

ADDISON AIRPORT - PARKWAY REALIGNMENT

Addison Airport - Parkway Realignment

2004

**Jim Pierce**

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**From:** Randy Moravec  
**Sent:** Thursday, September 18, 2003 3:48 PM  
**To:** Jim Pierce  
**Cc:** Mike Murphy; Judy Taylor  
**Subject:** Airport Parkway Extension Acct. #

Jim,

Whoops,

I mistyped the second department number. The department is #623 not #622 for all engineering and construction costs.

All engineering costs associated with Airport Parkway extension should be charged to 12-623-56570-00000. All construction and utility relocation costs should be charged to 12-623-58210-00000. Call me with any questions.

Randy

OmniFlight Lease holder rep.

**silverado**  
services & investments  
design • construction • renovations

**ROBERT REDDISH**  
President  
P.O. Box 173  
RICE, TEXAS 75165  
214-418-5775

from OmniFlight Bldg, East;  
30' to water line  
sewer line is further

Coordination Meeting:

Carson Coleman

Brian Piper

Norris Cross

HNTB - Jerry Holder

Jim Bowman

David Stack

Luis E.

Bill Dyer

Dave Wilde

Luke Jalbert

8/24/04

*Addison!*  
Airport



# **GROUND VEHICLE OPERATIONS TRAINING MANUAL**

## **Summary:**

This handbook has been developed to promote the safe operation of ground vehicles on Addison Airport. Its purpose is to familiarize ground vehicle operators with:

- The airport driving rules and regulations, and penalties for violations
- Airside driving requirements
- Vehicle requirements
- Movement area and Non-Movement area driving requirements
- Airport familiarization
- Taxiway area recognition
- Runway area recognition
- Communications
- Light gun signals

It is the responsibility of all ground vehicle operators to be familiar with these rules and regulations and abide by them. Adherence to these regulations will enhance the safety of each and everyone who uses Addison Airport. Any person who does not comply with the provisions of these Ground Vehicle Regulations will be subject to penalties. These penalties may include: written warnings, re-training, suspension or revocation of airside driving privileges.

## **Section 1. Airport Driving Rules and Regulations**

- 1.1 Authority for Implementation of Rules and Regulations.** The Addison Airport operates under the authority of the Town of Addison. The Town of Addison has granted the Washington Staubach Airport Venture (WSAAV) the authority to make rules for the management and supervision of its airport affairs.
- 1.2 Applicability.** This regulation applies to all users of and persons on any portion of the property owned or controlled by the Addison Airport. No persons are exempt from airport operating training requirements for operating a vehicle on the airside of an airport.
- These Rules and Regulations may be amended, changed, or modified by WSAAV, as necessary.
- 1.1 Definitions.** The following terms are defined as indicated in this section for the purpose of this Ground Vehicle Operation Training Manual.
- 1.3.1 Accident** – a collision between an aircraft or vehicle and another aircraft, vehicle, person, or object that results in property damage, personal injury, or death.
- 1.3.2 Airside** – those areas of an airport that support aircraft activities, inside the fence areas.
- 1.3.3 Airport Traffic Control Tower (ATCT)** – a service operated by an appropriate authority to promote the safe, orderly, and expeditious flow of air traffic. The primary frequency for ground vehicle operators to communicate with ATCT is 121.6 MHz, Ground Control.
- 1.3.4 Aircraft** – a device that is used or intended to be used for flight in the air.
- 1.3.5 Apron or Ramp** – a defined area on an airport or heliport intended to accommodate aircraft for the purposes of parking, loading, and unloading passengers or cargo, refueling, or maintenance.
- 1.3.6 Common Traffic Advisory Frequency (CTAF)** – radio frequency designed for the purpose of carrying out airport advisory practices while operating to or from an airport without an operating ATCT or when the tower is closed. The CTAF for Addison Airport is 126.0.
- 1.3.7 Fixed-Based Operator (FBO)** – a person, firm, or organization engaged in a business that provides a range of basic services to general aviation. Services may include the sale and dispensing of fuel, line services, aircraft parking, and tie-down, pilot and passenger facilities, airframe and power plant maintenance, aircraft sales and rental, and pilot instruction.
- 1.3.8 Foreign Object Debris (FOD)** – debris that can cause damage to aircraft engines, tires, or skin from rocks, trash, or the actual debris found on runways, taxiways, and aprons.
- 1.3.9 General Aviation (GA)** – that portion of civil aviation that encompasses all facets of aviation except air carriers holding a certificate of public convenience and necessity.
- 1.3.10 Ground Vehicle** – all conveyances, except aircraft, used on the ground to transport persons, cargo, fuel, or equipment.
- 1.3.11 ILS Critical Area** – an area provided to protect the signals of the localizer and glideslope.
- 1.3.12 Incursion** – any occurrence at an airport involving an aircraft, vehicle, person, or object on the ground that creates a collision hazard or results in loss separation with an aircraft taking off, intending to take off, landing, or intending to land.
- 1.3.13 Jet Blast** – jet engine exhaust or propeller wash (thrust stream turbulence).

- 1.3.14 Light Gun** – a hand held, directional light-signaling devices that emits a bright narrow beam of white, green, or red light, as selected by the tower controller. The color and type of light transmitted can be used to approve or disapprove anticipated pilot or vehicle actions where radio communication is not available. The light gun is used for controlling traffic operating in the vicinity of the airport and on the airport movement area.
- 1.3.15 Mobile Fueler** – a vehicle owned and/or operated by authorized agents to pump and dispense Jet A and 100 LL fuel at Addison Airport.
- 1.3.16 Movement Area** – the runways, taxiways, and other areas of an airport that aircraft use for taxiing, takeoff, and landing, exclusive of loading ramps and parking areas, and that are under the control of an air traffic control tower.
- 1.3.17 Non-movement Areas** – taxiways, aprons, and other areas not under the control of air traffic or at airports without an operating airport traffic control tower.
- 1.3.18 Operator** – any person who is in actual physical control of an aircraft or a motor vehicle.
- 1.3.19 Owner** – a person who holds the legal title of an aircraft or motor vehicle.
- 1.3.20 Runway** – a defined rectangular area on a land airport prepared for the landing and takeoff run of aircraft along its length.
- 1.3.21 Runway in Use or Active Runway** – any runway or runways currently being used for takeoff or landing. When multiple runways are used, they are all considered active runways.
- 1.3.22 Runway Safety Area** – a defined surface surrounding the runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway.
- 1.3.23 Taxiways** – those parts of the airside designated for the surface maneuvering of aircraft to and from the runways and aircraft parking areas.
- 1.3.24 Tie Down Area** – an area used for securing aircraft to the ground.
- 1.3.25 Uncontrolled Airport** – an airport without an operating airport traffic control tower or when airport traffic control tower is not operating.
- 1.3.26 Vehicle Service Road** – a designated roadway for vehicles in a non-movement area.
- 1.4 Severability.** If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of these Ground Vehicle Regulations or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction or other competent agency, such decision will not affect the validity or effectiveness of the remaining portions of these Ground Vehicle Regulations.
- 1.5 Violation of Rules – Penalties and Suspension of Driving Privileges.** Any person who does not comply with any of the provisions of these Ground Vehicle Regulations, or any lawful order issued pursuant thereto, will be subject to progressive penalties for repeat violations. These penalties may include denied use of the Airport in addition to the penalties described pursuant to Federal, state, or local authorities.
1. Penalties for failure to comply with the Ground Vehicle Regulations shall consist of written warnings, suspension of airside driving privileges, and/or revocation of airside driving privileges. Receipt of 3 written warnings by an operator of a vehicle in any 12-month period will automatically result in suspension of airside driving privileges. Receipt of 5 written warnings in any 12-month period will automatically result in revocation of airside driving privileges.
  2. Based on an evaluation of the circumstances or the severity of a particular incident or incidents, the Airport Director, or his/her designee, reserves the

exclusive right to assess any penalty it deems appropriate at any time to any individual authorized to operate a vehicle on the airside without regard to prior operating history.

3. Suspension of airside driving privileges shall be no less than 3 calendar days and no greater than 30 calendar days.
4. The Airport Director will provide a copy of all written warnings issued to an operator to the local manager of the company owning or in possession and control of the vehicle or vehicles involved in the violation(s).

The Airport Director may require any individual involved in a runway incursion or other vehicle incident to complete remedial airfield driver training.

## **1.6 Driver Regulations on the Airside of the Airport**

### **1.6.1 Vehicle Operator Requirements.**

1. All applicants must satisfactorily complete the applicable driver's training class before receiving an airside driver's license.
2. All applicants must pass the written test with a grade of at least 75 percent. Applicants who do not pass the written test may retake the test after additional study.
3. No vehicle shall be operated on the airside unless—
  - a. The driver is authorized to operate the class of vehicle by an appropriate state-licensing agency or by the driver's employer through a company training/certification program.
  - b. The driver properly displays an approved, airport-issued ID card.
4. No person operating or driving a vehicle on any aircraft ramp shall exceed a speed greater than 15 miles per hour. Factors including, but not limited to, weather and visibility shall be taken into consideration when determining safe operating speed.
5. Moving aircraft and passengers enplaning or deplaning aircraft shall have the right-of-way at all times over vehicular traffic. Vehicles drivers must yield the right-of-way.
6. No vehicle operator shall enter the movement area –
  - a. Without first obtaining clearance from the ATCT to enter the movement area;
  - b. Unless equipped with an operable two-way radio in communication with the ATCT; or
  - c. Unless escorted and as long as the vehicle remains under the control of the escort vehicle.
7. No person shall operate any motor vehicle that is in such physical or mechanical condition as to endanger persons or property or that the Airport Director considers an endangerment.
8. No person shall park a vehicle in an aircraft parking area, safety area, or in a manner that obstructs or interferes with operations in the aircraft movement area or apron area.
9. No person shall park, or leave unattended, vehicles, or other equipment that interfere with the use of a facility by others or prevent movement or passage of aircraft, emergency vehicles, or other motor vehicles or equipment.

10. No person shall operate a vehicle or other equipment within the airside under the influence of alcohol or any drug that impairs, or may impair, the operator's abilities.
11. Each vehicle operator using an airport perimeter gate shall ensure the gate closes behind the vehicle prior to leaving the vicinity of the gate. The vehicle operator shall also ensure no unauthorized vehicles or persons gain access to the airside while the gate is open.
12. Vehicle operators shall not operate vehicles in a reckless or careless manner. A reckless and careless manner is one that intentionally or through negligence threatens the life or safety of any person or threatens damage or destruction to property.
13. Vehicles shall not enter the movement area or cross runways unless the operator of the vehicle has received required training and authorization from Airport Management to operate on the movement area. Whenever possible, all airport vehicles shall utilize the airport perimeter and service roads to transition between areas on the airport.
14. Each vehicle operator is responsible for the activities of each vehicle passenger on the airside of the airport.

#### **1.6.2 Vehicle Regulations.**

1. No vehicle shall be operated on the airside unless it has proper state registration.
2. All vehicles operated on the airside must have vehicle liability insurance, as required by state law.
3. No vehicle shall be permitted on the airside unless—
  - a. It is in sound mechanical condition with unobstructed forward and side vision from the driver's seat.
  - b. It has the appropriately rated and inspected fire extinguishers (service vehicles and fuel trucks).
  - c. It has operable headlamps and brake lights.
4. Vehicles operating on the movement area shall be equipped with operating amber rotating beacon or equivalent.

#### **1.6.3 Vehicular Accidents.**

Operators of vehicles involved in an accident on the airport that results in injury to a person or damage to an aircraft, airport property, or another vehicle shall—

1. Immediately stop and remain at the scene of the accident.
2. Report the accident immediately to the Addison Police Department before leaving the scene.
3. Provide and surrender the following to any responding Airport Management personnel: name and address, airport identification card, state driver's license, and any additional information such personnel need to complete a motor vehicle accident report.



## **Section 2. Driving on the Non-Movement Area**

Non-movement areas include taxilanes, aprons, and other areas **not** under the control of the ATCT. Anyone authorized to operate a motorized vehicle on the airside may do so on the non-movement areas without being in positive radio contact with the ATCT. These areas include: Service road parallel to Taxiway Alpha, taxilanes, and General aviation aprons.

**2.1 Driving.** Operating within the ramp areas requires the vehicle driver to exercise extreme caution as aircraft are always moving, aircraft passengers may be walking, and noise levels are high.

### **2.1.1 Vehicle drivers should –**

1. Never drive between safety cones or across delineated passenger walkways.
2. Watch cockpit blind spots – pilots typically cannot see behind or below the aircraft.
3. Avoid jet blast or prop wash, which can blow debris or overturn vehicle.
4. Be aware and avoid moving propellers that can cause damage, injury, or death.
5. Be aware of other vehicle movements – you may not hear them approaching due to the aircraft engine noise.
6. Yield to aircraft, passengers, and emergency vehicles, which ALWAYS have the right-of-way on any portion of the airport.




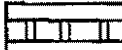











When traveling on the apron, always use the designated vehicle service road. Parked aircraft may still have their engines running, so be aware of the hazards of jet blast or prop wash, which may overturn vehicles. Before an aircraft engine is started, the aircraft's red flashing beacons must be on. In some instances, propellers and engine spinners are marked to indicate when the engine is operating. A pilot's ability to maneuver quickly on the ground is limited. Propellers and jet engines can cause significant damage and injury to personnel. In addition, cockpit visibility prohibits the pilot from seeing under the nose or behind the aircraft and limits the pilot's ability to avoid ground vehicles.

**2.2 Nighttime and poor Weather Driving Conditions.** Poor weather conditions (snow, fog, rain, etc.) might obscure visual cues, roadway markings, and airport signs. Vehicle operators should remain vigilant of their surrounding and operating boundaries. Watch out for aircraft operating under low visibility conditions.



U.S. Department of Transportation  
Federal Aviation Administration

## AIRFIELD VISUAL AID SAFETY PLACARD

<b>ATCT LIGHT GUN SIGNALS</b>		<b>AIRPORT SIGN SYSTEMS</b>	
<b>COLOR AND TYPE OF SIGNAL</b>	<b>MOVEMENT OF VEHICLES, EQUIPMENT &amp; PERSONNEL</b>	<b>TYPE OF SIGN AND ACTION OR PURPOSE</b>	<b>TYPE OF SIGN AND ACTION OR PURPOSE</b>
<b>STEADY GREEN</b> 	<b>CLEARED TO CROSS, PROCEED OR GO</b>	<b>4-22</b> TWY/RWY HOLD POSITION: Hold short of runway on taxiway	 RSA/OFZ BOUNDARY: Exit boundary of rwy protected areas
<b>FLASHING GREEN</b> 	<b>NOT APPLICABLE</b>	<b>26-8</b> RWY/RWY HOLD POSITION: Hold short of intersecting runway	 ILS CRITICAL AREA BOUNDARY: Exit boundary of ILS critical area
<b>STEADY RED</b> 	<b>STOP</b>	<b>8-APCH</b> RWY APCH HOLD POSITION: Hold short for acct on approach	 TWY DIRECTION: Defines direction & designation of intersecting taxiway(s)
<b>FLASHING RED</b> 	<b>CLEAR THE TAXIWAY / RUNWAY</b>	<b>ILS</b> ILS CRITICAL AREA HOLD POSITION: Hold short of ILS apch critical area	 RWY EXIT: Defines direction & designation of exit twy from rwy
<b>FLASHING WHITE</b> 	<b>RETURN TO STARTING POINT ON AIRPORT</b>	 NO ENTRY: Identifies paved areas where aircraft entry is prohibited	<b>22↑</b> OUTBOUND DESTINATION: Defines directions to take-off runways
<b>ALTERNATING RED / GREEN</b> 	<b>EXERCISE EXTREME CAUTION</b>	<b>B</b> TAXIWAY LOCATION: Identifies twy on which vehicle/aircraft is located	 INBOUND DESTINATION: Defines directions for arriving aircraft
<b>4-22</b>  HOLDING POSITION MARKINGS	<b>ILS</b>  ILS CRITICAL AREA MARKINGS	<b>22</b> RUNWAY LOCATION: Identifies rwy on which vehicle/aircraft is located	 TAXIWAY ENDING MARKER: indicates twy does not continue

**PREVENT RUNWAY INCURSIONS -- "READ BACK" YOUR AIR TRAFFIC INSTRUCTIONS!**

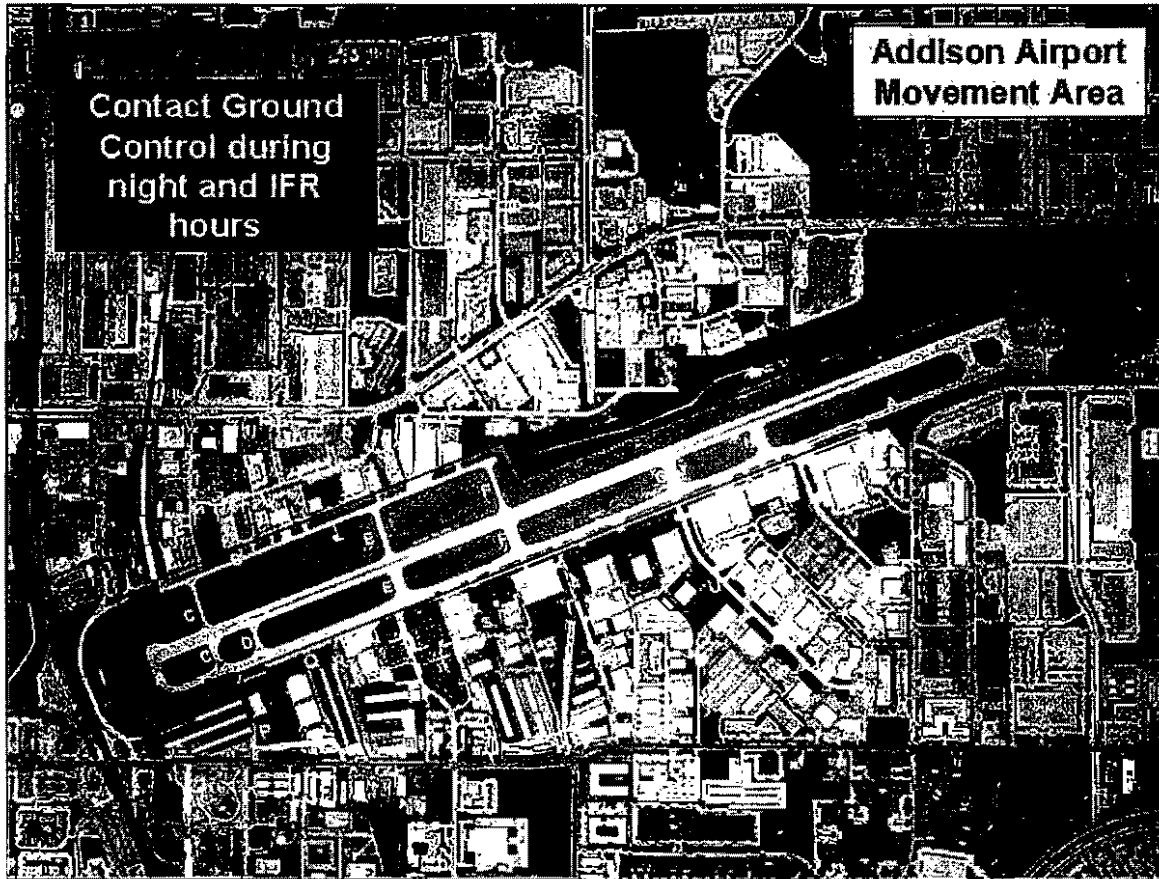
References: Airman's Information Manual (AIM), and Advisory Circular 150/5340-18C, Standards for Airport Sign Systems

FAA - Airport Certification Program

### **Section 3. Driving on the Movement Area**

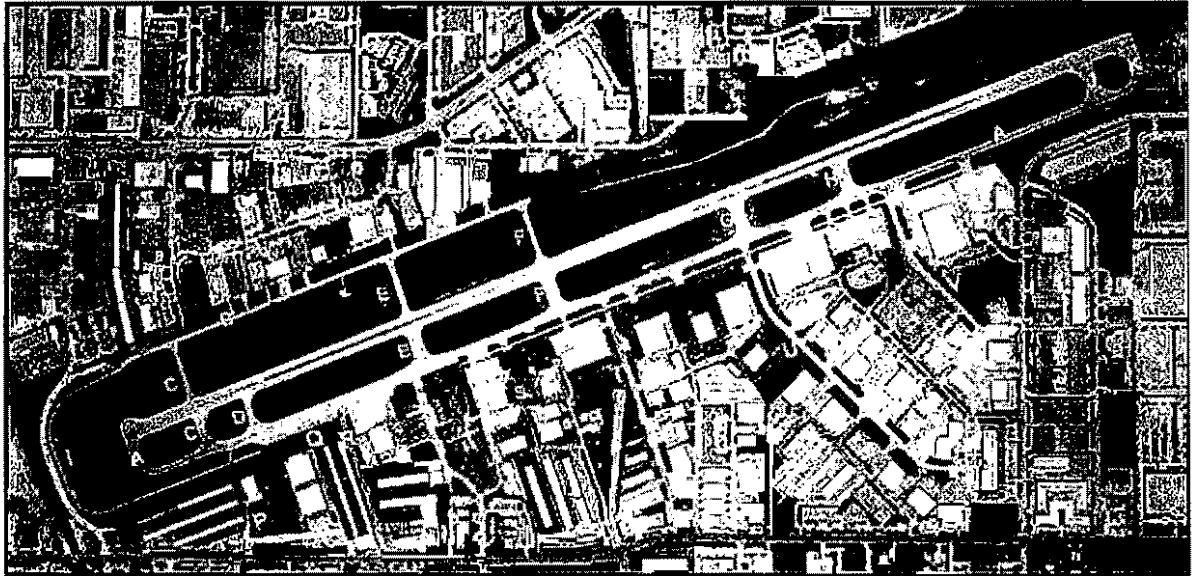
Drivers who are authorized to drive on the movement area require more training and vigilance since there are dangers associated with this area that are not present on non-movement areas. In addition to the principals for driving on the non-movement area, drivers who have access to the movement area must be cognizant of the meaning of airfield signs, markings, and lighting configurations. Additionally, they must be able to communicate with Air Traffic Control Tower (ATCT) and be able to follow ATCT directions.

- 3.1 **ATCT Control.** Movement areas are define as the runways, taxiways, and other areas of the airport that are used for taxiing, hover taxiing, air taxiing, and takeoff and landing of aircraft, exclusive of loading ramps, and aircraft parking areas. Movement areas are considered "positive control", meaning that all vehicle operators will need permission from ATCT before entering the area.
- 3.2 **Authorized Vehicles.** Only those vehicles necessary for airport operations may enter a movement area. The movement area for Addison Airport is shaded in yellow:



### 3.3 Taxiways.

**3.3.1 Designations.** Aircraft use taxiways to move to and from aprons and the runways. Taxiways are designated by letters or by an letter/number combination as A, B, G2, or B3.



Addison Airport

**3.3.2 Lighting.** Taxiways are lighted with **blue** edge lighting. Some taxilanes also have **green** in-paved, centerline reflectors.

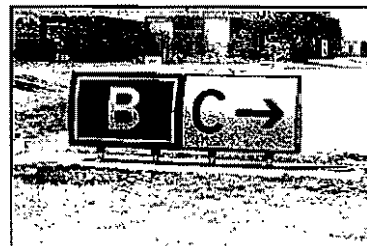


**3.3.3 Signs.** The signs used on taxiways are direction, destination, location, and taxiway ending marker signs.

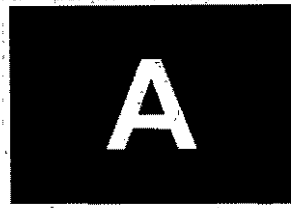
- 1. Direction and Designation Signs** have **black lettering** and a **directional arrow** or **arrows** on a **yellow background**. The arrow indicates the direction to that taxiway, runway, or destination.



Taxiway Directional Sign

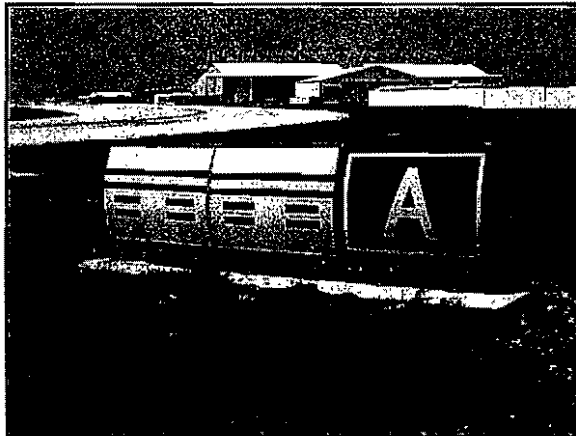


2. **Location Signs** have **yellow lettering on a black background**. The location sign below indicates that the operator of the vehicle/equipment is located on the named taxiway or runway.



**Taxiway Location Sign**

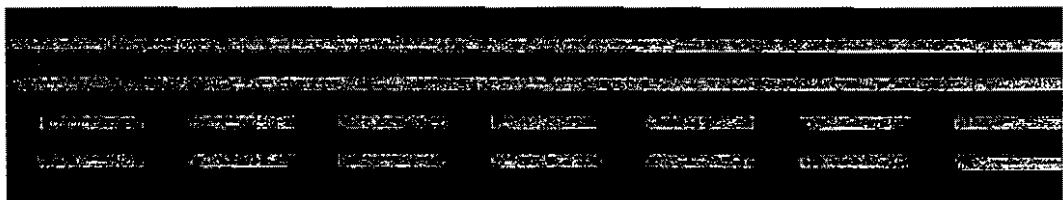
3. **Runway Safety Area/Object Free Zone (OFZ) and Runway Approach Area Boundary Signs**, when required, identify the boundary of the runway safety area/OFZ or the runway approach area to the pilot and vehicle operator. The driver can use these signs to identify when the vehicle is clear of the runway environment. It has a **black inscription that depicts the holdline marking on a yellow background**.



**Runway Safety Area/OFZ and Runway Approach Boundary Sign**

**3.3.4 Markings.** Pavement markings on taxiways are always **yellow**. The taxiway centerline is painted on all taxiways. On the edges of some taxiways, there is a solid, double yellow line or double-dashed line. If pavements are usable on both sides of the line, the lines will be dashed; if not the lines will be solid.

1. **Runway Holding Position Markings** are located across each taxiway that leads directly onto a runway. These markings are made up of **two solid lines and two broken yellow lines** and denote runway holding position markings. These markings are always located with a Runway Holding Position Sign. A vehicle operator must not cross from the solid-line side of the marking without first obtaining clearance.



**Runway Holding Position Marking**

2. **Non-Movement Area Boundary Markings** consist of **two yellow lines** (one solid and one dashed). The solid line is located on the non-movement area side, while the dashed yellow line is located on the movement area side. A vehicle operator is not to cross from the solid-line side without first contacting the ATCT and obtaining a clearance to operate on the movement area.



**Non-Movement Area Boundary Marking**

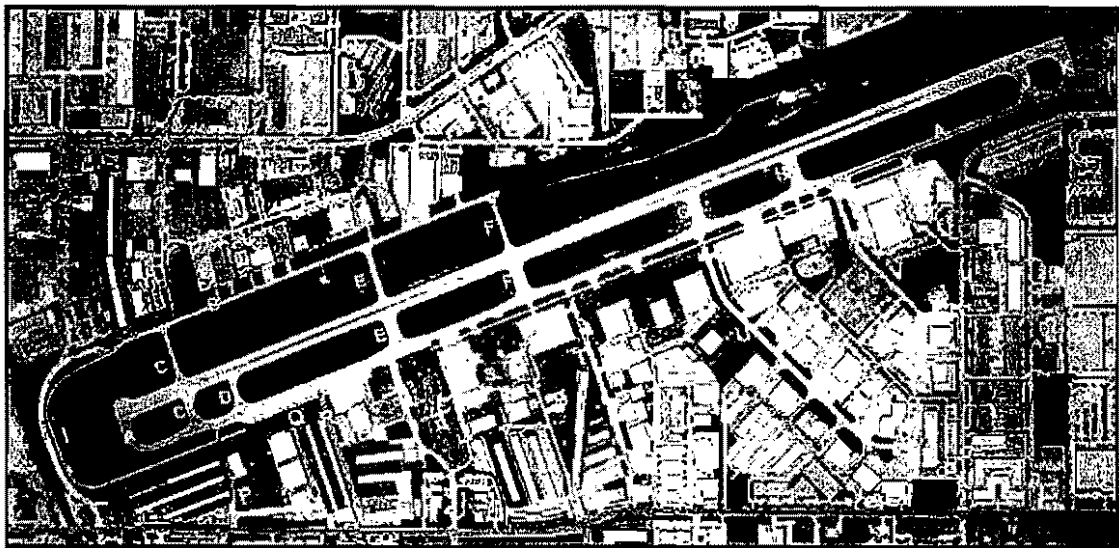
**Instrument Landing System (ILS) Critical Area Holding Position Markings** are comprised of **two parallel yellow lines** with lines running perpendicular between the two parallel yellow lines. These markings identify the location on a taxiway where an aircraft or vehicle is to stop when it does not have clearance to enter ILS critical areas. The ILS critical area must remain clear, especially in inclement weather. If a vehicle proceeds past this ILS marking, it might cause a false signal to be transmitted to the landing aircraft.



**ILS Hold Position Marking**

### 3.4 Runways.

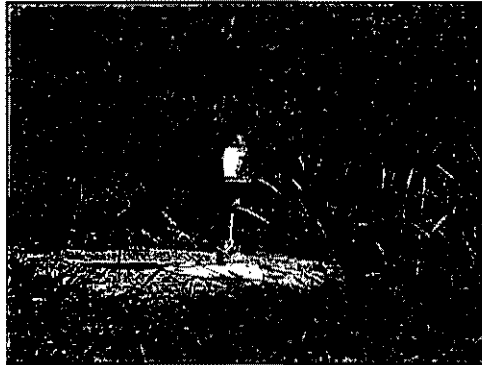
- 3.4.1 **Designations.** Runways are areas where aircraft land and take off. Runways are always designated by a number such as 15 or 33. The number indicates the compass heading of the runway. An aircraft taking off on runway 15 is headed 150 degrees.



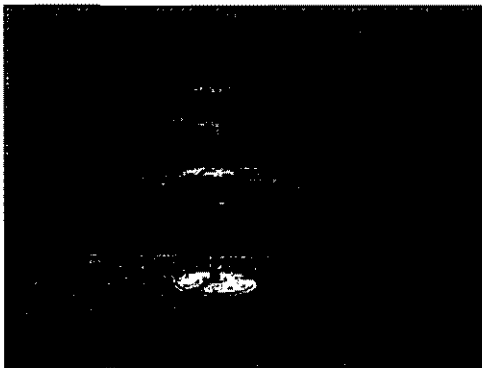
**Addison's Runway 15-33**

3.4.2 Lighting. Runways are lighted with a variety of colored lights.

1. **Runway Edge-lights** are white. If the runway has an instrument approach, the last 2,000 feet of the runway will be yellow in color.



2. **Runway End/Threshold Lights** are split lenses that are red/green.

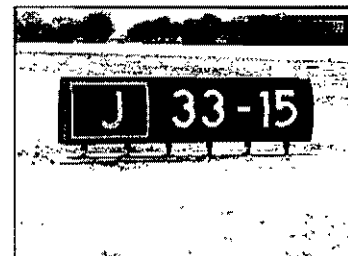


3.4.3 Signs.

1. **Mandatory Holding Position Signs for Runways** have white numbering/lettering on a red background with a white border. These are located at each entrance to a runway and at the edge of the runway safety area/obstacle-free zone and are collocated with runway holding position markings. Do not proceed beyond these signs until clearance is given by the ATCT to enter onto the runway.



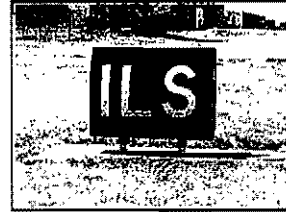
Runway Hold Sign



2. **Instrument Landing System (ILS) Holding Position Signs** have white letters on a red background with a white border. These signs tell pilots and vehicle operators where to stop to avoid interrupting a type of navigational signal used by landing aircraft. This is a critical area, and a vehicle/equipment operator must remain clear of it (*use airport-specific policy*). If a vehicle proceeds pass this ILS marking, it may cause a false signal to be transmitted to the landing aircraft.



ILS Hold Sign

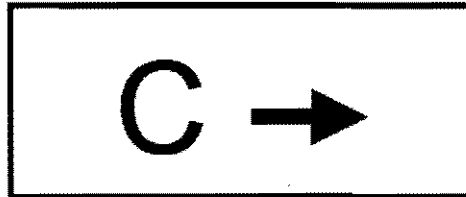


3. **Runway Distance Remaining Signs** provide distance remaining information to pilots during takeoff and landing operations. They have white numbering on a black background. The number on the sign provides the remaining runway length in 1,000-foot increments.



Runway Distance Remaining Signs

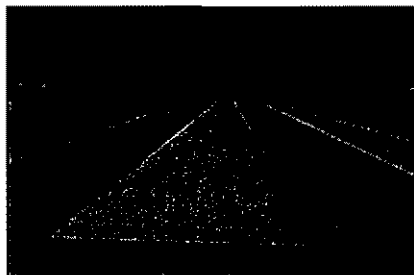
4. **Runway Exit Sign** is a destination sign located prior to the runway/taxiway intersection on the side and in the direction of the runway where the aircraft is expected to exit. This sign has black lettering and a directional arrow on a yellow background.



Runway Exit Sign

#### 3.4.4 Markings.

1. **Pavement markings on a runway are white.** Runway Threshold Markings and Runway Threshold Bars, Runway Aiming Point Markings, Runway Designation Markings, Runway Touchdown Zone Markings, Runway Centerline Markings, Runway Side Stripes, and Displaced Threshold Markings are white. The only non-white lines on a runway are yellow lead-in/-off lines that extend from the runway centerline.





## **Section 4. Communications**

- 4.1** Any vehicle driving on the **movement area must** be in contact with the ATCT or capable of monitoring and transmitting on CTAF. Vehicle operators must always monitor the appropriate radio frequency when in the movement areas on controlled airports. Permission must be requested and clearance given prior to driving on the movement area. A vehicle this is equipped with a radio may escort vehicles without radios.
- 4.2** ATCT will use **Ground Control frequency 121.6 MHz** to control all ground traffic, vehicle and aircraft, on the movement areas. The frequency is only to be used to get clearance onto and off the movement areas. When the ATCT is closed, the **CTAF frequency 126.0 MHz** should be used to announce a driver's intentions when operating within a movement area.
- 4.3** **Phraseology.**

Vehicle operators must contact the ATCT each and every time they proceed onto or leave the movement area. When proceeding onto a movement area, vehicle operators must tell the controller three things: **WHO you are, WHERE you are, and WHAT your intentions are.** Vehicle operators must always acknowledge all communications so ground control and other persons know that the message was received. **Vehicle operators must always give aircraft and ground control transmissions priority unless an emergency exists.** Very High Frequency frequencies are for the primary use of aircraft and ATCT personnel. Some typical transmissions are as follows:

- "Addison ground control; this is Airport 21 at Taxiway Sierra. Request permission on all taxiways for a pavement inspection."
- "Addison ground control; this is Airport21 at Taxiway Kilo. Request clearance south an runway 15 for light inspection."

Reply transmissions may be brief, such as –

- ATCT: "Airport 21 hold short of runway 15."
- Driver: "Airport 21 holding short of runway15."
- ATCT: "Airport 21 cleared south on runway 15."  
"Please expedite, landing aircraft on a 10 mile final for runway 15."
- Driver: "Airport 21 cleared south on runway 15, will expedite."
- Driver: "Ground control, Airport 21 is clear of runway 15."

**NOTE:** If you are unsure what the controller has said, or if you don't understand an instruction, you should ask the controller to repeat it. Good communication only occurs when each party knows and understands what the other is saying.

### **4.4** **Common Use Phrases.**

<b>What is Said:</b>	<b>What it Means:</b>
Acknowledge	Let me know you have received and understand this message.
Advise Intentions	Let me know what you plan to do.
Affirmative	Yes.
Correction	An error has been made in the transmission, and the correct version follows.

Go Ahead	Proceed with your message only.
Hold/Hold Short	Phrase used during ground operations to keep a vehicle or aircraft within a specified area or at a specified point while awaiting further clearance from air traffic control.
How do you hear me?	Question relating to the quality of the transmission or to determine how well the transmission is being received.
Immediately or without delay	Phrase used by ATC when such action compliance is required to avoid an imminent situation.
Negative	"No" or "permission not granted" or "that is not correct."
Out	The radio conversation is ended, and no response is expected.
Over	My radio transmission is ended, and I expect a response.
Read Back	Repeat my message to me.
Roger	I have received all of your last transmission.
Stand By	Means the controller or pilot must pause for a few seconds, usually to attend to other duties of a higher priority. Also means to wait as in "stand by for clearance." The caller should reestablish contact if a delay is lengthy.
Unable	Indicates inability to comply with a specific instruction, request, or clearance.
Verify	Request confirmation of information.
Wilco	I have received your message, understand it, and will comply with it.

**4.5 Phonetic Aviation Alphabet.** Because some letters have similar sounds, like B and P, the international aviation industry uses the following words to reduce confusion. For example; Taxiway B would be referred to as Taxiway Bravo on the radio.

<b>A</b>	ALPHA	<b>N</b>	NOVEMBER
<b>B</b>	BRAVO	<b>O</b>	OSCAR
<b>C</b>	CHARLIE	<b>P</b>	PAPA
<b>D</b>	DELTA	<b>Q</b>	QUEBEC
<b>E</b>	ECHO	<b>R</b>	ROMEO
<b>F</b>	FOX-TROT	<b>S</b>	SIERRA
<b>G</b>	GOLF	<b>T</b>	TANGO
<b>H</b>	HOTEL	<b>U</b>	UNIFORM

<b>I</b>	<b>INDIA</b>	<b>V</b>	<b>VICTOR</b>
<b>J</b>	<b>JULIET</b>	<b>W</b>	<b>WHISKEY</b>
<b>K</b>	<b>KILO</b>	<b>X</b>	<b>X-RAY</b>
<b>L</b>	<b>LIMA</b>	<b>Y</b>	<b>YANKEE</b>
<b>M</b>	<b>MIKE</b>	<b>Z</b>	<b>ZULU</b>

#### **4.6 ATCT Light Gun Signals.**

ATCT controllers have a backup system for communicating with aircraft or ground vehicles if their radios stop working. The controller has a light gun in the tower that can send out different colored lights to tell the pilot or driver what to do. If a vehicle operator experiences a radio failure on a runway or taxiway, the operator should vacate the runway as quickly and safely as possible and contact the ATCT by other means, such as a cellular telephone, and advise the ATCT of the situation. If this is not practical, then the driver, after vacating the runway, should turn the vehicle toward the tower and start flashing the vehicle headlights and wait for the controller to signal with the light gun.

Light gun signals, and their meaning, are as follows:

<b>Steady Green</b>	<b>OK to cross runway or taxiway.</b>
<b>Steady Red</b>	<b>STOP!</b>
<b>Flashing Red</b>	<b>Move off the runway or taxiway.</b>
<b>Flashing White</b>	<b>Go back to where you started.</b>
<b>Alternating Red and Green</b>	<b>Use extreme caution.</b>

#### **4.7. Safety**

The FAA defines runway incursion as **“Any occurrence at an airport involving an aircraft, vehicle, person, or object on the ground that creates a collision hazard or results in loss of separation with an aircraft taking off or intending to take off, landing, or intending to land.”**

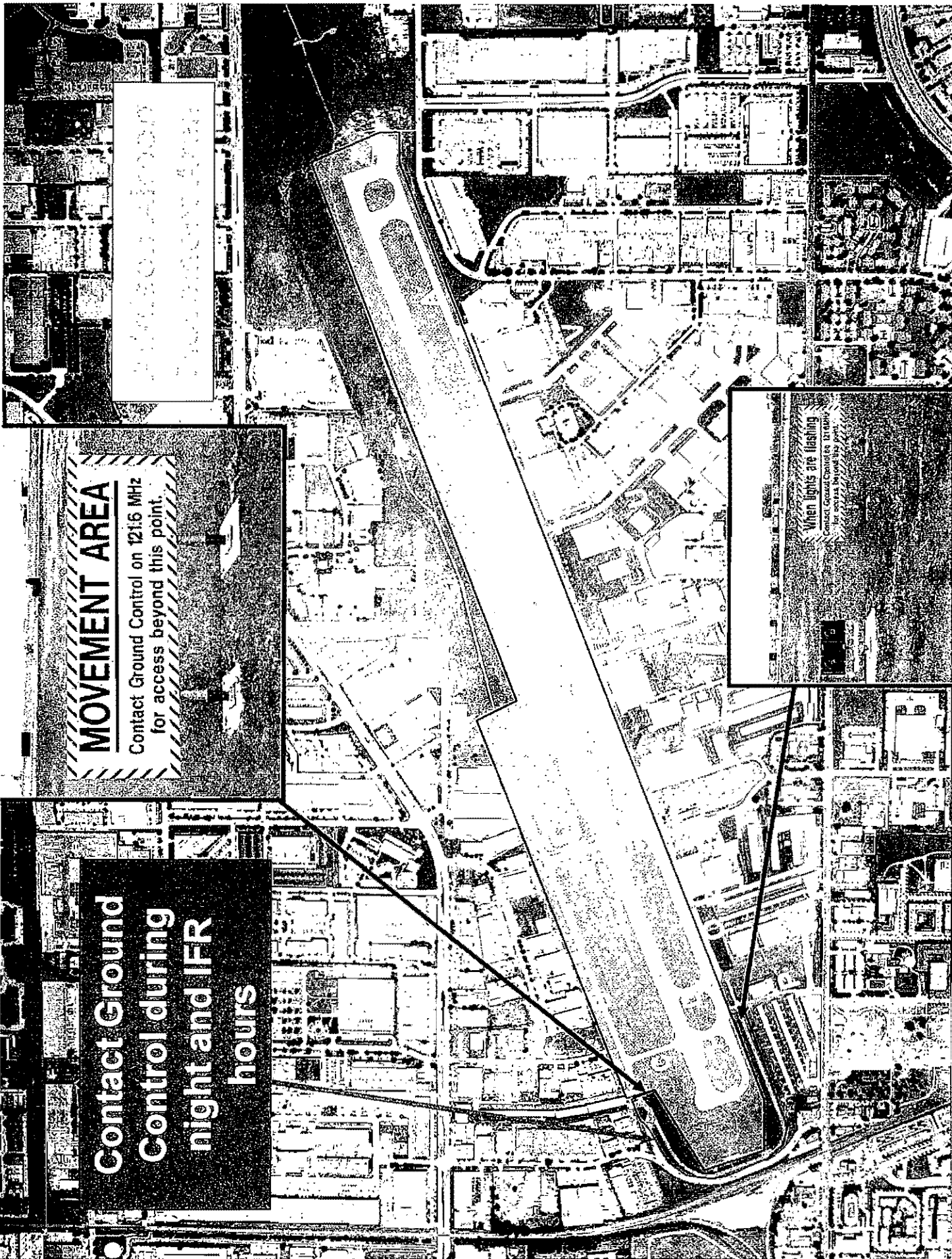
Runway incursions are primarily caused by error in one or more of the following areas:

- Pilot/ground vehicle/controller communications
- Airport familiarity
- Loss of situational awareness

An example of an incursion is a vehicle at an airport with an operating ATCT straying onto a runway in front of an aircraft causing the pilot to take an action to avoid a collision.

When driving on the airfield, vehicle operators need to always be aware of their location and the meaning of all pavement markings, lights, and signs. When on the aprons and taxiways, stay away and steer clear of aircraft. **Aircraft always have the right-of-way.**

**NOTE: Any individual involved in a movement area deviation should receive remedial airfield driver’s training.**



121.6 MHz  
121.6 MHz  
121.6 MHz

**MOVEMENT AREA**

Contact Ground Control on 121.6 MHz  
for access beyond this point.

Contact Ground  
Control during  
night and IFR  
hours

When lights are flashing  
Contact Ground Control to identify  
for access beyond this point.

Kathleen Hartnett White, *Chairman*  
R. B. "Ralph" Marquez, *Commissioner*  
Larry R. Soward, *Commissioner*  
Margaret Hoffman, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

August 31, 2004

**TOWN OF ADDISON  
PO BOX 9010  
ADDISON, TX 75001**

Re: **TXR15E057** for the facility/project, **TOWN OF ADDISON AIRPORT PARKWAY REALIGNMENT**  
Located at: **AIRPORT PKWY AT ADDISON RD, ADDISON, TX 75248**

Dear Applicant:

We have received your Notice of Termination of coverage under the general permit for discharge of storm for your facility at the location listed above. We have updated our records to show your termination of coverage request to be effective on **July 26, 2004**.

By signing this Notice of Termination, you are no longer authorized to discharge storm water associated with the activity under the general permit. Any discharge of pollutants in storm water associated with the activity to surface water in the state is unlawful under the Clean Water Act where the discharge is not authorized by a Texas Pollutant Discharge Elimination System (TPDES) permit. In addition, the submittal of this Notice of Termination does not release an owner or operator from liability for any violations of this permit or the Clean Water Act.

As stated in the TPDES Storm Water General Permit the Storm Water Pollution Prevention Plan and all data used to complete the NOI for coverage under the general permit, must be maintained and made readily available for review for a minimum period of 1) Construction General Permit NOI, three years following the termination date; and 2) Multi-Sector General Permit NOI, one year following the termination date. Failure to comply with this or any permit condition is a violation of the permit and the statutes under which it was issued, and is grounds for enforcement action. This does not apply to Termination of No Exposure or Waiver coverage.

If you have any further questions or concerns, you may contact the Storm Water & General Permits Team Hotline at (512) 239-3700, or obtain information on the storm water web site at [www.tceq.state.tx.us](http://www.tceq.state.tx.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen M. Ligon".

Stephen M. Ligon, Team Leader  
Storm Water & Pretreatment Team  
Wastewater Permitting Section  
Water Quality Division

**Jim Pierce**

---

**From:** Ron Lee  
**Sent:** Tuesday, May 11, 2004 3:40 PM  
**To:** Randy Moravec  
**Cc:** Slade Strickland; Jim Pierce  
**Subject:** FW: FW: Disconnect of Service for ESI ID 4367134

**Importance:** High



City of Addison  
05-11-04.pdf



Load Simulataion  
Request Form....

Let me know about these forms as well - You or myself to fill out.

Thanks.

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

**From:** MSALAS1@txu.com [mailto:MSALAS1@txu.com]  
**Sent:** Tuesday, May 11, 2004 10:24 AM  
**To:** Ron Lee  
**Cc:** Randy Moravec  
**Subject:** Re: FW: Disconnect of Service for ESI ID 4367134

Mr. Lee,

I have submitted the reconnect for ESI 104437200004367134, 5917 Belt Line Road, Addison, Tx. I am suppose to schedule these for 3 days out. I have scheduled it for May 14, 2004. Larry Redick may see the order in his system later this afternoon or early tomorrow morning.

For the 4656 Airport Parkway, please complete the following forms and fax to 1-877-847-5624.

(See attached file: City of Addison 05-11-04.pdf) (See attached file: Load Simulataion Request Form.xls)

Please complete what you can of the load simulation form. If there is another address/site that mirrors what this one will be, please list that address and we will try and obtain the history from that site.

Feel free to contact me if you have any questions.

Thank you,  
Mari Salas  
TXU Energy  
Account Services Manager  
Ph: 972 507 8790  
Fax: 866 227 3323  
msalasl@txu.com

"Ron Lee"  
<rlee@ci.addison.  
tx.us>

**To:** <MSALAS1@txu.com>  
**cc:** "Randy Moravec"

<rmoravec@ci.addison.tx.us>

**Subject:** FW: Disconnect of Service for ESI

ID 4367134

05/11/2004 09:06  
AM

## Jim Pierce

---

**From:** Bruce Ellis  
**Sent:** Thursday, May 06, 2004 4:42 PM  
**To:** Ron Lee  
**Cc:** Jim Pierce  
**Subject:** RE: Inspection

Ron Lee -

The meter has been released to Oncor for service at 4656 Airport Parkway.

Please place 4656 on the meter base and call the power company to get it turned on.  
Bruce 2888

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

**From:** Ron Lee  
**Sent:** Wednesday, May 05, 2004 9:21 AM  
**To:** Lynn Chandler; Les Folse; Bruce Ellis  
**Subject:** Inspection  
**Importance:** High

Illumination by Greenlee is installing a new service at 4656 Airport Pkwy., across from the new Frito Lay hanger, this morning. They requested at last of the day inspection on the meter pedestal/breaker box installation.

Let me know if this is doable.

Thanks.

Lynn, I need to get with you to assign an address to another new service being installed in Oaks North as part of the joint TOA/Homeowner Assoc. lighting project. The new service will be on the Trafalgar island at the northwest corner close to the existing pad transformer.

## Jim Pierce

---

**From:** Jim Pierce  
**Sent:** Friday, April 30, 2004 4:15 PM  
**To:** George Long (E-mail)  
**Cc:** Randy Newsom (E-mail)  
**Subject:** FW: Airport Parkway

George: As further follow up on Airport Parkway:

Street Lights - I have heard or seen nothing regarding the streetlights. I e-mailed you on March 29 about this and we again discussed the need in the field on April 14. Please let me know when the street lights will be installed.

Electric service for the gate - At our meeting on 4/14 we discussed the need for electric service for the floodlights and the gate. It was my impression that you would initiate the paperwork for that. We never received anything. Now, Ron Lee, our Parks Operations Manager will be making application for the electric service needed to Larry Reddick on 5/3/04. Just wanted to let you know about that so you can take it off your list.

Please respond in writing about the streetlights.

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

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

**From:** Jim Pierce  
**Sent:** Tuesday, April 20, 2004 4:40 PM  
**To:** George Long (E-mail)  
**Subject:** Airport Parkway

George: As a follow-up to our meeting 4/14/04 we need electric service to provide power for the electric gate and the floodlight by the gate. Were you going to initiate the paper work for that? That was my recollection. Also, we need the two streetlights put up as discussed. Please advise. Thanks,

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



5-5-04

Reid call from Geo. Long

1. Asked type of street lights — cobra head. wattage? I said prob 400 watts, white light. He will check with Jody on this.
2. Jody is working on relocating the unwanted pole.
3. I advised we had applied for service thru Larry Redden of Oncor.

Geo will call back today

## **Jim Pierce**

---

**From:** Jim Pierce  
**Sent:** Monday, March 29, 2004 4:06 PM  
**To:** George Long (E-mail)  
**Cc:** Luke Jalbert; David Wilde; Randy Newsom (E-mail)  
**Subject:** Street Lights - Relocation of Airport Parkway

George: The paving for the above project will be completed the middle of next week. To allow a little cushion, the road will be available for ONCOR to install the street lights as planned on April 12th. Please proceed with this work. Thanks,

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

## **Jim Pierce**

---

**From:** Jim Pierce  
**Sent:** Tuesday, April 20, 2004 4:40 PM  
**To:** George Long (E-mail)  
**Subject:** Airport Parkway

George: As a follow-up to our meeting 4/14/04 we need electric service to provide power for the electric gate and the floodlight by the gate. Were you going to initiate the paper work for that? That was my recollection. Also, we need the two streetlights put up as discussed. Please advise. Thanks,

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

Proposed breaker sizes:

Light Pole	30 amp 1 $\phi$
Gate	20 amp 1 $\phi$
Tray Cont.	20 amp 1 $\phi$

115 V

5 amps

1625 RPM

$\frac{1}{2}$  HP

4.4 Full Load Amps

5/3

Ron Lee will meet in  
Field with Illuminations  
by Greenlee to go over  
what is needed for our  
electronic service.  
We will figure out who  
pays later.

Larry

Reddick

ONCOR

10 amps for 1000g  
controller

Light

Gate

# COMMERCIAL/INDUSTRIAL ONCOR ENERGY DELIVERY CUSTOMER REQUIREMENTS

*Larry Reddick*  
*Ron Lee will fax to [unclear] ONCOR on 5/3/04*

**Please Complete in Full and return to Project Manager**  
**Authorized Representative: please sign and date form**  
**General Information**

Company Use: _____
Design # _____

Project Name: <u>Relocation of Airport Parkway</u>		
Project Address: <u>4256 Airport Parkway</u>		
Job Superintendent: _____	Phone: _____	Cell: _____
Electrician: _____	Phone: _____	Cell: _____
Plumber: _____	Phone: _____	Cell: _____

<b>If available - Electric</b> Temporary Premise Number: _____ Permanent Premise Number: _____	<b>If available - Gas</b> Permanent Account Number: _____	<b>Additional Service Design Charge</b> This charge is made for preparing iterative designs to provide new service to a specific location where such iterations are at the request of the Retail Customer/CR for the Retail Customer's sole benefit. The initial two designs on a project will be included in the system charges; any additional designs will be done at Retail Customer's expense pursuant to this charge.
--	--	--

**Electric Requirements**

- Site Plan: Mark desired meter, transformer and other equipment locations. Survey or other Plats may be required – consult Project Manager on exact requirements.
- Electric Load Summary (See Attachment) – Size of Service in AMPS and voltage
- Hours of Operation: 8 to 5 \_\_\_\_\_ 24 Hr \_\_\_\_\_ Other \_\_\_\_\_
- # of Conductors - \_\_\_\_\_ Wire size \_\_\_\_\_
- Requested service type: Overhead  Underground \_\_\_\_\_
- If not on site plat, provide a copy of the Warranty Deed information along with survey notes for electric easement requirements

**Request Dates:**  
 \_\_\_/\_\_\_/\_\_\_ Temporary Service      \_\_\_/\_\_\_/\_\_\_ Permanent Service

*\*Allow up to 10 business days for preliminary cost estimate and an additional 3 weeks (Minimum) for scheduling an ONCOR crew.  
 \*Required permits, easements and surveying will necessitate additional design time.  
 \*All three-phase transformers will require a 14 to 16 week lead time (No Exceptions)  
 \*ONCOR will provide the least cost design. This design will be considered iterative design #1.  
 \*Excess facilities at the request of the customer shall result in additional charges to the customer.  
 \*It is the customer's responsibility to clear rights-of-way for the installation of ONCOR electric distribution facilities to ONCOR specifications.*

**Transocket Delivery Information**      Required Date: \_\_\_/\_\_\_/\_\_\_

# of Conduits - \_\_\_\_\_ # of Conductors - \_\_\_\_\_ Wire Size - \_\_\_\_\_

Ship to Address: \_\_\_\_\_

Special Requirements: \_\_\_\_\_

**Gas Requirements**

- Site Plan: Mark desired meter location. Survey or other Plats may be required – consult Project Manager on exact requirements.
- Gas Load Summary – Total \_\_\_\_\_ BTU's or CFH
- Delivery Pressure: 4 oz \_\_\_\_\_ 2 lbs. \_\_\_\_\_ 5 lbs. \_\_\_\_\_
- \_\_\_/\_\_\_/\_\_\_ Service Line Request      \_\_\_/\_\_\_/\_\_\_ Gas Meter Request

Multi-Tenant Building (Specify number of services to building and number of meters per manifold and break out load for each tenant)  
 Special Requirements: \_\_\_\_\_

*\*Special metering will require longer lead times*

Signature: *[Signature]*      Title: Asst Public Wks. Dir      Phone: 972-450-2879      Date: 4/30/04

# ONCOR LOAD REQUIREMENT FORM

Requested voltage (select only one):      Single Phase 120/240  , 3 Phase 120/208Y   
 3 Phase 120/240 Δ  , 3 Phase 277/480Y  , 3 Phase 480Δ  , OTHER \_\_\_\_\_

## ELECTRICAL LOAD REQUIREMENTS

### HVAC LOAD INFORMATION:

Quantity	Phase	Volts	Tons	Connected KW/Each	Heat KW/Each
<i>None</i>					

### MOTOR LOAD INFORMATION:

Quantity	Phase	Volts	Conn HP/Each	Type Start	Equipment Description
<i>1</i>	<i>1</i>	<i>115</i>	<i>1/2</i>	<i>Cap.</i>	<i>Gate Operator</i>

### LIGHTING & MISCELLANEOUS LOAD INFORMATION:

Quantity	Equipment Description	Volts	Connected KW/Each
<i>1</i>	<i>Flood lights</i>	<i>115</i>	<i>3 KW</i>
<i>1</i>	<i>Irrigation Controller</i>	<i>115</i>	<i>est 1.5 KW</i>

## GAS LOAD REQUIREMENTS

Quantity	Equipment Description	BTU's / Unit
<i>None</i>		

~~14166~~      ~~25,133~~  
~~6998~~      X

---

Terry - Illuminations by  
Greenlee - Never a  
panel on bid tabs

972-478-5747

---

(Bowman's Electrical Sub)

Realign Airport Parkway  
Jim Bowman's Contract

4-30-04

Original Amount of Bid -	223,820
Change Orders to date -	10,066
Max Incentive Bonus -	5,000
Could be another change Order -	<u>4,000 (est)</u>
Est Max Liability	46 242,866

Engineering & Surveying

78,677
<u>8 321,543</u>





# Account Master

Next Screen

Account Master <sup>1</sup>	Budget by Year <sup>2</sup>	Account Summary <sup>3</sup>	Budget Status	Current Year Detail <sup>5</sup>	EncumbranceDetail <sup>6</sup>	Inquiries <sup>7</sup>
-----------------------------	-----------------------------	------------------------------	---------------	----------------------------------	--------------------------------	------------------------

Account #  FY  (CCYMM)  
 Account Name LAND PURCHASE  
 Control Digit 12-623-58110-00000

Updated Transactions			
Revised Budget			
- FY Encumbrances			
+ FY Liquidations			
-			
FY Actual	206,358.21+	FY Unexpended	206,358.21-

Non-updated Transactions		# of Entries	
- Journal Entries			
- Req Encumbrances			
+ Req Liquidations			
- PO Encumbrances			
- AP Encumbrances			
-			
+ AP/PO Invoices			
+ AP/PO Liquidations			
		Available Budget	206,358.21-



*Engr \$ 78,677*



### Account Master

Next Screen

Account Master <sup>1</sup>	Budget by Year <sup>2</sup>	Account Summary <sup>3</sup>	Budget Status <sup>4</sup>	Current Year Detail	EncumbranceDetail <sup>5</sup>	Inquiries <sup>7</sup>
-----------------------------	-----------------------------	------------------------------	----------------------------	---------------------	--------------------------------	------------------------

Account #  From Date  200310 ACTUAL 206358.21+  
 Name LAND PURCHASE 200410 ACTUAL

Select	Date	Type	Ref#	Stock #	PO #	Amount
	Description/Vendor Name				Known by	
<input type="checkbox"/>	11404	AP	01987 000000			5488.00+
	JIM BOWMAN CONSTRUCTION CO L.P					
<input type="checkbox"/>	12704	AP	02237 000000			3472.26+
	DALLAS COUNTY TAX OFFICE					
<input type="checkbox"/>	22604	AP	01987 000000			52121.06+
	JIM BOWMAN CONSTRUCTION CO L.P					
<input type="checkbox"/>	31804	AP	01987 000000			18826.50+
	JIM BOWMAN CONSTRUCTION CO L.P					
<input type="checkbox"/>	41504	AP	01987 000000			126450.39+
	JIM BOWMAN CONSTRUCTION CO L.P					
<input type="checkbox"/>						



MONTHLY INVOICE

**JIM BOWMAN CONSTRUCTION COMPANY, L.P.**

1111 Summit Ave., Suite 1

Plano, Texas 75074

(972) 423-1313

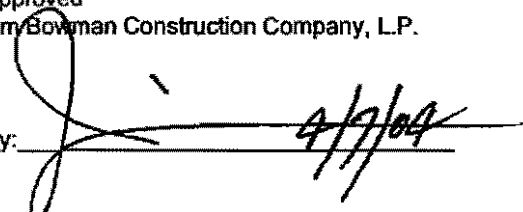
Project Name: Job #630 - Airport Parkway Re-Alignment  
 Type of Work: Street Construction  
 Estimate Period: March 1, 2004 to April 2, 2004

Estimate No. 4  
 Contract Date October 28, 2003  
 Orig. Contract Amt. \$223,820.00  
 Bid # 03-31

Payable To: Jim Bowman Construction Co., L.P.  
 1111 Summit Ave., Suite 1  
 Plano, Texas 75074

Item	Description	Unit of Measure	Contract Quantity	Work Done This Month	Total Work Done on Contract	Contract Price	Amount
101	Mobilization	LS	1		1.00	19,600.00	\$19,800.00
102	R.O.W. Prep	LS	1		1.00	5,000.00	\$5,000.00
103	Full Depth Saw Cut	LF	755	207.00	721.00	1.50	\$1,081.50
104	Remove Existing Pavement with Curb	SY	1650		1769.48	9.50	\$16,810.06
105	Unclassified Street Excavation	CY	500		500.00	17.80	\$8,900.00
106	Embankment	CY	100		100.00	38.50	\$3,850.00
107	10" - 4000psi R.C. Pavement	SY	2800		2232.40	45.50	\$101,574.20
108	Furnish / Install 10-ft. Recessed Curb Inlet	EA	2	1.00	2.00	2,410.00	\$4,820.00
109	18" Cl. III R.C.P.	LF	108		113.00	48.00	\$5,424.00
110	Remove / Relocate Roadside Sign	EA	0				
111	15 MPH Speed Limit Sign (R2-1)	EA	2			225.00	
112	Fire Lane Striping	LF	1100			1.00	
113	Solid Sod	SY	900			2.50	
114	F/I/M/Remove Silt Fence	LF	300		410.00	1.25	\$512.50
115	Inlet Protection (Drop)	EA	2			75.00	
116	Irrigation Conduit 4" SCH. 40 PVC	LF	114	115.00	115.00	6.00	\$690.00
117	F/I Security Gate with Acc. Control	LS	1	1.00	1.00	6,000.00	\$6,000.00
118	AOA Security Fence	LF	300		126.00	15.50	\$1,953.00
119	Remove Temporary Road	LS	1	1.00	1.00	2,500.00	\$2,500.00
120	Remove Security Fence	LF	195		145.00	5.00	\$725.00
121	12" Cl. III R.C.P.	LF	95		262.00	40.00	\$10,480.00
122	F/I/M/Remove 20-ft. Security Gate	EA	1			4,000.00	
123	2" SCH. 40 PVC Conduit	LF	600	285.00	285.00	3.58	\$1,020.30
124	30-ft. Street Light Pole Foundation	EA	4	1.00	1.00	715.00	\$715.00
125	Type "A" Gr. Mtd. Pull Box	EA	3	1.00	1.00	280.00	\$280.00
126	#8 AWG Insulated Cable	LF	660	600.00	600.00	1.25	\$750.00
127	Bare #8 AWG	LF	330	300.00	300.00	0.45	\$135.00
C.O.#1	Change Re-Bar Spacing	LS	1	1.00	1.00	1,890.00	\$1,890.00
C.O.#1	Add Expansion Joints	LS	1	1.00	1.00	460.00	\$460.00
C.O.#1	Add Lime Pellets	LS	1	1.00	1.00	5,940.00	\$5,940.00
C.O.#2	Security Gate Extras	LS	1	1.00	1.00	1,775.39	\$1,775.39

Approved  
 Jim Bowman Construction Company, L.P.

By:  4/7/04

Total Amount Of Work Done		\$202,885.95
Less Retainage	10%	\$20,288.60
Other		\$0.00
Amount Payable on Contract		\$182,597.35
Less Previous Billings		\$68,792.00
Amount Due This Estimate		\$113,805.35

Total Incentive cannot exceed <sup>8</sup>5000

OK to P  
 SZC  
 4/13/04

April 9, 2004

**VIA E-MAIL**  
*ireco@swbell.net*

Harry Ireland, Esq.  
4510 Abbott Avenue  
Dallas, Texas 75205

Re: Commercial Sublease dated July 2, 1997, as amended, by and between Schoellkopf Hangar Corporation ("SHC") and Omniflight Helicopters, Inc. ("OHI")

Dear Harry:

This Firm represents OHI in its current discussions with SHC regarding the property located at 4650 Airport Parkway, Addison, Texas 75001 (the "Premises"). I enjoyed talking with you on Wednesday and am hopeful that we will be able to amicably resolve the existing disputes. Set forth below are the areas that need to be addressed between our clients:

1. Roof Repairs. This letter confirms, on behalf of OHI, OHI's agreement to pay \$5,037 toward the roof repairs at the Premises, as outlined in the letter on behalf of your client dated April 5, 2004.

2. Parking Surface Repairs. With regard to the parking surface, we await SHC's proposal on the sharing of these costs. As we discussed, the primary reason that the parking area requires resurfacing is that a prior tenant did not properly seal the surface area, causing water to seep underneath the asphalt and the parking surface to deteriorate. Also, it is OHI's understanding that the City desires to have concrete rather than asphalt surfaces. OHI is satisfied with an asphalt surface, and therefore does not expect to share the cost of improving the surface from asphalt to concrete. In summary, OHI believes that most of the damage to the current parking areas has been caused by prior tenants, the current construction efforts and existing wear and tear (none of which are the responsibility of OHI). However, OHI will receive some benefit from the resurfacing of the parking area and, in an effort to be fair, is willing to share some portion of the cost that would otherwise be incurred to restore the asphalt.

3. Other Concerns. Finally, you requested me to outline any additional areas of concern to my client. Below is a list of concerns based upon my initial conversation with my client (which list is not intended to be an exhaustive list of OHI's concerns):

a. At the time of the lease extension, OHI felt pressured to extend by your client and has been unpleasantly surprised by the disruption caused by the construction. You

indicated that your client has also been surprised and that the timing was a coincidence. Nonetheless, I believe that the timing of this situation has created a strain on the relationship.

b. Throughout the initial phase of the construction project (which I understand has lasted in excess of three (3) months), the road to OHI's Premises was in disrepair (when I last visited, it was mostly gravel) and construction vehicles have been parked or stored in parking areas used by OHI. This has been a source of annoyance and damaged the parking surfaces. In addition, during the maintenance of these construction vehicles (in OHI's parking area), it appears that a spill of hydraulic fluid or oil occurred, which has both stained the parking area and caused a breakdown in the stability of the asphalt. The unsightly staining and environmental contamination has also been noticed by OHI's customers and reflects poorly on OHI's business. As you may or may not know, a significant portion of OHI's business involves the maintenance of aircraft in fourteen (14) states. OHI's commitment and ability to service aircraft and comply with all applicable environmental laws is a significant factor in the selection process of OHI's customers. The Addison location serves as OHI's corporate headquarters, and the staining in the parking lot reflects poorly on OHI.

c. The road abutting the Premises was constructed with a curb that precluded access to OHI's Premises. In addition, a light pole was placed in the middle of what formerly served as OHI's entrance. Airport officials have recently provided for an entrance between the two existing power poles. OHI was never consulted about the location of the power poles, and believes that the current entrance is both unattractive and unsafe due to the placement of the unprotected guide wires.

d. The grade of the permanent roadway storm water runoff will be routed to the front parking lot and building, as well as the ramp area. During heavy rains, this is likely to create unsuitable conditions for OHI.

e. Approximately ten (10) vehicles of OHI employees have been stained by a solvent used by the construction company in spraying liquid on a brick wall across from the OHI Premises. It is my understanding that this issue is in the process of being addressed by the contractors (at the request of OHI and the airport authorities).

f. There have been other inconveniences throughout the construction process (such as the digging up of a portion of OHI's parking areas to install a sanitary drain that was not timely repaired, the location of a temporary restroom facility at the entrance to OHI's parking area, the use of OHI's parking area by construction crews, and the rude gestures made by the construction crews toward OHI's employees attempting to park in their designated spaces). Throughout the process, OHI has been disappointed that there has not been better communication from SHC or the Airport Authority regarding the timing and scope of construction matters, or consultation with OHI regarding matters that affect its use of the Premises. OHI is also concerned that additional improvements may be undertaken by SHC at the request of the Airport Authority that will be disruptive to OHI's business. While OHI recognizes that SHC is not responsible for the construction, SHC does have the ability under its lease with

Mr. Harry Ireland  
April 8, 2004  
Page 3

the Airport Authority to address these concerns with the proper party. OHI has no privity of contract or other right to address its concerns. In that regard, OHI would appreciate being involved in future design plans and being notified as early as possible of future contractor projects affecting the use of the Premises.

I look forward to hearing from you and working with you on this transaction.

Very truly yours,

William L. Rivers

WLR/cah

cc: Marty Rincon  
Mark Johnson

Coordination Meeting

3-22-04

✓ Slade - Call Carson for landscaper

Omin can Park Tomorrow  
Trees take out Temp Road  
Pour Mon access rd area  
Then, gutters stopped out, pour leave out

Fri/sat Brian

Loops both sides - JBC

Keypad - JBC

Power for keypad - 40 amp service  
Jury will call TXU

Operator (on Sites Side)

1" conduit for Power

3/4" conduit for control

Gate - Dave Foster - will measure up

Fence - Tie all together

Large light pole - JBC will provide cost

Bryan - Has Hangar A April 19<sup>th</sup>



The HNTB Companies

**Fax**  
Transmittal

---

To	Jim Bowman, Jim Pierce	Date	March 17, 2004
Firm	Bowman Construction	Total Pages	2 (Including this cover)
Fax #	972-423-9447	Job Number	Airport Parkway
From	J. Nicewander	<input type="checkbox"/>	High Resolution
		<input type="checkbox"/>	Urgent

Please notify sender at 972-661-5626 if pages are missing or if there is any transmission difficulty.

---

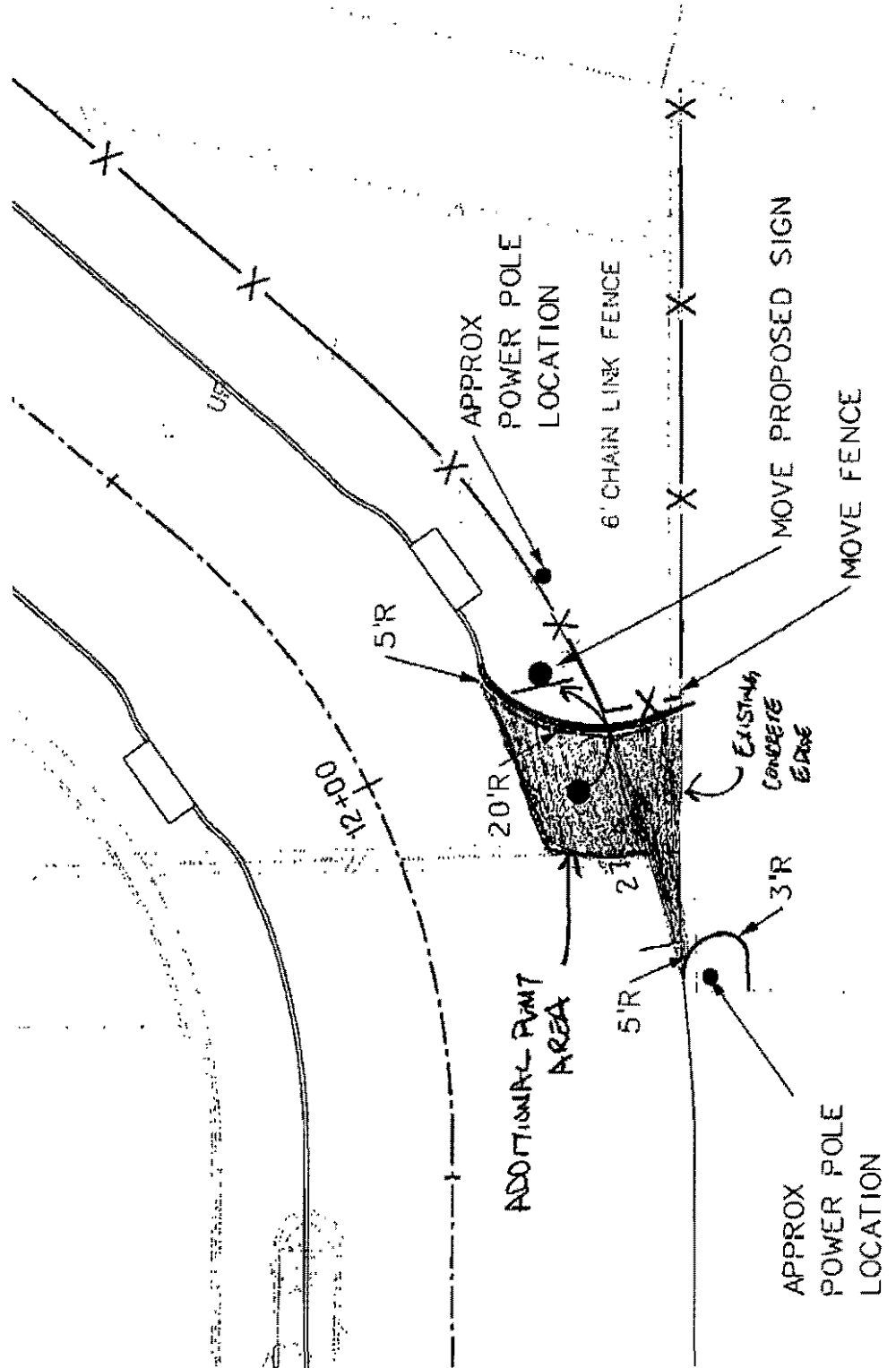
Message

Mr. Bowman,

I am sending along a drawing showing a proposed entrance onto Omni Flights Property. This is to be used to direct you where the entrance will be located. I will fax over more detailed drawings in the morning. This issue came up this afternoon and I wanted to send this over as soon as possible so that you were aware of the situation.

Please note that the both the proposed sign and fence location will need to be modified per this entrance layout. There is approximately an addition 42 SY of pavement due to this entrance.





CONCRETE BASE

# HP LaserJet 3200se

HP LASERJET 3200

MAR-17-2004 4:49PM



## Fax Call Report

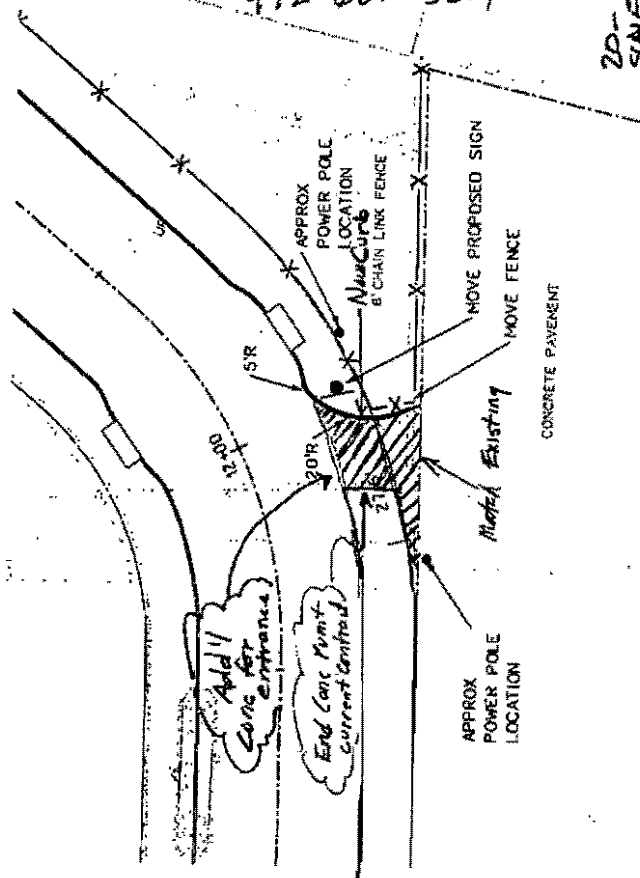
Job	Date	Time	Type	Identification	Duration	Pages	Result
964	3/17/2004	4:48:15PM	Send	99726615614	0:41	1	OK

HNTB

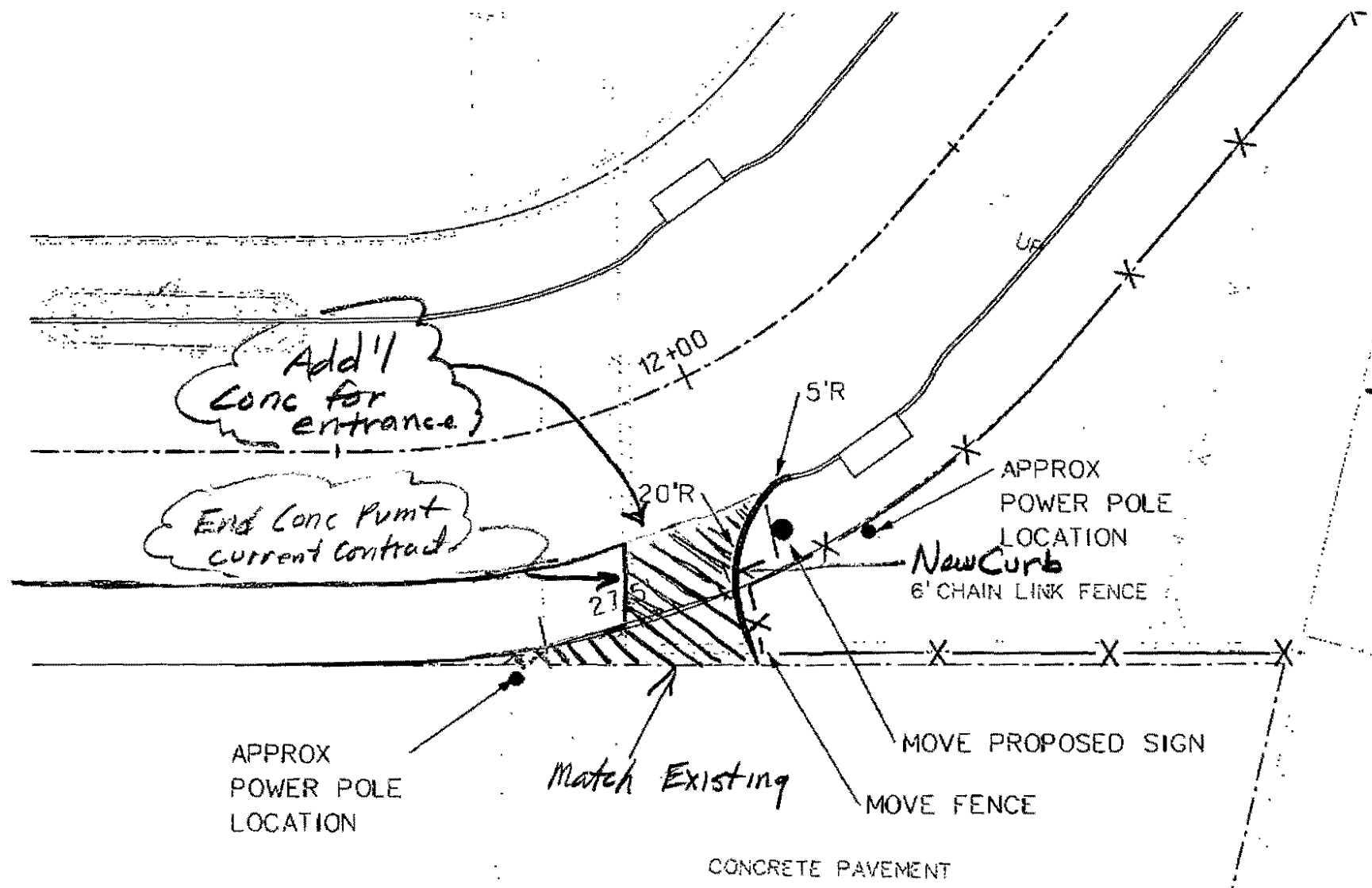
9726615614

03/17 '04 15:03 NO.319 03/04

To Jennie Nicewander  
972-661-5614



To Jennie Nicewander  
972-661-5614



20-  
SCALE



The HNTB Companies

Fax  
Transmittal

To **JIM PIERCE**  
Firm **TOWN OF ADDISAC**

Date **3/17/04**

Total Pages **3** (including this cover)

Fax #

Job Number

From **J. NICEWANDER**

- High Resolution
- Urgent

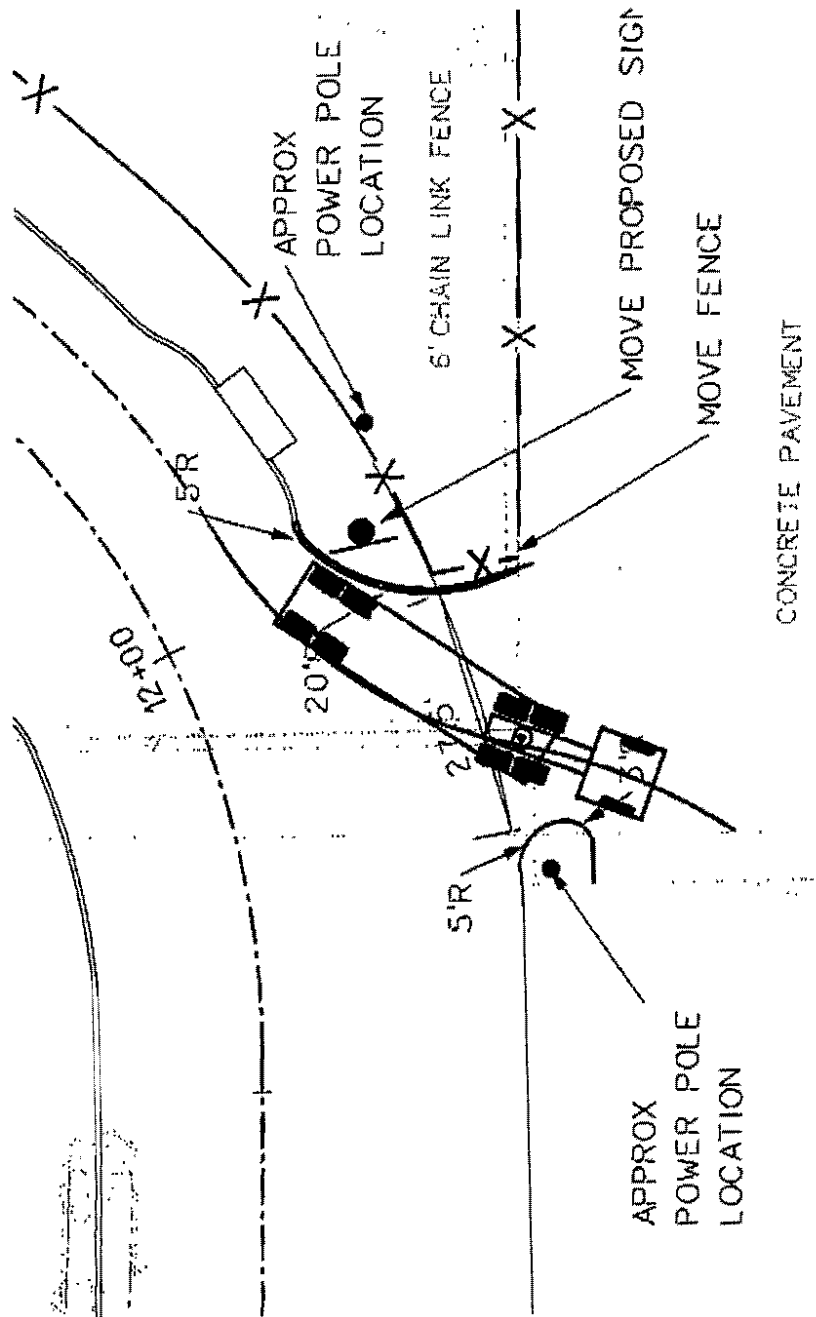
Please notify sender at 972-661-5626 if pages are missing or if there is any transmission difficulty.

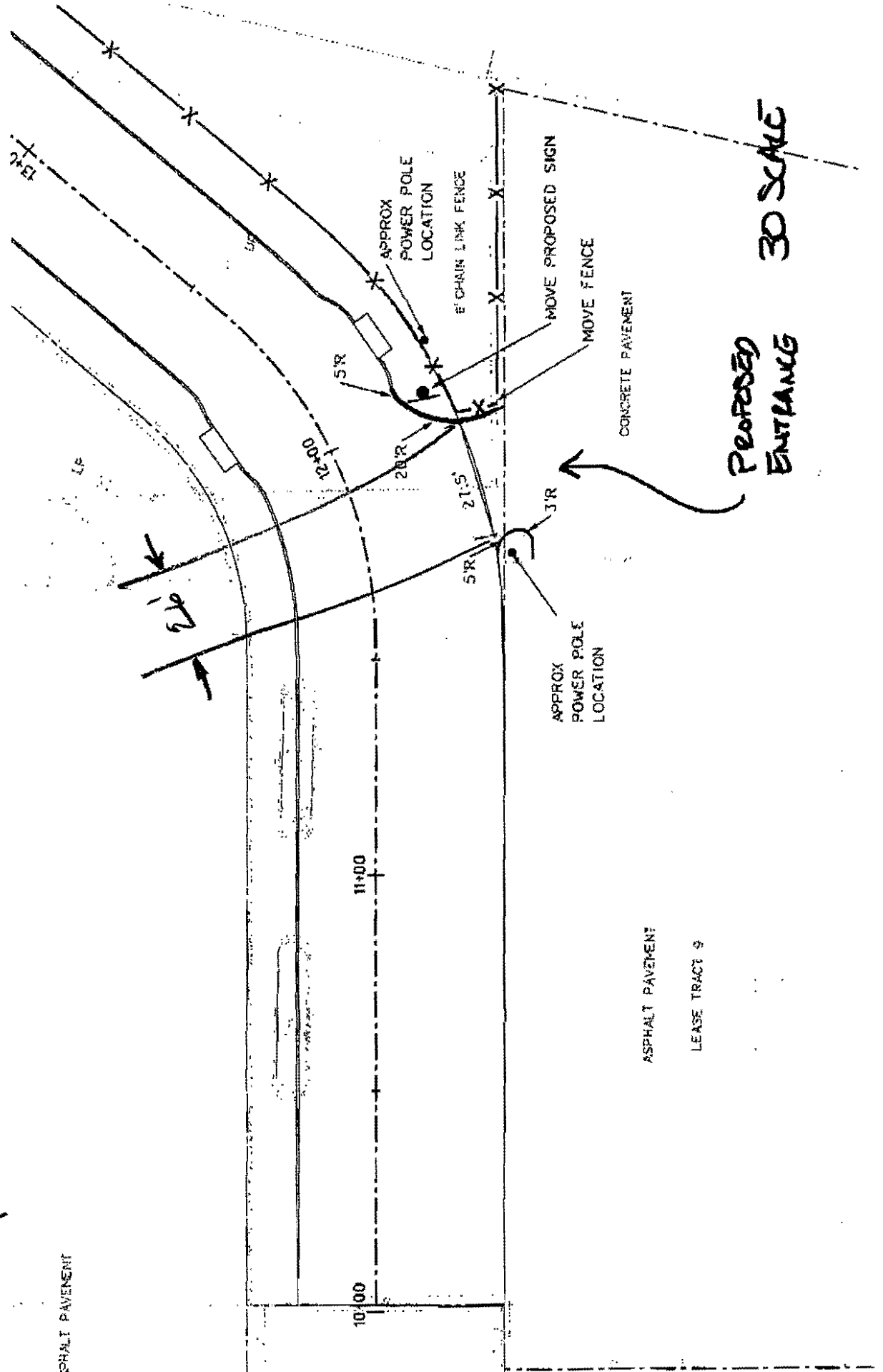
Message

**PER YOUR APPROVAL, I'LL GET STARTED  
ON THE DRAWINGS**

**972-661-5614**  
**To Jennie Nicewander**  
**"Approved"**  
**J. Nicewander**  
**3-17-04**

VEHICAL  
THRUWAY MOVEMENTS





$\frac{1001}{1000} = 1.001$   
 $\frac{1000}{1000} = 1$   
 $\frac{1000}{1000} = 1$

ASPHALT PAVEMENT

ASPHALT PAVEMENT

LEASE TRACT 9



**Fax**  
Transmittal

---

To **Jim Bowman, Jim Pierce** Date **March 17, 2004**  
Firm **Bowman Construction** Total Pages **2 (Including this cover)**  
Fax # **972-423-9447** Job Number **Airport Parkway**  
From **J. Nicewander**  High Resolution  
 Urgent

Please notify sender at 972-661-5626 if pages are missing or if there is any transmission difficulty.

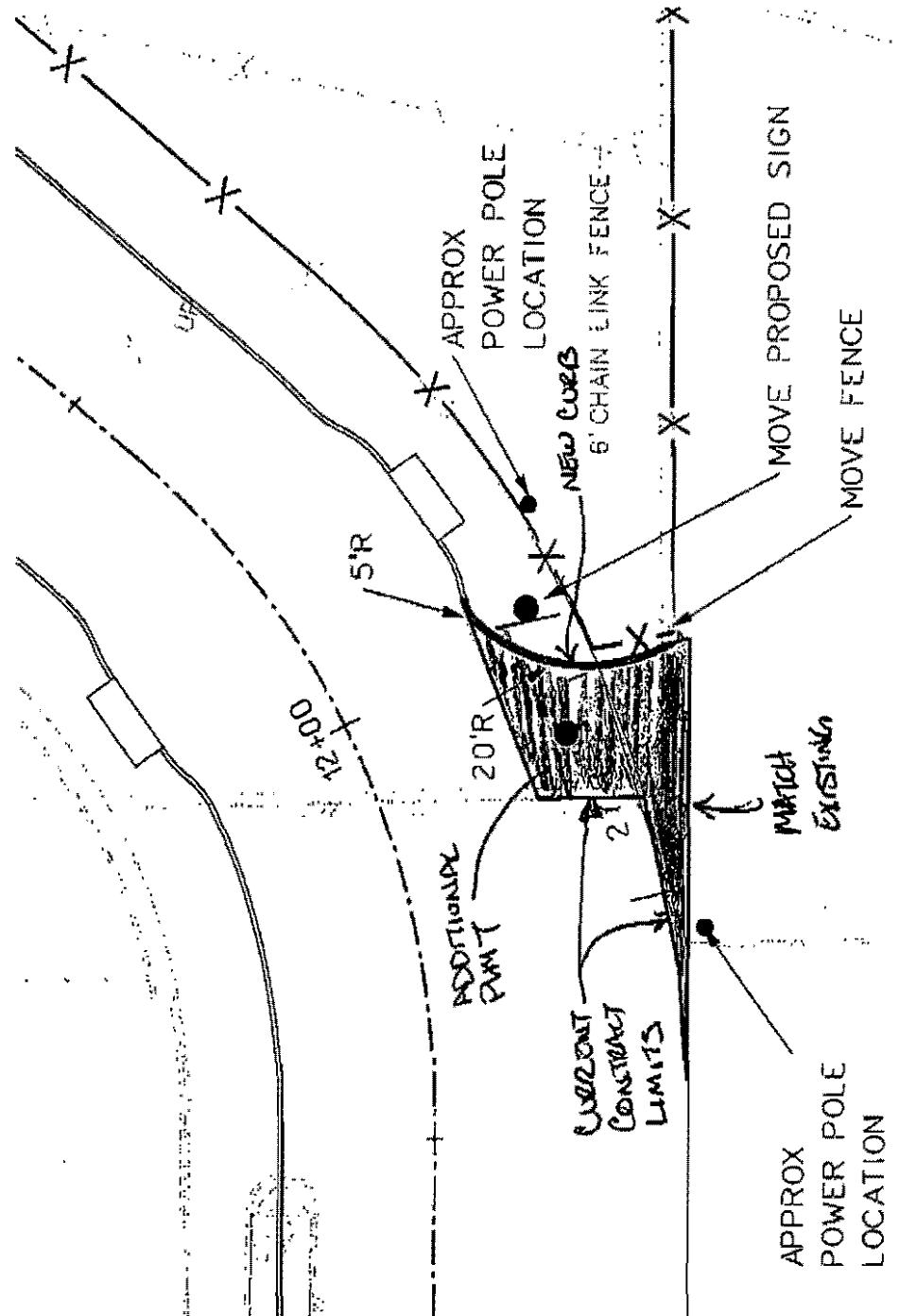
---

Message

Mr. Bowman,

Revised drawing taking out the 5'R curb on the west side

To Bill Dyer 972-788-9334





# HP LaserJet 3200se



HP LASERJET 3200

MAR-18-2004 9:15AM

## Fax Call Report

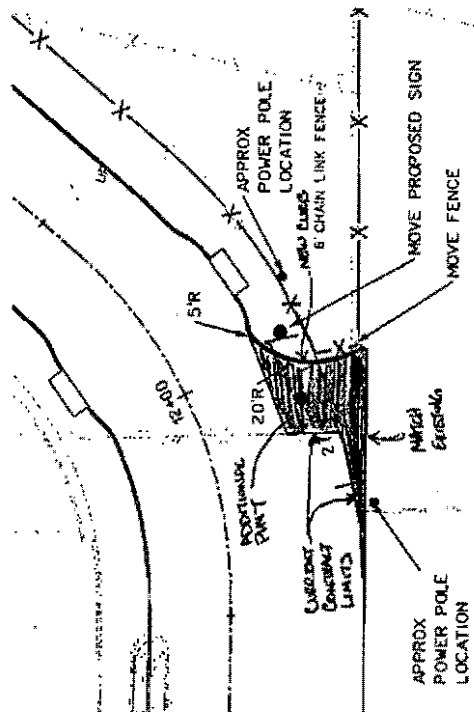
Job	Date	Time	Type	Identification	Duration	Pages	Result
972	3/18/2004	9:14:03AM	Send	99727889334	0:47	1	Comm Error 442

XRTB

9726615614

03/17 '04 16:24 NO.332 02/02

To Bill Dyer 972-788-9334



# HP LaserJet 3200se



HP LASERJET 3200

MAR-17-2004 4:57PM

## Fax Call Report

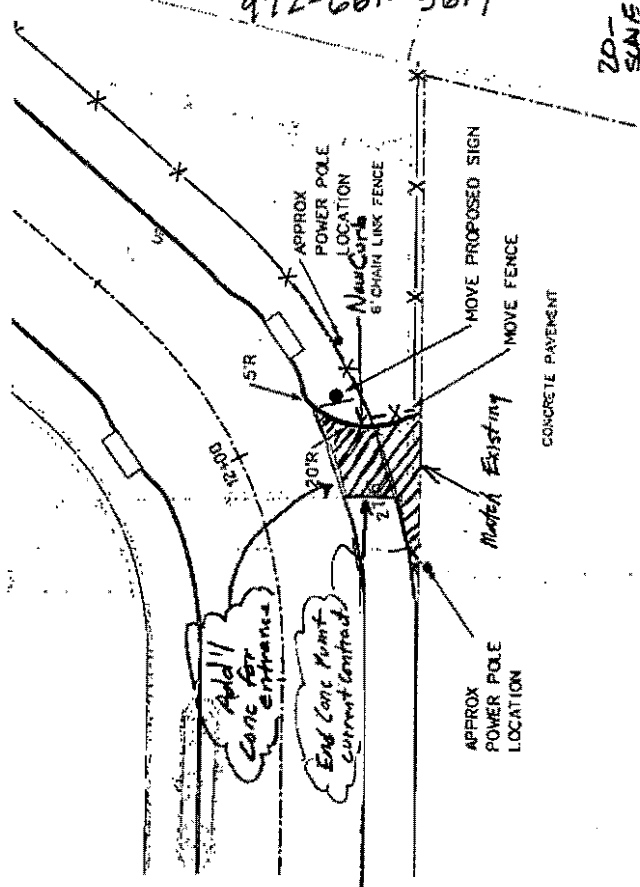
Job	Date	Time	Type	Identification	Duration	Pages	Result
967	3/17/2004	4:57:05PM	Send	99726615614	0:41	1	OK

HNTB

9726615614

03/17 '04 15:03 NO.319 03/04

To Jennie Nicewander  
972-661-5614



# JIM BOWMAN CONSTRUCTION CO., L.P.

1111 Summit Ave., Suite 1

Plano, Texas 75074

(972) 423-1313 Fax: (972) 423-9447

## Fax Transmittal

Date: MARCH 9, 2004

Number of Pages Sent (including cover sheet): 3

To: Name: MR. JIM PIERCE, P.E.  
 Company: TOWN OF ADDISON  
 Phone: (972) 450-2879  
 Fax: (972) 450-2837

From: Name: JB  
 Company: Jim Bowman Construction Co., L.P.  
 Phone: 972-423-1313  
 Fax: 972-423-9447

Please call the number above if you do not receive all pages of this transmission.

Original to follow by mail: Yes  No

Message: REVISED CONST. SPECIFICATIONS; COPY OF C.O. / LETTER TO HWTS

THANKS

JB

<b>CONSTRUCTION SCHEDULE</b>												
<b>AIRPORT PARKWAY REALIGNMENT - TOWN OF ADDISON</b>												
<b>JIM BOWMAN CONSTRUCTION CO., L.P.</b>						<b>UPDATED MARCH 8, 2004</b>						
<b>ITEM OF WORK</b>	<b>Calendar Days</b>											
	<b>February-04</b>			<b>March-04</b>						<b>April-04</b>		
	9	16	23	1	8	15	22	29	5	12		
Storm Sewer / Inlets	■	■		■	■							
Excavation		■		■								
Sleeving						■						
Pave North 1/2 of Street & 2 Drives						■						
Electrical / Lighting						■	■					
Pave South 1/2 of Street Up to Pole						■	■					
Remove Temporary Roadway							■					
Pave South 1/2 East of Pole								■	■			
Striping / Signage									■	■		
Security Fence Completion									■	■		
Gates									■	■	■	
Solid Sod										■	■	■

# JIM BOWMAN CONSTRUCTION COMPANY, L.P.

1111 Summit Ave., Suite I

Plano, Texas 75074

(972) 423-1313

March 8, 2004

HNTB  
5910 West Plano Parkway, Suite 200  
Plano, Texas 75093

Attn: Mr. Jerry Holder, P.E.

Re: Addison Airport  
Addison Parkway Realignment – C.O. #1 Additional Items


Dear Mr. Holder:

Please add the following items to the list of extra work requested by C.O. #1 and subsequent City directives:

1. Change reinforcing bar spacing to 18" o.c.e.w.:		
	Add	\$1,890.00
2. Add two-full width, full depth redwood expansion joints:		
	Add	\$ 460.00
3. Add lime pellets to facilitate drying of the subgrade:		
	Add	<u>\$5,940.00</u>
	<b>Total Add</b>	<b>\$8,290.00</b>

If you have any questions, please call me.

Sincerely,



Jim Bowman  
General Manager

vh

cc: Mr. Jim Pierce, Town of Addison

3-8-04  
Airport Pky / Entry Log / Apron Coord. meeting

Crust - Will pour apron Tues PM / adjacent to site  
Can move fence up on new pavement Wed  
Alan W Thursday -  
~~Will pour driveway this week~~ <sup>Thurs</sup> ~~Friday~~

Jim Bowman will pour driveway Thurs!  
Will  
Grades stakes missing by fire wall

Novis - Trimming / Densities Tues -  
Some soft areas -

\* Site - Using Batch Plant for Spectrum??

Fire Dept - Dont Use Water!

\* Discuss God / Landscape / irrigation with SLADE

SIGN IN SHEET			
		DATE	3-8-04
PROJECT: Airport Parkway / Frito Lay / Apron			
NAME	COMPANY	OFFICE PHONE	CELL PHONE
Jim Pierce	Town of Addison	972-450-2879	
Jim Bowman	ABCC	972 423 1313	214 926 7398
Marty Lampkin	"	"	214-535-2804
Luis Elquezabal	AIRPORT	972-392-4861	817-946-4406
Norm E. Cron	Road Eng	972 934-1665	512-413-8815
CARSON COLEMAN	CONSTRUCTORS	972 934 2614	214 878-2225
DAVID STACK	TSC	972 1361-5301	972 467 4896
LUKE JALBERT	ADDISON	972 450-2860	214 850 3645
JERRY HOUSER	ANTS	972-661-5626	214-914-2993
Clayton Harp	Site Location	972-313-0733	972-979-8505

# Const Progress Meeting

2-9-04

Constructors:  
Site Concrete:  
Jim Bowman:

- Check progress VS Schedule  
If not on schedule, discuss  
Catch-up (Revise Schedule)
- Discuss work planned for the next 2 weeks  
especially as it may effect an  
"adjoining" contractor
- Discuss outstanding issues  
Town of Addison  
Airport  
Tx DOT - use fox?  
HNTB

ONCOR  
SBC

Straighten out line @ CAMP







**Sue Ellen Fairley**

---

To: Pager - Jim Pierce

MARK ACEVEDO'S BLESSES JIM BOWMAN'S QUOTE TO DRY LIME SO CARRY ON.

*Sue Ellen*

# HP LaserJet 3200se

HP LASERJET 3200

MAR-4-2004 9:42AM



## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
792	3/ 4/2004	9:41:43AM	Send	99724239447	1:10	1	OK

TOWN OF

**ADDISON**

**PUBLIC WORKS**

To: Jim Bowman

From: Jim Pierce, P.E.

Company: Jim Bowman Construction

Asst. Public Wks. Dir.

Phone: 972/450-2879

FAX #: 972-423-9447

FAX: 972/450-2837

jpierce@ci.addison.tx.us

Date: 3-4-04

16801 Westgrove

P.O. Box 9010

# of pages (including cover): 1

Addison, TX 75001-9010

Re: Airport Parkway Realignment

Original in mail

Per your request

FYI

Call me

Comments: This is to confirm approval of your proposal to use pelletized dry lime to dry out the subgrade for an amount of \$5,940.00

Also, we are adding 2 expansion joints to your scope of work, one at approx 12+40 and one at approx 14+00.

Lastly, we are removing the easternmost approach from your contract and are adding it to Constructors scope of work.

All of this to be documented in an appropriate charge order.

Thanks,  
J. Pierce

TOWN OF

# ADDISON

# PUBLIC WORKS

To: Jim Bowman

From: Jim Pierce, P.E.

Company: Jim Bowman Construction

Asst. Public Wks. Dir.

Phone: 972/450-2879

FAX #: 972-423-9447

FAX: 972/450-2837

jpierce@ci.addison.tx.us

Date: 3-4-04

16801 Westgrove

P.O.Box 9010

# of pages (including cover): 1

Addison, TX 75001-9010

Re: Airport Parkway Realignment

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Also, we are adding 2 expansion joints to your scope of work, one at approx 12+40 and one at approx. 14+00.

Lastly, we are removing the easternmost approach from your contract and are adding it to Constructors scope of work.

All of this to be documented in an appropriate change order.

Thanks,  
*Jim Pierce*

CC Steve, Luke

Dave W. Mark Acevedo

# JIM BOWMAN CONSTRUCTION CO., L.P.

1111 Summit Ave., Suite 1

Plano, Texas 75074

(972) 423-1313 Fax: (972) 423-9447

## Fax Transmittal

Date: 3/3/04

Number of Pages Sent (including cover sheet): 1

To: Name: MR. Jim PIERCE  
 Company: TOWN OF ADDISON  
 Phone: (972) 450-2879  
 Fax: (972) 450-2837

From: Name: Jim B.  
 Company: Jim Bowman Construction Co., L.P.  
 Phone: 972-423-1313  
 Fax: 972-423-9447

Please call the number above if you do not receive all pages of this transmission.

Original to follow by mail: Yes  No

Message: AIRPORT BLVD. REALIGNMENT -

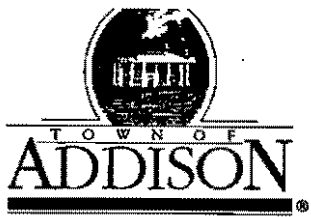
JIM - IT WILL COST 5940<sup>00</sup> TO USE BELONGED  
DRY LINE TO DRY OUT THE SUBGRADE AREA. (SITE WANTED  
9,450<sup>00</sup>)

PLEASE ISSUE VERBAL O.K. & INITIATE A.C.O. FOR THIS  
WOK. I'M GOING TO BOOK IT FOR FRIDAY 3/5/04.

CALL W/ QUESTIONS.

THANKS

*JB*



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

# LETTER OF TRANSMITTAL

DATE	3-4-04	JOB NO.
ATTENTION		
RE:	Airport Parkway Realignment	

TO Carson Coleman  
Constructors

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Attached
- Under separate cover via \_\_\_\_\_ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Cover Sheet, Sheets N1, N2, N3, Q1, PP2, J1, and PD1 of plans for the Realignment of Airport Parkway

**THESE ARE TRANSMITTED as checked below:**

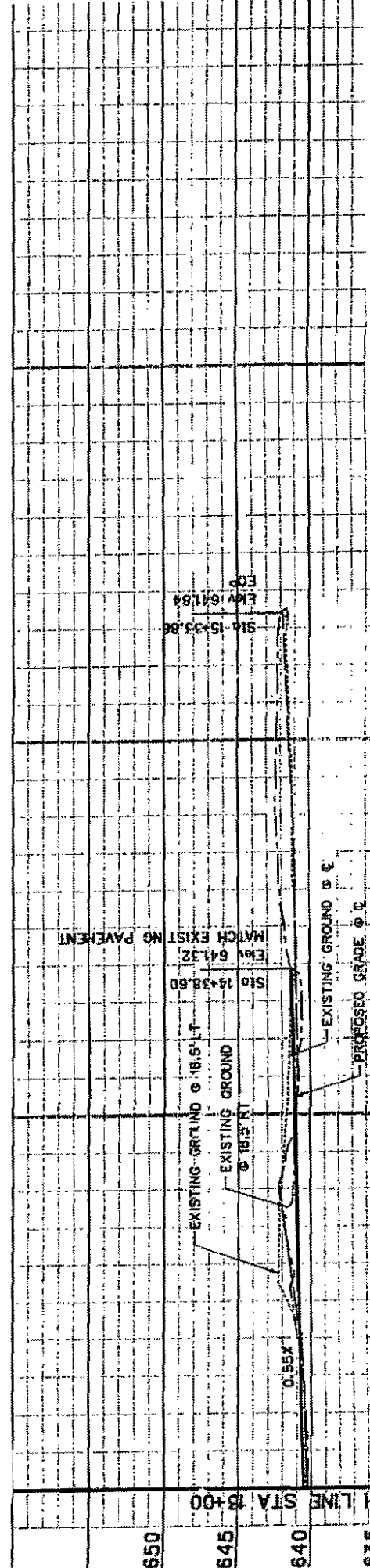
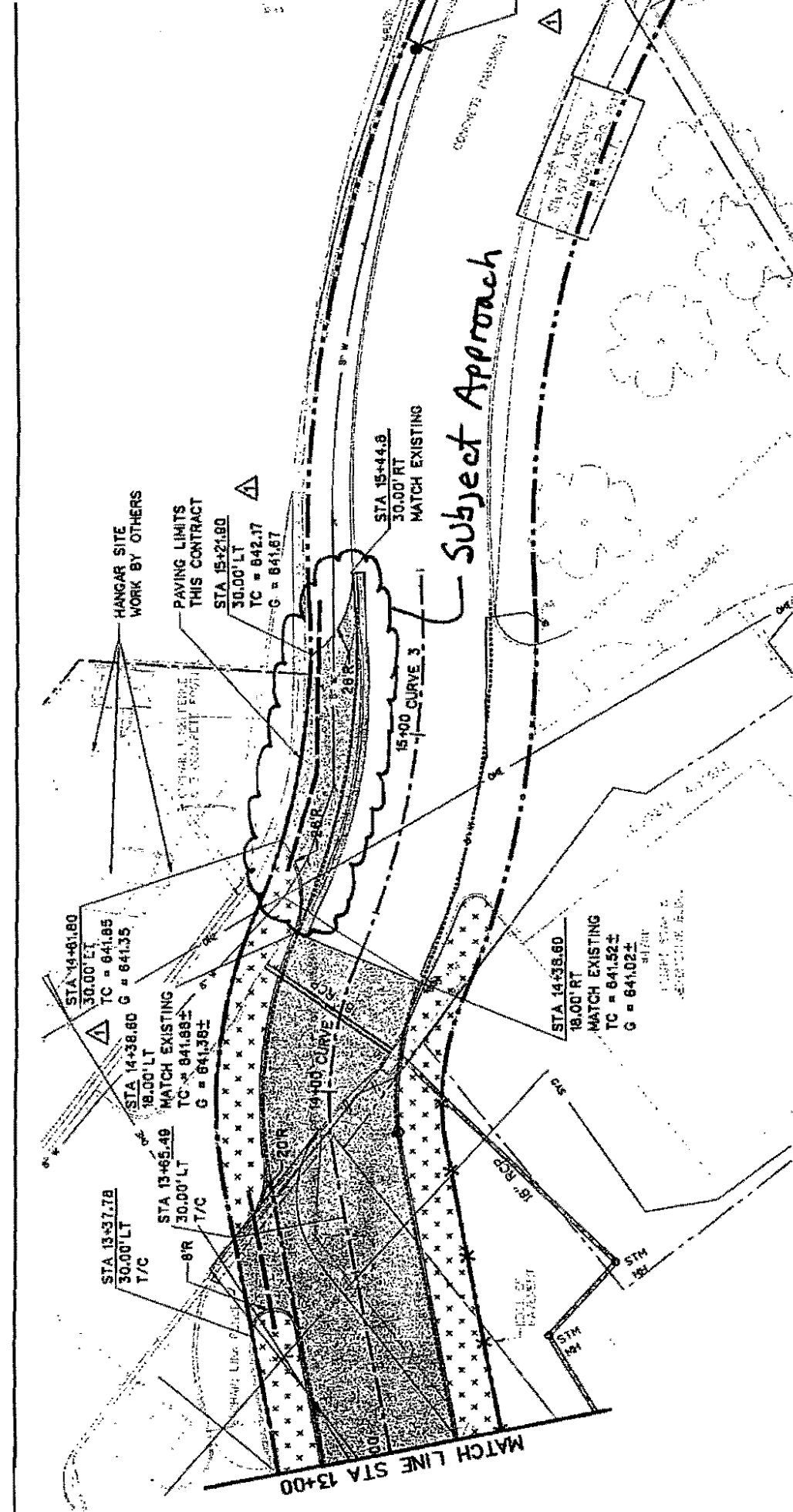
- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE \_\_\_\_\_ 19\_\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- \_\_\_\_\_
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected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

**REMARKS** As per your request, we have taken the easternmost approach out of Jim Bowmans contract and have added it to your scope of work. Please note the 4" Schedule 70 PVC conduit required. Construction shall be as shown on the attached plans.

**COPY TO** \_\_\_\_\_

**SIGNED:** [Signature]

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





## Airport Parkway Realignment

3-2-04 Call Jim Borman and expressed concern about finishing on time. Jim said if this rain does not hit (predicted for Wed & Thurs) we will be OK. I encouraged him to look for alternatives to stabilize the sub-grade like using lime or cement. I also suggested he call Site Concrete because they have lime & the equipment nearby. Jim said he would give them a call.

I also asked if Jim would "release" the eastern approach construction to Constructors. He said he already has the steel on site but give him to tomorrow to decide.

February 23, 2004

William M. Dyer  
Real Estate Manager

Direct: 972-392-4856  
Fax: 972-788-9334

[bill.dyer@staubach.com](mailto:bill.dyer@staubach.com)

Ms. Linda Gower  
Vice President  
Schoellkopf Hangar Corporation  
1700 Commerce St. Suite 470  
Dallas, TX 75201

Re: Addison Airport Ground Lease 0090-0501 (GL#5)

Dear Ms. Gower,

We have been provided a copy of the letter dated February 16, 2004 from Omniflight Helicopters, Inc. to Schoellkopf Hangar Corp. We regret to learn that Omniflight finds it necessary to take such a position when such positive things are in the making for the Airport.

As you are aware, we are in the process of making various improvements to the common area facilities at Addison Airport, which includes the realignment and reconstruction of Airport Parkway. Airport Parkway is immediately north of the Schoellkopf hangar and serves as the primary means of landside access to the leased premises. We have made every effort to communicate and coordinate this project with both Schoellkopf and Omniflight ever since our early planning stages. In order to facilitate the construction of the road, the City planned for, contracted and authorized the construction of a temporary road to serve as an alternate means of ingress/egress to the leased premises during construction. In effort to minimize any impact of displaced parking during construction, the Airport agreed to provide temporary parking and fencing at its own expense. Additionally, the Airport authorized Omniflight's use of a nearby controlled access gate as an alternative means of entry to the leased premises for Omniflight's employees should it become necessary. On several occasions we have met with Omniflight's representatives in effort to address their concerns about the ongoing maintenance of the temporary road and conduct of the general contractor's personnel. The City met with the general contractor and increased the scope of his road maintenance responsibilities within his contract and counseled him regarding his crew's alleged conduct. These are only some of the measures the City and Airport have taken in order to mitigate the inconvenience and disruption Omniflight might be experiencing.

We wish to remind Schoellkopf that Omniflight, as the sub-tenant is obligated to all the same term and conditions of the Ground Lease. Section 17 of the agreement gives the Tenant (and in this case sub-tenant) non-exclusive use of the common area facilities at the Airport, including but not limited to, Airport Parkway as means of ingress and egress to the leased premises. The Landlord has complete control and management of all common area facilities and may, at its sole discretion construct, alter, modify, eliminate or otherwise terminate such common area facilities. Therefore, the City and Airport is fully entitled to make these improvements to Airport Parkway as it sees fit. The temporary road was purposely installed to provide Omniflight reasonable non-exclusive access to the leased premises. At no time has Omniflight's access ever been cut-off or otherwise terminated.

We are committed to minimize the disruption in the area and will continue to monitor all activities as warranted. As before, we make ourselves available to you to address any these or any other concern you may have.

Sincerely,

William M. Dyer  
Real Estate Manager

Cc: Lisa A. Pyles, Airport Director  
Mark Acevedo, Town of Addison  
Jim Pierce, Town of Addison  
Robert Reddish, President, Silverado Services & Investments

2-23-04

Airport Parkway &

Phasing Plan — Requested from J. Bowman —

Porta Potty has been moved.

OmniFlight: Temp Road issue —

Backdragging everyday.

Paving Machine —

Change Order — in progress — (Luke)  
Have gas line tomorrow —

Bryan — Question about fence where road dead ends  
into — fence issue —

One straight expansion joint HNTB

Rip out fence & footing

438' w/o expansion joint — J. Bowman

Reverse curve —

2-3 Redwoods needed.

Restoration of Parking Lot will be an issue



JIM - THIS <sup>WAS</sup> FAXED TO  
BOWMAN ON THIS DATE  
FOR PREPARATION OF A NOI  
& SWPP ON AIRPORT PKWY RE-ALIGNMENT.  
2/18/04  
Steve C.

TOWN OF  
ADDISON

PUBLIC WORKS

To: JIM BOWMAN

From: STEVE CHUT CHIAN

Company: JIM BOWMAN CONSTRUCTION

FAX #: 972-423-9447

Phone: 972/450-2886  
Fax: 972/450-2837

Date: 2/18/04

No. of pages (including cover): 3

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

AIRPORT PKWY. SWPP



4. TPDES Permit Payment Information: (This information can be completed at the time that the NOI is sent to you for submittal to the TCEQ)

- a. Check/Money Order number \_\_\_\_\_
- b. Name on Check/Money Order \_\_\_\_\_

5. Signatory information

- a. Who will be signing for Operator: (CAVEAT: It should be an officer, director, owner, partner, etc. for coverage to be valid)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

6. Who will be performing inspections on this project:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Employer: \_\_\_\_\_

7. Will there be a concrete or asphalt batch plant located on the site? \_\_\_\_\_

8. Will there be fuel storage tanks located on the site? \_\_\_\_\_ Est. Gallons \_\_\_\_\_

9. Estimated start date: \_\_\_\_\_ Estimated end date \_\_\_\_\_

I will be contacting you if I require further information. Once the NOI has been sent to you, you must then affix your check or money order in the amount of \$100 and forward it to the TCEQ. The information on where and how to send payment will be sent with the completed NOI. Please note that the NOI has to be sent to one address and your \$100 payment has to be sent to another.

If you have any questions, contact me at (972) 998-2906.

Monette Schneider  
Robicheaux & Associates  
3020 Legacy #100-349  
Plano, Texas 75023  
FAX (972) 208-3351



# HP LaserJet 3200se

HP LASERJET 3200

FEB-18-2004 11:07AM



## Fax Call Report

Job	Date	Time	Type	Identification	Duration	Pages	Result
558	2/18/2004	11:05:57AM	Send	99724239447	1:36	3	OK

TOWN OF  
ADDISON

PUBLIC WORKS

To: JIM BOWMAN

From: STEVE CHUT CHAN

Company: JIM BOWMAN CONSTRUCTION

Phone: 972/450-2886

FAX #: 972-423-9447

Fax: 972/450-2837

Date: 2/18/04

No. of pages (including cover): 3

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

AIRPORT PARK. 5493

Robicheaux & Associates  
3020 Legacy #100-349  
Plano, Texas 75023

Attn: Ms. Monette Schneider

BOWMAN  
NOI INFO. MAILED  
TO MONETTE on  
2/19/09  
SZ.

**INFORMATION NEEDED FOR NOS AND SWT**

1. Operator Information (PLEASE COMPLETE ONE FORM FOR EACH OPERATOR).

- a. Exact corporate name JIM BOWMAN CONST. CO., L.P.
- b. Mailing address 1111 SUMMIT AVE. STE 1  
PLANO, TX 75047
- c. Phone number 972 423-1313 ext. \_\_\_\_\_
- d. Fax number 972-423-9447
- e. Type of Operator:
  - Individual \_\_\_\_\_
  - Sole Proprietorship/DBA \_\_\_\_\_
  - Partnership  \_\_\_\_\_
  - Corporation \_\_\_\_\_
  - Fed. Government \_\_\_\_\_
  - Independent Operator \_\_\_\_\_
- f. Number of employees 0-20  21-100 \_\_\_\_\_ 101-250 \_\_\_\_\_ 250-500  
\_\_\_\_\_ 500+ employees
- g. Billing Address: Same
- h. Federal Tax ID No: 75-1932206
- i. State Franchise Tax ID No: \_\_\_\_\_
- j. DUNS No: \_\_\_\_\_

2. Project Information:

- a. Name of Project: AIRPORT PARKWAY RE-ALIGNMENT
- b. Physical address: AIRPORT PARKWAY AT ADDISON  
AIRPORT

3. Operator Contact Information: If the TCBQ has questions about this project, who in your office should be contacted?

- a. Name: JIM BOWMAN
- b. Title: GEN. MGR.
- c. Phone number 972 423-1313 ext. \_\_\_\_\_
- d. E-mail address: JIM@BOWMANCONSTRUCTION.COM

4. TPDES Permit Payment Information: (This information can be completed at the time that the NOI is sent to you for submittal to the TCEQ)

- a. Check/Money Order number \_\_\_\_\_
- b. Name on Check/Money Order \_\_\_\_\_

5. Signatory information

- a. Who will be signing for Operator: (CAVEAT: It should be an officer, director, owner, partner, etc. for coverage to be valid)

Name: Jim Dammie  
 Title: G.M.

6. Who will be performing inspections on this project

Name: SAME  
 Title: \_\_\_\_\_  
 Employer: \_\_\_\_\_

7. Will there be a concrete or asphalt batch plant located on the site? NO

8. Will there be fuel storage tanks located on the site? NO Est. Gallons \_\_\_\_\_

9. Estimated start date: 2/15/04 Estimated end date 4/30/04

I will be contacting you if I require further information. Once the NOI has been sent to you, you must then affix your check or money order in the amount of \$100 and forward it to the TCEQ. The information on where and how to send payment will be sent with the completed NOI. Please note that the NOI has to be sent to one address and your \$100 payment has to be sent to another.

If you have any questions, contact me at (972) 998-2906.

Monette Schneider  
 Robinsaux & Associates  
 3020 Legacy #100-349  
 Plano, Texas 75023  
 FAX (972) 208-3351



# SCHOELLKOPF HANGAR CORPORATION

1700 Commerce Street, Suite 470

Dallas, Texas 75201

214-752-7118

February 18, 2004

CERTIFIED MAIL NO. 70012510000915049341

Return Receipt Requested

Mr. Bill Dyer  
Addison Airport  
16051 Addison Road, Suite 220  
Addison, Texas 75001

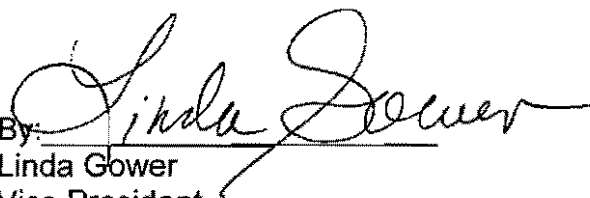
Dear Mr. Dyer,

Attached is a letter from Omniflight, dated February 16, 2004 which notifies Schoellkopf Hanger Corp. that a constructive eviction has occurred as a result of acts or omissions arising out of the Frito Lay construction project and the City of Addison Airport Parkway expansion project.

This is to notify you that Schoellkopf Hanger Corp. intends to seek its legal remedies against you should it suffer damages as a result of the Frito Lay project and the City of Addison Airport Parkway expansion project.

Sincerely,

Schoellkopf Hangar Corporation

By:   
Linda Gower  
Vice President

CC: Mark Acevedo, Town of Addison  
Jim Pierce, Town of Addison

# OMNIFLIGHT

February 16, 2004

Schoellkopf Hangar Corporation  
Linda Gower, Vice President  
1700 Commerce St, Suite 470  
Dallas, TX 75201

Dear Ms. Gower,

Despite numerous meetings and conversations with your representative Mr. Robert Reddish and airport officials, we are still left without adequate ingress and egress to our facility. Accordingly, we cannot successfully conduct our business. At this time, Omniflight has no choice but consider it constructively evicted from your property. If the situation is not rectified immediately to our satisfaction, we will pursue all legal remedies. Additionally, because the Schoellkopf Hangar Corporations representatives did not inform Omniflight of the airports intention to cut off our ingress and egress to your property when we extended the lease, the lease extension may be invalid.

Respectfully,



Martin R. Rincon  
Director of Administration  
Omniflight Helicopters, Inc.

cc: Mark Johnson – CEO, Omniflight Helicopters, Inc.  
Gaylan Crowell – President, Omniflight Helicopters, Inc.  
Robert Reddish – President, Silverado Services & Investments

2-9-04

Arcant Parkway Realignment

Meeting with Marty Rincon, Robert Reddish

Marty - Lot of visitors - visibility

Dirty looks, Visual harassment / CEO

Trucks parked on D.F. parking

Porta Potties issue - Move?

Robt. Reddish - parking on road

Designate visitor parking -

\* Look @ relocating the water line to the east

Have Wilde locate water & sewer on the east

\* Copy of obstruction analysis to Lisa, Lou



## SIGN IN SHEET

DATE

2-9-04

PROJECT: Frito Lay / Airport Apron / Airport Parkway

NAME	COMPANY	OFFICE PHONE	CELL PHONE
Jim Ferce	Town of Addison	972-450-2879	942 972-500-0341
Marty Lampkins	SBC	972-423-1813	214-535-2804
Jim Brumman	"	"	"
LUKE JALBERT	ADDISON	972-450-2860	214-850-3648
Byron Roper	Site Concrete	972-313-0733	972-513-0661
Dave White	Team of Addison	972-450-2847	
MIKE HUTCHISON	HNTB	972-628-3140	817-966-4102
Luis Elquezar	Airport	972-392-4861	817-946-4406
Dyrio Stack	TSC	972/361-5309	922/462-4896
Bill Dyer	Addison Airport	972-392-4856	214-277-3638
Carson Coleman	CDA	972-934-1665	214-878-2225





**Public Works / Engineering**

16801 Westgrove • P.O. Box 9010

Addison, Texas 75001-9010

Telephone: (972) 450-2871 • Fax: (972) 450-2837

LETTER OF TRANSMITTAL

DATE	12-19-03	JOB NO.
ATTENTION		
RE:	Relocation of Airport Parkway	

TO Bill Dyer  
Airport

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Attached
- Under separate cover via \_\_\_\_\_ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Description of Ingress/Egress Location for Airport Parkway

**THESE ARE TRANSMITTED as checked below:**

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

**REMARKS** This will not be recorded as recommended by John Hill

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**COPY TO** Mark Acevedo  
John Hill

**SIGNED:** Jim Rice

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

## FIELD NOTES

BEING a 1.538 acre tract of land in the Edward Cook Survey, Abstract No. 326, and being located in the Town of Addison, Texas, and being a portion of a tract of land described in Warranty Deed to the City of Addison, now formally known as Town of Addison, dated December 30, 1976 and as recorded in Volume 77010, Page 1391 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod at the intersection of the north line of Glenn Curtiss Drive (a 50-foot wide unrecorded street) with the west right-of-way line of Addison Road (variable width);

THENCE South 00 degrees 39 minutes 59 seconds East, along said west right-of-way line, a distance of 490.88 feet to a point for corner;

THENCE North 89 degrees 47 minutes 19 seconds East, continuing along said west right-of-way line, a distance of 60.66 feet to the beginning of a non-tangent circular curve to the left, having a radius of 746.30 feet and whose chord bears South 25 degrees 45 minutes 41 seconds East, a distance of 24.80 feet;

THENCE Southeasterly, continuing along said west right-of-way line and along said circular curve to the left, through a central angle of 01 degree 54 minutes 15 seconds and an arc length of 24.80 feet to the point of tangency;

THENCE South 26 degrees 42 minutes 49 seconds East, continuing along said west right-of-way line, a distance of 34.05 feet to the point of curvature of a circular curve to the right, having a radius of 686.30 feet and whose chord bears South 13 degrees 47 minutes 50 seconds East, a distance of 306.83 feet;

THENCE Southeasterly, continuing along said west right-of-way line and along said circular curve to the right, through a central angle of 25 degrees 50 minutes 01 second and an arc length of 309.44 feet to a point for corner;

THENCE South 00 degrees 52 minutes 49 seconds East, continuing along said west right-of-way line, a distance of 573.36 feet to a set "X"-cut in concrete for the POINT OF BEGINNING;

THENCE South 00 degrees 52 minutes 49 seconds East, continuing along said west right-of-way line, a distance of 60.00 feet to a set "X"-cut in concrete for corner;

THENCE South 89 degrees 27 minutes 21 seconds West, departing said existing west right-of-way line, a distance of 202.63 feet to a set "X"-cut in concrete for the point of curvature of a circular curve to the left, having a radius of 300.00 feet and whose chord bears South 76 degrees 09 minutes 51 seconds West, a distance of 137.94 feet;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 26 degrees 35 minutes 00 seconds and an arc length of 139.19 feet to a set "X"-cut in concrete for the point of tangency;

THENCE South 62 degrees 52 minutes 21 seconds West, a distance of 18.25 feet to a set "X"-cut for the point of curvature of a circular curve to the left, having a radius of 300.00 feet and whose chord bears South 44 degrees 52 minutes 21 seconds West, a distance of 185.41 feet;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 36 degrees 00 minutes 00 seconds and an arc length of 188.50 feet to a 1/2-inch set iron rod with a red plastic cap stamped "DAL-TECH" (hereinafter referred to as "with cap") for the point of reverse curvature of a circular curve to the right, having a radius of 248.00 feet and whose chord bears South 39 degrees 46 minutes 56 seconds West, a distance of 110.81 feet;

THENCE Southwesterly, along said circular curve to the right, through a central angle of 25 degrees 49 minutes 09 seconds and an arc length of 111.76 feet to a set "X"-cut in concrete for the point of reverse curvature of a circular curve to the left, having a radius of 70.00 feet and whose chord bears South 36 degrees 02 minutes 14 seconds West, a distance of 40.12 feet;

THENCE Southwesterly, along said circular curve to the left, through a central angle of 33 degrees 18 minutes 33 seconds and an arc length of 40.69 feet to a set "X"-cut in concrete for the point of tangency;

THENCE South 19 degrees 22 minutes 57 seconds West, a distance of 138.58 feet to a 1/2-inch set iron rod with cap for the point of curvature of a circular curve to the right, having a radius of 130.00 feet and whose chord bears South 44 degrees 09 minutes 32 seconds West, a distance of 108.96 feet;

THENCE Southwesterly, through a central angle of 49 degrees 33 minutes 09 seconds and an arc length of 112.43 feet to a set PK nail for the point of tangency;

THENCE South 68 degrees 56 minutes 06 seconds West, a distance of 153.83 feet to a set "X"-cut in concrete for corner;

THENCE North 21 degrees 03 minutes 54 seconds West, a distance of 60.00 feet to a found PK nail for corner, said corner being on the southeast line of a tract of land described in "Ground Lease Agreement" between the Town of Addison, Texas, a municipal corporation, and Frito-Lay Inc, a Delaware corporation, dated September 30, 2003, hereinafter referred to as "Frito-Lay tract";

THENCE North 68 degrees 56 minutes 06 seconds East, along the southeast line of said Frito-Lay tract, a distance of 153.83 feet to the point of curvature of a circular curve to the left, having a radius of 70.00 feet and whose chord bears North 44 degrees 09 minutes 32 seconds East, a distance of 58.67 feet;

THENCE Northeasterly, continuing along said southeast line and along said circular curve to the left, through a central angle of 49 degrees 33 minutes 09 seconds and an arc length of 60.54 feet to a 1/2-inch found iron rod with cap for the point or tangency;

THENCE North 19 degrees 22 minutes 57 seconds East, continuing along said southeast line, a distance of 138.58 feet to a found "X"-cut in concrete for the point of curvature of a

circular curve to the right, having a radius of 130.00 feet and whose chord bears North 36 degrees 02 minutes 14 seconds East, a distance of 74.52 feet;

THENCE Northeasterly, continuing along said southeast line and along said circular curve to the right, through a central angle of 33 degrees 18 minutes 33 seconds and an arc length of 75.58 feet to a 1/2-inch found iron rod with cap for the point of reverse curvature of a circular curve to the left, having a radius of 188.00 feet and whose chord bears North 39 degrees 46 minutes 56 seconds East, a distance of 84.00 feet;

THENCE Northeasterly, continuing along said southeast line and along said circular curve to the left, through a central angle of 25 degrees 49 minutes 09 seconds and an arc length of 84.72 feet to a 1/2-inch set iron rod with cap for the point of reverse curvature of a circular curve to the right, having a radius of 360.00 feet and whose chord bears North 44 degrees 52 minutes 21 seconds East, a distance of 222.49 feet;

THENCE Northeasterly, along said circular curve to the right, through a central angle of 36 degrees 00 minutes 00 seconds and an arc length of 226.19 feet to a set "X"-cut in concrete for the point of tangency;

THENCE North 62 degrees 52 minutes 21 seconds East, a distance of 18.25 feet to a set "X"-cut in concrete for the point of curvature of a circular curve to the right, having a radius of 360.00 feet and whose chord bears North 76 degrees 09 minutes 51 seconds East, a distance of 165.53 feet;

THENCE Northeasterly, along said circular curve to the right, through a central angle of 26 degrees 35 minutes 00 seconds and an arc length of 167.03 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE North 89 degrees 27 minutes 21 seconds East, a distance of 202.28 feet to the POINT OF BEGINNING AND CONTAINING 66,986 square feet or 1.538 acres of land, more or less.

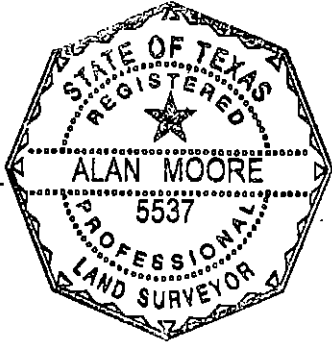
All bearings for this tract refer to the NAD-83 Texas State Plane Coordinate System, North Central Zone 4202, according to measurements made at Addison Airport GPS monument No. 1. The convergence angle and combined scale factor at GPS No. 1 are 00 degrees 54 minutes 36.51684 seconds and 0.999843119, respectively.

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

Company Name: Dal-Tech Engineering, Inc.

By: Alan Moore Date: 12/08/03

Surveyor's Name: Alan Moore  
Registered Professional Land Surveyor  
Texas No. 5537





SCALE: 1"=100'

Δ - 36° 00' 00"  
 R - 360.00'  
 L - 226.19'  
 T - 116.97'  
 CB-N44° 52' 21"E  
 CL-222.49'

OWNER:  
 ADDISON AIRPORT  
 TOWN OF ADDISON  
 VOL. 77010, PG. 1391

INGRESS/EGRESS  
 EASEMENT

66,986 S.F., 1.538 AC.

PROPOSED  
 10' ELECTRIC  
 EASEMENT

Δ - 25° 49' 09"  
 R - 188.00'  
 L - 84.72'  
 T - 43.09'  
 CB-N39° 46' 56"E  
 CL-84.00'

Δ - 33° 18' 33"  
 R - 130.00'  
 L - 75.58'  
 T - 38.89'  
 CB-N36° 02' 14"E  
 CL-74.52'

2.222 ACRE  
 GROUND LEASE  
 TRACT TO  
 FRITO LAY INC.  
 (DATED SEPTEMBER 30, 2003)

Δ - 49° 33' 09"  
 R - 70.00'  
 L - 60.54'  
 T - 32.31'  
 CB-N44° 09' 32"E  
 CL-58.67'

Δ - 33° 18' 33"  
 R - 70.00'  
 L - 40.69'  
 T - 20.94'  
 CB-S36° 02' 14"W  
 CL-40.12'

Δ - 49° 33' 09"  
 R - 130.00'  
 L - 112.43'  
 T - 60.00'  
 CB-S44° 09' 32"W  
 CL-108.96'

Δ - 36° 00' 00"  
 R - 300.00'  
 L - 188.50'  
 T - 97.48'  
 CB-S44° 52' 21"W  
 CL-185.41'

Δ - 25° 49' 09"  
 R - 248.00'  
 L - 111.76'  
 T - 56.84'  
 CB-S39° 46' 56"W  
 CL-110.81'

POINT OF  
 COMMENCEMENT  
 (N. LINE OF GLENN  
 CURTISS ROAD.)

Δ - 01° 54' 15"  
 R - 746.30'  
 L - 24.80'  
 T - 12.40'  
 CB-S25° 45' 41"E  
 CL-24.80'

500° 39' 59"E 490.88'  
 N89° 47' 19"E 60.66'  
 S26° 42' 49"E 34.05'  
 Δ - 25° 50' 01"  
 R - 686.30'  
 L - 309.44'  
 T - 1157.40'  
 CB-S15° 47' 50"E  
 CL-308.83'

N62° 52' 21"E 18.25'

N89° 27' 21"E 202.28'

S89° 27' 21"W 202.63'

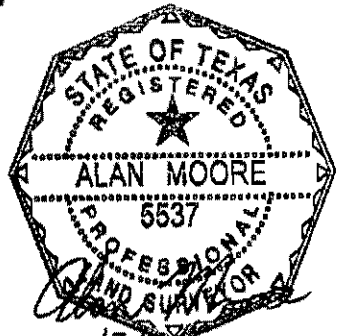
S00° 52' 49"E 60.00'

Δ - 26° 35' 00"  
 R - 360.00'  
 L - 167.03'  
 T - 85.05'  
 CB-N76° 09' 51"E  
 CL-165.53'

Δ - 26° 35' 00"  
 R - 300.00'  
 L - 139.19'  
 T - 70.87'  
 CB-S76° 09' 51"W  
 CL-137.94'

POINT OF  
 BEGINNING

ADDISON ROAD  
 (VARIABLE WIDTH PUBLICLY  
 DEDICATED RIGHT-OF-WAY)



12/8/03

EXHIBIT  
 OF AN

**INGRESS / EGRESS EASEMENT**

SITUATED IN THE  
 E. COOK SURVEY, ABSTRACT NO. 326  
 TOWN OF ADDISON, DALLAS COUNTY, TEXAS  
 FOR  
**TOWN OF ADDISON**

BY  
 DAL-TECH ENGINEERING, INC., 17311 DALLAS PKWY., SUITE 200  
 DALLAS, TEXAS 75249, TEL. (972)260-2727, FAX (972)260-4774

LEGEND:	
C.M.	CONTROL MONUMENT
○ FIR	FOUND IRON ROD
○ FIP	FOUND IRON PIPE
○ 1/2" SIR	1/2" SET IRON ROD
W/CAP	WITH A RED PLASTIC CAP STAMPED "DAL-TECH"
FPK	FOUND PK. NAIL
SPK	SET PK. NAIL

NOTE:  
 ALL BEARINGS FOR THIS TRACT REFER TO THE NAD-83 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, ACCORDING TO MEASUREMENTS MADE AT ADDISON AIRPORT GPS MONUMENT NO. 1 THE CONVERGENCE ANGLE AND COMBINED SCALE FACTOR AT GPS NO. 1 ARE 00 DEGREES 54 MINUTES 36.51684 SECONDS AND 0.999843119, RESPECTIVELY.

*E. COOK SURVEY  
 ABST. NO. 326*

P:\0330 - Addison Airport Site\03\ACCESS EASEMENT.dwg



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

# LETTER OF TRANSMITTAL

DATE	12-11-03	JOB NO.
ATTENTION		
RE:	Airport Parkway Design Supplemental Agreement #3	

TO Carmen Moran  
Town Hall

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

- Under separate cover via \_\_\_\_\_ the following items:
- Plans     Samples     Specifications
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Original of Supplemental Agreement #3 to Agreement for Engineering Services for the Relocation of Airport Parkway

**THESE ARE TRANSMITTED as checked below:**

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

**REMARKS** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**COPY TO** Mark Acevedo  
Bill Dyer  
Steve Chutchian

**SIGNED:** [Signature]

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



## SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 3, to the AGREEMENT FOR ENGINEERING SERVICES, dated July 31, 2003 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 22nd day of October, 2003.

1. Engineer shall perform the following Services:

**Topographic Survey** - We have prepared a topographic survey on the Texas State Plane Coordinate System, North Central Zone, 4202, per discussion and marked-up survey you provided to us during our meeting of July 21, 2003. This survey has been delivered in a 3-D Microstation J format and included the tying of all visible, above-ground features and topographic features, 25-foot cross-sections for a portion of the existing road as shown on said marked-up plans, and any utility lines according to plans and/or located by the various relevant utility companies. We obtained "measure-downs" (depth measurements) on any sanitary sewer manholes and storm drain inlets that were not locked or welded down and performed pipe measurements related to these features where applicable. The electronic Microstation drawing also contained contours at 1-foot intervals. A .dat, .tin, and ASCII points file was also provided along with the survey. DAL-TECH recommends a lump sum budget of \$3,174.00 for the topographic survey based on the following man-hour costs:

DESCRIPTION	HOURS	RATE	COST
2-Man Field Party	16	\$122.00	\$1,952.00
Project Coordinator	2	\$100.00	\$ 200.00
RPLS	4	\$ 84.00	\$ 336.00
Survey Technician	8	\$ 68.50	\$ 548.00
Secretary/Typist	2	\$ 44.00	\$ 88.00
Reproduction (Lump Sum)			\$ 50.00
<b>TOTAL BUDGET</b>			<b>\$ 3,174.00</b>

**ALTA/ACSM Land Title Survey of Proposed Frito Lay Lease Parcel** - We have prepared an ALTA/ACSM Land Title Survey of a 2.222-acre tract near the end of Airport Parkway. This survey shows the location of existing and proposed title lines, the location of existing and proposed easement lines, the size and location of existing features on site, the location of underground utilities, zoning regulations affecting the property, flood zone designations, and any other items required by standards related to an ALTA/ACSM Land Title Survey. DAL-TECH recommends a lump sum budget of \$4,455.00 for the ALTA/ACSM Land Title Survey based on the following man-hour costs:

DESCRIPTION	HOURS	RATE	COST
2-Man Field Party	8	\$122.00	\$ 976.00
Project Coordinator	4	\$100.00	\$ 400.00
RPLS	12	\$ 84.00	\$1,008.00
Survey Technician	24	\$ 68.50	\$1,644.00
Secretary/Typist	8	\$ 44.00	\$ 352.00
Reproduction (Lump Sum)			\$ 75.00
<b>TOTAL BUDGET</b>			<b>\$ 4,455.00</b>

**Gas Line Easement -** We have prepared an exhibit and legal description bearing an R.P.L.S. seal and signature for a new TXU Gas Easement across the site. As requested, we also marked and staked the centerline alignment for the construction of this new line. DAL-TECH recommends a lump sum budget of \$3,370.00 for the Gas Easement based on the following man-hour costs:

DESCRIPTION	HOURS	RATE	COST
2-Man Field Party	8	\$122.00	\$ 976.00
Project Coordinator	4	\$100.00	\$ 400.00
RPLS	8	\$ 84.00	\$ 672.00
Survey Technician	16	\$ 68.50	\$1,096.00
Secretary/Typist	4	\$ 44.00	\$ 176.00
Reproduction (Lump Sum)			\$ 50.00
<b>TOTAL BUDGET</b>			<b>\$ 3,370.00</b>

**Electric Easement -** We will prepare an exhibit and legal description bearing an R.P.L.S. seal and signature for a new Electric Easement across the site. As requested, we will mark and stake the centerline alignment and limits of the easement for the construction of this new line. DAL-TECH recommends a lump sum budget of \$3,370.00 for the Electric Easement based on the following man-hour costs:

DESCRIPTION	HOURS	RATE	COST
2-Man Field Party	8	\$122.00	\$ 976.00
Project Coordinator	4	\$100.00	\$ 400.00
RPLS	8	\$ 84.00	\$ 672.00
Survey Technician	16	\$ 68.50	\$1,096.00
Secretary/Typist	4	\$ 44.00	\$ 176.00
Reproduction (Lump Sum)			\$ 50.00
<b>TOTAL BUDGET</b>			<b>\$ 3,370.00</b>

**Ingress/Egress Easement** - We will prepare an exhibit and legal description bearing an R.P.L.S. seal and signature for a proposed Ingress/Egress Easement running from Addison Road to the southern portion of said proposed 2.222-acre Lease Tract. We have already spent time on this task calculating the location of the eastern end near its intersection with Addison Road based on necessary additional topographic survey data. DAL-TECH recommends a lump sum budget of \$2,258.00 for the Ingress/Egress Easement based on the following man-hour costs:

DESCRIPTION	HOURS	RATE	COST
2-Man Field Party	4	\$122.00	\$ 488.00
Project Coordinator	2	\$100.00	\$ 200.00
RPLS	4	\$ 84.00	\$ 336.00
Survey Technician	16	\$ 68.50	\$1,096.00
Secretary/Typist	2	\$ 44.00	\$ 88.00
Reproduction (Lump Sum)			\$ 50.00
<b>TOTAL BUDGET</b>			<b>\$ 2,258.00</b>

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

Changes to be incorporated into the TxDOT plans/documents and will be reflected in the interim review submittals.

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

All task listed in item one (1) will be completed within two (2) weeks of being given Notice-To-Proceed.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of \$16,627, for a total contract amount of \$78,677, payable according to the following terms:

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

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

Town of Addison  
(Owner)

Signature: Jim Pierce

Name: Jim Pierce

Title: Asst Public Wks. Director

Date: 11-20-03

HNTB Corporation  
(Engineer)

Signature: Benjamin J. Biller

Name: Benjamin J. Biller

Title: Vice President

Date: 11/20/03



ARCHITECTS ENGINEERS PLANNERS

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

December 3, 2003

Town of Addison  
16801 Westgrove Drive  
Addison, TX 75001-9010

Attn: Mr. Jim Pierce

RE: AIRPORT PARKWAY - TxDOT  
SUPPLEMENTAL AGREEMENT NO. 3

Dear Mr. Pierce:

Enclosed for your review and records is a fully executed original of Supplemental Agreement No. 3 for engineering services, for Airport Parkway - TxDOT.

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

Thank you,

HNTB CORPORATION

Erica T Bourné  
Project Administrator

Enclosures

39020

*The HNTB Companies*

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

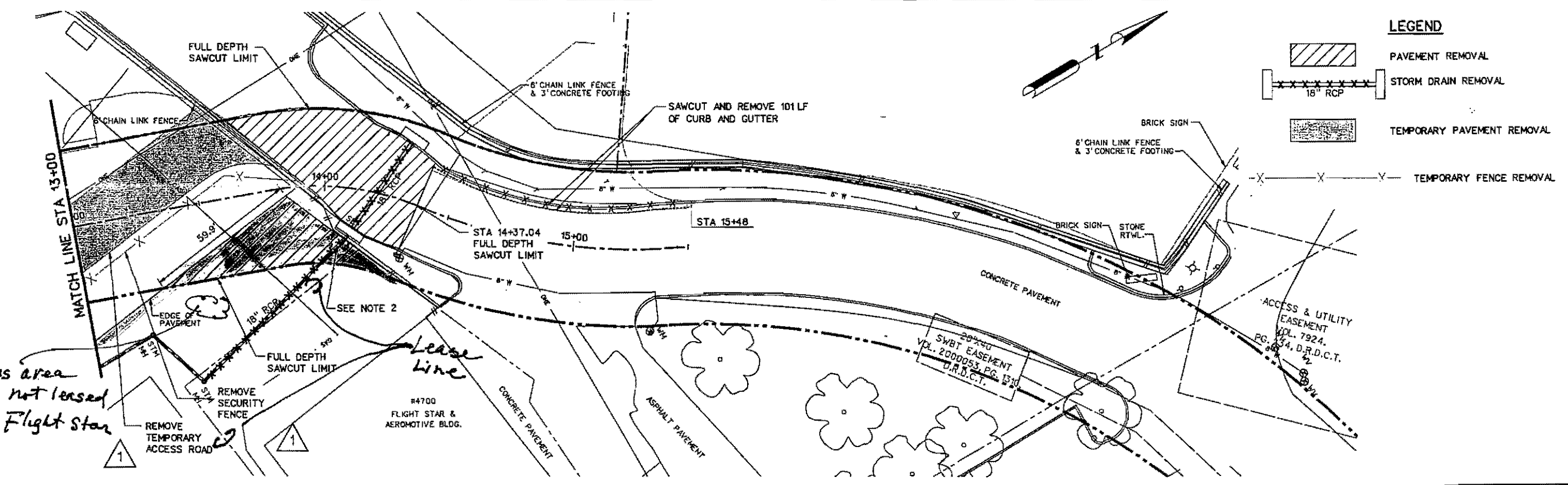
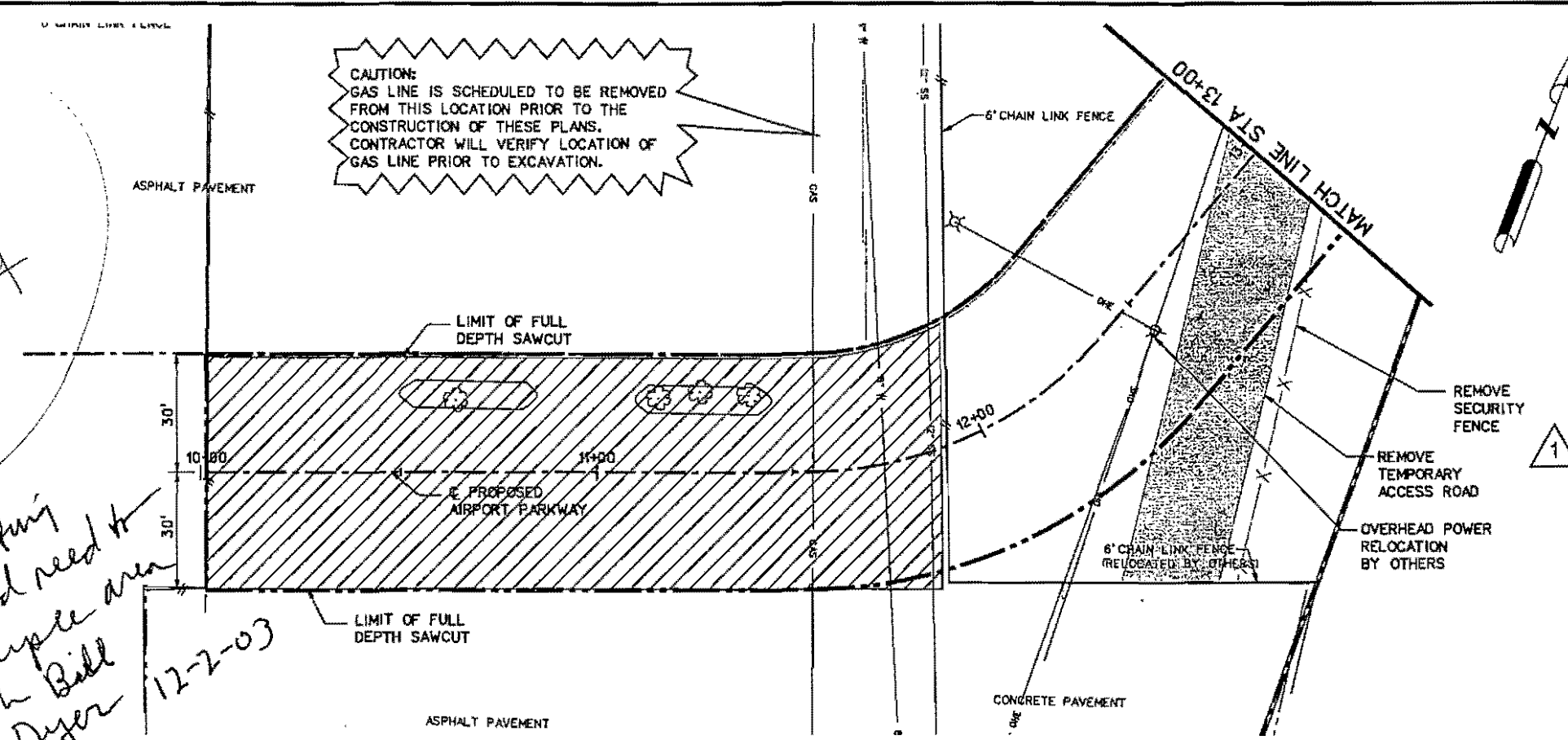
Master  
214-543-4923  
Jimmy Philpot

Discussed relocating  
aircraft and need to  
access purple area  
with Bill  
Dyer 12-2-03

CAUTION:  
GAS LINE IS SCHEDULED TO BE REMOVED  
FROM THIS LOCATION PRIOR TO THE  
CONSTRUCTION OF THESE PLANS.  
CONTRACTOR WILL VERIFY LOCATION OF  
GAS LINE PRIOR TO EXCAVATION.



- NOTE:
1. SEE NCTCOG SPECIFICATION "PREPARING RIGHT-OF-WAY" FOR DETAILS.
  2. INLETS AND PIPE REMOVAL INCLUDED IN ITEM 102 'PREPARE RIGHT-OF-WAY' AND NOT A SEPARATE PAY ITEM.
  3. CONTRACTOR TO TAKE PRECAUTIONS NOT TO DISTURB WATERLINE OR WATER METER TO FLIGHT STAR. WATERLINE SHALL REMAIN IN SERVICE TO FLIGHT STAR THROUGHOUT CONSTRUCTION.
  4. UNDERGROUND UTILITIES EXIST WITHIN AND ADJACENT TO THE LIMITS OF CONSTRUCTION. AN ATTEMPT HAS BEEN MADE TO LOCATE THESE UTILITIES ON THE PLANS. ALL EXISTING UTILITIES MAY NOT BE SHOWN ON THE PLANS, AND THE LOCATION OF THE UTILITIES SHOWN MAY VARY FROM THE LOCATION ON THE PLANS. PRIOR TO THE BEGINNING OF ANY TYPE OF EXCAVATION, THE CONTRACTOR SHALL CONTACT THE UTILITIES INVOLVED AND MAKE ARRANGEMENTS FOR THE LOCATION OF THE UTILITY ON THE GROUND. THE CONTRACTOR SHALL MAINTAIN THE UTILITY LOCATION MARKINGS UNTIL THEY ARE NO LONGER NECESSARY.
  5. SECURITY FENCE SHALL NOT BE REMOVED UNTIL PERMANENT AOA FENCING IS IN PLACE.
  6. CONTRACTOR SHALL BACKFILL TEMPORARY ACCESS ROAD AFTER REMOVAL OF GRAVEL. BACKFILL SHALL BE GRADED TO DRAIN AND SODDED. SOD SHALL MATCH GRASS TYPE OF SURROUNDING GRASS. BACKFILL AND SOD SHALL BE SUBSIDIARY TO REMOVAL OF ROAD.



**LEGEND**

- PAVEMENT REMOVAL
- STORM DRAIN REMOVAL 18" RCP
- TEMPORARY PAVEMENT REMOVAL
- TEMPORARY FENCE REMOVAL

This area  
is not leased  
by Flight Star

Lease  
Line  
#4700  
FLIGHT STAR &  
AEROMOTIVE BLDG.

NO.	DATE	REVISION	APPROV.	NO.	DATE	REVISION	APPROV.
1	10/18/03	SHEET REISSUED	JSM				

**HNTB**  
ARCHITECTS ENGINEERS PLANNERS  
The HNTB Companies

DESIGN CHECK: JSM  
DRAWN CHECK: GFS  
DATE: SEPTEMBER 2003  
SCALE:

PROJECT NO. 39020

TOWN OF ADDISON  
AIRPORT PARKWAY REALIGNMENT

REMOVAL PLAN  
STA 10+00 TO STA 15+45  
TOWN OF ADDISON, TEXAS

SHEET  
RM-1

09-067-2003 211.07  
G:\39020\Add\shereis\cpr\rm01.dgn

# PRE - CONSTRUCTION

## AIRPORT PARKWAY

PREPARED BY	PAI 10-31-03
DATE	10:00 AM

1  
2  
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22  
23  
24  
25  
26  
27  
28

<u>NAME</u>	<u>ORGANIZATION</u>	<u>PHONE</u>	<u>E-MAIL</u>
K.T. Weaver	Heaver Frostman	972-571-5222	
Eric's Layer	Weaver	972-345-5775	
<del>David Schmeckel</del>	"	"	
DAVE FOSTER	ADS	972-392-4852	david.foster@wgint.com
MARTIN LAMPKIN	JIM BOWMAN CONST LP	214-535-2804	jim@bowmanconstruction.com
Jim Bowman	JBCC	(972) 423-1313	
LISA Pyles	ADS	972-392-4855	lisa.pyles@wgint.com
ADRIAN BOWMAN	JIM BOWMAN CONST.	972-423-1313	ADRIAN@BOWMANCONSTRUCTION.COM
DAVE WILDE	TOWN OF ADDISON	972-450-2847	dawilde@ci.addison.tx.us
Steve GUTCHIAN	TOWN OF ADDISON	972-450-2886	schutchian@ci.addison.tx.us
Stephen Seidel	Town of Addison	972-450-7038	sseidel@ci.addison.tx.us
LUIS ELGUEZABAL	ADS - AIRPORT	972-392-4861	Luis.ElGueZABAL@wgint.com
Jim Pierce	Town of Addison	972-450-2879	
Bill Dyer	Addison Airport	972-392-4856	wmdyer@skubach.com
Jenny NEWLANDER	HNTB	972-661-5026	JNEWLANDER@HNTB.COM
JERRY HOLDER	HNTB	972-661-5026	JHOLDER@HNTB.COM
Tom [unclear]	Illuminations	972-428-5247	



ARCHITECTS ENGINEERS PLANNERS

5910 W Plano Parkway  
Suite 200  
Plano, Texas  
75093  
(972) 661-5626  
Fax (972) 661-5611  
www.hntb.com

October 24, 2003

Mr. Jim Pierce, P.E.  
Assistant Public Works Director  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001-9010

RE: The Re-alignment of Airport Parkway.

Dear Mr. Pierce,

Enclosed please find our Invoice Number 02-39020-DS-001 for professional services in connection with the above referenced project for the period from August 23, 2003 through September 26, 2003. The total amount due this invoice is \$26,809.20.

If any additional information is required for processing these invoices for payment, please contact Jerry Holder at (972) 661-5626.

Very Truly Yours,

HNTB CORPORATION

Benjamin J. Biller  
Vice President, Central Division

*Original of Mark Acedo  
10-29-03*

Enclosure

cc: Finance Department  
Jerry Holder - Project Manager

*The HNTB Companies*

OFFICES: ALEXANDRIA VA ANNAPOLIS MD ATLANTA GA AUSTIN TX BALTIMORE MD BOSTON MA CHARLESTON SC CHARLESTON WA CHICAGO IL CINCINNATI OH  
COLUMBUS OH DALLAS TX DENVER CO DURHAM NC ELKINS WY FT WORTH TX HARTFORD CT JACKSONVILLE FL JERSEY CITY NJ JERSEY CITY NJ  
KANSAS CITY MO KNOXVILLE TN LANSING MI LOS ANGELES CA LOUISVILLE KY MADISON WI MIAMI FL MILWAUKEE WI MINNEAPOLIS MN NASHVILLE TN NEW YORK NY  
OAKLAND CA ORANGE COUNTY CA ORLANDO FL OVRLEAF PARK IN PHILADELPHIA PA PORTLAND ME PORTLAND OR RALEIGH NC ST LOUIS MO SALT LAKE CITY UT





ARCHITECTS ENGINEERS PLANNERS

October 24, 2003

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

In Account With:

HNTB CORPORATION  
5910 W. Plano Parkway, Suite 200  
Plano, Texas 75093

REMITTANCE ADDRESS: P.O. BOX 802741 - KANSAS CITY, MISSOURI 64180-2741

Invoice No. 02-39020-DS-001

Contract Maximum:

\$44,682.00

For professional services related to the preparation of plans and specifications for bidding and construction of the re-alignment of Airport Parkway from Addison Road to its termination point ~~on the Addison point~~ on the Addison Airport per Agreement dated July 31, 2003.

DS - 001                      \$    44,682.00

85.00% Complete

85.00% x \$44,682.00

\$            37,979.70

Less Previously Invoiced: 11,170.50

\$            26,809.20

**TOTAL AMOUNT DUE THIS INVOICE: \$            26,809.20**

*ok to pay*  
*J. Rubin*  
*10-29-03*

approved  
10-28-03

DATE SUBMITTED: \_\_\_\_\_  
FOR COUNCIL MEETING: \_\_\_\_\_

**Council Agenda Item:** \_\_\_\_\_

**SUMMARY:**

This item is for the award of contract to Jim Bowman Construction Company, L.P., in the amount of \$223,820.00, for the Airport Parkway Realignment Project.

**FINANCIAL IMPACT:**

Budgeted Amount:   Unbudgeted  
Cost:                   \$223,820.00  
Funding Source:     Airport Fund

**BACKGROUND:**

In conjunction with the proposed Frito Lay Improvements at the Addison Airport, a portion of Airport Parkway, currently west of Addison Road and south of the existing airport administration building, must be realigned. The new Frito Lay facilities will be located within the existing alignment of the roadway. The firm of HNTB Corporation prepared engineering plans and specifications for construction of these improvements.

Attached is a bid tabulation for this project. The bid proposal for construction was structured to provide an incentive/disincentive method of bidding the improvements. Specifically, each bid submitted was required to consist of two parts whereby:

- a.     The Contractor submits a standard bid (A), which is the summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices.
- b.     In addition, the Contractor submits a time bid (B), which is the product of the number of calendar days required to construct the project, determined by the Contractor, and Daily Value established by the Town. The Daily Value was established in the contract at \$250.00. The number of calendar days is intended to include inclement weather, holidays, etc.

The lowest bid (Total) for award of the contract was determined as the lowest sum of the standard bid (A) plus time bid (B). The contract establishes the actual contract amount for payment to the successful contractor to be the value indicated in the standard bid (A). Also included in the bidding process was a provision whereby the Contractor is awarded an incentive payment if construction is completed prior to the number of calendar days he submitted. The total amount of the incentive is the product of the Daily Value (\$250) and number of days the Contractor completes the project prior to the established contract time. Accordingly, the contract provides for a disincentive amount to be established

based on the product of the Daily Value (\$250) and amount of time that the Contractor exceeds the established contract time. The total incentive payment cannot exceed \$5,000.00. However, there is no limit to the amount of disincentive reduction from the Contractor's final payment that the Town will impose for going over the contract time limit.

Six bids were received for this project. Jim Bowman Construction Company, L.P. submitted the lowest Total bid (A + B), in the amount of \$245,070.00 and 85 calendar days. The actual amount of the standard bid (A) recommended for award is \$223,820.00. This amount is within the engineering estimate of \$262,305.00. The Contractor, Jim Bowman Construction Company, L.P. has successfully performed several similar construction projects for the Town of Addison at a high level of performance.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to enter into a contract with Jim Bowman Construction Company, L.P., in the amount of \$223,820.00, for the Airport Parkway Realignment Project.

#20-2

**Airport Parkway Realignment**

**BID NO 03-31**

**DUE: October 16, 2003**

**3:00 PM**

BIDDER	SIGNED	Bid Bond	a1	a2	a3	(A) Standard Bid	calendar days	(B) calendar Days x 250	Total (A+B)
Rycon	Y	Y	Y	Y	Y	238,345.00	60	15,000.00	253,345.00
Jim Bowman	Y	Y	Y	Y	Y	226,820.00	85	21,250.00	248,070.00
Rebcon	Y	Y	Y	Y	Y	287,907.00	90	22,500.00	260,407.00
Gibson & Assis.	Y	Y	Y	Y	Y	245,285.76	70	17,500.00	262,785.76
Constructors	Y	Y	Y	Y	Y	401,408.71	75	18,750.00	420,158.71
Ed A Wilson	Y	Y	Y	Y	Y	226,034.00	80	20,000.00	246,034.00

*Miranda Smith*

Miranda Smith, Purchasing Coordinator

*Cory Gayden*

Cory Gayden, Witness

**BID SCHEDULE I  
ROADWAY IMPROVEMENTS  
AIRPORT PARKWAY REALIGNMENT**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	ENGINEER'S ESTIMATE		BID 1		BID2		BID 3		
			UNIT PRICE	EST. QTY.	AMOUNT BID	UNIT PRICE	RYCON	UNIT PRICE	Bowman	UNIT PRICE	REBCON
101	Mobilization	L.S.	\$ 25,000.00	1	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,800.00	\$ 19,800.00	\$ 23,000.00	\$ 23,000.00
102	Prepare right-of-way	L.S.	\$ 15,000.00	1	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 5,000.00	\$ 37,000.00	\$ 37,000.00
103	Full depth sawcut existing pavement	L.F.	\$ 3.00	755	\$ 2,265.00	\$ 5.00	\$ 3,775.00	\$ 1.50	\$ 1,132.50	\$ 2.00	\$ 1,510.00
104	Remove and dispose of existing pavement, including curb	S.Y.	\$ 6.00	1,650	\$ 9,900.00	\$ 10.00	\$ 16,500.00	\$ 9.50	\$ 15,675.00	\$ 6.00	\$ 9,900.00
105	Unclassified street excavation	C.Y.	\$ 9.50	500	\$ 4,750.00	\$ 8.00	\$ 4,000.00	\$ 17.80	\$ 8,900.00	\$ 12.00	\$ 6,000.00
106	Embankment	C.Y.	\$ 14.00	100	\$ 1,400.00	\$ 10.00	\$ 1,000.00	\$ 38.50	\$ 3,850.00	\$ 8.00	\$ 800.00
107	10" Thick reinforced concrete pavement, 4,000 psi @ 20 days	S.Y.	\$ 44.00	2,800	\$ 123,200.00	\$ 40.00	\$ 112,000.00	\$ 45.50	\$ 127,400.00	\$ 39.00	\$ 109,200.00
108	Furnish and install 10" recessed curb inlets	EA	\$ 3,000.00	2	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,410.00	\$ 4,820.00	\$ 2,800.00	\$ 5,600.00
109	Class III 18" RCP storm drain pipe, including fittings	L.F.	\$ 65.00	108	\$ 7,020.00	\$ 35.00	\$ 3,780.00	\$ 48.00	\$ 5,184.00	\$ 80.00	\$ 8,640.00
110	Remove and relocate roadside sign	EA	\$ 500.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -
111	15 MPH Speed Limit Sign (R2-1)	EA	\$ 500.00	2	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 225.00	\$ 450.00	\$ 250.00	\$ 500.00
112	File Lane striping	L.F.	\$ 2.00	1,100	\$ 2,200.00	\$ 4.00	\$ 4,400.00	\$ 1.00	\$ 1,100.00	\$ 1.10	\$ 1,210.00
113	Solid Sodding	S.Y.	\$ 1.00	900	\$ 900.00	\$ 4.00	\$ 3,600.00	\$ 2.50	\$ 2,250.00	\$ 3.00	\$ 2,700.00
114	Furnish, install, maintain, and remove #12 fence	L.F.	\$ 2.50	300	\$ 750.00	\$ 5.00	\$ 1,500.00	\$ 1.25	\$ 375.00	\$ 2.60	\$ 780.00
115	Inlet Protection (Drop)	EA	\$ 100.00	2	\$ 200.00	\$ 100.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 100.00	\$ 200.00
116	Irrigation Conduit, 4" SCH 40 PVC	L.F.	\$ 5.00	114	\$ 570.00	\$ 10.00	\$ 1,140.00	\$ 6.00	\$ 684.00	\$ 6.00	\$ 684.00
117	Furnish, install Security Gate with Access Control Panel	L.S.	\$ 15,000.00	1	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,000.00	\$ 6,000.00
118	AOA Security Fence	L.F.	\$ 25.00	300	\$ 7,500.00	\$ 25.00	\$ 7,500.00	\$ 15.00	\$ 4,500.00	\$ 20.00	\$ 6,000.00
119	Remove and Dispose of Temporary Road	L.S.	\$ 7,600.00	1	\$ 7,600.00	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00
120	Remove and Dispose of Security Fence	L.F.	\$ 10.00	195	\$ 1,950.00	\$ -	\$ -	\$ 5.00	\$ 975.00	\$ 7.00	\$ 1,365.00
121	Class III 12" RCP Storm Drain Pipe	L.F.	\$ 50.00	95	\$ 4,750.00	\$ -	\$ -	\$ 40.00	\$ 3,800.00	\$ 60.00	\$ 4,750.00
122	Furnish, install, maintain and remove 20-foot Security Gate	EA	\$ 10,000.00	1	\$ 10,000.00	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00
123	Conduit, 2" SCH 40 PVC	L.F.	\$ 6.00	600	\$ 3,600.00	\$ -	\$ -	\$ 2.92	\$ 1,752.00	\$ 5.20	\$ 3,120.00
124	Foundation, 30' Street Light Pole	EA	\$ 1,500.00	4	\$ 6,000.00	\$ -	\$ -	\$ 460.00	\$ 1,840.00	\$ 800.00	\$ 3,200.00
125	Ground Mounted Pull Box, Type A	EA	\$ 500.00	3	\$ 1,500.00	\$ 250.00	\$ 750.00	\$ 293.00	\$ 759.00	\$ 360.00	\$ 1,080.00
126	Cable, insulated, #8 AWG	L.F.	\$ 5.00	660	\$ 3,300.00	\$ 20.00	\$ 13,200.00	\$ 1.25	\$ 825.00	\$ 0.55	\$ 363.00
127	Bare #8 AWG	L.F.	\$ 5.00	330	\$ 1,650.00	\$ 15.00	\$ 4,950.00	\$ 0.45	\$ 148.50	\$ 0.50	\$ 165.00
					\$ 262,305.00		\$ 228,295.00		\$ 223,820.00		\$ 237,907.00

Bid Schedule & Description	ENGINEER'S ESTIMATE		BID 1		BID2		BID 3	
	Total Amount	Materials & Services	RYCON		Bowman		REBCON	
<b>TOTAL BID FOR SCHEDULE I</b>								
= TOTAL OF STANDARD BID (A): \$	\$262,305.00		\$ 228,295.00		\$ 223,820.00		\$ 237,907.00	
<b>TOTAL OF TIME BID:</b>	0	(Calendar Days)	60		85		90	
<b>TOTAL OF CALENDAR DAYS x \$250.00 (B):</b>			\$ 15,000.00		\$ 21,250.00		\$ 22,500.00	
<b>BASIS FOR COMPARISON OF BIDS:</b>								
(A) + (B) = TOTAL BID:	\$262,305.00		\$ 243,295.00		\$ 245,070.00		\$ 260,407.00	

**BID SCHEDULE I  
ROADWAY IMPROVEMENTS  
AIRPORT PARKWAY REALIGNMENT**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	ENGINEERS ESTIMATE		BID 1		BID 2		BID 3		BID 4		BID 5		BID 6		
			UNIT PRICE	EST. QTY.	AMOUNT BID	UNIT PRICE	RYCON	UNIT PRICE	Bowman	UNIT PRICE	REBCON	UNIT PRICE	GIBSON & ASST	UNIT PRICE	CONSTRUCTORS	UNIT PRICE	ED A WILSON
101	Mobilization	L.S.	\$ 25,000.00	1	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 19,600.00	\$ 19,600.00	\$ 23,000.00	\$ 23,000.00	\$ 42,032.50	\$ 42,032.50	\$ 107,580.75	\$ 10,000.00	\$ 10,000.00	
102	Prepare right-of-way	L.S.	\$ 15,000.00	1	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 37,000.00	\$ 37,000.00	\$ 6,600.00	\$ 6,600.00	\$ 50,575.00	\$ 5,000.00	\$ 5,000.00	
103	Full depth sawcut existing pavement	L.F.	\$ 3.00	755	\$ 2,265.00	\$ 5.00	\$ 3,775.00	\$ 1.50	\$ 1,132.50	\$ 2.00	\$ 1,510.00	\$ 2.00	\$ 1,510.00	\$ 2.23	\$ 1,683.65	\$ 3.00	\$ 2,265.00
104	Remove and dispose of existing pavement, including curb	S.Y.	\$ 6.00	1,650	\$ 9,900.00	\$ 10.00	\$ 16,500.00	\$ 9.50	\$ 15,675.00	\$ 6.00	\$ 9,900.00	\$ 5.67	\$ 9,385.50	\$ 2.20	\$ 3,630.00	\$ 5.50	\$ 9,075.00
105	Unclassified street excavation	C.Y.	\$ 9.50	500	\$ 4,750.00	\$ 8.00	\$ 4,000.00	\$ 17.80	\$ 8,900.00	\$ 12.00	\$ 6,000.00	\$ 14.03	\$ 7,015.00	\$ 16.50	\$ 8,250.00	\$ 13.50	\$ 6,750.00
106	Embankment	C.Y.	\$ 14.00	100	\$ 1,400.00	\$ 10.00	\$ 1,000.00	\$ 38.50	\$ 3,850.00	\$ 6.00	\$ 600.00	\$ 4.90	\$ 490.00	\$ 16.50	\$ 1,650.00	\$ 15.00	\$ 1,500.00
107	10" Thick reinforced concrete pavement, 4,000 psi @ 28 days	S.Y.	\$ 44.00	2,800	\$ 123,200.00	\$ 40.00	\$ 112,000.00	\$ 45.50	\$ 127,400.00	\$ 39.00	\$ 109,200.00	\$ 42.25	\$ 118,300.00	\$ 54.47	\$ 152,516.00	\$ 50.00	\$ 140,000.00
108	Furnish and install 10' recessed curb inlet	EA	\$ 3,000.00	2	\$ 6,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,410.00	\$ 4,820.00	\$ 2,800.00	\$ 5,600.00	\$ 2,860.00	\$ 5,720.00	\$ 2,651.00	\$ 5,302.00	\$ 2,250.00	\$ 4,500.00
109	Class III 18" RCP storm drain pipe, including fittings	L.F.	\$ 65.00	108	\$ 7,020.00	\$ 35.00	\$ 3,780.00	\$ 48.00	\$ 5,184.00	\$ 60.00	\$ 6,480.00	\$ 61.80	\$ 6,652.80	\$ 94.72	\$ 10,229.76	\$ 70.00	\$ 7,560.00
110	Remove and relocate roadside sign	EA	\$ 500.00	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 1,700.00	\$ -	\$ -	
111	15 MPH Speed Limit Sign (R2-1)	EA	\$ 500.00	2	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 225.00	\$ 450.00	\$ 250.00	\$ 500.00	\$ 275.00	\$ 550.00	\$ 880.00	\$ 1,760.00	\$ 300.00	\$ 600.00
112	Fire Lane striping	L.F.	\$ 2.00	1,100	\$ 2,200.00	\$ 4.00	\$ 4,400.00	\$ 1.00	\$ 1,100.00	\$ 1.10	\$ 1,210.00	\$ 1.03	\$ 1,133.00	\$ 0.22	\$ 242.00	\$ 0.90	\$ 990.00
113	Solid Sodding	S.Y.	\$ 1.00	900	\$ 900.00	\$ 4.00	\$ 3,600.00	\$ 2.50	\$ 2,250.00	\$ 3.00	\$ 2,700.00	\$ 3.30	\$ 2,970.00	\$ 13.13	\$ 11,817.00	\$ 5.00	\$ 4,500.00
114	Furnish, install, maintain, and remove silt fence	L.F.	\$ 2.50	300	\$ 750.00	\$ 5.00	\$ 1,500.00	\$ 1.25	\$ 375.00	\$ 2.60	\$ 780.00	\$ 1.38	\$ 414.00	\$ 3.16	\$ 948.00	\$ 4.00	\$ 1,200.00
115	Inlet Protection (Drop)	EA	\$ 100.00	2	\$ 200.00	\$ 100.00	\$ 200.00	\$ 75.00	\$ 150.00	\$ 100.00	\$ 200.00	\$ 82.50	\$ 165.00	\$ 82.50	\$ 165.00	\$ 200.00	\$ 400.00
116	Irrigation Conduit, 4" SCH 40 PVC	L.F.	\$ 5.00	114	\$ 570.00	\$ 10.00	\$ 1,140.00	\$ 6.00	\$ 684.00	\$ 6.00	\$ 684.00	\$ 5.39	\$ 614.46	\$ 5.50	\$ 627.00	\$ 6.00	\$ 684.00
117	Furnish, install Security Gate with Access Control Panel	L.S.	\$ 15,000.00	1	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,105.00	\$ 6,105.00	\$ 8,140.00	\$ 1,500.00	\$ 1,500.00	
118	ADA Security Fence	L.F.	\$ 25.00	300	\$ 7,500.00	\$ 25.00	\$ 7,500.00	\$ 15.50	\$ 4,650.00	\$ 20.00	\$ 6,000.00	\$ 14.85	\$ 4,455.00	\$ 15.40	\$ 4,620.00	\$ 25.00	\$ 7,500.00
119	Remove and Dispose of Temporary Road	L.S.	\$ 7,500.00	1	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 8,800.00	\$ 8,800.00	\$ 2,860.00	\$ 2,860.00	\$ 2,000.00	
120	Remove and Dispose of Security Fence	L.F.	\$ 10.00	195	\$ 1,950.00	\$ -	\$ 5.00	\$ 875.00	\$ 7.00	\$ 1,365.00	\$ 5.50	\$ 1,072.50	\$ 11.00	\$ 2,145.00	\$ 5.00	\$ 975.00	
121	Class III 12" RCP Storm Drain Pipe	L.F.	\$ 50.00	95	\$ 4,750.00	\$ -	\$ 40.00	\$ 3,800.00	\$ 50.00	\$ 4,750.00	\$ 49.50	\$ 4,702.50	\$ 77.00	\$ 7,315.00	\$ 40.00	\$ 3,800.00	
122	Furnish, install, maintain and remove 20-foot Security Gate	EA	\$ 10,000.00	1	\$ 10,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 8,700.00	\$ 8,700.00	\$ 12,760.00	\$ 12,760.00	\$ 1,000.00	\$ 1,000.00	
123	Conduit, 2" SCH 40 PVC	L.F.	\$ 5.00	600	\$ 3,000.00	\$ -	\$ 2.92	\$ 1,752.00	\$ 5.20	\$ 3,120.00	\$ 5.23	\$ 3,138.00	\$ 4.57	\$ 2,742.00	\$ 8.00	\$ 4,800.00	
124	Foundation, 30' Street Light Pole	EA	\$ 1,500.00	4	\$ 6,000.00	\$ -	\$ 480.00	\$ 1,840.00	\$ 800.00	\$ 3,200.00	\$ 797.50	\$ 3,190.00	\$ 764.50	\$ 3,058.00	\$ 2,000.00	\$ 8,000.00	
125	Ground Mounted Pull Box, Type A	EA	\$ 500.00	3	\$ 1,500.00	\$ 250.00	\$ 750.00	\$ 253.00	\$ 759.00	\$ 360.00	\$ 1,080.00	\$ 357.50	\$ 1,072.50	\$ 82.50	\$ 247.50	\$ 650.00	\$ 1,950.00
126	Cable, insulated, #8 AWG	L.F.	\$ 5.00	660	\$ 3,300.00	\$ 20.00	\$ 13,200.00	\$ 1.25	\$ 825.00	\$ 0.55	\$ 363.00	\$ 0.55	\$ 363.00	\$ 0.55	\$ 363.00	\$ 1.50	\$ 990.00
127	Bar #8 AWG	L.F.	\$ 5.00	330	\$ 1,650.00	\$ 15.00	\$ 4,950.00	\$ 0.45	\$ 148.50	\$ 0.50	\$ 165.00	\$ 0.50	\$ 165.00	\$ 0.55	\$ 181.50	\$ 1.50	\$ 495.00
					\$ 262,305.00		\$ 228,295.00		\$ 223,820.00		\$ 237,907.00		\$ 245,285.76		\$ 401,408.16		\$ 228,034.00

High Bid	Ave Bid	Low Bid
\$ 107,580.75	\$ 36,202.21	\$ 10,000.00
\$ 50,575.00	\$ 18,029.17	\$ 5,000.00
\$ 6.00	\$ 2.62	\$ 1.50
\$ 10.00	\$ 6.48	\$ 2.20
\$ 17.80	\$ 13.84	\$ 8.00
\$ 38.50	\$ 15.15	\$ 4.90
\$ 54.47	\$ 45.20	\$ 39.00
\$ 2,860.00	\$ 2,578.50	\$ 2,250.00
\$ 94.72	\$ 61.65	\$ 35.00
\$ 1,700.00	\$ 416.67	\$ -
\$ 880.00	\$ 405.00	\$ 225.00
\$ 4.00	\$ 1.38	\$ 0.22
\$ 13.13	\$ 5.16	\$ 2.50
\$ 5.00	\$ 2.90	\$ 1.25
\$ 200.00	\$ 106.67	\$ 75.00
\$ 10.00	\$ 6.48	\$ 5.39
\$ 8,140.00	\$ 5,290.83	\$ 1,500.00
\$ 25.00	\$ 19.29	\$ 14.85
\$ 15,000.00	\$ 6,026.67	\$ 2,000.00
\$ 11.00	\$ 6.70	\$ 5.00
\$ 77.00	\$ 51.30	\$ 40.00
\$ 12,760.00	\$ 5,592.00	\$ 1,000.00
\$ 8.00	\$ 5.18	\$ 2.92
\$ 2,000.00	\$ 964.40	\$ 460.00
\$ 650.00	\$ 325.50	\$ 82.50
\$ 20.00	\$ 4.07	\$ 0.55
\$ 15.00	\$ 3.08	\$ 0.45

Bid Schedule & Description	ENGINEERS ESTIMATE	BID 1	BID 2	BID 3	BID 4	BID 5	BID 6
	Total Amount Materials & Services	RYCON	Bowman	REBCON	GIBSON & ASST	CONSTRUCTORS	ED A WILSON
<b>TOTAL BID FOR SCHEDULE I</b>							
= TOTAL OF STANDARD BID (A): \$	\$262,305.00	\$ 228,295.00	\$ 223,820.00	\$ 237,907.00	\$ 245,285.76	\$ 401,408.16	\$ 228,034.00
<b>TOTAL OF TIME BID:</b>	0 (Calendar Days)	60	85	90	70	75	80
<b>TOTAL OF CALENDAR DAYS x \$250.00 (B):</b>		\$ 15,000.00	\$ 21,250.00	\$ 22,500.00	\$ 17,500.00	\$ 18,750.00	\$ 20,000.00
<b>BASIS FOR COMPARISON OF BIDS:</b>							
(A) + (B) = TOTAL BID:	\$262,305.00	\$ 243,295.00	\$ 245,070.00	\$ 260,407.00	\$ 262,785.76	\$ 420,158.16	\$ 248,034.00

## Jim Pierce

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**From:** Mike Murphy  
**Sent:** Tuesday, October 28, 2003 3:13 PM  
**To:** Jim Pierce  
**Subject:** FW: Airport Pkwy. Realignement Bids

### *Mike*

Michael E. Murphy, PE  
Director of Public Works  
(972) 450-2878 Work  
(214) 215-5280 Mobile  
(972) 450-2837 Fax

*E-Mail: mmurphy@ci.addison.tx.us*

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

**From:** Steve Chutchian  
**Sent:** Tuesday, October 28, 2003 12:46 PM  
**To:** Mario Canizares  
**Cc:** Mike Murphy  
**Subject:** Airport Pkwy. Realignement Bids

Mario:

Mike Murphy asked me to email an explanation of the bids received on the Airport Pkwy. Realignement project. When bids were received, Rycon was called out as other than the low bidder for the A + B total. This was based on total amounts written into the "total" portion of the bid proposal. Our Finance Dept. prepared a summary sheet of the bids, and it reflected the fact that Jim Bowman was the apparent low bidder for the A + B combination. However, Rycon failed to write in bid amounts for 5 individual line items in the proposal. This action automatically makes their bid subject to disqualification. Unfortunately, the Excel spreadsheet program did not know that there should have been bid amounts included on the 5 line items. So, it automatically totalled the remaining bid for Rycon without these items included and the resulting detailed bid for the A + B appeared to make Rycon the low bidder. In fact, Jim Bowman is the true low bidder and it is reflected in the summary bid tabulation that is included in the Council packet. Should you have any questions, please let me know. Thanks.

Steve Chutchian

**SECTION PF**  
**PROPOSAL FORM**

10-16, 2003

TO: The Honorable Mayor and Town Council  
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work; proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed By: \_\_\_\_\_



**ACKNOWLEDGEMENT OF ADDENDA:**

The Bidder acknowledges receipt of the following addenda:

Addendum No. 1 Dated: 10-01-03

Addendum No. 2 Dated: 10-10-03

Addendum No. 3 Dated: 10-14-03

Addendum No. 4 Dated: \_\_\_\_\_

Addendum No. 5 Dated: \_\_\_\_\_

Addendum No. 6 Dated: \_\_\_\_\_



PROPOSAL FORM

Place CITY OF ADDISON  
Date 10-16-03

Proposal of RYCON INC  
a Corporation  
organized and existing under the laws of the State of TEXAS

OR

Proposal of \_\_\_\_\_  
a partnership consisting of \_\_\_\_\_  
and \_\_\_\_\_

OR

Proposal of \_\_\_\_\_  
an individual trading as \_\_\_\_\_

OR

Proposal of \_\_\_\_\_  
a Joint Venture consisting of \_\_\_\_\_  
and \_\_\_\_\_

TO: Town of Addison, Texas

Sealed bids addressed to the Town of Addison, Texas, for the Construction of Paving Improvements for the AIRPORT PARKWAY REALIGNMENT for the Town of Addison, Texas, hereinafter called "Town", in accordance with the plans, specifications and contract documents prepared by HNTB Corporation, will be received at the office of Ms. Minok Suh, Purchasing Coordinator, Finance Building, 5350 Belt Line Road, Addison, Texas until **3:00 p.m. on the 16<sup>th</sup> day of October, 2003.** Bids received by the appointed time will be opened and read aloud. Any bids received after stated time will be returned unopened.

The undersigned Bidder, having visited the site of the work, having examined the Plans, Specifications, and other Contract Documents, including all Addenda, and being familiar with all of the conditions relating to the proposed project, hereby proposes to furnish all material, supplies, equipment, and appliances specified for the project and to furnish all labor, tools, equipment and incidentals to complete the work in accordance with the Specifications, and other Contract Documents at and for the unit prices proposed herein:

**BID SCHEDULE I**  
**ROADWAY IMPROVEMENTS**  
**AIRPORT PARKWAY REALIGNMENT**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
101	Mobilization	L.S.			
	Complete In Place, for the Sum of <i>Fifteen Thousand</i> Dollars and <i>0</i> Cents per unit		<i>15000</i>		<i>15000</i>
102	Prepare right-of-way	L.S.			
	Complete In Place, for the Sum of <i>Ten Thousand</i> Dollars and <i>0</i> Cents per unit		<i>10000</i>		<i>10000</i>
103	Full depth sawcut existing pavement	S.F.		755	
	Complete In Place, for the Sum of <i>Five</i> Dollars and <i>0</i> Cents per unit		<i>5</i>		<i>3755</i>
104	Remove and dispose of existing pavement including curb	S.Y.		1650	
	Complete In Place, for the Sum of <i>Ten</i> Dollars and <i>0</i> Cents per unit		<i>10</i>		<i>16500</i>
105	Unclassified street excavation	C.Y.		500	
	Complete In Place, for the Sum of <i>Eight</i> Dollars and <i>0</i> Cents per unit		<i>8</i>		<i>4000</i>
106	Embankment	C.Y.		100	
	Complete In Place, for the Sum of <i>Ten</i> Dollars and <i>0</i> Cents per unit		<i>10</i>		<i>1000</i>

**ROADWAY IMPROVEMENTS  
AIRPORT PARKWAY REALIGNMENT**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
107	10" Thick reinforced concrete pavement (4000 psi) @ 28 days	S.Y.		2,800	
	Complete in Place, for the Sum of <u>Forty</u> Dollars and <u>0</u> Cents per unit		40		112,000
108	Furnish and install 10" recessed curb and let	EA		2	
	Complete in Place, for the Sum of <u>Twenty five hundred</u> Dollars and <u>0</u> Cents per unit		2500		5000
109	Glass 11/8" RCP storm drain pipe including fittings	LF		108	
	Complete in Place, for the Sum of <u>thirty five</u> Dollars and <u>0</u> Cents per unit		35		3780
110	Remove and relocate roadside sign	EA		0	
	Complete in Place, for the Sum of Dollars and Cents per unit		0		0
111	45 MPH Speed Limit Sign (R2-1)	EA		2	
	Complete in Place, for the Sum of <u>Five hundred</u> Dollars and <u>0</u> Cents per unit		500		1000
112	Fire Lane striping	LF		1100	
	Complete in Place, for the Sum of <u>four</u> Dollars and <u>0</u> Cents per unit		4		4400

**ROADWAY IMPROVEMENTS  
AIRPORT PARKWAY REALIGNMENT**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT - BID
113	Solid Sodding	S.Y.		900	
	Complete in Place, for the Sum of <u>Four</u> Dollars and <u>0</u> Cents per unit		4		3600
114	Furnish, install, maintain, and remove silt fence	L.F.		300	
	Complete in Place, for the Sum of <u>Five</u> Dollars and <u>0</u> Cents per unit		5		1500
115	Inlet Protection (Drop)	E.A.		2	
	Complete in Place, for the Sum of <u>One hundred</u> Dollars and <u>0</u> Cents per unit		100		200
116	Irrigation Conduit, 4" SCH 40 PVC	L.F.		114	
	Complete in Place, for the Sum of <u>Ten</u> Dollars and <u>0</u> Cents per unit		10		1174
117	Furnish, Install Security Gate with Access Control Panel	L.S.			
	Complete in Place, for the Sum of <u>Four thousand</u> Dollars and <u>0</u> Cents per unit		4000		4000
118	AOA Security Fence	L.F.		300	
	Complete in Place, for the Sum of <u>Twenty five</u> Dollars and <u>0</u> Cents per unit		25		7500

**ROADWAY IMPROVEMENTS  
AIRPORT PARKWAY REALIGNMENT**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
125	Ground Mounted Pull Box, Type A	EA		3	
	Complete in Place, for the Sum of <u>Two hundred fifty</u> Dollars and <u>00</u> Cents per unit		<u>250</u>		<u>750</u>
126	Cable, Insulated #8 AWG	LF		660	
	Complete in Place, for the Sum of <u>Twenty</u> Dollars and <u>00</u> Cents per unit		<u>20</u>		<u>13200</u>
127	Bare #8 AWG	LF		330	
	Complete in Place, for the Sum of <u>Fifteen</u> Dollars and <u>00</u> Cents per unit		<u>15</u>		<u>4950</u>

TOTAL AMOUNT BID FOR MATERIALS AND SERVICES, ITEMS 101 THROUGH 127, INCLUSIVE

\$ 238345

Two hundred thirty eight thousand  
(Words) three hundred forty five Dollars and  
00 Cents

**BID SCHEDULE SUMMARY  
AIRPORT PARKWAY REALIGNMENT**

<b>Bid Schedule &amp; Description</b>	<b>Total Amount Materials &amp; Services</b>
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**I. Roadway Improvements**

TOTAL BID FOR SCHEDULE I  
= TOTAL OF STANDARD BID (A): \$ 238,345

WRITTEN IN WORDS: \_\_\_\_\_

TOTAL OF TIME BID: 60 (Calendar Days)

TOTAL OF CALENDAR DAYS x \$250.00 (B): 15000

BASIS FOR COMPARISON OF BIDS:  
(A) + (B) = TOTAL BID: 253,345

**NOTES:**

1. All items, labor, materials, equipment, facilities, incidentals, and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid.
2. Prices must be shown in words and figures for each item listed in this proposal. In the event of discrepancy, the words shall control.
3. It is understood that the Bid Security shall be collected and retained by the Owner as liquidated damages in the event a contract is made by the Owner based on this proposal within ninety (90) calendar days after receiving bids and the undersigned fails to execute the contract and required bonds within ten (10) days from the date the Contractor is notified and has received the conformed documents. After this period, if the contract has been executed and the required bonds have been submitted, the said Bid Security shall be returned to the undersigned upon demand.
4. One contract will be awarded based on the total value of item I (A), plus (B).

Bidder's Tax I.D. No. or Employer No. 152940340

**ROADWAY IMPROVEMENTS  
AIRPORT PARKWAY REALIGNMENT**

ITEM NO.	DESCRIPTION & UNIT PRICE IN WORDS	UNIT	UNIT PRICE	EST. QTY.	AMOUNT BID
119	Remove and Dispose of Temporary Road	L.S.		1	
	Complete in Place, for the Sum of <u>    Fifteen Thousand    </u> Dollars and <u>    0    </u> Cents per unit		15000		15000
120	Remove and Dispose of Security Fence	L.F.		195	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
121	Class III 12" RCP Storm Drain Pipe	L.F.		95	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
122	Furnish, Install, Maintain, and Remove 20-foot Security Gate	E.A.			
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
123	Conduit 2" SCH 40 PVC	L.F.		600	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				
124	Foundation 30" Street Light Pole	E.A.		24	
	Complete in Place, for the Sum of _____ Dollars and _____ Cents per unit				

The undersigned Bidder agrees that this bid may not be withdrawn for a period of sixty (60) days after the opening of the bids.

In submitting this bid, it is understood by the undersigned Bidder that the right is reserved by the Town of Addison to reject any and all bids.

RYCON INC  
Name of Bidder

By: Alvin J. Kelley  
(Signature)

DENNIS R GUILLOT-Agent  
(Print Name and Title)

Witness: Sheng A. Capeland  
(Signature)

2200 MAIN ST. DALLAS TX 75201  
(Office Address of Bidder)

Bidder's Tax I.D. No. or Employer No. 7529400340

SEAL (If Bidder is a Corporation)

NOTES: Sign in ink. Do not detach.

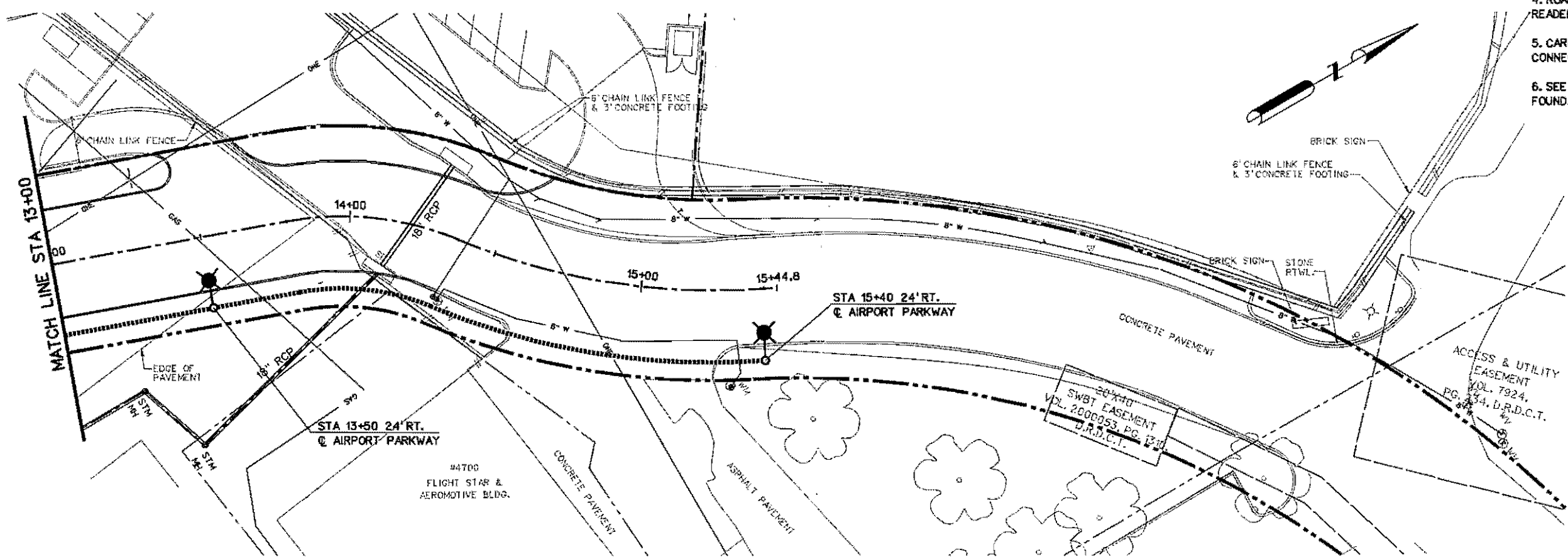
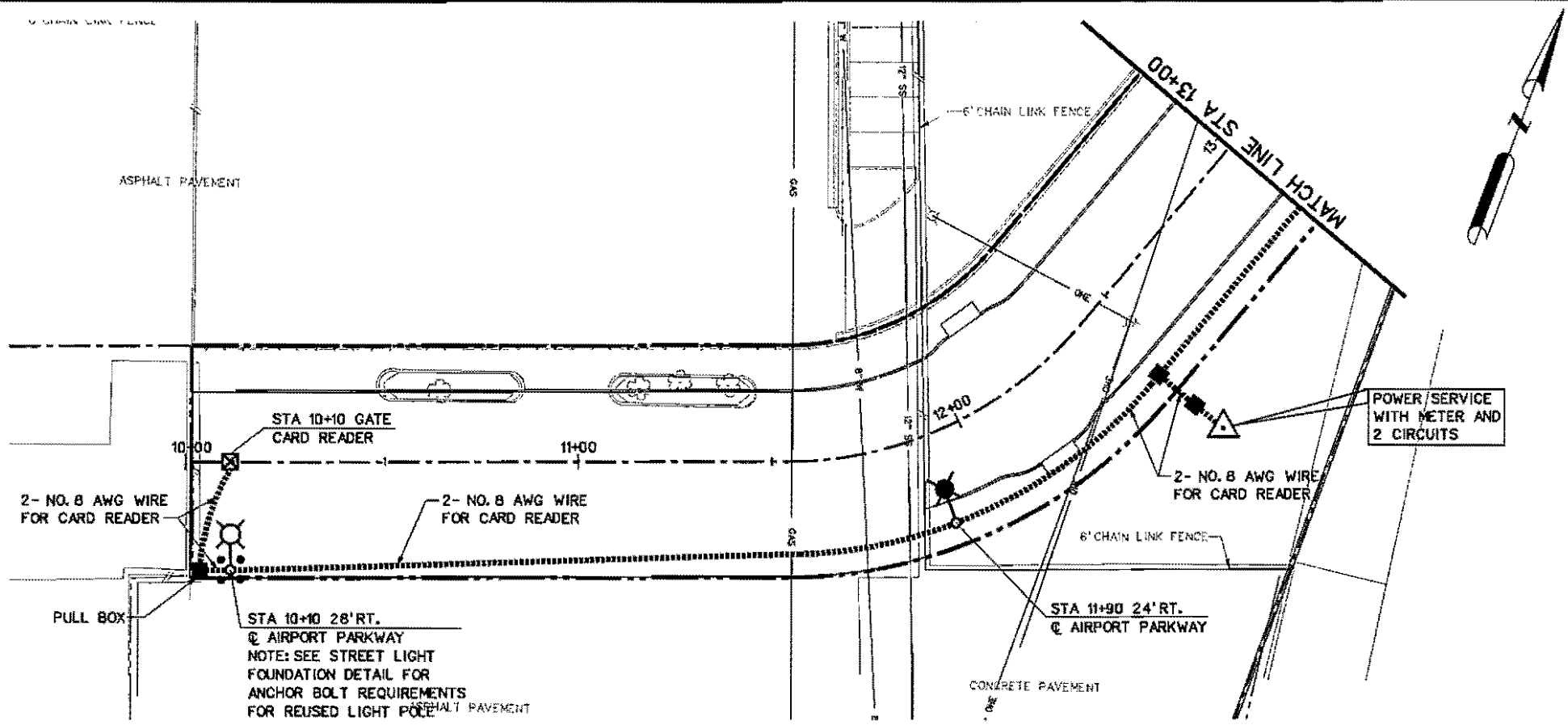




**LEGEND**

- REUSED STREET LIGHT SUPPLIED BY ADDISON AIRPORT
- STREET STYLE LIGHTING STANDARD - SEE NOTE 1
- CONDUIT, 2" SCH 40 PVC
- CONCRETE BOLLARD
- GATE CARD READER
- PULL BOX
- POWER SERVICE

- NOTE:
1. CONTRACTOR TO INSTALL POLE FOUNDATION AND CONDUIT. TXU TO INSTALL CIRCUIT CONDUCTORS AND 30-FOOT RECTANGULAR STYLE STREET LIGHTING STANDARDS.
  2. CONTRACTOR TO CONNECT TO EXISTING TXU STUBOUT.
  3. ALL STREET LIGHTING FOUNDATIONS SHALL BE 8-FEET BEHIND CURB.
  4. ROADWAY LIGHTING CIRCUIT AND CARD READER CIRCUIT WILL SHARE 2" CONDUIT.
  5. CARD READER CIRCUIT SHALL NOT BE CONNECTED TO ROADWAY LIGHTING PHOTOCELL.
  6. SEE SHEET MD-1 FOR STREET LIGHT FOUNDATION DETAIL.



07-OCT-2003 10:32 G:\35020\Cad\Sheets\op1101.dgn

NO.	DATE	REVISION	APPROV.	NO.	DATE	REVISION	APPROV.
1	8/30/03		JSH				



**HNTB** ARCHITECTS ENGINEERS PLANNERS  
The HNTB Companies

DESIGN CHECK: JSH  
DRAWN CHECK: JSH  
DATE: SEPTEMBER 2003  
SCALE:

PROJECT NO. 33020



TOWN OF ADDISON  
AIRPORT PARKWAY REALIGNMENT

ILLUMINATION PLAN  
STA 10+00 TO STA 15+45

TOWN OF ADDISON, TEXAS

SHEET IL-1

# Financial Cost Comparison

## Airport Parkway Illumination

**Assumptions:**

- Contractor** provides light foundations, conduit, and pullboxes
- Oncor** provides wiring, light standards (poles, luminaires, mast arms)
- Oncor** provides electricity, operations and maintenance for flat monthly rate per light (no meter).

Town

Oncor

DESCRIPTION	UNIT	QUANTITY	COST/UNIT	TOTAL
Foundation, 40' street light pole	EA	3	\$ 800.00	\$ 2,400.00
Pullbox	EA	2	\$ 650.00	\$ 1,300.00
Conduit, 2" schedule 40 PVC	LF	306	\$ 7.00	\$ 2,142.00
Roadway Illumination Assembly, 40' MH, 400W Rectangular Luminaire	EA	3		\$ -
Electrical Conductor (No. 8) Insulated	LF	800		\$ -
Electrical Conductor (No. 8) Bare	LF	400		\$ -
Subtotal:				\$ 5,842.00
Flat monthly rate paid to <b>Oncor</b> for electricity, operations, and maintenance:				
TOTAL:				\$ 5,842.00

} This is a lump sum cost per light paid to Oncor

Note that Subtotal is an up front one time cost, while the monthly rate is continuous overtime.

Sign in Sheet  
 Airport Parkway Realignment  
 PreBid Meeting

1-Oct-03

	Name	Company	Phone #	Fax #
1	Debra P. Lampert	TEXAS-STEELING	972-606-2733	972-606-2713
2	Steve Chutchian	TOWN		
3	John Lant	RYCON Inc.	214-573-5050	214-573-5051
4	Vasenia Ocas	Santos Constr.	(972) 246-5813	(972) 572-2799
5	LYNN FOWLER	EDA.WILSON, INC.	817-923-6400	817-923-6242
6	John Capko	McMahon Contracting	972-263-6907	972-264-0008
7	Robert Bibby	Rebcon	(972) 444-8230	(972) 444-8234
8	Jay P. Lozes	JRJ Paving	972 857 2291	972 857 2330
9	Russell Harris	Anderson Paving	972.444.8225	972.444.8729
10	LARRY DONN	Jim Bowman	972-423-1313	972-423-9447
11	Tony Johnston	Carlson & Assoc, Inc.	972-557-1199	972-557-1552
12	DAVID K Foster	ADS	972-392-4852	972-788-9334
13	Luis Elquezabal	Addison Airport	972-392-4850	972 ..
14	LISA Pyles	Addison Airport	972 392 4555	..
15	Bill Dyer	Addison Airport	972-392-4856	972-788-9334
16	DARSON Coleman	CA A	214 878-2225	214 520-0413
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The HNTB Companies

5910 West Plano Parkway, Suite 200 - Plano, Texas 75093 (972) 661-5626

# LETTER OF TRANSMITTAL

Job No.

39020-DS

Date

September 23, 2003

To: Mr. Jim Pierce, P.E.  
 Town of Addison  
 16801 Westgrove Drive  
 Addison, TX 75001-9010

Re: Addison Airport  
 Airport Parkway Realignment

### WE ARE FORWARDING TO YOU:

NO. OF COPIES	SHEET NO.	LAST DATED	DESCRIPTION
1 set			Plans for referenced project — <i>airport Parkway</i>
1 set			Specifications for referenced project — <i>Richard Byrd</i>

### THESE ARE TRANSMITTED:

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

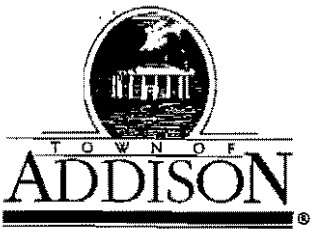
### PLEASE NOTE:

### COPY TO:

file

By: \_\_\_\_\_

Jenny Nicewander



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

# LETTER OF TRANSMITTAL

DATE	10-9-03	JOB NO.
ATTENTION		
RE:	Frito Lay Hangar Project Addison Airport	

TO Carmen Moran  
Town Hall

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Attached
- Under separate cover via \_\_\_\_\_ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Supplemental Agreement # 2 to Agreement for Engineering Services dated July 31, 2003 between the Town of Addison and HNTB for the Realignment of Airport Parkway

**THESE ARE TRANSMITTED as checked below:**

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

**REMARKS** Frito Lay requested the 5. Terminal Ramp plans be revised to add drains to accomodate fuel spillage from their operations. This required a design change totalling \$17,368. Frito Lay agreed to pick up \$ 13,963 and the Town agreed to pick up \$ 3,405. This supplemental agreement is for the \$ 13,963. \$ 13,963 should be charged against the grant

**COPY TO** Mark Acaredo

**SIGNED:** [Signature]

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

## SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 2, to the AGREEMENT FOR ENGINEERING SERVICES, dated July 31, 2003 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 3rd day of October, 2003.

1. Engineer shall perform the following Services:
  - Change various sheets on the TxDOT plans for the pavement reconstruction of Apron 'A' and Hangers 'A', 'B' and 'C' due to adjacent construction.
  - In addition to this there will be changes to the proposal form in the specs to reflect the changes and an addendum
2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:  
Changes to be incorporated into the TxDOT plans/documents and will be reflected in the interim review submittals.
3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Changes to TxDOT Plans will be accomplished within three (3) days of Notice To Proceed.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of \$ 13,963, for a total contract amount of \$62,050 payable according to the following terms:

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

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

These services, in the amount of \$13,963 shall be charged against the grant.

Town of Addison  
(Owner)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Jim Pierce*

*Jim Pierce*

*Asst. Public Wks Dir.*

*10-9-03*

HNTB Corporation  
(Engineer)

Signature: \_\_\_\_\_

Name: Benjamin J. Biller

Title: Vice President

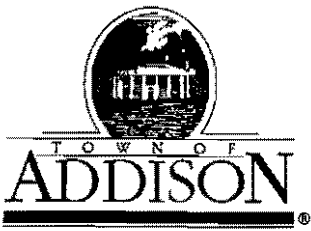
Date: \_\_\_\_\_

*Benjamin J. Biller*

Benjamin J. Biller

Vice President

*10/8/03*



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

# LETTER OF TRANSMITTAL

DATE	10-9-03	JOB NO.	
ATTENTION			
RE:	(S. Terminal Ramp Project)		
	Frito Lay Hangar Project		
	Addison Airport		

TO Jerry Holder  
HNTB

**GENTLEMAN:**

**WE ARE SENDING YOU**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Shop Drawings  | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via _____ the following items:                            |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Prints              | <input type="checkbox"/> Plans <input type="checkbox"/> Samples <input type="checkbox"/> Specifications |
|   | <input type="checkbox"/> Change order        | <input type="checkbox"/> _____  |

COPIES	DATE	NO.	DESCRIPTION
1			Supplemental Agreement #2 to Agreement for Engineering Services dated July 31, 2003 (Relocation of Airport Parkway)

**THESE ARE TRANSMITTED as checked below:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval              | <input type="checkbox"/> Approved as submitted    | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input checked="" type="checkbox"/> For your use   | <input type="checkbox"/> Approved as noted        | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested              | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints        |
| <input type="checkbox"/> For review and comment    | <input type="checkbox"/> _____                    |   |
| <input type="checkbox"/> FOR BIDS DUE _____ 19____ |   | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US     |

**REMARKS**

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**COPY TO** \_\_\_\_\_

**SIGNED:** J. Rivera

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



ARCHITECTS ENGINEERS PLANNERS

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

October 8, 2003

Town of Addison  
16801 Westgrove Drive  
Addison, TX 75001-9010

Attn: Mr. Jim Pierce

RE: AIRPORT PARKWAY - TxDOT  
SUPPLEMENTAL AGREEMENT NO. 2

Dear Mr. Pierce:

Enclosed for your review and signatures are two copies of a Supplemental Agreement No. 2 for engineering services, for Airport Parkway - TxDOT. Upon review of the Agreement, please sign and return the copies to, HNTB Corporation; 5910 West Plano Parkway, Suite 200; Plano, TX 75093.

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

Thank you,

HNTB CORPORATION

Erica T Bourne  
Project Administrator

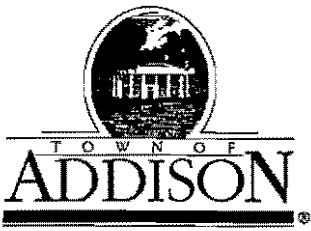
Enclosures

39020

*The HNTB Companies*

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BALTIMORE, MD; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WA; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DEBORO, MA; ELKINS, WA; FT. WORTH, TX; HARTFORD, CT; HICKSVILLE, NY; HOUSTON, TX; INDIANAPOLIS, IN; KANSAS CITY, MO; KNOXVILLE, TN; LANSING, MI; LOS ANGELES, CA; LOS ANGELES, CA; MADISON, WI; MIAMI, FL; MILWAUKEE, WI; MINNEAPOLIS, MN; NASHVILLE, TN; NEW YORK, NY; OAKLAND, CA; ORANGE COUNTY, CA; ORLANDO, FL; OVERLAND PARK, KS; PHILADELPHIA, PA; PORTLAND, ME; PORTLAND, OR; RICHMOND, VA; ST. LOUIS, MO; SALT LAKE CITY, UT; SAN ANTONIO, TX; SAN BERNARDINO, CA; SAN FRANCISCO, CA; SAN JOSE, CA; SEATTLE, WA; TAMPA, FL; TORONTO, ON; WAYNE, NJ; WASHINGTON, DC





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

# LETTER OF TRANSMITTAL

DATE	9-30-03	JOB NO.
ATTENTION		
RE	Frito Lay Hanger Project Addison Airport	

TO Jerry Holder  
HNTB

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Attached
- Under separate cover via \_\_\_\_\_ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Supplemental Agreement #1 to Agreement for Engineering Services dated July 31, 2003 (Relocation of Airport Parkway)

**THESE ARE TRANSMITTED as checked below:**

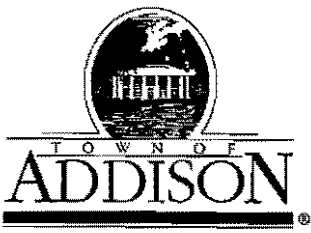
- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE \_\_\_\_\_ 19\_\_\_\_
- Approved as submitted
- Approved as noted
- Returned for corrections
- \_\_\_\_\_
- Resubmit \_\_\_\_\_ copies for approval
- Submit \_\_\_\_\_ copies for distribution
- Return \_\_\_\_\_ corrected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

**REMARKS** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**COPY TO** \_\_\_\_\_

**SIGNED:** J. Schmitt

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



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

# LETTER OF TRANSMITTAL

DATE	9-30-03	JOB NO.
ATTENTION		
RE:	Frito Lay Hanger Project Addison Airport	

TO Carmen Moran  
Town Hall

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Attached
- Under separate cover via \_\_\_\_\_ the following items:
- Shop Drawings
- Prints
- Plans
- Samples
- Specifications
- Copy of letter
- Change order
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Supplemental Agreement #1 to Agreement for Engineering Services dated July 31, 2003 between the Town & HNTB for the <del>Realignment</del> Realignment of Airport Parkway

**THESE ARE TRANSMITTED as checked below:**

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

**REMARKS** Frito Lay requested the 5<sup>th</sup> Terminal Ramp plans be revised to add drains to accommodate fuel spillage from their operations. This required a design change totalling \$17,368. Frito Lay agreed to pick up \$13,963 and the Town agreed to pick up \$3,405. This supplemental agreement is for the \$3,405.

**COPY TO** Mark Acevedo

**SIGNED:** JiPeeer

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

**Jim Pierce**

---

**From:** Jim Pierce  
**Sent:** Monday, September 15, 2003 1:06 PM  
**To:** Chris Terry  
**Cc:** Ron Whitehead; Mark Acevedo; Lisa Pyles (E-mail)  
**Subject:** Frito Lay Hanger - Revisions to Ramp Plans

Frito Lay asked that the S. Terminal Ramp reconstruction plans be modified such that if fuel is spilled during a fueling operation, it would drain to a holding tank they intend to construct. This required the ramp drainage design has to be revised. This design change will cost \$13,963. The other changes needed to the ramp plans are required just because of the new hangar project coming on . These are changes to the haul road, contractor lay down area and fence. These design changes will cost \$3,405. David Stack was asked if we will pay the \$3,405. Please advise.

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

*The Town will pay the \$3,405 as  
per Chris Terry 9-15-03*

**EXHIBIT "A"**  
**REGRAIDING OF APRON "A" & TEMPORARY HAUL ROAD**  
**ESTIMATE OF MANHOURS**

	Principal	Project Manager	Project Engineer	CADD/ Tech	Clerical
<b>Task 1: Final Design - Regrading of Apron "A" &amp; Temp. Haul Road</b>					
A. Cover			1	1	
B. Project Layout			3	2	
C. General Notes		2	2	2	
D. Quantities			1	1	
E. Project Phasing Plan		2	1	2	
F. Apron "A" Joint Layout Plan		1	2	2	
G. Apron "A" Grading Plan		8	24	4	
H. Tie Downs Layout Plan		1	4	2	
I. Hangar "C" Construction Phasing		2	4	4	
J. Coordination with TxDOT/Town/Frito-Lay		8	8		
K. Fence Relocation		1	4	2	
L. Drainage Details		2	2	4	
M. Specification modifications		8	4		
N. Addendum		8	8	4	2
O. Plotting/PDF Creation			1	4	
<b>Sub-Total</b>	<b>0</b>	<b>43</b>	<b>69</b>	<b>34</b>	<b>2</b>
<b>Hourly Rate</b>	<b>\$60.00</b>	<b>\$54.00</b>	<b>\$35.00</b>	<b>\$28.00</b>	<b>\$18.00</b>
<b>Direct Labor Cost</b>	<b>\$0</b>	<b>\$2,322</b>	<b>\$2,415</b>	<b>\$952</b>	<b>\$36</b>
Direct Labor Cost:					\$5,725
Indirect Labor, Overhead:					\$ 9,160
Engineering Subtotal:					\$ 14,885
Profit and Contingency:					\$ 2,233
Expenses:					\$ 250
<b>HNTB Engineering Subtotal:</b>					<b>\$ 17,368</b>

C:\Documents and Settings\jpierce.ADDISON\GOV\Local Settings\Temporary Internet Files\OLK326\Re-Grading Fee Estimate.xls\Re-Grading Apron "A" Re-Grading: \$ 13,963  
Temp. Haul Road: \$ 3,405

**EXHIBIT "A"**  
**REGRAIDING OF APRON "A"**  
**ESTIMATE OF MANHOURS**

	Principal	Project Manager	Project Engineer	CADD/ Tech	Clerical
<b>Task 1.3 Final Design - Regrading of Apron "A"</b>					
A. Cover					
B. Project Layout			1	1	
C. General Notes		1	1	1	
D. Quantities			1	1	
E. Project Phasing Plan		1		1	
F. Apron "A" Joint Layout Plan		1	2	2	
G. Apron "A" Grading Plan		8	24	4	
H. Tie Downs Layout Plan		1	4	2	
I. Hangar "C" Construction Phasing					
J. Coordination with TxDOT/Town/Frito-Lay		6	6		
K. Fence Relocation		1	3	1	
L. Drainage Details		2	2	4	
M. Specification modifications		6	4		
N. Addendum		3	6	2	2
O. Plotting/PDF Creation			1	4	
<b>Sub-Total</b>	<b>0</b>	<b>37</b>	<b>55</b>	<b>23</b>	<b>2</b>
<b>Hourly Rate</b>	<b>\$60.00</b>	<b>\$54.00</b>	<b>\$35.00</b>	<b>\$28.00</b>	<b>\$18.00</b>
<b>Direct Labor Cost</b>	<b>\$0</b>	<b>\$1,998</b>	<b>\$1,925</b>	<b>\$644</b>	<b>\$36</b>
			Direct Labor Cost:		\$4,603
			Indirect Labor, Overhead:		\$ 7,365
			Engineering Subtotal:		\$ 11,968
			Profit and Contingency:		\$ 1,795
			Expenses:		\$ 200
			<b>HNTB Engineering Subtotal:</b>		<b>\$ 13,963</b>

C:\Documents and Settings\piece.ADDISON\GOV\Local Settings\Temporary Internet Files\OLK326\Re-Grading Fee Estimate.xls\Re-Grading Project

**EXHIBIT "A"**  
**TEMPORARY HAUL ROAD**  
**ESTIMATE OF MANHOURS**

	Principal	Project Manager	Project Engineer	CADD/ Tech	Clerical
<b>Task 3: Final Design - Temp. Haul Road</b>					
A. Cover			1	1	
B. Project Layout			2	1	
C. General Notes		1	1	1	
D. Quantities					
E. Project Phasing Plan		1	1	1	
F. Apron "A" Joint Layout Plan					
G. Apron "A" Grading Plan					
H. Tie Downs Layout Plan					
I. Hangar "C" Construction Phasing		2	4	4	
J. Coordination with TxDOT/Town/Frito-Lay		2	2		
K. Fence Relocation			1	1	
L. Drainage Details					
M. Specification modifications					
N. Addendum			2	2	
O. Plotting/PDF Creation					
<b>Sub-Total</b>	<b>0</b>	<b>6</b>	<b>14</b>	<b>11</b>	<b>0</b>
<b>Hourly Rate</b>	<b>\$60.00</b>	<b>\$54.00</b>	<b>\$35.00</b>	<b>\$28.00</b>	<b>\$18.00</b>
<b>Direct Labor Cost</b>	<b>\$0</b>	<b>\$324</b>	<b>\$490</b>	<b>\$308</b>	<b>\$0</b>
Direct Labor Cost:					\$1,122
Indirect Labor, Overhead:					\$ 1,795
Engineering Subtotal:					\$ 2,917
Profit and Contingency:					\$ 438
Expenses:					\$ 50
<b>HNTB Engineering Subtotal:</b>					<b>\$ 3,405</b>

C:\Documents and Settings\jpiece.ADD\SONGOV\Local Settings\Temporary Internet Files\OLK326[Re-Grading Fee Estimate.xls]Re-Grading Project

## SUPPLEMENTAL AGREEMENT

This Supplemental Agreement, Number 1, to the AGREEMENT FOR ENGINEERING SERVICES, dated July 31, 2003 (the Agreement), between Town of Addison (Owner) and HNTB Corporation (Engineer) is made effective as of the 23rd day of September, 2003.

1. Engineer shall perform the following Services:
  - Change various sheets on the TxDOT plans for the pavement reconstruction of Apron 'A' and Hangers 'A', 'B' and 'C' due to adjacent construction.
  - In addition to this there will be changes to the proposal form in the specs to reflect the changes and an addendum
2. In conjunction with the performance of the foregoing Services, Engineer shall provide the following submittals/deliverables (Documents) to Owner:  
Changes to be incorporated into the TxDOT plans/documents and will be reflected in the interim review submittals.
3. Engineer shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Changes to TxDOT Plans will be accomplished within three (3) days of Notice To Proceed.

In return for the performance of the foregoing obligations, Owner shall pay to Engineer the amount of ~~\$ 3,494~~, payable according to the following terms:

\$ 3,405

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

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

Town of Addison  
(Owner)

Signature: 

Name: Jim Pierce, P.E.

Title: Asst Public Wks Director

Date: 9-30-03

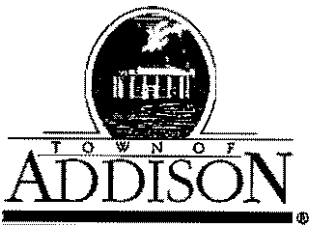
HNTB Corporation  
(Engineer)

Signature: 

Name: Benjamin J. Biller

Title: Vice President

Date: 9/29/03



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

# LETTER OF TRANSMITTAL

DATE	7/31/03	JOB NO.
ATTENTION		
RE:	Airport Parkway Richard Byrd Apron	

TO Jerry Holder  
HNTR

**GENTLEMAN:**

**WE ARE SENDING YOU**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Shop Drawings  | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via _____ the following items:                            |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Prints              | <input type="checkbox"/> Plans <input type="checkbox"/> Samples <input type="checkbox"/> Specifications |
|   | <input type="checkbox"/> Change order        | <input type="checkbox"/> _____  |

COPIES	DATE	NO.	DESCRIPTION
1			Engineering Services Agreement for Relocation of Airport Parkway
1			Engineering Services Agreement for Apron Repair South of Richard Byrd Hangers

**THESE ARE TRANSMITTED as checked below:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval                | <input type="checkbox"/> Approved as submitted            | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input checked="" type="checkbox"/> For your use     | <input type="checkbox"/> Approved as noted                | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested                | <input type="checkbox"/> Returned for corrections         | <input type="checkbox"/> Return _____ corrected prints        |
| <input type="checkbox"/> For review and comment      | <input type="checkbox"/> _____                            |   |
| <input type="checkbox"/> FOR BIDS DUE _____ 19 _____ | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |   |

**REMARKS**

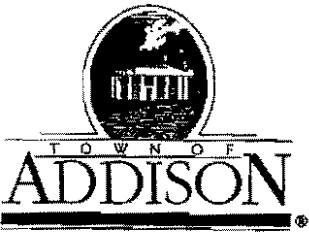
*Please consider this your notice to proceed.*

**COPY TO** \_\_\_\_\_

**SIGNED:** *J. R. [Signature]*

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





# LETTER OF TRANSMITTAL

**Public Works / Engineering**

16801 Westgrove • P.O. Box 9010

Addison, Texas 75001

Telephone: (972) 450-2871 • Fax: (972) 450-2837

DATE	7/31/03	JOB NO.
ATTENTION		
RE:	TX DOT	
	Realignment of Airport Parkway	
	Richard Byrd Drive	

TO Carmen Moran

**GENTLEMAN:**

**WE ARE SENDING YOU**

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Shop Drawings  | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover via _____ the following items:                            |
| <input type="checkbox"/> Copy of letter | <input type="checkbox"/> Prints              | <input type="checkbox"/> Plans <input type="checkbox"/> Samples <input type="checkbox"/> Specifications |
|   | <input type="checkbox"/> Change order        | <input type="checkbox"/> _____  |

COPIES	DATE	NO.	DESCRIPTION
1			Amendment #2 to Airport Project Participation Agreement with TX DOT
1			Agreement with HNTB for Engineering Services for Re-alignment of Airport Parkway
1			Agreement with HNTB for Engineering for Pavement Repair of apron on south side of Hangars on Richard Byrd Drive.

**THESE ARE TRANSMITTED as checked below:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval              | <input type="checkbox"/> Approved as submitted    | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input checked="" type="checkbox"/> For your use   | <input type="checkbox"/> Approved as noted        | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested              | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints        |
| <input type="checkbox"/> For review and comment    | <input type="checkbox"/> _____                    |   |
| <input type="checkbox"/> FOR BIDS DUE _____ 19____ |   | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US     |

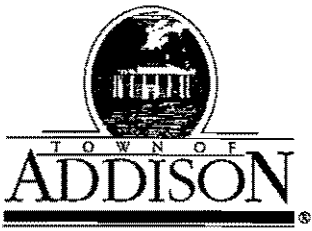
**REMARKS**

*for your files*

*This was sent without all the signatures*

**COPY TO** \_\_\_\_\_

*Je P... [Signature]*



**Public Works / Engineering**

16801 Westgrove • P.O. Box 9010  
Addison, Texas 75001

Telephone: (972) 450-2871 • Fax: (972) 450-2837

**LETTER OF TRANSMITTAL**

DATE	8-15-03	JOB NO.
ATTENTION		
RE:	Realignment of Airport Parkway	

TO Carmen Moran  
Town Hall

**GENTLEMAN:**

**WE ARE SENDING YOU**

- Shop Drawings
- Copy of letter

- Attached
- Prints
- Change order

- Under separate cover via \_\_\_\_\_ the following items:
- Plans       Samples       Specifications
- \_\_\_\_\_

COPIES	DATE	NO.	DESCRIPTION
1			Agreement with HNTB for Engineering Services for Realignment of Airport Parkway

**THESE ARE TRANSMITTED as checked below:**

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

REMARKS for your files

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COPY TO \_\_\_\_\_

SIGNED: J. R. [Signature]

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

**RESOLUTION NO. R03-075**

A RESOLUTION BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, APPROVING AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE AMOUNT OF \$44,682.00 WITH HNTB CORPORATION FOR ENGINEERING SERVICES ASSOCIATED WITH THE DESIGN AND RE-ALIGNMENT OF AIRPORT PARKWAY AND ASSOCIATED WORK.

WHEREAS, In conjunction with the new hangar project and future developments, re-alignment of Airport Parkway is deemed necessary; and

WHEREAS, such re-alignment of Airport Parkway will be west of Addison Road to Taxiway "A" on the Addison Airport; and

WHEREAS, HNTB has submitted a proposal for engineering services and associated work for the re-alignment of Airport Parkway and the new hangar site; and

WHEREAS, scope of services will include documents to plat the development area, new roadway location and 2.1 acre lease site, topographical survey of the roadway and the proposed 2.1 acre lease site; and

WHEREAS, scope of services will also include final design of the roadway paving and drainage and design of the water, sanitary sewer and storm sewer facilities needed to service the lease site; 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 a contract in the amount of \$44,682.00 with HNTB Corporation for engineering services associated with the design and re-alignment of Airport parkway and associated work.

DULY PASSED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS, this the 26<sup>th</sup> day of July, 2003.



\_\_\_\_\_  
Mayor

ATTEST:



\_\_\_\_\_  
City Secretary

**COPY**

## AGREEMENT

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

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

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

NOW, THEREFORE, all parties agree as follows:

### **SECTION 2. SCOPE OF SERVICES**

The following Basic and Additional Services, when authorized in writing by a notice-to-proceed, shall be performed by the Engineer in accordance with the Owner's requirements for design of the re-alignment of Airport Parkway west from Addison Road to Taxiway "A" on the Addison Airport.

#### **I. Project Definition**

This project consists of the preparation of plans and specifications for bidding and construction of the re-alignment of Airport Parkway from Addison Road to its termination point on the Addison Airport, approximately at the eastern edge of the existing Customs Apron (the Project). The project will be a 36-foot back to back concrete roadway. Services will generally include topographical surveys, platting, geotechnical investigation and recommendations; final construction plans for the roadway, stormwater, water, wastewater, construction sequencing, signing and striping; bid document originals; record drawings; and coordination with franchised utilities, the Town of Addison, and applicable agencies.

#### **II. Detailed Scope of Basic Services**

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

##### **A. Airport Parkway Final Design – Paving, Drainage, and Utilities**

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

- c. Quantity Sheets
- d. Removal Plans
- e. Typical Sections
- f. Construction Phasing (Scale 1" = 40')
- g. Survey Control
- h. Utility Relocation Plan
- i. Paving Plan and Profile Sheets
- j. Paving Details
- k. Signing and Striping Plans (Scale 1" = 40')
- l. SW3P
- m. Grading Plan
  - n. Driveway and Special Grading Sheets
  - o. Stormwater Plan and Profile Sheets
- 2. Prepare Contract Documents
- 3. Prepare Estimate of Final Construction Cost
- 4. Submit three (3) sets of half-size plans for review to the Owner for 65% review and 100% (final).
- 5. Incorporate Owner's review comments into plans after each submittal.

**B. Bidding and Contract Award**

- 1. Prepare Advertisement for Bidders.
- 2. Provide 15 half-size sets of plans and bid documents.
- 3. Conduct pre-bid meeting.
- 4. Prepare necessary addenda and respond to bidder's questions.

5. Prepare bid tabulation.
6. Recommend a bidder for the award of the construction contract after performing reference checks.

**C. Construction Administration**

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

**III. Detailed Scope of Additional Services**

**A. Surveying**

See Appendix "A" for Scope of Surveying Services.

**B. Geotechnical Investigation**

The geotechnical services will include the following: field investigation, laboratory testing and engineering analysis in order to develop recommendations to guide design and construction of the Lease site building and pavement and the Airport Parkway roadway.

1. Field Investigation

Drill and sample 8 borings for this project. The following table summarizes the proposed number of borings.

<b>Proposed Structure</b>	<b>Total Number of Borings</b>
Airport Parkway	5
Various Bores (RB Apron)	3

See Appendix "B" for Scope of Geotechnical Services.

### **SECTION 3. PAYMENT**

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

#### ***Basis of Compensation***

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

Compensation for performing Basic and Additional Services shall be as shown in Exhibit "A" on a Lump Sum amount of \$44,682. The total contract amount shall not exceed \$44,682 unless amended by both parties.

### **SECTION 4. RESPONSIBILITIES**

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

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

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

### **SECTION 5. TIME FOR PERFORMANCE**

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

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



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

#### **SECTION 6. DOCUMENTS**

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

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

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

#### **SECTION 7. TERMINATION**

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

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

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

#### **SECTION 8. INSURANCE**

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

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

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

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

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

#### **SECTION 9. INDEMNIFICATION FOR INJURY AND PERFORMANCE**

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

The Engineer hereby agrees to protect, indemnify and hold harmless the Owner, their officers, agents, servants and employees (hereinafter individually and collectively

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

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

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

#### **SECTION 10. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION**

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

#### **SECTION 11. INDEMNIFICATION FOR NON-PAYMENT**

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

#### **SECTION 12. ASSIGNMENT**

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

### **SECTION 13. APPLICABLE LAWS**

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

### **SECTION 14. DEFAULT OF ENGINEER**

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

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

### **SECTION 15. ADJUSTMENTS IN SERVICES**

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

### **SECTION 16. EXECUTION BECOMES EFFECTIVE**

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

### **SECTION 17. VENUE LOCATION**

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

**SECTION 18. AGREEMENT AMENDMENTS**

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

**SECTION 19. WRITTEN NOTICES**

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

**SECTION 20. GENDER AND NUMBER**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 31<sup>st</sup> day of July, 2003.

OWNER:  
TOWN OF ADDISON, TEXAS

ENGINEER:  
HNTB CORPORATION

By: Ron Whitehead

By: Benjamin J. Biller

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

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

Witness: W. Charles L. Covard

Witness: James H. Hall

**EXHIBIT "A"**  
**REALIGNMENT OF AIRPORT PARKWAY**  
**ESTIMATE OF MANHOURS**  
**ALIGNMENT ANALYSIS, FINAL DESIGN, PAVING, DRAINAGE UTILITIES**

	Principal	Project Manager	Project Engineer	CADD/ Tech	Clerical
<b>Task 1: Paving, Drainage, and Utilities</b>					
<b>Task 1.1: Preliminary Design: Paving, Drainage and Utilities</b>					
A. Coordination with Staubach		4	12	4	
B. Incorporate Boundary and Topo Survey into Design File			4	4	
C. Distribute Topo & Util base map to Staubach			2	2	
D. Research utility relocation needs		4	8	4	
E. Develop Roadway Alignment		3	10	4	
F. Preliminary drainage and utility design		2	12	4	
G. Preliminary Construction Phasing Layouts		4	8	4	
H. Review Roadway Alignment w/ Town for approval		2	2		
I. Finalize Alignment		2	4	4	
J. Distribute to Alignment and Drawings to Staubach			1	2	
<b>Sub-Total</b>	<b>0</b>	<b>21</b>	<b>63</b>	<b>32</b>	<b>0</b>
<b>Task 1.2: Final Design: Paving, Drainage and Utilities</b>					
A. Develop PS&E construction documents					
B. Cover Sheet			2	4	
C. General Notes			2	4	
D. Utility Relocations			24	12	
E. Construction Sequencing/Traffic Control		4	16	6	
F. Paving Plan and Details			8	4	
H. Grading/Drainage Plan			12	8	
I. Fencing Plan and Details		2	6	2	
J. Removal Plan			6	4	
K. Bid Quantities			6	4	
L. Opinion of Probable Cost	1		4	4	
M. QA/QC	2	6	2		
N. Review Comment Revisions		2	4		
O. Specifications		4	4		4
<b>Sub-Total</b>	<b>3</b>	<b>18</b>	<b>96</b>	<b>52</b>	<b>4</b>
<b>Task 1.3: Bidding Phase</b>					
A. Prepare Advertisement for Bidders		1	2		
B. Prepare 15 Half-Size Sets of Plans & Bid Documents			2	4	
C. Conduct Pre-Bid Meeting		2	4		
D. Prepare Addenda & Respond to Bidder's Questions		2	4		
E. Attend Bid Opening\ Review Bid Docs\Prepare Bid Tab		2	2		
F. Recommend a Bidder to the Town of Addison		2	2		
<b>Sub-Total</b>	<b>0</b>	<b>9</b>	<b>16</b>	<b>4</b>	<b>0</b>
<b>Task 1.4: Construction Phase</b>					
A. Provide 3 Half-Size Sets for Town				1	
B. Provide 3 Half-Size Sets for Contractor				1	
C. Conduct Pre-Construction Meeting		2	2		
D. Review Submittals		2	2		
E. Respond to Requests for Information.		2	4		
F. Attend Final Inspection		2	2		
<b>Sub-Total</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>2</b>	<b>0</b>
<b>Task 1 Total Hours</b>	<b>3</b>	<b>56</b>	<b>185</b>	<b>90</b>	<b>4</b>
<b>Hourly Rate</b>	<b>\$56.00</b>	<b>\$47.00</b>	<b>\$35.00</b>	<b>\$28.00</b>	<b>\$18.00</b>
<b>Direct Labor Cost</b>	<b>\$168</b>	<b>\$2,632</b>	<b>\$6,475</b>	<b>\$2,520</b>	<b>\$72</b>
Direct Labor Cost: \$41,867 Indirect Labor, Overhead: \$18,987 Engineering Subtotal: \$30,854 Profit and Contingency: \$4,528 Expenses: \$200 <b>HNTB Engineering Subtotal: \$35,882</b> Geotechnical Services: \$ Surveying Services: \$9,000 <b>Total Design Services Fee: \$44,882</b>					

**Appendix A**  
**Surveying Services**



July 22, 2003

VIA FAX (972) 661-5614

Jerry D. Holder, Jr, P.E. and Jennifer S. Nicewander, P.E.  
HNTB  
5910 West Plano Parkway, Suite 200  
Plano, Texas 75093

**RE: Plat and Topographic Survey of 8.415 Acre Site at Addison Airport,  
Addison, Texas  
DTE Job 0330**

Dear Mr. Holder:

DAL-TECH Engineering, Inc. is pleased to submit our fee proposal to perform the necessary services to prepare a plat and topographic survey of an 8.415 acre site located on Addison Airport property near the current administration building at the end of Airport Parkway, per discussion and documents you provided to us during our meeting of July 21, 2003. Our budget estimate for the topographic survey and plat is as follows:

**Topographic Survey -** We will prepare a topographic survey on the Texas State Plane Coordinate System, North Central Zone, 4202, of the area as marked-up on the survey you gave us during the above-described meeting. This survey will be delivered in the form of a Microstation electronic drawing and will include the tying of all visible, above-ground features and topographic features, 25-foot cross-sections for a portion of the existing road as shown on said marked-up plans, and any utility lines according to plans and/or located by the various relevant utility companies. We will obtain "measure-downs" (depth measurements) on any sanitary sewer manholes and storm drain inlets that are not locked or welded down and get pipe measurements related to these features where applicable. The electronic Microstation drawing will contain contours at 1-foot intervals. A .dat, .tin, and ASCII points file will be provided along with the survey. We propose a lump sum estimate of \$4,000.00 to perform the topographic survey.

**Plat -** We will prepare a plat of the above-described area, same being the 8.4146 acre tract shown on the Land Title Survey prepared by L. Lynn Kadleck, Registered Professional Land Surveyor No. 3952, dated June 1, 2003. The plat will consist of 2 lots and a right-of-way to be configured in accordance with a site plan or lot layout plan that you are to provide DAL-TECH. We will perform the necessary coordination with the Town of Addison for the plat submittal, approval, and filing process. This proposal does




not include any filing or plat submittal fees. We propose a lump sum estimate of \$5,000.00 to perform the topographic survey.

The total proposed fee for both the plat and topographic survey is \$9,000.00 plus printing, delivery costs, and 8.25% sales tax.

We are prepared to commence this survey upon your authorization. We propose to complete the topographic survey within 5 working days of your notice to proceed and the plat in accordance with the earliest schedule provided by the Town of Addison Planning and Zoning Department.

If you are in agreement with the above fee proposal, please sign in the space provided below and return this acknowledgement to our office. This will serve as our authorization to proceed.

Sincerely,  
DAL-TECH Engineering, Inc.



Alan Moore, R.P.L.S.  
RAM/dkj

**HNTB**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix B**  
**Geotechnical Services**

To be provided under separate cover, Wednesday July 23, 2003



*Addison 50!*

50 YEARS OF FUN!

Post Office Box 9010 Addison, Texas 75001-9010 5300 Belt Line Road (972) 450-7000  
FAX (972) 450-7043

**AGENDA**  
**SPECIAL MEETING OF THE CITY COUNCIL**  
**JULY 26, 2003**  
**8:00 A.M.**  
**ADDISON AIRPORT**  
**4651 AIRPORT PARKWAY**

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**WORK SESSION**

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Item #WS1 - Bus Tour of Addison Airport.

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Item #WS2 - Presentation and discussion of Airport Budget for the fiscal year beginning October 1, 2003 and ending September 30, 2004.

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**EXECUTIVE SESSION**

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Item #ES1 - Closed (executive) session of the City Council, pursuant to Section 551.071 of the Texas Government Code to consult with its attorney to seek advice regarding certain pending litigation, to wit: Transcontinental Realty Investors, Inc., et al. v. The City of Addison, Texas, et al., Cause No. 03-03457, 160<sup>th</sup> District Court, Dallas County, Texas.

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Item #ES2 - Closed (executive) session of the City Council, pursuant to Section 551.087 of the Texas Government Code to discuss and deliberate any commercial or financial information received from a particular business prospect the Council seeks to have stay within the city limits of Addison and with which the City is conducting economic development negotiations, and to discuss and deliberate the offer of a financial or other incentive to such business prospect.

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**RETURN TO OPEN SESSION**

---

Item #WS3 - Consideration of and action regarding a Resolution authorizing the City Manager to enter into a contract in the amount of \$44,682.00 with HNTB Corporation for engineering services associated with the design and relocation of Airport Parkway and associated work.

Attachment:

1. Council Agenda Item Overview
2. Realignment Drawing
3. Agreement
4. Fee proposal

Administrative Recommendation:

Administration recommends approval.

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Item #WS4 - Presentation and discussion of Midway Bridge.

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Item #WS5 - Presentation and discussion of present and future Capital Improvement Projects (CIP).

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Adjourn Meeting  
Posted 5:00 p.m.  
July 22, 2003  
Carmen Moran  
City Secretary

*A+B Bidding*

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**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS  
WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST  
48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

---

Passed  
7-26-03

DATE SUBMITTED: July 18, 2003  
FOR COUNCIL MEETING: July 26, 2003

**Council Agenda Item: \_\_\_\_\_**

**SUMMARY:**

This item is for the approval of an Engineering Services Contract for the design of the relocation of Airport Parkway, and associated work, on airport property for a new hanger project.

**FINANCIAL IMPACT:**

Budgeted Amount: None

Cost: \$44,682

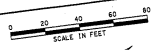
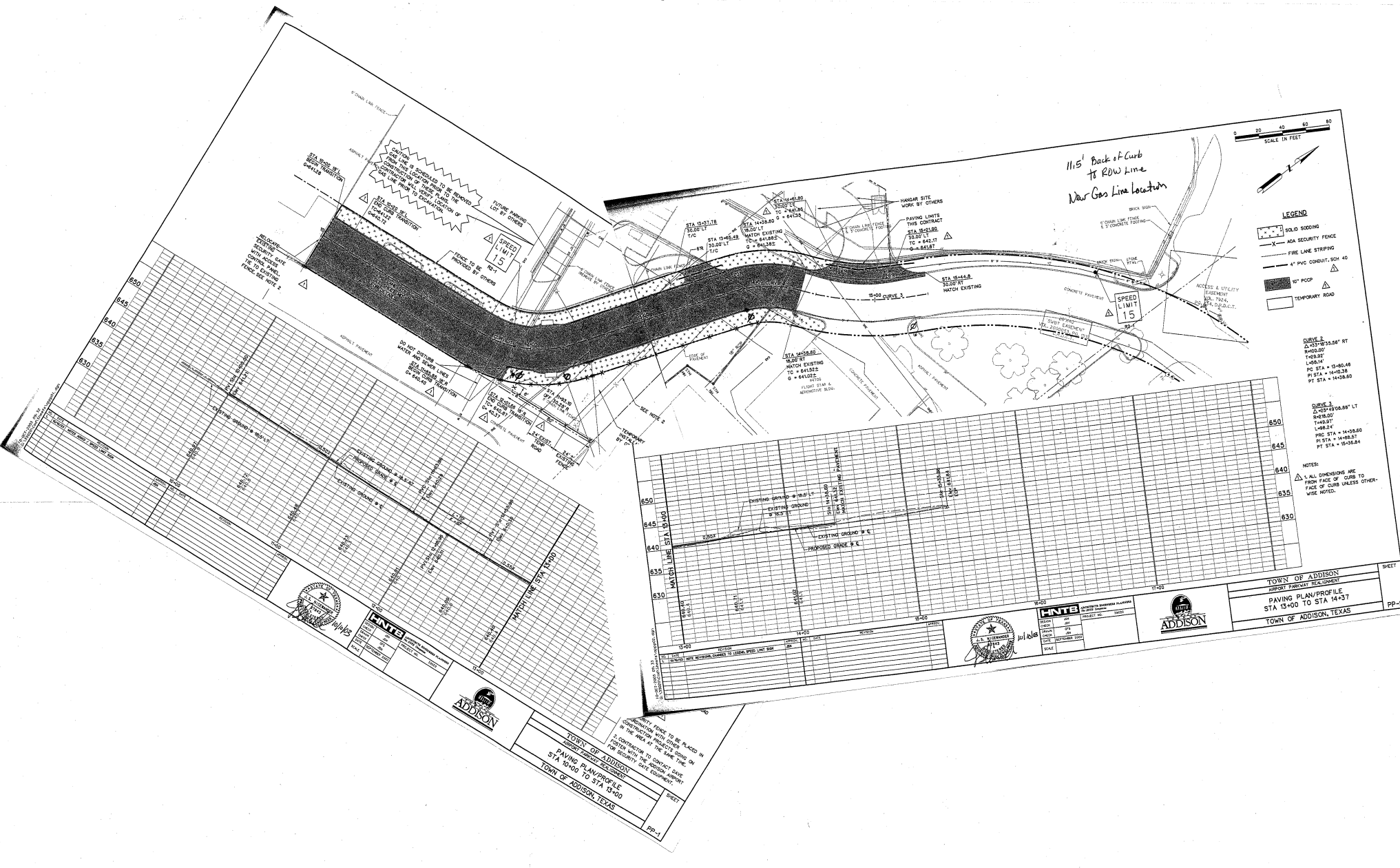
Funding Source: Funds are available in the Airport Fund

**BACKGROUND:**

In order to provide as much space as possible for the new hanger project, and future development, Airport Parkway must be shifted to the south as shown on the attached Sketch. The firm of HNTB has submitted a proposal (copy attached) in the amount of \$44,682 for design services for the project. Their scope of services will include providing the documents to plat the development area, new roadway location and the 2.1 acre lease site, topographical survey of the roadway and the proposed 2.1 acre lease site, final design of the roadway paving and drainage, and, design of the water, sanitary sewer and storm sewer facilities needed to serve the lease site. Geotechnical investigative work will be by separate contract.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to enter into a contract with HNTB Corporation in the amount of \$44,682 for engineering services associated with the relocation of Airport Parkway and the new hanger site as described in the Engineer's scope of work.



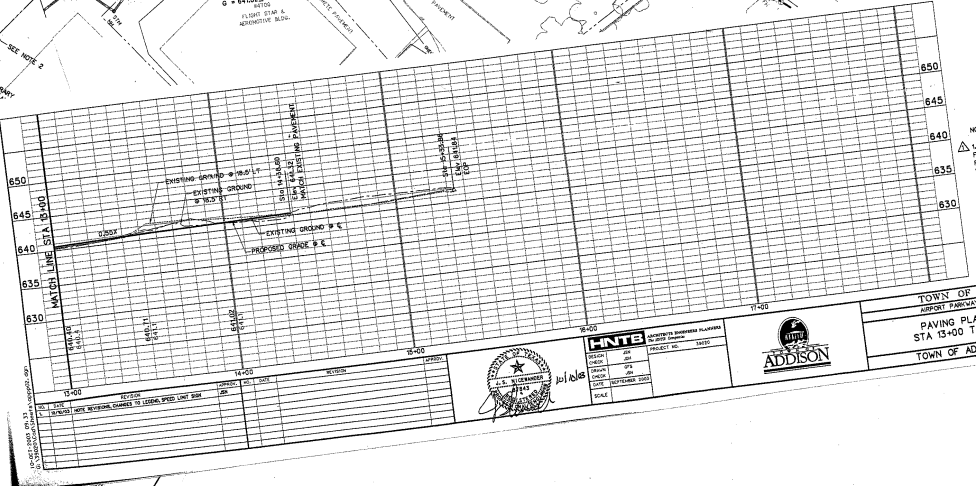
**LEGEND**

- SOLID SIDING
- ADA SECURITY FENCE
- FIRE LINE STRIPPING
- 4" PVC CONDUIT, 804-40
- 4" PIP
- TEMPORARY ROAD

CURVE 2  
 Δ = 135° 10' 35.54" RT  
 R = 100.00'  
 L = 143.02'  
 LORG = 143.02'  
 PVI STA = 13+80.48  
 PTA STA = 14+03.28  
 PT STA = 14+38.20

CURVE 3  
 Δ = 129° 48' 08.89" LT  
 R = 100.00'  
 L = 149.91'  
 LORG = 149.91'  
 PVI STA = 14+08.20  
 PTA STA = 14+38.27  
 PT STA = 13+36.24

NOTES:  
 Δ ALL DIMENSIONS ARE FROM FACE OF CURB TO FACE OF CURB UNLESS OTHERWISE NOTED.



**HNTB**  
 HNTB CONSULTANTS, INC.  
 10000 WEST 10TH AVENUE  
 SUITE 100  
 DENVER, CO 80231  
 TEL: 303.733.8000  
 FAX: 303.733.8001  
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TOWN OF ADDISON  
 TOWN ENGINEER  
 TOWN OF ADDISON, TEXAS



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CONTRACTOR TO BE PLACED IN  
 CONSTRUCTION WITH OTHER  
 CONTRACTORS AT THE SITE.  
 CONTRACTOR TO PROVIDE DATE  
 FOR SECURITY GATE EQUIPMENT.

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