

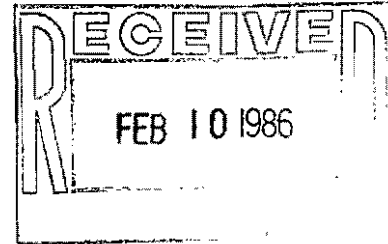
1986 CROSTOWN WATERLINE - SEWER



GINN, INC.

CONSULTING ENGINEERS

February 6, 1986



Mr. Ralph Seeley
P.O. Box 144
Addison, TX 75001

Re: Crosstown Waterline

Dear Mr. Seeley:

Enclosed is Application for Payment No. 7 in the amount of \$73,428.27 from Mario Sinacola & Sons, Inc., representing work performed on the above referenced project through December 31, 1985.

The project has been "substantially complete" since September 11, 1985, and the contractor has requested that all of his retainage be released on this project. We are recommending that a lump sum in the amount of \$20,000.00 be retained in lieu of the 5% normal retainage.

We have reviewed this request and recommend that payment in full be made at this time.


Sincerely,

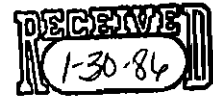
A handwritten signature in cursive script, appearing to read "H. Wayne Ginn".

H. Wayne Ginn, P.E.

GF/HWG/sr

Enclosures

cc: Ron Whitehead 
Don Preece
Michael Sinacola
Randy Fleming



GINN, INC.

CONSULTING ENGINEERS

January 24, 1986

Mr. Michael Sinacola
Mario Sinacola & Sons
P.O. Box 842
Lewisville, TX 75067

Re: Crosstown Waterline
Addison, Texas

Dear Sir:

Pursuant to our meeting of January 21, 1986, held in reference to previous letters and responses, prior negotiations and requests for additional monies for extra work you felt you incurred on the above referenced project, the following sets forth our comments.

In an attempt to compromise and settle this dispute, we again reviewed each item of your requests in your letters of August 19, 1985, and September 18, 1985. We are willing to recommend to the Town of Addison that Application for Payment No. 7, for all work completed as of December 31, 1985, be paid in full at this time; and that retainage be reduced to \$20,000.00 total.

Additionally, after the 36" tie-in to Dallas Water Utilities' 84" main is completed, we would be willing to process Application for Payment No. 8 (Final and Change order No. 2), which would contain all final quantities, the additional move-in cost required for the 36" tie-in, the remainder of the retainage and the extras as per the attached summary sheets, provided that the following items are addressed:

1. The concrete vaults shall be pumped free of water. Any seepage of free water shall require sealing with an approved mastic sealer.
2. Provide test results, on deficient concrete along Montfort, to indicate acceptable concrete has been attained.
3. Provide signed acceptance of Certificate of Substantial Completion.
4. Provide layout drawings of piping in area of TP&L transformer.
5. Provide documentation that the civil defense siren wiring (along rear of Sakowitz parking lot) has been repaired again.

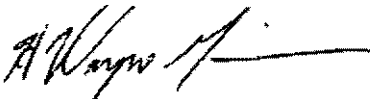
6. Provide documentation that landscape repair in amount of \$450.00 and soils tests in amount of \$182.00 have been paid, along with \$2,400.00 bill for replacement of saw loops south side of Belt Line, and Quorum south construction damage in amount of \$1,270.00
7. Complete the construction of the 36" tie-in to the 84" Dallas Water Utilities facilities, and the 12" tie from the 24" line to Dallas Water Utilities 12" line.

Please verify all quantities with our inspector, Randy Fleming, prior to submitting applications.

To reiterate, the above will be our recommendations to the Town of Addison. The Council will have the option of accepting or rejecting our recommendations.


Should you have any questions, please contact us.

Sincerely,



H. Wayne Ginn, P.E.

GF/HWG/sr

cc: Ron Whitehead 
Ralph Seeley
Don Preece
Randy Fleming

AUGUST 19, 1985 LETTER

ITEM DATE/NO.	AMOUNT REQUESTED	AMOUNT APPROVED	COMMENTS

(1) 7-16-85	\$1,565.40	\$1,565.40	No charge for 7-17-85
(2) 7-18-85	\$2,360.02	\$1,100.00	Labors sent home. Some equipment not used this date.
(3) 7-19-85 to 7-22-85	N.C.	N.C.	Okay
(4) 7-23-85	\$2,402.60	\$2,402.60	See October 7 letter
(5) 7-24-85	\$3,326.25	\$1,446.00	Down time. Also loader, pick-up, foreman used in clean-up.
(6) 7-25-85	\$3,326.25	\$1,446.00	" " " "
(7) 7-26-85	\$3,326.25	\$1,446.00	" " " "
(8) 7-27-85	\$3,326.25	\$1,446.00	" " " "
(9) 7-29-85	\$5,108.95	\$3,465.00	See October 7 letter
(10) 7-30-85	\$6,782.49	\$5,813.28	See October 7 letter
(11) 7-31-85	\$3,082.95	\$3,082.95	Okay
TOTALS	\$34,607.41	\$23,213.23	
Extra concrete	\$990.00	\$0.00	Not separate pay item
Extra rock/sand	\$420.00	\$420.00	Okay
Embedment	\$2,740.00	\$2,740.00	Disagree, but will allow since extra.
Field service/fittings	\$10,721.68	\$7,800.00	Cost difference in angle adaptors
Surveying	\$227.50	\$227.50	Agree
SUBTOTAL	\$49,706.59	\$34,400.73	
Minus Savings (.5 day)	-\$3,082.95	-\$3,082.95	
	\$46,623.64	\$31,317.78	
Plus 20% OH/P	\$9,324.73	\$4,697.67	15% allowed by contract
	\$55,948.37	\$36,015.45	(64%) of total requested

SEPTEMBER 18, 1985 LETTER

ITEM	AMOUNT REQUESTED	AMOUNT APPROVED	COMMENTS

I. 54" x 24" Tap			
1. Labor/equipment	\$4,194.50	\$3,420.00	9 men not on job
2. Material	\$2,400.00	\$2,400.00	Agreed
II. Church			
1. Labor/equipment	\$8,589.00	\$4,294.50	Split time
2. Material	\$2,100.00	\$1,768.74	Difference in angle adaptors costs.
III. Sta. 54+50			
1. Labor/equipment	N/C	N/C	Agreed
2. Material	\$590.00	\$590.00	Agreed
IV. 12" outlet			
1. Labor/equipment	N/C	N/C	Agreed
2. Material	\$690.00	\$690.00	Agreed
V. 36" plut			
1. Labor/equipment	N/C	N/C	Agreed
2. Material	\$635.00	\$635.00	Agreed
3. Concrete	\$120.00	\$120.00	Agreed
VI. Montfort			
1. Labor/equipment	\$4,294.50	\$0.00	See October 7 letter; disagree
2. Material	\$2,290.00	\$1,809.60	Diff. in angle adaptor costs
3. Concrete	\$769.10	\$769.10	Agreed
VII. Marriott			
1. Labor/equipment	\$193.08	\$193.08	Agreed
2. Material	\$140.00	\$140.00	Agreed
3. Miscellaneous	\$638.95	\$638.95	Agreed
4. Concrete	\$120.00	\$120.00	Agreed
VIII. Belt Line			
1. Labor/equipment	N/C	N/C	
2. Material	\$295.00	\$295.00	Agreed
 TOTAL I - VIII	 \$28,059.13	 \$17,883.97	
20% OH/P	\$5,611.83	\$2,682.60	15% allowed by contract
 TOTAL	 \$33,670.96	 \$20,566.57	 (61%) of total requested
			28 days liquidated damages @ \$1,000.00/day = \$28,000.00 Possible justification of maximum 12 days. 16 days remaining to assess.
	\$55,948.37	\$36,015.45	From August 19, 1985 totals
	\$33,670.96	\$20,566.57	From September 18, 1985 totals
 TOTALS	 \$89,619.33	 \$56,582.02	 (63%) Ginn, Inc. recommended payment
Sinacola original requested amount			
Sinacola negotiated price	(\$72,525.58)	\$16,000.00	Liquidated damages that could be assessed, but may not.
		\$72,582.02	

GINN, INC.

CONSULTING ENGINEERS

January 8, 1986

Mr. Michael Sinacola
Mario Sinacola & Sons
P.O. Box 248
Lewisville, TX 75067

Re: Crosstown Waterline
Addison, Texas

Dear Sir:

Confirming our telephone conversation this date, you indicated that you could not complete construction of the 36" stubout of the 84" Dallas Water Utilities' main, prior to the stated January 20, 1986 deadline.

Since it will not be completed at this time, you stated previously that you would complete it in March, 1986, when the 84" line is dewatered during Dallas Water Utilities' chlorination contract.

You should have all materials on hand as soon as possible, if you do not already have them, so that when the line is dewatered, you can begin construction of the stubouts immediately.

You indicated that an additional cost would have to be added for the concrete cradle that the DWU requested. Please advise us, in writing, as to the actual additional costs and include it in the move-in cost. All other items, as outlined in our December 20, 1985 letter, remain unchanged. We shall notify you as soon as possible as to when the 84" line will be dewatered.

If you have any questions, please contact us.

Sincerely,



Gabe Favre

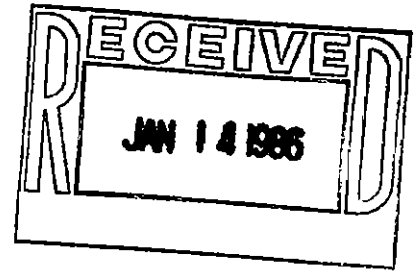
/sr

cc: Ron Whitehead
Don Preece
Wayne Ginn
Randy Fleming

GINN, INC.

CONSULTING ENGINEERS

January 8, 1986



Mr. Ron Whitehead, City Manager
P.O. Box 144
Addison, TX 75001

Attn: Tana DiPiazza
City Manager Secretary

Re: Crosstown Waterline Correspondence

Dear Tana:

Enclosed are the two letters you requested copies of this date concerning Mario Sinacola & Sons and the above referenced project.

Sincerely,

A handwritten signature in cursive script that reads "Gabe Favre".

Gabe Favre

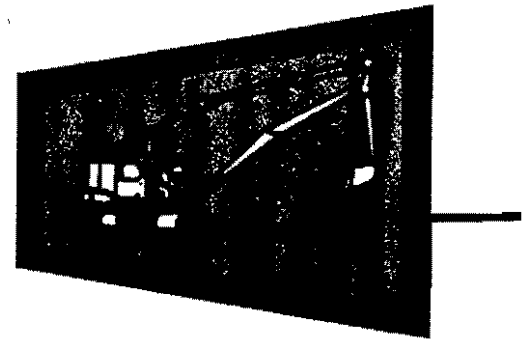
/sr

Enclosures

cc: Wayne Ginn

RECEIVED SEP 26 1985

MARIO SINACOLA & SONS
EXCAVATING, INC.



September 18, 1985

Ginn Incorporated
16135 Preston Road, Suite 112
Dallas, Texas 75248

ATTN: Mr. Gabe Favre

RE: Crosstown Waterline

Dear Sir:

Attached, you will find a summary of some of the extra costs which were encountered in the above referenced project.

Please review this summary and if you have any questions, feel free to contact me. We will look forward to reimbursement of these costs.

Sincerely,

MARIO SINACOLA & SONS EXC. INC.

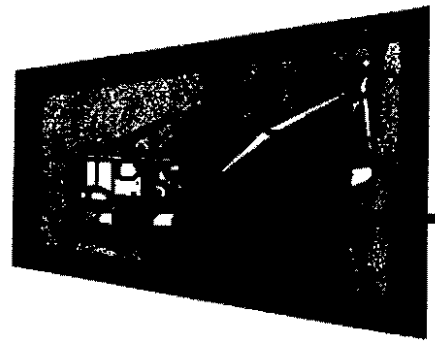
Michael Sinacola
Vice President

MS:lg

ATT

MARIO SINACOLA & SONS

EXCAVATING, INC.



SUMMARY

ITEM

I. CHANGE AT 54" X 24" TAP

A. 24" tap could not be made when project began because the laying direction was changed and tie in to 54" differed to original plans.

1. Labor & Equipment Cost (SEE ATTACHED)	\$4,194.50
2. Material cost (SEE ATTACHED)	<u>2,400.00</u>
TOTAL	\$6,594.50

II. CHANGE IN ALIGNMENT OF 24" R.C.C.P. DOWN CELESTRIAL.

A. Received direction from Ginn Inc. (GABE) to install line in front of church and down Celestrial best way possible to avoid water and gas mains which were in conflict.

1. Labor & Equipment Cost (SEE ATTACHED)	\$8,589.00
2. Material Cost (SEE ATTACHED)	<u>2,100.00</u>
TOTAL	\$10,689.00

III. EXTRA MATERIAL REQUIRED AT APPROXIMATE STATION 54+50.

A. Due to previous changes in the line, two short joints were required to get back to correct station.

1. Labor & Equipment Cost	\$ N/C
2. Material Cost (SEE ATTACHED)	<u>590.00</u>
TOTAL	\$ 590.00

IV. ADDITIONAL 12" FLANGED OUTLET.

A. At sta 59+35 a 12" outlet was installed that was not shown on original plans.

1. Labor & Equipment Cost	\$ N/C
2. Material Cost (SEE ATTACHED)	<u>690.00</u>
TOTAL	\$ 690.00

V. 36" PLUG INSTALLED.

A. At the first crossing under Celestrial, the B4" line is not installed yet and had to plug 36" line for future tie in.

1. Labor & Equipment Cost	\$ N/C
2. Pipe Material (SEE ATTACHED)	<u>635.00</u>
3. Concrete	<u>120.00</u>
TOTAL	\$ 755.00

SEWERS
WATER

EXCAVATING

• 500 E. HIGHWAY 121 • P. O. BOX 248 • LEWISVILLE, TEXAS 75067 • PHONE (214) 221-3584
• 25301 NOVI ROAD • P. O. BOX 351 • NOVI, MICHIGAN 48050 • PHONE (313) 626-9110

VI. CONFLICTS OF MONTFORT.

A.	Had to repair storm sewer at Montfort and Verde Valley, and avoid water and sewer mains not shown on plans along Montfort.	
1.	Labor & Equipment Cost (SEE ATTACHED)	\$4,294.50
2.	Material Cost (SEE ATTACHED)	2,290.00
3.	Concrete & Storm Sewer	<u>769.10</u>
	TOTAL	\$7,353.60

VII. 8" TIE INS AT MARRIOTT.

A.	On the east side of Marriott, we installed a flanged outlet and tied it into the 36" line. At the west side, we plugged and blocked the existing 8" valve.	
1.	Labor & Equipment Cost (SEE ATTACHED)	\$ 193.08
2.	Material Cost (SEE ATTACHED)	140.00
3.	Miscellaneous Material (SEE ATTACHED)	638.95
4.	Concrete	<u>120.00</u>
	TOTAL	\$1,092.03

VIII. SHORT JOINT CHARGED AT END.

A.	At the 30" tie in at Beltline, we needed an additional 8.30' short joint to make connection.	
1.	Labor & Equipment Cost	\$ N/C
2.	Material Cost (SEE ATTACHED)	<u>295.00</u>
	TOTAL	\$ 295.00

TOTAL ITEMS I - VIII \$28,059.13

10% OVERHEAD
 10% PROFIT 5,611.83

TOTAL \$33,670.96

MARIO SINI, COLA & SONS

EXCAVATING, INC.

COST BREAKDOWNS

ITEM I (A)

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
1000 C BACKHOE	1	10	95.00	950.00
875 COMPACTOR	1	10	60.00	600.00
950 LOADER	1	10	85.00	850.00
PICK-UP	1	10	15.00	150.00
FOREMAN	1	10	20.25	202.50
OPERATOR	3	10	16.07	482.10
GRADEMAN	1	10	18.54	185.40
LAYER	1	10	13.88	138.80
TAILMAN	1	10	13.13	131.30
LABORER	2	10	10.22	204.40
MOVES		3	100.00	300.00
			TOTAL	\$4,194.50

ITEM II (A)

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 BACKHOE	1	20	135.00	2,700.00
875 COMPACTOR	1	20	60.00	1,200.00
950 LOADER	1	20	85.00	1,700.00
PICK-UP	1	20	15.00	300.00
FOREMAN	1	20	20.25	405.00
OPERATOR	3	20	16.07	964.20
GRADEMAN	1	20	18.54	370.80
LAYER	1	20	13.88	277.60
TAILMAN	1	20	13.13	262.60
LABORER	2	20	10.22	408.80
			TOTAL	\$8,589.00

ITEM VI (A)

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 BACKHOE	1	10	135.00	1,350.00
875 COMPACTOR	1	10	60.00	600.00
950 LOADER	1	10	85.00	850.00
PICK-UP	1	10	15.00	150.00
FOREMAN	1	10	20.25	202.50
OPERATOR	3	10	16.07	482.10
GRADEMAN	1	10	18.54	185.40
LAYER	1	10	13.88	138.80
TAILMAN	1	10	13.13	131.30
LABORER	2	10	10.22	204.40
			TOTAL	\$4,294.50

<u>MATERIAL</u>		<u>RATE</u>	<u>TOTAL</u>
36" R.C.P.	30 LF	23.47	704.10
MISCELLANEOUS CONCRETE	-1 LS	65.00	65.00
		TOTAL	\$ 769.10

MARIO SINICOLA & SONS

EXCAVATING, INC.

ITEM VII(A)

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
580 CASE	1	2	35.00	70.00
FOREMAN	1	2	20.25	40.50
OPERATOR	1	2	16.07	32.14
PICK-UP	1	2	15.00	30.00
LABORER	1	2	10.22	20.44
			TOTAL	\$ 193.08

CHANGE ORDER



CUSTOMER NAME Mario Sinacola & Sons				JOB TITLE Town of Addison, Tx. Crosstown Waterline				CUST CODE NO. 66393		SALES ORDER DATE 1-22-85		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW 21		CLASS 34	USE 1	STATE 49	TER 66	CITY DAN	STATE TAX 03	LOCAL TAX 03	CPD EST. NO. 55-84-12-10	ORDER WRITTEN BY Rick Warren/bw		CHANGE ORDER DATE 6/24/85	CHANGE ORDER NUMBER 3

AUTHORITY FOR CHANGE John Green of Mario Sinacola & Sons										AMT OF THIS C/O \$ 2,905.60		NEW TOTAL AMT OF ORDER \$ 377,949.15	
---	--	--	--	--	--	--	--	--	--	--------------------------------	--	---	--

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION
			REFER TO TERMS AND CONDITIONS ON REVERSE			
			The alignment at the begining of the 24" line (Station 80+63.00) has been changed.			
			MAKE THE FOLLOWING CHANGES:			
		16.24'	24" PCCP Class 150		\$ 31.10	\$ 505.06
15	LS		Necessary pipe and fittings for new alignment		\$2,400.00	\$2,400.00
			DELETE 1 ea. - 24" Gasket Bend			
			DELETE 1 ea. - 24" Gasket x 24" Flange Bend			
			REWORK 1 ea. - 24" Short Joint			
			REWORK 1 ea. - 24" Gasket Butt-Strap Closure w/ 2 hand- holes			
			ADD 1 ea. - 24" Flange x 24" Gasket Adaptor w/ 3/4" Bronze Threaded Outlet & Plug			
			ADD 1 ea. - 24" Short Joint			
			ADD 2 ea. - 24" Gasket Bend			
			TOTAL			\$2,905.06

Item I # 2



CHANGE ORDER

PAGE 1 OF 1



UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FLOORING CO.
P.O. Box 10233 • Dallas, Texas 75207 • Telephone (214) 638-6910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER NO. 66393		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW 21		Crosstown Waterline		CHANGE ORDER DATE 1/22/85		CHANGE ORDER NUMBER 4	
CLASS	USE	STATE	CITY	LOCAL TAX	ORDER WRITTEN BY	NEW TOTAL AMT. OF ORDER \$ 383,999.15	
34	1	49	DAN	03	Rick Warren/hw	EXTENSION	
AUTHORITY FOR CHANGE		55-85-12-10		AMT. OF THIS C/O \$ 6,050.00		UNIT PRICE	

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION
			Mike Sinacola			
			REFER TO TERMS AND CONDITIONS ON REVERSE			
			ADD THE FOLLOWING:			
1		2 Each	36" Angle Adaptor (JTS x 8-AA & x9AA) (LCPCP)		\$ 645.00 EA.	\$ 1,290.00
2		3 Each	36" Nitecaps (JTS x11-LC, x12-LC, x-15 LC)		\$ 145.00 EA.	\$ 435.00
3		2 Each	36" PCCP Short Joints (JTS x 13-S, xm-S)		\$ 295.00 EA.	\$ 590.00
4		6 Each	24" Angle Adaptor (JTS x3AA-x8AA)		\$ 350.00 EA.	\$ 2,100.00
		2 Each	36" Angle Adaptor (JTS x6-AA, x7-AA) (PCCP)		\$ 500.00 EA.	\$ 1,000.00
		1 Each	36" DHP w/3/4" BTO (Remake)		\$ 635.00 EA.	\$ 635.00
			TOTAL			\$ 6,050.00

RECEIVED

JUL 15 1985

MARIO SINACOLA & SONS
E. 3001 W. 11th St. Dallas, TX 75223

Item II # 2

(3)

G.O. ROUTING

CHANGE ORDER

PAGE 1 OF 1

UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
 P.O. Box 10233 • Dallas, Texas 75207 • Telephone (214) 638 6910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER NO. 55-DA-5650	
SALES AREA SW 21		CROSSTOWN WATERLINE		CHANGE ORDER NUMBER 4	
CLASS 34	USE 1	STATE 49	CITY DAN	ORDER WRITTEN BY Rick Warren/hw	NEW TOTAL AMT OF ORDER \$ 383,999.15
EXT 03	TEN 03	LOCAL TAX 55-85-12-10	PROJECT NO. 03	AMT. OF THIS C/O \$ 6,050.00	EXTENSION \$ 6,050.00

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	NEW TOTAL AMT OF ORDER
			Mike Sinacola			
			REFER TO TERMS AND CONDITIONS ON REVERSE			
			ADD THE FOLLOWING:			
		2 Each	36" Angle Adaptor (JTS x 8-AA & x9AA) (LCPCP)		\$ 645.00 EA.	\$ 1,290.00
		3 Each	36" Nitecaps (JTS x11-LC, x12-LC, x-15 LC)		\$ 145.00 EA.	\$ 435.00
		2 Each	36" PCCP Short Joints (JTS x 13-S, xm-S)		\$ 295.00 EA.	\$ 590.00
		6 Each	24" Angle Adaptor (JTS x3AA-x8AA)		\$ 350.00 EA.	\$ 2,100.00
		2 Each	36" Angle Adaptor (JTS x6-AA, x7-AA) (PCCP)		\$ 500.00 EA.	\$ 1,000.00
		1 Each	36" DHP w/3/4" BTO (Remake)		\$ 635.00 EA.	\$ 635.00
					TOTAL	\$ 6,050.00

RECEIVED

JUL 15 1985

MARIO SINACOLA & SONS
 ENGINEERS & ARCHITECTS

ITEM III # 2

(3)

CHANGE ORDER

PAGE 1 OF 1

UNITED CONCRETE PIPE
A DIVISION OF U.S. PIPE AND FOUNDRY CO.
P.O. Box 10283 • Dallas, Texas 75207 • Telephone (214) 678-6910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Tx.		SALES ORDER NO. 66393		SALES ORDER NUMBER 55-11A-5b.10	
CLASS UBE 34 1		CROSS-TOWN WATER LINE LOCAL TAX CPD EST. NO. 03 55-84-12-10		CHANGE ORDER DATE 6/10/85		CHARGE ORDER NUMBER 2	
CITY STATE TER DAN 49 66		ORDER WRITTEN BY RWV/bw		AMT. OF THIS C/O \$ 1,550.00		NEW TOTAL AMT. OF ORDER \$ 375,043.55	

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION
<p>Mike Sinacola</p> <p>REFER TO TERMS AND CONDITIONS ON REVERSE</p> <p><u>ADD THE FOLLOWING:</u></p>						
7		2 each	Set of Banding tools		\$ 330.00/EA.	\$ 660.00
8		2 each	24" Gasket Nite Cap		\$ 100.00/EA.	\$ 200.00
9		1 each	12" F.O. @ station 59+35 (not shown on original drawings)		\$ 690.00/EA.	\$ 690.00
					TOTAL	\$1,550.00

NOTE: The footage for item #1 on the finished product summary is 5,831.36 LF

ITEM IV # 2

REC'D
JUN 21 1985

529

Jim Walter Company

G.O. ROUTING

DATE RECEIVED

CHANGE ORDER

PAGE 1 OF 1



UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
P.O. Box 10233 • Dallas, Texas 75207 • Telephone (214) 538 6910

CUSTOMER NAME		Marlo Sinacola & Sons		JOB TITLE		Town of Addison, Texas	
SALES AREA		CLASS	USE	STATE	CITY	CROSS TOWN WATERLINE	ORDER WRITTEN BY
SW 21		34	1	49	DAN	55-85-12-10	Rick Warren/hw
AUTHORITY FOR CHANGE				03	03		
				CURT CODE NO.		66393	
				SALES ORDER DATE		1/22/85	
				CHANGE ORDER DATE		7/5/85	
				SALES ORDER NUMBER		55-DA-5650	
				CHANGE ORDER NUMBER		4	

CUSTOMER NAME		Mike Sinacola	
ITEM	BID ITEM	QUANTITY	DESCRIPTION

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	AMT. OF THIS C/O	UNIT PRICE	NEW TOTAL AMT. OF ORDER
			REFER TO TERMS AND CONDITIONS ON REVERSE		\$ 6,050.00		\$ 383,999.15
			ADD THE FOLLOWING:				
1		2 Each	36" Angle Adaptor (JTS x 8-AA & x9AA) (LCPCP)		\$ 645.00 EA.		\$ 1,290.00
2		3 Each	36" Nitecaps (JTS x11-LC, x12-LC, x-15 LC)		\$ 145.00 EA.		\$ 435.00
3		2 Each	36" PCCP Short Joints (JTS x 13-S, xm-S)		\$ 295.00 EA.		\$ 590.00
4		6 Each	24" Angle Adaptor (JTS x3AA-x8AA)		\$ 350.00 EA.		\$ 2,100.00
		2 Each	36" Angle Adaptor (JTS x6-AA,x7-AA) (PCCP)		\$ 500.00 EA.		\$ 1,000.00
		1 Each	36" DHP w/3/4" BTO (Remake)		\$ 635.00 EA.		\$ 635.00
			TOTAL				\$ 6,050.00

RECEIVED

JUL 15 1985

MARIO SINACOLA & SONS

ITEM V # 2

(34)

G.O. ROUTING

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		CUST. CODE NO. 66393		SALES ORDER DATE 1/22/85		SALE'S ORDER NUMBER 55-DA-5650	
SALES AREA SW 21		CITY DAN 03		LOCAL TAX 55-85-12-10		CHANGE ORDER DATE 7/5/85		CHANGE ORDER NUMBER 4	
AUTHORITY FOR CHANGE Mike Sinacola		ORDER WRITTEN BY Rick Matten/hw		AMT. OF THIS C/O \$ 6,050.00		NEW TOTAL AMT. OF ORDER \$ 383,999.15		EXTENSION	
ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE				
			REFER TO TERMS AND CONDITIONS ON REVERSE						
			ADD THE FOLLOWING:						
1		2 Each	36" Angle Adaptor (JTS x 8-AA & x9AA) (LCPCP)		\$ 645.00 EA.	\$	1,290.00		
2		3 Each	36" Nitecaps (JTS x11-LC, x12-LC, x-15 LC)		\$ 145.00 EA.	\$	435.00		
3		2 Each	36" PCCP Short Joints (JTS x 13-S, xm-S)		\$ 295.00 EA.	\$	590.00		
4		6 Each	24" Angle Adaptor (JTS x3AA-x8AA)		\$ 350.00 EA.	\$	2,100.00		
		2 Each	36" Angle Adaptor (JTS x6-AA, x7-AA) (PCCP)		\$ 500.00 EA.	\$	1,000.00		
		1 Each	36" DHP w/3/4" BTO (Remake)		\$ 635.00 EA.	\$	635.00		
					TOTAL	\$	6,050.00		

RECEIVED
 JUL 15 1985
 MARIO SINACOLA & SONS

Item VI # 2

G.O. ROUTING

CHANGE ORDER



UNITED CONCRETE PIPE
 A DIVISION OF U.S. PIPE AND FOUNDRY CO.
 P.O. Box 10283 • Dallas, Texas 75207 • Telephone (214) 638-6910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER DATE 1-22-85		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW21		CROSSTOWN WATERLINE		CHANGE ORDER DATE 9-9-85		CHANGE ORDER NUMBER 10	
CLASS USE 34 1		CITY STATE TAX DAN 49 03		CUST. CODE NO. 66393		NEW TOTAL AMT OF ORD \$ 396,407.29	
AUTHORITY FOR CHANGE Verbal order from John Green to Mario Sinacola & Sons to Ed Martin of United Concrete		LOCAL TAX 03		ORDER WRITTEN BY Rick Warren/bw		EXTENSION	
ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE		
1		8.30 LF	36" Pretensioned Concrete Cylinder Pipe (JT. #32-S)	01	\$ 50.67/LF	\$ 420.56	
11	n/a	1 Each	36" Short Joint (JT. #32-S)	01	\$ 295.00/EA.	\$ 295.00	
24	n/a	Lump Sum	8" Flanged Outlet End field service	01	\$ 140.00/LS.	\$ 140.00	
25	n/a	Lump Sum	8 Hours field service to weld closure	01	\$ 340.00/LS.	\$ 340.00	
					GRAND TOTAL	\$1,195.56	

REFER TO TERMS AND CONDITIONS ON REVERSE

ADD THE FOLLOWING 8" FLANGED OUTLETS IN FRONT OF MARRIOTT, SHORT JOINT TO MAKEUP FOOTAGE FOR FINAL CLOSURE AND FINAL CLOSURE IN JOB:

ITEM VII # 2

(2)

G.O. ROUTING



Utility and Industrial
PIPE • VALVES • FITTINGS

P.O. Box 160427 • 1975 California Crossing
IRVING, TEXAS 75018
(214) 558-0811

P.O. Box 14987 • 7187 Latham Dr.
RICHLAND HILLS, TEXAS 78117
(817) 595-0580

INVOICE NO. **TT 61615**
INVOICE DATE **8-14-85**
TERMS: NET 15TH PROX.
NO CASH DISCOUNT
ALLOWED

ITEM # **VII**
ORDER NO. **8-12-85**
PAGE **37** OF **37**

DATE RECEIVED **8/12/85**
SHIP TO

TO: **S H. OZA, M.D.**
STREET: **100182 37**
CITY: **W/C**

DESCRIPTION	QUANTITY		PRICE	UNIT	EXTENSION	DISC.	NET
	ORDERED	SHIPPED					
3" CI M/T PLUG	1	1	28.65				28.65
8" MUELLER M/T FLS GATE VALVE	1	1	373.90				373.90
8" CI M/T 22" BOND	1	1	87.70				87.70
8" SOLID SLEEVE	1	1	84.20				84.20
8" D.V.C PIPE	10	10	6.45				64.50

RECEIVED
AUG 20 1985

MARIO SINACOLA & SONS
EXCAVATING INC.

ITEM VII # 3

DATE SHIPPED **8-12-85** SHIPPED VIA **W/C** REC'D BY: **Robert Karna**

MERCHANDISE TOTAL \$ **638.95**
TAX \$ **440.75**
FREIGHT \$ **638.95**
PARCEL POST \$ **440.75**
INVOICE TOTAL \$ **1079.70**

1. Return Policy - We cannot accept return of any goods unless our written authorization has been obtained. Credit will be issued to the buyer's account less the purchase of additional material only. Options, discounts or specially produced goods will not be accepted for return and credit.

2. Product Guarantee - Notice is hereby given and published that we offer no warranty other than the manufacturer's warranty on goods we sell and that we in no way will accept responsibility for labor, consequential damages or back charges, which are not covered by the manufacturer's warranty.

3. Terms of Sale - This invoice is due and payable in Dallas, Dallas County, Texas. Minimum legal interest rate will be charged if not paid 30 days after invoice date.

4. Freight Terms - Our responsibility ceases upon delivery to the transportation company. All material sent out will be carefully examined, counted and packed. Claims for goods damaged or lost in transit should be made on the transportation company.

PLEASE REMIT TO DALLAS ADDRESS

CHANGE ORDER

PAGE 1 OF 1



UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
 P.O. Box 10283 • Dallas, Texas 75207 • Telephone (214) 638 8910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER DATE 1-22-85		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW21		CROSSTOWN WATERLINE LOCAL TAX 03		CHANGE ORDER DATE 9-9-85		CHANGE ORDER NUMBER 10	
CLASS USE 34 1		CITY STATE TAX DAN 03		AMT. OF THIS C/O \$1195.56		NEW TOTAL AMT OF ORC \$ 396,407.20	
ORDER WRITTEN BY Rick Warren/bw		CUST. CODE NO. 66393		UNIT PRICE		EXTENSION	

AUTHORITY FOR CHANGE

Verbal order from John Green to Mario Sinacola & Sons to Ed Martin of United Concrete

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION
			<p>REFER TO TERMS AND CONDITIONS ON REVERSE</p> <p>ADD THE FOLLOWING 8" FLANGED OUTLETS IN FRONT OF MARRIOTT, SHORT JOINT TO MAKEUP FOOTAGE FOR FINAL CLOSURE AND FINAL CLOSURE IN JOB:</p>			
1	1	8.30 LF	36" Pretensioned Concrete Cylinder Pipe (JT. #32-S)	01	\$ 50.67/LF	\$ 420.56
11	n/a	1 Each	36" Short Joint (JT. #32-S)	01	\$ 295.00/EA.	\$ 295.00
24	n/a	Lump Sum	8" Flanged Outlet End field service	01	\$ 140.00/LS.	\$ 140.00
25	n/a	Lump Sum	8 Hours field service to weld closure	01	\$ 340.00/LS.	\$ 340.00
GRAND TOTAL						\$1,195.56

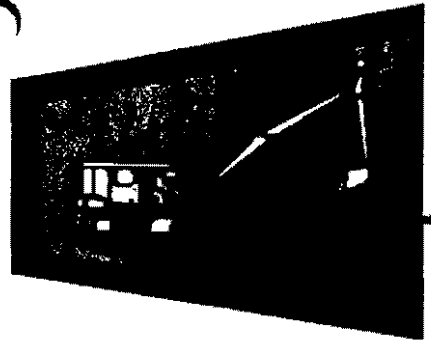
ITEM VIII # 2

SM

216

MARIO SINACOLA & SONS

EXCAVATING, INC.



RECEIVED AUG 20 1985

August 19, 1985

Ginn Incorporated
16135 Preston Road
Suite 112
Dallas, Texas 75248

ATTN: Mr. Gabe Favre

RE: Crosstown Waterline

Dear Sir:

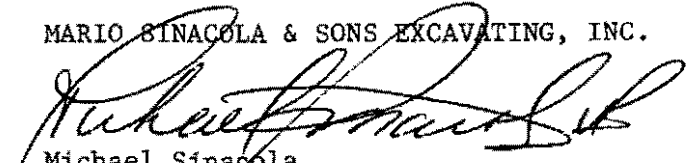
As you know, there was a conflict between the as-planned lines and the transformer box in the above referenced project. This letter will confirm that you have instructed us to resolve this conflict by raising the water main, circling the main around the transformer box, and then returning the main back to the location shown on the original plans. This will also confirm this work was to be treated as an extra and we would be paid for our costs incurred as well as reasonable overhead and profit.

We have now completed this extra work pursuant to your instructions and the cost for this extra work is \$55,948.37. Attached to this letter is the data which supports this amount. If you have any questions or comments regarding our costs, please contact us and we will be happy to answer your questions or supply additional information.

We look forward to receiving payment for these costs in our next draw, and we thank you for your attention to this matter.

Sincerely,

MARIO SINACOLA & SONS EXCAVATING, INC.



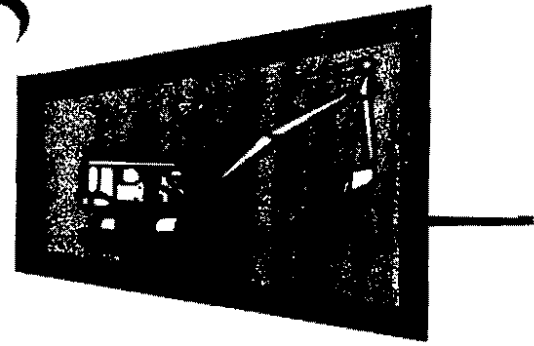
Michael Sinacola
Vice President

MS:lg

ATT

MARIO SINACOLA & SONS

EXCAVATING, INC.



SUMMARY

7-16-85 Dug existing utilities up for varification around transformer.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
1000 C BACKHOE	1	10	95.00	950.00
PICK UP	1	10	15.00	150.00
FORMAN	1	10	20.25	202.50
OPERATOR	1	10	16.07	160.70
LABORER	1	10	10.22	102.20
				<u>1,565.40</u>

7-17-85 Same as 7-16-85 (NO CHARGE)

7-18-85 Same as 7-16-85. Had to stop early, due to material movement under the transformer. Had meeting in field with Ginn, TP&L and Mario Sinacola & Sons. The decision was made to pull pipe back through tunnel to location agreed upon and make closure on east side of toll road and procede with pipeline on west side of to come up and around transformer.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
1000 C BACKHOE	1	7	95.00	665.00
875 COMPACTOR	1	3	60.00	180.00
950 LOADER	1	3	85.00	255.00
PICK UP	1	7	15.00	105.00
DUMP TRUCK	1	7	45.00	315.00
OPERATORS	3	13	16.07	626.73
FORMAN	1	7	20.25	141.75
LABORER	1	7	10.22	71.54
				<u>2,360.02</u>

7-19-85 Proceeded with directions given on 7-18-85. Pulled pipe back to east to get measurements for closure and material needed on west side of toll road. (NO CHARGE)

7-20-85 Same as 7-19-85 (NO CHARGE)

7-22-85 Same as 7-19-85 (NO CHARGE)

SEWERS
WATER

EXCAVATING • 500 E. HIGHWAY 121 • P. O. BOX 248 • LEWISVILLE, TEXAS 75067 • PHONE (214) 221-3584
 • 25301 NOV! ROAD • P. O. BOX 351 • NOV!, MICHIGAN 48050 • PHONE (313) 626-9110

MARIO SINICOLA & SONS

EXCAVATING, INC.

7-23-85 Meeting was held at Ginn office. Decision was made by Ginn to cancel decision made on 7-18-85. Decided to tunnel 5' - 10' more. crew was shut down at 12:00. Met with Gabe Favre in late afternoon to show him the only way possible was to bore approximately 30+ lf more and then would have problem with depth of cut at corner of building. And also, conflict of TP&L lines that were moved. We would have to stop until further decisions were made by Ginn.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	5	135.00	675.00
1000 C BACKHOE	1	5	95.00	475.00
950 LOADER	1	5	85.00	425.00
PICK UP	1	5	15.00	75.00
OPERATOR	4	5	16.07	321.40
FORMAN	1	5	20.25	101.25
GRADEMAN	1	5	18.54	92.70
LAYER	1	5	13.88	69.40
TAILMAN	1	5	13.13	65.65
LABORER	2	5	10.22	102.20
				<u>2,402.60</u>

7-24-85 No decision today. Proceeded with cleanup with pipeline crew.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	10	135.00	1,350.00
1000 C BACKHOE	1	10	95.00	950.00
950 LOADER	1	10	85.00	850.00
PICKUP	1	5	15.00	75.00
FORMAN	1	5	20.25	101.25
				<u>3,326.25</u>

7-25-85 Same as 7-24-85

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	10	135.00	1,350.00
1000 C BACKHOE	1	10	95.00	950.00
950 LOADER	1	10	85.00	850.00
PICKUP	1	5	15.00	75.00
FORMAN	1	5	20.25	101.25
				<u>3,326.25</u>

MARIO SINAOLA & SONS

EXCAVATING, INC.

7-26-85 Same as 7-24-85. Also had meeting at Ginn office. Decision to come up and around transformer again. We would get grade shots on an existing utilities to get exact locations and Ginn was to get permission from Turnpike Authority to do so. At 4:30 gave Gabe grade shots that were taken. He said he would have an answer this afternoon. At 5:15 we received authorization from Gabe to procede as agreed.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	10	135.00	1,350.00
1000 C BACKHOE	1	10	95.00	950.00
950 LOADER	1	10	85.00	850.00
PICKUP	1	5	15.00	75.00
FORMAN	1	5	20.25	101.25
				<u>3,326.25</u>

7-27-85 Same as 7-24-85. Gabe told us we could not start on west side until Monday, because the power transfer to new lines for Marriott would not be performed until Monday, early morning.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	10	135.00	1,350.00
1000 C BACKHOE	1	10	95.00	950.00
950 LOADER	1	10	85.00	850.00
PICKUP	1	5	15.00	75.00
FORMAN	1	5	20.25	101.25
				<u>3,326.25</u>

7-29-85 Received material for closure section on east end and installed it. Also proceded with cleanup.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	11	135.00	1,485.00
1000 C BACKHOE	1	11	95.00	1,045.00
950 LOADER	1	11	85.00	935.00
PICKUP	1	11	15.00	165.00
OPERATOR	3	11	16.07	530.31
FORMAN	1	11	20.25	222.75
GRADEMAN	1	11	18.54	203.94
LAYER	1	11	13.88	152.68
TAILMAN	1	11	13.13	144.43
LABORER	2	11	10.22	224.84
				<u>5,108.95</u>

MARIO SINACOLA & SONS

EXCAVATING, INC.

30-85 Proceeded on west end of tollway to go up and around transformer.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	11	135.00	1,485.00
1000 C BACKHOE	1	11	95.00	1,045.00
950 LOADER	1	11	85.00	935.00
920 LOADER	1	11	65.00	715.00
350 DOZER	1	11	55.00	605.00
PICKUP	1	11	15.00	165.00
OPERATOR	5	11	16.07	883.85
FORMAN	1	11	20.25	222.75
GRADEMAN	1	11	18.54	203.94
LAYER	1	11	13.88	152.68
TAILMAN	1	11	13.13	144.43
LABORER	2	11	10.22	224.84
				<u>6,782.49</u>

31-85 Same as 7-30-85.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	5	135.00	675.00
1000 C BACKHOE	1	5	95.00	475.00
950 LOADER	1	5	85.00	425.00
920 LOADER	1	5	65.00	325.00
350 DOZER	1	5	55.00	275.00
PICKUP	1	5	15.00	75.00
OPERATOR	5	5	16.07	401.75
FORMAN	1	5	20.25	101.25
GRADEMAN	1	5	18.54	92.70
LAYER	1	5	13.88	69.40
TAILMAN	1	5	13.13	65.65
LABORER	2	5	10.22	102.20
				<u>3,082.95</u>

TOTAL

\$34,607.41

MARIO SINACOLA & SONS
EXCAVATING, INC.

Total Charges From Summary Sheets	\$34,607.41
Extra Concrete Required for Blocking 18yds @ 55.00	990.00
Extra Rock & Sand Required at West end of Tunnel	420.00
All Rock Embedment for Approximately 400 lf @ 6.85	2,740.00
Field Services and Special Fittings Required (see attached)	10,721.68
Extra Surveying for Location of Proposed Water Line	<u>227.50</u>
SUB TOTAL	\$49,706.59
Production savings from shallowing up line between buildings. .5 days (deduct)	<u>- 3,082.95</u>
	\$46,623.64
10% Profit	<u>\$ 9,324.73</u>
10% Overhead	
TOTAL AMOUNT DUE	<u>\$55,948.37</u>

CHANGE ORDER

UNITED CONCRETE PIPE
 A DIVISION OF U.S. PIPE AND FOUNDRY CO.
 P.O. Box 40263 • Dallas, Texas 75207 • Telephone (214) 638-6810

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER NO. 66393		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW 21		CROSS TOWN WATERLINE		CHANGE ORDER DATE 1-22-85		CHANGE ORDER NUMBER	
AUTHORITY FOR CHANGE John Green		LOCAL TAX 03		ORDER WRITTEN BY Rick Warren/bw		NEW TOTAL AMT. OF ORD \$ 395,211.7	
CLASS USE 34		STATE TAX 03		AMT. OF THIS C/O \$ 7,276.68			
CITY DAN		CPD EST. NO. 55-85-12-10		UNIT PRICE		EXTENSION	

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION
1	1	2.50 LF	36" PCCP (JT# 31-S)	01	\$ 50.67/LF	\$ 126.68
9	n/a	4 Each	36" LCPCP, Angle Adaptors (JT#s X16AA, X17AA, X25AA, X26AA)	01	\$ 645.00/EA.	\$2,580.00
11	n/a	1 Each	36" Short Joint (X31-S)	01	\$ 295.00/EA.	\$ 295.00
13	n/a	6 Each	36" PCCP Angle Adaptors (JT#s X21AA, X22AA, X23AA, X29AA, X30AA)	01	\$ 500.00/EA.	\$3,000.00
17	n/a	Lump Sum	Field Service to weld elbows at tunnel	01	\$ 550.00/LS	\$ 550.00
18	n/a	1 Each	36" Plug w/ 3/4" BTO (X27-P)	01	\$ 475.00/EA.	\$ 475.00
23	n/a	Lump Sum	Field Welding & Joint Rings	01	\$ 250.00/LS.	\$ 250.00
					TOTAL	\$6,801.68

ADD THE FOLLOWING:

REFER TO TERMS AND CONDITIONS ON REVERSE

G.O. ROUTING

(57)

CHANGE ORDER



UNITED CONCRETE PIPE
 A DIVISION OF U.S. PIPE AND FOUNDRY CO.
 P.O. Box 10280 • Dallas, Texas 75207 • Telephone (214) 638-8910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Tx.		SALES ORDER NO. 55-DA-56	
CITY DAN 03		CITY Crosstow Waterline		QUANTITY 66393	
CLASS SW 21	STATE 49	LOCAL TAX 03	ORDER NUMBER BY Rick Warren/bw	DATE 1-22-85	
UNIT 1	STATE 66	LOCAL TAX 03	ORDER NUMBER BY Rick Warren/bw	DATE 8/6/85	
APPROVED FOR CHANGE John Green					

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
------	----------	-------------	------------	-----------

ADD THE FOLLOWING:				
REFER TO TERMS AND CONDITIONS ON REVERSE				
13	2 Each	36" Angle Adaptors	\$ 500.00/EA.	\$1,000.00
19	10 Each	Flex Pretek	\$ 26.00/EA.	\$ 260.00
20	1 Each	36" Butt-strap Closure	\$1,460.00/EA.	\$1,460.00
21	Lump Sum	16 hours Field Welding Service	\$ 680.00/LS	\$ 680.00
22	Lump Sum	Remake of Joint 41-B (New Joint R41-B)	\$ 780.00/LS	\$ 780.00

GRAND TOTAL
~~\$4,180.00~~
\$3,920.00

copy

January 2, 1986

Mr. Michael Sinacola
Mario Sinacola & Sons
P. O. Box ~~842~~ 249
Lewisville, Texas 75067

Re: Crosstown Waterline

Dear Mr. Sinacola,

Could I please have copies of your August 19 and December 11, 1985 letters referred to in Mr. Gabe Favre's letter to you dated December 18, 1985.

I am attempting to understand all of this and I would like to have those letters.

Sincerely,

Ron Whitehead
City Manager

RW/td

GINN, INC.

CONSULTING ENGINEERS

December 18, 1985

Mr. Michael Sinacola
Mario Sinacola & Sons
P.O. Box ~~842~~ 248
Lewisville, TX 75067

Re: Crosstown Waterline

Dear Sir:

Pursuant to our meeting of December 11, 1985, we have reviewed, again, your letters of August 19, 1985, and September 18, 1985, along with our response of October 7, 1985. In those letters, you are requesting an additional \$89,619.33 for extra work you felt was incurred on the project. In our negotiations of December 11, 1985, you indicated that you would accept \$72,525.58 for that extra work.

After careful review of each item in your request and in an attempt to compromise and settle this dispute, we are willing to recommend payment to the Town of Addison in the amount of \$49,930.42 as indicated on the attached summary sheets, provided that the following items are addressed:

1. The concrete vaults shall be pumped free of water. Any seepage of free water shall require sealing with an approved mastic sealer.
2. Provide test results, on deficient concrete along Montfort, to indicate acceptable concrete has been attained.
3. Provide signed acceptance of Certificate of Substantial Completion.
4. Provide layout drawings of piping in area of TP&L transformer.
5. Provide documentation that the civil defense siren wiring (along rear of Sakowitz parking lot) has been repaired again.
6. Provide documentation that landscape repair in amount of \$450.00 and soils tests in amount of \$182.00 have been paid.
7. Substantiate, by means of time sheets, or otherwise, items 9, 10, and 15 as outlined in our letter of October 7, 1985.
8. Complete the construction of the 36" tie-in to the 84" Dallas Water Utilities facilities, and the 12" tie from the 24" line to Dallas Water Utilities 12" line.

If you are in agreement with this amount, please prepare a letter requesting these amounts, similar to the September 18, 1985 letter, along with documentation requested above. Prepare a final pay request and submit the above extras as "Field Changes." Additionally, you need to provide closeout submittals such as Waiver or Release of Liens, Release from bonding company, letter guaranteeing project for one year from date of final acceptance, and as-built drawings in accordance with the contract documents.

Should you have any questions, please contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gabe Favre".

Gabe Favre

/sr

cc: Ron Whitehead
Ralph Seeley
Don Preece
Randy Fleming

AUGUST 19, 1985 LETTER

ITEM DATE/NO.	AMOUNT REQUESTED	AMOUNT APPROVED	COMMENTS

(1) 7-16-85	\$1,565.40	\$1,565.40	No charge for 7-17-85
(2) 7-18-85	\$2,360.02	\$1,100.00	Labors sent home. Some equipment not used this date.
(3) 7-19-85 to 7-22-85	N.C.	N.C.	Okay
(4) 7-23-85	\$2,402.60	\$2,402.60	See October 7 letter
(5) 7-24-85	\$3,326.25	\$0.00	Down time. Also loader, pick-up, foreman used in clean-up.
(6) 7-25-85	\$3,326.25	\$0.00	" " " "
(7) 7-26-85	\$3,326.25	\$0.00	" " " "
(8) 7-27-85	\$3,326.25	\$0.00	" " " "
(9) 7-29-85	\$5,108.95	\$3,465.00	See October 7 letter
(10) 7-30-85	\$6,782.49	\$5,813.28	See October 7 letter
(11) 7-31-85	\$3,082.95	\$3,082.95	Okay
TOTALS	\$34,607.41	\$17,429.23	
Extra concrete	\$990.00	\$0.00	Not separate pay item
Extra rock/sand	\$420.00	\$420.00	Okay
Embedment	\$2,740.00	\$2,740.00	Disagree, but will allow since extra.
Field service/fittings	\$10,721.68	\$7,800.00	Cost difference in angle adaptors
Surveying	\$227.50	\$227.50	Agree
SUBTOTAL	\$49,706.59	\$28,616.73	
Minus Savings (.5 day)	\$3,082.95	\$3,082.95	Actual savings probably 2 days (-\$12,331.80)
	\$46,623.64	\$25,533.78	
Plus 20% OH/P	\$9,324.73	\$3,830.07	15% allowed by contract
	\$55,948.37	\$29,363.85	(52%) of total requested

SEPTEMBER 18, 1985 LETTER

ITEM	AMOUNT REQUESTED	AMOUNT APPROVED	COMMENTS

I. 54" x 24" Tap			
1. Labor/equipment	\$4,194.50	\$3,420.00	9 men not on job
2. Material	\$2,400.00	\$2,400.00	Agreed
II. Church			
1. Labor/equipment	\$8,589.00	\$4,294.50	Split time
2. Material	\$2,100.00	\$1,768.74	Difference in angle adaptors costs.
III. Sta. 54+50			
1. Labor/equipment	N/C	N/C	Agreed
2. Material	\$590.00	\$590.00	Agreed
IV. 12" outlet			
1. Labor/equipment	N/C	N/C	Agreed
2. Material	\$690.00	\$690.00	Agreed
V. 36" plug			
1. Labor/equipment	N/C	N/C	Agreed
2. Material	\$635.00	\$635.00	Agreed
3. Concrete	\$120.00	\$120.00	Agreed
VI. Montfort			
1. Labor/equipment	\$4,294.50	\$0.00	See October 7 letter; disagree
2. Material	\$2,290.00	\$1,809.60	Diff. in angle adaptor costs
3. Concrete	\$769.10	\$769.10	Agreed
VII. Marriott			
1. Labor/equipment	\$193.08	\$193.08	Agreed
2. Material	\$140.00	\$140.00	Agreed
3. Miscellaneous	\$638.95	\$638.95	Agreed
4. Concrete	\$120.00	\$120.00	Agreed
VIII. Belt Line			
1. Labor/equipment	N/C	N/C	
2. Material	\$295.00	\$295.00	Agreed

TOTAL I - VIII	\$28,059.13	\$17,883.97	
20% OH/P	\$5,611.83	\$2,682.60	15% allowed by contract

TOTAL	\$33,670.96	\$20,566.57	
28 days liquidated damages @ \$1000.00/day = \$28,000.00 Possible justification of maximum 12 days 16 days remaining to assess.			
	\$55,948.37	\$29,363.85	From August 19, 1985 totals
	\$33,670.96	\$20,566.57	From September 18, 1985 totals

TOTALS	\$89,619.33	\$49,930.42	(56%) Ginn, Inc. recommended payment
Sinacola original requested amount			
Sinacola negotiated price (\$72,525.58)		\$16,000.00	Liquidated damages we could assess, but may not.
		\$65,930.42	

			\$6,595.16 difference

GINN, INC.

CONSULTING ENGINEERS

December 20, 1985

Mr. Michael Sinacola
Mario Sinacola & Sons
P.O. Box 248
Lewisville, TX 75067

Re: Crosstown Waterline -- Addison, Texas

Dear Sir:

Pursuant to our phone conversation on December 19, 1985, concerning the 36" tie to the 84" Dallas Water Utilities main line recently constructed, and the 12" (ductile iron) tie to the 24" water main, you are requested to proceed with the installation in accordance with the attached drawings. Dallas has added a 6" concrete cradle, 10 feet either side of the butterfly valve; otherwise, all other construction will be as bid and at the unit prices shown below.

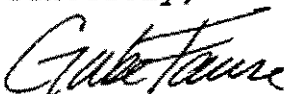
1. Install 36" butterfly valve complete with manhole, by-pass and all appurtenances	\$ 8,780.00
2. Connect to 84"	6,000.00
3. Connect to 36"	5,000.00
4. ± 45 LF of 36" RCCP @ \$114.11/ft.	5,134.95
5. 12" D.I.P. connection (±30 LF pipe)	2,862.50
6. Additional move-in cost	<u>5,500.00</u>
TOTAL	\$33,277.45

All of the above unit prices are as indicated on the contract documents with the exception of the additional move-in cost. Please add this as an extra item on the pay application.

As I stated to you in our telephone conversation, this work must be completed by January 20, 1986. If it cannot be accomplished in this time frame, then we would request that the work be completed in March 1986, when the 84" line is dewatered during the Dallas Water Utilities chlorination contract. You indicated it could be done in one week's time, approximately, and that you would attempt to complete it by the January 20, 1986 deadline.

If you have any questions, please contact us. Also, please notify us of your intended starting date.

Sincerely,



Gabe Favre

cc: Ron Whitehead
Don Preece

ring notes correspond by station num
appropriate typical detail drawing.

As Required To Construct The
e With Appurtenances, As Shown With
al Detail Drawing.

With Fill Material To Match
grades, As Shown With Typical Detail
Not A Separate Pay Item Include In
No. 101.2

DUM NO. 2
shed For
nstruction.

P.I. STA. 59+45.42
 $\Delta = 45^\circ 00' 00''$
Install:
1- 24" - 45° Horz. Bend
Complete In Place

3- 24" Butterfly Valves
1- 24" x 24" Tee

4- 24" - 45° Bends
See Detail Sheet 20

STA. 59+35±
Install:
1- 24" x 12" Tee
1- 12" Gate Valve w/ Box
Tie To Proposed 12" Water
w/ 12" Ductile Iron Pipe

CAUTION!
18" RCP
Do Not Disturb

See Detail Below

Similar

CELESTIAL ROA

P.I. STA. 59+73.70
 $\Delta = 46^\circ 24' 00''$
Install:
1- 24" - 46.40° Horz. Bend
Complete In Place
Welded Joints

Proposed 8
Flanged Tee
Connect To
AT This P

Install:
1- 36" - 45° Horz. Bend

STA. 60
STA. 60
1. Saw And
See Detc

Install:
1- 36" - 45° Wye

2. Replace
See Detc
Pay Item

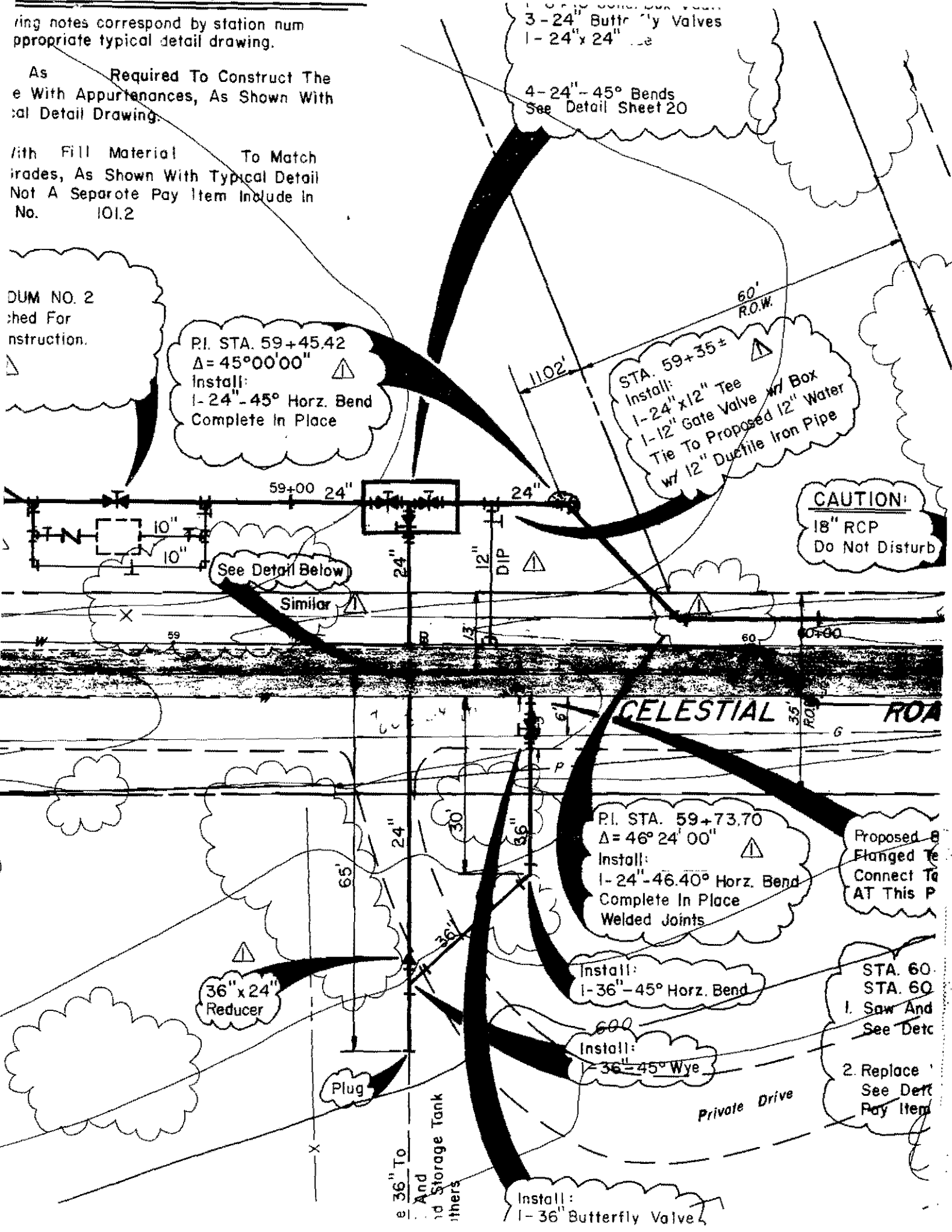
36" x 24"
Reducer

Plug

Private Drive

36" To
And Storage Tank
Others

Install:
1- 36" Butterfly Valve



GINN, INC.

CONSULTING ENGINEERS

October 7, 1985

Mr. Michael Sinacola
Mario Sinacola & Sons
P.O. Box 248
Lewisville, TX 75067

Re: Crosstown Waterline

Dear Sir:

Reference your letter of August 19, 1985, with regard to your request for extra payment in the amount of \$55,948.37 and your subsequent letter of September 18, 1985, requesting an additional \$33,670.96.

First, we would like to refer you to our letter of July 29, 1985, regarding deviating from the construction plans to route the water line around the TP&L transformer and payment on extras for this project.

Secondly, we have not issued instructions to complete any extra work in the amount of \$55,948.37. We did acknowledge that the actual work required to alter the alignment in the vicinity of the TP&L transformer would be paid for in accordance with the contract documents.

We have reviewed the data which you submitted and the following sets forth our comments. Generally our comments are: (1) that Section 4.03 HINDRANCES AND DELAYS, states that no claims shall be made by the contractor for damages resulting from hindrances or delays from any cause. . . during the progress of any portions of the work embraced in this contract; (2) the basis for payment under this contract is the unit price method, payment shall be made for the actual amount of such work done and material furnished completed in-place and accepted; and (3) extra work will be paid for by agreed unit prices, or agreed lump sum or actual field cost of the work plus 15%, where actual field costs of men, machinery, supplies, etc., for the time actually employed or used on such extra work.

Specifically, our comments are as follows: (Refer to your summary sheet by dates)

Item #1: (7-16-85) Request: \$1,565.40
Comments: Digging up existing utilities for verification is not a separate pay item. Specifications indicate it is your responsibility to verify utilities. Additionally, your crews laid approximately 120 LF of pipe along Sakowitz's parking lot, and were paid for that work.

Response: We will not recommend payment by the Town of Addison.

Item #2: (7-17-85 and 7-18-85) Request: \$2,360.02
COMMENTS: Your comments were "had to stop early, due to material movement under transformer." In our opinion, this is a construction problem. Had you chosen to shore or brace the earth next to the transformer, you may not have had movement. The majority of the equipment and labor for this item was spent on placing the pipe in the casing and installing the hold down jacks. Additionally, we were not notified of this potential problem until the problem occurred and TP&L was notified. Our opinion is no "extra" work was done. The work that was done was required anyway. The "decision" made to pull pipe back through tunnel was never actually made by this office. It was discussed as a possibility if you will recall. The 875 compactor was not used this day and the men were sent home early according to our records. We have no pay item set up for idle equipment and labor costs.

We asked for an estimate of costs to help determine a "decision" to pull pipe back through tunnel and come up on the east side of the TP&L transformer. We also requested an estimate of what it would take to continue bore to the west. This request was made Thursday, July 18, 1985. We were told you would get with us "first thing" Friday morning. Friday morning you called and changed the time to 4:30 or 5:00 p.m. We waited until 5:45 p.m. to hear from you that you wanted to postpone it until Monday (7-22-85).

Response: We will not recommend payment to the Town of Addison.

Item #3: (7-19-85 to 7-22-85) Request: (No charge)
COMMENTS: If you were proceeding with directions given on October 18, 1985. . . pulling pipe back to east to get measurements, etc., and there is "no charge," why would a request on July 16, 1985 for \$2,370.02 be made?

On July 20, 1985 and July 22, 1985, it rained; therefore, no work was completed.

Response: No action required.

Item #4: (7-23-85) Request: \$2,402.60
COMMENTS: Work that was done and paid for and included under other pay items, such as finishing connections in 54" casing, installing hold-down jacks and removing concrete paving at Sakowicz parking lot, or equipment and labor used to remove the auger head from the bore pit does not constitute extra work. Additionally, you indicate 4 operators, but only 3 pieces of equipment; this is inconsistent with your request.

Response: We will not recommend payment to the Town of Addison.

Item #5: (7-24-85) Request: \$3,326.25
COMMENTS: "... proceeded with cleanup with pipeline crew." Cleanup is not a separate pay item or considered an extra. If this request is for "down time" due to not being able to prosecute work, then this request is without merit. Also, according to our records, your crews were breaking out concrete on Sakowitz, grading, rolling and preparing lime material and cleanup on this date; therefore, your equipment and labor costs should have been included in those items.

Response: We will not recommend payment to the Town of Addison.

Item #6: (7-25-85) Request: \$3,326.25
COMMENTS: Same as item #5 above.

Response: We will not recommend payment to the Town of Addison.

Item #7: (7-26-85) Request: \$3,326.25
COMMENTS: What is the charge for equipment and labor? See Item #5 above. This equipment and labor could have been used to complete other portions of the job. It was your choice not to work on other sections of the pipe. Additionally, a meeting to make a decision was set up early in the day and you could not attend at that time.

Response: We will not recommend payment to the Town of Addison.

Item #8: (7-27-85) Request: \$3,326.25
COMMENTS: See Item #7 above. Delays due to utility relocation are not paid for separately.

Response: We will not recommend payment to the Town of Addison.

Item #9: (7-29-85) Request: \$5,108.95
COMMENTS: The extra labor and equipment involved in installation of the closure section on east end is a valid request. Proceeding with cleanup is not considered extra work. Also, according to our records, the 950 loader was not used in installation of the closure section. Three operators were not used; the foreman operated the 1000C backhoe; therefore, we will not recommend payment for labor of three operators when only one was actually doing this work.

Response: We will recommend payment be made by the Town of Addison with stipulation that full amount be reduced to include only that portion related to closure section.

Item #10: (7-30-85)

Request: \$6,782.49

COMMENTS: It appears to be an inordinate amount of time to complete this portion of the pipeline. Also, according to your request, the labor amounted to eleven men on this extra work portion. In order to recommend payment to the Town of Addison, we need additional information to justify the number of laborers involved and the hours required to do the work.

Response: We will consider these items and recommend payment to the Town of Addison, if you substantiate this request with additional information.

Item #11: (7-31-85)

Request: \$3,082.95

COMMENTS: You placed approximately 240 LF of water line between the buildings and were paid at the unit price stated in the contract documents. We do not see where this should be considered extra work. The area considered extra work, around the transformer, was completed July 30, 1985.

Response: We will not recommend payment to the Town of Addison.

Item #12: The extra concrete required for blocking 18 yards @ \$55.00 for a total of \$990.00 is not recommended for payment due to the fact that blocking is not a separate pay item. No additional blocking, beyond what was anticipated in the initial location of the pipeline, was provided; therefore, we do not consider this a valid request.

Response: We will not recommend payment to the Town of Addison.

Item #13: Extra rock and sand required at west end of tunnel. What was this for? The lengths and bends of the pipe in the vicinity of the transformer, were not changed appreciably to affect the rock and sand quantities needed. Your request for \$420.00 is not a valid request.

Response: We will not recommend payment to the Town of Addison.

Item #14: All rock embedment for 400 LF at \$6.85 for a total of \$2,740.00 is not a valid request. By allowing you to place the pipe between the building at a shallow depth (4' cover versus 8'-10' of cover), you indicated this would save you time and money and that if we allowed the shallow depth trench, you would substitute the rock to 1' over the pipe at no additional compensation; therefore, we believe the Town of Addison is due a credit for saving 3 - 4 days of construction time.

Response: We will not recommend payment to the Town of Addison.

Item #15: Field services and special fittings in the amount of \$10,721.68. The 36" joints and fittings along with the angle adaptors are paid for as linear foot of pipe, not separate pay items. This request indicates 12 angle adaptors, whereas no more than 6 were used on this particular location. The field welding was used in lieu of thrust blocking as required on the plans and not considered a separate pay item. A portion would be considered as an extra if justification could be supplied, not just a list of materials that were supplied throughout the project.

Response: We will not recommend payment of the full amount to the Town of Addison.

The following items refer to your letter of September 18, 1985.

Item I - We have no objections to the materials costs of \$2,400.00, but cannot substantiate the labor cost of 9 men doing 10 hours of work each for this part of the project. Please provide more detailed information so we may evaluate.

Item II - You indicated and agreed to at the time this was done that no additional compensation was forthcoming. The alignment was changed slightly for your convenience. This request for \$10,689.00 will not be recommended for payment to the Town of Addison.

Item III - These joints were paid for in the linear foot costs of pipe installed. No extra compensation will be recommended for payment to the Town of Addison.

Item IV - We acknowledge this 12" outlet installation (material cost), and we will recommend payment to the Town of Addison.

Item V - Even though you will install the 36" eventually, we acknowledge that in order to properly test the line, the plug and concrete thrust block had to be installed; therefore, we will recommend payment to the Town of Addison.

Item VI - We believe we have explained to you previously, in a letter, our position on this item. We will not recommend payment for this item to the Town of Addison.

Item VII - We will recommend payment of this item to the Town of Addison as presented.

Item VIII - We will recommend payment of this item to the Town of Addison as presented.

The overhead and profit is limited to 15% in accordance with the contract documents.

Please provide us the requested items stated above at your earliest convenience. Our records indicate that the project was substantially completed on September 11, 1985, a full 28 days beyond contract completion date. Please provide your opinion as to why the Town of Addison should not assess liquidated damages in the amount of \$28,000.00 as provided for in the contract documents.

Upon satisfactory submission of the above items and the resolution of the requests, we will submit your final payment request to the Town of Addison for their consideration.

Sincerely,

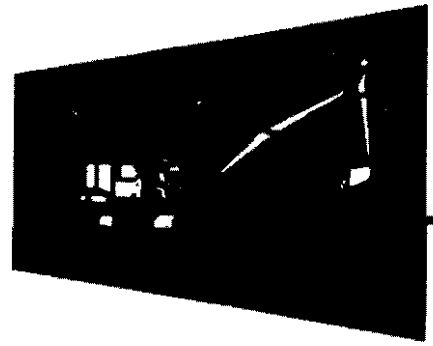


Gabe Favre

/sr

cc: Ron Whitehead
Don Preece
Ralph Seeley
Larry McCallum

RECEIVED SEP 20 1985



MARIO SINACOLA & SONS
EXCAVATING, INC.

September 18, 1985

Ginn Incorporated
16135 Preston Road, Suite 112
Dallas, Texas 75248

ATTN: Mr. Gabe Favre

RE: Crosstown Waterline

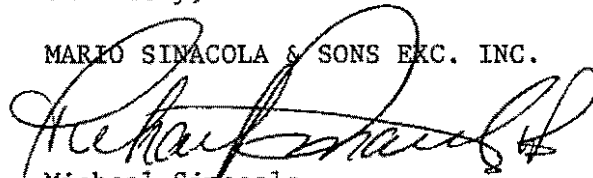
Dear Sir:

Attached, you will find a summary of some of the extra costs which were encountered in the above referenced project.

Please review this summary and if you have any questions, feel free to contact me. We will look forward to reimbursement of these costs.

Sincerely,

MARIO SINACOLA & SONS EKC. INC.



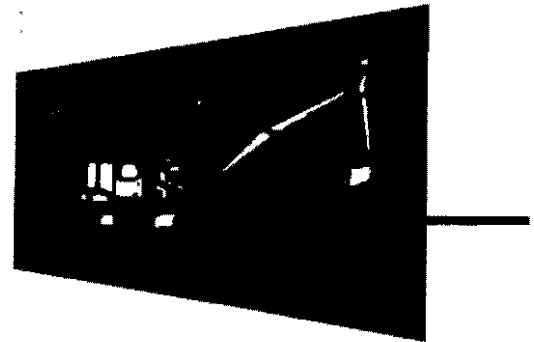
Michael Sinacola
Vice President

MS:lg

ATT

MARIO SINACOLA & SONS

EXCAVATING, INC.



SUMMARY

ITEM

I. CHANGE AT 54" X 24" TAP

A. 24" tap could not be made when project began because the laying direction was changed and tie in to 54" differed to original plans.

1. Labor & Equipment Cost (SEE ATTACHED)	\$4,194.50
2. Material cost (SEE ATTACHED)	<u>2,400.00</u>
TOTAL	\$6,594.50

II. CHANGE IN ALIGNMENT OF 24" R.C.C.P. DOWN CELESTRIAL.

A. Received direction from Ginn Inc. (GABE) to install line in front of church and down Celestial best way possible to avoid water and gas mains which were in conflict.

1. Labor & Equipment Cost (SEE ATTACHED)	\$8,589.00
2. Material Cost (SEE ATTACHED)	<u>2,100.00</u>
TOTAL	\$10,689.00

III. EXTRA MATERIAL REQUIRED AT APPROXIMATE STATION 54+50.

A. Due to previous changes in the line, two short joints were required to get back to correct station.

1. Labor & Equipment Cost	\$ N/C
2. Material Cost (SEE ATTACHED)	<u>590.00</u>
TOTAL	\$ 590.00

IV. ADDITIONAL 12" FLANGED OUTLET.

A. At sta 59+35 a 12" outlet was installed that was not shown on original plans.

1. Labor & Equipment Cost	\$ N/C
2. Material Cost (SEE ATTACHED)	<u>690.00</u>
TOTAL	\$ 690.00

V. 36" PLUG INSTALLED.

A. At the first crossing under Celestial, the 84" line is not installed yet and had to plug 36" line for future tie in.

1. Labor & Equipment Cost	\$ N/C
2. Pipe Material (SEE ATTACHED)	635.00
3. Concrete	<u>120.00</u>
TOTAL	\$ 755.00

SEWERS
WATER

EXCAVATING

• 500 E. HIGHWAY 121 • P. O. BOX 248 • LEWISVILLE, TEXAS 75067 • PHONE (214) 221-3584
• 25301 NOVI ROAD • P. O. BOX 351 • NOVI, MICHIGAN 48050 • PHONE (313) 626-9110

MARIO SINAOLA & SONS

EXCAVATING, INC.

VI. CONFLICTS OF MONTFORT.

A. Had to repair storm sewer at Montfort and Verde Valley, and avoid water and sewer mains not shown on plans along Montfort.

1. Labor & Equipment Cost (SEE ATTACHED)	\$4,294.50
2. Material Cost (SEE ATTACHED)	2,290.00
3. Concrete & Storm Sewer	769.10
TOTAL	<u>\$7,353.60</u>

VII. 8" TIE INS AT MARRIOTT.

A. On the east side of Marriott, we installed a flanged outlet and tied it into the 36" line. At the west side, we plugged and blocked the existing 8" valve.

1. Labor & Equipment Cost (SEE ATTACHED)	\$ 193.08
2. Material Cost (SEE ATTACHED)	140.00
3. Miscellaneous Material (SEE ATTACHED)	638.95
4. Concrete	120.00
TOTAL	<u>\$1,092.03</u>

VIII. SHORT JOINT CHARGED AT END.

A. At the 30" tie in at Beltline, we needed an additional 8.30' short joint to make connection.

1. Labor & Equipment Cost	\$ N/C
2. Material Cost (SEE ATTACHED)	295.00
TOTAL	<u>\$ 295.00</u>

TOTAL ITEMS I - VIII \$28,059.13

10% OVERHEAD
10% PROFIT 5,611.83

TOTAL \$33,670.96

MARIO SINAJOLA & SONS

EXCAVATING, INC.

COST BREAKDOWNS

ITEM I (A)

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
1000 C BACKHOE	1	10	95.00	950.00
875 COMPACTOR	1	10	60.00	600.00
950 LOADER	1	10	85.00	850.00
PICK-UP	1	10	15.00	150.00
FOREMAN	1	10	20.25	202.50
OPERATOR	3	10	16.07	482.10
GRADEMAN	1	10	18.54	185.40
LAYER	1	10	13.88	138.80
TAILMAN	1	10	13.13	131.30
LABORER	2	10	10.22	204.40
MOVES		3	100.00	300.00
			TOTAL	\$4,194.50

ITEM II (A)

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 BACKHOE	1	20	135.00	2,700.00
875 COMPACTOR	1	20	60.00	1,200.00
950 LOADER	1	20	85.00	1,700.00
PICK-UP	1	20	15.00	300.00
FOREMAN	1	20	20.25	405.00
OPERATOR	3	20	16.07	964.20
GRADEMAN	1	20	18.54	370.80
LAYER	1	20	13.88	277.60
TAILMAN	1	20	13.13	262.60
LABORER	2	20	10.22	408.80
			TOTAL	\$8,589.00

ITEM VI (A)

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 BACKHOE	1	10	135.00	1,350.00
875 COMPACTOR	1	10	60.00	600.00
950 LOADER	1	10	85.00	850.00
PICK-UP	1	10	15.00	150.00
FOREMAN	1	10	20.25	202.50
OPERATOR	3	10	16.07	482.10
GRADEMAN	1	10	18.54	185.40
LAYER	1	10	13.88	138.80
TAILMAN	1	10	13.13	131.30
LABORER	2	10	10.22	204.40
			TOTAL	\$4,294.50

MATERIAL

		<u>RATE</u>	<u>TOTAL</u>
36" R.C.P.	30 LF	23.47	704.10
MISCELLANEOUS CONCRETE-1	LS	65.00	65.00
		TOTAL	\$ 769.10

MARIO SINIOLA & SONS

EXCAVATING, INC.

ITEM VII(A)

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
580 CASE	1	2	35.00	70.00
FOREMAN	1	2	20.25	40.50
OPERATOR	1	2	16.07	32.14
PICK-UP	1	2	15.00	30.00
LABORER	1	2	10.22	20.44
			TOTAL	\$ 193.08

CHANGE ORDER



CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Tx.		SALES ORDER DATE 1-22-85		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW 21		CROSSTOWN WATERLINE		CHANGE ORDER DATE 6/24/85		CHANGE ORDER NUMBER 3	
CLASS USE 34		LOCAL TAX 03		ORDER WRITTEN BY Rick Warren/bw		NEW TOTAL AMT OF OHI \$ 377,949.11	
STATE 49		STATE TAX 03		CPD EST. NO. 55-84-12-10			
CITY DAN		CPD EST. NO. 55-84-12-10		AMT OF THIS C/O \$ 2,905.60			
AUTHORITY FOR CHANGE John Green of Mario Sinacola & Sons							

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION
			<p>REFER TO TERMS AND CONDITIONS ON REVERSE</p> <p>The alignment at the beginning of the 24" line (Station 80+63.00) has been changed.</p> <p>MAKE THE FOLLOWING CHANGES:</p> <p>24" PCCP Class 150</p> <p>Necessary pipe and fittings for new alignment</p> <p>DELETE 1 ea. - 24" Gasket Bend</p> <p>DELETE 1 ea. - 24" Gasket x 24" Flange Bend</p> <p>REWORK 1 ea. - 24" Short Joint</p> <p>REWORK 1 ea. - 24" Gasket Butt-Strap Closure w/ 2 hand- holes</p> <p>ADD 1 ea. - 24" Flange x 24" Gasket Adaptor w/ 3/4" Bronze Threaded Outlet & Plug</p> <p>ADD 1 ea. - 24" Short Joint</p> <p>ADD 2 ea. - 24" Gasket Bend</p> <p style="font-size: 2em; text-align: center;">ITEM I #2</p>		\$ 31.10	\$ 505.06
		LS			\$2,400.00	\$2,400.00
					TOTAL	\$2,905.06

CHANGE ORDER

UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
P.O. Box 10233 • Dallas, Texas 75207 • Telephone (214) 638-6910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER DATE 1/22/85		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW 21		CROSSTOWN WATERLINE		CHANGE ORDER DATE 7/5/85		CHANGE ORDER NUMBER 4	
AUTHORITY FOR CHANGE		CITY STATE TAX LOCAL TAX CPO EST. NO.		CUST. CODE NO. 66393		NEW TOTAL AMT OF ORDER \$ 383,999.15	
CLASS USE 34 1 49 66		DAN 03 55-85-12-10		ORDER WRITTEN BY Rick Warren/hw		EXTENSION	

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	AMT. OF THIS C/O	UNIT PRICE	EXTENSION	
			Mike Sinacola					
			REFER TO TERMS AND CONDITIONS ON REVERSE					
			ADD THE FOLLOWING:					
9		2 Each	36" Angle Adaptor (JTS x 8-AA & x9AA) (LCPCP)		\$ 645.00 EA.		\$ 1,290.00	
11		3 Each	36" Nitecaps (JTS x11-LC, x12-LC, x-15 LC)		\$ 145.00 EA.		\$ 435.00	
12		2 Each	36" PCCP Short Joints (JTS x 13-S, xm-S)		\$ 295.00 EA.		\$ 590.00	
13		6 Each	24" Angle Adaptor (JTS x3AA-x8AA)		\$ 350.00 EA.		\$ 2,100.00	
14		2 Each	36" Angle Adaptor (JTS x6-AA, x7-AA) (PCCP)		\$ 500.00 EA.		\$ 1,000.00	
		1 Each	36" DHP w/3/4" BTO (Remake)		\$ 635.00 EA.		\$ 635.00	
					TOTAL		\$ 6,050.00	

RECEIVED

JUL 15 1985

MARIO SINACOLA & SONS
P.O. BOX 10233 DALLAS, TEXAS 75207

ITEM II # 2



CHANGE ORDER

UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
P.O. Box 10233 • Dallas, Texas 75207 • Telephone (214) 638 6510

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER DATE 1/22/85		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SM 21		CROSSSTOWN WATERLINE		CHANGE ORDER DATE 7/5/85		CHANGE ORDER NUMBER 4	
CLASS USE 34		CITY DAN 03		AMT. OF THIS C/O \$ 6,050.00		NEW TOTAL AMT. OF ORDER \$ 383,999.15	
STATE 49		LOCAL TAX 03		UNIT PRICE		EXTENSION	
CITY DAN 03		ORDER WRITTEN BY Rick Warren/bw		PRODUCT CODE			
AUTHORITY FOR CHANGE		Mike Sinacola					

ITEM	BID ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
			REFER TO TERMS AND CONDITIONS ON REVERSE		
			ADD THE FOLLOWING:		
11		2 Each	36" Angle Adaptor (JTS x 8-AA & x9AA) (LCPCP)	\$ 645.00 EA.	\$ 1,290.00
12		3 Each	36" Nitecaps (JTS x11-LC, x12-LC, x-15 LC)	\$ 145.00 EA.	\$ 435.00
13		2 Each	36" PCCP Short Joints (JTS x 13-S, xm-S)	\$ 295.00 EA.	\$ 590.00
14		6 Each	24" Angle Adaptor (JTS x3AA-x8AA)	\$ 350.00 EA.	\$ 2,100.00
		2 Each	36" Angle Adaptor (JTS x6-AA, x7-AA) (PCCP)	\$ 500.00 EA.	\$ 1,000.00
		1 Each	36" DHP w/3/4" BTO (Remake)	\$ 635.00 EA.	\$ 635.00
			TOTAL		\$ 6,050.00

RECEIVED

JUL 15 1985

MARIO SINACOLA & SONS
1800 W. ...

ITEM III # 2



CHANGE ORDER



UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
P.O. Box 10283 • Dallas, Texas 75207 • Telephone (214) 618-6111

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Tx.		SALES ORDER DATE 1/22/85		SALES ORDER NUMBER 55-DA-5610	
SALES AREA SW21		CROSSCROWN WATER LINE		CHANGE ORDER DATE 6/10/85		CHANGE ORDER NUMBER 2	
AUTHORITY FOR CHANGE		LOCAL TAX 03		AMT. OF THIS C/O \$ 1,550.00		NEW TOTAL AMT. OF ORD \$ 375,043.55	
CLASS 34		STATE TAX 03		UNIT PRICE		EXTENSION	
CITY DAN		CROSSCROWN WATER LINE		PRODUCT CODE			
YEAR 66		CITY EST. NO. 55-84-12-10		ORDER WRITTEN BY RVW/DW			
QUANTITY		DESCRIPTION		G.O. ROUTING		TRAFFIC	
Miké Sinacola		REFER TO TERMS AND CONDITIONS ON REVERSE		SALES ACCOUNT			
ADD THE FOLLOWING:							
7	2 each	Set of Banding tools		2	\$ 330.00/EA.	\$ 660.00	
8	2 each	24" Gasket Nite Cap		2	\$ 100.00/EA.	\$ 200.00	
9	1 each	12" F.O. @ station 59+35 (not shown on original drawings)		1	\$ 690.00/EA.	\$ 690.00	
		NOTE: The footage for item #1 on the finished product summary is 5,831.36 LF		TOTAL		\$ 1,550.00	

ITEM IV # 2

Jim Walter Company

JUN 21 1985

Jim Walter Company

CHANGE ORDER



UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
 P.O. Box 10233 • Dallas, Texas 75207 • Telephone (214) 633 0910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER DATE 1/22/85		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW 21		CROSSTOWN WATERLINE		CHANGE ORDER DATE 7/5/85		CHANGE ORDER NUMBER 4	
AUTHORITY FOR CHANGE		ORDER WRITTEN BY Rick Warren/hw		AMT. OF THIS C/O \$ 6,050.00		NEW TOTAL AMT. OF ORDER \$ 383,999.15	
CLASS (UBE) STATE TER CITY STATE TAX LOCAL TAX CPO EST. NO.		CUST. CODE NO. 66393		UNIT PRICE		EXTENSION	
34 J 49 66 DAN 03 55-85-12-10		Rick Warren/hw					
<p>Mike Sinacola</p> <p>REFER TO TERMS AND CONDITIONS ON REVERSE</p> <p>ADD THE FOLLOWING:</p>							
ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION	
		2 Each	36" Angle Adaptor (JTS x 8-AA & x9AA) (LCPCP)		\$ 645.00 EA.	\$ 1,290.00	
		3 Each	36" Nitecaps (JTS x11-LC, x12-LC, x-15 LC)		\$ 145.00 EA.	\$ 435.00	
11		2 Each	36" PCCP Short Joints (JTS x 13-S, xm-S)		\$ 295.00 EA.	\$ 590.00	
12		6 Each	24" Angle Adaptor (JTS x3AA-x8AA)		\$ 350.00 EA.	\$ 2,100.00	
13		2 Each	36" Angle Adaptor (JTS x6-AA, x7-AA) (PCCP)		\$ 500.00 EA.	\$ 1,000.00	
14		1 Each	36" DHP w/3/4" BTO (Remake)		\$ 635.00 EA.	\$ 635.00	
					TOTAL	\$ 6,050.00	

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JUL 15 1985

MARIO SINACOLA & SONS

ITEM V # 2

(S)

© Jim Walter Company

G.O. ROUTING

CHANGE ORDER

PAGE 1 OF 1



UNITED CONCRETE PIPE
 A DIVISION OF U.S. PIPE AND FOUNDRY CO.
 P.O. Box 10233 • Dallas, Texas 75207 • Telephone (214) 638-6910

CUSTOMER NAME: **Mario Sinacola & Sons** JOB TITLE: **Town of Addison, Texas**

SALES AREA: **SW 21** CLASS: **34** CITY: **DAN** STATE: **03** LOCAL TAX: **03** ORDER WRITTEN BY: **Rick Warren/hm**

AUTHORITY FOR CHANGE: **Mike Sinacola**

CUST. CODE NO.: **66393** SALES ORDER DATE: **1/22/85** SALE'S ORDER NUMBER: **55-DA-5650**

CHANGE ORDER NUMBER: **4**

NEW TOTAL AMT OF ORDER: **\$ 383,999.15**

EXTENSION: **6,050.00**

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	AMT. OF THIS C/O	UNIT PRICE	EXTENSION
9		2 Each	36" Angle Adaptor (JTS x 8-AA & x9AA) (LCPCP)		\$ 645.00	EA.	\$ 1,290.00
11		3 Each	36" Nitecaps (JTS x11-LC, x12-LC, x-15 LC)		\$ 145.00	EA.	\$ 435.00
12		2 Each	36" PCCP Short Joints (JTS x 13-S, xm-S)		\$ 295.00	EA.	\$ 590.00
13		6 Each	24" Angle Adaptor (JTS x3AA-x8AA)		\$ 350.00	EA.	\$ 2,100.00
14		2 Each	36" Angle Adaptor (JTS x6-AA, x7-AA) (PCCP)		\$ 500.00	EA.	\$ 1,000.00
		1 Each	36" DHP w/3/4" BTO (Remake)		\$ 635.00	EA.	\$ 635.00
TOTAL					\$ 6,050.00		\$ 6,050.00

REFER TO TERMS AND CONDITIONS ON REVERSE

ADD THE FOLLOWING:

RECEIVED

JUL 15 1985

MARIO SINACOLA & SONS
 ENGINEERS & ARCHITECTS

Item VI # 2

G.O. ROUTING

Mario Sinacola & Sons

CHANGE ORDER



UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
P.O. Box 10283 • Dallas, Texas 75207 • Telephone (214) 638 6910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER DATE 1-22-85		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW21		CROSS TOWN WATERLINE		CHANGE ORDER DATE 9-9-85		CHANGE ORDER NUMBER 10	
CLASS USE STATE YEAR 34 1 49 66		CITY STATE TAX LOCAL TAX CPD EST. NO. DAN 03 03 55-85-12-10		ORDER WRITTEN BY Rick Warren/bw		NEW TOTAL AMT OF ORC \$ 396,407.21	
AUTHORITY FOR CHANGE Verbal order from John Green to Mario Sinacola & Sons to Ed Martin of United Concrete							
ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION	
1	1	8.30 LF	36" Pretensioned Concrete Cylinder Pipe (JT. #32-S)	01	\$ 50.67/LF	\$ 420.56	
11	n/a	1 Each	36" Short Joint (JT. #32-S)	01	\$ 295.00/EA.	\$ 295.00	
24	n/a	Lump Sum	8" Flanged Outlet End field service	01	\$ 140.00/LS.	\$ 140.00	
25	n/a	Lump Sum	8 Hours field service to weld closure	01	\$ 340.00/LS.	\$ 340.00	
					GRAND TOTAL	\$1,195.56	

REFER TO TERMS AND CONDITIONS ON REVERSE

ADD THE FOLLOWING 8" FLANGED OUTLETS IN FRONT OF MARRIOTT, SHORT JOINT TO MAKEUP FOOTAGE FOR FINAL CLOSURE AND FINAL CLOSURE IN JOB:

ITEM III # 2

G.O. ROUTING



Jim Walter company



Utility and Industrial
PIPE • VALVES • FITTINGS

P.O. Box 190427 • 1975 California Crossing
IRVING, TEXAS 75018
(214) 558-0611

P.O. Box 14957 • 7197 Latham Dr.
RICHLAND HILLS, TEXAS 76117
(817) 695-0590

INVOICE NO. **77 61615**
INVOICE DATE **8-14-85**
TERMS: NET 15TH PROC.
NO CASH DISCOUNT
ALLOWED

YOUR ORDER NO. **ASDI 5001** DATE RECEIVED **8/12/85** PAGE **1** OF **1** SHIP TO

SOLD TO **SINACOLA, MARIO** STREET **W/C** CITY **300182 31**

LEO SV LLE. IX. 75061

DESCRIPTION	QUANTITY		PRICE	UNIT	EXTENSION	DISC.	NET
	ORDERED	SHIPPED					
8" C.I. MS PLUG	1	1	28.65				28.65
8" MUELLER MS IFG GATEVALVE	1	1	373.90				373.90
8" C.I. MS 22" B.U.D	1	1	87.70				87.70
8" SOLID SLEEVE	1	1	84.20				84.20
8" D.V.C PIPE	10	10	6.45				64.50
RECEIVED							
AUG 20 1985							
MARIO SINACOLA & SONS EXCAVATING INC.							
ITEM VII # 3							
MERCHANDISE TOTAL							638.95
TAX							490.33
FREIGHT							638.95
PARCEL POST							490.33
INVOICE TOTAL							1668.56

DATE SHIPPED **8-12-85** SHIPPED BY **W/C** REC'D BY **Robert Roman**

1. Return Policy — we cannot accept return of any goods unless our written authorization has been obtained. Credit will be issued to the buyer's account toward purchase of additional material only. Obsolete, discontinued or specially produced goods will not be accepted for return and credit.

2. Product Warranties — Notice is hereby given and published that we offer no warranty other than the manufacturer's warranty on goods we sell and that we in no way will accept responsibility for any damage or loss of goods caused by the use of our products.

3. Terms of Sale — This invoice is due and payable in Dallas, Texas. Cash in advance is accepted if not paid 30 days after invoice date.

4. Freight Terms — Our responsibility ceases upon delivery to the transportation company. All material sent out will be carefully examined, counted and packed. Claims for goods damaged or lost in transit should be made on the transportation company.

PLEASE REMIT TO DALLAS ADDRESS

INVOICE

CHANGE ORDER



UNITED CONCRETE PIPE

A DIVISION OF U.S. PIPE AND FOUNDRY CO.
P.O. Box 10283 • Dallas, Texas 75207 • Telephone (214) 638-6910

CUSTOMER NAME		JOB TITLE		Town of Addison, Texas		CROSS TOWN WATERLINE		CUST. CODE NO.		SALES ORDER DATE		SALES ORDER NUMBER	
SALES AREA		CLASS	LINE	STATE	CITY	TAX	LOCAL TAX	TER	NO.	DATE	DATE	NO.	NO.
Mario Sinacola & Sons		34	1	49	DAN	03	03	66	55-85-12-10	66393	1-22-85	55-DA-5650	
Verbal order from John Green to Mario Sinacola & Sons to Ed Martin of United Concrete		SW21		CROSS TOWN WATERLINE		55-85-12-10		Rick Warren/bw			9-9-85	10	
ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	NEW TOTAL AMT. OF ORC		EXTENSION					
			REFER TO TERMS AND CONDITIONS ON REVERSE										
			ADD THE FOLLOWING 8" FLANGED OUTLETS IN FRONT OF MARRIOTT, SHORT JOINT TO MAKEUP FOOTAGE FOR FINAL CLOSURE AND FINAL CLOSURE IN JOB:										
1	1	8.30 LF	36" Pretensioned Concrete Cylinder Pipe (JT. #32-S)	01	\$ 50.67/LF	\$ 420.56							
11	n/a	1 Each	36" Short Joint (JT. #32-S)	01	\$ 295.00/EA.	\$ 295.00							
24	n/a	Lump Sum	8" Flanged Outlet End field service	01	\$ 140.00/LS.	\$ 140.00							
25	n/a	Lump Sum	8 Hours field service to weld closure	01	\$ 340.00/LS.	\$ 340.00							
					GRAND TOTAL	\$ 1,195.56							

ITEM VIII # 2-



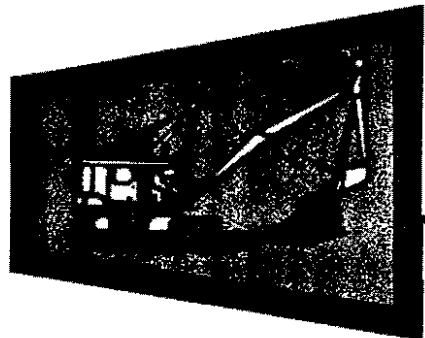
Jim Walter company

G.O. ROUTING

216

MARIO SINACOLA & SONS

EXCAVATING, INC.



RECEIVED AUG 20 1985

August 19, 1985

Ginn Incorporated
16135 Preston Road
Suite 112
Dallas, Texas 75248

ATTN: Mr. Gabe Favre

RE: Crosstown Waterline

Dear Sir:

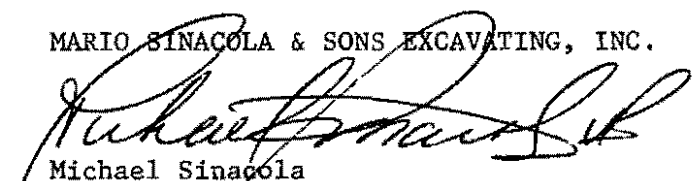
As you know, there was a conflict between the as-planned lines and the transformer box in the above referenced project. This letter will confirm that you have instructed us to resolve this conflict by raising the water main, circling the main around the transformer box, and then returning the main back to the location shown on the original plans. This will also confirm this work was to be treated as an extra and we would be paid for our costs incurred as well as reasonable overhead and profit.

We have now completed this extra work pursuant to your instructions and the cost for this extra work is \$55,948.37. Attached to this letter is the data which supports this amount. If you have any questions or comments regarding our costs, please contact us and we will be happy to answer your questions or supply additional information.

We look forward to receiving payment for these costs in our next draw, and we thank you for your attention to this matter.

Sincerely,

MARIO SINACOLA & SONS EXCAVATING, INC.



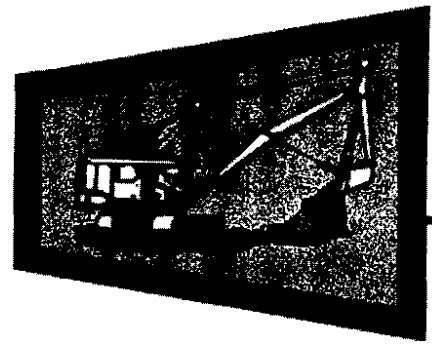
Michael Sinacola
Vice President

MS:lg

ATT

MARIO SINACOLA & SONS

EXCAVATING, INC.



SUMMARY

7-16-85 Dug existing utilities up for varification around transformer.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
1000 C BACKHOE	1	10	95.00	950.00
PICK UP	1	10	15.00	150.00
FORMAN	1	10	20.25	202.50
OPERATOR	1	10	16.07	160.70
LABORER	1	10	10.22	102.20
				<u>1,565.40</u>

7-17-85 Same as 7-16-85 (NO CHARGE)

7-18-85 Same as 7-16-85. Had to stop early, due to material movement under the transformer. Had meeting in field with Ginn, TP&L and Mario Sinacola & Sons. The decision was made to pull pipe back through tunnel to location agreed upon and make closure on east side of toll road and procede with pipeline on west side of to come up and around transformer.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
1000 C BACKHOE	1	7	95.00	665.00
875 COMPACTOR	1	3	60.00	180.00
950 LOADER	1	3	85.00	255.00
PICK UP	1	7	15.00	105.00
DUMP TRUCK	1	7	45.00	315.00
OPERATORS	3	13	16.07	626.73
FORMAN	1	7	20.25	141.75
LABORER	1	7	10.22	71.54
				<u>2,360.02</u>

7-19-85 Proceeded with directions given on 7-18-85. Pulled pipe back to east to get measurements for closure and material needed on west side of toll road. (NO CHARGE)

7-20-85 Same as 7-19-85 (NO CHARGE)

7-22-85 Same as 7-19-85 (NO CHARGE)

MARIO SINAOLA & SONS

EXCAVATING, INC.

7-23-85 Meeting was held at Ginn office. Decision was made by Ginn to cancel decision made on 7-18-85. Decided to tunnel 5' - 10' more. crew was shut down at 12:00. Met with Gabe Favre in late afternoon to show him the only way possible ws to bore approximately 30+ lf more and then would have problem with depth of cut at corner of building. And also, conflict of TP&L lines that were moved. We would have to stop until further decisions were made by Ginn.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	5	135.00	675.00
1000 C BACKHOE	1	5	95.00	475.00
950 LOADER	1	5	85.00	425.00
PICK UP	1	5	15.00	75.00
OPERATOR	4	5	16.07	321.40
FORMAN	1	5	20.25	101.25
GRADEMAN	1	5	18.54	92.70
LAYER	1	5	13.88	69.40
TAILMAN	1	5	13.13	65.65
LABORER	2	5	10.22	102.20
				2,402.60

7-24-85 No decision today. Proceeded with cleanup with pipeline crew.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	10	135.00	1,350.00
1000 C BACKHOE	1	10	95.00	950.00
950 LOADER	1	10	85.00	850.00
PICKUP	1	5	15.00	75.00
FORMAN	1	5	20.25	101.25
				3,326.25

7-25-85 Same as 7-24-85

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	10	135.00	1,350.00
1000 C BACKHOE	1	10	95.00	950.00
950 LOADER	1	10	85.00	850.00
PICKUP	1	5	15.00	75.00
FORMAN	1	5	20.25	101.25
				3,326.25

MARIO SINAJOLA & SONS

EXCAVATING, INC.

7-26-85 Same as 7-24-85. Also had meeting at Ginn office. Decision to come up and around transformer again. We would get grade shots on an existing utilities to get exact locations and Ginn was to get permission from Turnpike Authority to do so. At 4:30 gave Gabe grade shots that were taken. He said he would have an answer this afternoon. At 5:15 we received authorization from Gabe to procede as agreed.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	10	135.00	1,350.00
1000 C BACKHOE	1	10	95.00	950.00
950 LOADER	1	10	85.00	850.00
PICKUP	1	5	15.00	75.00
FORMAN	1	5	20.25	101.25
				<u>3,326.25</u>

7-27-85 Same as 7-24-85. Gabe told us we could not start on west side until Monday, because the power transfer to new lines for Marriott would not be performed until Monday, early morning.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	10	135.00	1,350.00
1000 C BACKHOE	1	10	95.00	950.00
950 LOADER	1	10	85.00	850.00
PICKUP	1	5	15.00	75.00
FORMAN	1	5	20.25	101.25
				<u>3,326.25</u>

7-29-85 Received material for closure section on east end and installed it. Also proceeded with cleanup.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	11	135.00	1,485.00
1000 C BACKHOE	1	11	95.00	1,045.00
950 LOADER	1	11	85.00	935.00
PICKUP	1	11	15.00	165.00
OPERATOR	3	11	16.07	530.31
FORMAN	1	11	20.25	222.75
GRADEMAN	1	11	18.54	203.94
LAYER	1	11	13.88	152.68
TAILMAN	1	11	13.13	144.43
LABORER	2	11	10.22	224.84
				<u>5,108.95</u>

MARIO SINICOLA & SONS

EXCAVATING, INC.

30-85 Proceeded on west end of tollway to go up and around transformer.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	11	135.00	1,485.00
1000 C BACKHOE	1	11	95.00	1,045.00
950 LOADER	1	11	85.00	935.00
920 LOADER	1	11	65.00	715.00
350 DOZER	1	11	55.00	605.00
PICKUP	1	11	15.00	165.00
OPERATOR	5	11	16.07	883.85
FORMAN	1	11	20.25	222.75
GRADEMAN	1	11	18.54	203.94
LAYER	1	11	13.88	152.68
TAILMAN	1	11	13.13	144.43
LABORER	2	11	10.22	224.84
				<u>6,782.49</u>

31-85 Same as 7-30-85.

<u>EQUIPMENT & LABOR</u>	<u>QTY</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
3500 B BACKHOE	1	5	135.00	675.00
1000 C BACKHOE	1	5	95.00	475.00
950 LOADER	1	5	85.00	425.00
920 LOADER	1	5	65.00	325.00
350 DOZER	1	5	55.00	275.00
PICKUP	1	5	15.00	75.00
OPERATOR	5	5	16.07	401.75
FORMAN	1	5	20.25	101.25
GRADEMAN	1	5	18.54	92.70
LAYER	1	5	13.88	69.40
TAILMAN	1	5	13.13	65.65
LABORER	2	5	10.22	102.20
				<u>3,082.95</u>

TOTAL

\$34,607.41

MARIO SINAJOLA & SONS

EXCAVATING, INC.

Total Charges From Summary Sheets	\$34,607.41
Extra Concrete Required for Blocking 18yds @ 55.00	990.00
Extra Rock & Sand Required at West end of Tunnel	420.00
All Rock Embedment for Approximately 400 lf @ 6.85	2,740.00
Field Services and Special Fittings Required (see attached)	10,721.68
Extra Surveying for Location of Proposed Water Line	<u>227.50</u>
SUB TOTAL	\$49,706.59
Production savings from shallowing up line between buildings. .5 days (deduct)	<u>- 3,082.95</u>
	\$46,623.64
10% Profit	
10% Overhead	<u>\$ 9,324.73</u>
TOTAL AMOUNT DUE	<u>\$55,948.37</u>

CHANGE ORDER

UNITED CONCRETE PIPE
 A DIVISION OF U.S. PIPE AND FOUNDRY CO.
 P.O. Box 10283 • Dallas, Texas 75207 • Telephone (214) 638-6910

CUSTOMER NAME Mario Sinacola & Sons		JOB TITLE Town of Addison, Texas		SALES ORDER NO. 66393		SALES ORDER NUMBER 55-DA-5650	
SALES AREA SW 21		CROSS TOWN WATERLINE		CHANGE ORDER DATE 1-22-85		CHANGE ORDER NUMBER	
AUTHORITY FOR CHANGE John Green		CITY STATE TAX LOCAL TAX CPOBENT. NO.		AMT. OF THIS C/O \$ 7,276.68		NEW TOTAL AMT. OF ORDER \$ 395,211.73	
CLASS / USE / STATE / TEN / CITY		55-85-12-10		ORDER WRITTEN BY Rick Warren/hw		0	
34 / 1 / 49 / 66 / DAN / 03		03					

ITEM	BID ITEM	QUANTITY	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXTENSION
			REFER TO TERMS AND CONDITIONS ON REVERSE			
			<u>ADD THE FOLLOWING:</u>			
1	1	2.50 LF	36" PCCP (JT# 31-S)	01	\$ 50.67/LF	\$ 126.68
	n/a	4 Each	36" LCPCP, Angle Adaptors (JT#s X16AA, X17AA, X25AA, X26AA)	01	\$ 645.00/EA.	\$2,580.00
11	n/a	1 Each	36" Short Joint (X31-S)	01	\$ 295.00/EA.	\$ 295.00
13	n/a	6 Each	36" PCCP Angle Adaptors (JT#s X21AA, X22AA, X23AA, X29AA, X30AA)	01	\$ 500.00/EA.	\$3,000.00
17	n/a	Lump Sum	Field Service to weld elbows at tunnel	01	\$ 550.00/LS	\$ 550.00
18	n/a	1 Each	36" Plug w/ 3/4" BTO (X27-P)	01	\$ 475.00/EA.	\$ 475.00
23	n/a	Lump Sum	Field Welding & Joint Rings	01	\$ 250.00/LS.	\$ 250.
			TOTAL			-\$7,276.68 \$6,801.68

G.O. ROUTING

LAW OFFICES OF
ROBERT L. McCALLUM

ROBERT L. McCALLUM
JEFFERY H. SHORE
LISA K. DUNHAM

4580 BELT LINE ROAD
SUITE 320
DALLAS, TEXAS 75244
(214) 233-2833

October 31, 1985

Mario Sinacola & Sons Excavating, Inc.
500 East Highway 121
P. O. Box 248
Lewisville, Texas 75067

Re: Addison Crosstown Waterline

Gentlemen:

Your letter dated October 24, 1985, has been referred to me for response. After reviewing the contract for construction of the above referred to waterline, I am of the opinion that the arbitration provision contained therein is unenforceable. The Town of Addison, at my recommendation, declines to arbitrate the matters set forth in your letter, due to the unenforceability of such provision and the untimeliness of your demand.

I would strongly suggest that you contact Ginn, Inc., the engineers on this project, to determine if this matter can be resolved by the parties.

Sincerely yours,

Robert L. McCallum

RLM/ja

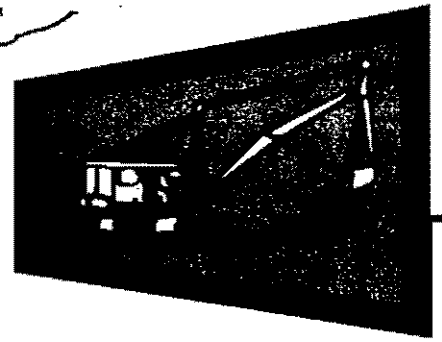
cc: Ginn, Inc.

Mr. Ron Whitehead ✓

Kevin

MARIO SINACOLA & SONS

EXCAVATING, INC.



October 24, 1985

Town of Addison
5300 Beltline Road
Dallas, Texas 75240

ATTN: Mr. Ron Whitehead

RE: Crosstown Waterline

Dear Sir:

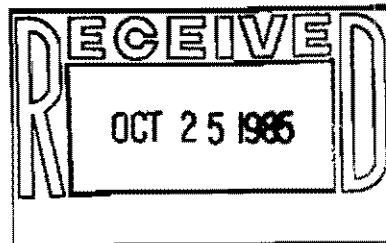
In order to preserve its rights under the Crosstown Waterline Contract, Mario Sinacola and Sons hereby demands arbitration of all its claims against the Owner and Engineer, including but not limited to Sinacola's claims referenced in its June 20th, July 16th, July 18th, July 23rd, August 19th and September 18th, 1985 letters. Appeal is also made from the Engineer's decision in his letter dated October 7, 1985, delivered to Sinacola on August 14, 1985.

Sincerely,

MARIO SINACOLA & SONS EXCAVATING, INC.

CC: Lee G. Davis, Esq.
Don Preece

HAND DELIVERED



GINN, INC.

CONSULTING ENGINEERS

October 22, 1985

Mario Sinacola & Sons
P.O. Box 248
Lewisville, TX 75067

Attn: Mr. Michael Sinacola

Re: Crosstown Waterline

Dear Sir:

We are in receipt of your letter of October 2, 1985, advising us of completion of the "punch list" items. The following sets forth our comments.

1. The Town of Addison inspector, Billy Conn, has indicated to us that the vaults are still holding water. This item needs to be addressed. See Item #2 of original punch list.
2. The valve stacks in the vicinity of the vault near station 59+20 are not clear of debris as outlined in the initial punch list. Item #4 of punch list. Please address.
3. The "field sketch" supplied is not acceptable. We need drawings, similar to previous layout drawings submitted by the pipe supplier, to be acceptable.
4. The "saw loops," Quorum at Belt Line have not been completed.
5. The "extra costs" which you submitted on August 19, 1985, and September 18, 1985, have been addressed in a separate letter.
6. We will make arrangements with the 84" waterline contractor to install the 36" butterfly valve now in your possession. At your earliest convenience, please deliver the butterfly valve and all components for a complete installation to the Town of Addison service center storage yard on Westgrove Road. Please advise us as to when you will be able to deliver the valve so that we may be present.

As soon as you have completed the above items, you need to send a second written certification to us that the work is complete. We will then reinspect the work and if we find it to be acceptable under the contract documents, then you will be requested to make close out submittals.

We have not received an executed copy of the Certificate of Substantial Completion which we sent you on September 13, 1985. We will need to receive this prior to processing any final closeout submittals.

Sincerely,

A handwritten signature in cursive script that reads "Gabe Favre".

Gabe Favre

/sr

cc: Ron Whitehead
Don Preece
Billy Conn
Bruce Ellis
Phil Boyd
Randy Fleming

GINN, INC.

CONSULTING ENGINEERS

June 5, 1985

Mr. Ron Whitehead, City Manager
P.O. Box 144
Addison, Texas 75001

Re: Crosstown Waterline

Dear Mr. Whitehead:

Enclosed is one copy of executed Change Order No. 1 for your files.

Sincerely,

GINN, INC.



Gabe Favre

/sr

Enclosure

cc: Ralph Seeley
Don Preece
Jody Pennington, Inspector

CHANGE ORDER
NUMBER ONE

PROJECT TITLE CROSSTOWN WATERLINE
PROJECT NO. _____ CONTRACT NO. _____ CONTRACT DATE 1-14-85
CONTRACTOR Mario Sinacola & Sons Exc. Inc., P.O. Box 248, Lewisville, TX 75067

The following changes are hereby made to the Contract Documents:

Revisions as per letter of February 4, 1985; deleting air release valves, butterfly valves, reduce size of pipe from 36" to 24" in certain areas, change 27" pipe to 24" pipe, other miscellaneous changes as per letter.

Justification:

Due to changes, requirements, etc., from Dallas Water Utilities as outlined in their letter of January 17, 1985.

CHANGE TO CONTRACT PRICE


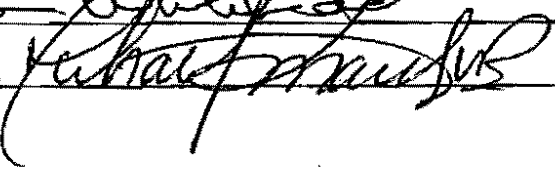
Original Contract Price: \$ 1,489,506.00
Current contract price, as adjusted by previous change orders: \$ 1,489,506.00
The Contract Price due to this Change Order will be [~~increased~~] [decreased] by \$ 93,495.80
The new Contract Price due to this Change Order will be: \$ 1,396,010.20

CHANGE TO CONTRACT TIME

The Contract Time will be [increased] [decreased] by 0 calendar days. (Unchanged)
The date for completion of all work under the contract will be August 14, 1985

Approvals Required:

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

Requested by GINN, INC., CONSULTING ENGINEERS date 2-4-85
Recommended by GINN, INC., CONSULTING ENGINEERS date _____
Ordered by TOWN OF ADDISON  date 3-26-85
Accepted by MARIO SINACOLA & SONS  date 3-30-85

GINN, INC.**CONSULTING ENGINEERS**

February 4, 1985

MARIO SINACOLA & SONS
P.O. Box 248
Lewisville, TX 75067

Re: Crosstown Waterline, Addison

Gentlemen:

Confirming our recent conversations, the following items need to be addressed (added or deleted) prior to the Town of Addison executing the contract documents. These revisions are being considered because part of this project is within the Dallas Franchise area and these changes reflect the requirements placed upon us by the Dallas Water Utilities, and secondly, in order to bring the project within the budget.

SHEET 1 of 20

Station 1+00, delete the air release valve assembly in its entirety, Pay item 102.3.

SHEET 3 of 20

Station 10+50, delete one (1) 36" butterfly valve in its entirety, Pay item 102.1.

SHEET 8 of 20

1. Station 40+83, delete one (1) 36" butterfly valve in its entirety, Pay item 102.1.
2. Station 43+60, delete one (1) 36" butterfly valve in its entirety, Pay item 102.1.

SHEET 9 of 20

Delete air release valve at Station 46+25 in its entirety, Pay item 102.3.

SHEET 11 of 20

1. Between Station 56+83 and Station 59+20, change 36" RCCP to 24" RCCP.
2. Between Station 59+20 and Station 61+51, change 27" RCCP to 24" RCCP.
3. Any and all references to 27" RCCP or appurtenances should be changed to 24" diameter.
4. At Station 56+83, delete 1 - 36" butterfly valve; add 1 - 36" x 24" reducer and 1 - 24" butterfly valve.

5. In profile, change 378 LF of 36" RCCP quantity to 141 LF 36" RCCP and 237 LF of 24" RCCP. Change 231 LF of 27" RCCP to 231 LF of 24" RCCP.
6. At Station 58+70, refer to Addendum No. 2 drawing for clarification of this revision.

Pay Item 107.1 previously included all that is shown on Addendum No. 2 drawing. This proposed revision will delete the portion between the gate valve on the east and the check valve in the west. This will be done by others. Delete approximately 25 LF of 10" ductile iron pipe, precast manhole (or concrete vault), 10" turbine meter and strainer. All other items pertaining to the 10" line to the meter and the 10" by-pass shall remain unchanged.

7. At Station 58+70 change 36" butterfly valve to 24" butterfly valve.
8. At Station 59+20, delete 2 - 36" butterfly valves and 1 - 27" butterfly valve, 36" x 36" tee, 36" x 27" reducer, and 4 - 36" - 45 degree bends and replace with 3 - 24" butterfly valves, 24" x 24" tee, 4 - 24" - 45 degree bends.
9. At Station 59+20, from concrete vault south to 45 degree Wye change 36" RCCP to 24" RCCP. Add 36" x 24" reducer north of 45 degree Wye.
10. At Station 59+73.70 and 60+67.63, change 27" bends to 24" bends, delete thrust blocking and change to welded joints at these two locations.
11. At Station 59+35, add 1 - 24" x 12" tee, 1 - 12" gate valve, approximately 30 LF, 12" ductile iron pipe to tie to proposed 12" water line (by others).

SHEET 12 of 20

All references to 27" RCCP should be changed to 24" RCCP.

SHEET 13 of 20

1. All references to 27" RCCP should be changed to 24" RCCP.
2. Delete butterfly valve at Station 70+00.

SHEET 14 of 20

All references to 27" RCCP should be changed to 24" RCCP.

SHEET 15 of 20

1. All references to 27" RCCP should be changed to 24" RCCP.

2. Change 27" gate valve to 24" gate valve.
3. Use 45 degree bends in place of 90 degree bends.

Following is a summary sheet of the above changes. Please fill in the blanks according to the revisions proposed. If we need to discuss these revisions any further, please contact us.

We have indicated the amounts for the items which we had unit prices. For those items which have no unit prices, please indicate in the blank spaces provided the total amount of the items listed.

For the items being reduced in "size" only, we would anticipate the deduction to amount to the difference in material costs, as a minimum, with other factors considered due to "smaller" items being installed.

Please complete, sign and return six (6) copies to us for further processing.

Sincerely,

GINN, INC.



H. Wayne Ginn, P.E.
City Engineer

/sr

Enclosure

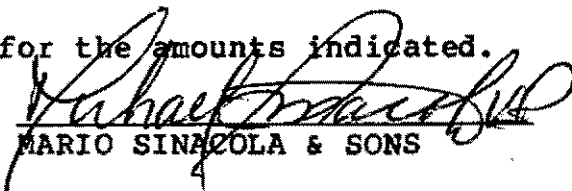
cc: Ron Whitehead
Ralph Seeley
Don Preece
Randy Fleming

SUMMARY SHEET
CROSSTOWN WATERLINE REVISION

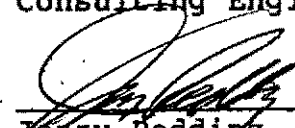
HEET NO.	DESCRIPTION	QTY	ADD OR DEDUCT	AMOUNT

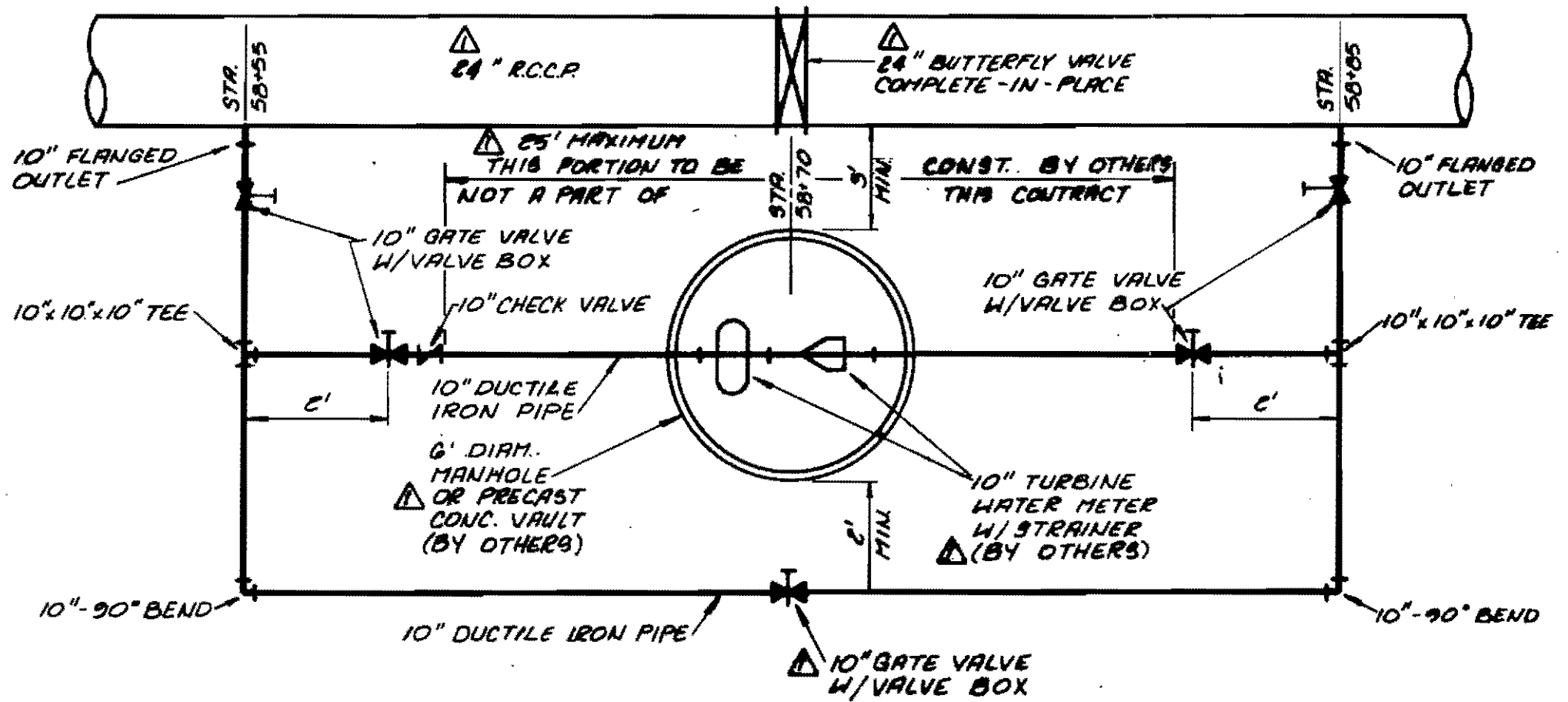
1 of 20	Delete Air release valve	1 ea.	(deduct)	\$10,000.00
3 of 20	Delete 36" butterfly valve	1 ea.	(deduct)	\$15,000.00
8 of 20	Delete 36" butterfly valve	2 ea.	(deduct)	\$30,000.00
9 of 20	Delete air release valve	1 ea.	(deduct)	\$10,000.00
11 of 20	Change 36" RCCP to 24" RCCP	237 LF	(deduct)	2,986.00
	Change 27" RCCP to 24" RCCP	231 LF	(deduct)	519.75
	Change 36" valve to 24" valve	1 ea.	(deduct)	3,569.40
	Add 36" x 24" reducer	1 ea.	(add)	2,000.00
	REFERENCE ADDENDUM NO. 2:			
	Delete: 10" turbine meter w/ strainer	1 ea.	(deduct)	4,500.00
	10" ductile iron pipe	25 LF	(deduct)	220.00
	6' diameter manhole	1 ea.	(deduct)	1,000.00
	Sta 58+70 change 36" valve to 24" valve	1 ea.	(deduct)	3,569.40
	Sta 59+20 change 36" valve to 24" valve	2 ea.	(deduct)	7,138.80
	Change 36" x 36" tee to 24" x 24" tee	4 ea.	(deduct)	400.00
	Change 36" bends to 24" bends	4 ea.	(deduct)	1,116.00
	Change 36" RCCP to 24" RCCP	80 LF	(deduct)	1,008.00
	Add 36" x 24" reducer	1 ea.	(add)	2,000.00
	Change thrust blocking to welded joints	2 ea.	(add)	500.00
	Add: 24" x 12" tee	1 ea.	(add)	759.00
	12" ductile iron pipe	30 LF	(add)	1,500.00
	Tie to proposed 12" main	1 ea.	(add)	2,725.00
12 of 20	Change 27" to 24"	630 LF	(deduct)	1,417.50
13 of 20	Change 27" to 24"	626 LF	(deduct)	1,408.50
	Delete 24" butterfly valve	1 ea.	(deduct)	\$ 7,000.00
14 of 20	Change 27" to 24"	637 LF	(deduct)	1,433.25
15 of 20	Change 27" to 24"	28 LF	(deduct)	63.00
	Change 27" gate valve to 24"	1 ea.	(deduct)	?
	Change 90 degree bends to 45 degree bends	2 ea.	(add)	---
			(deduct)	630.00
		TOTAL:	(deduct)	93,495.80

I acknowledge and accept the above stated revisions for the amounts indicated.

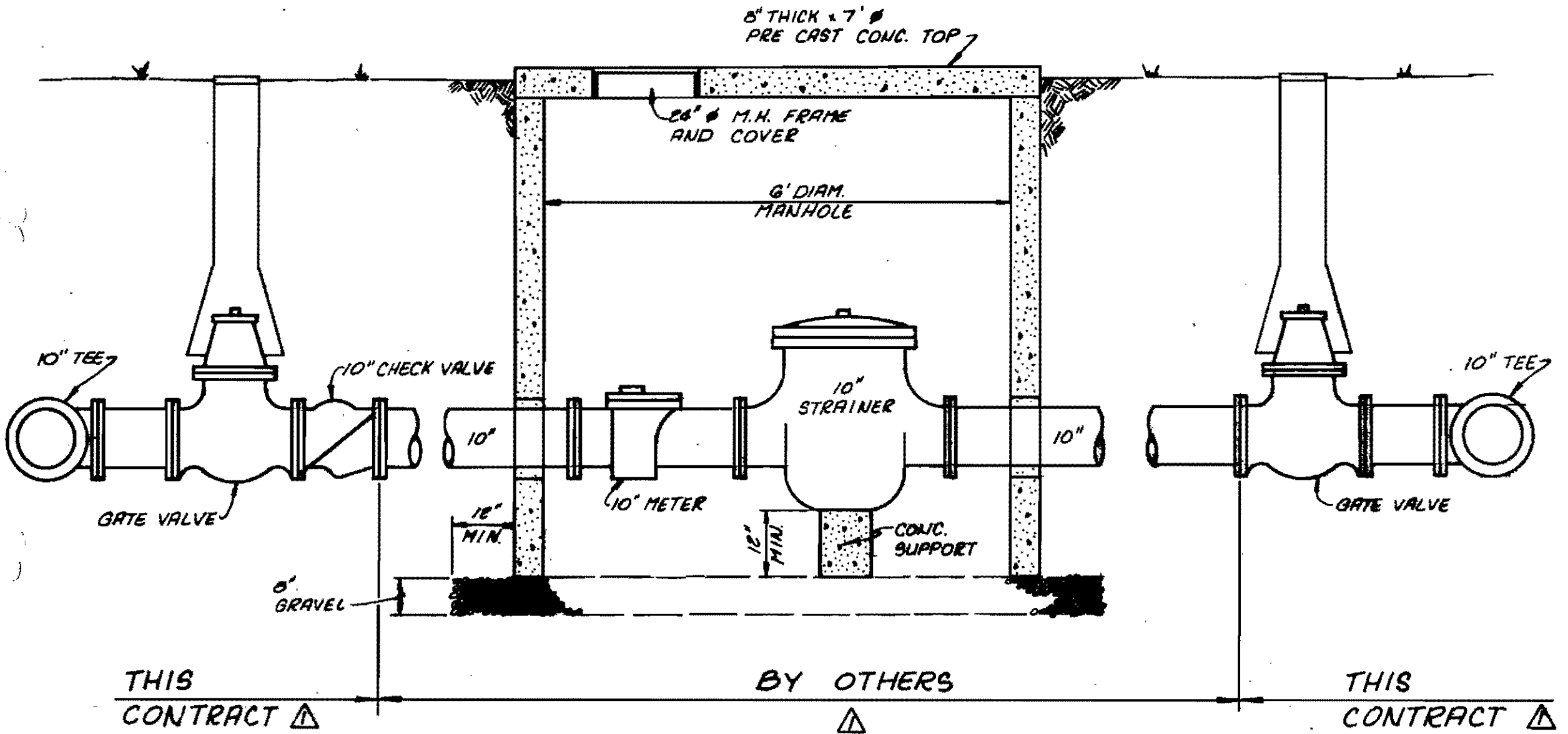
BY: 
MARIO SINACOLA & SONS

BY: _____
H. Wayne Ginn, P.E.
GINN, INC.
Consulting Engineers

BY: 
Jerry Redding
Mayor, Town of Addison



▲ REVISED 1-31-85
 ADDENDUM NO. 2
 DECEMBER 10, 1984
 GINN, INC. - CONSULTING ENGINEERS

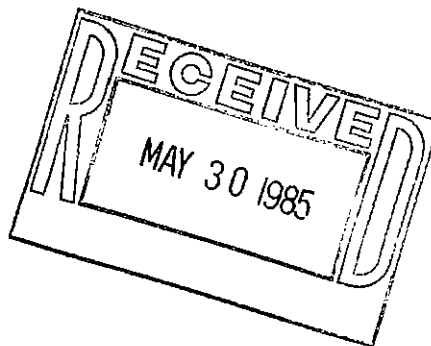


Δ REVISED 1-31-05
 ADDENDUM NO. 2
 DECEMBER 10, 1984
 GINN, INC. - CONSULTING ENGINEERS

GINN, INC.

CONSULTING ENGINEERS

May 29, 1985



Mario Sinacola & Sons
P.O. Box 248
Lewisville, TX 75067

Re: Crosstown Waterline
Addison, Texas

Gentlemen:

Enclosed are six copies of Change Order No. One. The originals were apparently misplaced between the time you signed them and when I received them. I had the Mayor sign them again and request that you sign all six copies of the Change Order form and also the six copies of the summary sheet. Please return five copies to us.

Please excuse the inconvenience. If you have any questions, please contact us.

Sincerely,

GINN, INC.

A handwritten signature in cursive script that reads "Gabe Favre".

Gabe Favre

/sr

Enclosures

cc: Ron Whitehead

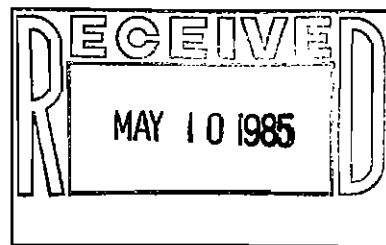
GINN, INC.

CONSULTING ENGINEERS

May 8, 1985

Mario Sinacola & Sons
P.O. Box 248
Lewisville, TX 75067

Re: Crosstown Waterline



Gentlemen:

We are in receipt (May 2, 1985) of your letter of April 26, 1985, including the progress schedule. We noticed that the anticipated starting date was changed to May 6, 1985.

The contract states that the notice to proceed was to begin on April 1, 1985, and be fully completed on August 14, 1985. We acknowledge the fact that revisions at the church caused a minor delay (3-4 days), but the decision to change the direction of installation was made at the March 14, 1985 meeting. Indication at that March 14 meeting was that construction would begin with the 54" connection at Winnwood during the week of April 8-15, 1985, and being complete to Montfort by mid-May.

On April 11, 1985, your request to relocate the waterline along the brick wall at Montfort and Celestial required additional work to be done and caused further delay to beginning of construction.

Due to the importance and necessity of completing this project prior to peak summer demands being placed upon the Town's water system, we cannot accept the May 6, 1985 start date and September 12, 1985 completion date as you have stated in your April 26, 1985 letter. Additionally, conflict with the 84" City of Dallas project may occur if any further delays are incurred.

We will take the minor delays into consideration at the end of the project with regard to liquidated damages and contract completion time.

If you have any questions regarding the above, please contact us.

Sincerely,

A handwritten signature in cursive script that reads "Gabe Favre".

Gabe Favre

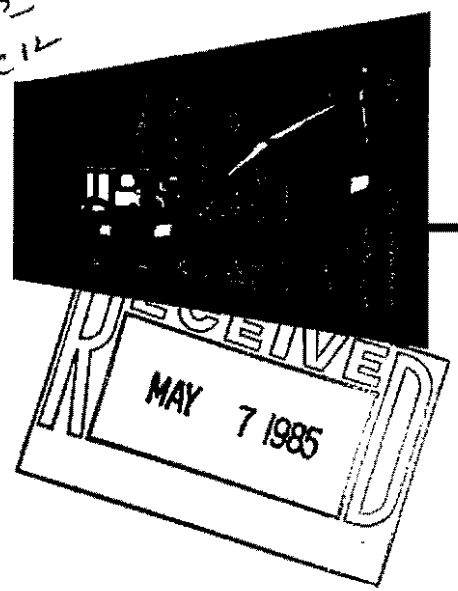
cc: Ron Whitehead
Don Preece

Randy Fleming
Jody Pennington

MAY 2
COUNCIL

MARIO SINACOLA & SONS

EXCAVATING, INC.



April 26, 1985

Gabe Favre
Ginn Incorporated
16135 Preston Road
Suite 106
Dallas, Texas 75248

RE: Crosstown Waterline
Addison, Texas

Dear Gabe:

Enclosed, please find the proposed progress schedule as required by Section 01310 of the Contract Documents. We anticipate a start date of May 6, 1985 and completion date of September 12, 1985. Also listed is an estimated amount of completion per pay period.

In regards to your letter dated April 16, 1985, we acknowledge the fact that the relocation of the waterline is entirely for our benefit and no additional contract time or compensation is forthcoming.

In regards to your letter dated March 25, 1985, we had anticipated construction to begin between April 8th and April 15th, as stated at the March 14th meeting. However, due to the revisions at the church, (station 67+57.23 thru 63+55.48) and the direction of installing the project due to conflicts with the City of Dallas 84" Water Project Construction, the start date has had to be pushed back to May 6, 1985. This, in turn, has pushed completion to Montfort Road back to the fourth week of June. Upon approval of the revised shop drawings sent to you yesterday, pipe fabrication can commence, and hopefully no further delays will arise.

Should you have any questions regarding these matters, please contact us.

Sincerely,
MARIO SINACOLA & SONS EXCAVATING, INC.

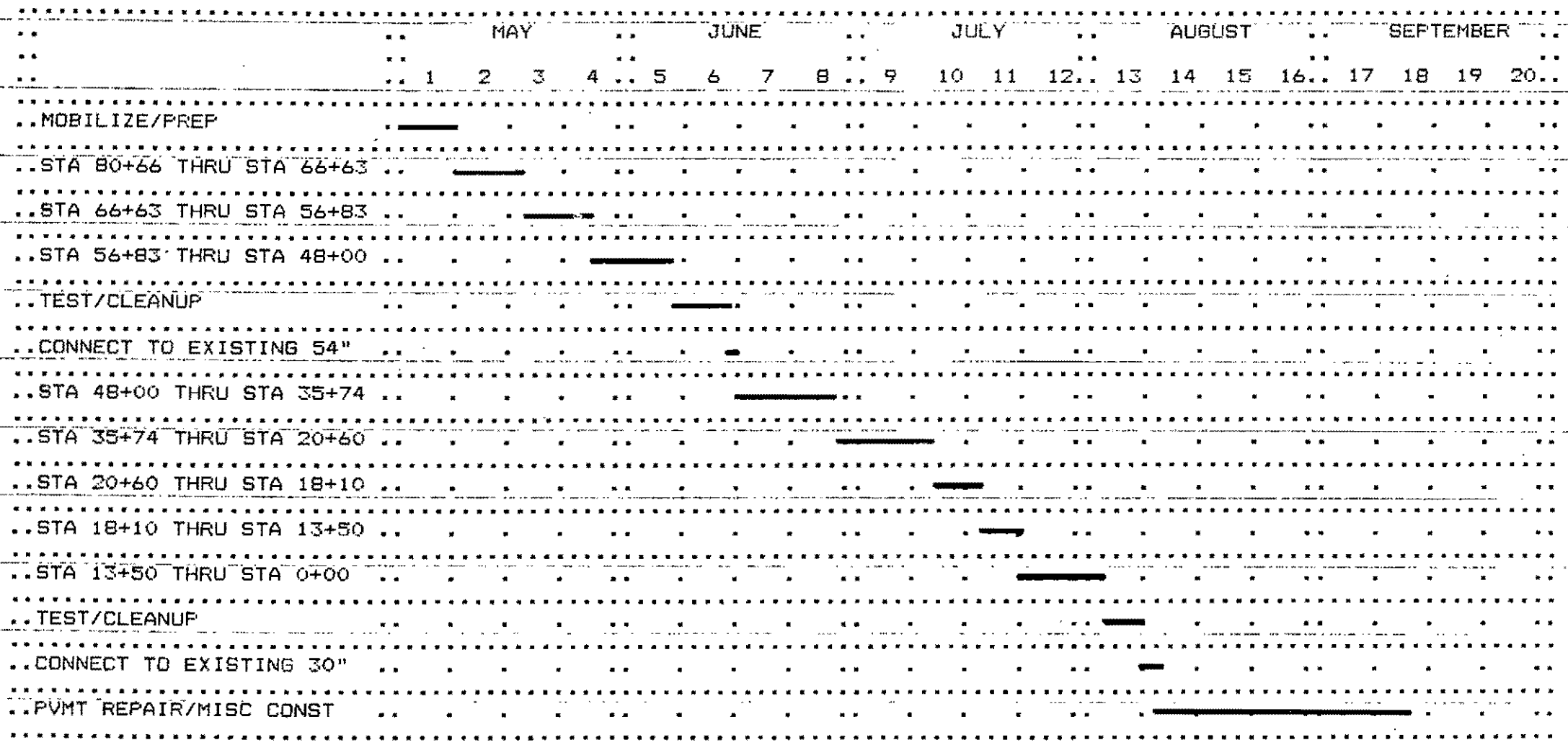
Scott Featheringham
Scott Featheringham

SF:lg

- SEWERS
- WATER
- EXCAVATING
- 500 E. HIGHWAY 121 • P. O. BOX 248 • LEWISVILLE, TEXAS 75067 • PHONE (214) 221-3584
- 25301 NOVI ROAD • P. O. BOX 351 • NOVI, MICHIGAN 48050 • PHONE (313) 626-9110

PROPOSED PROGRESS SCHEDULE

APRIL 23, 1985



ESTIMATE PERIOD	NO.	AMOUNT
MAY 01 THRU JUNE 10	1	\$416,280.20
JUNE 11 THRU JULY 10	2	\$516,749.00
JULY 11 THRU AUG 10	3	\$378,856.00
AUG 10 THRU SEPT 12	4	\$ 78,125.00

GINN, INC.

CONSULTING ENGINEERS

March 14, 1985

Mario Sinacola & Sons
P.O. Box 248
Lewisville, TX 75067

MAR 21 1985

Re: Crosstown Waterline
Town of Addison, Texas

Gentlemen:

A preconstruction conference was held Monday, March 11, 1985, for the above referenced project. The following persons were in attendance:

Mr. Mike Sinacola	Mario Sinacola & Sons
Mr. Scott Featheringham	Mario Sinacola & Sons
Mr. Phil Boyd	Dallas Water Utilities
Mr. Tony Post	Dallas Water Utilities
Mr. Bill Mathews	Dallas Water Utilities
Mr. John Vermillion	Dallas Water Utilities
Mr. Bruce Ellis	Town of Addison
Mr. Billy Conn	Town of Addison
Mr. Les Whitman	Kasler Corporation
Mr. James Pace	Texas Turnpike Authority
Mr. Bob Zechman	Southwestern Bell
Mr. Meadows	Lone Star Gas
Mr. Randy Fleming	Ginn, Inc.
Mr. Gabe Favre	Ginn, Inc.

The following items were discussed at the meeting:

1. Notice to Proceed was given as on or before April 1, 1985. The contract time is 135 calendar days. Liquidated damages are \$1,000.00 per calendar day.
2. Ginn, Inc. will handle the construction administration on this project, which includes all correspondence, change orders, pay requests, etc. The decision has not been finalized on whether Dallas Water Utilities will have the final inspection authority on the portion of the project from the temporary meter to the tie-in to the existing 54" on Winnwood. This will be discussed on March 14, 1985. A decision will be made at that time.
3. All communications in the field will be between Randy Fleming, chief inspector of Ginn, Inc., and the contractor's designated superintendent. All Town of Addison employees, subcontractors, Dallas Water Utilities personnel will come through Ginn, Inc.

4. No verbal agreements by either party will be honored. Change Orders will be approved in writing prior to the work being done.
5. On the crossing of the Dallas North Tollroad, Mr. Jim Pace will be contacted 48 hours ahead of time. Contractor received a copy of the permit that was provided by the Tollroad authority to the Town of Addison.
6. Prior to beginning the project, all contracts, bonds, and insurance must be in force (Contracts are now being signed by the Mayor and should be returned as soon as possible).
7. Contractor shall provide a list of all suppliers, sub-contractors, material suppliers with names, addresses, and phone numbers. Also we need emergency phone numbers provided.
8. Shop drawings must be approved prior to beginning the work on those portions requiring shop drawing approvals.
9. Contractor shall provide a construction schedule indicating the salient features of the project. This also needs to have a cash flow schedule provided and coordinated with the construction schedule.
10. The horizontal and vertical control is shown on the plans. Contractor will provide all surveying with copies of the field notes given to Randy Fleming at convenient intervals. Contractor is responsible for all grades, alignment, etc.
11. Water valves will be operated by the Town of Addison personnel. Water will be provided by the city, but the contractor will have to pay a deposit on the meter and pay for the water that is used. Need to contact Bruce Ellis at the city.
12. Contractor was requested to verify the location of all the existing utilities in advance of the construction and not wait until the trench is dug before he notices if there is a conflict or not. This is as shown on the plans and not an additional requirement.
13. Pay requests were discussed briefly. On or before the 10th of the month, contractor will submit pay request based off of the work completed as of the last day of the previous month.
14. All testing will be paid for by the owner. Testing which fails will be paid for by the contractor. The testing of the waterline will be by the contractor. The means, methods, etc., will be according to the AWWA standards.

15. Barricades, traffic handling, and maintenance of traffic, although not a separate pay item in this contract, is an important part of this project and should be so noted.
16. For the portion of the project where concrete will be placed in Quorum Drive, we'll need a concrete design mix submitted for approval prior to placing any concrete.
17. The testing of the water main could be done by sections between valves. Our inspector, Randy Fleming, needs to know well in advance of when the tests will be done.
18. No job office is required by this project. No project signs are allowed.
19. Any permits required by the Town of Addison or the City of Dallas must be secured by the contractor. For the Town of Addison, there is no charge for the permits, but you do have to go to the Town Service Center and secure these permits.

There were no other comments or questions other than Dallas Water Utilities request for final inspection authority. This will be worked out on Thursday, March 14, 1985, between the Dallas Water Utilities, their contractor for the 84" waterline, Mario Sinacola & Sons, and Ginn, Inc.

If you have any questions on any of the above, please contact us.

Sincerely,

GINN, INC.



Gabe Favre

/sr

cc: Ron Whitehead
Don Preece
Mike Sinacola
Scott Featheringham
Phil Boyd
Tony Post
Bob Zechman
Randy Fleming

Bill Mathews
John Vermillion
Bruce Ellis
Billy Conn
Les Whitman
James Pace
Mr. Meadows

GINN, INC.

CONSULTING ENGINEERS

March 6, 1985

Mario Sinacola & Sons
P.O. Box 248
Lewisville, Texas 75067

*Received
March 8, 1985*

Re: Crosstown Waterline
Town of Addison, Texas

Gentlemen:

You are hereby notified to commence work on the above referenced project on or before April 1, 1985, and shall fully complete all of the work within 135 consecutive calendar days thereafter. Your completion date is August 14, 1985.

The contract documents provide for an assessment of the sum of \$1,000.00 per calendar day as liquidated damages for each consecutive calendar day after the above established contract completion date that the work remains incomplete.

Dated this 6th day of March, 1985.

BY: *H. Wayne Ginn*
H. Wayne Ginn, P.E.
City Engineer

ACCEPTANCE OF NOTICE

Receipt of the foregoing Notice to Proceed order is hereby acknowledged by _____, this _____ day of _____, 1985.

BY: _____

TITLE: _____

Please sign and return one copy for our file. If you have any questions, please contact us.

Sincerely,

Gabe Favre
Gabe Favre

cc: Ron Whitehead Robin Jones
Ralph Seeley Bruce Ellis
Don Preece Randy Fleming

GINN, INC.

CONSULTING ENGINEERS

March 6, 1985

Mario Sinacola & Sons
P.O. Box 248
Lewisville, Texas 75067

Re: Crosstown Waterline
Addison, Texas

Gentlemen:

A pre-construction conference for the above referenced project will be held Monday, March 11, 1985, 9:00 a.m., at the office of Ginn, Inc., 16135 Preston Road, Suite 112, Dallas, Texas, Phone 386-6611.

It is requested that representatives who will be involved in the project be present at that time.

Sincerely,

GINN, INC.



Gabe Favre

/sr

cc: Ron Whitehead
Don Preece
Robin Jones
Bruce Ellis
Lone Star Gas

Texas Power & Light
Southwestern Bell
Texas Turnpike Authority
City of Dallas

GINN, INC.

CONSULTING ENGINEERS

TO: Ron Whitehead, City Manager
FROM: GINN, INC.
DATE: March 5, 1985
SUBJECT: Crosstown Waterline

The following is a brief description of the status of the Crosstown Waterline project.

The project was bid December 18, 1984. There were two bids on the project. One by Mario Sinacola & Sons in the amount of \$1,489,506.00. Second bidder was Rogers & Clack, Inc. in the amount of \$2,209,800.00.

On December 21, 1984, we contacted Sinacola & Sons requesting information concerning their recent projects, financial statements, and similar type of information that we normally get from all proposed contractors.

At the same time, we had submitted back in late November or early December plans to Dallas Water Utilities for their review. At the time of the bidding, they had not given us their comments. As of December 31, they still had not given us comments.

On about December 31, 1984, Dallas Water Utilities provided us with a design memorandum for the design, purchase, and construction of metering facilities. This would have to be tied into proposed Crosstown Waterline project. We reviewed this project and sent our comments back to Dallas Water Utilities.

On January 8, 1985, we recommended that Sinacola & Sons be awarded a contract and asked at that time that this be placed on the Council agenda with the stipulation that as soon as we received your authorization, we would prepare the contract documents and begin construction.

On January 9, we notified Sinacola & Sons that they were awarded the contract and forwarded them six copies of the agreement and contract documents and asked them to get them back to us as soon as possible.

In a letter of January 17, 1985, from the Dallas Water Utilities Engineering Division, they indicated quite a few items which had to be met in order to be satisfactory to the City of Dallas. We tried to set up a time so we could discuss these things with them. Between January 17 and January 30, we met with them and discussed these items in person; and on January 30, we wrote them a letter advising them of our position on the items of their January 17 letter. We requested at that time that if any additional items need to be considered, to please advise us as soon as possible.

We then began to negotiate with the Sinacola & Sons contractors trying to advise them of all the changes and Dallas Water Utilities' requirements that were being placed upon us. After many discussions and meetings, we finally had a letter sent to Sinacola & Sons on February 4, 1985 documenting actual revisions which the Dallas Water Utilities were requiring us to do. We asked them to get this information back to us as soon as possible so we could go ahead and give them a Notice to Proceed.

It took them quite some time to get back with us, since they had to go back to the pipe suppliers, valve suppliers, and all their material suppliers to get a reduction in prices. In the final analysis, they came up with about a \$94,000 savings to the Town of Addison. This savings is realized in the deductions that were indicated to them in our letter of February 4.

Since the shop drawings for the pipe could not be completed until the final plans were done, we just received on March 4, 1985, the shop drawings. We are in the process now of approving these shop drawings for the pipe. As soon as that is approved, they can begin manufacturing the pipe. The pipe manufacturers will not begin manufacturing until they receive approved shop drawings.

We are intending to give the contractor a Notice to Proceed on or before March 25 or April 1 at the very latest. They indicated to us that it would take approximately 90 days to complete the project if everything goes all right.

As soon as we've completed the shop drawings, we will incorporate the revised contract amount in the contract documents and have all parties sign them.

The contractor has already placed materials on the site for the bore under the Tollroad. This will probably be started within the next week or two. The intention is to lay the pipe from Quorum Drive south and then easterly across the Tollroad behind Sakowitz down Montfort easterly on Celestial and then north on Winnwood.

GINN, INC.

CONSULTING ENGINEERS

January 8, 1985

File

Mr. Ron Whitehead, City Manager
Post Office Box 144
Addison, Texas 75001

Re: Crosstown Waterline

Dear Mr. Whitehead:

Two bids were received on December 18, 1984, for the construction of the above referenced project. The bids submitted were:

Mario Sinacola & Sons	\$1,489,506.00
Rogers & Clack, Inc.	2,209,800.00

We have reviewed the bids and recommend that a contract in the amount of \$1,489,506.00 be awarded Mario Sinacola & Sons.

Please take the necessary administrative steps to place this item on the next Council agenda. Upon receipt of your authorization, we will proceed to prepare the executed contract documents and initiate construction.

Sincerely,

GINN, INC.



H. Wayne Ginn, P.E.

GF:HWG:sr

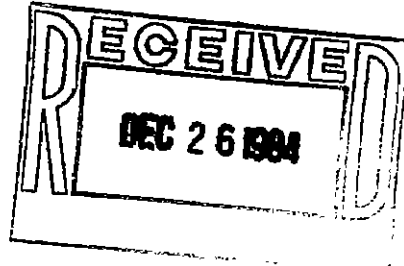
cc: Ralph Seeley
Cheryl Nichols
Don Preece

GINN, INC.

CONSULTING ENGINEERS

December 19, 1984

Mr. Ron Whitehead, City Manager
Post Office Box 144
Addison, Texas 75001



Re: Crosstown Waterline
Addison, Texas

Dear Mr. Whitehead:

Enclosed is a certified copy of the bid tabulation of bids as taken on December 18, 1984, for the above referenced project for your files.

We are reviewing the bids at this time and will provide you recommendations as soon as possible.

Sincerely,

GINN, INC.

A handwritten signature in cursive script that reads "Gabe Favre".

Gabe Favre

/sr

Enclosure

cc: Don Preece
Ralph Seeley
Cheryl Nichols

*Ralph
What did we
have budgeted on
this. Lets talk
about this budget.
R*

BID TABULATION FOR
CROSSTOWN WATERLINE
Town of Addison, Texas
December 18, 1984
10:00 a.m.

<u>CONTRACTOR</u>	<u>TOTAL BID AMOUNT</u>
BEN SIRA, Dallas Bid Bond: _____ Acknowledge Addendum #1: _____ Acknowledge Addendum #2: _____	<u>\$ DID NOT BID</u>
C & W UTILITY CONTRACTING CO., Desoto Bid Bond: _____ Acknowledge Addendum #1: _____ Acknowledge Addendum #2: _____	<u>\$ DID NOT BID</u>
CULLUM CONSTRUCTION COMPANY, Dallas Bid Bond: _____ Acknowledge Addendum #1: _____ Acknowledge Addendum #2: _____	<u>\$ DID NOT BID</u>
E. L. DALTON & COMPANY, Dallas Bid Bond: _____ Acknowledge Addendum #1: _____ Acknowledge Addendum #2: _____	<u>\$ DID NOT BID</u>
MARIO SINACOLA & SONS, Lewisville Bid Bond: <u>5% Fireman's Fund Ins. Co.</u> Acknowledge Addendum #1: <u>Yes</u> Acknowledge Addendum #2: <u>Yes</u>	<u>\$ 1,489,506.00</u>
ROGERS & CLACK, INC., Garland Bid Bond: <u>5% United Pacific</u> Acknowledge Addendum #1: <u>Yes</u> Acknowledge Addendum #2: <u>Yes</u>	<u>\$ 2,209,800.00</u>
TEX CON, Garland Bid Bond: _____ Acknowledge Addendum #1: _____ Acknowledge Addendum #2: _____	<u>\$ DID NOT BID</u>

We hereby certify this to be a true representation of bids as taken on
December 18, 1984, for the Crosstown Waterline Project.

BY: Gabe Farris Date: December 18, 1984
GINN, INC. CONSULTING ENGINEER