

SPECTRUM CONNECTION NORTH / SOUTH

RESOLUTION NO. R97-047

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND DART FOR THE SPECTRUM RAILROAD CROSSING.

WHEREAS, in a continued effort by the Town of Addison to improve traffic congestion throughout the Town, the town desires to extend Spectrum Drive north across DART's railroad tracks and DART's right-of-way at Mile Post 598.09; and

WHEREAS, the at-grade crossing of Spectrum Road across DART's railroad tracks will require \$300,000 worth of safety improvements to the crossing to be paid by the Town of Addison; and

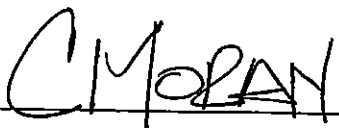
WHEREAS, the granting of this license shall not be construed in any way to constitute a dedication of the property to the public; now, therefore,

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

THAT, the City Council does hereby authorize the City Manager to enter into an interlocal agreement between the Town of Addison and DART for the Spectrum Railroad Crossing.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 24th day of June, 1997.

ATTEST:



City Secretary

OFFICE OF THE CITY SECRETARY


Mayor

RESOLUTION NO. R97-047

OPEN

DART

Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278

September 5, 1997

Mr. John R. Baumgartner, P.E.
Director of Public Works
Town of Addison
P. O. Box 144
Addison, Texas 75001

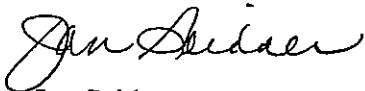
Re: License Agreement No. 970904 covering the proposed Spectrum Drive crossing

Dear Mr. Baumgartner:

Enclosed is a fully-executed agreement as referenced above. Should you need to contact us in the future regarding this document, please reference the agreement number above.

Please contact me at (214) 749-2917 if I can be of assistance with any future crossings of DART-owned railroad properties.

Sincerely,



Jan Seidner
Manager, Railroad Facilities
Commuter Rail & Railroad Management

JMS:
Enclosure

LICENSE AGREEMENT

THIS AGREEMENT, by and between DALLAS AREA RAPID TRANSIT, ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act"), and the TOWN OF ADDISON, a home rule city ("Licensee"), acting herein by and through its duly authorized city manager, whose mailing address is P. O. Box 144, Addison, Texas 75001,

WITNESSETH:

1. **Purpose.** DART hereby grants a license to Licensee for the purpose of constructing, installing, and maintaining a paved four-lane Public Road Crossing (the "Permitted Improvements"), forty-eight (48) feet in width, extending Spectrum Drive across DART's tracks on the DART right-of-way at Mile Post 598.09 in Addison, Dallas County, Texas, more particularly described and shown on the plat marked Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The term Permitted Improvements shall include the concrete pre-cast crossing material, pavement, grading, barricades, street lighting, drainage facilities, signs, warning protection devices and approaches as designated by DART.

The Property shall be used by Licensee solely for construction of the Permitted Improvements and use by the public, **EXCEPT, HOWEVER, AND IT IS UNDERSTOOD BY BOTH DART AND LICENSEE THAT THE GRANTING OF THIS LICENSE SHALL NOT BE CONSTRUED IN ANY WAY TO CONSTITUTE A DEDICATION OF THE PROPERTY TO THE PUBLIC.** Licensee's right to enter upon and use the Property shall be entirely subject to the terms and provisions of this License Agreement.

2. **Consideration.** The consideration for the granting of this License shall be the following:

2.01. The performance by Licensee of each of the obligations undertaken by Licensee in this License.

2.02. As further consideration for the granting of this License, and in lieu of closure of two (2) public or private at-grade highway/rail crossings within the town limits of Addison, Licensee shall place the sum of \$300,000.00 into a special fund (the "Crossing Fund") to be used for providing additional warning/median protection devices at certain high traffic count highway-rail crossings within the Town of Addison as mutually determined and agreed upon between DART and Licensee. Licensee shall monitor all expenditures from the Crossing Fund until money is depleted, subject to audit by DART.

3. **Term.** The term of this license shall be perpetual subject, however, to termination by either party as provided herein.

4. **Non Exclusive License.** This license is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by DART, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, public or private, for the use of the Property for facilities

presently located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

5. Design, Construction, Operation and Maintenance. DART's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding DART's inclusion within its system of measures designed to reduce stray current which may cause corrosion, Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could produce corrosive effects to the Permitted Improvements.

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvements on the Property shall be done in such a manner so as not to interfere in any way with the operations of DART or other railroad operations, (the "Railroad", whether one or more). In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and construction of the Permitted Improvements.

5.02. During the design phase and prior to commencing any construction or installation on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to DART and the Railroad when the construction is going to be within the area of Railroad operations. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by DART and Railroad.

~~5.03. By acceptance of this license, Licensee agrees to design, construct, install and maintain the Permitted Improvements in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property under this Agreement.~~

5.04. By acceptance of this license, Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. Absence of markers does not constitute a warranty by DART that there are no subsurface installations on the Property.

5.06. If at any time, traffic volume or other circumstances should warrant a grade separation for the crossing licensed hereunder, Licensee shall be responsible for the installation of such grade separation to DART's standards, at no cost to DART.

6. Governmental Approvals. Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. DART's Standard Contract and Insurance. No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed DART's Standard Contractors Agreement covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to DART.

8. Duty of Care in Construction, Operation and Maintenance. Licensee or its contractor shall use reasonable care during the construction, operation and maintenance period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of DART. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or such adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to DART. If Licensee or its contractor fails or refuses to make such replacement, DART shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to DART upon demand.

9. Environmental Protection.

9.01 Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act.

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. Licensee shall indemnify and hold DART harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this Agreement.

10. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. Maintenance of Completed Improvements. After the Permitted Improvements have been constructed, they shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use; PROVIDED, HOWEVER, with respect to the warning protection devices installed as Permitted Improvements, such devices shall be maintained by the Railroad, upon acceptance of installation in accordance with approved plans, subject to reimbursement therefor by Licensee. In the event the Licensee fails to maintain the Property as required, upon discovery, DART shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, DART shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event DART exercises its right to

remedy Licensee's failure, Licensee agrees to immediately pay to DART all costs incurred by DART upon demand.

12. Future Use by DART.

12.01. This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever.

12.02. In the event that DART shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation of the Permitted Improvements shall be necessary or convenient for DART's use of the Property, or that the crossing must be modified, including but not limited to the installation of grade crossing signals, Licensee shall, at its sole cost and expense make such modifications or relocate said Permitted Improvements so as not to interfere with DART's or DART's assigns use of the Property. In this regard, DART may, but is not obligated to, designate other property for the relocation of the Permitted Improvements. A minimum of thirty (30) days written notice for the exercise of one or more of the above actions shall be given by DART, and Licensee shall promptly commence to make the required changes and complete them as quickly as possible.

13. Duration of License. This license shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvements; (b) in the event Licensee shall relocate the Permitted Improvements from the Property; (c) upon termination in accordance with paragraph 18 of this Agreement, whichever event first occurs.

14. Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold DART harmless from any failure to so abide and all actions resulting therefrom. Licensee acknowledges the current applicability of federal and state railroad regulatory agency requirements for the blowing of whistles when approaching at-grade public and private road crossings.

15. Indemnification.

15.01. Licensee shall defend, protect and keep DART and Railroad forever harmless and indemnified against and from any penalty, or damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Property by Licensee, whether occasioned by the neglect of Licensee, its employees, officers, agents, contractors or assigns, or those holding under Licensee;

15.02. Licensee shall at all times protect, indemnify and it is the intention of the parties hereto that Licensee hold DART and Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of, or from any accident or other occurrence on or about the Property causing personal injury, death, or property damage, except when caused by the willful misconduct or negligence of DART or Railroad, their officers, employees or agents, and then only to the extent of the proportion of any fault determined against DART for its willful misconduct or negligence;

15.03. Licensee shall at all times protect, indemnify and hold DART and Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any and all claims or causes of action resulting from any failure of Licensee, its officers,

employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.

16. Action Upon Termination of License. At such time as this license may be terminated or cancelled for any reason whatever, Licensee, upon request by DART, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition existing at the date of execution of this License, at Licensee's sole expense.

17. Assignment. Licensee shall not assign or transfer its rights under this Agreement in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of DART which DART is under no obligation to grant.

18. Methods of Termination. This Agreement may be terminated in any of the following ways:

- 18.01. Written Agreement of both parties;
- 18.02. By either party giving the other party thirty (30) days written notice.
- 18.03. By either party, upon failure of the other party to perform its obligations as set forth in this Agreement.

19. Miscellaneous.

19.01. Notice. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR: Dallas Area Rapid Transit
P. O. Box 660163
Dallas, Texas 75266-7210
Attn: Railroad Management

LICENSEE: Town of Addison
P. O. Box 144
Addison, Texas 75001
Attn: Director of Public Works

Either party may from time to time designate another and different address for receipt of notice by giving notice of such change of address.

19.02. Attorney Fees. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

19.03 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

19.04 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

19.05. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

19.06. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals this 4th day of September, 1997.

LICENSOR:

DALLAS AREA RAPID TRANSIT

By: 

Roger Snoble

President/Executive Director

LICENSEE:

TOWN OF ADDISON

By: 

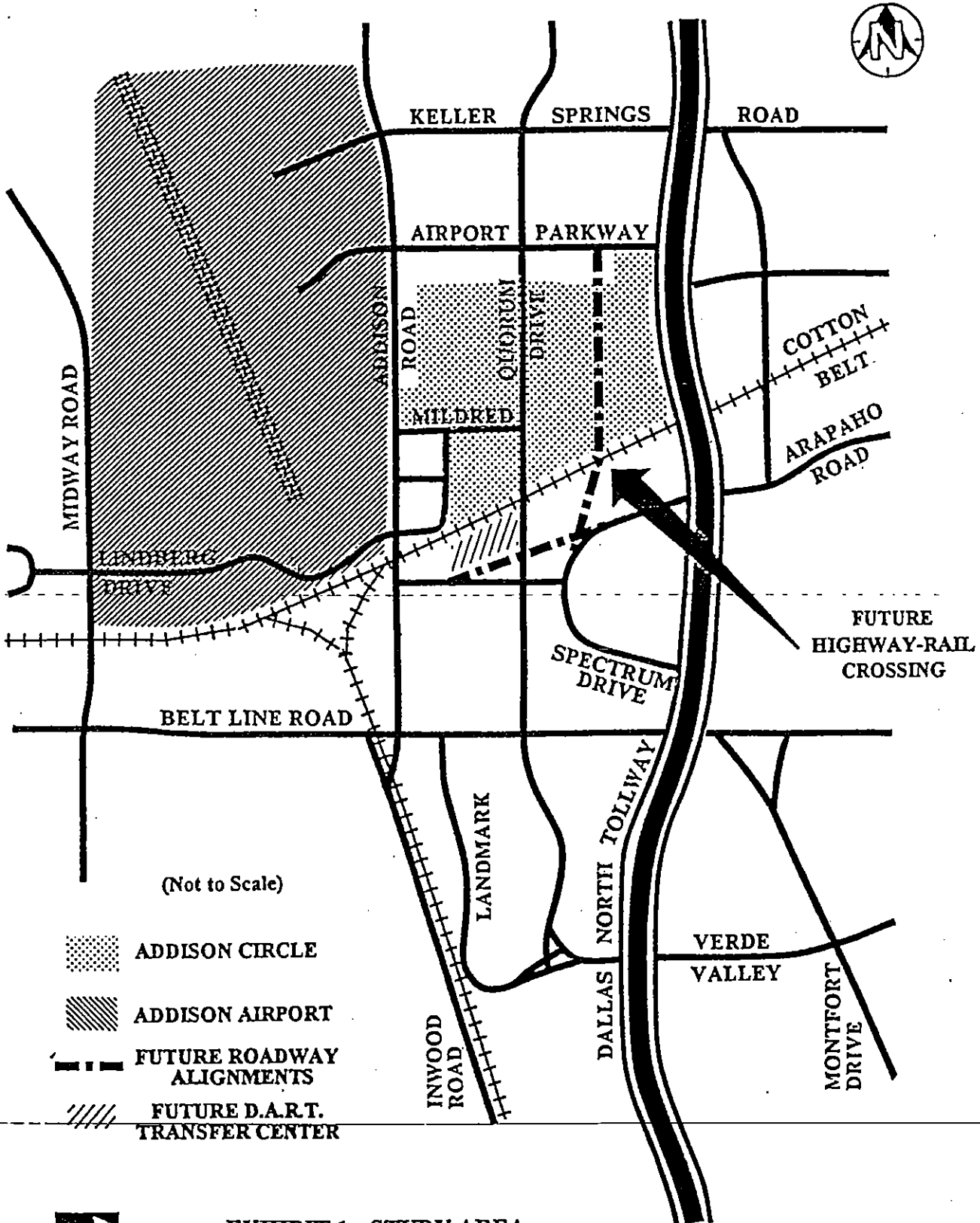
Printed Name: RON WHITEHEAD

Title: CITY MANAGER





APPROVED AS TO FORM:


Office of DART General Counsel

EXHIBIT A



(Not to Scale)

-  ADDISON CIRCLE
-  ADDISON AIRPORT
-  FUTURE ROADWAY ALIGNMENTS
-  FUTURE D.A.R.T. TRANSFER CENTER



**EXHIBIT 1 - STUDY AREA:
FUTURE SPECTRUM DRIVE EXTENSION**



Dallas Area Rapid Transit

960138

RESOLUTION

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT
(Executive Committee)

Grant of a License for an At-Grade Public Road Crossing in Addison

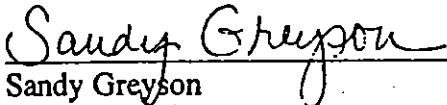
WHEREAS, the Town of Addison has requested an at-grade public road crossing on Spectrum Drive to cross the Cotton Belt railroad right-of-way; and


WHEREAS, by Board Resolution No. 960033, DART adopted a policy to reduce the number of public and private at-grade crossings; and

WHEREAS, the Federal Railroad Administration and the Texas Department of Transportation have similar policies to eliminate or consolidate public and private at-grade, highway-rail crossings; and

WHEREAS, because no realistic closure possibilities exist, and the proposed at-grade road crossing is a critical element in Addison's proposed Addison Circle development, additional warning protection devices will be added at existing crossings in lieu of closure.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to execute a license for an at-grade public road crossing in Addison, as shown in Attachment 1, subject to the Town of Addison providing additional warning protection devices at existing at-grade public road crossings in Addison, Texas at a cost to the Town of \$300,000.



Sandy Greyson
Secretary


Billy J. Ratcliff
Chairman

APPROVED AS TO FORM:

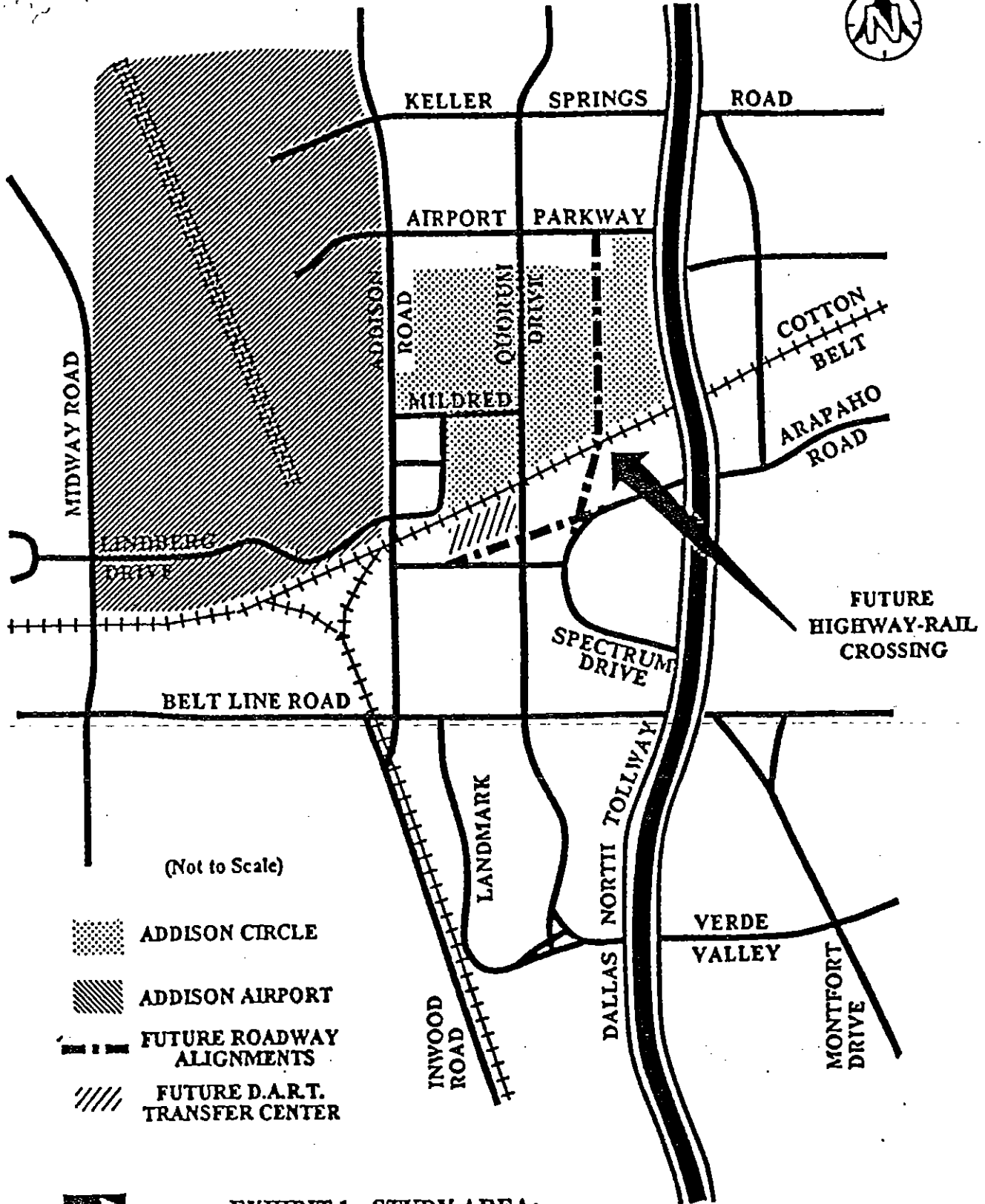
ATTEST:


DART Counsel


Roger Snoble
President/Executive Director

August 13, 1996

Date



(Not to Scale)



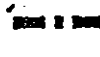

-  ADDISON CIRCLE
-  ADDISON AIRPORT
-  FUTURE ROADWAY ALIGNMENTS
-  FUTURE D.A.R.T. TRANSFER CENTER



EXHIBIT 1 - STUDY AREA:
FUTURE SPECTRUM DRIVE EXTENSION

RESOLUTION NO. R97-047

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF ADDISON AND DART FOR THE SPECTRUM RAILROAD CROSSING.

WHEREAS, in a continued effort by the Town of Addison to improve traffic congestion throughout the Town, the town desires to extend Spectrum Drive north across DART's railroad tracks and DART's right-of-way at Mile Post 598.09; and

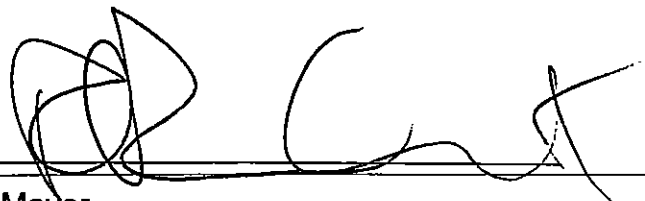
WHEREAS, the at-grade crossing of Spectrum Road across DART's railroad tracks will require \$300,000 worth of safety improvements to the crossing to be paid by the Town of Addison; and

WHEREAS, the granting of this license shall not be construed in any way to constitute a dedication of the property to the public; now, therefore,

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

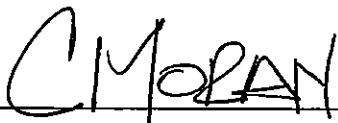
THAT, the City Council does hereby authorize the City Manager to enter into an interlocal agreement between the Town of Addison and DART for the Spectrum Railroad Crossing.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 24th day of June, 1997.



Mayor

ATTEST:



City Secretary

OPEN



Dallas Area Rapid Transit
P.O. Box 660163
Dallas, Texas 75266-0163
214/749-3278

September 5, 1997

Mr. John R. Baumgartner, P.E.
Director of Public Works
Town of Addison
P. O. Box 144
Addison, Texas 75001

Re: License Agreement No. 970904 covering the proposed Spectrum Drive crossing

Dear Mr. Baumgartner:

Enclosed is a fully-executed agreement as referenced above. Should you need to contact us in the future regarding this document, please reference the agreement number above.

Please contact me at (214) 749-2917 if I can be of assistance with any future crossings of DART-owned railroad properties.

Sincerely,

A handwritten signature in cursive script that reads "Jan Seidner".

Jan Seidner
Manager, Railroad Facilities
Commuter Rail & Railroad Management

JMS:
Enclosure

LICENSE AGREEMENT

THIS AGREEMENT, by and between DALLAS AREA RAPID TRANSIT, ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act"), and the TOWN OF ADDISON, a home rule city ("Licensee"), acting herein by and through its duly authorized city manager, whose mailing address is P. O. Box 144, Addison, Texas 75001,

WITNESSETH:

1. **Purpose.** DART hereby grants a license to Licensee for the purpose of constructing, installing, and maintaining a paved four-lane Public Road Crossing (the "Permitted Improvements"), forty-eight (48) feet in width, extending Spectrum Drive across DART's tracks on the DART right-of-way at Mile Post 598.09 in Addison, Dallas County, Texas, more particularly described and shown on the plat marked Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The term Permitted Improvements shall include the concrete pre-cast crossing material, pavement, grading, barricades, street lighting, drainage facilities, signs, warning protection devices and approaches as designated by DART.

The Property shall be used by Licensee solely for construction of the Permitted Improvements and use by the public, **EXCEPT, HOWEVER, AND IT IS UNDERSTOOD BY BOTH DART AND LICENSEE THAT THE GRANTING OF THIS LICENSE SHALL NOT BE CONSTRUED IN ANY WAY TO CONSTITUTE A DEDICATION OF THE PROPERTY TO THE PUBLIC.** Licensee's right to enter upon and use the Property shall be entirely subject to the terms and provisions of this License Agreement.

2. **Consideration.** The consideration for the granting of this License shall be the following:

2.01. The performance by Licensee of each of the obligations undertaken by Licensee in this License.

2.02. As further consideration for the granting of this License, and in lieu of closure of two (2) public or private at-grade highway/rail crossings within the town limits of Addison, Licensee shall place the sum of \$300,000.00 into a special fund (the "Crossing Fund") to be used for providing additional warning/median protection devices at certain high traffic count highway-rail crossings within the Town of Addison as mutually determined and agreed upon between DART and Licensee. Licensee shall monitor all expenditures from the Crossing Fund until money is depleted, subject to audit by DART.

3. **Term.** The term of this license shall be perpetual subject, however, to termination by either party as provided herein.

4. **Non Exclusive License.** This license is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by DART, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, public or private, for the use of the Property for facilities

presently located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

5. Design, Construction, Operation and Maintenance. DART's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding DART's inclusion within its system of measures designed to reduce stray current which may cause corrosion, Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could produce corrosive effects to the Permitted Improvements.

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvements on the Property shall be done in such a manner so as not to interfere in any way with the operations of DART or other railroad operations, (the "Railroad", whether one or more). In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and construction of the Permitted Improvements.

5.02. During the design phase and prior to commencing any construction or installation on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to DART and the Railroad when the construction is going to be within the area of Railroad operations. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by DART and Railroad.

~~5.03. By acceptance of this license, Licensee agrees to design, construct, install and maintain the Permitted Improvements in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property under this Agreement.~~

5.04. By acceptance of this license, Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. Absence of markers does not constitute a warranty by DART that there are no subsurface installations on the Property.

5.06. If at any time, traffic volume or other circumstances should warrant a grade separation for the crossing licensed hereunder, Licensee shall be responsible for the installation of such grade separation to DART's standards, at no cost to DART.

6. Governmental Approvals. Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. DART's Standard Contract and Insurance. No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed DART's Standard Contractors Agreement covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to DART.

8. Duty of Care in Construction, Operation and Maintenance. Licensee or its contractor shall use reasonable care during the construction, operation and maintenance period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of DART. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or such adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to DART. If Licensee or its contractor fails or refuses to make such replacement, DART shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to DART upon demand.

9. Environmental Protection.

9.01 Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act.

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. Licensee shall indemnify and hold DART harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this Agreement.

10. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. Maintenance of Completed Improvements. After the Permitted Improvements have been constructed, they shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use; PROVIDED, HOWEVER, with respect to the warning protection devices installed as Permitted Improvements, such devices shall be maintained by the Railroad, upon acceptance of installation in accordance with approved plans, subject to reimbursement therefor by Licensee. In the event the Licensee fails to maintain the Property as required, upon discovery, DART shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, DART shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event DART exercises its right to

remedy Licensee's failure, Licensee agrees to immediately pay to DART all costs incurred by DART upon demand.

12. Future Use by DART.

12.01. This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever.

12.02. In the event that DART shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation of the Permitted Improvements shall be necessary or convenient for DART's use of the Property, or that the crossing must be modified, including but not limited to the installation of grade crossing signals, Licensee shall, at its sole cost and expense make such modifications or relocate said Permitted Improvements so as not to interfere with DART's or DART's assigns use of the Property. In this regard, DART may, but is not obligated to, designate other property for the relocation of the Permitted Improvements. A minimum of thirty (30) days written notice for the exercise of one or more of the above actions shall be given by DART, and Licensee shall promptly commence to make the required changes and complete them as quickly as possible.

13. Duration of License. This license shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvements; (b) in the event Licensee shall relocate the Permitted Improvements from the Property; (c) upon termination in accordance with paragraph 18 of this Agreement, whichever event first occurs.

14. Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and Licensee agrees to indemnify and hold DART harmless from any failure to so abide and all actions resulting therefrom. Licensee acknowledges the current applicability of federal and state railroad regulatory agency requirements for the blowing of whistles when approaching at-grade public and private road crossings.

15. Indemnification.

15.01. Licensee shall defend, protect and keep DART and Railroad forever harmless and indemnified against and from any penalty, or damage, or charge, imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Property by Licensee, whether occasioned by the neglect of Licensee, its employees, officers, agents, contractors or assigns, or those holding under Licensee;

15.02. Licensee shall at all times protect, indemnify and it is the intention of the parties hereto that Licensee hold DART and Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of, or from any accident or other occurrence on or about the Property causing personal injury, death, or property damage, except when caused by the willful misconduct or negligence of DART or Railroad, their officers, employees or agents, and then only to the extent of the proportion of any fault determined against DART for its willful misconduct or negligence;

15.03. Licensee shall at all times protect, indemnify and hold DART and Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any and all claims or causes of action resulting from any failure of Licensee, its officers,

employees, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.

16. Action Upon Termination of License. At such time as this license may be terminated or cancelled for any reason whatever, Licensee, upon request by DART, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition existing at the date of execution of this License, at Licensee's sole expense.

17. Assignment. Licensee shall not assign or transfer its rights under this Agreement in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of DART which DART is under no obligation to grant.

18. Methods of Termination. This Agreement may be terminated in any of the following ways:

- 18.01. Written Agreement of both parties;
- 18.02. By either party giving the other party thirty (30) days written notice.
- 18.03. By either party, upon failure of the other party to perform its obligations as set forth in this Agreement.

19. Miscellaneous.

19.01. Notice. When notice is permitted or required by this Agreement, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR: Dallas Area Rapid Transit
P. O. Box 660163
Dallas, Texas 75266-7210
Attn: Railroad Management

LICENSEE: Town of Addison
P. O. Box 144
Addison, Texas 75001
Attn: Director of Public Works

Either party may from time to time designate another and different address for receipt of notice by giving notice of such change of address.

19.02. Attorney Fees. Any signatory to this Agreement who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.

19.03 Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

19.04 Entirety and Amendments. This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

19.05. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

19.06. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals this 4th day of September, 1977.

LICENSOR:

DALLAS AREA RAPID TRANSIT

By: _____


Roger Snoble

 President/Executive Director

LICENSEE:

TOWN OF ADDISON

By: _____

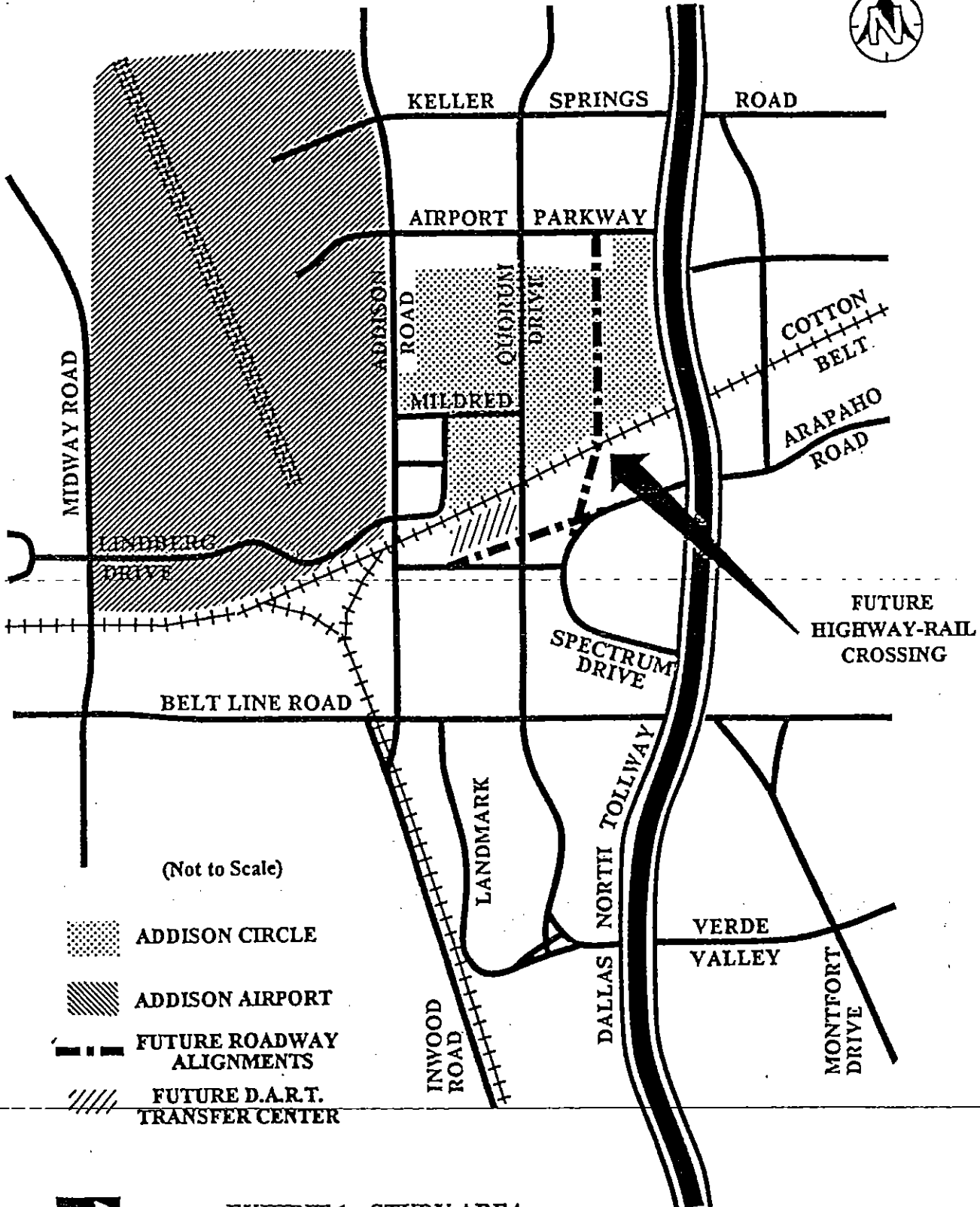

Printed Name: **RON WHITHEAD**

Title: **CITY MANAGER**





APPROVED AS TO FORM:


Office of DART General Counsel

EXHIBIT A



(Not to Scale)

-  ADDISON CIRCLE
-  ADDISON AIRPORT
-  FUTURE ROADWAY ALIGNMENTS
-  FUTURE D.A.R.T. TRANSFER CENTER



**EXHIBIT 1 - STUDY AREA:
FUTURE SPECTRUM DRIVE EXTENSION**



Dallas Area Rapid Transit

960138

RESOLUTION

RESOLUTION

of the

DALLAS AREA RAPID TRANSIT
(Executive Committee)

Grant of a License for an At-Grade Public Road Crossing in Addison

WHEREAS, the Town of Addison has requested an at-grade public road crossing on Spectrum Drive to cross the Cotton Belt railroad right-of-way; and

WHEREAS, by Board Resolution No. 960033, DART adopted a policy to reduce the number of public and private at-grade crossings; and

WHEREAS, the Federal Railroad Administration and the Texas Department of Transportation have similar policies to eliminate or consolidate public and private at-grade, highway-rail crossings; and

WHEREAS, because no realistic closure possibilities exist, and the proposed at-grade road crossing is a critical element in Addison's proposed Addison Circle development, additional warning protection devices will be added at existing crossings in lieu of closure.

NOW, THEREFORE, BE IT RESOLVED by the Dallas Area Rapid Transit Board of Directors that the President/Executive Director or his designee is authorized to execute a license for an at-grade public road crossing in Addison, as shown in Attachment 1, subject to the Town of Addison providing additional warning protection devices at existing at-grade public road crossings in Addison, Texas at a cost to the Town of \$300,000.

Sandy Greyson
Sandy Greyson
Secretary

Billy J. Ratcliff
Billy J. Ratcliff
Chairman

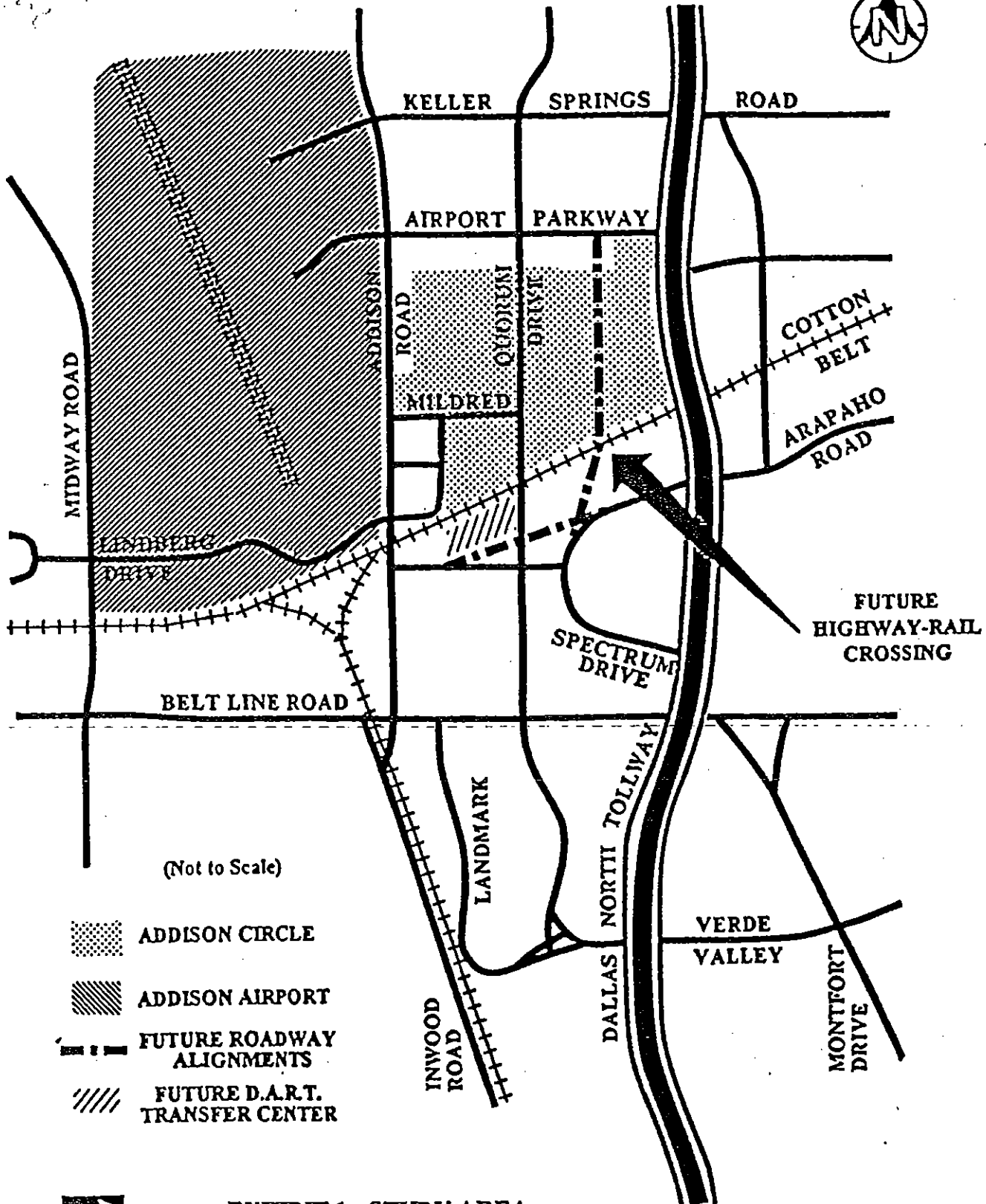
APPROVED AS TO FORM:

ATTEST:





Robert Costner
DART Counsel

Roger Snoble
Roger Snoble
President/Executive Director

August 13, 1996
Date



(Not to Scale)

-  ADDISON CIRCLE
-  ADDISON AIRPORT
-  FUTURE ROADWAY ALIGNMENTS
-  FUTURE D.A.R.T. TRANSFER CENTER



**EXHIBIT 1 - STUDY AREA:
FUTURE SPECTRUM DRIVE EXTENSION**

NTBA

EVALUATION CRITERIA FOR ENGINEERING

POINTS MULTIPLIER SCORE

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
<i>no larger projects</i>	1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10 7	4 <u>28</u>
<i>P.M. not much road</i>	2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10 67	4 <u>28</u>
<i>dallas</i>	3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1 <u>7</u>
<i>only eaglepoint</i>	4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1 <u>7</u>
<i>↳</i>	5. Technical approach to this project. (Include computer capacity).	0-10	1 <u>6</u>
	6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2 _____
	7. Oral presentation (short listed firms only, if necessary).	0-10	4 _____

76

WRJ

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10 ⁶	4	<u>24</u>
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10 ⁶	4	<u>24</u>
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1	<u>7</u>
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1	<u>6</u>
5. Technical approach to this project. (Include computer capacity).	0-10	1	<u>5</u>
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2	_____
7. Oral presentation (short listed firms only, if necessary).	0-10	4	_____

fair

*short experience
little
roadwork*

central

fair

*micro -
no design
feedback*

66

Brown Root

EVALUATION CRITERIA FOR ENGINEERING

		<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
<i>Hard to measure - all reconstr...</i>	1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10 7	4	³ <u>28</u>
<i>really really good</i>	2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10 9	4	<u>36</u>
<i>Dallas</i>	3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1	<u>7</u>
<i>Leofah</i>	4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1	<u>8</u>
	5. Technical approach to this project. (Include computer capacity).	0-10	1	<u>6</u>
	6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2	_____
	7. Oral presentation (short listed firms only, if necessary).	0-10	4	_____
				85

Lebrick Rollins

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
<i>Tons of small roadwork, + visual enhancement</i>	1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	9 4 <u>36</u>
<i>Pretty Good</i>	2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	8 4 <u>32</u>
<i>Arlington</i>	3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1 <u>6</u>
<i>Good</i>	4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1 <u>8</u>
<i>micro units Deepak</i>	5. Technical approach to this project. (Include computer capacity).	0-10	1 <u>9</u>
	6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2 <u> </u>
	7. Oral presentation (short listed firms only, if necessary).	0-10	4 <u> </u>
			91

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>	
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	6	4	<u>24</u>
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	6	4	<u>24</u>
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	9	1	<u>9</u>
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	8	1	<u>8</u>
5. Technical approach to this project. (Include computer capacity).	0-10	8	1	<u>8</u>
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10		2	<u>73</u>
7. Oral presentation (short listed firms only, if necessary).	0-10		4	<u> </u>

Small firm, Geotech sub small, new Co.

Firm started in Dallas in 1998

No indication of how long people have been with Co.

GBW

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>	
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	9	4	<u>36</u>
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. <u>Indicate length of time key employees have been with the firm as well as their home office location.</u>	0-10	8	4	<u>32</u>
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	8	1	<u>8</u>
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	6	1	<u>6</u>
5. Technical approach to this project. (Include computer capacity).	0-10	7	1	<u>7</u>
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10		2	<u>89</u>
7. Oral presentation (short listed firms only, if necessary).	0-10		4	<u> </u>

Weak on Computer capacity

Weak QA/QC

Some employees not listed for length of time with firm

Office location for H. Bruce Allen (HNTB)

N. D. Maier

EVALUATION CRITERIA FOR ENGINEERING

POINTS MULTIPLIER SCORE

- | | | | | | |
|----|--|------|-----|---|-------------|
| 1. | The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before. | 0-10 | 8 | 4 | <u>32</u> |
| 2. | Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location. | 0-10 | 8.5 | 4 | <u>34</u> |
| 3. | Location of main office and/or branch office that will provide services and experience in the local area. | 0-10 | 9 | 1 | <u>9</u> |
| 4. | Management approach to this project. (Include QA/QC, schedule and budget programs). | 0-10 | 7.5 | 1 | <u>7.5</u> |
| 5. | Technical approach to this project. (Include computer capacity). ← Good | 0-10 | 8 | 1 | <u>8</u> |
| 6. | Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary). | 0-10 | | 2 | <u> </u> |
| 7. | Oral presentation (short listed firms only, if necessary). | 0-10 | | 4 | <u> </u> |

~~90.5~~

No gestures called out
No coordination between projects & present staff

QA/QC mentioned, but not very comprehensive

TC #B

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>	
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	9.5	4	<u>38</u>
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	9.5	4	<u>38</u>
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	9	1	<u>9</u>
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	8	1	<u>8</u>
5. Technical approach to this project. (Include computer capacity).	0-10	8	1	<u>8</u>
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10		2	<u> </u>
7. Oral presentation (short listed firms only, if necessary).	0-10		4	<u> </u>

~~8~~
101

EVALUATION CRITERIA FOR ENGINEERING

POINTS MULTIPLIER SCORE

<p>WORKED WITH PARSONS TRANS ON QUORUM/ INWOOD connect™ NUMEROUS RELEVANT PROJECTS</p>	<p>1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.</p>	0-10	4 X 10	<u>40</u>
<p>JACK HATCHELL - TRAFFIC PAUL ARMSTRONG - QA/QC FRANK RAZUR - R.O.</p>	<p>2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.</p>	0-10	4 X 9	<u>36</u>
<p>DALLAS OFFICE</p>	<p>3. Location of main office and/or branch office that will provide services and experience in the local area.</p>	0-10	1 X 8.5	<u>8.5</u>
<p>VERY GOOD PRESENTATION</p>	<p>4. Management approach to this project. (Include QA/QC, <u>schedule</u> and budget programs). <i>(INCLUDES)</i></p>	0-10	1 X 9.5	<u>9.5</u>
<p>VERY GOOD PRESENTATION</p>	<p>5. Technical approach to this project. (Include computer capacity).</p>	0-10	1 X 9	<u>9</u>
<p>VERY GOOD</p>	<p>6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).</p>	0-10	2 X 9.5	<u>19</u>
	<p>7. Oral presentation (short listed firms only, if necessary).</p>	0-10	-4	<u> </u>

122

EVALUATION CRITERIA FOR ENGINEERING

POINTS MULTIPLIER SCORE

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	4 X 4	<u>16</u>
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	4 X 5	<u>20</u>
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1 X 7	<u>7</u>
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1 X 5	<u>5</u>
5. Technical approach to this project. (Include computer capacity).	0-10	1 X 5	<u>5</u>
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2 X 5	<u>10</u>
7. Oral presentation (short listed firms only, if necessary).	0-10	4	4

63

SEA PORT, AIRWAY
LAYOUT, STADIUM
EXPERIENCE

NON-RECENT
EXPERIENCE

DALLAS
OFFICE

LITTLE
DETAIL

GOOD, BUT
NON-RECENT
EXPERIENCE

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
<p><i>INTERSECTION 1.</i> <i>+ ALLEY</i> <i>CONSTRUCTION +</i> <i>EXPERIENCE</i> <i>PREDOMINANTLY</i></p> <p><i>STREET SCAPE</i></p> <p>1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.</p>	0-10	4 X 7	<u>28</u>
<p><i>WELL</i> <i>QUALIFIED</i> <i>INDIVIDUALS</i></p> <p>2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.</p>	0-10	4 X 9	<u>36</u>
<p><i>DALLAS</i> <i>LOCATION</i></p> <p>3. Location of main office and/or branch office that will provide services and experience in the local area.</p>	0-10	1 X 8	<u>8</u>
<p>4. Management approach to this project. (Include QA/QC, schedule and budget programs).</p>	0-10	1 X 9	<u>9</u>
<p><i>GOOD</i> <i>PRESENTATIONS</i></p> <p>5. Technical approach to this project. (Include computer capacity).</p>	0-10	1 X 9	<u>9</u>
<p><i>GOOD</i> <i>PRESENTATION</i></p> <p>6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).</p>	0-10	2 X 9	<u>18</u>
<p>7. Oral presentation (short listed firms only, if necessary).</p>	0-10	4	<u>4</u>
			<u>108</u>

EVALUATION CRITERIA FOR ENGINEERING

POINTS MULTIPLIER SCORE

<i>EXTENSION RECENT ROADWAY EXPERIENCE</i>	1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	4x9	<u>36.0</u>
<i>EXCELLENT DESIGN + ROADWAY CRE DESIGNERS</i>	2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	4x9	<u>36</u>
<i>CLOSE OFFICE LOCATION</i>	3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1x9	<u>9.0</u>
<i>INCLUDED A QA/QC INDIVIDUAL ON DESIGN TEAM - APPROACH IS GOOD VERY A PROBABLY</i>	4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1x7.5	<u>7.5</u>
	5. Technical approach to this project. (Include computer capacity).	0-10	1x8.5	<u>8.5</u>
<i>RE FIRM ONLY</i>	6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2x6	<u>12</u>
	7. Oral presentation (short listed firms only, if necessary).	0-10	4	_____
				<u>109</u>

EVALUATION CRITERIA FOR ENGINEERING

POINTS MULTIPLIER SCORE

1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.

0-10

4 X 9

36

NUMEROUS RECENT PROJECTS FOR ROADWAYS

2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.

0-10

4 X 9

36

SUB-TERRA MAR DID GEO TECH WORK FOR OKLAHOMA ROAD. QUALIFIED ENGINEERS

3. Location of main office and/or branch office that will provide services and experience in the local area.

0-10

1 X 7.5

7.5

DALLAS OFFICE

4. Management approach to this project. (Include QA/QC, schedule and budget programs).

0-10

1 X 8.5

8.5

DETAILED

5. Technical approach to this project. (Include computer capacity).

0-10

1 X 9.0

9

PRESENTATIONS

6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).

0-10

2 X 8

16

GOOD

7. Oral presentation (short listed firms only, if necessary).

~~0-10~~

~~4~~

113

F & H ①

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	4	_____
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	4	_____
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1	_____
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1	_____
5. Technical approach to this project. (Include computer capacity).	0-10	1	_____
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2	_____
7. Oral presentation (short listed firms only, if necessary).	0-10	4	_____

PBSJ (2)

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	4	_____
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	4	_____
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1	_____
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1	_____
5. Technical approach to this project. (Include computer capacity).	0-10	1	_____
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2	_____
7. Oral presentation (short listed firms only, if necessary).	0-10	4	_____

Pac. Koch (2)

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	4	_____
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	4	_____
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1	_____
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1	_____
5. Technical approach to this project. (Include computer capacity).	0-10	1	_____
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2	_____
7. Oral presentation (short listed firms only, if necessary).	0-10	4	_____



An employee-owned company

PBS&J

②

October 19, 2001

Mr. Steven Z. Chutchian
Assistant City Engineer
Town of Addison
P.O. Box 9010
Addison, Texas 75001-9010

Dear Mr. Chutchian:

PBS&J is pleased to submit to the Town of Addison this Statement of Qualifications for Engineering Services for Spectrum Drive Paving & Drainage Improvements. We have an experienced team of professionals who can provide quality services for this project.

PBS&J's broad range of services are available for any project. We can certainly provide the typical survey and design services required. We have also included the resumes of our landscape architects in case assistance with streetscape is needed. We have investigated the project and understand that pavement, storm sewer, railroad crossing and landscape improvements will be involved. Our experience with urban projects also makes us very aware of the challenges of underground utilities in any such project. We will provide the necessary documents needed to assist with right-of-way acquisition. We also have right-of-way acquisition capabilities as well as construction services available if you found that they would be of assistance on this project.

We look forward to further discussions with you about this project. Please contact me or Ted Gaertner if you have any questions about our submittal.

Sincerely,

Clarence Daugherty, P.E.
Director of Municipal Services

Steve Chutchian

To: Michael Murphy; Jim Pierce; Luke Jalbert
Subject: Spectrum Drive SOQ's

The 18 SOQ's that were received for the Spectrum Drive Improvements are distributed to each of us for review and evaluation as follows:

Mike Murphy

PBS & J
Bridgefarmer & Associates, Inc.
Pacheco Koch
Freese and Nichols, Inc. ✧

Jim Pierce

GBW
Turner Collie & Braden, Inc.
Pate Engineers
Nathan D. Maier Consulting Engineers

Steve Chutchian

Chiang, Patel & Yerby, Inc.
Transystems Corporation
Lockwood Andrews & Newman, Inc.
Doucet & Associates, Inc.
Sunland Engineering Company

Luke Jalbert

Huitt-Zollars
Williams-Russell and Johnson, Inc.
NTB Associates, Inc.
Schrickel, Rollins and Associates
Brown & Root Services

The first name listed in bold for each reviewer was one of the four firms that we originally sent requests for SOQ's. As we discussed, each reviewer should review the firms on their list in comparison to the firm listed in bold. Subsequently, we can meet as a group and submit 1 or 2 firms each for group evaluation. This will greatly reduce our total evaluation time on this endeavor.

Thanks.


Steve Chutchian

Steve Chutchian

To: Michael Murphy; Jim Pierce; Luke Jalbert
Subject: Spectrum Drive SOQ's

The 18 SOQ's that were received for the Spectrum Drive Improvements are distributed to each of us for review and evaluation as follows:

Mike Murphy

PBS & J
Bridgefarmer & Associates, Inc.
Pacheco Koch
Freese and Nichols, Inc.

Jim Pierce

GBW
Turner Collie & Braden, Inc.
Pate Engineers
Nathan D. Maier Consulting Engineers

Steve Chutchian

- ① **Chiang, Patel & Yerby, Inc.**
- ③ Transystems Corporation
- ② Lockwood Andrews & Newman, Inc.
- ④ Doucet & Associates, Inc.
- ⑤ Sunland Engineering Company

Luke Jalbert

Huitt-Zollars
Williams-Russell and Johnson, Inc.
NTB Associates, Inc.
Schrickel, Rollins and Associates
Brown & Root Services

The first name listed in bold for each reviewer was one of the four firms that we originally sent requests for SOQ's. As we discussed, each reviewer should review the firms on their list in comparison to the firm listed in bold. Subsequently, we can meet as a group and submit 1 or 2 firms each for group evaluation. This will greatly reduce our total evaluation time on this endeavor.

Thanks.

Steve Chutchian

Steve Chutchian

From: Minok Suh
Sent: Thursday, September 27, 2001 4:59 PM
To: Steve Chutchian
Cc: Bryan Langley; Luke Jalbert
Subject: RE: Spectrum Drive SOQ Requests

I will get the RFQ for advertisement for Friday, October 5 and 12. RFQ number will be 02-06. As for the earlier RFQ's being mailed out. I mailed it to the following addresses. Please let me know if there was an incorrecion on any of the addresses since I did not receive any return mail.

Thanks
Minok

Mr. Bruce Grantham, P.E.
GBW Engineers, Inc.
1919 S. Shiloh Rd., Suite 530
Garland, Texas 75042

Mr. Phil Yerby, P.E.
Principal
Chiang, Patel & Yerby, Inc.
1820 Regal Row, Suite 200
Dallas, Texas 75235

Mr. Clarence Daugherty, P.E.
PBS & J
13800 Montfort Drive, Suite 230
Dallas, Texas 75240-4347

Mr. David Meyers, P.E.
Huitt-Zollars, Inc.
P.O. Box 191294
Dallas, Texas 75219

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

From: Steve Chutchian
Sent: Thursday, September 27, 2001 4:17 PM
To: Minok Suh
Cc: Bryan Langley; Luke Jalbert
Subject: Spectrum Drive SOQ Requests

Minok - By separate e-mail, I have sent a revised request for Statements of Qualifications for the proposed Spectrum Drive Improvements project. We did not receive submittals from the firms that we were interested in. After contacting each firm, we learned that none of them received the original request for SOQ for this project. The deadline was Sept. 21, 2001. The new request that I e-mailed you has the deadline changed to October 19, 2001. I have already e-mailed the request to the following firms:

Huitt-Zollars, Inc.(David Meyers)
Chiang, Patel, & Yerby, Inc.(Phil Yerby)
GBW Engineers, Inc.(Bruce Grantham)
PBS & J(Clarance Daugherty)

Please place this request for Statements of Qualifications on Demand Star and return an acknowledgment to our department. Your assistance is appreciated.

Steve Chutchian

Steve Chutchian

To: Minok Suh
Cc: Bryan Langley; Luke Jalbert
Subject: Spectrum Drive SOQ Requests

Minok - By separate e-mail, I have sent a revised request for Statements of Qualifications for the proposed Spectrum Drive Improvements project. We did not receive submittals from the firms that we were interested in. After contacting each firm, we learned that none of them received the original request for SOQ for this project. The deadline was Sept. 21, 2001. The new request that I e-mailed you has the deadline changed to October 19, 2001. I have already e-mailed the request to the following firms:

Huitt-Zollars, Inc.(David Meyers)
Chiang, Patel, & Yerby, Inc.(Phil Yerby)
GBW Engineers, Inc.(Bruce Grantham)
PBS & J(Clarance Daugherty)

Please place this request for Statements of Qualifications on Demand Star and return an acknowledgment to our department. Your assistance is appreciated.

Steve Chutchian

REUSED
9/27/01

REQUEST FOR STATEMENTS OF QUALIFICATIONS

ENGINEERING SERVICES SPECTRUM DRIVE PAVING & DRAINAGE IMPROVEMENTS

TOWN OF ADDISON

The Town of Addison is presently accepting Statements of Qualifications from experienced engineering firms to provide engineering services related to the design of paving and drainage improvements on two sections of Spectrum Drive. The project limits are Arapaho Road across the Cotton Belt railroad to the second phase of Addison Circle, and the third phase of Addison Circle north to Airport Parkway. The scope of the project will include preparing documents for the acquisition of right-of-way, identification of utilities that need to be relocated, preparation of construction plans and specifications, and limited construction phase services. Preliminary planning documents are available for review and familiarization at the Department of Public Works.

Addison will accept written Statements of Qualifications (SOQ) from engineering consultants until 5:00 p.m., October 19, 2001. Four (4) copies of the SOQ shall be submitted. The SOQ should contain a maximum number of thirty (30) single sided pages on 8 ½" x 11" paper. The engineering firm should provide enough information to demonstrate the firm's ability to design the project. The SOQ shall designate the individuals who will be assigned to the project (Principal-in-charge, Project manager, Project Engineer, etc.) with resumes for each individual. A list of similar projects in scope and size that the firm has recently completed in the last five (5) years shall be provided. For each project a description shall be provided along with project cost, completion date, names of proposed design team members involved in the project, name of the client, contact person, and phone number for contact person.

All written Statements of Qualifications submitted shall be evaluated by the Selection Committee, which will be made up of Michael Murphy, P.E., Director of Public Works, James C. Pierce, P.E., Assistant Director of Public Works, Steven Z. Chutchian, P.E., Assistant City Engineer, and Luke Jalbert, E.I.T., Project Manager. The review of the SOQ's will be based on the selection criteria shown on the attached page. The SOQ should specifically address each criterion for evaluation. If it is deemed necessary, the top ranking firms will be asked to meet with the Town and make oral presentations. The firm the Town deems most qualified will then present a proposal to perform the work and a fee will be negotiated. The design contract will go to the City Council for approval.

Interested consultants should direct questions and submit Statements of Qualifications to:

Mailing: Steven Z. Chutchian, P.E.
Assistant City Engineer
P.O. Box 9010
Addison, Texas 75001-9010

Street: 16801 Westgrove
Addison, Texas

Phone: (972) 450-2886

Fax: (972) 450-2837

REQUEST FOR STATEMENTS OF QUALIFICATIONS
01-42
ENGINEERING SERVICES
SPECTRUM DRIVE AND PAVING & DRAINAGE IMPROVEMENTS

The Town of Addison is accepting Statements of Qualifications from experienced engineering firms to provide engineering services related to the design of paving and drainage improvements on two sections of Spectrum Drive. Statements of Qualifications (SOQ) from engineering firms will be accepted until 5:00 p.m. September 21, 2001 to Steven Chutchian, Assistant City Engineer at 16801 Westgrove, Addison, TX 75001.

Specifications can be obtained at www.demandstar.com. If you are not a member of DemandStar.com and wish to obtain a free copy of the bid specifications, you may contact the Purchasing Division at 972-450-7091 or pick one up at 5350 Belt Line Road, Addison, Texas 75240.

REQUEST FOR STATEMENTS OF QUALIFICATIONS

ENGINEERING SERVICES SPECTRUM DRIVE PAVING & DRAINAGE IMPROVEMENTS

TOWN OF ADDISON

The Town of Addison is presently accepting Statements of Qualifications from experienced engineering firms to provide engineering services related to the design of paving and drainage improvements on two sections of Spectrum Drive. The project limits are Arapaho Road across the Cotton Belt railroad to the second phase of Addison Circle, and the third phase of Addison Circle north to Airport Parkway. The scope of the project will include preparing documents for the acquisition of right-of-way, identification of utilities that need to be relocated, preparation of construction plans and specifications, and limited construction phase services. Preliminary planning documents are available for review and familiarization at the Department of Public Works.

Addison will accept written Statements of Qualifications (SOQ) from engineering consultants until 5:00 p.m., September 21, 2001. Four (4) copies of the SOQ shall be submitted. The SOQ should contain a maximum number of thirty (30) single sided pages on 8 ½" x 11" paper. The engineering firm should provide enough information to demonstrate the firm's ability to design the project. The SOQ shall designate the individuals who will be assigned to the project (Principal-in-charge, Project manager, Project Engineer, etc.) with resumes for each individual. A list of similar projects in scope and size that the firm has recently completed in the last five (5) years shall be provided. For each project a description shall be provided along with project cost, completion date, names of proposed design team members involved in the project, name of the client, contact person, and phone number for contact person.

All written Statements of Qualifications submitted shall be evaluated by the Selection Committee, which will be made up of Michael Murphy, P.E., Director of Public Works, James C. Pierce, P.E., Assistant Director of Public Works, Steven Z. Chutchian, P.E., Assistant City Engineer, and Luke Jalbert, E.I.T., Project Manager. The review of the SOQ's will be based on the selection criteria shown on the attached page. The SOQ should specifically address each criterion for evaluation. If it is deemed necessary, the top ranking firms will be asked to meet with the Town and make oral presentations. The firm the Town deems most qualified will then present a proposal to perform the work and a fee will be negotiated. The design contract will go to the City Council for approval.

Interested consultants should direct questions and submit Statements of Qualifications to:

Mailing:	Steven Z. Chutchian, P.E. Assistant City Engineer P.O. Box 9010 Addison, Texas 75001-9010	Street:	16801 Westgrove Addison, Texas
Phone:	(972) 450-2886	Fax:	(972) 450-2837



McCullah Surveying, Inc.

DAVID F. McCULLAH, RPLS
President

16531 Addison Road
Addison, Texas 75001
Phone 972-713-9777

E-mail - dfmccullah@worldnet.att.net
Mobile - 972-333-1064
Fax - 972-713-9776



Creating the Difference

Doucet & Associates, Inc.

Consulting Engineers

(214) 361-5991
(214) 361-7412 Fax
9400 N. Central Expwy., Suite 1640
Dallas, TX 75231
www.doucetandassociates.com

Garry Kraus, P.E.
Vice President
garry.kraus@doucet-dallas.com

TRANSYSTEMS
CORPORATION 
CONSULTANTS

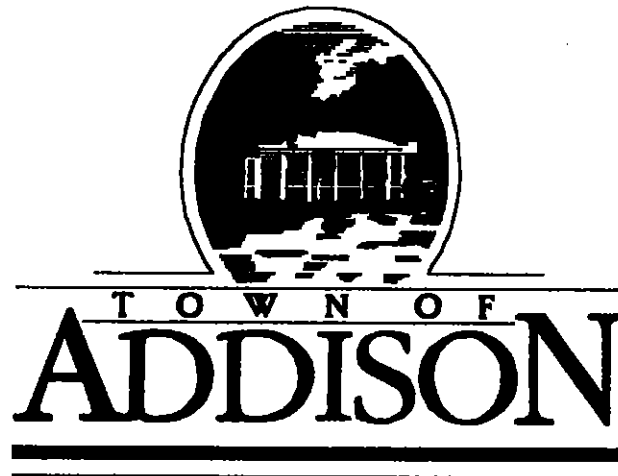
Paul J. Padilla, P.E.
Office Manager

3010 LBJ Freeway, Suite 990
Dallas, Texas 75234
pypadilla@transystems.com
(972) 280-9300
Mobile: (817) 296-7962
Fax: (972) 280-9715

www.transystems.com

STATEMENT OF QUALIFICATIONS
ENGINEERING SERVICES FOR
SPECTRUM DRIVE PAVING
AND
DRAINAGE IMPROVEMENTS

Prepared for the
TOWN OF ADDISON



Submitted By



Grantham, Burge & Waldbeuer

Engineers, Inc.

1919 S. SHILOH ROAD, SUITE 530 - GARLAND, TEXAS
(TEL) 972-840-1916 (FAX) 972-840-2156

HNTB

ALPHA TESTING, INC.

SEPTEMBER, 2001



Engineers, Inc.

September 20, 2001

Mr. Steven Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Re: Statement of Qualifications for Engineering Services
Spectrum Drive Paving and Drainage Improvements

Dear Mr. Chutchian:

GBW Engineers, Inc. (GBW) is pleased to submit this Statement of Qualifications for the Spectrum Drive Paving and Drainage Improvements project. GBW offers the following qualifications to the Town of Addison.

- Three principals with a combined engineering experience of more than 60 years, much of which has been in the Dallas/Fort Worth metroplex;
- A project manager whose previous experience includes a number of paving, drainage and railroad crossing projects for the Town of Addison over a 15-year period. In addition, he has managed several significant engineering projects for DART including the SOC-1 light rail line section.
- A Registered Professional Land Surveyor, John F. (Jack) Wilder, R.P.L.S., with more than 39 years of surveying experience.
- Current knowledge of, and success in coordinating with, the franchise utility companies that operate in the Town of Addison;
- A proven commitment to honor project schedules and budgets while maintaining high quality, computer integrated engineering and surveying services;

GBW's current and projected workload will allow sufficient staff and equipment resources to be assigned to the timely execution of this project. We would welcome the opportunity to continue our working relationship with the Town of Addison.

Very truly yours,

A handwritten signature in black ink, appearing to read 'B. Grantham', is written over a horizontal line.

Bruce R. Grantham, P.E.
President

BG/gg

J:\WPDOCS\PROPOSAL\ADDISON\Spectrum\Cover01.ltr

STATEMENT OF QUALIFICATIONS

**ENGINEERING SERVICES FOR
SPECTRUM DRIVE PAVING AND DRAINAGE
IMPROVEMENTS**

Submitted to:

Steve Z. Chutchian, P.E.
Assistant City Engineer
Town of Addison
Post Office Box 9010
Addison, Texas 75001-9010

Submitted by:

GBW Engineers, Inc.
1919 S. Shiloh Rd.
Suite 530, LB 27
Garland, Texas 75042

With:

HNTB Corporation
and
Alpha Testing, Inc.

September, 2001

Table of Contents

Statement of Qualifications Engineering Services for Spectrum Drive Paving & Drainage Improvements Town of Addison

		Page No.
Section I	Similar Assignments	2
Section II	Key Personnel	7
Section III	Office and Local Experience	9
Section IV	Management Approach	12
Section V	Technical Approach	15

Section I

Similar Assignments

Prime Consultant - GBW Engineers, Inc.

GBW Engineers, Inc. (GBW) has teamed with the Dallas offices of HNTB and Alpha Testing, Inc. for the Town of Addison's Spectrum Drive Paving & Drainage Improvement project. GBW's principals and the firm's key production and surveying staff have successfully completed numerous paving and drainage improvement projects for municipalities and governmental agencies. In addition, the firms on GBW's team have all worked well together in the past. This team has the ability and resources to fast track significant assignments like the Spectrum Drive Paving & Drainage Improvement project.

GBW Projects

The following paving and drainage projects have been completed by GBW within the past five years or are nearing completion.

Project: North/South Arterial
Client: City of Highland Village
Contact Person: Mr. Will Lundberg, 972-317-2558

Mr. Jim Waldbauer was the project manager and Mr. Bruce Grantham was the quality control manager for this \$1,000,000 roadway design project. GBW performed the surveying and engineering work necessary to prepare construction plans, specifications and contract documents for a new two-lane roadway approximately 8,500 feet in length. This roadway includes asphalt pavement, stabilized subgrade, roadside ditches, significant drainage culverts and a roadway crossing at the Kansas City Southern railroad. Design of this roadway crossing required coordination with the railroad to formalize a mutual agreement with the City and preparation of the necessary engineering details. The design of this project was completed in 1998.

Project: Zion Road, I.H. 30 to Candlestick Drive
Client: City of Garland
Contact Person: Mr. Michael Polocek, P.E., 972-205-2178

Mr. Bruce Grantham is the project manager and Mr. Jim Waldbauer is the project engineer for this \$1,500,000 road reconstruction project. GBW is performing the surveying and engineering work necessary to widen a two-lane asphalt roadway with open drainage ditches into a four-lane reinforced concrete thoroughfare with a closed storm sewer system. This project includes a major culvert extension and a connection to the I.H. 30 overpass.

Similar Assignments (cont'd)

Project: 1997 Street Improvements
Client: City of Highland Village
Contact Person: Mr. Will Lundberg, 972-317-2558

Mr. Jim Waldbauer was the project manager and Mr. Bruce Grantham was the quality control manager for this \$2,000,000 street improvement project. GBW performed the surveying and engineering work necessary to prepare construction plans, specifications and contract documents for the reconstruction of several streets within the City. This project included the removal of existing asphalt pavement, placement of new roadway culverts, restabilization of the subgrade with cement, and placement of approximately 80,000 square yards of new pavement. Special attention was given to traffic control and handling during construction since the majority of the streets are located within existing residential areas. Numerous neighborhood meetings were held to coordinate the construction activities with citizens. In addition, GBW furnished a resident project representative. Construction on this project was completed in 1998.

Project: Cumberland Roadway Reconstruction
Client: City of Garland
Contact Person: Mr. Steve Oliver, 972-205-2000

GBW was retained to prepare construction plans and specifications for this \$1,200,000 roadway reconstruction project. The project generally consisted of removing and replacing approximately one mile of a concrete street in an existing residential area.

Project: Utility Relocations for Spring Valley/U.S. 75 Tunnel Project
Client: City of Richardson
Contact Person: Mr. Steve Spanos, P.E., 972-238-4230

Mr. Jim Waldbauer was the project manager for this \$1,000,000 utility and paving project. GBW performed the surveying and engineering work necessary to relocate major utilities in preparation for the construction of the Spring Valley tunnel under U.S. 75 in the City of Richardson. This project has been bid and is scheduled for completion in 2002.

Project: Century Retail Road Extension
Client: City of Allen
Contact Person: Mr. John Baumgartner, P.E., 972-727-0100

Mr. Jim Waldbauer was the project manager for this \$175,000 road construction project. GBW performed the surveying and engineering work necessary to extend Century Retail Road from its dead-end east of the U.S. 75 Northbound Frontage Road, south and then east to Century Parkway in the City of Allen. This project, which included drainage and utility improvements, was constructed in 1999.

Similar Assignments (cont'd)

Project: Arapaho Road Extension, Phase 2
Client: HNTB
Contact Person: Mr Jerry Holder, P.E., 972-661-5626

Mr. Bruce Grantham is the project manager as a subconsultant to HNTB for the extension of Arapaho Road from Surveyor Boulevard to Marsh Lane. GBW's scope of services includes assistance with the roadway alignment, drainage design, construction sequencing, traffic control, pavement markings and utility relocations. This project represents the first design contract to come out of an alignment study previously performed by this consulting team.

Project: Highland Village Road Traffic Signal Project
Client: City of Highland Village
Contact Person: Mr. Will Lundberg, 972-317-2558

Mr. Jim Waldbauer was the project manager and Mr. Bruce Grantham was the quality control manager for this \$180,000 traffic control and roadway improvement project. GBW performed the surveying and engineering work necessary to prepare construction plans, specifications and contract documents for a traffic signal project at the intersection of Highland Village Road and Highland Shores Boulevard. This project not only included fully-actuated traffic signals, opticom sensors, and pedestrian crosswalks, but also roadway widening from two lanes to three lanes, and grading and drainage work to accommodate the wider intersection. This project was completed in July of 1997.

Project: Alignment Study for New Thoroughfare – Duck Creek Drive to I.H. 30
Client: City of Garland
Contact Person: Mr. Michael Polocek, P.E., 972-205-2178

Bruce Grantham was the project manager for an alignment study for a new thoroughfare connecting Duck Creek Drive and the I.H. 30 service road for a \$15,000 fee. This project required coordination with DART, the City of Mesquite, Garland Power and Light, franchise utility companies, the Water Department and the Parks Department.

Project: Highland Village Road Street Improvements
Client: City of Highland Village
Contact Person: Mr. Michael Leavitt, 972-317-2558

Mr. Jim Waldbauer was the project manager for the surveying and engineering services necessary to prepare construction plans, specifications and contract documents for the replacement of Highland Village Road at the Kansas City Southern Railroad crossing. This \$85,000 project involved upgrading the pavement section and the railroad crossing.

Similar Assignments (cont'd)

Subconsultant - HNTB

HNTB has worked in Texas for more than 70 years, successfully completing more than 400 transportation projects in the state. HNTB's Dallas office was opened in 1965 to provide expertise to its Dallas/Fort Worth area clients. The firm has significant experience with railroad crossing improvements similar to the crossing required for the southern extension of Spectrum Drive.

HNTB Projects

The following projects have been successfully completed by HNTB within the past five years, or are nearing completion.

Project: **Signal System**
Client: Fort Worth Transportation Authority
Contact Person: Gene Blalaock, 817-333-2800

This project involved developing a design and contract documents for signal system improvements to the Fort Worth portion of the new Dallas to Fort Worth Commuter Rail line. HNTB prepared contract documents for improvements to interlockings, wayside signal locations and crossings. Signal system improvements were implemented under several different contracts and HNTB was involved in coordination of the work and cut-over of the signal system improvements under rail traffic. HNTB designed Automatic Highway Crossing Warning (AHCW) Systems for 19 crossings. Two of these rail crossings were within a "Quiet Zone" in Fort Worth. HNTB provided design for the Automatic Highway Crossing Warning (AHCW) System for these locations using Constant Warning Time (CWT) activation and gates, bells, and flashers.

Project: **Elliott and Dodge Street Crossings**
Client: Massachusetts Bay Transportation Authority / Amtrak
Contact Person: Mr. Robert Simon, 617-222-3620

HNTB provided design services for replacement of the Automatic Highway Crossing Warning (AHCW) Systems for two complex crossings at Elliott Street and Dodge Street. The control facility is located in Beverly, MA. Both crossings were in an area that was an established "Quiet Zone", i.e. a whistle-ban. The design for Elliott street was complicated because the crossing was located within the interlocking limits of Beverly Junction. This interlocking has four tracks to the east and two tracks to the west. The crossing was located on the four track side of the interlocking. The design for Dodge Street was complicated due to intersection configuration that required the need for 30 seconds of traffic light pre-emption prior to the starting of the AHCW system. The crossing also has a station stop located 100 feet from the out bound side of the street. The approaches to Dodge Street were further complicated by the location of an end of siding interlocking within the approach.

Similar Assignments (cont'd)

Subconsultant - Alpha Testing, Inc.

Alpha Testing, Inc. has been providing quality geotechnical engineering, construction materials testing and environmental engineering in Texas since 1983. Alpha Testing's engineers work in eight states from their main office location in Dallas, Texas, which is equipped to provide complete "in-house" services on most phases of projects. All soil testing services are performed by highly trained engineering technicians, most nationally certified, and supervised by registered professional engineers.

Alpha Testing, Inc. Projects

Representative projects are described below:

Project: **Windhaven Road**
Client: Crow Billingsley Investment
Contact Person: Mr. Mike Cummings, P.E.

The Windhaven Road project extended Windhaven beginning about 1000 feet west of Midway Road to Plano Parkway. This project included the design of an underpass for an existing railroad and a new bridge across a tributary of Indian Creek. Alpha Testing provided recommendations for the pavement subgrade preparation for the various soil and rock conditions encountered. Stability of the roadway embankments, 10 to 15 feet in height, were also studied.

Project: **Midway Road Reconstruction**
Client: GBW Engineers, Inc.
Contact Person: Mr. Bruce Grantham, P.E., 972-840-1916

This project includes the replacement of the existing concrete roadway from Belt Line Road to Keller Springs. Alpha Testing analyzed subsurface conditions and their impact to the pavement. They also provided pavement section alternatives and cost estimates for alternatives which utilized alternative base materials.

Section II

Key Personnel

This section includes resumes for the key project members from GBW, HNTB and Alpha Testing. The role of each team member is illustrated on the organization chart which is included in this section. Brief biographical information for these individuals is provided below.

Prime Consultant -- GBW Engineers, Inc.

GBW's current staff of twenty is qualified in both size and related experience to successfully complete the Spectrum Drive Paving & Drainage Improvement project.

Mr. Bruce Grantham, P.E. (GBW), as Project Manager and Principal-in-Charge, has more than 20 years of civil engineering experience including employment with a contractor, a construction management company, a municipality, and consulting engineering firms. This diverse employment background has given him an appreciation for all aspects of paving and drainage improvements, from project planning and design through contract administration and project representation. In addition, he has extensive experience with railroad projects including work for the Town of Addison and DART. Mr. Grantham has frequently assisted cities in the public relation requirements of their projects.

Mr. Jim Waldbauer, P.E. (GBW), as Paving Design Engineer, has more than 15 years of civil engineering experience with consulting engineering firms. He has designed a wide range of civil engineering projects including paving, drainage, water and wastewater improvements for municipalities and transportation agencies. In addition, he has frequently provided construction phase services on the projects he has managed, including bid support, contract administration and construction observation.

Ms. Katura Curry, P.E. (GBW), as Drainage Design Engineer, has more than six years of experience with consulting firms. Her design work has included numerous water resource and drainage design projects for municipalities and other public agencies, as well as for the private sector. Her experience has also included involvement in the organization and preparation required for public meetings which were intended to involve the public in the planning phase of the project.

Mr. Michael Burge, P.E. (GBW), as Water and Wastewater Design Engineer, has more than 27 years of civil engineering experience, the majority of which has been with consulting engineering firms. His educational background includes a Masters of Science in Environmental Health Engineering and a Masters of Science in Management and Administrative Sciences. Much of his professional experience has been focused in the water and wastewater field, including projects for several municipalities. As a result, he is familiar with the franchise utilities that must be contacted during the design process.

Mr. Jack Wilder, R.P.L.S. (GBW), as Survey Manager, has more than 39 years of surveying experience, including 12 years in the Dallas/Fort Worth Metroplex and over five years with GBW. He has been the project manager for major surveying contracts with public agencies including TxDOT and DART, in addition to providing surveying support for engineering projects. This support

Key Personnel (cont'd)

has included design, boundary, topographic and construction surveys, and the preparation of plats, right-of-way documents and easements. He is registered in the states of Alabama, Maryland, and Texas.

Mr. Manuel Chavira, Jr. (GBW), as CADD Manager, has over 18 years of experience in civil engineering drafting including 12 years of computer-assisted drafting and design, and over five years with GBW. His extensive experience with construction drawings for various municipal projects and his expertise with the AutoCAD and EaglePoint software make him a valuable member of the GBW team.

Subconsultant -- HNTB Corporation

Mr. H. Bruce Allen (HNTB) is a Senior System Engineer at HNTB. He joined HNTB in 1986 where he has designed and managed numerous rail projects. He is responsible for the design and testing of interlockings, signal systems, automatic highway crossing warning systems, automatic block signal systems, traffic control systems, supervisory control systems and "quiet zones."

Subconsultant -- Alpha Testing, Inc.

Mr. Jim L. Hillhouse, P.E. (AT) is the President and Principal Geotechnical Engineer at Alpha Testing, Inc. He has over 25 years of geotechnical engineering consulting experience. Some of his areas of technical expertise include soil stabilization, primary highways, railroads, ground water control, and foundation failures. He has worked on commercial, municipal, and transportation projects.

Mr. David A. Lewis, P.E. (AT) is a geotechnical engineer and Alpha Testing's Manager of Engineering Services. He has worked in consulting as a geotechnical engineer since 1976. His work has included transportation, commercial, and municipal related projects. He has technical expertise in soil stabilization of roadways, seepage studies, ground water control, and railroads.



TOWN OF
ADDISON

**PROJECT
MANAGER**
*Bruce Grantham, PE
(GBW)*

**DESIGN ENGINEER
DRAINAGE**
*Katura Curry, PE
(GBW)*

**DESIGN ENGINEER
PAVING**
*Jim Waldbauer, PE
(GBW)*

**DESIGN ENGINEER
WATER/WASTEWATER**
*Mike Burge, PE
(GBW)*

**DESIGN ENGINEER
RAILROAD CROSSING**
*H. Bruce Allen
(HNTB)*

**CADD
MANAGER**
*Manuel Chavira
(GBW)*

GEOTECHNICAL
*Jim L. Hillhouse, PE
David A. Lewis, PE
(Alpha Testing, Inc.)*

**SURVEY
MANAGER**
*Jack Wilder, RPLS
(GBW)*

Resume for

**BRUCE R. GRANTHAM, P.E.
President**

Education:

B.E., Civil Engineering, Canterbury University, New Zealand, 1978

Registration:

Registered Professional Engineer, State of Texas, No. 62659

Municipal Projects:

Development plan review services for the City of Highland Village
Paving and drainage improvement projects for the City of Highland Village
Five drainage improvement projects for the Town of Addison
Six intersection improvement projects for the Town of Addison
Zion Road for the City of Garland

Transportation Projects:

McDermott Drive-West roadway and bridge project for the City of Allen
U.S. 377 roadway improvement project for TxDOT District 18
International Parkway exit and entry modifications for D/FW International Airport
Garland Heliport for the City of Garland
South Oak Cliff-1 light rail transit improvements for DART
North Garland and Glenn Heights bus transit facilities for DART

Water Resource Projects:

Scour Evaluation of 37 bridges for TxDOT District 10
Westside Drainage Study for D/FW International Airport
Hydrologic and Hydraulic Study of the Trinity River West Fork, Bear Creek and
Dry Branch to size bridges on Belt Line Road for TxDOT District 18
Master Drainage Study and Drainage Criteria Manual for the City of Highland Village
Drainage Criteria Manual for the Town of Addison

Utility Projects:

Water system analysis and improvements for the Town of Addison
Horseshoe Drive and Meadowbrook Drive water line improvements for the City of Highland
Village
Jupiter/Shiloh Relief Sewer for the City of Garland
Downtown East Garland Relief Sewer for the City of Garland

Resume for

**JAMES F. WALDBAUER, P.E.
Vice-President**

Education:

B.S., Civil Engineering, University of Oklahoma, Norman, Oklahoma, 1984

Registration:

Registered Professional Engineer, State of Texas, No. 65670

Municipal Projects:

Development plan review services for the City of Highland Village
1997 Street Improvement Project for the City of Highland Village
North/South Arterial (FM 2499) for the City of Highland Village
Intersection improvements at Campbell Road and U.S. 75 for the City of Richardson
Collins Connection roadway and railroad improvements for the City of Richardson

Transportation Projects:

McDermott Drive-West roadway and bridge project for the City of Allen
Highland Village roadway and traffic signal improvements for the City of Highland Village
Towne Centre Boulevard roadway and bridge project for the City of Mesquite
South Oak Cliff-1 light rail transit improvements for DART
Fourth Street paving and drainage improvements for the City of Garland

Land Development Projects:

Millennium Business Park for the Allen Economic Development Corporation
Major roadway and drainage infrastructure for the Villages of Mountain Creek, a 3,600-acre
mixed use development in Dallas for Bellamah Community Development
Windemere 1 and Windemere 2: 300 residential lots in Flower Mound for Trammell Crow

Construction Services:

Bear Creek Stormwater Pump Station for a Flood Control District
Central Wastewater Treatment Plant and Elm Fork Water Treatment Plant for Dallas Water
Utilities
Eagle Ford Drive Phase II for Bellamah Community Development
Windridge 1 and Windridge 2 for Trammell Crow Residential

Utility Projects:

Talley Road sewer for the City of Garland
Horseshoe Drive improvements for the City of Highland Village
Firewheel 6.0 mg ground storage tank for the City of Garland

Resume for

**MICHAEL R. BURGE, P.E.
Vice-President**

Education:

B.S., Civil Engineering, Louisiana Tech. University, Ruston, Louisiana, 1968
M.S., Environmental Health Engineering, U.T. Austin, Texas, 1972
M.S., Management and Administrative Sciences, U.T. Dallas, Texas, 1982

Registration:

Registered Professional Engineer, State of Texas, No. 41290

Wastewater Projects:

Elm Fork Relief Interceptor, Segment 1-A, for the Trinity River Authority: 17,000 linear feet of 96" reinforced concrete pipe (RCP), 3,000 linear feet of 90" RCP, two meter stations, junction boxes and other appurtenances
North Ellis County and South Dallas County interceptor sewer: more than 10 miles of gravity sewer from 15" to 27" in size, four meter stations, three inverted siphons, and numerous road and highway crossings
Pipeline and pump station project in the City of Cedar Hill: 30,000 linear feet of 30" pressure main, more than 10,000 linear feet of gravity sewer, a 14-mgd pump station, and construction along a park road
Mansfield facilities including a lift station, force main and gravity sewers for the Trinity River Authority
Pipeline and pump station project in the City of Southlake: 18,000 linear feet of force main and gravity sewer from 6" to 18" in size, a 450-gpm pump station, a meter station and other appurtenances
Hutton Branch Relief Sewer for the City of Carrollton
Gravity sewer system to replace several lift stations for the City of Highland Village

Water Projects:

System analysis of the Town of Ponder water distribution system
System analysis of the City of Commerce water distribution system
Raw water pump station for the City of Maumelle
150-mgd expansion of the East Side Water Treatment Plant for the City of Dallas
Hailey Ground Storage Reservoir pumping facilities for the North Texas Municipal Water District

Resume for

JOHN F. (JACK) WILDER, R.P.L.S.

Education:

B.A., Geology, University of Alabama, Tuscaloosa, Alabama, 1972
Certificate, Geographic Information Systems, University of Texas at Dallas, 1999

Registration:

Registered Professional Land Surveyor, State of Texas, No. 4285
Registered Professional Land Surveyor, State of Alabama, No. 10374
Property Line Surveyor, State of Maryland, No. 10810

General Surveying:

Topographic, design and land acquisition surveys for McDermott Drive for the City of Allen
13 mile right-of-way survey for I.H. 30 in Dallas County for TxDOT District 18 including
250 parcels
Route and design surveys for a water line from Waxahachie through the West Campus of the
SSC 3.7 mile right-of-way survey for Highway 77 in Denton for TxDOT District 18
including 100 parcels Boundary surveys for DART throughout downtown Dallas
Land acquisition surveys and parcel maps for over 300 parcels of land at the SSC for the
Texas National Research Laboratories Commission
Design and land acquisition surveys for TRA sanitary sewer lines in Red Oak and Southlake
Design survey and easement preparation for the Lake Ridge Force Main
Topographic and design survey at Cottonwood Park for the City of Richardson
Management of a portion of the boundary, control and construction surveys for DART
including land acquisition and construction for park and ride centers and light rail
transit facilities
Topographic and design surveys and plat preparation for numerous land development
projects including the Villages of Mountain Creek, a 3,600-acre mixed-use project
in Dallas, and Orand Farm, a 1,000-acre mixed-use project in Flower Mound

GPS and Hydrographic Surveying:

Bridge scour surveys for TxDOT District 10 including cross sections for five bridge sites
near Tyler
A gravity meter study with the University of Texas at Dallas (UTD) in Ecuador using GPS
techniques to locate 125 jungle landing strips over a 5,000 square mile area.
Quality control and certification of GPS surveys for telecommunication tower sites
A study with UTD using GPS methods to determine plate movement before and after nuclear
testing at a site in Nevada
Surveying right-of-way for 60 miles of pipeline for Southern Natural Gas Company in the
Okefenokee Swamp area in Georgia

Resume for

A. KATURA CURRY, P.E.

Education

B.S., Civil Engineering, Louisiana Tech University, Ruston, Louisiana, 1995

Registration

Registered Professional Engineer, State of Texas, No. 87679

Municipal Projects

Denton Intake Dredging, Denton, Texas
White Rock Lake Dredging, Dallas, Texas
Grubb Drive and Casa View Drainage Study, Mesquite, Texas
MacArthur Waterline Replacement, Irving, Texas
Ken Good Park Drainage Study, Carrollton, Texas
Bachman Lake Dredging, Dallas, Texas
Midway Road Paving and Drainage, Addison, Texas

Water Resource Projects

Hydraulic and Scour Analysis for President George Bush Turnpike through the Elm Fork of the Trinity River Corridor for NTTA
IH 35E / President George Bush Turnpike (190T) Interchange Scour Study for NTTA
US 380 Bridge Replacements Scour and Hydraulic Study, Denton County, Texas
IH 35E / SH 190 Interchange Drainage Study, Carrollton, Texas
Tyler Scour Studies for the Texas Department of Transportation
FM 740 over Mustang Creek Scour Study, Kaufman County, Texas

Sanitary Sewer Inflow and Infiltration Studies (I/I)

Area C Inflow / Infiltration Study, Arlington, Texas
Lower White Rock Creek Inflow / Infiltration Study, Dallas, Texas
Irving Wastewater Master Plan, Irving, Texas

Land Development Projects

Lake Ridge Single Family Residential, Grand Prairie / Cedar Hill, Texas

Flood Studies and Letters of Map Revision (LOMR's)

Meridian Park Flood Study, Plano, Texas
Greens of Gleneagles Flood Study and LOMR, Plano, Texas
Fannin Farms and Eden Road, Arlington, Texas
Bristol Oaks Apartments Flood Study and LOMR, The Colony, Texas
Memorial Drive, The Colony, Texas
Hickory Creek Ranch Flood Study and LOMR, Denton, Texas

Resume for

MANUEL CHAVIRA, JR.

Education:

Diploma, Construction Drafting Technology, Albuquerque Technical-Vocational Institute, Albuquerque, NM, 1981

Employment:

GBW Engineers, Inc., Garland, Texas, CADD Manager, 1996 - present
Espey, Huston & Associates, Inc., Dallas, Texas, Engineering Staff I, 1984-1996
Huitt-Zollars, Inc., Dallas, Texas, Drafting Technician, 1983-1984
Uhl and Lopez Consultants, Albuquerque, New Mexico, Draftsman, 1981-1983

Experience:

As CADD Manager at GBW, Mr. Chavira is responsible for the production of construction plans. This includes the processing of survey data and taking an active role in the design and layout phase. Mr. Chavira provides work assignments and guidance to the CADD department.

During his employment at Espey Huston & Associates, Mr. Chavira's responsibilities ranged from drafting to preliminary design, layout and production of plans. While in an Engineering Staff I position, his responsibilities included the completion of construction CADD drawing for both preliminary and final water, wastewater, paving and drainage plans for municipal projects. Mr. Chavira's role in land development projects was to complete water and wastewater and street profiles. He gained an extensive background in AutoCAD and engineering software.

As a drafting technician at Huitt-Zollars, Inc., Mr. Chavira was involved in surveying, deed and utility research and board drafting.

As a draftsman at Uhl and Lopez Consultants, Mr. Chavira produced electrical drawings, working from engineers' hand sketches.

**Resume for
H. BRUCE ALLEN**

Education:

New Hampshire Vocational Technical College, A.A. Engineering Science, 1976

Affiliations:

American Railway Engineering and Maintenance Association (AREMA) - Communications
and Signal Division
New England Railroad Club

Employment:

HNTB, Senior System Engineer - Signal, 1986

Experience:

Prior to joining HNTB, Mr. Allen gained 10 years of experience in railroad and signaling while employed by the Boston & Maine Corporation. For more than six years, Mr. Allen served as Senior Signal Engineer responsible for the design and testing of interlockings, signal systems, automatic highway crossing warning systems, automatic block signal systems, traffic control systems and supervisory control systems.

Representative Railroad Projects

Trinity River Express Commuter Rail Signal system upgrades, Fort Worth Transportation Authority (FWTA)

Old Colony Commuter Rail Restoration, Massachusetts Bay Transportation Authority (MBTA)

Signal and Train Control System Improvements, Commonwealth of Virginia/Department of Rail and Public Transportation (VDRPT)

Long Island Rail Road Jamaica to Penn Station

Elliott Street and Dodge Street Crossings, Massachusetts Bay Transportation Authority

Tower "A" Interlocking, Massachusetts Bay Transportation Authority

Various MBTA projects

Signal Engineer, Massachusetts Bay Transportation Authority

Resume for

JIM L. HILLHOUSE, P.E.

Education:

MSCE, University of Missouri-Rolla, Geotechnical Engineering, 1975
BSCE, University of Missouri-Rolla, Civil Engineering, 1973

Registration:

Registered Professional Engineer in the States of Texas, Arkansas, Indiana, Louisiana, Mississippi, Missouri and Oklahoma

Employment:

Alpha Testing, Inc., President, 1983
ATEC Associates, Inc., Senior Geotechnical Engineer, 1978-1979
Ware Lind Engineers, Inc., 1974-1977
University of Missouri-Rolla, Teaching Assistant, 1974-1975

Affiliations:

American Society of Civil Engineers
National Society of Professional Engineers
Consulting Engineers Council

Representative Projects

Commercial: Office complexes, shopping centers, malls, apartment complexes, manufacturing plants

High Rise Structures: Radar towers, elevated water tanks, grain elevators, hospitals, parking garages

Water-Related Structures: Earth dams, levees, shore line protection, off-shore drilling platforms

Transportation: Bridges, soil stabilization, primary highways, railroads

Municipal: Education centers, sewage treatment plants, airports, transmission line components, power plants

Ground Water: Seepage studies ground water control

Special Problems: Foundation failure and correction, evaluation and correction of landslides, soil cement analysis

Resume for

DAVID A. LEWIS, P.E.

Education:

MSCE, University of Missouri-Rolla, Civil Engineering, 1976
BSCE, University of Missouri-Rolla, Civil Engineering, 1973

Registration:

Registered Professional Engineer in the State of Texas

Employment:

Alpha Testing, Inc., Manager, Engineering Services, 1988
Trinity Engineering Testing Corporation, Senior Staff Engineer, 1987-1988
Southwestern Laboratories, Inc., Manager Geotechnical Engineering, 1981-1987
Raba-Kistner, Inc, Vice President, 1979-1981, Staff Geotechnical Engineer, 1976-1979
University of Missouri-Rolla, Teaching Assistant, 1973-1975

Representative Projects

Commercial: Office complexes, shopping centers, malls, apartment complexes, manufacturing plants, hospitals, preliminary site evaluations

High Rise Structures: Radar towers, elevated water tanks, grain elevators, hospitals, parking garages, office towers

Water-Related Structures: Earth and concrete dams, levees, earth retaining structures, shore line protection, reinforced earth

Transportation: Bridges, soil stabilization, primary highways, railroads

Municipal: Education centers, sewage treatment plants, airports, transmission line components, power plants

Ground Water: Seepage studies, ground water control

Special Problems: Foundation failure and correction, evaluation and correction of landslides, soil cement analysis, dispersive clay evaluation

Prime Consultant -- GBW Engineers, Inc.

GBW Engineers, Inc. (GBW) was formed at the beginning of 1996 by three senior engineers, Bruce Grantham, Michael Burge, and Jim Waldbauer. These engineers previously worked together for more than 10 years in the Dallas office of a large, Texas-based consulting engineering firm. During this period, all three principals served in project management and design engineer roles for a broad range of civil engineering projects. As a result of their commitment to go the extra mile to ensure that projects were successfully completed, they formed long term working relationships with a number of public sector clients in the Dallas/Fort Worth Metroplex.

Shortly after the business was formed, GBW added John F. (Jack) Wilder, R.P.L.S., as the manager of its survey operations. Mr. Wilder and the principals of GBW previously worked together for more than eight years; consequently, he is familiar with the fully integrated engineering and surveying operations of the firm.

The principals of GBW have provided civil engineering services for many local cities including Addison, Allen, Carrollton, Cedar Hill, Dallas, DeSoto, Garland, Grand Prairie, Greenville, Highland Village, Irving, Mesquite, and Richardson. Similar engineering services have been provided by the principals for other public agencies including Dallas County, Dallas Area Rapid Transit (DART), TxDOT, D/FW International Airport and the Trinity River Authority (TRA). Since its inception, GBW has worked for the cities of Addison, Allen, Carrollton, DeSoto, Garland, Highland Village, and Richardson. Through this experience, the principals are familiar with the requirements of these public agencies and the franchise utility companies that interface them.

The experience of the principals of GBW in Addison includes the following projects:

- Midway Road reconstruction;
- Intersection improvements, including Belt Line Road at Marsh Lane, Business Avenue and the Dallas North Tollway, and Addison Road at Westgrove Drive;
- Paving improvements including the Arapaho Road extension from Addison Road to Marsh Lane with HNTB;
- Railroad projects, including Addison Road crossing realignment and Arapaho Road crossing study;
- Drainage Criteria Manual preparation;
- Numerous drainage improvement projects, including Midway Road culvert between Belt Line Road and Spring Valley Road, and channel lining between Addison National Bank and Surveyor Boulevard;
- Water line improvements including the Dallas Water Utility disconnect project;

Office and Local Experience (cont'd)

GBW Office Location

All of the services provided by GBW are performed in its local office in Garland. The address is listed below:

GBW Engineers, Inc.
1919 S. Shiloh Road
Suite 530, L.B. 27
Garland, Texas 75042

Subconsultant -- HNTB Corporation

Local HNTB experience includes the following projects:

- Signal System, Fort Worth Transportation Authority, Ft. Worth, Texas;
- Midway Road reconstruction;
- Arapaho Road extension from Addison Road to Marsh Lane;
- Plano Parkway U-turn over U.S. 75;
- Greenway Overpass over U.S. 75
- Blackburn Road paving and drainage improvements;
- Parker Road widening and drainage improvements;
- Dallas North Tollway extensions;
- President George Bush Turnpike;
- Clover Lane reconstruction;
- Barr, Bolt and Drew street improvements;
- Frankford Road improvements

HNTB Office Location

HNTB's local office in Dallas is located at the address listed below:

HNTB Corporation
5910 W. Plano Parkway, Ste. 200
Plano, TX 75093

Subconsultant -- Alpha Testing, Inc.

Local Alpha Testing experience includes the following projects:

- Windhaven Parkway;
- Remedial Pavement evaluation for Wal-Mart;
- Remedial Pavement evaluation for Timarron Phase 1 Subdivision;

Office and Local Experience (cont'd)

- Midway Road reconstruction;
- Remedial Pavement evaluation for Hudnell Drive

Alpha Testing Location

All of the services provided by Alpha Testing are performed in its local office in Dallas. The address is listed below:

Alpha Testing, Inc.
2209 Wisconsin Street
Suite 100
Dallas, Texas 75229

Section IV

Management Approach

It is the policy of GBW to assign a principal of the firm to manage every engineering project. The firm believes that putting project management in the hands of its most experienced staff is the best way of honoring schedule and budget commitments while maintaining a high quality of engineering service. The project manager will remain actively involved in all aspects of the project work throughout its duration.

GBW will assign Bruce Grantham as the project manager for the project. Mr. Grantham will have the following project management responsibilities:

- Prepare the project scope of work in consultation with the City
- Prepare and monitor the project schedule
- Negotiate the project fee and monitor all invoices
- Attend all project meetings
- Remain actively involved in directing and reviewing the engineering and surveying services
- Oversee the firm's utility coordination procedures
- Ensure quality control is performed on all services
- Commit the firm's resources to the project and ensure these resources are available when needed to maintain the project schedule

GBW uses the Quickbooks Pro software to monitor project budgets and generate invoices. This software provides weekly reports of the hours worked on each project by GBW's staff, along with any other project expenses. These reports provide the basis for milestone billings, which are the project manager's responsibility to review prior to issuance to the Client.

The firm uses AutoCAD to prepare and monitor the project schedule. The project manager is responsible for preparing and updating the initial project schedule. The schedule will usually be discussed during regular project meetings with the Client.

A sample schedule for the paving and drainage project is provided in this section. This schedule is subject to revision once input is received from Town of Addison staff. The sample schedule includes the following project phases:

Preliminary Phase

- Meet with the City to determine the project design requirements.
- Prepare and submit a detailed project schedule consistent with the City's objectives.
- Collect and review construction plans for existing infrastructure in the project vicinity.
- Obtain City and franchise utility maps for the project corridor.
- Establish the geotechnical scope of services and issue a Notice to Proceed.
- Prepare a preliminary layout of the project alignment and general utility locations.
- Meet with other affected parties, such as DART and the developer, to coordinate the proposed improvements.
- Determine the need for outside permits and approvals.
- Provide the Client with an opinion of the probable cost.

Management Approach (cont'd)

- If requested, provide the Client with a preliminary engineering report which generally describes potential problems and alternative solutions with the project.

Surveying and Design

- Research City, County or other documents and establish the location of existing boundary lines and easements for the project.
- Establish horizontal and vertical survey control.
- Perform a topographic and design survey of the project corridor including underground utility locations.
- Prepare 65% complete plans along with an updated opinion of probable cost.
- Following City review and approval of the 65% submittal, prepare 90% complete plans and specifications along with an updated opinion of probable cost.
- Following City review and approval of the 90% submittal, prepare final complete plans and specifications along with an updated opinion of probable cost.
- Obtain all necessary permits and approvals.
- Furnish the City with mylar copies and an electronic file of the plans and specifications, if requested, along with blueline prints for bidding purposes.

Construction

- Attend the bid opening, tabulate the bids and submit a letter of recommendation for contract award to the City.
- Review contractor submittals and respond to any questions during construction.
- If requested, perform progress observations of the construction work and review the contractor's request for payment.
- Perform a final inspection of the project and prepare record drawings.

The principals at GBW view each project as an investment in the reputation of the firm, regardless of its size. Consequently, the firm has managed its workload so that commitments which are made regarding project budgets and schedules are consistently honored. In order to ensure the long term success of GBW, the principals have declined work which exceeded the firm's capabilities.

The Spectrum Drive Paving & Drainage Improvement project falls comfortably within GBW's current and future production capabilities. Our firm will complete several significant projects, some of which have been underway for over a year, in the next two months. Mr. Bruce Grantham, who has been the project manager on most of these projects, will be available to devote the time needed to the Spectrum Drive Paving & Drainage Improvements project. In addition, the firm's production staff will be ready to prepare construction drawings and bid documents in a timely manner.

We believe that the Town of Addison can look at the seventeen years that GBW's principals have worked together and feel comfortable that they will be dealing with the same people for the duration of the project. In addition, the principals will be actively involved in the management and design of this project, thereby providing Addison with a high level of responsiveness and expertise.

Management Approach (cont'd)

The firm has cross-trained many of its staff to function well either in the office on the computer or in the field on survey equipment in order to increase short term production capabilities whenever necessary. When the firm's backlog has warranted, GBW has hired new personnel in order to maintain regular work schedules for the existing staff. By providing an outstanding work environment for its employees, GBW has experienced very low turnover in its staff. This staff stability allows the principals of the firm to focus on serving the firm's clients.

General

This section provides an overview of the technical approach proposed by GBW for the Spectrum Drive Paving & Drainage Improvement project. During the negotiations of a scope of services with Town of Addison staff, GBW will confirm the technical issues and concerns related to this project. Project tasks and schedules will then be determined which incorporate all these technical issues for approval by the Town's staff. In addition, the design criteria will be established and any items to be furnished by the Town will be identified.

It is anticipated that the following technical issues will need to be addressed during the preparation of construction plans, bid documents and right-of-way parcel descriptions for the Spectrum Drive Paving & Drainage Improvement project:

Horizontal Alignment

- What right-of-way has already been platted for the proposed extension and what will be required?
- Are any developments proposed along the extension and will they impact the alignment?
- What design speed will be consistent with the horizontal curves needed to align the southern extension with the existing intersection of Arapaho Road and Spectrum Drive?
- The southern extension will cross the railroad at an angle and clip an existing driveway which will need to be relocated.
- The northern alignment will need to be aligned with, or sufficiently offset from, an existing commercial driveway entrance on the north side of Airport Parkway.
- Horizontal curves will also be required on the northern alignment to bypass existing buildings on the south side of Airport Parkway.

Vertical Alignment

- The ground drops several feet from the railroad track to a nearby driveway on the south side; consequently, it will need to be determined if the driveway can be relocated sufficiently to avoid a retaining wall.
- The existing topography north of Addison Circle appears likely to provide excess excavation material which may be suitable for use on the elevated section south of the railroad.

Drainage

- The southern extension will require an existing channel to be filled; consequently, a storm sewer system will be required under the extension.
- If the elevated alignment south of the railroad will trap surface water which currently drains into this channel, inlets will need to be located periodically to collect runoff from the adjoining tracts.
- Existing drainage plans will need to be reviewed to determine what storm sewer systems are available for the new systems in Spectrum Drive to connect with.

Technical Approach (cont'd)

- Proposed development conditions within the Spectrum Drive drainage basin will need to be considered to ensure that the new storm sewer system will accommodate future development.

Railroad Crossing

- The proposed railroad crossing improvements will need to provide for a “quiet zone” if desired by the Town of Addison.
- Coordination with DART and the existing user of the railroad will be required, particularly with regard to the technical details and the schedule of the crossing installation.
- An existing resolution between the Town of Addison and DART may require the design and installation of other railroad improvements in conjunction with the Spectrum Drive extension.

Geotechnical Scope of Services

Soil borings are normally obtained at regular intervals along a new roadway to determine existing subsurface conditions. It is anticipated that these borings will be spaced approximately 500 feet apart and drilled to a depth of 10 feet or two feet into gray limestone, whichever is shallower. Laboratory tests will then be performed to evaluate the support capacity of the subgrade soils and to select an optimum lime or cement content for subgrade stabilization. The boring logs will also be analyzed to determine where groundwater is present.

Pavement Section Design

The proposed pavement section will be evaluated using the Pavement Analysis Software (Version 5.0) of the American Concrete Pavement Association. This computer program is based on the AASHTO Guide for Design of Pavement Structures, published by the American Association of State Highway and Transportation Officials. Drained and undrained conditions will both be considered as part of the pavement evaluation.

Utility Conflicts/Upgrades

All existing public and private utilities in the Spectrum Drive corridor will be researched to avoid conflicts with the proposed improvements. In addition, any required utility replacements or upgrades will be identified during the utility coordination process. These upgrades may include the extension of water and sanitary sewer lines to serve future development or meet ultimate Addison infrastructure needs.

Landscape and Irrigation Improvements

The need for landscape and irrigation improvements along the extension will also be evaluated in light of the Town’s plans for the appearance of Spectrum Drive Corridor beyond Addison Circle.



1 • 800 • 942 • 9255

- 2 HUITT-ZOLLARS
- 3 GBW
- 4 PBS & J
- ~~ADDER~~
- 5 CHANG, PATEL & HERSY



**Lockwood, Andrews
& Newnam, Inc.**

A SUBSIDIARY OF LEO A DALY

Bruce Horne, P.E.
Civil Engineering Manager

Lee Park Center • 3141 Hood Street, Suite 700 • Dallas, Texas 75219
Direct: 214/765-8741 • 214/522-8778 • Fax: 214/526-4433
Email: cbhorne@lan-inc.com

TRANSYSTEMS
CORPORATION 

CONSULTANTS

C. Craig Bond, P.E.
Project Manager

3010 LBJ Freeway, Suite 990
Dallas, Texas 75234
ccbond@transystems.com
(972) 280-9300
Mobile: (817) 296-8536
Fax: (972) 280-9715

www.transystems.com

Steve Chutchian

To: Michael Murphy; Jim Pierce; Luke Jalbert
Subject: Spectrum Drive SOQ's

The 18 SOQ's that were received for the Spectrum Drive Improvements are distributed to each of us for review and evaluation as follows:

Mike Murphy

PBS & J
Bridgefarmer & Associates, Inc.
Pacheco Koch
Freese and Nichols, Inc.

Jim Pierce

GBW
Turner Collie & Braden, Inc.
Pate Engineers
Nathan D. Maier Consulting Engineers

Steve Chutchian

Chiang, Patel & Yerby, Inc.
Transsystems Corporation
Lockwood Andrews & Newman, Inc.
Doucet & Associates, Inc.
Sunland Engineering Company

Luke Jalbert

Huitt-Zollars
Williams-Russell and Johnson, Inc.
NTB Associates, Inc.
Schrickel, Rollins and Associates
Brown & Root Services

The first name listed in bold for each reviewer was one of the four firms that we originally sent requests for SOQ's. As we discussed, each reviewer should review the firms on their list in comparison to the firm listed in bold. Subsequently, we can meet as a group and submit 1 or 2 firms each for group evaluation. This will greatly reduce our total evaluation time on this endeavor. Thanks.

Steve Chutchian

10/15/01

PRE-SOQ MTG.
SPECTRUM DRIVE

Nikki Simon
Bruce Horne
GORDON MAYOR
PAUL PADILLA
CRAIG BOND
Jim Koch
BYRON WADDEY

Turner Collie & Braden
Lockwood · Andrews · Newman
NATHAN D. MAIER CONSULT ENGINEERS
TRANSYSTEMS CORPORATION
TRANSYSTEMS CORP 972-280-9300
Pacheco Koch
O'BRIEN ENGINEERING

REQUEST FOR STATEMENTS OF QUALIFICATIONS

ENGINEERING SERVICES SPECTRUM DRIVE PAVING & DRAINAGE IMPROVEMENTS RFQ 02-06

TOWN OF ADDISON

The Town of Addison is presently accepting Statements of Qualifications from experienced engineering firms to provide engineering services related to the design of paving and drainage improvements on two sections of Spectrum Drive. The project limits are Arapaho Road across the Cotton Belt railroad to the second phase of Addison Circle, and the third phase of Addison Circle north to Airport Parkway. The scope of the project will include preparing documents for the acquisition of right-of-way, identification of utilities that need to be relocated, preparation of construction plans and specifications, and limited construction phase services. Preliminary planning documents are available for review and familiarization at the Department of Public Works.

Addison will accept written Statements of Qualifications (SOQ) from engineering consultants until 5:00 p.m., October 19, 2001. Four (4) copies of the SOQ shall be submitted. The SOQ should contain a maximum number of thirty (30) single sided pages on 8 ½" x 11" paper. The engineering firm should provide enough information to demonstrate the firm's ability to design the project. The SOQ shall designate the individuals who will be assigned to the project (Principal-in-charge, Project manager, Project Engineer, etc.) with resumes for each individual. A list of similar projects in scope and size that the firm has recently completed in the last five (5) years shall be provided. For each project a description shall be provided along with project cost, completion date, names of proposed design team members involved in the project, name of the client, contact person, and phone number for contact person.

All written Statements of Qualifications submitted shall be evaluated by the Selection Committee, which will be made up of Michael Murphy, P.E., Director of Public Works, James C. Pierce, P.E., Assistant Director of Public Works, Steven Z. Chutchian, P.E., Assistant City Engineer, and Luke Jalbert, E.I.T., Project Manager. The review of the SOQ's will be based on the selection criteria shown on the attached page. The SOQ should specifically address each criterion for evaluation. If it is deemed necessary, the top ranking firms will be asked to meet with the Town and make oral presentations. The firm the Town deems most qualified will then present a proposal to perform the work and a fee will be negotiated. The design contract will go to the City Council for approval.

Interested consultants should direct questions and submit Statements of Qualifications to:

Mailing: Steven Z. Chutchian, P.E.
Assistant City Engineer
P.O. Box 9010
Addison, Texas 75001-9010

Street: 16801 Westgrove
Addison, Texas

Phone: (972) 450-2886

Fax: (972) 450-2837

EVALUATION CRITERIA FOR ENGINEERING

	<u>POINTS</u>	<u>MULTIPLIER</u>	<u>SCORE</u>
1. The firm's experience, as well as proposed subcontractors, in successfully performing similar assignments, in scope and size, for others within the last five (5) years, by personnel still on the firm's staff. Prime and Sub have worked together before.	0-10	4	_____
2. Professional background of key personnel and experience in engineering, surveying, project administration, and resident project representation. The firm's current staff, both in size and related experience, is qualified to provide the desired service. Indicate length of time key employees have been with the firm as well as their home office location.	0-10	4	_____
3. Location of main office and/or branch office that will provide services and experience in the local area.	0-10	1	_____
4. Management approach to this project. (Include QA/QC, schedule and budget programs).	0-10	1	_____
5. Technical approach to this project. (Include computer capacity).	0-10	1	_____
6. Previous clients, for similar projects express satisfaction with the firm's work (Short listed firms only, if necessary).	0-10	2	_____
7. Oral presentation (short listed firms only, if necessary).	0-10	4	_____

Steve Chutchian

From: Michael Murphy
Sent: Thursday, September 27, 2001 4:55 PM
To: Steve Chutchian
Subject: RE: SOQ's for Spectrum Drive Improvements

sounds good, proceed....

Mike

Michael E. Murphy, P.E.
Director of Public Works
Town of Addison
(972) 450-2878

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

From: Steve Chutchian
Sent: Thursday, September 27, 2001 3:25 PM
To: Michael Murphy; Jim Pierce
Cc: Luke Jalbert
Subject: SOQ's for Spectrum Drive Improvements

Mike/Jim - as a follow-up to conversations I have had with each of you, regarding the lack of response to our requests for SOQ's on the proposed Spectrum Drive Project, I contacted PBS & J and Huitt-Zollars. Neither firm acknowledged receiving a request by e-mail or hard copy. We only received an SOQ from GBW, and this submittal is due to the fact that Bruce Grantham and I discussed this issue as part of another meeting that we were in last week. Chiang, Patel & Yerby was the only other firm that we supposedly sent a request.

Normally, we send out our SOQ requests from our office. On this project, the Finance Dept. wanted to send them out in addition to placing them on Demand Star. These four firms apparently never got the request for SOQ's. Due to the fact that we only received one SOQ, it is suggested that we send out a new request for SOQ's to the four firms above, and send a letter of explanation to GBW of our action. In addition, I can send a new copy of the request for SOQ's to Minok and ask her to re-distribute it on Demand Star. If she placed it on Demand Star the first time, it did not generate any response. I will set a deadline for receiving the SOQ's at October 19, 2001. With your concurrence, we will proceed with the above process. Thanks.

Steve C.

Steve Chutchian

To: Minok Suh
Subject: RE: SOQ's for Spectrum Drive Improvements

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

From: Jim Pierce
Sent: Thursday, September 27, 2001 5:20 PM
To: Steve Chutchian; Michael Murphy
Cc: Luke Jalbert
Subject: RE: SOQ's for Spectrum Drive Improvements

Steve: Don't forget the official place to advertise is the newspaper. A copy of the ads placed needs to be in Minok's file as documentation that we followed the rules.

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

From: Steve Chutchian
Sent: Thursday, September 27, 2001 3:25 PM
To: Michael Murphy; Jim Pierce
Cc: Luke Jalbert
Subject: SOQ's for Spectrum Drive Improvements

REQUEST FOR STATEMENTS OF QUALIFICATIONS
RFQ 02-06
ENGINEERING SERVICES
SPECTRUM DRIVE AND PAVING & DRAINAGE IMPROVEMENTS

The Town of Addison is accepting Statements of Qualifications from experienced engineering firms to provide engineering services related to the design of paving and drainage improvements on two sections of Spectrum Drive. Statements of Qualifications (SOQ) from engineering firms will be accepted until 5:00 p.m. October 19, 2001 to Steven Chutchian, Assistant City Engineer, at 16801 Westgrove, Addison, TX 75001.

Specifications can be obtained at www.demanstar.com. If you are not a member of DemandStar.com and wish to obtain a free copy of the bid specifications, you may contact the Purchasing Division at 972-450-7091 or pick one up at 5350 Belt Line Road, Addison, TX 75240.

Pacheco Koch Consulting Engineers



James A. Koch, Jr.
Principal

9401 LBJ FREEWAY SUITE 300 DALLAS, TEXAS 75243
972.235.3031 FAX 972.235.9544 JAK@PKCE.COM

VORANIQUE "NIKKI" SIMON, P.E.
Project Engineer

Turner Collie & Braden Inc.
Engineers • Planners • Project Managers

17300 Dallas Parkway
Suite 1010
Dallas, Texas 75248
972 735-3000
Fax 972 735-3001
Direct 972 735-3047
E-Mail: simonn@tcbdallas.com



NATHAN D. MAIER
CONSULTING ENGINEERS, INC.

GORDON J. MAYER, JR., P.E.
PROJECT MANAGER

TWO NORTH PARK/8080 PARK LANE/SUITE 600
DALLAS, TEXAS 75231/(214) 739-4741/FAX (214) 739-5961
email: gmayer@ndmce.com

DATE SUBMITTED: February 18, 2002
FOR COUNCIL MEETING: February 26, 2002

Council Agenda Item

SUMMARY:

This item is for the approval of an Engineering Services Contract for the design of the Spectrum Drive-North & South Extensions.

FINANCIAL IMPACT:

Budgeted Amount: ^{2.6} \$1,300,000 (Construction)
\$300,000 (Engineering)

BOND SALES
? 3.0 million
DEVELOPER CONTRIBUTION

Cost: \$228,000 (Engineering Only)

Source of Funds: Funds for engineering design of this project are available from the Year 2000 General Obligation Bond Program, Project No. 25300.

BACKGROUND:

This project was established as part of the current Capital Improvements Program. The portion of Spectrum Drive, from Morris Avenue to Airport Parkway, is a continuation of the second phase of the Addison Circle project. Spectrum Drive will also be extended south, from the DART railroad right-of-way to Arapaho Road. The design of a Quiet Zone at the railroad crossing and streetscape improvements are also included in the project. The attached proposal for engineering services was negotiated with the firm of Huitt-Zollars, Inc., in the amount not to exceed \$228,000.00, for the design of this project.

RECOMMENDATION:

It is recommended that Council authorize the City Manager to enter into a contract with Huitt-Zollars, Inc., in the amount of \$228,000.00, for engineering services associated with the design of Spectrum Drive-North & South Extensions.

TOTAL BUDGET : 3.0 million
2.6 million from Bond Sale
~~2.6 million~~ from Developer contribution
remaining from amount

CLIENT: TOWN OF ADDISON

PAGE: 1 OF 3

PROJECT: SPECTRUM DRIVE - SOUTH EXTENSION

DATE: 6/28/99

DESCRIPTION: FROM NEW ARAPAHO RD. TO RAILROAD

BY: HUITT-ZOLLARS, INC.

SUMMARY
OPINION OF PROBABLE CONSTRUCTION COSTS

PAVING	\$837,587
STORMWATER	\$172,453
WATER	<u>\$63,270</u>
CONSTRUCTION SUBTOTAL	\$1,073,310
CONTINGENCIES (20%)	\$214,662
PROFESSIONAL FEES (20%)	<u>257,594</u>
PROJECT TOTAL	<u>\$1,545,566</u>

NOTES:

1. PROFESSIONAL FEES IS AN ALLOWANCE TO COVER DESIGN, SURVEYING, GEOTECH, MATERIALS TEST INSPECTION AND CONSTRUCTION STAKING.
2. COSTS BASED ON ADDISON CIRCLE PHASE IIB PUBLIC INFRASTRUCTURE AVERAGE BID PRICES PLUS

I:\PROJ\01182250\SPECTRUM.XLS

PAVING

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
MOBILIZATION	LS	1	\$44,000.00	\$44,000
CLEARING AND GRUBBING	STA	5.5	\$1,650.00	\$9,075
UNCLASSIFIED STREET EXCAVATION (SOIL)	CY	500	\$12.70	\$6,350
BORROW	CY	6000	\$11.00	\$66,000
SIGNALIZATION AT ARAPAHO	LS	1	\$82,500.00	\$82,500
REMOVE EXIST. CONC. PVMT.	SY	70	\$15.70	\$1,099
REMOVE EXIST. CONC. SIDEWALK	SF	625	\$2.75	\$1,719
RAILROAD HEADER	LF	300	\$16.50	\$4,950
8" REINF CONC. PAVEMENT	SY	3200	\$33.00	\$105,600
6" INTEGRAL CURB	LF	1200	\$3.20	\$3,840
6" LIME STAB. SUBGRADE	SY	3400	\$4.80	\$16,320
HYDRATED LIME	TON	62	\$130.00	\$8,060
4" TRAFFIC BUTTON (WHITE)	EA	60	\$4.40	\$264
4" TRAFFIC BUTTON (TYPE I-C)	EA	100	\$5.50	\$550
4" TRAFFIC BUTTON (TYPE II-A-A)	EA	60	\$5.50	\$330
DETOURS AND BARRICADES	MO	9	\$1,650.00	\$14,850
GRASS	SY	320	\$4.00	\$1,280
RETAINING WALL	LS	1	\$55,000.00	\$55,000
LANDSCAPING	LF	300	\$286.00	\$85,800
RAILROAD CROSSING ARMS & SIGNALS	LS	1	\$165,000.00	\$165,000
RAILROAD CROSSING	LF	200	\$275.00	\$55,000
RAILROAD TRACK WORK	LS	1	\$110,000.00	\$110,000

PAVING TOTAL	\$837,587
---------------------	------------------

STORMWATER

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
21" CLASS III RCP	LF	130	\$63.00	\$8,190
54" CLASS III RCP	LF	450	\$126.50	\$56,925
5'X5' BOX CULVERT	LF	300	\$176.00	\$52,800
CULVERT WINGWALLS	CY	8	\$440.00	\$3,520
UNCLASSIFIED CHANNEL EXCAVATION	CY	150	\$11.00	\$1,650
GROUTED RIP-RAP	CY	150	\$110.00	\$16,500
14' INLET	EA	4	\$3,300.00	\$13,200
MISC. EROSION CONTROL	LS	1	\$16,500.00	\$16,500
TRENCH SAFETY DESIGN	LS	1	\$2,200.00	\$2,200
TRENCH SAFETY	LF	880	\$1.10	\$968

STORMWATER TOTAL	\$172,453
-------------------------	------------------

WATER

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY.</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
CONCRETE BLOCKING	CY	25	\$275.00	\$6,875
FITTINGS	TON	2	\$3,300.00	\$6,600
12" WATER MAIN IN SPECTRUM	LF	1000	\$35.00	\$35,000
FIRE HYDRANT	EA	2	\$1,540.00	\$3,080
6" VALVES	EA	2	\$715.00	\$1,430
12" VALVES	EA	4	\$1,650.00	\$6,600
CONNECT TO EX. WATER	EA	2	\$880.00	\$1,760
TRENCH SAFETY	LF	1000	\$1.10	\$1,100
WATER TEST	LS	1	\$825.00	\$825

WATER TOTAL	\$63,270
--------------------	-----------------

PROJECT: ADDISON MIXED USE DEVELOPMENT (HOPE TRACTS)
 CLIENT: POST PROPERTIES/TOWN OF ADDISON

OPINION OF PROBABLE COST
 HUITT-ZOLLARS, INC.
 6/28/99

ITEM NO.	ITEM DESCRIPTION	UNIT	COST	QUORUM DRIVE		SPECTRUM DRIVE (NORTH EXTENSION)		AIRPORT PARKWAY		TOTAL	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
	SCHEDULE I - PAVING IMPROVEMENTS				\$78,560		\$123,871		\$15,100		\$218,531
	SCHEDULE II - STREETSCAPE IMPROVEMENTS				\$226,607		\$245,835		\$305,312		\$777,754
	SCHEDULE III - UTILITY IMPROVEMENTS				\$5,090		\$144,240		\$15,090		\$164,420
	SUBTOTAL				\$311,257		\$513,946		\$335,502		\$1,160,705
	CONTINGENCIES (20%)				\$62,251		\$102,789		\$67,100		\$232,141
	PROFESSIONAL FEES (20%)				\$74,702		\$123,347		\$80,520		\$278,569
	PROJECT TOTAL				\$448,210		\$740,082		\$493,722		\$1,671,414

NOTES:

1. PARALLEL PARKING ALONG BOTH SIDES OF QUORUM FROM FUTURE R-1 TO AIRPORT PARKWAY.
2. NO PARALLEL PARKING ALONG AIRPORT PARKWAY OR SPECTRUM.
3. STREETSCAPE IMPROVEMENTS ON BOTH SIDES OF SPECTRUM AND QUORUM, FRONTAGE SIDE ONLY ON AIRPORT PARKWAY.
4. UTILITY IMPROVEMENTS ALONG FRONTAGE ONLY.
5. SPECTRUM DRIVE FROM FUTURE R-1 TO AIRPORT PARKWAY.
6. COSTS BASED ON ADDISON CIRCLE PHASE IIB PUBLIC INFRASTRUCTURE AVERAGE BID PRICES PLUS 10%.

OPINION OF PROBABLE COST
HUITT-ZOLLARS, INC.
6/28/99

PROJECT: ADDISON MIXED USE DEVELOPMENT (HOPE TRACTS)
CLIENT: POST APARTMENT HOMES, L.P.

ITEM NO.	ITEM DESCRIPTION	UNIT	COST	QUORUM DRIVE		SPECTRUM DRIVE		AIRPORT PARKWAY		TOTAL	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST		
	SCHEDULE I - PAVING IMPROVEMENTS										
	MOBILIZATION (3%)	LS		1	\$2,000	1	\$3,300	1	\$400	3	\$5,700.00
	SUPERINTENDANT (3%)	LS		1	\$2,000	1	\$3,300	1	\$400	3	\$5,700.00
	FULL DEPTH SAWCUT EXIST. CONCRETE	LF	\$3.00	870	\$2,610.00	105	\$315.00		\$0.00	975	\$2,925.00
	REM. & DISPOSE OF EXIST. CONC. PAVEMENT	SY	\$15.70	164	\$2,574.80	23	\$361.10		\$0.00	187	\$2,935.90
	REM. & DISPOSE OF EXIST. 4" CONC. SIDEWALK	SY	\$5.00	411	\$2,055.00	1111	\$5,555.00		\$0.00	1522	\$7,610.00
	6" THICK LIME STAB. SUBGRADE	SY	\$4.80	904	\$4,339.20	2246	\$10,780.80		\$0.00	3150	\$15,120.00
	HYDRATED LIME (28 LBS/SY)	TON	\$130.00	12.7	\$1,651.00	31.4	\$4,082.00		\$0.00	44.1	\$5,733.00
	8" 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$33.00	822	\$27,126.00	2050	\$67,650.00		\$0.00	2872	\$94,776.00
	8" 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$37.40	144	\$5,385.60	100	\$3,740.00		\$0.00	244	\$9,125.60
	8" 650 PSI FLEX REINF. CONC INTEGRAL CURB	LF	\$3.20	740	\$2,368.00	860	\$2,752.00		\$0.00	1600	\$5,120.00
	LONGITUDINAL BUTT JOINT	LF	\$6.00	740	\$4,440.00		\$0.00		\$0.00	740	\$4,440.00
	FURNISH ACME VEHICULAR BRICK PAVEN. DLY. TO SITE	SF	\$3.70	1300	\$4,810.00	900	\$3,330.00		\$0.00	2200	\$8,140.00
	FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	\$3.00	1300	\$3,900.00	900	\$2,700.00		\$0.00	2200	\$6,600.00
	STREET BARRICADE	LF	\$34.10		\$0.00	50	\$1,705.00		\$0.00	50	\$1,705.00
	MISC. BUTTONS, STRIPING, TRAFFIC CONTROL & SIGNAGE	LS	\$11,000.00	1	\$11,000.00	1	\$11,000.00		\$11,000.00	3	\$33,000.00
	BARRICADEING, SIGNING AND TRAFFIC CONTROL	MO	\$550.00	6	\$3,300.00	6	\$3,300.00		\$3,300.00	18	\$9,900.00
	SCHEDULE I SUBTOTAL				\$79,599.60		\$128,870.90		\$15,100.00		\$218,570.50

**OPINION OF PROBABLE COST
HUITT-ZOLLARS, INC.
6/28/99**

**PROJECT: ADDISON MIXED USE DEVELOPMENT (HOPE TRACTS)
CLIENT: POST APARTMENT HOMES, L.P.**

ITEM NO.	ITEM DESCRIPTION	UNIT	COST	QUORUM DRIVE		SPECTRUM DRIVE		AIRPORT PARKWAY		TOTAL	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
SCHEDULE II - STREETSCAPE IMPROVEMENTS											
	MOBILIZATION (3%)	LS		1	\$4,500.00	1	\$5,500.00	1	\$7,000.00	3	\$17,000.00
	SUPERINTENDANT (2%)	LS		1	\$4,500.00	1	\$5,500.00	1	\$7,000.00	3	\$17,000.00
	TREE FENCE	LF	\$22.00	1020	\$22,440.00	1088	\$23,936.00	1380	\$29,920.00	3488	\$76,296.00
	4" PVC SCH. 40 PERFORATED DRAIN SYSTEM	LF	\$22.50	740	\$16,650.00	800	\$18,000.00	1000	\$22,500.00	2540	\$57,150.00
	FURNITURE ALLOWANCE	LF	\$33.00	740	\$24,420.00	800	\$26,400.00	1000	\$33,000.00	2540	\$83,820.00
	STREET LIGHT	EA	\$3,100.00	11	\$34,100.00	11	\$34,100.00	18	\$40,300.00	34	\$105,400.00
	STREET LIGHT PULL BOX	EA	\$345.00	3	\$1,035.00	3	\$1,035.00	4	\$1,380.00	10	\$3,450.00
	200 GAL. TREE	EA	\$1,650.00	30	\$49,500.00	32	\$52,800.00	40	\$66,000.00	102	\$168,300.00
	4" 3000 PSI COMPRESSIVE REINF. CONC. SIDEWALK	SF	\$4.00	70	\$280.00	70	\$280.00	70	\$280.00	140	\$560.00
	4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$4.00	7080	\$28,320.00	7680	\$30,720.00	9600	\$38,400.00	24360	\$97,440.00
	FURNISH GLEN GERY PEDESTRIAN BRICK	SF	\$2.80	7080	\$19,824.00	7610	\$21,308.00	9530	\$26,684.00	24220	\$67,816.00
	FURNISH BEDDING MATERIALS AND PLACE PED. BRICK	SF	\$1.60	7080	\$11,328.00	7610	\$12,176.00	9530	\$15,248.00	24220	\$38,752.00
	IRRIGATION	LF	\$11.00	740	\$8,140.00	800	\$8,800.00	1000	\$11,000.00	2540	\$27,940.00
	TREE WELL PLANTING ALLOWANCE	EA	\$165.00	30	\$4,950.00	32	\$5,280.00	40	\$6,600.00	102	\$16,830.00
	SCHEDULE II SUBTOTAL				\$226,607.00		\$245,835.00		\$305,312.00		\$777,754.00

**OPINION OF PROBABLE COST
HUITT-ZOLLARS, INC.
6/28/99**

**PROJECT: ADDISON MIXED USE DEVELOPMENT (HOPE TRACTS)
CLIENT: POST APARTMENT HOMES, L.P.**

ITEM NO.	ITEM DESCRIPTION	UNIT	COST	QUORUM DRIVE		SPECTRUM DRIVE		AIRPORT PARKWAY		TOTAL	
				QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST
SCHEDULE III - UTILITIES											
	MOBILIZATION (3%)	LS		1	\$125.00	1	\$375.00	1	\$375.00	3	\$4,000.00
	SUPERINTENDANT (3%)	LS		1	\$125.00	1	\$375.00	1	\$375.00	3	\$4,000.00
	27" CL. III RCP	LF	\$74.00		\$0.00	395	\$29,230.00		\$0.00	395	\$29,230.00
	30" CL. III RCP	LF	\$80.00		\$0.00	20	\$1,600.00		\$0.00	20	\$1,600.00
	TYPE 'B' MANHOLE	EA	\$6,600.00		\$0.00	1	\$6,600.00		\$0.00	1	\$6,600.00
	10' STD. CURB INLET W/ REC. TOP	EA	\$3,300.00		\$0.00	2	\$6,600.00		\$0.00	2	\$6,600.00
	12" PVC WATER LINE	LF	\$28.00		\$0.00	390	\$10,920.00		\$0.00	390	\$10,920.00
	FIRE HYDRANT	EA	\$1,540.00		\$1,540.00	1	\$1,540.00	3	\$4,620.00	4	\$7,700.00
	12" GATE VALVE	EA	\$1,250.00		\$0.00	1	\$1,250.00	1	\$1,250.00	2	\$2,500.00
	CONCRETE BLOCKING	CY	\$220.00		\$0.00	1	\$220.00	1	\$220.00	1	\$220.00
	8" X 6" TAPPING SLEEVE, VALVE	EA	\$2,750.00		\$0.00	3	\$8,250.00	3	\$8,250.00	3	\$8,250.00
	16" X 8" TAPPING SADDLE, VALVE	EA	\$3,300.00		\$3,300.00	1	\$3,300.00	1	\$3,300.00	1	\$3,300.00
	8EG DUCTBANK	LF	\$110.00		\$0.00	450	\$49,500.00		\$0.00	450	\$49,500.00
	4-WAY STANDARD TIE MANHOLE	EA	\$15,000.00		\$0.00	2	\$30,000.00		\$0.00	2	\$30,000.00
	SCHEDULE III SUBTOTAL				\$5,080.00		\$144,240.00		\$15,080.00		\$164,420.00

HUITT-ZOLLARS, INC.
 3131 McKinney Avenue, Suite 600
 DALLAS, TEXAS 75204

File with Bond Program - Estimates
LETTER OF TRANSMITTAL

(214) 871-3311

TO Town of Addison Public Works
16801 Westgrove Rd. P.O. Box 9010
Addison, Tx. 75001

DATE	6/28/99	JOB NO.	01-2549-01
ATTENTION	John Baumgartner		
RE:	Spectrum Drive		

WE ARE SENDING YOU Attached Under separate cover via MAIL the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
1			Spectrum Drive North Extension
1			Spectrum Drive South Extension

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19 _____ PRINTS RETURNED AFTER LOAN TO US

REMARKS

John,

We updated unit prices on both estimates to Phoe IB average plus 10%.

We also added professional fees to the South extension.

Please call if you have any questions.

COPY TO _____

SIGNED: David Meyer

Proposition 1

ARAPAHO ROAD

In August of 1999, the Town completed Phase I of the realignment and extension of this major east/west thoroughfare from the Dallas North Tollway east to Addison Road. The Town's 5-year Capital Improvements Plan (CIP) indicates additional phases in this project which would extend Arapaho Road from its present terminus at Addison Road, west to Marsh Lane.

Total Estimated Project Cost: \$20,500,000 (Phase II & III).

Proposition 2

The City Council anticipates that the proceeds of the bonds authorized by this proposition will be used to fund the following four proposed projects at the estimated costs set forth below. The final project descriptions and allocation of bond proceeds will be determined by the City Council.

SPECTRUM DRIVE

Currently, Spectrum Drive begins immediately south of the Hotel Inter-Continental at the Dallas North Tollway and winds behind the hotel turning north to connect with Edwin Lewis and ultimately the new Arapaho Road. This project will connect Spectrum Drive from new Arapaho Road across the Cotton Belt railroad to the second phase of Addison Circle. A second phase of the project included in the bond initiative extends Spectrum Drive from Phase III of Addison Circle north to Airport Parkway.

Total Estimated Project Cost: \$2,500,000.

MORRIS ROAD

Morris Road is a new street that was installed as part of the Addison Circle development. It currently runs east/west from Quorum Drive to Paschal Drive. This proposed project would extend Morris Road westward to Addison Road providing a secondary east/west entry into Addison Circle.

Total Estimated Project Cost: \$750,000.

TOLLWAY INTERCHANGES *(There are two (2) interchanges involved in this effort.)*

1. Belt Line Road/Dallas North Tollway Interchange Modifications

The Belt Line Road/Dallas North Tollway intersection project will reconfigure the existing interchange to act as a single intersection instead of two and provide additional left turn lanes. This will allow the simultaneous operation of left turns, east/west traffic and north/south traffic flow, which will improve the efficiency of this intersection.

2. Arapaho Road/Dallas North Tollway Interchange Modification

This project allows for the expansion of the Arapaho Road/Tollway bridge deck to allow for a southbound to northbound u-turn, which will improve the efficiency of this interchange.

Total Estimated Project Cost: \$3,250,000.

MIDWAY ROAD REHABILITATION

Midway Road, from Spring Valley north to Keller Springs, is in various stages of failure due to age, heavy truck traffic and a subgrade soil saturated with water. The worst section of this roadway is north of Belt Line Road to Keller Springs Road. The Town engaged an engineer to evaluate the roadway condition and potential life expectancy. The consultant's assessment indicates approximately one to three years of serviceable life left. These funds will provide for reconstruction of the roadway from Belt Line Road to Keller Springs Road.

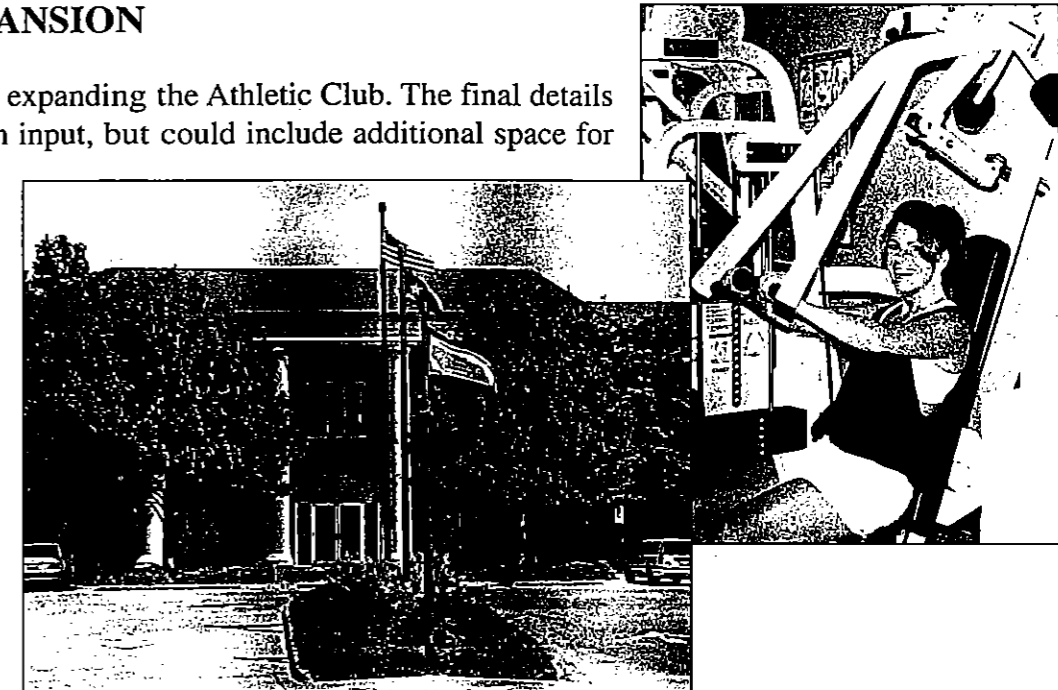
Total Estimated Project Cost: \$5,000,000.

Proposition 5

ATHLETIC CLUB EXPANSION

This project would involve expanding the Athletic Club. The final details will be determined with citizen input, but could include additional space for weight equipment, treadmills, etc. In addition, it could allow for some flexible space that may be used for an expanded children's activity center, specialty classes, and/or an expanded senior's program area. Also included are funds to landscape the property immediately southwest of the existing Athletic Club.

Total Estimated Project Cost: \$3,000,000.



Proposition 6

OUTDOOR LEISURE POOL

This project would involve the construction of a 3,000-square-foot Outdoor Leisure Pool with children's activity elements and infant pool to be constructed adjacent to the Athletic Club.

Total Estimated Project Cost: \$725,000.

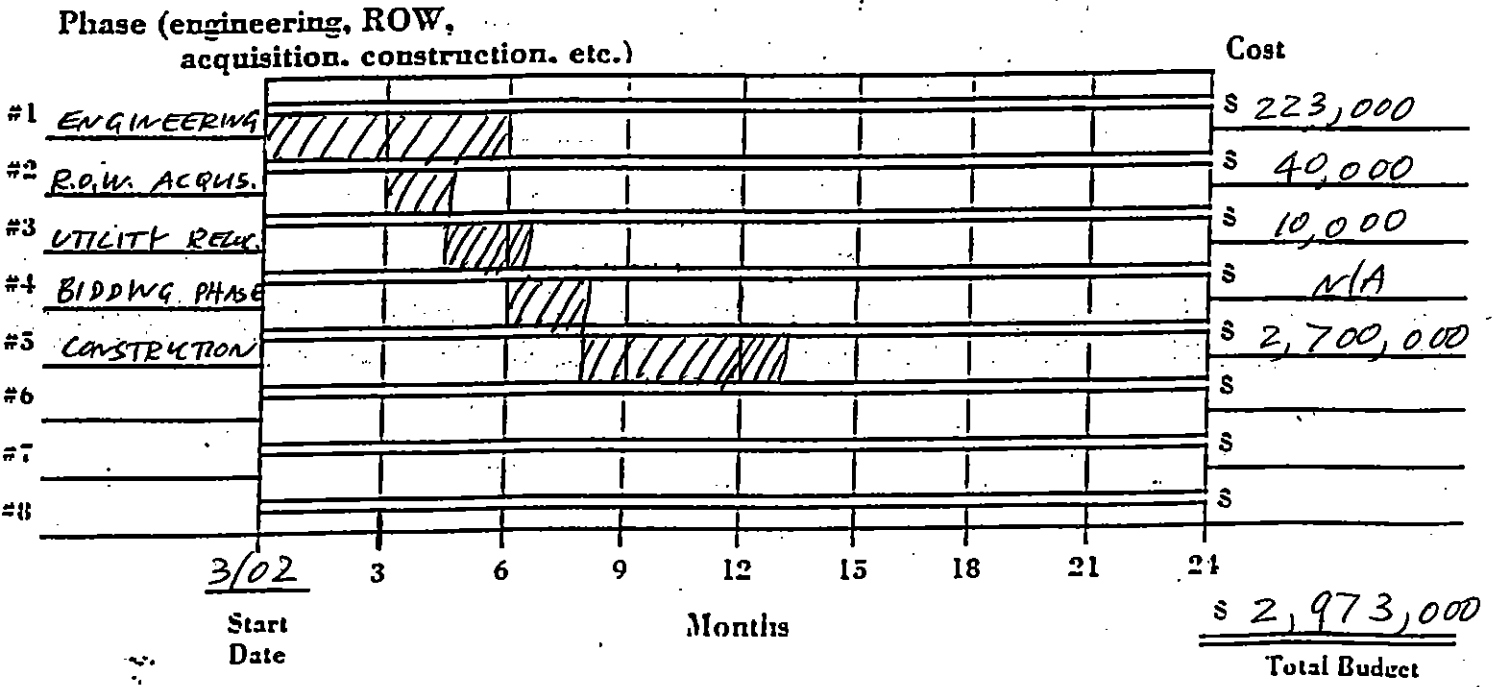


Total amount of bonds proposed to be issued: \$48,025,000

Town of Addison Project Application

Project Name (Maximum 30 characters)	SPECTRUM DRIVE PAVING & DRAINAGE IMPROVEMENTS				
Project Description	ENGINEERING & CONSTRUCTION RELATED TO THE CONSTRUCTION OF SPECTRUM DRIVE NORTH, FROM MORRIS RD. TO AIRPORT PARKWAY, AND SPECTRUM DRIVE SOUTH, FROM				
Project Type:	<input type="checkbox"/> Operating/Unique	<input type="checkbox"/> Operating/Recurring	<input checked="" type="checkbox"/> Capital	<input type="checkbox"/> Special Event	
Time to Complete (In months)					
Located in Planning Sector :	1	2	3	4	5
					6
					N/A

Project Time Line



Finance Department Use

Project # _____
 Year Sector Type Free Seq.

FACSIMILE TRANSMISSION



Fritz Duda Company
13355 Noel Road
Suite 1315
Dallas, Texas 75240
www.fritzduda.com

Telephone: 972.934.2244
Fax: 972.991.5184

To: ROBERT PHILLIPS
HUIT ZOLLARS Fax: _____
Phone: _____

From: DOM SIGNORETTA

Date: 2-6-02

Re: PROPERTY ON MIDWAY ROAD

No. of Pages (including cover): 10

Comments: ROBERT - THIS TAKING IS BY
DALLAS COUNTY DFW.
THE "EXISTING" DRIVEWAY IS FOR
ACCESS TO THE TOLLWAY TOLLBOOTH PARKING
AREA. THE "PROPOSED" DRIVEWAY WOULD
BE SHARED BY THE TOLLWAY AND
US. THIS WOULD BE THE ONLY
ACCESS POINT OFF MIDWAY TO OUR
PROPERTY.
PLEASE LET ME KNOW IF YOU CAN
HELP US WITH THIS. THANK YOU!

If received incomplete, please call (972) 934-2244.

Dom

This facsimile may contain PRIVILEGED AND/OR CONFIDENTIAL INFORMATION intended only for the use of the addressee. If you are not the addressee, or the person responsible for delivering it to the person addressed, you may not copy or deliver this to anyone else. If you received this facsimile by mistake, please immediately notify us by telephone (collect). Thank you


CONTRACT LAND STAFF, Inc.

800 West Airport Freeway • Suite 420 • Irving, TX 75062

FEB 6 2002

FORT WORTH, TEXAS

**CERTIFIED MAIL - RETURN - RECEIPT
 REQUESTED 7000 0320 0000 9315 0933**

Re: Purchase of 2,870 square feet of land (fee and damages) more or less, situated in the David Myers Survey, Abstract No. 923 in Dallas County, Texas and being a portion of that 1.21646 hectares [3.0060 acres] parcel of land conveyed to M & F Development Company, Inc. (M & F Tract) as recorded in Volume 90081, Page 3202 of the Deed Records of Dallas County Texas (D.R.D.C.T.), said M & F tract being in Lot 2 of the Midway Park no. 2 as recorded in Volume 83035, Page 1186 of the Map Records of Dallas County Texas (M.R.D.C.T.).

January 28, 2002

 Mr. Fritz Duda
 Fritz Duda Company/M & F Development
 13355 Noel Road, Suite 1315
 Dallas, Texas 75240-6820

 CMAQ No. 12, 91-835\50083
 CSJ No. 0918-45-475
 ROW Account No. 9118-00-31
 (Midway Road at Keller Springs Road)
 Southeast Corner - Parcel 2
 15980 Midway Road, Addison, Texas 75001

Dear Mr. Duda:

The Department of Public Works of Dallas County is now in the process of acquiring necessary right-of-way for improvement to the Keller Springs Road at Midway Road intersection.

A portion of your property located on that roadway, as described above and shown on the enclosed sketch map, is required for this purpose. Also, enclosed is a copy of an appraisal of your property performed by a qualified Real Estate Appraiser who has established that the fair market value for the land required and damages to the remainder is \$141,145.00.

The County of Dallas, therefore, offers to purchase the necessary right of way for that total sum, subject to our obtaining clear title. Of this amount, the amount for purchase of the property is \$24,395.00, and that offered for compensation of damage to the remainder is \$116,750.00.

If you have questions concerning the type of facilities or improvements which will be a part of this road work, or concerning the purchase transaction, please contact Judy Saxton at (972)-445-8900

 Sincerely,
 CONTRACT LAND STAFF, INC.

 Jeanette Parrent, Area Manager
 Dallas/Fort Worth Office

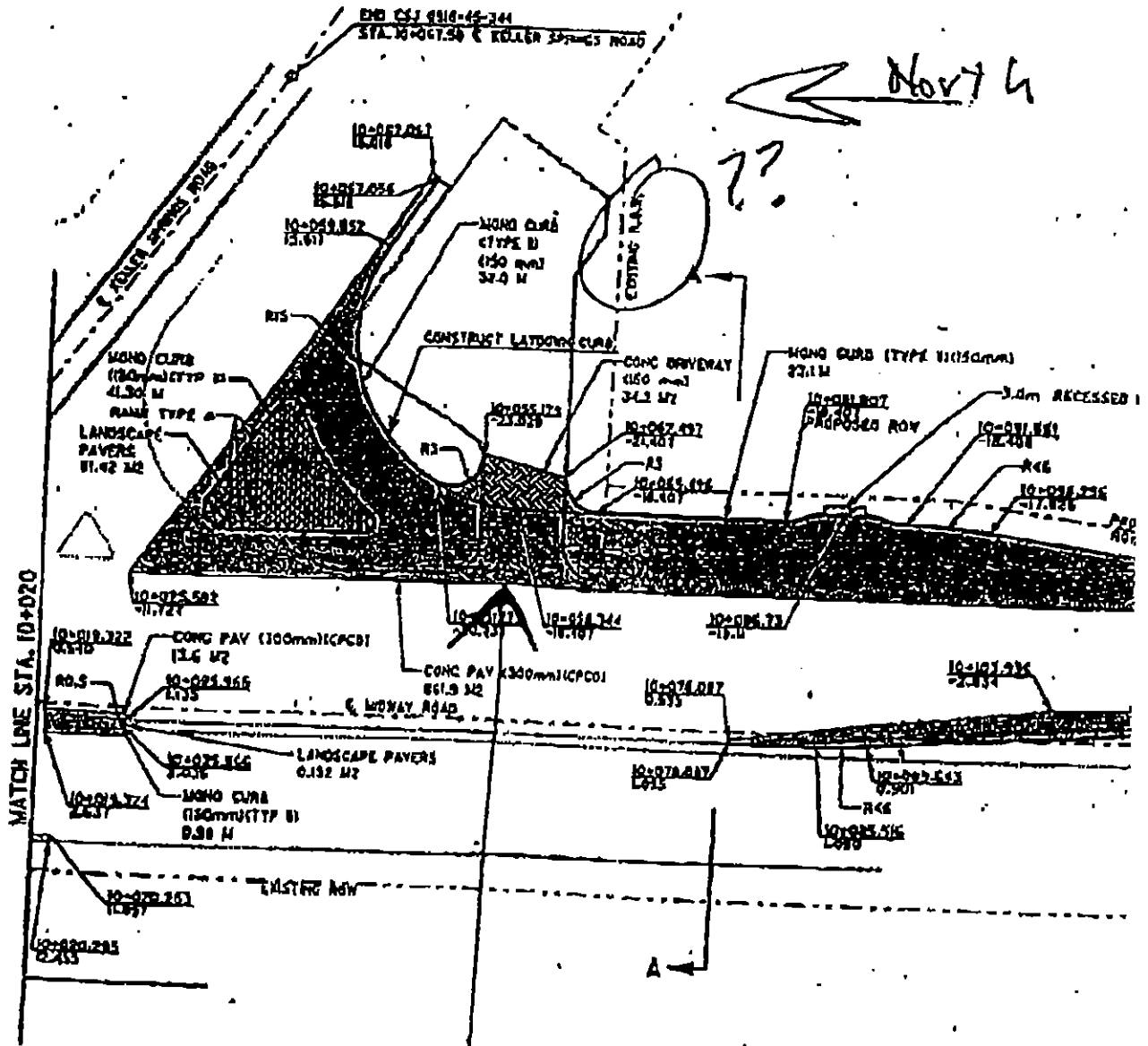
Enclosures

JUL 20 01:04:22p

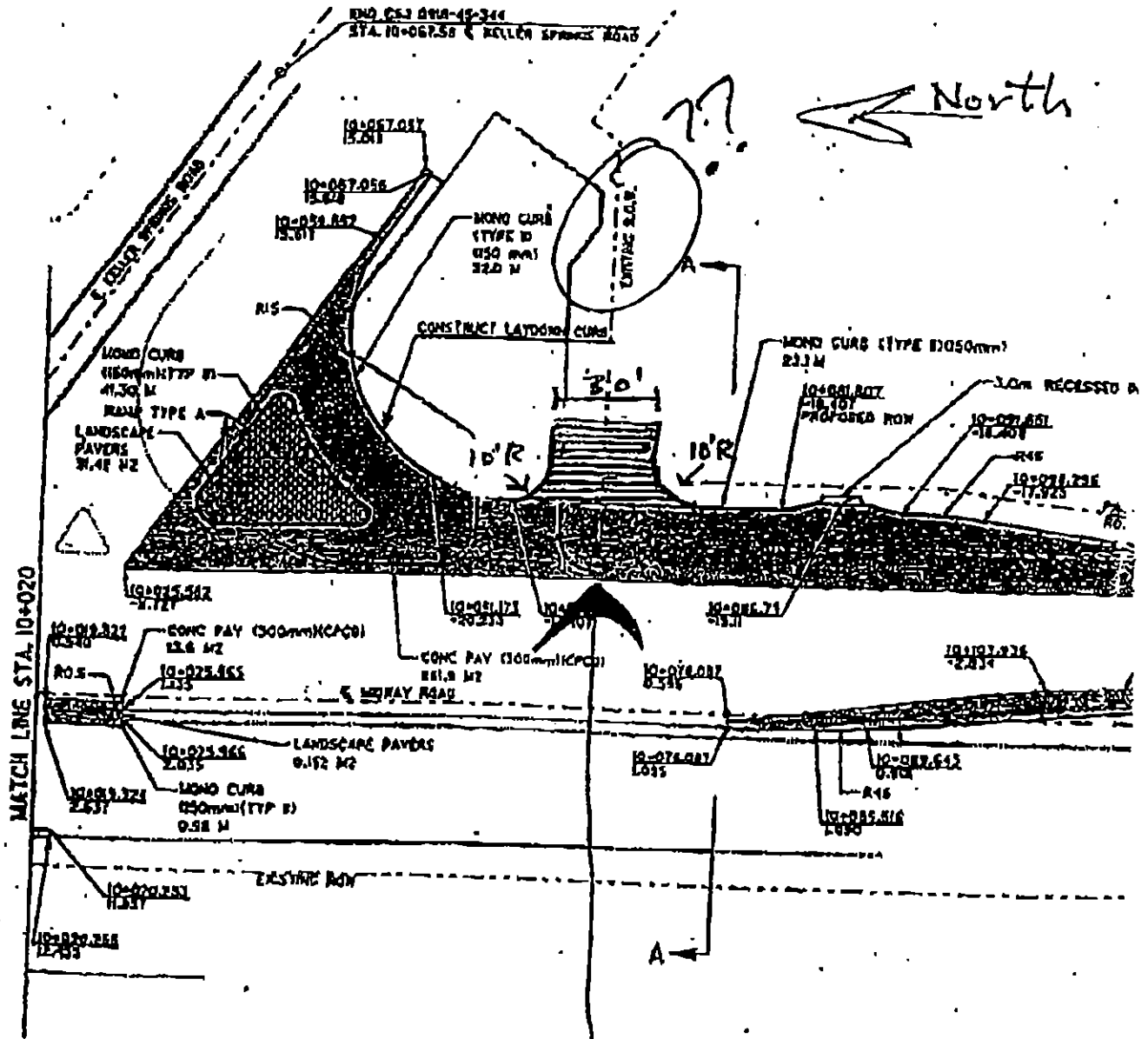
Ivan Nicodemus

214-741-1987

P. 2



Existing Driveway
 Midway Road @ Keller Springs



Proposed Driveway
Midway Rd. @ Keller Springs

JUL 24 01 02:17p

Ivan Nicodemus

214-741-1937

P.2

JUL 18 2001 16:02

TOALASERJET 3200

8724502937

P.2



PUBLIC WORKS DEPARTMENT

(972) 450-2671

Post Office Box 9010 Addison, Texas 75001-9010

36801 Westgate

July 3, 2001

Mr. Donald Cranford, P.E.
 Assistant Director of Public Works
 Dallas County Public Works
 411 Elm Street, 4th Floor
 Dallas, Texas 75202

Re: CMAQ Program - Project 12
 Driveway Request for Keller Springs Road at Midway Road (SE Corner)

Dear Mr. Cranford:

Our staff reviewed your written request for a variance, dated May 22, 2001, to allow a drive approach in the right turn lane for northbound traffic at the intersection of Keller Springs Road and Midway Road. Your concept regarding the placement of a driveway in the full width section of a right turn lane is appreciated. However, we have a traffic safety concern involving the location of the future driveway in relation to its proximity with another drive that is situated adjacent and to the north.

In order to provide sufficient access to the north end of parcel 2, as well as the adjacent land, it is recommended that the existing driveway be eliminated and a joint access drive be constructed at the property line. Should you or your staff have any questions regarding this issue, please feel free to contact me at 972-450-2886.

Sincerely,

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

Cc: Mike Murphy, P.E., Director of Public Works
 Jim Pierce, P.E., Assistant Director of Public Works
 Luke Jalbert, Project Manager

COUNTY OF DALLAS
DEPARTMENT OF PUBLIC WORKS
ROW 13, Page 1 (5/95)

CONTRACT AGREEMENT

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

COUNTY OF DALLAS §

That this Contract Agreement by and between the County of Dallas, hereinafter referred to as County, and M & F Development Company, Inc., acting herein by and through its duly authorized officer(s), hereinafter referred to as Owner, whether one or several:

WITNESSETH:

WHEREAS, the County of Dallas and the Owner of Property to be used for improvements to the intersection of Midway Road at Keller Springs Road, a public road in Dallas County, Texas are desirous of constructing, widening, or securing the widening of said road, and securing the benefits therefrom;

NOW THEREFORE, it is mutually agreed by and between the County and the Owner as follows:

I.

THAT Owner, in consideration of the benefits accruing by reason of the construction, improvement and/or widening of said road, agrees to convey to the County of Dallas, the land necessary for the right-of-way to widen, improve or build the said road, as described herein, to wit:

Property to be conveyed is described in Exhibit "A" attached hereto which by this reference becomes a part hereof.

II.

Owner agrees to deliver to the County a General Warranty Deed conveying good and merchantable title on the above described premises.

III.

Owner hereby gives permission for the County and/or the State, its agents or assigns, to enter upon the above described property for the purpose of expediting the beginning of construction, for surveying, adjustment of utilities, or any other purpose associated with the construction of the roadway. This permission is requested by the County and granted by the Owner for the sole purpose of minimizing any impact of project schedule from delays in obtaining partial release of liens and/or judgments which are necessary for clearing the title before the payment.

Project: (CMAQ #12, 91-835\50083)
CSJ #0918-45-486
ROW Account #9118-00-40
Midway at Keller Springs Intersection
(Southeast Corner)
Parcel: 2

COUNTY OF DALLAS
DEPARTMENT OF PUBLIC WORKS
ROW 13, Page 2 (5/95)

IV.

In further consideration of the agreement, the County agrees and hereby binds itself to pay the Owner and/or Lienholder of record for Owner's account, a total amount of One Hundred Forty One Thousand One Hundred Forty Five and no/100 Dollars (\$141,145.00) said sum being full payment to Owner for the land herein above described: all improvements thereon, if any, including but not limited to, structures, fences and shrubbery, unless specifically excluded by paragraphs herein; and damages to the value of the remainder of the property out of which the above described premises were originally a portion including all damages of whatever kind or character to any leasehold estates in the said remainder. The amount of money herein involved is to be paid by the County after execution of the required documents and the finalization of the payment procedure which normally requires three to four weeks for processing.

OTHER TERMS: N/A

SUMMARY: \$ 141,145.00 FOR 2,870 square feet of land (fee and damages).

WITNESS _____ HAND(S), THIS _____ DAY OF _____ A.D., 2002.

Owner _____

COUNTY OF DALLAS, TEXAS:

Lee F. Jackson, County Judge

Jim Jackson, District 1

Mike Cantrell, District 2

John Wiley Price, District 3

Kenneth A. Mayfield, District 4

Recommended By:

Donald R. Holzwarth, P.E.
Director of Public Works

Project: (CMAQ #12, 91-835\50083)
CSJ #0918-45-486
ROW Account #9118-00-40
Midway at Keller Springs Intersection
Southeast Corner
Parcel: 2

EXHIBIT "A"

County Dallas
Parcel 2
Highway Intersection of Keller Springs Road at Midway Road
CSJ:
Account:

Page 1 of 2
D-15-
June 7, 1999

Legal Land Description for Parcel 2

BEING 266.59 square meters [2870 square feet] of land in the David Myers Survey, Abstract No. 923 in Dallas County, Texas and being a portion of that 1.21646 hectares [3.0060 acres] parcel of land conveyed to M & F DEVELOPMENT COMPANY, INC. (M & F tract) as recorded in Volume 90081, Page 3202 of the Deed Records of Dallas County Texas (D.R.D.C.T.), said M & F tract being in Lot 2 of the Midway Park No. 2 as recorded in Volume 83035, Page 1186 of the Map Records of Dallas County Texas (M.R.D.C.T.), said 266.59 square meters [2870 square feet] of land, being more particularly described by metes and bounds as follows:

COMMENCING at an "X" cut found at the southwest corner of said M & F tract in the existing west right-of-way line of Midway Road, **THENCE**, North 33 degrees 21 minutes 04 seconds West, along the west property line of M & F tract and the existing east right-of-way line of Midway Road, for a distance of 16.030 meters [52.59 feet] to a one half inch iron rod with cap marked AB&A set for corner on the new easterly right-of-way line of Midway Road, said iron rod being the **Point of Beginning** of the tract of land herein described;

1. **THENCE**, North 33 degrees 21 minutes 06 seconds West, continuing along the west property line of M & F tract and the existing east right-of-way line of Midway Road, for a distance of 66.958 meters [219.68 feet] to a point on the existing east right-of-way line of Midway Road;
2. **THENCE**, North 56 degrees 37 minutes 56 seconds East, along the existing south right-of-way line of Keller Springs Road as described in Volume 97009, Page 03547 D.R.D.C.T., for a distance of 5.568 meters [18.27 feet] to a one half inch iron rod with cap marked AB&A set for corner on the new easterly right-of-way line of Midway Road;
3. **THENCE**, South 33 degrees 21 minutes 05 seconds East, along the new easterly right-of-way line of Midway Road, for a distance of 28.808 meters [94.51 feet] to a one half inch iron rod with cap marked AB&A set for corner;

EXHIBIT "A"

County Dallas
Parcel 2
Highway Intersection of Keller Springs Road at Midway Road
CSJ:
Account:

Page 2 of 2
D-15-
June 7, 1999

Legal Land Description for Parcel 2

4. **THENCE**, South 25 degrees 02 minutes 51 seconds East, continuing along the new easterly right-of-way line of Midway Road, for a distance of 38.555 meters [126.49 feet] to the **Point of Beginning**.

The above described tract of land contains 266.59 square meters [2870 square feet] of land more or less.

A plat of even survey date herewith accompanies this legal description.

The basis of bearings for this intersection is the north property line of Volume 97251, Page 2877 D.R.D.C.T.

All dimensions are in meters unless otherwise noted.

English units are given for information only.

Company Name: Arredondo, Brunz & Associates, Inc.

By: Eddie L. Dunn

Date: 6-07-99
Surveyor's Name: Eddie L. Dunn R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 4580

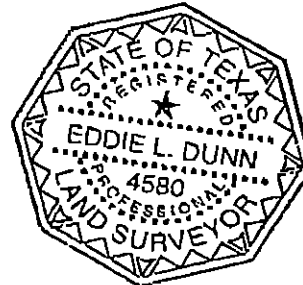
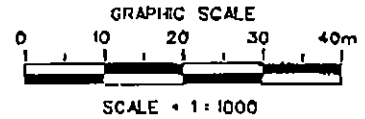


EXHIBIT "B"



KELLER SPRINGS ROAD

VARIABLE WIDTH R.O.W.

TEXAS TURNPIKE AUTHORITY
VOL. 97009, PG. 03547
D.R.D.C.T.

N56° 37' 56" E
5.568m [18.27']

EXISTING R.O.W.

M & F DEVELOPMENT COMPANY, INC.
VOL. 90081, PG. 3202
D.R.D.C.T.

LOT 2
MIDWAY PARK NO. 2
VOL. 83035, PG. 1186
M.R.D.C.T.

PARCEL 2
266.59 sq.m.
[2870 S.F.]

S33° 21' 05" E
28.808m [94.51']

S25° 02' 51" E
38.555m [126.49']

N33° 21' 04" W
16.030m
[52.59']

P.O.B.

P.O.C.
"X" CUT FOUND

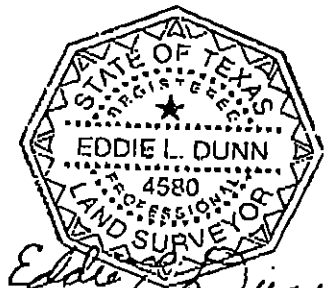
MIDWAY ROAD

DAVID MYERS SURVEY
ABSTRACT NO. 923

NOTE:
ALL DIMENSIONS SHOWN ARE IN METERS
UNLESS OTHERWISE NOTED.
BASIS OF BEARING FOR THIS INTERSECTION
IS THE NORTH PROPERTY LINE OF VOL. 87281,
PG. 2877 D.R.D.C.T.
A LEGAL DESCRIPTION AT EVEN
SURVEY DATE HEREWITH
ACCOMPANIES THIS PLAT.
ENGLISH UNITS ARE PROVIDED
FOR INFORMATION ONLY.

LEGEND

EXISTING RIGHT-OF-WAY LINE	---
NEW RIGHT-OF-WAY LINE	---
PROPERTY LINE	---
COUNTY LINE	---
CONTROL OF ACCESS LINE	---
SURVEY LINE	---
FENCE LINE	-x-x-
CITY LIMITS	---
EASEMENTS	---
RAILROAD	---
STRUCTURE	○
IN SET UNLESS OTHERWISE NOTED	
SET AB = TYPED ALUMINUM DISK SET ON TOP OF A 1/2-INCH IRON ROD	
SET SD = TYPED BRASS DISK SET IN CONCRETE	



Eddie L. Dunn

A PLAT OF A SURVEY OF A 266.59 sq.m.
[2870 S.F.] TRACT OF LAND
IN THE DAVID MYERS SURVEY
ABSTRACT NUMBER 923
CITY OF CARROLLTON
DALLAS COUNTY, TEXAS

6-07-99
DATE

Steve Chutchian

From: Randy Moravec
Sent: Monday, February 04, 2002 4:40 PM
To: Steve Chutchian
Cc: Michael Murphy
Subject: Assigned Project Numbers

Steve,

I have assigned project numbers for the two projects you submitted applications on. They are:

Wiley Post / Wright Brothers Water Line Replacement - # 24600

Spectrum Drive Construction - # 25300

Call me if you have any questions.

Randy

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone •

January 15, 2002

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

1/21/02

PROPOSAL BEING
REVISED TO REFLECT
INCLUSION OF DESIGN
ON SOUTH SIDE ALSO
SZC

**RE: Spectrum Drive-North Extension
Proposal for Professional Services**

Dear Mr. Chutchian

Huitt-Zollars is pleased to submit this proposal for professional services associated with the above referenced public improvement project located in Addison, Texas. This proposal encompasses civil engineering, surveying, landscape architecture and irrigation design for the project. There should be no additional tasks, services or fees required in these disciplines to complete the project as we currently understand it.

This project generally consists of civil engineering, surveying and landscape architecture design for public infrastructure associated with Spectrum Drive-North Extension. The limits of the work are from a point approximately 85 feet north of the centerline intersection of Spectrum Drive and Morris Avenue north approximately 1,100 linear feet to Airport Parkway.

Plans and specifications will be produced to the standards for public infrastructure of the Town of Addison and the Addison Urban Center Development Guidelines with the intent of publicly bidding the construction work. Plans will specifically provide for paving, water, wastewater, drainage, electric ductbank, streetscape elements, planting and irrigation. It is our understanding that Huitt-Zollars will prepare one set of construction documents and one bid package for the limits of work described above. That is the basis for our scope and fees. Projects of this nature fall into the following major categories, any or all of which you may deem necessary for your purposes.

- I. SURVEYING
- II. CIVIL SERVICES
- III. LANDSCAPE SERVICES
- IV. GEO-TECHNICAL SERVICES
- V. REIMBURSABLE EXPENSES

Our detailed scope is as follows:

I. SURVEYING

A. TOPOGRAPHIC SURVEY

1. Perform the field work necessary to locate existing features within and adjacent to the proposed alignment of Spectrum Drive from Morris Avenue to Airport Parkway. (25 feet either side of proposed R.O.W. line of Spectrum) This will include topographic shots at key locations of change in grade, driveways, swales and other distinct features that can be used in the paving design. In addition

we will locate surface features such as valves, fire hydrants, manholes and other pertinent items to be used in the generation of a topographic map to be used for design.

B. RIGHT-OF-WAY DEDICATION DOCUMENTS

1. Establish existing right-of-way of Spectrum Drive, Morris Avenue and Airport Parkway and prepare a right-of-way plan based on deed and plat research, and an on the ground survey of existing property corners.
2. Based on deed and plat research, survey of existing right-of-way and property corners, establish the horizontal alignment for the extension of Spectrum Drive. Based on the established alignment and after approved by the Town of Addison, we will prepare a right-of-way map and legal dedication documents including metes and abounds descriptions of Spectrum Drive right-of-way dedications.
3. Attend necessary staff meetings, public hearings, etc.. for the processing and approval of the right-of-way dedication. Provide the Town with the required legal descriptions and exhibits for recordation in the Dallas County Deed Records.

C. MISCELLANEOUS SURVEYING

1. In addition to the above services our surveyors will set all centerline PC's, PT's and PI's one time for construction control. It will be the responsibility of the contractor to maintain this control. No other construction staking is anticipated under this contract.

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of **\$12,000**.

II. CIVIL SERVICES

A. CONSTRUCTION DOCUMENTS

1. Construction documents will be prepared to the standards of the Town of Addison and the design guidelines established for the Urban Center Zoning District. The plans will include the following elements, grouped as necessary for the various submittal and review processes:
 - Cover Sheet and General Notes
 - Construction Quantities (in bid/specification book)
 - Horizontal Control/R.O.W. Map
 - Paving Plans and Profiles
 - Paving Details
 - Sleeving Plan
 - Drainage Area Map
 - Storm Sewer Plans and Profiles
 - Storm Sewer Details
 - Water Plans and Profiles
 - Water Details
 - Wastewater Plans and Profiles
 - Wastewater Details
 - Streetscape Plans Showing Tree Locations, Light Locations, Sub-Drain System, Sidewalk Patterns, Crosswalk Details, etc.
 - Electrical Design for Pedestrian Lighting
 - Streetscape Details
 - Electric Ductbank Plans, Profiles and Details
 - Erosion Control Plan (SWPPP) and Details

2. Basic services for preparation and processing of plans also includes the following tasks:
 - Prepare specifications to supplement Addison standard specifications and construction details where applicable.
 - Prepare quantity take-offs and opinions of probable construction cost at the time plans are submitted for Town review.
 - Prepare documents for advertisement and bidding.
 - Provide up to 20 bid sets and up to 10 construction sets. (These quantities are the basis for reimbursable expenses as estimated below and may be adjusted as desired with comparable adjustments in the allowance for reimbursables)
 - Necessary coordination with the Town and franchised utilities is included in the above-listed services; however, no designs or plans for construction of franchised utilities are included except for TXU electric ductbank design.

B. CONSTRUCTION SUPPORT

Huitt-Zollars will provide construction support services as distinguished from an on-site representative provided by the Town of Addison. The combined tasks for all personnel will be as follows:

1. Assist the Town in preparing documents for advertisement and bidding; conduct pre-bid meeting; prepare and issue addenda; evaluate bids; make recommendation for award; and assist the Town in preparation of construction contract.
2. Make periodic visits to the site (as distinguished from the continuous service of a resident Project representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services the Engineer will endeavor to protect the Town against defects and deficiencies in the work of the contractor, but engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
3. Consult and advise the Town; issue instructions to the contractor requested by the Town; and prepare and issue routine change orders with Town approval
4. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Town and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
5. Obtain and review monthly and final estimates for payments to contractors, and furnish to the Town recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract documents.
6. Schedule and conduct, in conjunction with Town and Contractor, required final inspection walk-through and follow up on contractor's punch list items.
7. Compile and submit all documentation for final acceptance of public facilities, including mylar record drawings.
8. Assist Town and Contractor in locating and tagging street trees. This is limited to a maximum of 2 out of town trips.

All work is assumed to supplement the primary inspection activities of the Town of Addison and the franchised utility companies.

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of **\$105,000**.

III. LANDSCAPE SERVICES

A. CONSTRUCTION DOCUMENTS

1. Construction documents will be prepared to the standards of the Town of Addison and the design guidelines established for the Urban Center Zoning District. The plans will include the following elements, grouped as necessary for the various submittal and review processes:
 - Landscape Plans Showing Tree Species, Planting and Turf areas, Details and Specifications for Planting in the Public Right-Of-Way
 - Irrigation Plans and Details

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of **\$12,000**.

IV. GEO-TECHNICAL SERVICES

Huitt-Zollars will enlist the services of a qualified geo-technical engineering firm to perform the following tasks.

1. Meet with Town officials to review and identify bore locations.
2. Stake the bore hole locations in the field.
3. Obtain soil samples from bore holes for material testing. The bore holes and subsequent tests will identify the depth of the tan and gray limestone, plasticity and other properties of the soil.
4. Prepare a written report of findings including the following:
 - a) Plan of borings, boring logs, laboratory test results and water level observations.
 - b) General soil and subsurface water conditions at the boring locations.
 - c) Evaluation of the swell characteristics of the subsurface soils.
 - d) Earthwork recommendations
 - e) Guidelines for pavement design and concrete pavement sections.

Huitt-Zollars compensation for the above referenced services shall be the Hourly Not-to-Exceed amount of **\$5,500**.

V. REIMBURSABLE EXPENSES

Reimbursable expenses accrued through printing for distribution outside our office, photocopies, computer plotting, deliveries, travel, long distance calls, express mail, postage and similar out of pocket expenses shall be reimbursed at cost plus ten percent and are estimated to be **\$7,500**. This includes the bidding and construction sets as noted above.

Assumptions:

1. Traffic control and detour plans, if required, will be provided by the contractor prior to construction activities. These plans are not included in the design fee.
2. Traffic Studies and Signal design if required are not included in this proposal.
3. Construction Support services, beyond the services noted above, are not included in this proposal but can be provided for additional compensation.
4. Franchise utility burial plans, if required, will be provided by the respective franchise companies except for the TXU duct design as noted in the scope.
5. The specifications and details necessary to construct the civil elements will be provided by note or drawing on the construction documents. Primarily the civil elements will be constructed per the North

Central Texas Council of Governments (NCTCOG) specifications and details or the Town of Addison standard details.

Summary of Services and Compensation

	<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
Item I.	Surveying	Lump Sum	\$12,000.00
Item II.	Civil Services	Lump Sum	\$105,000.00
Item III.	Landscape Services	Lump Sum	\$12,000.00
Item III.	Geo-technical Services	Hourly (Not to Exceed)	\$5,500.00
Item IV.	Reimbursable Expenses	Estimate	\$7,500.00
	Total Services		\$142,000.00

Previous experience indicates that revisions and alterations are inevitable. However, if properly tended in the design stage, revisions incurred will be considered minor and incidental to the base contract. Major alterations to the design development, construction staking, and field inspection program are, of course, beyond our control. In this event, our office will notify you in advance of approximate cost and we will proceed upon receipt of signed Work Authorization. All additional work shall be invoiced monthly and reimbursed on a "Time and Materials" basis using actual direct salary cost for the persons working on the project, times a multiplier which is an overhead factor, including profit. The general range of direct salary cost for various employees is provided on the attached schedule. Following Town approval of the plans, no changes will be made without additional compensation unless such changes are required due to our oversight.

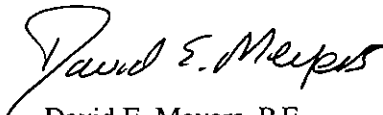
A copy of our current rate schedule is enclosed as Exhibit "A" and our standard contract provisions are enclosed as Exhibit "B". If this proposal is acceptable, please sign below, initial the exhibits and return one copy for our records.

Thank you for this opportunity to be of service.

Sincerely,

HUITT-ZOLLARS, INC.

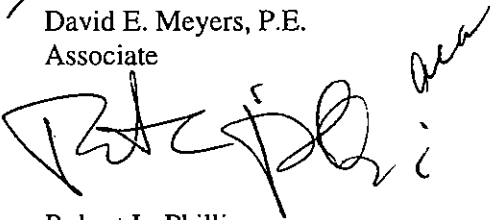
Accepted for **TOWN OF ADDISON**



David E. Meyers, P.E.
Associate

Signature

Printed Name and Title



Robert L. Phillips
Senior Vice President

Date

DALLAS

**HUITT-ZOLLARS, INC.
BASIS FOR PROFESSIONAL FEES AND CHARGES
April 1, 2000**

Projects indicated to be performed on a "Time and Materials" basis will be invoiced monthly using actual direct salary cost for the persons working on the project times a multiplier which is an overhead factor, including profit. The current year multiplier is 2.44. The general ranges of direct salary cost for various employees are as follows:

Senior Officer, Principal	\$55.00 to \$110.00
Architect/Engineer VII, VIII, Officer	\$35.00 to \$ 70.00
Architect/Engineer IV, V, VI	\$25.00 to \$ 50.00
Architect/Engineer I, II, III	\$21.00 to \$ 45.00
Designer I through Design Manager	\$21.00 to \$ 45.00
CADD Tech I through Supervisor	\$10.00 to \$ 35.00
Project Support: Includes Clerical, Computer Systems, Document Control, and Accounting Support	\$ 7.00 to \$ 28.00

SURVEY CREWS WILL BE INVOICED ON AN HOURLY RATE BASIS:

1 Person Robotic Total Station Crew	\$75.00
2 Person Total Station Crew	\$95.00
3 Person Total Station Crew	\$115.00
4 Person Total Station Crew	\$135.00
1 Person GPS Crew	\$140.00
2 Person GPS Crew	\$160.00
3 Person GPS Crew	\$185.00

**HOURLY BILLING RATES
EXPERT WITNESS**

Testimony	\$260.00
Standby	\$130.00
Preparation	\$130.00

REIMBURSABLE EXPENSES WILL BE INVOICED AS FOLLOWS:

In House Blue Prints	\$ 0.20/ft ²
In House Photocopies	\$ 0.10/page
Outside Services	Cost + 10%
Mileage	\$ 0.325/mile

Client Int. _____

HUITT-ZOLLARS, INC.
TERMS AND CONDITIONS

"EXHIBIT B"

1. **AUTHORIZATION FOR WORK TO PROCEED**
Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the WORK AUTHORIZATION/AGREEMENT.

2. **COST ESTIMATES FOR PROPOSED CONSTRUCTION**
Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

3. **STANDARD OF PRACTICE**
Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

4. **SALES TAXES**
All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

5. **BILLING AND PAYMENT**
The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The 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 HZI more than thirty (30) calendar days from receipt 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.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill

in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

6. **LIMITATION OF LIABILITY**
In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

7. **CONSEQUENTIAL DAMAGES**
The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

8. **TERMINATION**
In the event termination becomes necessary, the party (CLIENT or HZI) 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 of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

9. **ADDITIONAL SERVICES**
Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

Client Int. _____

SPECTRUM DRIVE-NORTH EXTENSION

COMPLETION SCHEDULE

	DATE
Notice to Proceed	March 1, 2002
Preliminary Meeting with City	March 4, 2002
Begin Field Surveys	March 4, 2002
Complete Field Surveys	March 22, 2002
Submit Preliminary Plans to City for Review	May 17, 2002
Receive Review Comments from City	June 7, 2002
Complete Final Plans	July 3, 2002
City Final Review Comments	July 19, 2002
Advertise Project	August 1, 2002
Receive Bid	August 19, 2002
Award Construction Contract	September 10, 2002
Notice to Proceed (Construction)	September 16, 2002
Construction	September 2002 thru February 2003

OPINION OF PROBABLE CONSTRUCTION COST PROJECT: SPECTRUM DRIVE EXTENSION				HUIT-ZOLLARS, INC. JOB NO. DATE: 07-Jan-02				
CLIENT: TOWN OF ADDISON				SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
ITEM	UNIT	UNIT PRICE						
SUMMARY								
PAVING IMPROVEMENTS				\$138,260	\$133,305	\$185,797		\$457,362
STREETSCAPE IMPROVEMENTS				\$161,134	\$160,036	\$231,552		\$552,722
DRAINAGE IMPROVEMENTS				\$14,155	\$47,726	\$88,533		\$150,414
WASTEWATER IMPROVEMENTS				\$11,876	\$21,560	\$30,476		\$63,912
WATER IMPROVEMENTS				\$56,763	\$77,363	\$95,011		\$229,136
ELECTRICAL IMPROVEMENTS				\$12,960	\$67,020	\$89,700		\$169,680
COMMUNICATION AND GAS IMPROVEMENTS				\$31,365	\$21,420	\$35,037		\$87,822
SUBTOTAL				\$426,512	\$528,430	\$756,106		\$1,711,048
CONTINGENCIES (15%)				\$63,977	\$79,264	\$113,416		\$256,657
TOTAL				\$490,489	\$607,694	\$869,522		\$1,967,705

- NOTES:
1. Basis for unit prices is Addison Circle Phase 28 plus 10%.
 2. Streetscape section west side of Airport north of R-1 is a 5' grass parkway with street trees and 5' concrete sidewalk

**OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION**

CLIENT: TOWN OF ADDISON

HUIT-ZOLLARS, INC.
JOB NO.
DATE: 07-Jan-02

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
PAVING IMPROVEMENTS							
MOBILIZATION	LS	\$20,000.00	0.32	0.28	0.40	1.00	\$20,000
UNCLASSIFIED STREET EXCAVATION	CY	\$9.00	1100	880	1320	3300.00	\$29,700
FULL DEPTH SAWCUT EXIST. CONCRETE	LF	\$3.00	200			200.00	\$600
REM. & DISPOSE OF EXIST. CONC. PAVEMENT	SY	\$15.70	20			20.00	\$314
REM. & DISPOSE OF EXIST. 4" CONC. SIDEWALK	SY	\$10.00	8			8.00	\$80
6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$30.00		75	75	150.00	\$4,500
6" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$35.00		75	75	150.00	\$5,250
8" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$37.00	1650	1380	2070	5100.00	\$188,700
8" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$44.00	100	100	100	300.00	\$13,200
6" THICK LIME STAB. SUBGRADE	SY	\$4.80	1830	1524	2286	5640.00	\$27,072
HYDRATED LIME (33 LBS/SY)	TON	\$130.00	30.2	25.1	37.7	93.00	\$12,090
6' 650 PSI FLEX REINF. CONC INTEGRAL CURB	LF	\$3.10	700	1460	1040	3200.00	\$9,920
6' 650 PSI FLEX REINF. CONC. DRIVE W/WO DROP SLAB	SY	\$34.00	50	25	25	100.00	\$3,400
REINF. CONC. STREET HEADER	LF	\$6.00	105		75	180.00	\$1,080
LONGITUDINAL BUTT JOINT	LF	\$5.50	105		75	180.00	\$990
FURNISH VEHICULAR BRICK PAVER, DELIVERED TO SITE	SF	\$3.70	900	1575	1575	4050.00	\$14,985
FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	\$2.70	900	1575	1575	4050.00	\$10,935
4" 3000 PSI COMPRESSIVE REINF. CONC. SIDEWALK	SF	\$4.00	1810	144	216	2170.00	\$8,680
4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$4.00	3420	5760	8640	17820.00	\$71,280
STREET AND TRAFFIC CONTROL SIGNS	EA	\$340.00	4	5	7	16.00	\$5,440
STREET NAME SIGN AND MOUNTING HARDWARE	EA	\$490.00	1	1	1	3.00	\$1,470
STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE	EA	\$320.00	5	5	7	17.00	\$5,440
24" THERMOPLASTIC STOP LINE	LF	\$30.00	25			25.00	\$750
TRAFFIC BUTTONS	EA	\$4.00	112	94	140	346.00	\$1,384
STREET BARRICADE	LF	\$34.00		1	2	3.00	\$102
BARRICADING, SIGNING AND TRAFFIC CONTROL	LS	\$10,000.00	0.32	0.28	0.40	1.00	\$10,000
MISC. DEMOLITION	LS	\$10,000.00	0.32	0.28	0.40	1.00	\$10,000
PAVING SUBTOTAL			\$ 138,260	\$ 133,305	\$ 185,797		\$ 457,362

**OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION**

HUITT-ZOLLARS, INC.
JOB NO.
DATE: 07-Jan-02

CLIENT: TOWN OF ADDISON

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
STREETSCAPE IMPROVEMENTS							
IRRIGATION SYSTEM INCL. POWER FOR CONTROLLERS	LF	\$15.00	700	584	876	2160.00	\$32,400
TREE FENCE	LF	\$23.00	442	748	1088	2278.00	\$52,394
4" PVC SCH. 40 PERFORATED DRAIN SYSTEM	LF	\$22.00	700	584	876	2160.00	\$47,520
BENCH	EA	\$1,800.00	4	3	5	12.00	\$21,600
BIKE RACK	EA	\$600.00				0.00	\$0
TRASH RECEPTACLE	EA	\$1,000.00	2	2	2	6.00	\$6,000
200 GAL. TREE	EA	\$1,650.00	26	22	32	80.00	\$132,000
100 GAL. TREE	EA	\$800.00				0.00	\$0
PLANTING ALLOWANCE (TREE WELLS)	SF	\$4.50	780	1296	1944	4020.00	\$18,090
HYDROMULCH	SF	\$0.40	14000	11680	17520	43200.00	\$17,280
PEDESTRIAN STREET LIGHT FOUNDATION AND CAP	EA	\$625.00	10	8	12	30.00	\$18,750
HANGING LIGHT FOUNDATION POLE	EA	\$1,000.00				0.00	\$0
HANGING LIGHT POLE	EA	\$2,500.00				0.00	\$0
BEGA POLE WITH SINGLE LUMINAIRE	EA	\$3,100.00	7	5	10	22.00	\$68,200
BEGA POLE WITH DOUBLE LUMINAIRE	EA	\$4,400.00	3	3	2	8.00	\$35,200
HANGING LIGHT LUMINAIRE	EA	\$1,000.00				0.00	\$0
STREET LIGHT CONDUIT	LF	\$4.00	700	584	876	2160.00	\$8,640
STREET LIGHT PULL BOX	EA	\$340.00	4	8	4	16.00	\$5,440
STREET LIGHT CONDUCTOR (Multiple Runs)	LF	\$5.00	700	584	876	2160.00	\$10,800
BOLLARDS	EA	\$400.00				0.00	\$0
FURNISH GLEN GERY PEDESTRIAN BRICK	SF	\$2.80	3420	5760	8640	17820.00	\$49,896
FURNISH BEDDING MATERIALS AND PLACE PED. BRICK	SF	\$1.60	3420	5760	8640	17820.00	\$28,512
STREETSCAPE SUBTOTAL			\$ 161,134	\$ 160,036	\$ 231,552		\$ 552,722

**OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION**

HUIT-ZOLLARS, INC.
JOB NO.
DATE: 07-Jan-02

CLIENT: TOWN OF ADDISON

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
DRAINAGE IMPROVEMENTS							
18" CL. III RCP, INCLUDING EMBEDMENT	LF	\$59.40	50	40	40	130.00	\$7,722
21" CL. III RCP, INCLUDING EMBEDMENT	LF	\$62.70	40	30	30	100.00	\$6,270
24" CL. III RCP, INCLUDING EMBEDMENT	LF	\$68.20		60		60.00	\$4,092
27" CL. III RCP, INCLUDING EMBEDMENT	LF	\$73.00		240		240.00	\$17,520
30" CL. III RCP, INCLUDING EMBEDMENT	LF	\$92.00			40	40.00	\$3,680
36" CL. III RCP, INCLUDING EMBEDMENT	LF	\$105.00			50	50.00	\$5,250
39" CL. III RCP, INCLUDING EMBEDMENT	LF	\$114.00				0.00	\$0
42" CL. III RCP, INCLUDING EMBEDMENT	LF	\$130.00			400	400.00	\$52,000
60" CL. III RCP, INCLUDING EMBEDMENT	LF	\$130.00				0.00	\$0
JUNCTION STRUCTURE	LS	\$10,000.00				0.00	\$0
REMOVE & DISPOSE OF EXIST. INLET	EA	\$600.00				0.00	\$0
6' MOD. REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)	EA	\$2,500.00		2	2	4.00	\$10,000
10' REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)	EA	\$3,600.00		2	2	4.00	\$14,400
STORMWATER MANHOLE	EA	\$3,850.00		1	1	2.00	\$7,700
RCP 60 DEGREE FACTORY WYE CONNECTION	EA	\$330.00	2	3	3	8.00	\$2,640
PIPE TO STRUCTURE CONNECTION	EA	\$440.00		1	1	2.00	\$880
PRECAST CONCRETE PLUG	EA	\$120.00		1	1	2.00	\$240
INLET PROTECTION	EA	\$275.00	2	4	4	10.00	\$2,750
SILT FENCE	LF	\$2.20	350	300	430	1080.00	\$2,376
STABILIZED CONSTRUCTION ENTRANCE	SY	\$20.00	200			200.00	\$4,000
TRENCH SAFETY DESIGN FOR ALL UTILITIES	LS	\$550.00	0.32	0.28	0.40	1.00	\$550
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	90	370	560	1020.00	\$1,122
2" PVC SLEEVE	LF	\$4.40	280	220	330	830.00	\$3,652
4" PVC SLEEVE	LF	\$5.20	140	110	170	420.00	\$2,184
6" PVC SLEEVE	LF	\$6.60	70	60	80	210.00	\$1,386
5' x 5' TYPE 'Y' INLET	EA	\$3,300.00				0.00	\$0
DRAINAGE SUBTOTAL			\$ 14,155	\$ 47,726	\$ 88,533	47726.00	\$150,414

**OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION**

HUIT-ZOLLARS, INC.
JOB NO.
DATE: 07-Jan-02

CLIENT: TOWN OF ADDISON

ITEM	UNIT	UNIT PRICE	SPECTRUM DR: R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR: R-2 to R-1 300 LF	SPECTRUM DR: MORRIS to R-2 430 LF	TOTAL QUANTITY	AMOUNT
WASTEWATER IMPROVEMENTS							
8" SDR 26 PVC WASTEWATER LINE INCLUDING EMBEDMENT	LF	\$41.00	180	300	430	910.00	\$37,310
6" SDR 35 PVC WW LAT. W/ 2-WAY C.O. & CAST IRON LID	EA	\$1,650.00	2	2	4	8.00	\$13,200
5' DIA. WASTEWATER MANHOLE	EA	\$4,500.00	1	1	1	2.00	\$9,000
TV INSPECTION	LF	\$1.10	180	300	430	910.00	\$1,001
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	180	300	430	910.00	\$1,001
CONCRETE ENCASEMENT	LF	\$40.00	20	20	20	60.00	\$2,400
WASTEWATER SUBTOTAL			\$ 11,876	\$ 21,560	\$ 30,476		\$ 63,912

WATER IMPROVEMENTS

CONCRETE BLOCKING	CY	\$275.00	0.5	0.5	0.5	1.50	\$413
D.I. CL. 250 IRON FITTINGS	TON	\$3,300.00	0.1	0.1	0.1	0.30	\$990
6" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$21.00	140	130	190	460.00	\$9,660
8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$23.00	80	80	130	210.00	\$4,830
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$33.00	350	300	430	1080.00	\$35,640
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, Incl. Encasement/Pips. By Bore	LF	\$100.00				0.00	\$0
6" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$715.00	4	4	6	14.00	\$10,010
8" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$825.00	1	1	2	3.00	\$2,475
12" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$1,360.00	2	2	4	8.00	\$10,880
FIRE HYDRANT	EA	\$1,540.00	2	2	3	7.00	\$10,780
CONN. TO EXIST. WATER MAIN (ALL SIZES)	EA	\$880.00	1	1	1	2.00	\$1,760
1.5" WATER SERVICE, CHECK VALVE, BOXES, METER	EA	\$2,100.00	2	2	4	8.00	\$16,800
2" DOMESTIC SERVICE, METER, BOXES, CHECK VALVE	EA	\$2,800.00				0.00	\$0
4" DOMESTIC SERVICE, METER, BOX	EA	\$11,700.00	1	2	2	5.00	\$58,500
6" FIRE LINE, CHECK VALVE, BOX, METER	EA	\$11,300.00	1	2	2	5.00	\$56,500
12" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$4,000.00	1			1.00	\$4,000
24" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$4,500.00				0.00	\$0
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	350	300	430	1080.00	\$1,188
WATER TEST	LS	\$750.00	0.320	0.280	0.400	1.00	\$750
CONCRETE ENCASEMENT	LF	\$44.00	30	30	30	90.00	\$3,960
WATER SUBTOTAL			\$ 56,763	\$ 77,363	\$ 95,011		\$ 229,136

**OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION**

HUITT-ZOLLARS, INC.
JOB NO.
DATE: 07-Jan-02

CLIENT: TOWN OF ADDISON

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
ELECTRICAL IMPROVEMENTS							
4E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$90.00	80	40	80	200.00	\$18,000
6E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$110.00				0.00	\$0
8E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$140.00		300	430	730.00	\$102,200
TUE STANDARD 3-WAY MANHOLE	EA	\$16,100.00		1	1	2.00	\$32,200
TUE STANDARD PRECAST DEEP WELL 25 KV SWITCH PAD	EA	\$2,000.00		2	2	6.00	\$12,000
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 36"	EA	\$110.00		12	20	48.00	\$5,280
ELECTRICAL SUBTOTAL			\$ 12,960	\$ 67,020	\$ 89,700	67020.00	\$ 169,680

COMMUNICATION AND GAS

COMMUNICATION DUCT (INCLUDING INNERDUCT)	LF	\$30.60	350	300	430	1080.00	\$33,048
COMMUNICATION MANHOLES	EA	\$7,650.00		1	2	5.00	\$38,250
GAS MAIN	LF	\$15.30	350	300	430	1080.00	\$16,524
COMMUNICATION AND GAS SUB-TOTAL			\$ 31,365	\$ 21,420	\$ 35,037	21420.00	\$ 87,822

HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

January 15, 2002

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

**RE: Spectrum Drive-North Extension
Proposal for Professional Services**

Dear Mr. Chutchian

Huitt-Zollars is pleased to submit this proposal for professional services associated with the above referenced public improvement project located in Addison, Texas. This proposal encompasses civil engineering, surveying, landscape architecture and irrigation design for the project. There should be no additional tasks, services or fees required in these disciplines to complete the project as we currently understand it.

This project generally consists of civil engineering, surveying and landscape architecture design for public infrastructure associated with Spectrum Drive-North Extension. The limits of the work are from a point approximately 85 feet north of the centerline intersection of Spectrum Drive and Morris Avenue north approximately 1,100 linear feet to Airport Parkway.

Plans and specifications will be produced to the standards for public infrastructure of the Town of Addison and the Addison Urban Center Development Guidelines with the intent of publicly bidding the construction work. Plans will specifically provide for paving, water, wastewater, drainage, electric ductbank, streetscape elements, planting and irrigation. It is our understanding that Huitt-Zollars will prepare one set of construction documents and one bid package for the limits of work described above. That is the basis for our scope and fees. Projects of this nature fall into the following major categories, any or all of which you may deem necessary for your purposes.

- I. SURVEYING
- II. CIVIL SERVICES
- III. LANDCAPE SERVICES
- IV. GEO-TECHNICAL SERVICES
- V. REIMBURSABLE EXPENSES

Our detailed scope is as follows:

I. SURVEYING

A. TOPOGRAPHIC SURVEY

1. Perform the field work necessary to locate existing features within and adjacent to the proposed alignment of Spectrum Drive from Morris Avenue to Airport Parkway. (25 feet either side of proposed R.O.W. line of Spectrum) This will include topographic shots at key locations of change in grade, driveways, swales and other distinct features that can be used in the paving design. In addition

we will locate surface features such as valves, fire hydrants, manholes and other pertinent items to be used in the generation of a topographic map to be used for design.

B. RIGHT-OF-WAY DEDICATION DOCUMENTS

1. Establish existing right-of-way of Spectrum Drive, Morris Avenue and Airport Parkway and prepare a right-of-way plan based on deed and plat research, and an on the ground survey of existing property corners.
2. Based on deed and plat research, survey of existing right-of-way and property corners, establish the horizontal alignment for the extension of Spectrum Drive. Based on the established alignment and after approved by the Town of Addison, we will prepare a right-of-way map and legal dedication documents including metes and abounds descriptions of Spectrum Drive right-of-way dedications.
3. Attend necessary staff meetings, public hearings, etc.. for the processing and approval of the right-of-way dedication. Provide the Town with the required legal descriptions and exhibits for recordation in the Dallas County Deed Records.

C. MISCELLANEOUS SURVEYING

1. In addition to the above services our surveyors will set all centerline PC's, PT's and PI's one time for construction control. It will be the responsibility of the contractor to maintain this control. No other construction staking is anticipated under this contract.

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of **\$12,000.**

II. CIVIL SERVICES

A. CONSTRUCTION DOCUMENTS

1. Construction documents will be prepared to the standards of the Town of Addison and the design guidelines established for the Urban Center Zoning District. The plans will include the following elements, grouped as necessary for the various submittal and review processes:
 - Cover Sheet and General Notes
 - Construction Quantities (in bid/specification book)
 - Horizontal Control/R.O.W. Map
 - Paving Plans and Profiles
 - Paving Details
 - Sleeving Plan
 - Drainage Area Map
 - Storm Sewer Plans and Profiles
 - Storm Sewer Details
 - Water Plans and Profiles
 - Water Details
 - Wastewater Plans and Profiles
 - Wastewater Details
 - Streetscape Plans Showing Tree Locations, Light Locations, Sub-Drain System, Sidewalk Patterns, Crosswalk Details, etc.
 - Electrical Design for Pedestrian Lighting
 - Streetscape Details
 - Electric Ductbank Plans, Profiles and Details
 - Erosion Control Plan (SWPPP) and Details

2. Basic services for preparation and processing of plans also includes the following tasks:
 - Prepare specifications to supplement Addison standard specifications and construction details where applicable.
 - Prepare quantity take-offs and opinions of probable construction cost at the time plans are submitted for Town review.
 - Prepare documents for advertisement and bidding.
 - Provide up to 20 bid sets and up to 10 construction sets. (These quantities are the basis for reimbursable expenses as estimated below and may be adjusted as desired with comparable adjustments in the allowance for reimbursables)
 - Necessary coordination with the Town and franchised utilities is included in the above-listed services; however, no designs or plans for construction of franchised utilities are included except for TXU electric ductbank design.

B. CONSTRUCTION SUPPORT

Huitt-Zollars will provide construction support services as distinguished from an on-site representative provided by the Town of Addison. The combined tasks for all personnel will be as follows:

1. Assist the Town in preparing documents for advertisement and bidding; conduct pre-bid meeting; prepare and issue addenda; evaluate bids; make recommendation for award; and assist the Town in preparation of construction contract.
2. Make periodic visits to the site (as distinguished from the continuous service of a resident Project representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services the Engineer will endeavor to protect the Town against defects and deficiencies in the work of the contractor, but engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
3. Consult and advise the Town; issue instructions to the contractor requested by the Town; and prepare and issue routine change orders with Town approval
4. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Town and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
5. Obtain and review monthly and final estimates for payments to contractors, and furnish to the Town recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract documents.
6. Schedule and conduct, in conjunction with Town and Contractor, required final inspection walk-through and follow up on contractor's punch list items.
7. Compile and submit all documentation for final acceptance of public facilities, including mylar record drawings.
8. Assist Town and Contractor in locating and tagging street trees. This is limited to a maximum of 2 out of town trips.

All work is assumed to supplement the primary inspection activities of the Town of Addison and the franchised utility companies.

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of **\$105,000**.

III. LANDSCAPE SERVICES

A. CONSTRUCTION DOCUMENTS

1. Construction documents will be prepared to the standards of the Town of Addison and the design guidelines established for the Urban Center Zoning District. The plans will include the following elements, grouped as necessary for the various submittal and review processes:
 - Landscape Plans Showing Tree Species, Planting and Turf areas, Details and Specifications for Planting in the Public Right-Of-Way
 - Irrigation Plans and Details

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of **\$12,000**.

IV. GEO-TECHNICAL SERVICES

Huitt-Zollars will enlist the services of a qualified geo-technical engineering firm to perform the following tasks.

1. Meet with Town officials to review and identify bore locations.
2. Stake the bore hole locations in the filed.
3. Obtain soil samples from bore holes for material testing. The bore holes and subsequent tests will identify the depth of the tan and gray limestone, plasticity and other properties of the soil.
4. Prepare a written report of findings including the following:
 - a) Plan of borings, boring logs, laboratory test results and water level observations.
 - b) General soil and subsurface water conditions at the boring locations.
 - c) Evaluation of the swell characteristics of the subsurface soils.
 - d) Earthwork recommendations
 - e) Guidelines for pavement design and concrete pavement sections.

Huitt-Zollars compensation for the above referenced services shall be the Hourly Not-to-Exceed amount of **\$5,500**.

V. REIMBURSABLE EXPENSES

Reimbursable expenses accrued through printing for distribution outside our office, photocopies, computer plotting, deliveries, travel, long distance calls, express mail, postage and similar out of pocket expenses shall be reimbursed at cost plus ten percent and are estimated to be **\$7,500**. This includes the bidding and construction sets as noted above.

Assumptions:

1. Traffic control and detour plans, if required, will be provided by the contractor prior to construction activities. These plans are not included in the design fee.
2. Traffic Studies and Signal design if required are not included in this proposal.
3. Construction Support services, beyond the services noted above, are not included in this proposal but can be provided for additional compensation.
4. Franchise utility burial plans, if required, will be provided by the respective franchise companies except for the TXU duct design as noted in the scope.
5. The specifications and details necessary to construct the civil elements will be provided by note or drawing on the construction documents. Primarily the civil elements will be constructed per the North

Central Texas Council of Governments (NCTCOG) specifications and details or the Town of Addison standard details.

Summary of Services and Compensation

	<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
Item I.	Surveying	Lump Sum	\$12,000.00
Item II.	Civil Services	Lump Sum	\$105,000.00
Item III.	Landscape Services	Lump Sum	\$12,000.00
Item III.	Geo-technical Services	Hourly (Not to Exceed)	\$5,500.00
Item IV.	Reimbursable Expenses	Estimate	<u>\$7,500.00</u>
	Total Services		\$142,000.00

Previous experience indicates that revisions and alterations are inevitable. However, if properly tended in the design stage, revisions incurred will be considered minor and incidental to the base contract. Major alterations to the design development, construction staking, and field inspection program are, of course, beyond our control. In this event, our office will notify you in advance of approximate cost and we will proceed upon receipt of signed Work Authorization. All additional work shall be invoiced monthly and reimbursed on a "Time and Materials" basis using actual direct salary cost for the persons working on the project, times a multiplier which is an overhead factor, including profit. The general range of direct salary cost for various employees is provided on the attached schedule. Following Town approval of the plans, no changes will be made without additional compensation unless such changes are required due to our oversight.

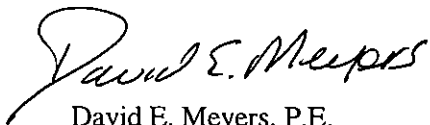
A copy of our current rate schedule is enclosed as Exhibit "A" and our standard contract provisions are enclosed as Exhibit "B". If this proposal is acceptable, please sign below, initial the exhibits and return one copy for our records.

Thank you for this opportunity to be of service.

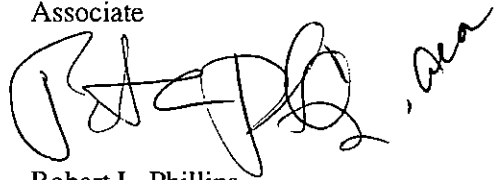
Sincerely,

HUITT-ZOLLARS, INC.

Accepted for **TOWN OF ADDISON**



David E. Meyers, P.E.
Associate



Robert L. Phillips
Senior Vice President

Signature

Printed Name and Title

Date

DALLAS

**HUITT-ZOLLARS, INC.
BASIS FOR PROFESSIONAL FEES AND CHARGES
April 1, 2000**

Projects indicated to be performed on a "Time and Materials" basis will be invoiced monthly using actual direct salary cost for the persons working on the project times a multiplier which is an overhead factor, including profit. The current year multiplier is 2.44. The general ranges of direct salary cost for various employees are as follows:

Senior Officer, Principal	\$55.00 to \$110.00
Architect/Engineer VII, VIII, Officer	\$35.00 to \$ 70.00
Architect/Engineer IV, V, VI	\$25.00 to \$ 50.00
Architect/Engineer I, II, III	\$21.00 to \$ 45.00
Designer I through Design Manager	\$21.00 to \$ 45.00
CADD Tech I through Supervisor	\$10.00 to \$ 35.00
Project Support: Includes Clerical, Computer Systems, Document Control, and Accounting Support	\$ 7.00 to \$ 28.00

SURVEY CREWS WILL BE INVOICED ON AN HOURLY RATE BASIS:

1 Person Robotic Total Station Crew	\$75.00
2 Person Total Station Crew	\$95.00
3 Person Total Station Crew	\$115.00
4 Person Total Station Crew	\$135.00
1 Person GPS Crew	\$140.00
2 Person GPS Crew	\$160.00
3 Person GPS Crew	\$185.00

**HOURLY BILLING RATES
EXPERT WITNESS**

Testimony	\$260.00
Standby	\$130.00
Preparation	\$130.00

REIMBURSABLE EXPENSES WILL BE INVOICED AS FOLLOWS:

In House Blue Prints	\$ 0.20/ft ²
In House Photocopies	\$ 0.10/page
Outside Services	Cost + 10%
Mileage	\$ 0.325/mile

Client Int. _____

HUITT-ZOLLARS, INC.
TERMS AND CONDITIONS

"EXHIBIT B"

1. **AUTHORIZATION FOR WORK TO PROCEED**
Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the WORK AUTHORIZATION/AGREEMENT.

2. **COST ESTIMATES FOR PROPOSED CONSTRUCTION**
Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

3. **STANDARD OF PRACTICE**
Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

4. **SALES TAXES**
All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

5. **BILLING AND PAYMENT**
The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The 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 HZI more than thirty (30) calendar days from receipt 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.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill

in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

6. **LIMITATION OF LIABILITY**
In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

7. **CONSEQUENTIAL DAMAGES**
The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

8. **TERMINATION**
In the event termination becomes necessary, the party (CLIENT or HZI) 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 of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

9. **ADDITIONAL SERVICES**
Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

Client Int. _____

SPECTRUM DRIVE-NORTH EXTENSION

COMPLETION SCHEDULE

	DATE
Notice to Proceed	March 1, 2002
Preliminary Meeting with City	March 4, 2002
Begin Field Surveys	March 4, 2002
Complete Field Surveys	March 22, 2002
Submit Preliminary Plans to City for Review	May 17, 2002
Receive Review Comments from City	June 7, 2002
Complete Final Plans	July 3, 2002
City Final Review Comments	July 19, 2002
Advertise Project	August 1, 2002
Receive Bid	August 19, 2002
Award Construction Contract	September 10, 2002
Notice to Proceed (Construction)	September 16, 2002
Construction	September 2002 thru February 2003

OPINION OF PROBABLE CONSTRUCTION COST PROJECT: SPECTRUM DRIVE EXTENSION		CLIENT: TOWN OF ADDISON		HUIT-ZOLLARS, INC. JOB NO. DATE: 07-Jan-02			
ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
SUMMARY							
PAVING IMPROVEMENTS			\$138,260	\$133,305	\$185,797		\$457,362
STREETSCAPE IMPROVEMENTS			\$161,134	\$160,036	\$231,552		\$552,722
DRAINAGE IMPROVEMENTS			\$14,155	\$47,726	\$88,533		\$160,414
WASTEWATER IMPROVEMENTS			\$11,876	\$21,560	\$30,476		\$63,912
WATER IMPROVEMENTS			\$56,763	\$77,363	\$95,011		\$229,136
ELECTRICAL IMPROVEMENTS			\$12,960	\$67,020	\$89,700		\$169,680
COMMUNICATION AND GAS IMPROVEMENTS			\$31,365	\$21,420	\$35,037		\$87,822
SUBTOTAL			\$426,512	\$528,430	\$756,106		\$1,711,048
CONTINGENCIES (15%)			\$63,977	\$79,264	\$113,416		\$256,657
TOTAL			\$490,489	\$607,694	\$869,522		\$1,967,705

NOTES:

1. Basis for unit prices is Addison Circle Phase 2B plus 10%.
2. Streetscape section west side of Airport north of R-1 is a 5' grass parkway with street trees and 5' concrete sidewalk

**OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION**

CLIENT: TOWN OF ADDISON

HUITT-ZOLLARS, INC.
JOB NO.
DATE: 07-Jan-02

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
PAVING IMPROVEMENTS							
MOBILIZATION	LS	\$20,000.00	0.32	0.28	0.40	1.00	\$20,000
UNCLASSIFIED STREET EXCAVATION	CY	\$9.00	1100	880	1320	3300.00	\$29,700
FULL DEPTH SAWCUT EXIST. CONCRETE	LF	\$3.00	200			200.00	\$600
REM. & DISPOSE OF EXIST. CONC. PAVEMENT	SY	\$15.70	20			20.00	\$314
REM. & DISPOSE OF EXIST. 4" CONC. SIDEWALK	SY	\$10.00	8			8.00	\$80
6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$30.00		75	75	150.00	\$4,500
6" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$35.00		75	75	150.00	\$5,250
8" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$37.00	1650	1380	2070	5100.00	\$188,700
8" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$44.00	100	100	100	300.00	\$13,200
8" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$4.80	1830	1524	2286	5640.00	\$27,072
6" THICK LIME STAB. SUBGRADE	TON	\$130.00	30.2	25.1	37.7	93.00	\$12,090
HYDRATED LIME (33 LBS/SY)	LF	\$3.10	700	1460	1040	3200.00	\$9,920
6" 650 PSI FLEX REINF. CONC INTEGRAL CURB	SY	\$34.00	50	25	25	100.00	\$3,400
6" 650 PSI FLEX REINF. CONC. DRIVE W/WO DROP SLAB	LF	\$6.00	105		75	180.00	\$1,080
REINF. CONC. STREET HEADER	LF	\$5.50	105		75	180.00	\$990
LONGITUDINAL BUTT JOINT	SF	\$3.70	900	1575	1575	4050.00	\$14,985
FURNISH VEHICULAR BRICK PAVER, DELIVERED TO SITE	SF	\$2.70	900	1575	1575	4050.00	\$10,935
FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	\$4.00	1810	144	216	2170.00	\$8,680
4" 3000 PSI COMPRESSIVE REINF. CONC. SIDEWALK	SF	\$4.00	3420	5760	8640	17820.00	\$71,280
4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	EA	\$340.00	4	5	7	16.00	\$5,440
STREET AND TRAFFIC CONTROL SIGNS	EA	\$490.00	1	1	1	3.00	\$1,470
STREET NAME SIGN AND MOUNTING HARDWARE	EA	\$320.00	5	5	7	17.00	\$5,440
STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE	LF	\$30.00	25			25.00	\$750
24" THERMOPLASTIC STOP LINE	EA	\$4.00	112	94	140	346.00	\$1,384
TRAFFIC BUTTONS	LF	\$34.00		1	2	3.00	\$102
STREET BARRICADE	LS	\$10,000.00	0.32	0.28	0.40	1.00	\$10,000
BARRICADING, SIGNING AND TRAFFIC CONTROL	LS	\$10,000.00	0.32	0.28	0.40	1.00	\$10,000
MISC. DEMOLITION							
PAVING SUBTOTAL			\$ 138,260	\$ 133,305	\$ 185,797		\$ 457,362

OPINION OF PROBABLE CONSTRUCTION COST PROJECT: SPECTRUM DRIVE EXTENSION		CLIENT: TOWN OF ADDISON				HUITT-ZOLLARS, INC. JOB NO. DATE: 07-Jan-02	
ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
STREETSCAPE IMPROVEMENTS							
IRRIGATION SYSTEM INCL. POWER FOR CONTROLLERS	LF	\$15.00	700	584	876	2160.00	\$32,400
TREE FENCE	LF	\$23.00	442	748	1088	2278.00	\$52,394
4" PVC SCH. 40 PERFORATED DRAIN SYSTEM	LF	\$22.00	700	584	876	2160.00	\$47,520
BENCH	EA	\$1,800.00	4	3	5	12.00	\$21,600
BIKE RACK	EA	\$600.00				0.00	\$0
TRASH RECEPTACLE	EA	\$1,000.00	2	2	2	6.00	\$6,000
200 GAL. TREE	EA	\$1,650.00	26	22	32	80.00	\$132,000
100 GAL. TREE	EA	\$800.00				0.00	\$0
PLANTING ALLOWANCE (TREE WELLS)	SF	\$4.50	780	1296	1944	4020.00	\$18,090
HYDROMULCH	SF	\$0.40	14000	11680	17520	43200.00	\$17,280
PEDESTRIAN STREET LIGHT FOUNDATION AND CAP	EA	\$625.00	10	8	12	30.00	\$18,750
HANGING LIGHT FOUNDATION POLE	EA	\$1,000.00				0.00	\$0
HANGING LIGHT POLE	EA	\$2,500.00				0.00	\$0
BEGA POLE WITH SINGLE LUMINAIRE	EA	\$3,100.00	7	5	10	22.00	\$68,200
BEGA POLE WITH DOUBLE LUMINAIRE	EA	\$4,400.00	3	3	2	8.00	\$35,200
HANGING LIGHT LUMINAIRE	EA	\$1,000.00				0.00	\$0
STREET LIGHT CONDUIT	LF	\$4.00	700	584	876	2160.00	\$8,640
STREET LIGHT PULL BOX	EA	\$340.00	4	8	4	16.00	\$5,440
STREET LIGHT CONDUCTOR (Multiple Runs)	LF	\$5.00	700	584	876	2160.00	\$10,800
BOLLARDS	EA	\$400.00				0.00	\$0
FURNISH GLEN GERY PEDESTRIAN BRICK	SF	\$2.80	3420	5760	8640	17820.00	\$49,896
FURNISH BEDDING MATERIALS AND PLACE PED. BRICK	SF	\$1.60	3420	5760	8640	17820.00	\$28,512
STREETSCAPE SUBTOTAL			\$ 161,134	\$ 160,036	\$ 231,552		\$ 552,722

**OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION**

CLIENT: TOWN OF ADDISON
HUITT-ZOLLARS, INC.
JOB NO.
DATE: 07-Jan-02

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
DRAINAGE IMPROVEMENTS							
18" CL. III RCP, INCLUDING EMBEDMENT	LF	\$59.40	50	40	40	130.00	\$7,722
21" CL. III RCP, INCLUDING EMBEDMENT	LF	\$62.70	40	30	30	100.00	\$6,270
24" CL. III RCP, INCLUDING EMBEDMENT	LF	\$68.20		60		60.00	\$4,092
27" CL. III RCP, INCLUDING EMBEDMENT	LF	\$73.00		240		240.00	\$17,520
30" CL. III RCP, INCLUDING EMBEDMENT	LF	\$92.00			40	40.00	\$3,680
36" CL. III RCP, INCLUDING EMBEDMENT	LF	\$105.00			50	50.00	\$5,250
39" CL. III RCP, INCLUDING EMBEDMENT	LF	\$114.00				0.00	\$0
42" CL. III RCP, INCLUDING EMBEDMENT	LF	\$130.00			400	400.00	\$52,000
60" CL. III RCP, INCLUDING EMBEDMENT	LF	\$130.00				0.00	\$0
JUNCTION STRUCTURE	LS	\$10,000.00				0.00	\$0
REMOVE & DISPOSE OF EXIST. INLET	EA	\$600.00				0.00	\$0
6' MOD. REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)	EA	\$2,500.00		2	2	4.00	\$10,000
10' REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)	EA	\$3,600.00		2	2	4.00	\$14,400
STORMWATER MANHOLE	EA	\$3,850.00		1	1	2.00	\$7,700
RCP 60 DEGREE FACTORY WYE CONNECTION	EA	\$330.00	2	3	3	8.00	\$2,640
PIPE TO STRUCTURE CONNECTION	EA	\$440.00		1	1	2.00	\$880
PRECAST CONCRETE PLUG	EA	\$120.00		1	1	2.00	\$240
INLET PROTECTION	EA	\$275.00	2	4	4	10.00	\$2,750
SILT FENCE	LF	\$2.20	350	300	430	1080.00	\$2,376
STABILIZED CONSTRUCTION ENTRANCE	SY	\$20.00	200			200.00	\$4,000
TRENCH SAFETY DESIGN FOR ALL UTILITIES	LS	\$550.00	0.32	0.28	0.40	1.00	\$550
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	90	370	560	1020.00	\$1,122
2" PVC SLEEVE	LF	\$4.40	280	220	330	830.00	\$3,652
4" PVC SLEEVE	LF	\$5.20	140	110	170	420.00	\$2,184
6" PVC SLEEVE	LF	\$6.60	70	60	80	210.00	\$1,386
5' x 5' TYPE 'Y' INLET	EA	\$3,300.00				0.00	\$0
DRAINAGE SUBTOTAL			\$ 14,155	\$ 47,726	\$ 88,533	47726.00	\$150,414

**OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION**

HUITT-ZOLLARS, INC.
JOB NO.
DATE: 07-Jan-02

CLIENT: TOWN OF ADDISON

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	TOTAL QUANTITY	AMOUNT
WASTEWATER IMPROVEMENTS							
8" SDR 26 PVC WASTEWATER LINE INCLUDING EMBEDMENT	LF	\$41.00	180	300	430	910.00	\$37,310
6" SDR 35 PVC WW LAT. W/ 2-WAY C.O. & CAST IRON LID	EA	\$1,650.00	2	2	4	8.00	\$13,200
5" DIA. WASTEWATER MANHOLE	EA	\$4,500.00	1	1	1	2.00	\$9,000
TV INSPECTION	LF	\$1.10	180	300	430	910.00	\$1,001
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	180	300	430	910.00	\$1,001
CONCRETE ENCASEMENT	LF	\$40.00	20	20	20	60.00	\$2,400
WASTEWATER SUBTOTAL			\$ 11,876	\$ 21,560	\$ 30,476		\$ 63,912

WATER IMPROVEMENTS

CONCRETE BLOCKING	CY	\$275.00	0.5	0.5	0.5	1.50	\$413
D.I. CL. 250 IRON FITTINGS	TON	\$3,300.00	0.1	0.1	0.1	0.30	\$990
6" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$21.00	140	130	190	460.00	\$9,660
8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$23.00	80	80	130	210.00	\$4,830
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$33.00	350	300	430	1080.00	\$35,640
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, Incl. Encasement Pipe, By Bore	LF	\$100.00	4	4	6	14.00	\$1,010
6" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$715.00	1	1	2	3.00	\$2,475
8" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$825.00	2	2	4	8.00	\$10,880
12" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$1,360.00	2	2	3	7.00	\$10,780
FIRE HYDRANT	EA	\$1,540.00	2	2	1	2.00	\$1,760
CONN. TO EXIST. WATER MAIN (ALL SIZES)	EA	\$880.00	1	1	4	8.00	\$16,800
1.5" WATER SERVICE, CHECK VALVE, BOXES, METER	EA	\$2,100.00	2	2	2	0.00	\$0
2" DOMESTIC SERVICE, METER, BOXES, CHECK VALVE	EA	\$2,800.00	1	1	2	5.00	\$58,500
4" DOMESTIC SERVICE, METER, BOX	EA	\$11,700.00	1	2	2	5.00	\$56,500
6" FIRE LINE, CHECK VALVE, BOX, METER	EA	\$11,300.00	1	2	2	1.00	\$4,000
12" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$4,000.00	1	1	1	0.00	\$0
24" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$4,500.00	350	300	430	1080.00	\$1,188
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	0.320	0.280	0.400	1.00	\$750
WATER TEST	LS	\$750.00	30	30	30	90.00	\$3,960
CONCRETE ENCASEMENT	LF	\$44.00					
WATER SUBTOTAL			\$ 56,763	\$ 77,363	\$ 95,011		\$ 229,136

OPINION OF PROBABLE CONSTRUCTION COST
PROJECT: SPECTRUM DRIVE EXTENSION

CLIENT: TOWN OF ADDISON

HUIT-ZOLLARS, INC.
 JOB NO.
 DATE: 07-Jan-02

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 to R-1 300 LF	SPECTRUM DR. MORRIS to R-2 430 LF	TOTAL QUANTITY	AMOUNT
ELECTRICAL IMPROVEMENTS							
4E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$90.00	80	40	80	200.00	\$18,000
6E6 CONC. ENCASED DUCTBANK, 8" DIA. TYPE DB PVC CONDUIT	LF	\$110.00				0.00	\$0
8E6 CONC. ENCASED DUCTBANK, 8" DIA. TYPE DB PVC CONDUIT	LF	\$140.00		300	430	730.00	\$102,200
TUE STANDARD 3-WAY MANHOLE	EA	\$16,100.00		1	1	2.00	\$32,200
TUE STANDARD PRECAST DEEP WELL 25 KV SWITCH PAD	EA	\$2,000.00		2	2	6.00	\$12,000
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 36"	EA	\$110.00		12	20	48.00	\$5,280
ELECTRICAL SUBTOTAL			\$ 12,960	\$ 67,020	\$ 89,700	67020.00	\$ 169,680

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 to R-1 300 LF	SPECTRUM DR. MORRIS to R-2 430 LF	TOTAL QUANTITY	AMOUNT
COMMUNICATION AND GAS							
COMMUNICATION DUCT (INCLUDING INNERDUCT)	LF	\$30.60	350	300	430	1080.00	\$33,048
COMMUNICATION MANHOLES	EA	\$7,650.00	2	1	2	5.00	\$38,250
GAS MAIN	LF	\$15.30	350	300	430	1080.00	\$16,524
COMMUNICATION AND GAS SUB-TOTAL			\$ 31,365	\$ 21,420	\$ 35,037	21420.00	\$ 87,822