.

The problems that remain are:

In hot weather, the slurry seal and underlying asphalt pulls up when a vehicle is parked for a while and the wheel is turned.

In hot weather the surface is soft such that a penknife can be sunk into the asphalt

The surface is slippery such that aircraft owners have trouble pushing their planes into their hangars

Our Engineer, HNTB has recommended milling off 1/4 inch of the surface and applying a 1 inch overlay. Cost estimated to be \$52,000. We have about \$20,000 in retainage that we have not paid Rebcon.

Our attorneys have demanded mediation as per the contract. The meeting we had on 12/2 was to "air out" the issues prior to mediation. It was at this meeting that Ron stated he wanted to take a look before we went any farther..

Jim Pierce, P.E.
Assistant Public Works Director
P.O. Box 9010
Addison, TX 75001-9010
972-450-2879

Richard Byrd Drive

12-2-04

Meeting w Rebeco -

Rebeco: Built according to plans & specs

Type B was special Submittal was approved
Seasonal - normally in Summer

Inspected - & accepted - 2 mo later -

Aggregate was coming up - Rebeco never in a
lawsuit in 20 yrs. Warranty issue - come
out to look. Saw cut out joints & replace.

Luis E rejected this. Proposed a coal tar
emulsion to spray on surface. Low traffic
No traffic. Used a cement treated base which
is a hard base. This base would be better

Steve: Seams had loose aggregate. Stated history -
Tire pickup, slippery slope, poor striping job

Jim: Penknife penetration of unsatisfactory
performance under tires during hot weather

Rm: Wants to take a look and try to be fair

Rebeco: Apr 15 to Oct 15 is asphalt "Season".

Talk to Luis E about slippery road

Tire Pick-up
penknife penetration
slippery slope

COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



JOHN M. HILL
214.672.2170
JHILL@COWLESTHOMPSON.COM

November 12, 2004

Mr. Michael S. Nixon
Griffith & Nixon
5400 LBJ Freeway, Suite 1025
Dallas, Texas 75240

Re: Richard Byrd Drive Pavement Reconstruction

Dear Mike:

As we discussed over the telephone today, the Town of Addison has received from the engineer of record on the Richard Byrd Drive matter, HNTB Companies, its recommendation regarding repair of the defective pavement. A copy of the HNTB recommendation is enclosed.

We also discussed trying to arrange a meeting between the Addison Town Manager and the owner of Rebcon, Inc. When you have a chance, please provide me with some dates so that we can try to coordinate a date and time to meet.

Very truly yours,



John M. Hill

JMH/yjr
Enclosure

cc: Mr. Ron Whitehead, Town Manager
Mr. Mike Murphy, Director of Public Works
Mr. Ken Dippel, w/firm

HNTB ARCHITECTS ENGINEERS PLANNERS

5910 W. Plano Parkway
Suite 200
Plano, Texas
75093
(972) 661-5626
FAX (972) 661-5616
www.hntb.com

November 10, 2004

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Richard Byrd Drive Repairs

Dear Mr. Chutchian:

At your request, we have investigated repair options for the Richard Byrd Drive pavement replacement project. Mr. Mike Ebeling, P.E. and Mr. Michael Hutchison, P.E. visited the site on November 9, 2004 to evaluate repair alternatives to the pavement. After assessing the condition of the area in question, we considered three options that would address the Town's concerns. The viable options are:

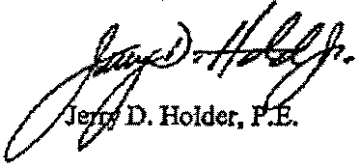
- 1) Removal and replacement of the entire three-inch asphalt surface course and restriping.
- 2) Milling one inch of the entire asphalt surface and applying a one inch overlay and restriping.
- 3) Milling 1/4" of the entire asphalt surface, edge milling the entire length of the north edge of the asphalt surface (along the hangar) as well as strategic areas on the south edge (to accommodate drainage) and applying a one inch overlay and restriping.

After careful consideration of the above alternatives, we recommend option three as the most practical option for this situation. The 1/4" milling over the entire surface is to remove the seal coat on the existing surface. The seal coat has the potential of reducing the bonding capability between asphalt layers. The contractor will need to comply with all federal, state, and local regulations in hauling off the milled material. We have included the attached cost estimate of option three for your use, and estimate the construction cost of this strategy to be approximately \$52,000.

Thank you for the opportunity to assist in this matter. Please contact me with any questions you may have.

Very truly yours,

HNTB CORPORATION



Enclosure

M:\NOBS\99131-RichardByrdApron\COMMMTGS\LETTERS\one inch overlay recommendation 111004.doc

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NH; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY, MO; KNOXVILLE, TN; LANING, MD; LOS ANGELES, CA; LOUISVILLE, KY; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORLANDO, FL; OVERLAND PARK, KS; PLYMOUTH MEETING, PA; PORTLAND, ME; PORTLAND, OR; RALPH, MO; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TOLEDO, OH; WASHINGTON, D.C.

TOWN OF ADDISON
 RICHARD BYRD DRIVE PAVEMENT REPLACEMENT
 ONE INCH OVERLAY AND RESTRIPING
 Estimate of Construction Cost

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNITS | UNIT PRICE | COST |
|----------|---|--------------------|-------|-----------------|-----------------|
| 1 | PAVEMENT WEDGE MILLING (6 ft) | 1,085 | LF | \$3.16 | \$3,431 |
| 2 | PAVEMENT BUTT JOINT MILLING | 628 | SY | \$5.75 | \$3,611 |
| 3 | PAVEMENT MILLING (1/4" DEPTH) | 5,889 | SY | \$1.95 | \$11,483 |
| 4 | PRIME COAT | 1,665 | GAL | \$2.13 | \$3,543 |
| 5 | HOT MIX ASPHALT, TYPE D, 1" | 400 | TON | \$57.50 | \$23,000 |
| 6 | 6" SOLID YELLOW TAXILANE CENTERLINE MARKING | 1,900 | LF | \$3.45 | \$6,555 |
| | | | | | |
| | | | | SUBTOTAL | \$51,623 |

TOTAL: \$51,623

SAY: \$52,000.00

Notes:

-Asphalt Quantity based upon 7240 square yards of pavement.
 MAJORBS181-RichardByrdApmvCOSTACTY1 Inch overlay estimate.xls/Sheet1



Mike

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

November 10, 2004

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove Drive
Addison, Texas 75001-9010

Re: Richard Byrd Drive Repairs

Dear Mr. Chutchian:

At your request, we have investigated repair options for the Richard Byrd Drive pavement replacement project. Mr. Mike Ebeling, P.E. and Mr. Michael Hutchison, P.E. visited the site on November 9, 2004 to evaluate repair alternatives to the pavement. After assessing the condition of the area in question, we considered three options that would address the Town's concerns. The viable options are:

- 1) Removal and replacement of the entire three-inch asphalt surface course and restriping.
- 2) Milling one inch of the entire asphalt surface and applying a one inch overlay and restriping.
- 3) Milling 1/4" of the entire asphalt surface, edge milling the entire length of the north edge of the asphalt surface (along the hangar) as well as strategic areas on the south edge (to accommodate drainage) and applying a one inch overlay and restriping.

After careful consideration of the above alternatives, we recommend option three as the most practical option for this situation. The 1/4" milling over the entire surface is to remove the seal coat on the existing surface. The seal coat has the potential of reducing the bonding capability between asphalt layers. The contractor will need to comply with all federal, state, and local regulations in hauling off the milled material. We have included the attached cost estimate of option three for your use, and estimate the construction cost of this strategy to be approximately \$52,000.

Thank you for the opportunity to assist in this matter. Please contact me with any questions you may have.

Very truly yours,

HNTB CORPORATION

Jerry D. Holder, P.E.

Enclosure

M:\JOBS\39131-RichardByrdApron\COMMMTGS\LETTERS\one inch overlay recommendation 111004.doc

The HNTB Companies

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

TOWN OF ADDISON

RICHARD BYRD DRIVE PAVEMENT REPLACEMENT
 ONE INCH OVERLAY AND RESTRIPIING
 Estimate of Construction Cost

| ITEM NO. | DESCRIPTION | ESTIMATED QUANTITY | UNITS | UNIT PRICE | COST |
|----------|---|--------------------|-------|------------|----------|
| 1 | PAVEMENT WEDGE MILLING (6 ft) | 1,085 | LF | \$3.16 | \$3,431 |
| 2 | PAVEMENT BUTT JOINT MILLING | 628 | SY | \$5.75 | \$3,611 |
| 3 | PAVEMENT MILLING (1/4" DEPTH) | 5,889 | SY | \$1.95 | \$11,483 |
| 4 | PRIME COAT | 1,665 | GAL | \$2.13 | \$3,543 |
| 5 | HOT MIX ASPHALT, TYPE D, 1" | 400 | TON | \$57.50 | \$23,000 |
| 6 | 6" SOLID YELLOW TAXILANE CENTERLINE MARKING | 1,900 | LF | \$3.45 | \$6,555 |
| | | | | SUBTOTAL | \$51,623 |

TOTAL: \$51,623

SAY: \$52,000.00

Notes:

-Asphalt Quantity based upon 7240 square yards of pavement.

M:\JOBS\29131-RichardByrdApron\COSTACCT\1 inch overlay estimate.xls\Sheet1

| | | | |
|------------------|---|--------------|------------------|
| Project | Addison Airport - North Side of Richard Byrd Drive Pavement Replacement | Job No. | |
| Meeting Location | Addison Service Center/Richard Byrd Drive | Meeting Date | October 14, 2004 |
| Subject | Design Kickoff meeting | | |
| Present | Jim Pierce | Representing | Town of Addison |
| | Steve Chutchian | | Town of Addison |
| | Jenny Nicewander | | Town of Addison |
| | Luis Elguezabal | | Town of Addison |
| | Mike Hutchison | | HNTB |
| | Mike Ebeling | | HNTB |
| Submitted by: | MAH | Date | 10/18/04 |

Discussion

Jim Pierce started the meeting by saying that the Town would like to kick off the design of the North Side of the Richard Byrd Drive Apron Project. Key issues paramount to this project are as follows:

- The construction of the project needs to be completed in as short a time frame as possible. It is estimated that approximately \$60,000 in lost revenue occurred with the south side apron due to displacement of tenants.
- Construction phasing should be developed to minimize construction duration. Unlike the south side project, there will be no available hangars to displace tenants.
- The recent batch plant site was suggested as a possibility of temporarily parking aircraft. Luis E. indicated that, even though Site Concrete had repaired this area, there is too much potential for foreign object damage (FOD) at this location to park aircraft there.
- No federal funds will be used on this project. Therefore, plans will not be subject to TxDOT review.
- Jim P. indicated that he would like to utilize A+B bidding on this project as a means to reduce construction duration.
- Jim P. requested that HNTB use Mori's Engineering as the surveyor for the project.

Action/Response

- HNTB's proposal should include the task of investigating alternatives for construction phasing and displacement of tenants during construction, such as identifying other areas in the airport that could be made available to store aircraft.
- Mike E. suggested the possibility of temporarily repaving the parking lot recently used by Site Concrete for the batch plant.
- Contact Information:
Mori's Engineering
Mori Akhavan, P.E.
2616 Pickwick Lane
Plano, TX 75093
972-816-2626

- Jim P. requested that HNTB use ECS as the soil boring lab for the project.
- Jim P. requested that HNTB prepare a proposal for Surveying, PS&E, and Geotechnical Engineering.
- **The proposal should be sent to Steve Chutchian.**
- The ROW limits of this project will be critical, as the northern boundary of the project is also airport property line. Bill Dyer has a meets and bounds description of the airport property that can be used in the project survey.
- The plans should call out lighted barricades at the east and west ends of the project, and delineators along the north edge (the airport property line), and include the latest FAA Advisory Circular on barricades and lighting.
- The paving limits will wrap around the east and west ends of the hangar, and tie into the new pavement installed on the previous project.

Mike H. and Mike E. suggested several options to minimize the construction duration for this project.

These are as follows:

- A pavement section that minimizes construction time can be used. Most notably, the lime treated subgrade can be eliminated.
- The most time-efficient pavement section would be a full depth hot mix pavement on compacted subgrade. Although more expensive, this option may be the most viable when considering the potential of lost revenue due to the displacement of tenants.
- A pavement section utilizing either cement treated base material or flexible base material underneath hot mix could be used. This option could be more inexpensive than the full depth hot mix option, but would take longer to construct.
- Jim P. asked about the possibility of using the cold in-place recycling method. Mike H. explained that HNTB would not recommend this option, primarily because of the lack of a suitable existing pavement section that would be pulverized and used as a base material.

- Prepare and submit proposal.
- Contact Bill Dyer for the meets and bounds description of the Airport property.
- The proposal should include the development of pavement section alternatives.

Steve Chutchian

From: Steve Chutchian
Sent: Friday, November 19, 2004 3:31 PM
To: 'jholder@hntb.com'
Subject: Richard Byrd North Proposal

Jerry:

Jim Pierce looked at the proposal that your firm submitted for the Richard Byrd North design project, and asked that we include the following:

- Section 2.II.A.3.e
include one Eades & Grim ph test
- Section 2.II.D.2
change to 5 half-size sets of plans and bid documents
- Section 2.II.E.1
Provide five (5) half-size sets of plan and specifications for the Owner

Please provide revised bid proposal documents that reflect the above items, or respond by letter or email, indicating that the above items will be performed. Thanks.

Steve C.

| | | | |
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