

GLENN TRACY, P.E.
Consulting Engineer
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June 10, 2010

City of Frisco
Attn: Paul Knippel, P.E., Director of Engineering Services
6101 Frisco Square Blvd, 3rd Floor
Frisco, TX 75034
plknippel@friscotexas.gov

Re: Engineering Consultation & Concept Design: Emergency Slope Remediation
Northeast Quadrant of Lebanon Rd at BNSF RR Crossing
Frisco, TX

Dear Mr. Knippel:

This engineering proposal to investigate and engineer emergency repair concepts and remediation limits has been developed per your revised verbal request earlier today. This professional services proposal represents a subset of scope of work previously presented and is limited to the following:

1. Feature Land Surveying.
2. Geotechnical Investigation and Global Slope Stability Analysis.
3. Concept Engineering.
4. Constructability Review.

Feature Land Surveying.

Surveying efforts will measure grades bounded by:

- Lebanon Road's curb & gutter, sidewalk and retaining wall to the south.
- HOA's masonry screen wall and CoServ infrastructure to the north.
- BNSF railroad bridge to the west.
- Trees in the unfailed slope to the east.

Surveying will also locate proposed borings' horizontal/vertical positions for use in the geotechnical analysis (see below).

Geotechnical Investigation and Global Slope Stability Analysis

Geotechnical efforts will:

- Sample in-situ soils at two boring locations.
- Laboratory test and qualify soil sample's engineering properties.
- Quantify levels of slope stability.

Geotechnical investigation results will be used to develop hard engineering concepts (see below).

WST/06/16/10

Concept Engineering

Engineering efforts will integrate survey grades and geotechnical strength characteristics to develop hard remediation concepts. Hard concepts will:

- Define minimum remediation limits.
- Describe slope demolition requirements.
- Describe remediation structure elements and material specifications.
- Estimate material handling quantities.
- Offer preliminary suggestions of shoring to CoServ and HOA infrastructures.

Engineering concepts will be communicated to the Contractor for constructability review (see below).

Constructability Review

Developed hard concepts will be reviewed and analyzed by Wortman Construction Services to ensure construction feasibility, and worker and public safety especially with respect to recent energization of the six 14KV electric service lines than were dormant under the previously scope's proposal.

Exclusions & Restrictions:

Consultations and conversations are to provide general infrastructure requirements and to describe proposed hard construction intents only. Any references to structure alignments, dimensions or quantities are for overall concept development and general budgeting purposes only. Final alignments, dimensions, quantities and/or costs will be determined from final contracted construction related engineering efforts.

This scope of services specifically excludes:

- Construction or estimating plans and/or specifications.
- Quality control (QC) or quality assurance (QA) services
- Construction material testing.
- Permitting costs and applicable taxes are additional.

Glenn Tracy, P.E. (GTPE) claims a strict proprietary right in all "information" (documents, drawings, specifications, calculations) set forth in the proposed hard design concepts. The use of such information in whole or in part, or any reproduction thereof, is restricted to the site for which it was prepared and to the services provided by GTPE. Any other use is strictly prohibited, and GTPE disclaims any liability therefor.

Agreement:

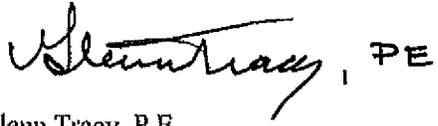
The Scope of Work shall govern only for the single described embankment repair location at the referenced project site. Additional work required from design/construction team for analysis, design or plans for this project, shall be negotiated separately as part of the remediation construction. This shall additionally hold for all changes of the design concepts including but not limited to change in method of construction, or changes in overall architectural concept.

This agreement embodies the final and complete agreement between the City and design/construction team. Amendments to this agreement shall not be binding unless made in writing and signed by both the City and design/construction team. The signing of this agreement by the City shall constitute its full and unconditional acceptance of this proposal and its assent to this agreement.

Cost Estimates

Description	Charges	Cost	Comment
Land Surveying		1000.00	Partain Surveying
Field Surveying	Incl		
Note Reduction	Incl		
Geotechnical Engineering Services		10245.00	CMJ Engineering
Subsurface Exploration			
Mobilization (Drill Rig)	500.00		
Soil Drilling Intermittent Sampling (0-25 ft)	900.00		
Soil Drilling Intermittent Sampling (25-50 ft)	500.00		
Safety Signs and Cones	400.00		
Underground Utility Check/Recon	350.00		
Laboratory Services			
Moisture Content and Soil Identification	200.00		
Liquid and Plastic Limits	350.00		
Unconfined Compressive Strength-Soil	300.00		
Unit Weight	125.00		
Direct Shear Strength	2250.00		
Engineering Services			
Senior Principal Engineer	1250.00		
Project Engineer	2750.00		
Drafting & Secretarial Support	250.00		
Misc Expense (report production, mileage, etc)	120.00		
Project Engineering Services		5800.00	Glenn Tracy, P.E.
Data integration of surveying and geotechnical efforts	1400.00		
Hard concept development	2800.00		
Coordination of construction feasibility review and analysis	1250.00		Bill Wortman
Summary of estimated material quantities	350.00		
		\$17,045.00	

Please return one (1) signed copy of this agreement to Glenn Tracy, P.E. to initiate the following services.

 Glenn Tracy, P.E. Consulting Engineer Firm Registration #F-002575	 Paul Knippel City of Frisco Paul Knippel, P.E. Director of Engineering Services 6101 Frisco Square Blvd, 3 rd Floor Frisco, TX 75034
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06/16/10

CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder Tracy P E, Glenn
 Address of policyholder P O Box 154551
 Location of operations Irving, TX.75015-4551
 Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
93-NR-8305-9 L	Comprehensive Business Liability	06-28-2009	06-28-2010	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input checked="" type="checkbox"/> BUSINESS LIABILITY <input type="checkbox"/> NON-OWNED AUTO		Each Occurrence \$ 1MM General Aggregate \$ 2MM Products - Completed Operations Aggregate \$ 2MM
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
				Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	1,000,000/ 2,000,000/2,000,000

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

City of Frisco, Texas
 6101 Frisco Square Blvd.
 Frisco, Texas 75034

Jan Kavel
 Signature of Authorized Representative
 Title Agent
 Date 08/15/10

Agent's Code Stamp

AFO Code Jay Lowe 43-3925
 Fire 58
 Dallas Northwest AFO 08-F054

