

GINN, INC.

CONSULTING ENGINEERS

March 1, 1990

Honorable Mayor and Council
Town of Addison
P.O. Box 144
Addison, TX 75001

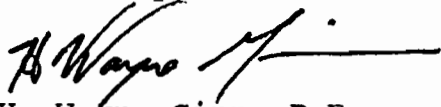
Ladies and Gentlemen:

It is with very deep and mixed emotions that I resign as City Engineer for the Town of Addison via an addendum to our contract. It is difficult because Addison has been such a large part of my life for the past seventeen years. The attached memo to Ron will help you understand this decision.

I am very proud of the Town of Addison and will always be its ambassador. Great things are yet to come to Addison and I commend you for your leadership to guide the Town into the future.

It has been fun and exciting making ideas and dreams become realities.

Sincerely,



H. Wayne Ginn, P.E.


HWG/dsp

cc: Ron Whitehead, City Manager

GINN, INC.

CONSULTING ENGINEERS

MEMORANDUM

Date: March 1, 1990
To: Ron Whitehead, City Manager
From: H. Wayne Ginn, P.E. 
Re: Addendum to Contract

Attached is Addendum No. 1 to our contract dated February 1980. This request for approval is necessitated by changes in: the current climate of Engineering; Ginn, Inc.'s role with the Town; and by our desire to limit our liability.

PAST HISTORY:

At the time we became associated with the Town of Addison in 1974, Mr. Cook was Mayor and Charles Howard was City Manager. Every road was two lane asphalt, the water system was inadequate, a big lake with willows was located at the southeast corner of Belt Line and Marsh, a horse stable was located on the El Fenix site, and the airport had a crosswind runway.

Our basic agreement was that we would serve as City Engineer on all matters pertaining to the Town at 60% of our standard billing rate in return for allowing us to design the CIP projects. We would attend Council meetings and work sessions at no charge to the Town. We would look after the Town's interest and hire specialized consultants for specialized studies or designs when needed.

We thought, in the beginning, that this arrangement might last 4 or 5 years or until the first bond program was completed. Never did we envision it lasting 17 years.

Since that beginning in 1974, we have worked for 3 Mayors, 23 Council members, and 5 City Managers.

We have been through it both thick and thin, good and bad. As a Consulting Engineer, we have enjoyed every minute of scratching ideas on napkins and seeing them through to completed projects. It has also been very gratifying, as a City Engineer, working with developers and community leaders in representing Addison's interest to insure orderly growth.

Mr. Ron Whitehead
March 1, 1990
Page 2

PRESENT:

We did not want to resign during a time when Addison had a "dark cloud" hanging. Now that the Town is back on an even keel, it is time to submit this addendum to our contract.

The position of "City Engineer" carries with it a tremendous responsibility for the health, welfare and safety of the public. It also carries with it a dedication to put Addison first above all other projects and business interests.

It, however, has also become a tremendous potential for liability due to the trend of a litigious society that is encouraged to file frivolous lawsuits. Currently it carries a risk of liability that we can no longer accept. It is for this sole reason that we request this addendum to our contract.

This addendum does not affect any of the projects on which we are currently working. It is our desire to continue to provide professional services on any projects that the Town might need. Additionally, we will continue to represent Addison's interest, on a consultant basis, on such matters as the Addison/Farmers Branch Sewer Tunnel, or any other Town matters.

FUTURE:

Addison still faces many challenges in the development of the remaining undeveloped properties, the theater, and the re-development of the Addison Airport.

Ginn, Inc.'s desire is to continue its relationship with the Town of Addison on a consultant basis. Our corporate history, experience, and dedication to making Addison the very best makes us the logical choice for future CIP projects.

Thank you for your consideration in this matter.

GINN, INC.

CONSULTING ENGINEERS

ADDENDUM #1

TO:

AGREEMENT FOR ENGINEERING SERVICES
PUBLIC IMPROVEMENTS
CITY OF ADDISON, TEXAS
AND

GINN, INC. CONSULTING ENGINEERS
DATED FEBRUARY 1980

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Delete the following:

Page 15, Paragraph (14):

Service: Represent City as City Engineer

Compensation: Sixty Percent (60%) of hourly rates as shown on
Attachment No. 2 (as amended April 1987)

Requested: Ginn, Inc.

Approved: Town of Addison

By: H. Wayne Ginn
H. Wayne Ginn, P.E.

By: _____

Title: _____

Dated: 3/1/90

Dated: _____

GINN, INC.

CONSULTING ENGINEERS

April 8, 1987

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

Dear Ron:

Periodically, we find it necessary to adjust our billing rates to reflect current business costs.

Attached is the billing rate that we will use during 1987.

These rates will only apply to special assignments. Our fees for Capital Improvements Projects will remain as a percent of construction.

Ron, I believe this is the first time we have raised our rates to the Town of Addison since 1980.

If you have any questions, please call.

We look forward to working with you during the coming year.

Sincerely,



H. Wayne Ginn, P.E.

/ss

Enclosure

cc: Randy Moravec

GINN, INC.

CONSULTING ENGINEERS

RATE SCHEDULE April, 1987

<u>POSITION</u>	<u>HOURLY RATE</u>
1. Principal Engineer	100.00
2. Senior Engineer	80.00
3. Project Engineer	70.00
4. Junior Engineer	60.00
5. Senior Draftsman/Designer	60.00
6. Draftsman	40.00
7. Draftsman	30.00
8. Secretary	35.00
9. Secretary	30.00
10. Clerk/Typist	25.00
11. Manager of Field Operations	50.00
12. Chief Inspector	45.00
13. Inspector	35.00
14. Inspector	30.00
15. Party Chief	35.00
16. Surveyor	30.00
17. Surveyor	25.00

GINN & CASE, INC.

CONSULTING ENGINEERS

March 13, 1991

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, TX 75001

Re: Invoices

Dear John:

This submittal is in response to your letter dated March 8, 1991 and our subsequent meeting on March 12, 1991. Rather than belabor the issues with agreements and disagreements of issues, we feel that it is better to list the positive results of the meeting as we understand them.

1. Liquidated damages: We believe the request for a determination of liquidated damages is premature and not immediately available. This determination is normally made after a project is completed. In accordance with your request, we are proceeding to prepare this document. It will take several days but should be available next week.
2. Completion date: The project should be complete within the next 3 weeks, weather permitting.
3. We estimate approximately 40 hours of additional project administration time will be required to prepare the final punch lists and close-out items.
4. We will be happy to supply any information you require. The invoice is a summary of hours. Daily diaries are internal records for our use only; however, they are available for your review at any time.
5. Invoice #1020: Breakdown by Position and hours

Administration Beyond Completion

Sr. Designer (GF)	25.5 hours
Secretarial (DP)	1.0 hours

Inspection Beyond Completion

Sr. Designer (GF)	43.5 hours
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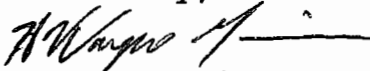
6. To date, we have incurred \$3,622.50 of expense for material testing of the Mildred Street Improvements which has not been billed to the Town. Taking this into consideration, our net fee for inspection is only 2.1% of construction when the industry standard is 6% to 8%.
7. Attachments: new revised statement, appropriate credit memos, revised invoices, and Gabe's memo regarding activities for Mildred Street for the month of February 1991.

For the record, we are not in total agreement with the \$470.00 credit memo for Mildred Street. It was for work performed by us at the request of the Town and was not the amount previously agreed upon. Our acceptance of this is to ensure an amicable settlement so we can proceed to finish the project.

We trust that the resolution of these issues and procedures will enable you to promptly process future invoices.

Thank you for the cooperative spirit in which you addressed this matter.

Sincerely,



H. Wayne Ginn, P.E.

HWG/dsp

enclosures

cc: Ron Whitehead, City Manager
Randy Moravec
Greg Dunham
Sanford W. Case, P.E.
File 91130

Invoice Date - 12 MAR 1991
 Invoice Number - CR1011

GINN & CASE, INC. CONSULTING ENG
 I N V O I C E

FROM: GINN & CASE, INC. CONSULTING ENG
 P. O. BOX 796577
 DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FDR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	27,706.00	27,706.00 0.00	0.00	27,706.00	100	0.00	0.00
107	CONTRACT ADMIN	4,889.00	3,422.30 0.00	0.00	3,422.30	70	1,466.70	0.00
108	INSPECTION FEES	12,223.00	8,556.10 0.00	0.00	8,556.10	70	3,666.90	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW CREDIT PER JB/ HWG CONFERENCE	2,757.50	3,227.50 470.00-	0.00	2,757.50	100	0.00	0.00
315	ADMIN BEYOND COMPLE	1,565.00	1,565.00 0.00	0.00	1,565.00	100	0.00	0.00
330	INSPEC BEYOND COMPL	1,957.50	1,957.50 0.00	0.00	1,957.50	100	0.00	0.00
601	SURVEYING	8,742.00	8,742.00 0.00	0.00	8,742.00	100	0.00	0.00
605	BID ADVERTISEMENT	189.00	189.00 0.00	0.00	189.00	100	0.00	0.00
606	STRUCTURAL ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
607	ARCHITECT ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
609	OTHER CONSULTANT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
610	ABSTRACT/TITLE	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
650	PRINTING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
651	COURIER	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
660	SPECIAL SERVICES/ROW	743.93	743.93 0.00	0.00	743.93	100	0.00	0.00
Final Total		60,772.93	56,109.33 470.00-	0.00	55,639.33	92	5,133.60	0.00

Invoice Date - 12 MAR 1991
Invoice Number - CR1011

GINN & CASE, INC. CONSULTING ENG
I N V O I C E

FROM: GINN & CASE, INC. CONSULTING ENG
P. O. BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

TOWN OF ADDISON
DESIGN OF MILDRED ST--ADDISON RD TO
QUORUM DRIVE
CONTRACT AMOUNT \$407,431.55
DESIGN & ADMIN 32,595.00
INSPECTION 12,223.00

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	60,772.93
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	60,772.93
TOTAL COMPLETED AND STORED TO DATE	55,639.33
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	55,639.33
LESS PREVIOUS CERTIFICATES FOR PAYMENT	56,109.33
CURRENT PAYMENT DUE	470.00-
BALANCE TO FINISH, PLUS RETAINAGE	5,133.60

GINN & CASE, INC.

CONSULTING ENGINEERS

APPENDIX A RATE SCHEDULE

JANUARY, 1991

	Hourly Rate
Principal Engineer	\$100.00
Senior Engineer	80.00
Project Engineer	70.00
Junior Engineer	60.00
Chief Designer	60.00
Technician/Designer	40.00
Draftsman	30.00
Secretary	35.00
Clerk/Typist	25.00
Manager of Field Operations	50.00
Chief Inspector	45.00
Inspector	35.00
Computer Time	25.00
Sub-Consultants	Actual Fee x 1.10
Facsimile	\$1.00/page
Printing:	
Zerex - In House	0.08/page
Blue Line - In House	1.00/sheet
All Other	Actual Cost x 1.10

JOB NO.	PROJECT NAME (DESCRIPTION)	OWNER/CITY	FILED
	BLANK MYLAR		FF-36
	CROSS SECTION PAPER		FF-36
	FULL PLAN		FF-36
	MASTERS (COVER SHEETS)		FF-1
	MASTERS (QUANTITY/INDEX SHEETS)		FF-1
	MISC. NEGATIVES OR WHATEVER		FF-41
	PLAN/PROFILE		FF-36
	PRINT PAPER		FF-35
	QUAD MAPS		FF-37
	SEPIA MYLARS		FF-35
	STANDARD DETAILS (DALLAS)		FF-2
	STANDARD DETAILS (GARLAND)		FF-2
	STANDARD DETAILS (THD)		FF-2
	ACADEMY DRIVE	ADDISON	B-2
	ACADEMY DRIVE	ADDISON	A-6
	ADDISON AREAS (ORIGINALS)	ADDISON	SF-A
	ADDISON MAPS (ORIGINALS)	ADDISON	FF-4
	ADDISON PARK	ADDISON	C-3
	ADDISON PARK	ADDISON	B-2
	ADDISON PARK	ADDISON	A-7
	ADDISON ROAD DRAINAGE	ADDISON	B-1
	ADDISON ROAD PHASE 2	ADDISON	B-1
151	ADDISON ROAD PRO-RATA	ADDISON	B-1
155	ADDISON ROAD QUANTITIES	ADDISON	B-1
	ADDISON ROAD SIGNALS	ADDISON	B-3
	ADDISON ROAD STORM SEWER	ADDISON	B-1
155	ADDISON ROAD (DESIGN)	ADDISON	C-4
155	ADDISON ROAD (ORIGINALS)	ADDISON	FF-15
153	ADDISON ROAD (WATER/SEWER)	ADDISON	B-5
	ADDISON ROAD/KELLER SPRINGS	ADDISON	B-1
	ADDISON ROAD/KELLER SPRINGS	ADDISON	B-1
201	ADDISON STREETScape	ADDISON	B-3
156	ADDISON WATER IMPROVEMENTS	ADDISON	C-1
156	ADDISON WATER IMPROVEMENTS	ADDISON	B-1
156	ADDISON WATER IMPROVEMENTS (ORIGINALS)	ADDISON	SF-B
156	ADDISON WATER IMPROVEMENTS (ORIGINALS)	ADDISON	FF-17
	ADDISON WATER PHASE 2	ADDISON	B-1
	ADDISON/BELT LINE SIGNALS	ADDISON	B-3
	ADDRESS OVERLAY (ORIGINALS)	ADDISON	SF-A
	AERIALS OF RAILROAD LOWERING (ORIGINALS)	ADDISON	SF-B
	AIRPORT	ADDISON	B-4
195	AIRPORT AUTO PARKING	ADDISON	A-1
	AIRPORT LAYOUT (ORIGINALS)	ADDISON	SF-B
2338	AIRPORT NORTH 40	ADDISON	A-1
195	AIRPORT PARKWAY (ORIGINALS)	ADDISON	FF-15
166	AIRPORT WATER MAIN	ADDISON	B-2
233A	AIRPORT (CHICAGO TITLE)	ADDISON	A-1
233	AIRPORT (DESIGN)	ADDISON	C-2
	AIRPORT (NEGATIVES)	ADDISON	SF-B
	AIRPORT (ORIGINALS)	ADDISON	FF-14
195	AIRPORT (PARKING)	ADDISON	B-4
233A	AIRPORT (R-R INVESTMENTS)	ADDISON	B-6

JOB NO.	PROJECT NAME (DESCRIPTION)	OWNER/CITY	FILED
	AIRPORT/OVERLAYS (ORIGINALS)	ADDISON	SF-A

JOB NO.	PROJECT NAME (DESCRIPTION)	OWNER/CITY	FILED
	ARAPAHO CENTER (ORIGINALS)	ADDISON	FF-12
	ARAPAHO/MARCY	ADDISON	B-3
177	ARAPAHO/QUORUM TOPO	ADDISON	B-3
177	ARAPAHO/QUORUM (ORIGINALS)	ADDISON	FF-14
	BARSELL BROADWAY	ADDISON	A-2
	BASE MAP GRID	ADDISON	BF-A5
	BASE MAP OVERLAYS (ORIGINALS)	ADDISON	FF-6
	BASE MAP (ORIGINALS)	ADDISON	SF-A
	BASE MAPS 29-38 (ORIGINALS)	ADDISON	SF-8
	BASE MAPS (ORIGINALS)	ADDISON	FF-4
	BASE/AIRPORT MAP (NEGATIVES)	ADDISON	SF-A
	BELL BRANCH SAN. SEWER	ADDISON	B-6
	BELLBROOK	ADDISON	A-2
	BELT LINE AERIALS (ORIGINALS)	ADDISON	SF-B
	BELT LINE PULL BOXES	ADDISON	B-4
	BELT LINE ROAD STORM SEWER	ADDISON	B-1
171	BELT LINE ROAD (ADDISON)	ADDISON	B-6
171	BELT LINE ROAD (DESIGN)	ADDISON	C-3
	BELT LINE ROAD (NOEL/PRESTON)	ADDISON	B-6
171	BELT LINE ROAD (ORIGINALS)	ADDISON	FF-16
	BELT LINE STORM SEWER (ORIGINALS)	ADDISON	FF-16
	BELT LINE/INWOOD	ADDISON	B-1
	BELT LINE/MARSH	ADDISON	B-3
	BELT LINE/MARSH BUSINESS PARK	ADDISON	B-5
	BELT LINE/MONTFORT AREA	ADDISON	BF-A14
	BELT LINE/SURVEYOR	ADDISON	B-3
280	BELT LINE/SURVEYOR DRAINAGE (DESIGN)	ADDISON	C-3
280	BELT LINE/SURVEYOR DRAINAGE (ORIGINALS)	ADDISON	FF-12
	BELT LINE/SURVEYOR OFFICE PROJECT	ADDISON	B-4
196	BELTWAY STORM SEWER	ADDISON	B-5
	BENT TREE PLAZA PKWY/MASTER PLAN	ADDISON	A-1
87326	BOUNDARY SURVEY	ADDISON	BF-A15
309	BROADWAY STREET PAVING (ORIGINALS)	ADDISON	FF-14
287	BROADWAY STREET WATER (ORIGINALS)	ADDISON	FF-14
331	BROOKHAVEN DRIVE REPAIRS (ORIGINALS)	ADDISON	FF-12
184	BROOKHAVEN DRIVE SEWER	ADDISON	B-4
215	CELESTIAL 6MG GROUND STORAGE (DESIGN)	ADDISON	C-1
215	CELESTIAL 6MG GROUND STORAGE (ORIGINALS)	ADDISON	FF-13
217	CELESTIAL PUMP STATION (DESIGN)	ADDISON	C-1
217	CELESTIAL PUMP STATION (ORIGINALS)	ADDISON	FF-13
226	CITY HALL ANNEX (DESIGN)	ADDISON	C-2
	CITY LIMITS MAP (ORIGINALS)	ADDISON	SF-A
87369	CREEK SYSTEM (ORIGINALS)	ADDISON	FF-12
216	CROSSTOWN WATERLINE (DESIGN)	ADDISON	C-4
216	CROSSTOWN WATERLINE (ORIGINALS)	ADDISON	FF-14
	DALLAS 36" WATER (BELT LINE ROAD)	ADDISON	A-4
	DALLAS 84" WATER	ADDISON	A-5
223	DALLAS PARKWAY (ORIGINALS)	ADDISON	FF-17
235	DALLAS PKWY. 24" WATER	ADDISON	B-5

100-100-100
 100-100-100
 100-100-100
 100-100-100

JOB NO.	PROJECT NAME (DESCRIPTION)	OWNER/CITY	FILED
235	DALLAS PKWY. 30" WATER	ADDISON	B-5
235	DALLAS PKWY. 8" WATER (BELT LINE/ALPHA)	ADDISON	B-2
235	DALLAS PKWY. SOUTH WATER MAIN	ADDISON	B-3
	DALLAS PKWY. (635/BELT LINE)	ADDISON	B-2
	DALLAS PKWY. (BELT LINE/KELLER SPRINGS)	ADDISON	B-2
	DALLAS PKWY. (GENERAL LAYOUT)	ADDISON	B-2
	DALLAS TOLLWAY	ADDISON	A-7
	DAL-MAC DEVELOPMENT	ADDISON	B-5
152	DOOLEY ROAD METER STATION	ADDISON	B-1
136	DOOLEY ROAD WATER	ADDISON	B-1
136	DOOLEY ROAD WATER (DESIGN)	ADDISON	C-2
263	DOOLEY/KELLER SPRINGS (DESIGN)	ADDISON	C-2
263	DOOLEY/KELLER SPRINGS (ORIGINALS)	ADDISON	FF-12
141	ELEVATED STORAGE TANK (ORIGINALS)	ADDISON	FF-17
349	ELEVATIONS FOR RUNWAY EXTENSION (ORIG.)	ADDISON	SF-A
	FACTORY STREET WATER	ADDISON	A-6
	FARMERSBRANCH SEWER LINE	ADDISON	B-4
	FARMERSBRANCH SEWER SYSTEM	ADDISON	A-6
	FARMERSBRANCH SEWER SYSTEM (ORIGINALS)	ADDISON	SF-A
	FARMERSBRANCH WASTEWATER INTERCEPTOR	ADDISON	BF-A9
	FARMERSBRANCH WASTEWATER INTERCEPTOR(0)	ADDISON	SF-A
195	FIRE STATION NO. 1	ADDISON	B-5
225	FIRE STATION NO. 2 (ORIGINALS)	ADDISON	FF-12
	GREENHILL PARK	ADDISON	BF-A7
	GREENHILL SCHOOL (BOUNDARY/TOPO)	ADDISON	BF-A10
	GRID/ADDRESS MAPS (ORIGINALS)	ADDISON	SF-A
141	GROUND STORAGE 2MG (DESIGN)	ADDISON	C-2
141	GROUND STORAGE TANK 2MG (ORIGINALS)	ADDISON	FF-17
141	GROUND STORAGE TANK SITE	ADDISON	B-1
183	HANGER ROAD (DESIGN)	ADDISON	C-3
183	HANGER ROAD (ORIGINALS)	ADDISON	FF-14
	HURD DEVELOPMENT SURVEY	ADDISON	A-2
176	INWOOD ROAD IMPROVEMENTS	ADDISON	B-1
	INWOOD ROAD (DALLAS)	ADDISON	A-6
176	INWOOD ROAD (DESIGN)	ADDISON	C-3
	INWOOD ROAD (FARMERSBRANCH)	ADDISON	B-5
176	INWOOD ROAD (GAS MARK-UPS)	ADDISON	B-2
176	INWOOD ROAD (ORIGINALS)	ADDISON	FF-17
136	INWOOD SEWER/DOOLEY WATER (ORIGINALS)	ADDISON	FF-16
145	INWOOD/BELT LINE INTERCHANGE	ADDISON	B-1
	JIM MILLER BROADWAY	ADDISON	A-1
	KELLER SPRINGS ROAD TRACTS	ADDISON	B-2
228	LAKE FOREST/BELT LINE	ADDISON	B-4
172	LAKE FOREST/BROOKHAVEN DRAINAGE	ADDISON	B-2
172	LAKE FOREST/BROOKHAVEN DRAINAGE (ORIG.)	ADDISON	FF-16
	LES LACS	ADDISON	A-1
	LES LACS GARDEN HOMES	ADDISON	B-6
	LES LACS HOMES	ADDISON	B-3
	LES LACS PLAZA	ADDISON	B-4

JOB NO.	PROJECT NAME (DESCRIPTION)	OWNER/CITY	FILED
	LES LACS VILLAGE	ADDISON	B-3
	LES LACS VILLAGE (PAVING)	ADDISON	B-4
	LIBERTY PLAZA	ADDISON	A-1
	LIBERTY PLAZA MASTER PLAN	ADDISON	BF-A12
269	LINBERG ROAD EXTENSION	ADDISON	B-2
181	LINBERG ROAD (ORIGINALS)	ADDISON	FF-17
197	MARSH LANE	ADDISON	B-4
	MARSH LANE PROJECT/CARL SUMMERS	ADDISON	B-5
197	MARSH LANE R.O.W. (ORIGINALS)	ADDISON	FF-17
152/211	METERING STATIONS (DESIGN)	ADDISON	C-1
152/211	METERING STATIONS (ORIGINALS)	ADDISON	FF-16
	MIDWAY DITCH ALTERNATE SCHEME	ADDISON	B-3
	MIDWAY MEADOWS	ADDISON	B-3
	MIDWAY ROAD	ADDISON	A-7
	MIDWAY ROAD	ADDISON	A-2
187	MIDWAY ROAD EXTENSION	ADDISON	B-1
112	MIDWAY ROAD SAN. SEWER (ORIGINALS)	ADDISON	FF-16
	MIDWAY ROAD (CARROLLTON)	ADDISON	B-5
175	MIDWAY ROAD (DESIGN)	ADDISON	C-3
	MIDWAY ROAD (FARMERSBRANCH)	ADDISON	A-7
	MIDWAY ROAD (KELLER SPRINGS/DOOLEY)	ADDISON	B-3
187	MIDWAY ROAD (ORIGINALS)	ADDISON	FF-16
175	MIDWAY ROAD (ORIGINALS)	ADDISON	FF-17
	MIDWAY ROAD (TOPO)	ADDISON	BF-A11
287	MIDWAY/BELTWAY INTERSECTION (ORIGINALS)	ADDISON	FF-12
	MIDWAY/SPRING VALLEY	ADDISON	A-7
	MISC. DRAINAGE PROJECTS (ORIGINALS)	ADDISON	FF-17
236	MISC. SIGNALS (ADDISON/AIRPORT PKWY)	ADDISON	FF-8
236	MISC. SIGNALS (ADDISON/ARAPAHO)	ADDISON	FF-8
236	MISC. SIGNALS (ADDISON/BROADWAY)	ADDISON	FF-8
236	MISC. SIGNALS (ADDISON/KELLER SPRINGS)	ADDISON	FF-8
236	MISC. SIGNALS (ADDISON/SOJOURN)	ADDISON	FF-8
236	MISC. SIGNALS (ADDISON/WESTGROVE)	ADDISON	FF-8
188	MISC. SIGNALS (BELT LINE/BELTWAY)	ADDISON	FF-8
188	MISC. SIGNALS (BELT LINE/COMMERCIAL)	ADDISON	FF-8
188	MISC. SIGNALS (BELT LINE/FIRE STATION)	ADDISON	FF-8
188	MISC. SIGNALS (BELT LINE/INWOOD)	ADDISON	FF-8
188	MISC. SIGNALS (BELT LINE/MARSH)	ADDISON	FF-8
188	MISC. SIGNALS (BELT LINE/MIDWAY)	ADDISON	FF-8
188	MISC. SIGNALS (BELT LINE/QUORUM)	ADDISON	FF-8
188	MISC. SIGNALS (BELT LINE/SURVEYOR)	ADDISON	FF-8
291	MISC. SIGNALS (LINBERG/MIDWAY)	ADDISON	FF-8
291	MISC. SIGNALS (MIDWAY/BELTWAY)	ADDISON	FF-8
311	MISC. SIGNALS (MIDWAY/PROTON)	ADDISON	FF-8
261	MISC. SIGNALS (QUORUM/AIRPORT PKWY)	ADDISON	FF-8
261	MISC. SIGNALS (QUORUM/ARAPAHO)	ADDISON	FF-8
261	MISC. SIGNALS (QUORUM/KELLER SPRINGS)	ADDISON	FF-8
261	MISC. SIGNALS (QUORUM/WESTGROVE)	ADDISON	FF-8
207	MISC. SIGNALS (SPRING VALLEY/MIDWAY)	ADDISON	FF-8

JOB NO.	PROJECT NAME (DESCRIPTION)	OWNER/CITY	FILED
	MONTFORT DRIVE	ADDISON	A-6
	MONTFORT DRIVE STORM SEWER	ADDISON	B-1
	NEW DOOLEY ROAD	ADDISON	B-4
293	NEW RATLIFF LANE (DESIGN)	ADDISON	C-1
293	NEW RATLIFF LANE (ORIGINALS)	ADDISON	FF-12
	NOEL ROAD 12" WATER	ADDISON	B-6
	NORTH/SOUTH QUADRANTS (ORIGINALS)	ADDISON	SF-8
	OAK BEND ESTATES	ADDISON	B-6
	OAKS NORTH WATER/SEWER	ADDISON	A-1
	OAKS NORTH (DRAINAGE STUDY)	ADDISON	B-5
242	OLD ADDISON	ADDISON	BF-A5
242	OLD ADDISON (NEGATIVES)	ADDISON	SF-8
242	OLD ADDISON (NEGATIVES)	ADDISON	SF-A
222	OLD TOWN ADDISON	ADDISON	BF-A13
222	OLD TOWN ADDISON (ORIGINALS)	ADDISON	SF-A
222	OLD TOWN ADDISON (ORIGINALS)	ADDISON	FF-14
309/287	OLD TOWN/BROADWAY PAVING-WATER (DESIGN)	ADDISON	C-1
	OLD WATER/SEWER/ZONING MAPS (ORIGINALS)	ADDISON	SF-A
	PALMER NATIONAL BANK	ADDISON	A-6
	PLAZA AT THE QUORUM 2	ADDISON	A-6
	POWER EASEMENT	ADDISON	BF-A5
	PRESTON MEADOWS	ADDISON	B-2
217	PUMP STATION FIRST SITE	ADDISON	BF-A3
149	PUMP STATION & MAINS (ORIGINALS)	ADDISON	FF-17
	QUORUM CENTER	ADDISON	A-1
203	QUORUM DRIVE (ORIGINALS)	ADDISON	FF-14
203	QUORUM DRIVE - 1/2 SIZE (ORIGINALS)	ADDISON	FF-14
	QUORUM NORTH	ADDISON	B-2
203	QUORUM ROAD (DESIGN)	ADDISON	C-3
	QUORUM SOUTH	ADDISON	BF-A12
	QUORUM SOUTH	ADDISON	B-2
	QUORUM WEST	ADDISON	B-2
	QUORUM WEST	ADDISON	A-7
147	RATE OF FLOW CONTROLLER	ADDISON	B-2
	RATLIFF LANE (ORIGINALS)	ADDISON	FF-16
	RETAIL DEVELOPMENT (BELT LINE/INWOOD)	ADDISON	B-5
	RETAIL SITE AT INWOOD ROAD	ADDISON	B-1
	SAN. SEWER (NOEL/BELT LINE)	ADDISON	B-3
	SEASHELL RESTAURANT	ADDISON	B-1
	SERVICE CENTER	ADDISON	A-6
290	SERVICE CENTER EXPANSION	ADDISON	B-6
290	SERVICE CENTER SURVEY (ORIGINALS)	ADDISON	FF-12
	SEWER LINE (PKWY/ADDISON RD.)	ADDISON	B-5
	SEWER MAP	ADDISON	BF-A8
	SEWER MAP (MARK-UPS)	ADDISON	BF-A13
152	SEWER METERING STATION	ADDISON	B-5
331	SOPRAS CIRCLE (ORIGINALS)	ADDISON	FF-12
	SOUTHBRIDGE ESTATES	ADDISON	B-2
	SPECTRUM DRIVE MEDIAN MODIFICATIONS	ADDISON	B-4

JOB NO.	PROJECT NAME (DESCRIPTION)	OWNER/CITY	FILED
178	SPRING VALLEY ROAD	ADDISON	B-4
	SPRING VALLEY ROAD LAYOUT	ADDISON	BF-A9
178	SPRING VALLEY ROAD (DESIGN)	ADDISON	C-4
178	SPRING VALLEY ROAD (ORIGINALS)	ADDISON	FF-15
	SPRING VALLEY WATER/SEWER	ADDISON	B-4
	SPRING VALLEY/MARSH LN. CENTRE	ADDISON	A-1
	SPRINGHAVEN APARTMENTS	ADDISON	B-3
	SQUARE FOOTAGES	ADDISON	BF-A3
	STANDARD DETAILS (ORIGINALS)	ADDISON	FF-3
	STREET MAP	ADDISON	BF-A2
	STREET MAP (ORIGINALS)	ADDISON	SF-A
	SUNBELT BUSINESS PARK	ADDISON	B-5
	SUNBELT CORP. HEADQUARTERS	ADDISON	BF-A8
	SURVEYOR PUMP STATION (DESIGN)	ADDISON	C-4
	THE ATRIUM	ADDISON	B-4
	THE WOODS	ADDISON	A-1
	THOROUGHFARE MAP (ORIGINALS)	ADDISON	SF-8
	TOLLWAY AERIAL	ADDISON	A-7
	TOLLWAY BORING	ADDISON	A-7
	TOLLWAY CONSTRUCTION	ADDISON	A-7
145	TOLLWAY CROSSINGS	ADDISON	A-7
	TOLLWAY GRADES	ADDISON	A-7
	TOLLWAY PAVING	ADDISON	A-7
228	TOWN HALL ANNEX (ORIGINALS)	ADDISON	FF-17
	TOWN HALL SHOPPING CENTER	ADDISON	B-2
164	TOWN HALL STREET (ORIGINALS)	ADDISON	FF-16
	TOWN HALL (TREE LOCATIONS)	ADDISON	B-4
	TRAFFIC FLOW	ADDISON	BF-A2
	TRAFFIC FLOW	ADDISON	BF-A4
	TRAFFIC FLOW (ORIGINALS)	ADDISON	SF-A
182	VOSS/DOOLEY SAN. SEWER	ADDISON	B-2
182	VOSS/DOOLEY SEWER (DESIGN)	ADDISON	C-2
	VOSS/DOOLEY SEWER (ORIGINALS)	ADDISON	FF-15
	WATER MAP	ADDISON	BF-A8
	WATER/SEWER MAPS	ADDISON	BF-A9
	WATER/SEWER OVERLAYS (ORIGINALS)	ADDISON	SF-A
	WATER/SEWER (SEPIAS)	ADDISON	SF-A
	WATER/SEWER/DRAINAGE IMPROVEMENTS (ORIG)	ADDISON	FF-17
	WATER/SEWER/ZONING MAPS (ORIGINALS)	ADDISON	FF-5
	WEST DRIVE/RUNYON ROAD	ADDISON	B-1
	WESTGROVE AT LIBERTY PLAZA	ADDISON	A-1
192	WESTGROVE/VOSS DRAINAGE	ADDISON	B-4
192	WESTGROVE/VOSS (ORIGINALS)	ADDISON	FF-15
324	WHITEROCK JOGGING TRAIL (ORIGINALS)	ADDISON	FF-12
219	WINNWOOD SEWER (DESIGN)	ADDISON	C-1
219	WINNWOOD SEWER (ORIGINALS)	ADDISON	FF-13
87328	WINNWOOD/CELESTIAL PHASE 3 (ORIGINALS)	ADDISON	FF-13
265	WINNWOOD/CELESTIAL ROAD (DESIGN)	ADDISON	C-3
265	WINNWOOD/CELESTIAL (ORIGINALS)	ADDISON	FF-13

JOB NO.	PROJECT NAME (DESCRIPTION)	OWNER/CITY	FILED
	ZONING MAP	ADDISON	BF-A12
	ZONING MAP (PRELIMINARY)	ADDISON	BF-A14
	ZONING (SEPIA)	ADDISON	SF-A
	ZONING/SEWER MAPS	ADDISON	BF-A9
	ZONING/STREET MAPS (ORIGINALS)	ADDISON	SF-A
	FARMERSBRANCH 16" WATER	ADDISON	B-4



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

February 25, 1991

Wayne Ginn, P. E.
Ginn & Case, Inc. Consulting Eng.
P. O. Box 796577
Dallas, Texas 75379-6577

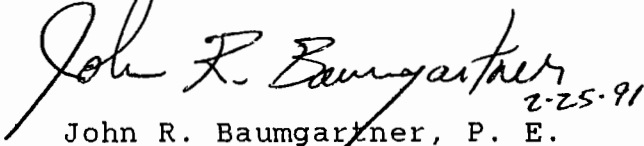
RE: Invoice 1011 - Mildred Street Improvments
Item 260 Resolving Benchmark/Grades Dispute

Dear Wayne:

Per our conversation on February 25, 1991, the amount requested for item 260 has been adjusted to \$250.00. This amount is intended to cover the costs associated with relating Cadence's benchmark to Centerline's and determining that the basis of elevation was different.

If you have any additional information regarding this issue please call me, if not, please issue a credit for the \$470.00 difference.

Sincerely,


2-25-91

John R. Baumgartner, P. E.
City Engineer

JRB/rp

MILDRED STREET IMPROVEMENTS - TOWN OF ADDISON

TIME JUSTIFICATION FOR MONTH OF FEBRUARY, 1991 FOR GABE FAVRE

FEB 1 - 2 1/2 hours (admin)...discussed plans for next week with the contractor...discussed plans for Saturday (2-2-91) doing the alley paving and the Julian Street asphalt work. Discussed with Cadence Group superintendent and then Cunningham Architects the location of Station 4+28.56, centerline of drop off area...after much discussion, it was agreed by all present that we should move the "point" approximately 7" east to accommodate the present location of the building...as this would work best where the building is now located. Additionally, we discussed with Cunningham the elevations of the proposed grades for the pavement in the drop off area to be sure it agreed with what he wanted to accomplish. We had the contractor verify the grades of the building's walk to determine what the top curb grade should be to be in accordance with Cunningham's plans.

FEB 2 - 2 hours...site visit to verify that asphalt work was being done...no workers on site...no charge to project time.

FEB 4 - 1/2 hour (admin)...site visit to discuss with contractor additional saw cutting in alley for preparation of pavement.

FEB 5 - 1 hour (admin)...phone calls to and from contractor, discussing requirements for densities for flex base and subgrade material for area of Julian Street being prepared for asphalt. Contacted lab for densities to be taken on project.

FEB 6 - 1 hour (admin)...site visit today, after rains yesterday, to determine if contractor was working...excavation subs were working to dry out the base...witnessed TU Electric crews working on relocating the power poles which were in conflict with construction...phone calls to contractor to determine status of when work was to continue.

FEB 7 - 2 hours (admin)...site visit with contractor to discuss in more detail the alley pavement...we walked the alley and discussed the potholes, alligator cracks and general poor condition of the alley and to what extent the contractor was responsible...returned to office and contacted contractor to discuss fully what was to be done...discussed the placement of lime which was beginning today...and schedule for next week.

FEB 8 - 3 hours (admin)...site visit with Rick Waters of Centerline contractors to discuss the alley pavement and their responsibility...after reviewing the area in detail, and visiting with Ann Cavin regarding the area in front of her house, the contractor agreed to repave the asphalt as we discussed. Additionally I contacted Robin Jones to set up meeting at 2 p.m. today to visit site and have further discussions as to what area needs to be repaved by contractor at no cost to city and what could be done for the other areas that were in poor state of disrepair...Met with Robin and Bruce Ellis at 2 p.m. Later, Robin returned my call and advised us that \$2500 was allocated to project for additional asphalt work to fully pave the alley portions that were in bad shape.

MILDRED STREET IMPROVEMENTS - TOWN OF ADDISON

TIME JUSTIFICATION FOR MONTH OF FEBRUARY, 1991 FOR GABE FAVRE

FEB 11 - 5 1/2 hours (3 1/2 - admin. and 2 - inspect.)...reviewed alley areas that were removed earlier to determine if they met requirements our last discussions...contacted lab personnel to come out and take gradations of materials that is being placed for base material...initial review of pay application received today...inspected re-mixing of north paving lanes subgrade work...inspected placement of 2" irrigation pipe at drop off area.

FEB 12 - 5 hours (3 - admin. & 2 - inspect.)...meeting in field with Ann Cavin. Asphalt contractor told her some things that were incorrect and she was concerned...discussed with contractor and his asphalt sub areas that will be done as discussed with Rick Waters yesterday...met with Robert Wood and Slade Strickland on southeast corner of Julian and Broadway to discuss cleanup of McFarland property...got back with contractor and relayed message of cleanup to him...witnessed placement of asphalt in alley as patch work was being done...contacted lab to take densities of subgrade work being done...advised lab of location of densities to be taken...checked depths of base material for correct thickness as per plans.

FEB 13 - 4 hours (3 - inspect. & 1 admin.)...had to contact lab to verify the proctors and densities taken yesterday...inspecting final grading of base material...had lab retake densities that failed yesterday...contacted contractor as to why the asphalt was not completed.

FEB 14 - 3 hours (2 inspect. & 1 admin.)...resolved conflict with our contractor and Cadence contractor regarding setting of crane to pump concrete, onto the newly completed base material...phone call from Cadence requesting that our contractor allow him to set his pumper trucks on the sub-base material...contacted labs about retesting done yesterday...some still failed had to retest again today.

FEB 15 - 3 hours (inspect)...reviewed forms set for 22.5' pavement, verify depths of proposed pavement...reviewed alley paving, which was completed by 10 a.m....discussed the abandonment of the manhole in Mildred Street and how it should be done...contacted lab about yesterdays densities and new moistures that were taken.

FEB 18 - 2 hours (1-inspect. & 1 admin.)...inspected the final grading and grades for the paving to be done...inspected the forms and checked depths and dimensions...discussed with contractor considerations of how the blockouts should be done and means of work sequence for the concrete pour.

FEB 19 - 1 hour (inspect.)...steel inspection and final subgrade inspection...discussed blockouts and their location and construction in vicinity of drives and alley.

MILDRED STREET IMPROVEMENTS - TOWN OF ADDISON

TIME JUSTIFICATION FOR MONTH OF FEBRUARY, 1991 FOR GABE FAVRE

FEB 20 - 4 1/2 hours (inspect)...inspected concrete pour today...began at 7:45 am...had problems with paving machine and had to do some hand work...contractor stopped short of full days work due to those problems...had to repair machine...made sure header was properly set and that finishwork was done properly...returned later to verify that curing compound was placed properly.

FEB 21 - 9 hours (inspect)...began pouring concrete where they left off yesterday...poured over 300 yards of concrete today...was there to inspect all of the work, including the finish, curing and saw cutting of yesterdays work...had onsite discussion with Slade Strickland about the removal of the TU Electric poles that are still located in the bus lanes.

FEB 22 - 2 hours (inspect)...reviewed the saw joints and proposed joints that will be done today...verified that barricades were in place...inspected traffic interconnect being placed today.

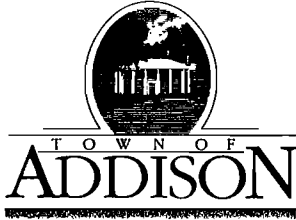
FEB 23 - 1 hour (admin)...site visit on Saturday to see if contractor was working and verify that barricades were still in place...no charge to project time.

FEB 25 - 3 hours (admin)...phone calls to and from Bruce Ellis regarding barricades being down on Mildred Street...contacted contractor and went out to site to verify what was going on...recontacted contractor to have him contact his barricades people to get barricades properly placed...discussed with contractor and sub the correct location of the interconnect that was continuing to be placed today from Julian Street to Addison Road...

FEB 26 - 3 hours (admin)...contacted contractor again concerning the barricades...had to go back out to site to verify that it would be done...preliminary discussions with contractor about next months pay application quantities as to what would be able to be paid and what was not eligible for payment...discussed the sequence of work for next few days for pouring bus lane concrete and curbing, etc.

FEB 27 - 4 hours (1 admin. & 3 inspect)...Contacted Slade Strickland to advise him that forms would be set in area of drop-off and for him to contact Cunningham, if he wanted, to review the grades that were set...visited site and discussed with Cunningham the grades...reviewed forms and grades for the bus lanes and the brick pavers construction.

FEB 28 - 10 hours (inspect)...pouring bus lanes and drives today along with the drop-off area...worked from 7:30 a.m. to 7:30 p.m.



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

March 8, 1991

H. Wayne Ginn, P. E.
Ginn & Case, Inc.
P. O. Box 796577
Dallas, Texas 75379-6577

Re: Mildred Street Improvements - Invoice Number 1020

Dear Wayne,

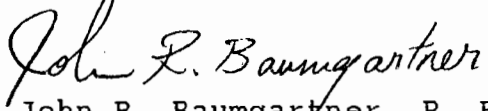
Thank you for taking the time to discuss invoice 1020 and your philosophy with regard to additional services for the construction administration and inspection services provided by your firm. After reviewing the Agreement between the Town of Addison and Ginn, Inc. dated March 24, 1980 it does not appear that construction phase services are tied to the length of the construction schedule. However, it appears that there may be basis for additional compensation based on historical precedent.

In an effort to determine a fair value for additional services please provide the following information:

1. The Engineers evaluation/recommendation with regards to liquidated damages. If you are recommending the assessment of liquidated damages, is the contractor aware of your recommendation and what is their position?
2. Please provide an updated construction schedule.
3. In conjunction with the construction schedule, provide and estimate of your additional services and the basis for that estimate to complete the project.
4. On future invoices please provide a more detailed summary of the services provided. This summary could include a copy of the daily log maintained by the inspector with a summary of hours.
5. For invoice 1020 please provide a detailed breakdown of hours by position and a copy of the inspection reports for the billing period.

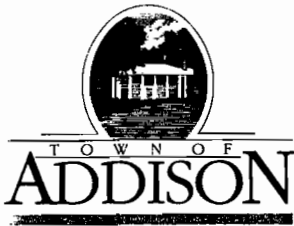
Thank you for your help with these issues. Please call me if you have any questions since your response is necessary to process this invoice.

Sincerely yours,
Town of Addison

A handwritten signature in cursive script that reads "John R. Baumgartner". The signature is written in dark ink and is positioned above the typed name.

John R. Baumgartner, P. E.
City Engineer

JRB/rp



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

March 8, 1991

H. Wayne Ginn, P. E.
Ginn & Case, Inc.
P. O. Box 796577
Dallas, Texas 75379-6577

Re: Mildred Street Improvements - Invoice Number 1020

Dear Wayne,

Thank you for taking the time to discuss invoice 1020 and your philosophy with regard to additional services for the construction administration and inspection services provided by your firm. After reviewing the Agreement between the Town of Addison and Ginn, Inc. dated March 24, 1980 it does not appear that construction phase services are tied to the length of the construction schedule. However, it appears that there may be basis for additional compensation based on historical precedent.

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3. In conjunction with the construction schedule, provide and estimate of your additional services and the basis for that estimate to complete the project.
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Sincerely yours,
Town of Addison

John R. Baumgartner
John R. Baumgartner, P. E.
City Engineer

JRB/rp

DESIGN PHASE

1-1-90 thru 4-30-90

POSITION	FEE	HOURS
SECRETARY	\$341.25	9.75
DRAFTER	10,270.00	256.75
SENIOR DESIGNER	12,810.00	213.50
SENIOR ENGINEER	2,880.00	36
ELEC. SUB.	756.00	N/A
PRINTING BID	2094.44 207.00	N/A

SUBTOTAL DESIGN 29,358.69 516 hrs
26,301.69 (labor)

CONSTRUCTION PHASE 5-1-90 to Present

SECRETARY	673.75	19.25
INSPECTOR	15,730	387
SENIOR DESIGNER	14,385	239.75
SENIOR ENGINEER	280	3.5
PRINCIPAL ENGINEER	4,250	42.5
	35,318.75	692.00 HRS

GEO TECH. 6,339.52
PRINTING (CONST.) 63.58
COURRIER 10.00
6413.10

61,620.44 (labor) 1208 hrs
2,158.02 PRINT.
756.00 ELEC. SUB
207.00 BID
6,339.58 GEOT.
10.00 COUR.
#71,091.04

TOTAL CONSTRUCTION THRU 12-31-90	342,556
TOTAL FEE LESS GEOTECH 2-28-91	64,751.46
	18.9%
Geotech	6,339.58
	5,496

Sandra

475,000

425,315

342,556

2/3

#9750

Geotech

6-30-90 468.96 ✓
9-30-90 3096.45 ✓
10-31-90 411.60 ✓
11-30-90 982.28 ✓
12-31-90 1,380.23 ✓

Subtotal 6,339.52

ELEC. SUBCONSULTANT

4-30-90 756.00

Subtotal 756.00

Printing

1-31-90 517.18
2-28-90 34.87
3-31-90 1538.39 prebid 2090.44
4-30-90 10.49
5-31-90 18.80
7-31-90 2.10
8-31-90 3.78
9-30-90 7.93
10-31-90 0.73
11-30-90 1.00
12-31-90 11.50
1-31-91 2.47
2-28-91 4.78

Subtotal 2,154.02

9249.54

SENIOR ENGINEER @ \$80/hr

1-31-90	2880	36 HRS	DESIGN
6-30-90	80	1	
11-30-90	160	2.0	
12-31-90	40	0.5	
SUBTOTAL	\$3,160	39.5 HRS	

PRINCIPAL ENGINEER @ \$100/hr

5-31-90	\$1,600	16	
8-31-90	1,450	14.5	
10-31-90	1,000	10.0	
11-30-90	200	2.0	
SUBTOTAL	\$4,250	42.5	

SENIOR DESIGNER \$60/HR

1-31-90	\$5250	87.5 HRS		
2-28-90	3510	58.5		
3-31-90	2640	44.0		
4-30-90	1410	23.5	\$12,810	Plans
5-31-90	1290	21.5		
6-30-90	1020	17.0		
7-31-90	1260	21.0		
8-31-90	2640	44.0		
9-30-90	2130	35.5		
10-31-90	1620	27.0		
11-30-90	1695	28.25		
12-31-90	690	11.5		
1-31-91	1410	23.5		
2-28-91	630	10.5	\$14,385	AFTER Plans
SUBTOTAL	\$27,195	453.25 HRS		

DRAFTER @ \$40/hr

1-31-90	\$ 4480	112 hr.	
2-28-90	4460	111.5 hr	
3-31-90	1330	33.25 hr	
SUBTOTAL	\$10,270	256.75 hr.	DESIGN

SECRETARY @ \$35/hr.

1-31-90	52.50	1.5 hr.	
2-28-90	122.50	3.5	
3-31-90	61.25	1.75	
4-30-90	105.00	3.00	+341.25 DESIGN
5-31-90	175.00	5.0	
6-30-90	0.00	0	
7-31-90	105.00	3.0	
8-31-90	78.75	2.25	
9-30-90	70.00	2.0	
10-31-90	17.50	0.5	
11-30-90	61.25	1.75	
12-31-90	43.75	1.25	
1-31-91	113.75	3.25	
2-28-91	8.75	0.25	673.75 INSPECTION
SUBTOTAL	\$1,015	29.0 HRS.	

INSPECTOR @ \$40/hr.

5-31-90	\$1090	27.25 hrs.	
6-30-90	1590	39.75	
7-31-90	2720	68.0	
	280	7.0	
SD INS.	480	8.0	\$60/hr.
8-31-90	-0-	0	
9-30-90	2210	55.25	
10-31-90	3430	85.75	
11-30-90	2400	60.0	
12-31-90	1260	31.5	
1-31-91	-0-	-0-	
2-28-91	270	4.5	\$60/hr.
SUBTOTAL	\$15,730	387 hrs.	

MISC

4-30-90	BID	207.90
12-31-90	IN HOUSE COURIER	10.00

17103 Preston Road
Suite 100, LB-118
DALLAS, TEXAS 75248

(214) 248-4900

TO Town of Addison

DATE	<u>3-8-91</u>	JOB NO.	<u>90433</u>
ATTENTION	<u>ROBIN JONES</u>		
RE:	<u>MISC. PAVEMENT PROJECT</u>		
	<u>JUSTIFICATION OF TIME</u>		
	<u>FOR MONTH OF FEB '91.</u>		

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

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

COPIES	DATE	NO.	DESCRIPTION
<u>1</u>	<u>3-8-91</u>		<u>Breakdown of Job/time spent for FAVRE ON Miscellaneous Pavement Project for month of FEB. 1991.</u>

THESE ARE TRANSMITTED as checked below:

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

REMARKS

ALL ~~TIME~~^{HOURS} SPENT WERE NECESSARY AND ACTUALLY INCURRED

SHOULD YOU HAVE ANY FURTHER QUESTIONS, PLEASE CONTACT OUR OFFICE.

COPY TO W. Gunn, S. Case, File

SIGNED:

Gabe Favre

MISCELLANEOUS PAVEMENT PROJECT - TOWN OF ADDISON
TIME JUSTIFICATION FOR MONTH OF FEBRUARY, 1991 FOR GABE FAVRE

Admin
FEB. 1 - 1/2 hour...review preliminary quantities for this months pay application as submitted by the contractor...miscellaneous phone calls to contractor to verify same quantities and discuss what will be approved for payment.

FEB 6 - 1/2 hour...several phone calls to contractor to check status of when the punch list items will be done.

FEB 11 - 1 1/2 hours...site visit to all areas of project to determine what work has been done on punch list items that contractor was to begin today...on site discussion with contractor about specific items listed and how to proceed.

Admin
FEB 12 - 1 1/2 hours...review pay application, write letter, process document to city for further processing.

FEB 13 - 1 hour...site visit to inspect status of punch list item work...phone calls to contractor to inquire about specific portions of work to be done.

FEB 14 - 1/2 hour...project status check...ran through project to verify if contractor is working.

FEB 18 - 2 hours...inspection of Quorum south concrete removal, discussion with foreman as to status of other areas of project punch list completion...went with contractor to other portion of project to help identify exact location of work to be done.

FEB 19 - 2 1/2 hours...steel inspection...watched concrete pour of work on Quorum south...discussed finish work and location of joints with contractor.

FEB 20 - 1/2 hour...site inspection to verify joints were done correctly and that barricades were properly placed.

FEB 25 - 1 1/2 hours...review claims, research etc. copies of information sent to us by Robin Jones regarding Aarons Concrete sawing company claims against XIT company.

FEB 26 - 2 hours...review light fixture submittal problem on Oaks North bridge...phone calls to and from Slade and contractor regarding the light fixture and its solution. Discussion with Slade and then contractor regarding the different color bricks in the Oaks' North bridge wall.

FEB 27 - 1 hour...site inspection to bridge to view the brick color...phone calls to brick manufacturer and contractor to determine what could be done to remedy the problem, if possible.

TOTAL 15 hours for the entire month of February.

GINN, INC.

CONSULTING ENGINEERS

February 28, 1989

Mr. Ron Whitehead
City Manager
Town of Addison
P.O. Box 144
Addison, Tx 75001

Re: Miscellaneous Pavement Improvements

Dear Mr. Whitehead:

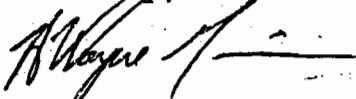
Uvalde Construction will soon begin construction of the Midway Road pavement repairs. The contractor is required to do his construction work between 9:30 a.m. and 3:30 p.m. and he will be allowed to close two lanes of traffic during these hours. As you know the volume of traffic on Midway Road is greater than the street capacity. Due to these conditions, Randy Hill and Robin Jones had previously discussed with you the possibility of Ginn, Inc. providing "full-time" inspection during reconstruction of Midway Road.

Our fee by contract allows us to budget approximately 107 hours for an inspector on work associated with Midway Road. We estimate a full time inspector will need to be at the site from 9:00 a.m. to 3:30 p.m. or 6-1/2 hours per day. The contractor estimates 50 working days to complete the work on Midway Road. This amounts to 325 hours for full time inspection.

The difference in hours multiplied by our billing rate of \$30/hour for our inspector amounts to \$6,540. Therefore, we are asking for authorization of the "full time" inspection services prior to the Contractor beginning this work.

We are available to further discuss this issue at your convenience.

Sincerely,



H. Wayne Ginn, P.E.

HWG/RCH/rch

Approved by:

Ron Whitehead

cc: Randy Hill
Edna Ginn
Robin Jones ✓
file: 87372

GINN & CASE, INC.

CONSULTING ENGINEERS

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900



DATE
28 FEB 1991

CUSTOMER
NUMBER
ADD

DATE
28 FEB 1991

CUSTOMER
NUMBER
ADD

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

STATEMENT

DETACH AND RETURN THIS
PORTION WITH YOUR REMITTANCE

INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT	
L10228	28 FEB 1991	LATE CHARGE	102.73	
1011	31 JAN 1991	MILDRED STREET IMPROV	1,575.60	
1020	28 FEB 1991	MILDRED ST IMPROVEMENTS	4,175.00	
2528	31 DEC 1990	MILDRED STREET IMPROV	4,278.00	
2529	31 DEC 1990	ENGINEERING	103.03	
1001	31 JAN 1991	1990 MISC PAVEMENT IMPRO	1,535.25	
1012	28 FEB 1991	1990 MISC PAVEMENT	913.53	
2533	31 DEC 1990	90 MISC PAVEMENT IMPROV	3,426.45	
2537	31 DEC 1990	24" WATER LINE	411.25	
1023	28 FEB 1991	ENGINEERING	34.70	
1003	31 JAN 1991	ADDISON/FB SEWER TUNNEL	140.00	
1014	28 FEB 1991	ADDISON/FB SEWER TUNNEL	120.00	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE
8596.81	8218.73	0.00	0.00	16,815.54

INVOICE NO.	TOTAL AMOUNT
L10228	102.73
1011	1,575.60
1020	4,175.00
2528	4,278.00
2529	103.03
1001	1,535.25
1012	913.53
2533	3,426.45
2537	411.25
1023	34.70
1003	140.00
1014	120.00
TOTAL DUE	
16,815.54	

FILE -
Ginn + Case

GINN, INC. CONSULTING ENGINEERS

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900

REMIT TO:

**GINN, INC.
CONSULTING ENGINEERS**

Lock Box 118 • Dallas, Texas 75248

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

	DATE	CUSTOMER NUMBER		DATE	CUSTOMER NUMBER
	31 DEC 1990	ADD		31 DEC 1990	ADD

STATEMENT

DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT		
2517	30 NOV 1990	CREEK SYSTEM IMPROVEMENT	60.00		
7493	31 OCT 1990	CREEK SYSTEM IMPROV	1,610.00		
7493	04 DEC 1990	PAYMENT	1,610.00-		
* 2522	30 NOV 1990	MILDRED ST IMPROVEMENTS	2,674.56		
* 2528	31 DEC 1990	MILDRED STREET IMPROV	4,278.00		
7498	31 OCT 1990	MILDRED STREET IMPROV	4,770.24		
7498	04 DEC 1990	PAYMENT	4,770.24-		
2523	30 NOV 1990	SANITARY SEWER IMPROVE	1,304.75		
7499	31 OCT 1990	SANITARY SEWER IMPROV	5,986.50		
7499	04 DEC 1990	PAYMENT	5,986.50-		
2504	30 NOV 1990	ENGINEERING	760.04		
2529	31 DEC 1990	ENGINEERING	103.03		
7480	31 OCT 1990	ENGINEERING	450.00		
7480	04 DEC 1990	PAYMENT	450.00-		
CURRENT		OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE
					CONTINUED

INVOICE NO.	TOTAL AMOUNT
2517	60.00
7493	1,610.00
7493	1,610.00-
2522	2,674.56
2528	4,278.00
7498	4,770.24
7498	4,770.24-
2523	1,304.75
7499	5,986.50
7499	5,986.50-
2504	760.04
2529	103.03
7480	450.00
7480	450.00-
TOTAL DUE	
CONTINUED	

GINN, INC. CONSULTING ENGINEERS

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900

REMIT TO:

**GINN, INC.
CONSULTING ENGINEERS**

Lock Box 118 • Dallas, Texas 75248

DATE	CUSTOMER NUMBER	DATE	CUSTOMER NUMBER
31 DEC 1990	ADD	31 DEC 1990	ADD

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

STATEMENT

DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE

INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT	
2516	30 NOV 1990	SPECIAL SERVICES	291.38	
7483	31 OCT 1990	SPECIAL SERVICES	1,333.66	
7483	04 DEC 1990	PAYMENT	1,333.66-	
2508	30 NOV 1990	1990 MISC PAVEMENT IMPRO	5,499.53	
2533	31 DEC 1990	90 MISC PAVEMENT IMPROV	3,426.45	
7484	31 OCT 1990	1990 MISC PAVEMENT IMPRO	6,479.83	
7484	04 DEC 1990	PAYMENT	6,479.83-	
2512	30 NOV 1990	24" WATER LINE RELOCATE	651.58	
2537	31 DEC 1990	24" WATER LINE	411.25	
7487	31 OCT 1990	24" WATER LINE RELOCATE	2,037.19	
7487	04 DEC 1990	PAYMENT	2,037.19-	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE
8218.73	11241.84	0.00	0.00	19,460.57

INVOICE NO.	TOTAL AMOUNT
2516	291.38
7483	1,333.66
7483	1,333.66-
2508	5,499.53
2533	3,426.45
7484	6,479.83
7484	6,479.83-
2512	651.58
2537	411.25
7487	2,037.19
7487	2,037.19-
TOTAL DUE	
19,460.57	

GINN, INC. CONSULTING ENGINEERS

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900

REMIT TO:

**GINN, INC.
CONSULTING ENGINEERS**

Lock Box 118 • Dallas, Texas 75248

DATE CUSTOMER
NUMBER

30 NOV 1990 ADD

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

DATE CUSTOMER
NUMBER

30 NOV 1990 ADD

STATEMENT

DETACH AND RETURN THIS
PORTION WITH YOUR REMITTANCE

INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT	
2517	30 NOV 1990	CREEK SYSTEM IMPROVEMENT	60.00	
7493	31 OCT 1990	CREEK SYSTEM IMPROV	1,610.00	
2522	30 NOV 1990	MILDRED ST IMPROVEMENTS	2,674.56	
7498	31 OCT 1990	MILDRED STREET IMPROV	4,770.24	
2523	30 NOV 1990	SANITARY SEWER IMPROVE	1,304.75	
7499	31 OCT 1990	SANITARY SEWER IMPROV	5,986.50	
2504	30 NOV 1990	ENGINEERING	760.04	
7480	31 OCT 1990	ENGINEERING	450.00	
2516	30 NOV 1990	SPECIAL SERVICES	291.38	
7483	31 OCT 1990	SPECIAL SERVICES	1,333.66	
2508	30 NOV 1990	1990 MISC PAVEMENT IMPRO	5,499.53	
7484	31 OCT 1990	1990 MISC PAVEMENT IMPRO	6,479.83	
2512	30 NOV 1990	24" WATER LINE RELOCATE	651.58	
7487	31 OCT 1990	24" WATER LINE RELOCATE	2,037.19	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE
33909.26	0.00	0.00	0.00	33909.26

INVOICE NO.	TOTAL AMOUNT
2517	60.00
7493	1,610.00
2522	2,674.56
7498	4,770.24
2523	1,304.75
7499	5,986.50
2504	760.04
7480	450.00
2516	291.38
7483	1,333.66
2508	5,499.53
7484	6,479.83
2512	651.58
7487	2,037.19
TOTAL DUE	
33,909.26	



P.O. BOX 144 • 5350 BELT LINE RD.
ADDISON, TEXAS 75001

NCNB TEXAS
WICHITA FALLS, TX 76701

NO. 017533

DATE 01/17/91

CHECK NO. 017533

ELEVEN-THOUSAND TWO-HUNDRED FORTY-ONE DOLLARS AND 84 CENTS

AMOUNT *****11,241.84

PAY TO THE ORDER OF

GINN, INC
17103 PRESTON RD
SUITE 100 LOCK BOX 118
DALLAS, TX 75248

TOWN OF ADDISON

VOID AFTER 60 DAYS

NON-NEGOTIABLE

⑈017533⑈ ⑆111901302⑆ ⑈1254842731⑈

017533

NO. 017533

001035 GINN, INC

INVOICE DATE	INVOICE NUMBER	ACCOUNT NUMBER	GROSS	DISCOUNT	NET AMOUNT
12/04/90	2504,2516	01-171-56570-00000-000	1,051.42	0.00	1,051.42
12/04/90	2517	42-000-56570-00190-000	60.00	0.00	60.00
12/04/90	2522	41-000-56570-00330-000	2,674.56	0.00	2,674.56
12/04/90	2523	62-000-56570-00390-000	1,304.75	0.00	1,304.75
12/04/90	2508	41-000-56570-00340-000	5,499.53	0.00	5,499.53
12/04/90	2512	45-000-56570-00330-000	491.29	0.00	491.29
		62-000-56570-00330-000	160.29	0.00	160.29
			11,241.8	0.00	11,241.84

1-16

TOWN OF ADDISON PAYMENT AUTHORIZATION MEMO

DATE 1 9 91

CLAIM # _____

CHECK AMOUNT \$ _____

Vendor No. 1035

Vendor Name GINN, INC.

Address _____

Address _____

Address _____

Zip Code _____

12-04-90 Stmt

C

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
11282 2504, 2516	01	171	56570	00000	000	1,051.42
11283 2517	42	000	56570	00190	000	60.00
11284 2522	41	000	56570	00330	000	2,674.56
11285 2523	62	000	56570	00390	000	1,304.75
11286 2508	41	000	56570	00340	000	5,499.53
11287 2512	45	000	56570	00330	000	491.29
	62	000	56570	00330	000	100.29
TOTAL						\$ 11,241.84

EXPLANATION Consulting Fees for month of December

[Signature]
AUTHORIZED SIGNATURE

[Signature]
FINANCE

GINN, INC.**CONSULTING ENGINEERS**

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900

DATE

CUSTOMER
NUMBER

04 DEC 1990

ADD

TOWN OF ADDISON

POST OFFICE BOX 144

ATTN: RON WHITEHEAD, CITY MGR

ADDISON

TX 75001

STATEMENT

INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT
2517	30 NOV 1990	CREEK SYSTEM IMPROVEMENT	60.00 ✓
7493	31 OCT 1990	CREEK SYSTEM IMPROV	1,610.00
7493	04 DEC 1990	PAYMENT	1,610.00-
2522	30 NOV 1990	MILDRED ST IMPROVEMENTS	2,674.56 ✓
7498	31 OCT 1990	MILDRED STREET IMPROV	4,770.24
7498	04 DEC 1990	PAYMENT	4,770.24-
2523	30 NOV 1990	SANITARY SEWER IMPROVE	1,304.75 ✓
7499	31 OCT 1990	SANITARY SEWER IMPROV	5,986.50
7499	04 DEC 1990	PAYMENT	5,986.50-
2504	30 NOV 1990	ENGINEERING	760.04 ✓
7480	31 OCT 1990	ENGINEERING	450.00
7480	04 DEC 1990	PAYMENT	450.00-
2516	30 NOV 1990	SPECIAL SERVICES	291.38 ✓
7483	31 OCT 1990	SPECIAL SERVICES	1,333.66
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS
			TOTAL DUE
			CONTINUED

JAN 13 91

GINN, INC. CONSULTING ENGINEERS

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900

DATE: 04 DEC 1990
 CUSTOMER NUMBER: ADD

TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

STATEMENT

INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT	
7483	04 DEC 1990	PAYMENT	1,333.66-	
2508	30 NOV 1990	1990 MISC PAVEMENT IMPRO	5,499.53✓	
7484	31 OCT 1990	1990 MISC PAVEMENT IMPRO	6,479.83	
7484	04 DEC 1990	PAYMENT	6,479.83-	
2512	30 NOV 1990	24" WATER LINE RELOCATE	651.58✓	
7487	31 OCT 1990	24" WATER LINE RELOCATE	2,037.19	
7487	04 DEC 1990	PAYMENT	2,037.19-	
JAN 10 91				
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE
11241.84	0.00	0.00	0.00	11241.84

Invoice Number: 2504

Invoice Date: 30 NOV 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90130

ENGINEERING - ADDISON
TOWN OF ADDISON
MISC. PROJECTS

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR.
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	SENIOR DESIGNER RESEARCH QUORUM DR/ ARAPAHO SIDEWALKS PER ROBIN JONES	0.00	1.00	60.00		60.00	0.00	0.00	0.00	0.00
100	PROJECT ENGINEER STAFF MEETING CREEK SYSTEM	0.00	1.50	80.00		120.00	0.00	0.00	0.00	0.00
601	SURVEYING EXHIBITS FOR SMITH VS TOWN OF ADDION	0.00	552.42	1.05		580.04	0.00	0.00	0.00	0.00

01-191-56570

91

18 91

Invoice Summary

Invoice Totals

Gross	760.04
Retention	0.00
Tax 1	0.00
Tax 2	0.00

Invoice Number: 2516

Invoice Date: 30 NOV 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577
DALLAS, TX 753796577

For Job: 9040B

ADDISON SPECIAL SERVICES
FOR TOWN OF ADDISON

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
601	SURVEYING 4500 BELT LINE RD	0.00	277.50	1.05		291.38	0.00	0.00	0.00	0.00

NOV 1 9 1991

01-171-56570-00000-000

Invoice Summary

NOV 1 9 1991

Invoice Totals

Gross	291.38
Retention	0.00
Tax 1	0.00
Tax 2	0.00

Invoice Date - 30 NOV 1990
 Invoice Number - 2517

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

91

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577
 DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 369 CREEK SYSTEM IMPROVEMENTS - ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	28,764.00	28,764.00 0.00	0.00	28,764.00	100	0.00	0.00
107	CONTRACT ADMIN	4,960.14	4,960.14 0.00	0.00	4,960.14	100	0.00	0.00
108	INSPECTION FEES	12,400.34	12,400.34 0.00	0.00	12,400.34	100	0.00	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	6,201.25	6,201.25 0.00	0.00	6,201.25	100	0.00	0.00
280	SPECIAL PROJECTS	12,566.25	12,566.25 0.00	0.00	12,566.25	100	0.00	0.00
285	CO # 4 GABION R WALL	2,197.00	2,197.00 0.00	0.00	2,197.00	100	0.00	0.00
315	ADMIN BEYOND COMP	17,127.25	17,067.25 60.00	0.00	17,127.25	100	0.00	0.00
330	INSPECT BEYOND COMP	2,025.00	2,025.00 0.00	0.00	2,025.00	100	0.00	0.00
601	SURVEYING	17,318.33	17,318.33 0.00	0.00	17,318.33	100	0.00	0.00
603	ELECTRICAL CONSULT	766.50	766.50 0.00	0.00	766.50	100	0.00	0.00
605	BID ADVERTISEMENT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	8,527.56	8,527.56 0.00	0.00	8,527.56	100	0.00	0.00
609	OTHER CONSULTANT	10,641.68	10,641.68 0.00	0.00	10,641.68	100	0.00	0.00
610	ABSTRACT/TITLE	187.01	187.01 0.00	0.00	187.01	100	0.00	0.00
611	HYDRAULIC ENGINEER	117.59	117.59 0.00	0.00	117.59	100	0.00	0.00
650	PRINTING	1,056.28	1,056.28 0.00	0.00	1,056.28	100	0.00	0.00
651	COURIER	15.76	15.76 0.00	0.00	15.76	100	0.00	0.00

JAN 18 91

Final Total 124,871.94 124,811.94 60.00 0.00 124,871.94 100 0.00 0.00

42-000-56570-00190-000

Invoice Date - 30 NOV 1990
Invoice Number - 2517

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 369 CREEK SYSTEM IMPROVEMENTS - ADDISON

DESIGN, CONST. & INSPECT FOR CHANNEL IMP
WATER RECIRCULATIONS

CONTRACT AMT \$413,344.60
DESIGN FEE \$33,067.57
INSPECTION FEE @ 3.0 % \$ 12,400.34

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	124,871.94
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	124,871.94
TOTAL COMPLETED AND STORED TO DATE	124,871.94
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	124,871.94
LESS PREVIOUS CERTIFICATES FOR PAYMENT	124,811.94
CURRENT PAYMENT DUE	60.00
BALANCE TO FINISH, PLUS RETAINAGE	0.00

JAN 1 1991

Invoice Date - 30 NOV 1990
 Invoice Number - 2522

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577
 DALLAS TX 753796577

16

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	27,706.00	27,706.00 0.00	0.00	27,706.00	100	0.00	0.00
107	CONTRACT ADMIN	4,889.00	1,320.03 635.57	0.00	1,955.60	40	2,933.40	0.00
108	INSPECTION FEES	12,223.00	3,300.21 1,588.99	0.00	4,889.20	40	7,333.80	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	2,507.50	2,057.50 450.00	0.00	2,507.50	100	0.00	0.00
601	SURVEYING	8,742.00	8,742.00 0.00	0.00	8,742.00	100	0.00	0.00
602	TRAFFIC CONSULT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
603	ELECTRICAL CONSULT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
604	GEOTECHNICAL INVEST	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
605	BID ADVERTISEMENT	189.00	189.00 0.00	0.00	189.00	100	0.00	0.00
606	STRUCTURAL ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
607	ARCHITECT ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
609	OTHER CONSULTANT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
610	ABSTRACT/TITLE	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
650	PRINTING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
651	COURIER	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
660	SPECIAL SERVICES/ROW	743.93	743.93 0.00	0.00	743.93	100	0.00	0.00

JAN 18 91

Final Total 57,000.43 44,058.67 2,674.56 0.00 46,733.23 82 10,267.20 0.00

~~45-000-56570-00330~~

41-000-56570-00330

Invoice Date - 30 NOV 1990
Invoice Number - 2522

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

TOWN OF ADDISON
DESIGN OF MILDRED ST--ADDISON RD TO
QUORUM DRIVE
CONTRACT AMOUNT \$407,431.55
DESIGN & ADMIN 32,595.00
INSPECTION 12,223.00

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	57,000.43
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	57,000.43
TOTAL COMPLETED AND STORED TO DATE	46,733.23
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	46,733.23
LESS PREVIOUS CERTIFICATES FOR PAYMENT	44,058.67
CURRENT PAYMENT DUE	2,674.56
BALANCE TO FINISH, PLUS RETAINAGE	10,267.20

Invoice Date - 30 NOV 1990
 Invoice Number - 2523

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577
 DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 443 SANITARY SEWER IMPROVEMENTS

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	12,426.00	12,426.00 0.00	0.00	12,426.00	100	0.00	0.00
107	CONTRACT ADMIN	2,193.00	1,820.19 372.81	0.00	2,193.00	100	0.00	0.00
108	INSPECTION FEES	5,482.00	4,550.06 931.94	0.00	5,482.00	100	0.00	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
601	SURVEYING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
602	TRAFFIC CONSULT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
603	ELECTRICAL CONSULT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
604	GEOTECHNICAL INVEST	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
605	BID ADVERTISEMENT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
606	STRUCTURAL ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
607	ARCHITECT ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
609	OTHER CONSULTANT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
610	ABSTRACT/TITLE	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
650	PRINTING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
651	COURIER	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00

JAN 18 91

91

Final Total 20,101.00 18,796.25 1,304.75 0.00 20,101.00 100 0.00 0.00

62-000-56970-00390-000

Invoice Date - 30 NOV 1990
Invoice Number - 2523

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 443 SANITARY SEWER IMPROVEMENTS

TOWN OF ADDISON
DESIGN OF SANITARY SEWER IMPROVEMENTS
FOR "OLD TOWN" AREA OF ADDISON, MILDRED/
JULIAN/BROADWAY/RAILROAD/BU DRUM AREA
ACTUAL CONTRACT AMOUNT: \$182,740.00

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	20,101.00
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	20,101.00
TOTAL COMPLETED AND STORED TO DATE	20,101.00
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	20,101.00
LESS PREVIOUS CERTIFICATES FOR PAYMENT	18,796.25
CURRENT PAYMENT DUE	1,304.75
BALANCE TO FINISH, PLUS RETAINAGE	0.00

Invoice Number: 2508

Invoice Date: 30 NOV 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90433

1990 MISCELLANEOUS PAVEMENT IMPROV
TOWN OF ADDISON
PREPARATION OF CONTRACT DOCUMENTS FOR
1990 MISCELLANEOUS PAVEMENT AND DRAINAGE
IMPROVEMENTS IN THE TOWN OF ADDISON
CONSTRUCTION ADMIN/INSPECTION OF 1990
MISCELLANEOUS PAVEMENT IMPROV

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	---- RETENTION ---- AMOUNT PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	PRINCIPAL ENGINEER	0.00	2.00	100.00		200.00	0.00 0.00	0.00	0.00
100	SENIOR DESIGNER	0.00	28.25	60.00		1,695.00	0.00 0.00	0.00	0.00
100	SENIOR ENGINEER	0.00	2.00	80.00		160.00	0.00 0.00	0.00	0.00
102	INSPECTOR	0.00	60.00	40.00		2,400.00	0.00 0.00	0.00	0.00
103	SECRETARY	0.00	1.75	35.00		61.25	0.00 0.00	0.00	0.00
604	GEO TECHNICAL INVEST	0.00	935.50	1.05		982.28	0.00 0.00	0.00	0.00
650	PRINTING	0.00	0.95	1.05		1.00	0.00 0.00	0.00	0.00

NOV 12 1991

41-000-56570-00340-000

NOV 18 1991

Invoice Summary

Invoice Totals

Gross	5,499.53
Retention	0.00
Tax 1	0.00
Tax 2	0.00

Invoice Number: 2512

Invoice Date: 30 NOV 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90442

24" WATER LINE RELOCATION-ELEV TANK
DESIGN OF RELOCATION OF 24" WATER LINE
IN VICINITY OF ELEVATED TANK, ADDISON
CONFERENCE/THEATER CENTER
CONSTRUCTION ADMINISTRATION AND
INSPECTION OF PROJECT

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	RETENTION PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	SENIOR DESIGNER	0.00	6.00	60.00		360.00	0.00	0.00	0.00	0.00
102	INSPECTOR	0.00	2.75	40.00		110.00	0.00	0.00	0.00	0.00
103	SECRETARY	0.00	1.00	35.00		35.00	0.00	0.00	0.00	0.00
606	STRUCTURAL ENGR	0.00	138.00	1.05		144.90	0.00	0.00	0.00	0.00
650	PRINTING	0.00	1.60	1.05		1.68	0.00	0.00	0.00	0.00

75.4 *Director @ 40* 491.29 45-000-56570-00330-000
 24.6 *Dr/2 @ 40* 160.29 62-000-56570-00330-000
651.58

JAN 1 1991

JAN 1 1991

Invoice Summary

Invoice Totals

Gross	651.58
Retention	0.00
Tax 1	0.00
Tax 2	0.00



P.O. BOX 144 • 5350 BELT LINE RD.
ADDISON, TEXAS 75001

NCNB TEXAS
WICHITA FALLS, TX 301

NO. 016217

DATE 10/26/90

CHECK NO. 016217

AMOUNT

TWENTY-NINE-THOUSAND SIX-HUNDRED SEVEN DOLLARS AND 81 CENTS *****29,607.81

PAY TO THE ORDER OF

GINN, INC
17103 PRESTON RD
SUITE 100 LOCK BOX 118
DALLAS, TX 75248

TOWN OF ADDISON

VOID AFTER 60 DAYS

NON-NEGOTIABLE

⑈016217⑈ ⑆111901302⑆ ⑈1254842731⑈

016217

NO. 016217

001035 GINN, INC

INVOICE DATE	INVOICE NUMBER	ACCOUNT NUMBER	GROSS	DISCOUNT	NET AMOUNT
09/30/90	2484,2462	41-000-56570-00340-000	11,686.91	0.00	11,686.91
09/30/90	2483,2459	01-171-56570-00000-000	281.69	0.00	281.69
09/30/90	2479	01-171-56570-00000-000	300.00	0.00	300.00
09/30/90	2470, 2491 ②	41-000-56570-00390-000	3,832.75	0.00	3,832.75
09/30/90	2488, 2467 ③	45-000-56570-00330-000	3,666.66	0.00	3,666.66
09/30/90	2497, 2491 ①	45-000-56570-00330-000	7,643.50	0.00	7,643.50
09/30/90	2459, 2479	51-711-56570-00000-000	2,196.30	0.00	2,196.30

③ see JV 9-30-90 to allocate 24.6% to W/S CPF

① 337.50 S/B Creek System 42-000-56570-00190

② 1223.00 S/B Creek System 42-000-56570-00190 } see JV 9/30/90

④ see JV 9/30/90 to correct rec'd amt # 2491 + 2497

29,607.8 0.00 29,607.81

GINN, INC. CONSULTING ENGINEERS

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900

DATE

CUSTOMER NUMBER

30 SEP 1990 ADD

TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

STATEMENT

INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT	
2470 ✓	31 AUG 1990	CREEK SYSTEM IMPROVEMENT	1,223.00	
2491 ✓	30 SEP 1990	CREEK SYSTEM IMPROV	337.50	
2497 ✓	30 SEP 1990	MILDRED STREET IMPROV	7,306.00	
2491 ✓	30 SEP 1990	SANITARY SEWER IMPROVE	2,609.75	
2459 ✓	31 AUG 1990	ENGINEERING	1,101.69	
2479 ✓	30 SEP 1990	ENGINEERING	1,616.30	
2483 ✓	30 SEP 1990	SPECIAL SERVICES	60.00	
2462 ✓	31 AUG 1990	1990 MISC PAVEMENT IMPRO	4,172.53	
2484 ✓	30 SEP 1990	1990 MISC PAVEMENT IMPRO	7,514.38	
2467	31 AUG 1990	24" WATER LINE RELOCATIO	1,298.32	
2488	30 SEP 1990	24" WATER LINE RELOCAT	2,368.34	
<div style="display: flex; justify-content: space-between; margin-top: 10px;"> 09/30/90 001 </div>				
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE
29607.81	0.00	0.00	0.00	29607.81

10-24

TOWN OF ADDISON PAYMENT AUTHORIZATION MEMO

DATE 10 | 17 | 90

CLAIM # _____

CHECK AMOUNT \$ _____

Vendor No. 001035

Vendor Name GINN, INC

Address _____

Address _____

Address _____

Zip Code _____

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
9167 2484, 2462 9-30-90	41	000	56570	00340	000	11,486.91
9168 2483, 2459	01	171	56570	00000	000	281.69
9169 2479	01	171	56570	00000	000	300.00
9170 2470, 2491	41	000	56570	00390	000	3,832.75
9171 2488, 2467	45	000	56570	00330	000	3,666.66
9172 2497, 2491	45	000	56570	00330	000	7,643.50
9173 2459, 2479	61	711	56570	00000	000	2,196.39
					TOTAL	\$ 29,607.81

EXPLANATION Engineering fees for month of Sept
Aug & Sept

Greg D...
AUTHORIZED SIGNATURE

[Signature]
FINANCE

Invoice Number: 2484

Invoice Date: 30 SEP 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577
DALLAS, TX 753796577

For Job: 90433

1990 MISCELLANEOUS PAVEMENT IMPROV
TOWN OF ADDISON
PREPARATION OF CONTRACT DOCUMENTS FOR
1990 MISCELLANEOUS PAVEMENT AND DRAINAGE
IMPROVEMENTS IN THE TOWN OF ADDISON
CONSTRUCTION ADMIN/INSPECTION OF 1990
MISCELLANEOUS PAVEMENT IMPROV

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	---- RETENTION ---- AMOUNT PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	SENIOR DESIGNER	0.00	35.50	60.00		2,130.00	0.00 0.00	0.00	0.00
102	INSPECTOR	0.00	55.25	40.00		2,210.00	0.00 0.00	0.00	0.00
103	SECRETARY	0.00	2.00	35.00		70.00	0.00 0.00	0.00	0.00
604	GEO TECHNICAL INVEST	0.00	2,949.00	1.05		3,096.45	0.00 0.00	0.00	0.00
650	PRINTING	0.00	7.55	1.05		7.93	0.00 0.00	0.00	0.00

OCT 30 90

OCT 1 8

Invoice Summary

Invoice Totals

Gross	7,514.38
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	7,514.38

41-000-56570-00340-000

Invoice Number: 2462

Invoice Date: 31 AUG 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90433

1990 MISCELLANEOUS PAVEMENT IMPROV
TOWN OF ADDISON
PREPARATION OF CONTRACT DOCUMENTS FOR
1990 MISCELLANEOUS PAVEMENT AND DRAINAGE
IMPROVEMENTS IN THE TOWN OF ADDISON

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	RETENTION PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	PRINCIPAL ENGINEER CONTRACT ADMIN	0.00	14.50	100.00		1,450.00	0.00	0.00	0.00	0.00
100	SENIOR DESIGNER	0.00	44.00	60.00		2,640.00	0.00	0.00	0.00	0.00
103	SECRETARY	0.00	2.25	35.00		78.75	0.00	0.00	0.00	0.00
650	PRINTING	0.00	3.60	1.05		3.78	0.00	0.00	0.00	0.00

OCT 30 1990

Invoice Summary

OCT 18 1990

Invoice Totals

Gross	4,172.53
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	4,172.53

41-000-56570-00340-000

Invoice Number: 2483

Invoice Date: 30 SEP 1990

Page: 1

From: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577
DALLAS, TX 753796577

For Job: 90408
ADDISON SPECIAL SERVICES
FOR TOWN OF ADDISON

To: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	SENIOR DESIGNER REVIEW PLANS AIRPORT ADDISON AIR TERMINAL	0.00	1.00	60.00		60.00	0.00	0.00	0.00	0.00

OCT 30 1990

Invoice Summary

OCT 18 1990

Invoice Totals	
Gross	60.00
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	60.00

01-171-56570-0000-000

Invoice Number: 2459

Invoice Date: 31 AUG 1990

Page: 1

From: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577
DALLAS, TX 753796577

For Job: 90130
CITY ENGINEERS - ADDISON
TOWN OF ADDISON

To: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	PRINCIPAL ENGINEER GREENHAVEN SEWER CROSSING	0.00	1.00	100.00		100.00	0.00	0.00	0.00	0.00
100	SENIOR DESIGNER RESEARCH SCHOOL FLASHER PER BRUCE ELLIS	0.00	1.00	60.00		60.00	0.00	0.00	0.00	0.00
100	PROJECT ENGINEER STAFF MEETING 4.75 H GREENHAVEN SEWER LINE XING 5 HR	0.00	9.75	80.00		780.00	0.00	0.00	0.00	0.00
103	SECRETARY	0.00	0.25	35.00		8.75	0.00	0.00	0.00	0.00
260	SENIOR DESIGNER RESEARCH ROW AS PER BRUCE ELLIS/MISC INTERSECTIONS	0.00	2.50	60.00		150.00	0.00	0.00	0.00	0.00
650	PRINTING BOUNDARY SURVEY GREENHAVEN APT SEWER	0.00	2.80	1.05		2.94	0.00	0.00	0.00	0.00

01-171-56570 221.69
 61-711-56570 880.00
1,101.69

30.50

Invoice Summary

301 1 & 1

Invoice Totals

Gross	1,101.69
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	1,101.69

61-711-5

01-171-56570-00000-000

Invoice Number: 2479

Invoice Date: 30 SEP 1990

Page: 1

From: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90130
CITY ENGINEER - ADDISON
TOWN OF ADDISON
MISC. PROJECTS

To: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	RETENTION PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	PRINCIPAL ENGINEER GREENHAVEN SEWER	0.00	2.00	100.00		200.00	0.00	0.00	0.00	0.00
100	SENIOR DESIGN RESEARCH/PHONE/CHERY MILAM RE:CREEK SYS PAY APP MARCH 90	0.00	0.50	60.00		30.00	0.00	0.00	0.00	0.00
100	SENIOR DESIGN GREENHAVEN APTS SANITARY SEWER EMERGENCY REPAIR	0.00	2.00	60.00		120.00	0.00	0.00	0.00	0.00
100	SENIOR DESIGN RESEARCH PRINTS OF 4500 BELTLINE SURVEY	0.00	0.50	60.00		30.00	0.00	0.00	0.00	0.00
100	PROJECT ENGINEER GREENHAVEN SEWER CROSSING	0.00	4.50	80.00		360.00	0.00	0.00	0.00	0.00
100	PROJECT ENGINEER STAFF MEETING	0.00	3.00	80.00		240.00	0.00	0.00	0.00	0.00
806	STRUCTURAL ENGR GREENHAVEN SEWER	0.00	599.50	1.05		629.47	0.00	0.00	0.00	0.00
550	PRINTING GREENHAVEN FOR DON PREECE	0.00	6.50	1.05		6.83	0.00	0.00	0.00	0.00

01-171-56570
61-711-56570

300.00
1,316.30
1,616.30

300.00

OCT 18 1990

Invoice Summary

Invoice Totals

Gross	1,616.30
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	1,616.30

01-171-56570 - 00000-000

Invoice Date - 31 AUG 1990
 Invoice Number - 2470

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 369 CREEK SYSTEM IMPROVEMENTS - ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	28,764.00	28,764.00 0.00	0.00	28,764.00	100	0.00	0.00
107	CONTRACT ADMIN	4,960.14	4,960.14 0.00	0.00	4,960.14	100	0.00	0.00
108	INSPECTION FEES	12,400.34	12,400.34 0.00	0.00	12,400.34	100	0.00	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	6,201.25	6,201.25 0.00	0.00	6,201.25	100	0.00	0.00
280	SPECIAL PROJECTS	12,566.25	12,566.25 0.00	0.00	12,566.25	100	0.00	0.00
285	CO # 4 GABION R WALL	2,197.00	2,197.00 0.00	0.00	2,197.00	100	0.00	0.00
315	ADMIN BEYOND COMP	15,119.75	13,959.75 1,160.00	0.00	15,119.75	100	0.00	0.00
330	INSPECT BEYOND COMP	2,025.00	2,025.00 0.00	0.00	2,025.00	100	0.00	0.00
601	SURVEYING	17,318.33	17,318.33 0.00	0.00	17,318.33	100	0.00	0.00
603	ELECTRICAL CONSULT	766.50	703.50 63.00	0.00	766.50	100	0.00	0.00
605	BID ADVERTISEMENT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	8,527.56	8,527.56 0.00	0.00	8,527.56	100	0.00	0.00
609	OTHER CONSULTANT	10,641.68	10,641.68 0.00	0.00	10,641.68	100	0.00	0.00
610	ABSTRACT/TITLE	187.01	187.01 0.00	0.00	187.01	100	0.00	0.00
611	HYDRAULIC ENGINEER	117.59	117.59 0.00	0.00	117.59	100	0.00	0.00
650	PRINTING	1,056.28	1,056.28 0.00	0.00	1,056.28	100	0.00	0.00
651	COURIER	15.76	15.76 0.00	0.00	15.76	100	0.00	0.00
Final Total		122,864.44	121,641.44 1,223.00	0.00	122,864.44	100	0.00	0.00

OCT 30 1990

41-000-56570-00390-000

S/B 42-000-56570-00190

Invoice Date - 31 AUG 1990
Invoice Number - 2470

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 369 CREEK SYSTEM IMPROVEMENTS - ADDISON

DESIGN, CONST. & INSPECT FOR CHANNEL IMP
WATER RECIRCULATIONS
CONTRACT AMT \$413,344.60
DESIGN FEE \$33,067.57
INSPECTION FEE @ 3.0 % \$ 12,400.34

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	122,864.44
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	122,864.44
TOTAL COMPLETED AND STORED TO DATE	122,864.44
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	122,864.44
LESS PREVIOUS CERTIFICATES FOR PAYMENT	121,641.44
CURRENT PAYMENT DUE	1,223.00
BALANCE TO FINISH, PLUS RETAINAGE	0.00

Invoice Date - 30 SEP 1990
 Invoice Number - 2491

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 443 SANITARY SEWER IMPROVEMENTS

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	12,426.00	10,200.00 2,226.00	0.00	12,426.00	100	0.00	0.00
107	CONTRACT ADMIN	2,193.00	0.00 109.65	0.00	109.65	5	2,083.35	0.00
108	INSPECTION FEES	5,482.00	0.00 274.10	0.00	274.10	5	5,207.90	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
601	SURVEYING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
602	TRAFFIC CONSULT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
603	ELECTRICAL CONSULT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
604	GEO TECHNICAL INVEST	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
605	BID ADVERTISEMENT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
606	STRUCTURAL ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
607	ARCHITECT ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
609	OTHER CONSULTANT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
610	ABSTRACT/TITLE	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
650	PRINTING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
651	COURIER	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00

Final Total 20,101.00 10,200.00 2,609.75 0.00 12,809.75 64 7,291.25 0.00

OCT 18 1990

OCT 30 1990

41-000-56570-00390-000

W/S EPF
 See JV 9-30-90

Invoice Date - 30 SEP 1990
Invoice Number - 2491

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 443 SANITARY SEWER IMPROVEMENTS

TOWN OF ADDISON
DESIGN OF SANITARY SEWER IMPROVEMENTS
FOR "OLD TOWN" AREA OF ADDISON, MILDRED/
JULIAN/BROADWAY/RAILROAD/QUORUM AREA
ACTUAL CONTRACT AMOUNT: \$182,740.00

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	20,101.00
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	20,101.00
TOTAL COMPLETED AND STORED TO DATE	12,809.75
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	12,809.75
LESS PREVIOUS CERTIFICATES FOR PAYMENT	10,200.00
CURRENT PAYMENT DUE	2,609.75
BALANCE TO FINISH, PLUS RETAINAGE	7,291.25

Invoice Number: 2488

Invoice Date: 30 SEP 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90442

24" WATER LINE RELOCATION-ELEV TANK
DESIGN OF RELOCATION OF 24" WATER LINE
IN VICINITY OF ELEVATED TANK, ADDISON
CONFERENCE/THEATER CENTER
CONSTRUCTION ADMINISTRATION AND
INSPECTION OF PROJECT

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	SENIOR DESIGNER	0.00	19.50	60.00		1,170.00	0.00	0.00	0.00	0.00
100	SENIOR ENGINEER	0.00	2.00	80.00		160.00	0.00	0.00	0.00	0.00
102	INSPECTOR	0.00	25.50	40.00		1,020.00	0.00	0.00	0.00	0.00
103	SECRETARY	0.00	0.50	35.00		17.50	0.00	0.00	0.00	0.00
650	PRINTING	0.00	0.80	1.05		0.84	0.00	0.00	0.00	0.00

S/B 75.4% - Theater CPF 1785.73
 24.6% w/s CPF 582.61
 2368.34

Invoice Summary

see gv 9/30/90

Invoice Totals

09 3 2 10	Gross	2,368.34
	Retention	0.00
	Tax 1	0.00
	Tax 2	0.00
	Current Amount Due	2,368.34

45-000-56570-00330-000

Invoice Number: 2467

Invoice Date: 31 AUG 1990

Page: 1

From: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577
DALLAS, TX 753796577

For Job: 90442
24" WATER LINE RELOCATION-ELEV TANK
DESIGN OF RELOCATION OF 24" WATER LINE
IN VICINITY OF ELEVATED TANK, ADDISON
CONFERENCE/THEATER CENTER

To: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	RETENTION PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	SENIOR DESIGNER CONTRACT ADMIN	0.00	20.00	60.00		1,200.00	0.00	0.00	0.00	0.00
102	INSPECTOR	0.00	1.25	40.00		50.00	0.00	0.00	0.00	0.00
103	SECRETARY	0.00	1.25	35.00		43.75	0.00	0.00	0.00	0.00
650	PRINTING	0.00	4.35	1.05		4.57	0.00	0.00	0.00	0.00

S/B 75.4% Theater CPF 978.93
 24.6% W/S CPF 319.39

 1298.32

See gv 9/30/90

30 90

Invoice Summary

Invoice Totals

Gross	1,298.32
Retention	0.00
Tax 1	0.00
Tax 2	0.00

Current Amount Due 1,298.32

45-000-56570-00330-000

Invoice Date - 30 SEP 1990
 Invoice Number - 2497

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED PREVIOUS	----- THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	27,706.00	20,400.00	7,306.00	0.00	27,706.00	100	0.00	0.00
107	CONTRACT ADMIN	48.89	0.00	0.00	0.00	0.00	0	48.89	0.00
108	INSPECTION FEES	12,223.00	0.00	0.00	0.00	0.00	0	12,223.00	0.00
109	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	1,907.50	1,907.50	0.00	0.00	1,907.50	100	0.00	0.00
601	SURVEYING	8,742.00	8,742.00	0.00	0.00	8,742.00	100	0.00	0.00
602	TRAFFIC CONSULT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
603	ELECTRICAL CONSULT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
604	GEOTECHNICAL INVEST	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
605	BID ADVERTISEMENT	189.00	189.00	0.00	0.00	189.00	100	0.00	0.00
606	STRUCTURAL ENGR	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
607	ARCHITECT ENGR	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
609	OTHER CONSULTANT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
610	ABSTRACT/TITLE	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
650	PRINTING	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
651	COURIER	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
660	SPECIAL SERVICES/ROW	743.93	743.93	0.00	0.00	743.93	100	0.00	0.00

Final Total 51,560.32 31,982.43 ~~1,386.00~~ 0.00 39,289.43 76 12,271.89 0.00

45-000-56570-00330-000

S/B
 See g/d 9/30/90

Invoice Date - 30 SEP 1990
Invoice Number - 2497

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

TOWN OF ADDISON
DESIGN OF MILDRED ST--ADDISON RD TO
QUORUM DRIVE
CONTRACT AMOUNT \$407,431.55
DESIGN & ADMIN 32,595.00
INSPECTION 12,223.00

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	51,560.32
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	51,560.32
TOTAL COMPLETED AND STORED TO DATE	39,288.43
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	39,288.43
LESS PREVIOUS CERTIFICATES FOR PAYMENT	31,982.43
CURRENT PAYMENT DUE	7,306.00
BALANCE TO FINISH, PLUS RETAINAGE	12,271.89

Invoice Date - 30 SEP 1990
 Invoice Number - 2491

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577
 DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 369 CREEK SYSTEM IMPROVEMENTS - ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	28,764.00	28,764.00 0.00	0.00	28,764.00	100	0.00	0.00
107	CONTRACT ADMIN	4,960.14	4,960.14 0.00	0.00	4,960.14	100	0.00	0.00
108	INSPECTION FEES	12,400.34	12,400.34 0.00	0.00	12,400.34	100	0.00	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	6,201.25	6,201.25 0.00	0.00	6,201.25	100	0.00	0.00
280	SPECIAL PROJECTS	12,566.25	12,566.25 0.00	0.00	12,566.25	100	0.00	0.00
285	CD # 4 GABION R WALL	2,197.00	2,197.00 0.00	0.00	2,197.00	100	0.00	0.00
315	ADMIN BEYOND COMP	15,457.25	15,119.75 337.50	0.00	15,457.25	100	0.00	0.00
330	INSPECT BEYOND COMP	2,025.00	2,025.00 0.00	0.00	2,025.00	100	0.00	0.00
601	SURVEYING	17,318.33	17,318.33 0.00	0.00	17,318.33	100	0.00	0.00
603	ELECTRICAL CONSULT	766.50	766.50 0.00	0.00	766.50	100	0.00	0.00
605	BID ADVERTISEMENT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	8,527.56	8,527.56 0.00	0.00	8,527.56	100	0.00	0.00
609	OTHER CONSULTANT	10,641.68	10,641.68 0.00	0.00	10,641.68	100	0.00	0.00
610	ABSTRACT/TITLE	187.01	187.01 0.00	0.00	187.01	100	0.00	0.00
611	HYDRAULIC ENGINEER	117.59	117.59 0.00	0.00	117.59	100	0.00	0.00
650	PRINTING	1,056.28	1,056.28 0.00	0.00	1,056.28	100	0.00	0.00
651	COURIER	15.76	15.76 0.00	0.00	15.76	100	0.00	0.00
Final Total		123,201.94	122,864.44 337.50	0.00	123,201.94	100	0.00	0.00

45-000-56570-00330-000

S/B 42-000-56570-00190 see GV 9/30/90

Invoice Date - 30 SEP 1990
Invoice Number - 2491

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 369 CREEK SYSTEM IMPROVEMENTS - ADDISON

DESIGN, CONST. & INSPECT FOR CHANNEL IMP
WATER RECIRCULATIONS

CONTRACT AMT \$413,344.60
DESIGN FEE \$33,067.57
INSPECTION FEE @ 3.0 % \$ 12,400.34

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	123,201.94
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	123,201.94
TOTAL COMPLETED AND STORED TO DATE	123,201.94
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	123,201.94
LESS PREVIOUS CERTIFICATES FOR PAYMENT	122,864.44
CURRENT PAYMENT DUE	337.50
BALANCE TO FINISH, PLUS RETAINAGE	0.00



ADDISON

P.O. BOX 144 • 5350 BELT LINE RD.
ADDISON, TEXAS 75001

NONRESIDENT TEXAS
WICHITA FALLS, TX 76701

No. **016738**

DATE **11/29/90**

CHECK NO. **016738**

TWENTY-TWO-THOUSAND SIX-HUNDRED SIXTY-SEVEN DOLLARS AND 42 CENTS *****
*****22,667.42

PAY
TO THE
ORDER
OF

GINN, INC
17103 PRESTON RD
SUITE 100 LOCK BOX 118
DALLAS, TX 75248

TOWN OF ADDISON

VOID
AFTER
60
DAYS

NON-NEGOTIABLE

⑈016738⑈ ⑆111901302⑆ ⑈1254842731⑈

016738

NO. 016738

001035 GINN, INC

INVOICE DATE	INVOICE NUMBER	ACCOUNT NUMBER	GROSS	DISCOUNT	NET AMOUNT
10/31/90	7499,7498	45-000-56570-00330-000	10,756.74	0.00	10,756.74
10/31/90	7487	45-000-56570-00330-000	2,037.19	0.00	2,037.19
10/31/90	7484	41-000-56570-00340-000	6,479.83	0.00	6,479.83
10/31/90	7493	41-000-56570-00390-000	1,610.00	0.00	1,610.00
10/31/90	7483,7480	01-171-56570-00000-000	1,703.66	0.00	1,703.66
10/31/90	7480	61-711-56570-00000-000	80.00	0.00	80.00

*See JV to correct Inv. # 7493/7487/7498/7499
11-30-90*

22,667.42

0.00

22,667.42

11-28

TOWN OF ADDISON PAYMENT AUTHORIZATION MEMO

DATE 11/12/90

CLAIM # _____

CHECK AMOUNT \$ 22,667.42

Vendor No. 1035 ~~UB 180~~

Vendor Name GINN, INC.

Address 17103 Preston Rd.

Address Suite 100 Rock Brg 118

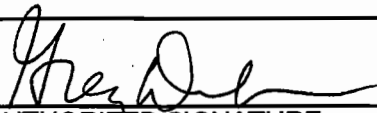
Address Dallas, TX

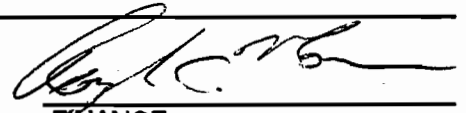
Zip Code 75248

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
2 10039 7499, 7498 10-31-90	45	000	56570	00330	000	10,756.74
10040 7487	45	000	56570	00330	000	2,037.19
10041 7484	41	000	56570	00340	000	6,479.83
10042 7493	41	000	56570	00390	000	1,610.00
10043 7483, 7480	01	171	56570	00000	000	1,703.66
1044 7480	61	711	56570	00000	000	80.00
TOTAL						\$ 22,667.42

EXPLANATION Engineering Services

NOV 15 1990


AUTHORIZED SIGNATURE


FINANCE

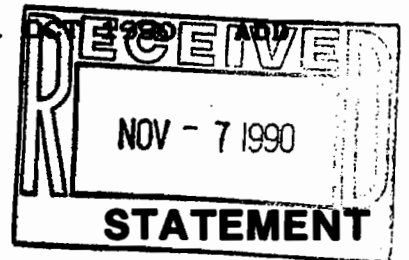
GINN, INC. CONSULTING ENGINEERS

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900

DATE CUSTOMER
NUMBER

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

31



INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT	
2470	31 AUG 1990	CREEK SYSTEM IMPROVEMENT	1,223.00	
2470	31 OCT 1990	PAYMENT	1,223.00-	
2491	30 SEP 1990	CREEK SYSTEM IMPROV	337.50	
2491	31 OCT 1990	PAYMENT	337.50-	
7493	31 OCT 1990	CREEK SYSTEM IMPROV	1,610.00	
2497	30 SEP 1990	MILDRED STREET IMPROV	7,306.00	
2497	31 OCT 1990	PAYMENT	7,306.00-	
7498	31 OCT 1990	MILDRED STREET IMPROV	4,770.24	
2491	30 SEP 1990	SANITARY SEWER IMPROVE	2,609.75	
2491	31 OCT 1990	PAYMENT	2,609.75-	
7499	31 OCT 1990	SANITARY SEWER IMPROV	5,986.50	
2459	31 AUG 1990	ENGINEERING	1,101.69	
2459	31 OCT 1990	PAYMENT	1,101.69-	
2479	30 SEP 1990	ENGINEERING	1,616.30	
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE
			NOV 15 1990	CONTINUED

GINN, INC. CONSULTING ENGINEERS

17103 Preston Road • Suite 100 • LB 118 • Dallas, Texas 75248 • Phone 214/248-4900

DATE CUSTOMER
NUMBER

31 OCT 1990 ADD

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

STATEMENT

INVOICE NO.	DATE	DESCRIPTION	TOTAL AMOUNT	
7487	31 OCT 1990	24" WATER LINE RELOCATE	2,037.19	
	NOV 30 90	NOV 15 90		
CURRENT	OVER 30 DAYS	OVER 60 DAYS	OVER 90 DAYS	TOTAL DUE
22667.42	0.00	0.00	0.00	22667.42

Invoice Date - 31 OCT 1990
 Invoice Number - 7499

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 443 SANITARY SEWER IMPROVEMENTS

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	12,426.00	12,426.00 0.00	0.00	12,426.00	100	0.00	0.00
107	CONTRACT ADMIN	2,193.00	109.65 1,710.54	0.00	1,820.19	83	372.81	0.00
108	INSPECTION FEES	5,482.00	274.10 4,275.96	0.00	4,550.06	83	931.94	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
601	SURVEYING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
602	TRAFFIC CONSULT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
603	ELECTRICAL CONSULT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
604	GEOTECHNICAL INVEST	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
605	BID ADVERTISEMENT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
606	STRUCTURAL ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
607	ARCHITECT ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
609	OTHER CONSULTANT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
610	ABSTRACT/TITLE	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
650	PRINTING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
651	COURIER	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00

Final Total 20,101.00 12,809.75 5,986.50 0.00 18,796.25 94 1,304.75 0.00

45-000-56570 -00 330-000

NOV 9 5 1990

W/S CPF Muldaed Rd
 100 01 11-30-90 Prof

Invoice Date - 31 OCT 1990
Invoice Number - 7499

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 443 SANITARY SEWER IMPROVEMENTS

TOWN OF ADDISON
DESIGN OF SANITARY SEWER IMPROVEMENTS
FOR "OLD TOWN" AREA OF ADDISON, MILDRED/
JULIAN/BROADWAY/RAILROAD/BUORUM AREA
ACTUAL CONTRACT AMOUNT: \$182,740.00

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	20,101.00
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	20,101.00
TOTAL COMPLETED AND STORED TO DATE	18,796.25
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	18,796.25
LESS PREVIOUS CERTIFICATES FOR PAYMENT	12,809.75
CURRENT PAYMENT DUE	5,986.50
BALANCE TO FINISH, PLUS RETAINAGE	1,304.75

Invoice Date - 31 OCT 1990
 Invoice Number - 7498

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

DALLAS TX 753796577

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED PREVIOUS	----- THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	27,706.00	27,706.00	0.00	0.00	27,706.00	100	0.00	0.00
107	CONTRACT ADMIN	4,889.00	0.00	1,320.03	0.00	1,320.03	27	3,568.97	0.00
108	INSPECTION FEES	12,223.00	0.00	3,300.21	0.00	3,300.21	27	8,922.79	0.00
109	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	2,057.50	1,907.50	150.00	0.00	2,057.50	100	0.00	0.00
601	SURVEYING	8,742.00	8,742.00	0.00	0.00	8,742.00	100	0.00	0.00
602	TRAFFIC CONSULT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
603	ELECTRICAL CONSULT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
604	GEOTECHNICAL INVEST	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
605	BID ADVERTISEMENT	189.00	189.00	0.00	0.00	189.00	100	0.00	0.00
606	STRUCTURAL ENGR	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
607	ARCHITECT ENGR	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
609	OTHER CONSULTANT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
610	ABSTRACT/TITLE	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
650	PRINTING	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
651	COURIER	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
660	SPECIAL SERVICES/ROW	743.93	743.93	0.00	0.00	743.93	100	0.00	0.00

PAID
 NOV 30 1990

NOV 1 5 1990

Final Total 56,550.43 39,288.43 4,770.24 0.00 44,058.67 78 12,491.76 0.00

45-000-56570-00330-000

Streets CPF

Invoice Date - 31 OCT 1990
Invoice Number - 7498

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

TOWN OF ADDISON
DESIGN OF MILDRED ST--ADDISON RD TO
QUORUM DRIVE
CONTRACT AMOUNT \$407,431.55
DESIGN & ADMIN 32,595.00
INSPECTION 12,223.00

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	56,550.43
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	56,550.43
TOTAL COMPLETED AND STORED TO DATE	44,058.67
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	44,058.67
LESS PREVIOUS CERTIFICATES FOR PAYMENT	39,288.43
CURRENT PAYMENT DUE	4,770.24
BALANCE TO FINISH, PLUS RETAINAGE	12,491.76

Invoice Number: 7487

Invoice Date: 31 OCT 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90442

24" WATER LINE RELOCATION-ELEV TANK
DESIGN OF RELOCATION OF 24" WATER LINE
IN VICINITY OF ELEVATED TANK, ADDISON
CONFERENCE/THEATER CENTER
CONSTRUCTION ADMINISTRATION AND
INSPECTION OF PROJECT

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	RETENTION PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	SENIOR DESIGNER CONTRACT ADMIN	0.00	17.00	60.00		1,020.00	0.00	0.00	0.00	0.00
100	SENIOR ENGINEER CONTRACT ADMIN	0.00	3.00	80.00		240.00	0.00	0.00	0.00	0.00
102	INSPECTOR	0.00	17.25	40.00		690.00	0.00	0.00	0.00	0.00
103	SECRETARY	0.00	0.75	35.00		26.25	0.00	0.00	0.00	0.00
260	SENIOR DESIGNER RIGHT-OF-WAY	0.00	1.00	60.00		60.00	0.00	0.00	0.00	0.00
650	PRINTING	0.00	0.90	1.05		0.94	0.00	0.00	0.00	0.00

75.4 to Theater CPF 1536.04
 24.6 to w/s CPF 501.15
 See JV 11-30-90 2037.19

NOV 15 1990

45-000-56570-00330-000

Invoice Summary

NOV 30 1990

Invoice Totals

Gross	2,037.19
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	2,037.19

Invoice Number: 7484

Invoice Date: 31 OCT 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90433

1990 MISCELLANEOUS PAVEMENT IMPROV
TOWN OF ADDISON
PREPARATION OF CONTRACT DOCUMENTS FOR
1990 MISCELLANEOUS PAVEMENT AND DRAINAGE
IMPROVEMENTS IN THE TOWN OF ADDISON
CONSTRUCTION ADMIN/INSPECTION OF 1990
MISCELLANEOUS PAVEMENT IMPROV

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	RETENTION PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	PRINCIPAL ENGINEER	0.00	10.00	100.00		1,000.00	0.00	0.00	0.00	0.00
100	SENIOR DESIGNER	0.00	27.00	60.00		1,620.00	0.00	0.00	0.00	0.00
102	INSPECTOR	0.00	85.75	40.00		3,430.00	0.00	0.00	0.00	0.00
103	SECRETARY	0.00	0.50	35.00		17.50	0.00	0.00	0.00	0.00
604	GEO TECHNICAL INVEST	0.00	392.00	1.05		411.60	0.00	0.00	0.00	0.00
650	PRINTING	0.00	0.70	1.05		0.73	0.00	0.00	0.00	0.00

NOV 15 1990

41-000-56570-00340-000

Invoice Summary

NOV 30 1990

Invoice Totals

Gross	6,479.83
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	6,479.83

Invoice Date - 31 OCT 1990
 Invoice Number - 7493

GINN INC. CONSULTING ENGINEERS
 I N V O I C E

FROM: GINN INC. CONSULTING ENGINEERS
 POST OFFICE BOX 796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

DALLAS TX 753796577

FOR: JOB 369 CREEK SYSTEM IMPROVEMENTS - ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED PREVIOUS	----- THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	28,764.00	28,764.00	0.00	0.00	28,764.00	100	0.00	0.00
107	CONTRACT ADMIN	4,960.14	4,960.14	0.00	0.00	4,960.14	100	0.00	0.00
108	INSPECTION FEES	12,400.34	12,400.34	0.00	0.00	12,400.34	100	0.00	0.00
109	OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	6,201.25	6,201.25	0.00	0.00	6,201.25	100	0.00	0.00
280	SPECIAL PROJECTS	12,566.25	12,566.25	0.00	0.00	12,566.25	100	0.00	0.00
285	CO # 4 GABION R WALL	2,197.00	2,197.00	0.00	0.00	2,197.00	100	0.00	0.00
315	ADMIN BEYOND COMP	17,067.25	15,457.25	1,610.00	0.00	17,067.25	100	0.00	0.00
330	INSPECT BEYOND COMP	2,025.00	2,025.00	0.00	0.00	2,025.00	100	0.00	0.00
601	SURVEYING	17,318.33	17,318.33	0.00	0.00	17,318.33	100	0.00	0.00
603	ELECTRICAL CONSULT	766.50	766.50	0.00	0.00	766.50	100	0.00	0.00
605	BID ADVERTISEMENT	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	8,527.56	8,527.56	0.00	0.00	8,527.56	100	0.00	0.00
609	OTHER CONSULTANT	10,641.68	10,641.68	0.00	0.00	10,641.68	100	0.00	0.00
610	ABSTRACT/TITLE	187.01	187.01	0.00	0.00	187.01	100	0.00	0.00
611	HYDRAULIC ENGINEER	117.59	117.59	0.00	0.00	117.59	100	0.00	0.00
650	PRINTING	1,056.28	1,056.28	0.00	0.00	1,056.28	100	0.00	0.00
651	COURIER	15.76	15.76	0.00	0.00	15.76	100	0.00	0.00

Final Total 124,811.94 123,201.94 1,610.00 0.00 124,811.94 100 0.00 0.00

NOV 30 1990

41-000-56570-00390-000

S/B Parks 42-000-56570-00190

Invoice Date - 31 OCT 1990
Invoice Number - 7493

GINN INC. CONSULTING ENGINEERS
I N V O I C E

Page 2

FROM: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 369 CREEK SYSTEM IMPROVEMENTS - ADDISON

DESIGN, CONST. & INSPECT FOR CHANNEL IMP
WATER RECIRCULATIONS

CONTRACT AMT \$413,344.60

DESIGN FEE \$33,067.57

INSPECTION FEE @ 3.0 % \$ 12,400.34

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	124,811.94
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	124,811.94
TOTAL COMPLETED AND STORED TO DATE	124,811.94
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	124,811.94
LESS PREVIOUS CERTIFICATES FOR PAYMENT	123,201.94
CURRENT PAYMENT DUE	1,610.00
BALANCE TO FINISH, PLUS RETAINAGE	0.00

Invoice Number: 7483

Invoice Date: 31 OCT 1990

Page: 1

From:

GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577

DALLAS, TX 753796577

For Job: 90408

ADDISON SPECIAL SERVICES
FOR TOWN OF ADDISON

To:

TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
601	SURVEYING FILING PLAT FOR 4500 BELTLINE AS REQUSTE BY CARMEN MORAN	0.00	1,270.15	1.05		1,333.66	0.00	0.00	0.00	0.00

NOV 15 1990

01-171-56570-0000-000

Invoice Summary

NOV 30 90

Invoice Totals

Gross	1,333.66
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	1,333.66

Invoice Number: 7480

Invoice Date: 31 OCT 1990

Page: 1

From: GINN INC. CONSULTING ENGINEERS
POST OFFICE BOX 796577
DALLAS, TX 753796577

For Job: 90130
ENGINEERING - ADDISON
TOWN OF ADDISON
MISC. PROJECTS

To: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON, TX 75001

PHASE	DESCRIPTION	CONTRACT AMOUNT	QUANTITY	RATE	UNIT	GROSS AMOUNT	RETENTION AMOUNT	RETENTION PCT	TAX 1 AMOUNT	TAX 2 AMOUNT
100	SENIOR DESIGNER MTING/PHONE CALLS W/ C MORAN RE: CARROLL/ ADD BOUNDARY	0.00	0.50	60.00		30.00	0.00	0.00	0.00	0.00
100	SENIOR ENGINEER COORDINATION ISSUES WITH THEATRE CENTRE	0.00	2.25	80.00		180.00	0.00	0.00	0.00	0.00
100	PROJECT ENGINEER STAFF MEETINGS	0.00	2.00	80.00		160.00	0.00	0.00	0.00	0.00
100	PROJECT ENGINEER GREENHAVEN APT SEWER	0.00	1.00	80.00		80.00	0.00	0.00	0.00	0.00

01-171-56570 370.00
61-711-56570 80.00

NOV 15 1990

Invoice Summary

NOV 30 1990

Invoice Totals	
Gross	450.00
Retention	0.00
Tax 1	0.00
Tax 2	0.00
Current Amount Due	450.00

GINN, INC.

CONSULTING ENGINEERS

May 26, 1992

JUN 01 92

Honorable Mayor Lynn Spruill
Town of Addison
5300 Belt Line Road
P.O. Box 144
Addison, Texas 75001-0144

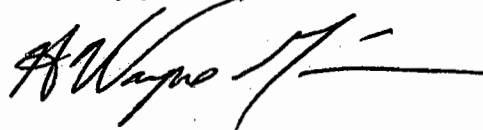
Dear Mayor Spruill:

During the past 20 years, we have looked with pride to the various projects which we have designed for the Town of Addison.

Now it gives me great pleasure to inform you that we won the 1991 "Award of Excellence" from the Portland Cement Association for the 6 Million Gallon Reservoir on Celestial Drive. It is my understanding that an article will soon be published in the Public Works Magazine regarding this national award.

Under separate cover, I am forwarding the plaque presented to the Town of Addison. We would appreciate it being displayed in a place of prominence.

Sincerely yours,

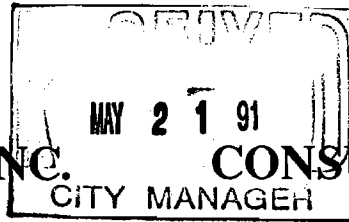


H. Wayne Ginn, P.E.

HWG:sb

cc: Council Members
Ron Whitehead
Don Preece
File

R. Whitehead



GINN & CASE, INC. CONSULTING ENGINEERS

May 20, 1991

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, Texas 75001

Re: Mildred Street Improvements

Dear Mr. Baumgartner:

Work for the above referenced project has been completed and inspected by representatives of Ginn & Case, Inc. and the Town of Addison. The work was found to be in general conformance with the contract documents. The original contract completion date was January 29, 1991. The project was substantially complete on April 4, 1991.

Enclosed are three (3) copies of Application for Payment No. 6 (FINAL) in the amount of \$94,396.10 from Centerline Constructors, Inc. representing work performed on the project through completion, including: the final change order reflecting overruns and underruns of the estimated quantities; and, request for previously held retainage. We have reviewed the application and recommend that payment in full be made at this time and that the City Council formally accept the project and begin the one year warranty period.

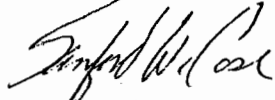
Also enclosed are the project close-out submittals and other items of correspondence and project supporting documents for your information and use in making the decision to accept the project and make final payment. The submittal includes: 1) Executive Summary; 2) Summary of Change Orders; 3) Final recap of construction costs; 4) Contractor's Affidavit of debts and claims; 5) letter of warranty; 6) Consent of Surety Company to final payment; 7) Record Drawings for the project - mylar reproducibles and two blue line prints, under separate cover.

If appropriate, please place this item on the next Council Consent Agenda to serve as public notice that FINAL PAYMENT, in accordance with the Contract Documents, in the amount of \$94,396.10 will be made to Centerline Constructors, Inc. for the construction of the Mildred Street Improvements project. The contract requirements have been completed, all documents are in order, and the project is ready for acceptance by the Town of Addison.

May 20, 1991
Mr. John Baumgartner, P.E.
Page 2

Should you require any further information, please contact our office.

Sincerely,



Sanford W. Case, P.E.

SWC/GF/dsp

enclosures

cc: Ron Whitehead, City Manager
Slade Strickland
Robin Jones
Don Preece
Larry McCallum
Centerline Constructors, Inc.
Gabe Favre
File 439

EXECUTIVE SUMMARY
MILDRED STREET IMPROVEMENTS
TOWN OF ADDISON, TEXAS

1. The project was advertised July 26 and August 7, 1990. Bids were opened on August 14, 1990. Seven bids were received and ranged from a low of \$590,171.55 to a high of \$679,781.00.
2. On August 28, 1990, the City Council awarded a unit price contract to Centerline Constructors, Inc., Ft. Worth, Texas, in the amount of \$590,171.55 for all the work as proposed.
3. A pre-construction conference was held on September 21, 1990. Notice to proceed was given as on or before October 1, 1990. Contract time was 120 calendar days. Contract completion date was January 29, 1991. Liquidated damages were set at \$500.00 per day.
4. Some of the initial delays which occurred were obtaining the OPUBCO easement parallel to the railroad. This prevented the contractor from doing work in this area at the beginning of the project. We denied, at the beginning of the project, a request to close down Mildred Street from Addison to Julian. The contractor requested this to expedite the completion of the project. It was denied due to the fact that the theater center was having plays at the time and the theater contractor had to utilize Mildred Street for access.
5. A delay occurred early in the project due to the necessary fabrication of the 24" waterline material by Gifford-Hill. This work could not be performed until the pipe was uncovered and accurate measurements were taken.

6. Due to either rain or poor working conditions, the contractor was unable to work the following days:
Oct. 3, Oct. 9, Oct. 31, Nov. 8, Nov. 21, Nov. 26, Nov. 27, Nov. 28, Nov. 29, Dec. 11, Dec. 17. From approximately December 18, 1990 to January 15, 1991, very little work was completed due to the inclement weather.
7. On February 4, 1991, we notified the contractor that the contract completion date of January 29, 1991 had passed.
8. The contractor requested a final walk-through on April 4, 1991. On April 5, 1991, a punch list of items to be completed or corrected was prepared and presented to the contractor. Additionally, a Certificate of Substantial Completion as of April 4, 1991 was prepared.
9. As of April 15, 1991, all items of the punch list had been addressed to the satisfaction of the Town of Addison and Ginn & Case, Inc. representatives.
10. When the weather permitted, the contractor prosecuted the work in a timely manner, in our opinion. Based on the knowledge we have of the project, we would not recommend assessing liquidated damages. We feel that the contractor has done an admirable job on the project.
11. Due to a minimum overrun of quantities, combined with thorough inspections and comprehensive contract administration, the total project contract price, before change orders, is approximately \$1,294.45 less than was bid. Original contract price was \$590,171.55. Contract price prior to change orders is \$588,877.10. The actual final contract price will be \$596,184.60 which includes change orders and field changes.

12. We hereby recommend that the project be accepted and that final payment in the amount of \$94,396.10 be paid in full at this time.

SUMMARY OF CHANGE ORDERS
MILDRED STREET IMPROVEMENTS

CHANGE ORDER NO. 1

Install approximately 1150 LF of 2" PVC conduit for future traffic signal interconnect as requested by Mr. Bruce Ellis.

ADD: \$4,232.50 to contract amount

CHANGE ORDER NO. 2

Install additional 2" thick HMA CP in alley behind Broadway Street from Julian Street to Addison Road, to repair damaged pavement, as approved by Mr. Robin Jones.

Add: \$2,500.00 to contract amount

CHANGE ORDER NO. 3

Cost overruns/underruns for project. (See attached spreadsheet)

Deduct: \$1,294.45 from original contract price

FIELD CHANGE NO. 1:

Provide additional 4" diameter PVC sleeve, under walk, for future irrigation; and, relocate water valve as per Mr. Slade Strickland.

ADD: \$575.00 to contract amount

FINAL RECAP OF CONSTRUCTION COSTS

Original Contract Amount	\$590,171.55
Change Order No. 1 (Add)	4,232.50
Change Order No. 2 (Add)	2,500.00
Change Order No. 3 (Deduct)	1,294.45
Field Change No. 1 (Add)	<u>575.00</u>
TOTAL CONSTRUCTION COSTS	\$596,184.60

CHANGE ORDER

(Instructions on reverse side)

No. Three (3) FINAL

PROJECT: Mildred Street Improvements

DATE OF ISSUANCE: May 20, 1991

OWNER: Town of Addison
 (Name, P.O. Box 144
 Address) Addison, TX 75001

CONTRACTOR: Centerline Constructors, Inc.
 2525 Ridgmar Blvd.
 Fort Worth, TX 76116

OWNER's Project No. _____

ENGINEER: Ginn & Case, Inc.

CONTRACT FOR: Construction of Mildred Street
 from Addison Road to Quorum Drive

ENGINEER's Project No. 439

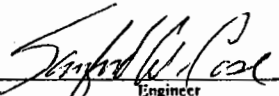
You are directed to make the following changes in the Contract Documents.

Description: Quantity overruns/underruns


Purpose of Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ <u>590,171.55</u>	Original Contract Time <u>120</u> <small>days or date</small>
Previous Change Orders No. <u>1</u> to No. <u>2</u> \$ <u>6,732.50 plus F.C. #1 (\$575.00)</u>	Net change from previous Change Orders <u>-0-</u> <small>days</small>
Contract Price prior to this Change Order \$ <u>597,479.05</u>	Contract Time Prior to this Change Order <u>120</u> <small>days or date</small>
Net increase (decrease) of this Change Order \$ <u>1,294.45</u>	Net Increase (decrease) of this Change Order <u>-0-</u> <small>days</small>
Contract Price with all approved Change Orders \$ <u>596,184.60</u>	Contract Time with all approved Change Orders <u>120</u> <small>days or date</small>

RECOMMENDED:
 by 
Engineer
 Ginn & Case, Inc.
 EJCDC No. 1910-8-B (1983 Edition)

APPROVED:
 by _____
Owner
 Town of Addison

APPROVED:
 by 
Contractor
 Centerline Constructors, Inc.

APPLICATION FOR PAYMENT

REVISED

PAYMENT REQUEST NO. Six (6) FINAL BILLING SHEET 1 OF 4

FOR WORK COMPELTED THROUGH THE DATE OF: April 30, 19 91

PROJECT TITLE: MILDRED STREET IMPROVEMENTS - SANITARY SEWER IMPROVEMENTS

LOCATION: TOWN OF ADDISON, TEXAS

DESCRIPTION: CONSTRUCTION OF MILDRED STREET FROM ADDISON ROAD TO QUOURM DR ALONG WITH STORM SEWER AND SANITARY SEWER INSTALLATION

OWNER/ENGINEER INFORMATION:

OWNER: TOWN OF ADDISON
ADDRESS: P.O. BOX 144
CITY/STATE: ADDISON, TX. 75001
CONTACT PERSON: SLADE STRICKLAND
PHONE NO.: 214-450-2869

ENGINEER: GINN, INC. - ENGINEERS
ADDRESS: 17103 PRESTON RD., #100
CITY/STATE: DALLAS, TX. 75248
CONTACT PERSON: GABE FAVRE
PHONE NO.: 214-248-4900

CONTRACTOR INFORMATION:

CONTRACTOR: CENTERLINE CONSTRUCTORS
ADDRESS: P.O. BOX 11721
CITY/STATE: FT. WORTH, TEXAS 76110
CONTACT PERSON: BARNEY BOYDSTON
PHONE NO.: 817-732-0882

INSURANCE CO: SEABOARD SURETY CO.
ADDRESS: 5750 PINELAND
CITY/STATE: DALLAS, TEXAS

BONDING AGENT: STEVEN B. SIDONS
ADDRESS: 3519 WEST VICKERY BLVD
CITY/STATE: FT. WORTH, TX 76107

CONTRACT NO.: _____ CONTRACT DATE: AUGUST 29, 1990 PROJECT NO. 439-443

TOTAL ORIGINAL CONTRACT AMOUNT: \$ 590,171.55

TOTAL CHANGE ORDERS NOS. 3 - AMOUNT \$ 7307.50

TOTAL CONTRACT AMOUNT TO DATE: \$ 590,171.55 + Change Order #1(\$4232.50) + Change Order #2 (\$2500.00) + Field Change Order #1(\$575.00) = \$597,479.05

NOTICE TO PROCEED DATE: OCTOBER 1, 1990 COMPLETION DATE: 120 CALENDAR DAYS

CONTRACT COMPLETION DATE: JANUARY 29, 1991

PERCENT TIME ELAPSED: _____ 100% PERCENT WORK COMPLETED: _____ 100%

Centerline Constructors, Inc.
 2525 Ridgmar, Suite 321
 Fort Worth, Texas 76116

TO: Town of Addison
 P.O. Box 144
 Addison, TX 75001

187-6 Final
 May 14, 1991
 187
 Mildred Avenue

Item No.	Approx. Quantity	Unit	Item Desc.	Unit Price	Quantity To Date	Total Amount Due
Street Improvements						
100.1	6.55	Stations	Prepare ROW 65'	\$1,300.00	6.55	\$8,515.00
100.2	5.50	Stations	Prepare ROW 80'	\$1,300.00	5.50	\$7,150.00
100.3	0.65	Stations	Prepare ROW 60'	\$1,300.00	0.65	\$845.00
104.1	240	Lin. Ft.	Saw-Cut Full Depth Asphalt or Concrete	\$4.50	240.00	\$1,080.00
104.2	75	Sq. Yds.	Remove Old Concrete or Asphalt Concrete	\$11.00	75.00	\$825.00
110.0	3,500	Cu. Yds.	Roadway Excavation Density Control	\$3.75	3500.00	\$13,125.00
160.0	2,800	Sq. Yds.	Furnish & Place Topsoil incl Rye Grass	\$1.50	2800.00	\$4,200.00
248.0	25	Cu. Yds.	Flex. Base, Type A, Grade 1, Class 3, Compl	\$90.00	21.50	\$1,935.00
260.0	4,500	Sq. Yds.	Lime Treatment for Materials in Place	\$2.30	4500.00	\$10,350.00
262.0	2,650	Sq. Yds.	Lime Treatment for Base Course	\$2.30	2755.00	\$6,336.50
264.0	100	Tons	Hydrated Lime (6% by weight)	\$81.00	100.00	\$8,100.00
340	150	Sq. Yds.	6" Thick Type D HMA CP	\$22.00	130.00	\$2,860.00
360.1	6,000	Sq. Yds.	8" Thick Reinf. Conc. Class C	\$17.95	6102.00	\$109,530.90
360.2	835	Sq. Yds.	6" Thick Reinf. Conc. Class C	\$18.00	760.00	\$13,680.00
360.3	37	Lin. Ft.	Concrete Street Header	\$4.75	37.00	\$175.75
400	1	L.Sum	Trench Safety for Storm Drainage Lines	\$550.00	1.00	\$550.00
464.1	320	Lin. Ft.	18" Reinf. Conc. Pipe C-76	\$37.00	339.00	\$12,543.00
464.2	385	Lin. Ft.	24" Reinf. Conc. Pipe C-76	\$55.00	385.00	\$21,175.00
464.3	530	Lin. Ft.	30" Reinf. Conc. Pipe C-76	\$66.00	548.00	\$36,168.00
470.1	5	Each	10' Standard Curb Inlet	\$3,800.00	5.00	\$19,000.00
470.2	5	Each	10' Modified Curb Inlet	\$4,000.00	5.00	\$20,000.00
479.1	2	Each	Adjust Existing Manhole	\$450.00	2.00	\$900.00
500	1	L.Sum	Mobilization	\$30,000.00	100.00*	\$30,000.00
530.1	2,100	Lin. Ft.	Concrete Curb and Gutter	\$1.35	2097.00	\$2,830.95
530.2	730	Sq. Yds.	Concrete Sidewalk 4" THick	\$21.15	688.00	\$14,551.20
530.3	140	Sq. Yds.	Concrete Driveways 6" Thick	\$20.50	142.00	\$2,911.00
530.4	840	Sq. Yds.	Brick Pavers	\$35.00	760.00	\$26,600.00
582.1	1	Each	Adjust Existing Water Valve	\$75.00	1.00	\$75.00
582.2	1	Each	Relocate Existing Water Meter	\$350.00	1.00	\$350.00
582.3	80	Lin. Ft.	Lower 24" PCCP Water Line	\$265.00	80.00	\$21,200.00
618.1	425	Lin. Ft.	2 3/4" Electrical Conduit	\$5.50	433.00	\$2,381.50
618.2	40	Lin. Ft.	2" Irrigation Conduit	\$7.00	40.00	\$280.00
666.0	1	L.Sum	Pvmt Markings - 24" Stop Bars Etc.	\$3,700.00	1.00	\$3,700.00
676.1	108	Each	Traffic Buttons P-7W Single Refl. White	\$3.00	108.00	\$324.00
676.2	108	Each	Traffic Buttons P-15 W Double Refl White	\$4.70	108.00	\$507.60
676.3	152	Each	Traffic Buttons P-117Y Double Refl Yellow	\$6.10	152.00	\$927.20
Total Amount Bid: (Street Improvements)						\$405,682.60

Sanitary Sewer Improvements

465.1	570	Lin. Ft. 8" Diameter PVC Dr 35 (8'-10' Deep) San Sewer	\$33.00	530.00	\$17,490.00
465.2	1,240	Lin. Ft. 8" Dia. PVC Dr 35 (10'-12' Deep) San Sewer	\$38.00	1280.00	\$48,640.00
465.3	1,070	Lin. Ft. 12" Diam. PVC DR 35 (6'-8' Deep) San Sewer	\$28.00	1051.00	\$29,428.00
465.4	485	Lin. Ft. 12" Diam. PVC DR 35 (8'-10' Deep) San Sewer	\$31.00	394.00	\$12,214.00
465.5	650	Lin. Ft. 12" Diam. PVC DR 35 (10'-12' Deep) San Sewer	\$42.30	760.00	\$32,148.00
465.6	100	Lin. Ft. 4" Diameter PVC DR 35 (8'-10' Deep) San Sewer	\$31.50	97.00	\$3,055.50
465.7	60	Lin. Ft. 6" Diam. PVC DR 35 (8'-10' Deep) San Sewer	\$53.00	60.00	\$3,180.00
470.3	2	Each Sanitary Sewer Manhole (6'-8' Deep) Complete	\$2,000.00	3.00	\$6,000.00
470.4	4	Each Sanitary Sewer Manhole (8'-10' Deep) Complete	\$2,200.00	4.00	\$8,800.00
470.5	9	Each San. Sewer Manhole (10'-12' Deep) Complete	\$2,400.00	8.00	\$19,200.00
472.0	160	Lin. Ft. Relaying Culvert Pipe	\$19.00	131.00	\$2,489.00
400.1	1	L.Sum Trench Safety for Sanitary Sewer Lines	\$550.00	1.00	\$550.00
Total Amount Bid (Sanitary Sewer):					\$183,194.50

Change Orders & Field Extras

CO #1	1	L.Sum Change Order #1 - Ad 2" Conduit Pull Boxes	\$4,232.50	1.00	\$4,232.50
CO #2	1	L.Sum Change Order #2 - HMAc Pavement Patch	\$2,500.00	1.00	\$2,500.00
	1	L.Sum Field Change #1 - Sdwk Sleeve & Reloc W.M.	\$575.00	1.00	\$575.00
Total Amount of Change Orders etc:					\$7,307.50

Amount Completed:		\$596,184.60
Retainage	0.00%	\$0.00
Net Amount Due:		\$596,184.60
Less Previous Payment:		\$501,788.50
Total Amount Due:		\$94,396.10

PROJECT: MILDRED STREET IMPROVEMENTS
CONTRACTOR: CENTERLINE CONSTRUCTORS, INC.
OWNER: TOWN OF ADDISON, TEXAS
ENGINEER: GINN, INC. CONSULTING ENGINEERS

SHEET NO. 4 OF 4
APPLICATION FOR PAYMENT NO. 6
DATE: April 30 19 91

ACCOMPANYING DOCUMENTATION: GROSS AMOUNT DUE.....\$ 596,184.60
LESS 5 % RETAINAGE...\$ -0-
AMOUNT DUE TO DATE.....\$ 596,184.60
LESS PREVIOUS PAYMENTS.\$ 501,788.50
TOTAL AMOUNT DUE
THIS APPLICATION.....\$ 94,396.10

REVIEWED BY: _____ DATE: _____ CHECKED BY: GF DATE: 5/16/91

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 6 inclusive; and (2) title to all materials and all equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated May 17, 19 91 CENTERLINE CONSTRUCTORS, INC.
Subscribed Before Me This Date, May 17, 1991
Jan Demetro
Jan Demetro, Notary Public Comm Exp: 7/27/92
BY: [Signature]
Title: Richard Waters, President

ENGINEER'S RECOMMENDATION:

This Application for Payment (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above TOTAL AMOUNT DUE THIS APPLICATION is recommended.

Dated May 20 19 91 Ginn, Inc. Consulting Engineers
By: [Signature]
Title: Project Manager

OWNER'S APPROVAL:

Application for Payment received on _____ 19 ____ by _____
Approved for payment on _____ day of _____ 19 ____ Town of Addison, Texas
By: _____
Title: _____

CENTERLINE CONSTRUCTORS, INC.

May 16, 1991

Mr. Gabe Favre
Ginn & Case, Inc.
17103 Preston Road
Suite 100
Dallas, TX 75248



RE: Mildred Street Improvements

Dear Mr. Favre:

Pursant to Division I, Section 01300, Paragraph 1.3 of the General requirements, notice is hereby given of completion of the above referenced project.

Sincerely,

CENTERLINE CONSTRUCTORS, INC.

A handwritten signature in black ink, appearing to read "Richard Waters".

Richard Waters
President

CENTERLINE CONSTRUCTORS, INC.

May 20, 1991

City of Addison
c/o Ginn, Inc. - Consulting Engineers
17103 Preston Rd., Ste. 100
Dallas, TX 75248

RE: Mildred Street Improvements

Dear Mr. Favre:

Pursant to section 01700, "Contract Closeout" paragraph 1.4, subparagraph 3 of the general requirements of the above referenced contract, Centerline Constructors, Inc. hereby warrants all work to be free of defects for a period of one year.

Sincerely,

CENTERLINE CONSTRUCTORS, INC.



Richard Waters
President

THE STATE OF TEXAS *
*
COUNTY OF Tarrant *

FINAL RELEASE AND WAIVER OF LIEN RIGHTS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Richard Waters, who, being by me first duly sworn, upon oath deposes and says:

1. "I am an owner or duly authorized officer of the undersigned Contractor, subcontractor, or material supplier in connection with the construction of the Mildred Street and Sanitary Sewer Improvements in Addison Dallas County, Texas, for Town of Addison (hereinafter referred to as "Owner"), and I am authorized in such capacity to make this affidavit.
2. I hereby certify that all debts and obligations incurred by the undersigned in the erection, construction, and completion of the hereinabove described project (including, but not limited to, those for labor, material, equipment, supplies, services, insurance, taxes, and other costs), have been paid and discharged in full.
3. To induce Owner to make final payment in the amount of \$ 94,396.10, and upon receipt of such payment, the undersigned hereby releases and discharges the Owner, the contractor or subcontractor and any financial institution which has or has had any liens against the hereinabove described project, from any and all liens, claims, rights, and/or equities whatsoever against the hereinabove described project and hereby waives and surrenders any and all rights of the undersigned to make such a claim for lien resulting from labor, materials, equipment, supplies, services, insurance, and/or other costs incurred by the undersigned.
4. The undersigned further agrees to indemnify and hold harmless the Owner or the financial institution which has or has had any liens against the hereinabove described project, from and against any and all liens, claims, expenses, losses or damages, of whatever kind and nature, by reason of any debts or obligations incurred, or alleged to have been incurred, by the undersigned, its agents, employees, and/or subcontractors in connection with the erection, construction, and/or improvements of said property."

SIGNED this the 17 day of May, 1991.

**CONTRACTOR, SUBCONTRACTOR OR
MATERIAL SUPPLIER:**

BY: [Signature]
Name of Affiant

Richard Waters President
Title of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME this the 17 day of
May, 1991, by _____, Affiant, to certify which
witness my hand and official seal.

[Signature]
Notary Public, State of Texas

My commission expires: 7/27/92

(f:\forms\const\A4b.doc)

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT:
(name, address)

TO (Owner)

Town of Addison
5300 Belt Line Road
Addison, TX 75240

ARCHITECT'S PROJECT NO: 439
CONTRACT FOR: Mildred Street
Improvements
CONTRACT DATE: 8/29/91

CONTRACTOR: Centerline Constructors, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Seaboard Surety Company
5750 Pineland Dr., Suite 304
Dallas, Texas 75231-5366 , SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Centerline Constructors, Inc.
2525 Ridgmar Blvd, Suite 321
Fort Worth, Texas 76116 , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Town of Addison
5300 Belt Line Road
Addison, TX 75240 , OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 17th day of May 19 91

Seaboard Surety Company
Surety Company

Steven B. Siddons
Signature of Authorized Representative
Steven B. Siddons, Attorney-in-Fact
Title

Attest:
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

SEABOARD SURETY COMPANY

MMMM 0228

No. 11007

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint **Robert C. Siddons or Robert C. Fricke or Bettye Ann Rogers or William A. Grote or Linda Couey or Jessica Kendrick or Steven B. Siddons** of **Austin, Texas** its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: **Without Limitations**

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, with Amendments to and including January 15, 1982 and are still in full force and effect:

ARTICLE VII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto.

Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the Chairman of the Board, the President, a Vice-President or a Resident Vice-President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or (b) by an Attorney-in-Fact for the Company appointed and authorized by the Chairman of the Board, the President or a Vice-President to make such signature; or (c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by one of its Vice-Presidents, and its corporate seal to be hereunto affixed and duly attested by one of its Assistant Secretaries, this **14th** day of **March**, 19**91**.



Attest:

(Seal)

Diana M. Sterett
Assistant Secretary

SEABOARD SURETY COMPANY

By

Michael B. Keegan
Vice-President

STATE OF NEW JERSEY ss:
COUNTY OF SOMERSET

On this **14th** day of **March**, 19**91**, before me personally appeared **Michael B. Keegan** a Vice-President of SEABOARD SURETY COMPANY,

with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of **New Jersey**; that he is a Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

FELICE M. ZUBRYCKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 1991

(Seal)



[Signature]
Notary Public

CERTIFICATE

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Executive Committee of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the Company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the Company surety bonds, underwriting undertakings or other instruments described in said Article VII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this **17th** day of **May**, 19**91**.



Juanita M. Curry
Assistant Secretary
Form 957 (Rev. 7/84)

APPLICATION FOR PAYMENT
 BID DATE: AUGUST 14, 1990
 NOTICE TO PROCEED DATE: OCTOBER 1, 1990
 CONTRACT AMOUNT: \$ 590,171.55
 OWNER: TOWN OF ADDISON, TEXAS
 ENGINEER: GINN, INC. CONSULTING ENGINEERS
 CONTRACTOR: CENTERLINE CONSTRUCTORS

MILDRED STREET IMPROVEMENTS

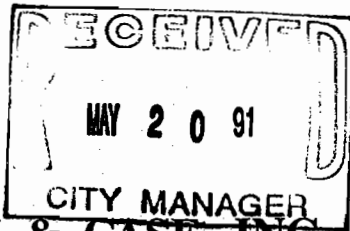
APPLICATION FOR
 PAYMENT NO. 6 (FINAL)
 FINAL PAY QUANTITIES

THIS PAY APPLICATION
 OVERRUNS/UNDERRUNS

ITEM NO.	DESCRIPTION	BID QTY	UNIT	BID UNIT PRICE	BID TOTAL AMOUNT	QTY TO DATE	AMOUNT TO DATE	FINAL QUANTITIES	
								QTY (+/-)	OVER(UNDER) TOTAL AMOUNT
100.1	PREPARE RIGHT-OF-WAY (65')	6.55	STA	\$1,300.00	\$8,515.00	6.55	\$8,515.00	0	\$0.00
100.2	PREPARE RIGHT-OF-WAY (80')	5.5	STA	\$1,300.00	\$7,150.00	5.5	\$7,150.00	0	\$0.00
100.3	PREPARE RIGHT-OF-WAY (60')	0.65	STA	\$1,300.00	\$845.00	0.65	\$845.00	0	\$0.00
104.1	SAW-CUT FULL DEPTH ASPHALT/CONC PAVEMENT	240	LF	\$4.50	\$1,080.00	240	\$1,080.00	0	\$0.00
104.2	REMOVE OLD CONCRETE/ASPHALT PAVEMENT	75	SY	\$11.00	\$825.00	75	\$825.00	0	\$0.00
110.0	ROADWAY EXCAVATION (DENSITY CONTROL)	3500	CY	\$3.75	\$13,125.00	3500	\$13,125.00	0	\$0.00
160.0	FURNISHING & PLACING TOPSOIL/RYE GRASS	2800	SY	\$1.50	\$4,200.00	2800	\$4,200.00	0	\$0.00
248.0	FLEXIBLE BASE, TY A, GRADE 1, CLASS 3	25	CY	\$90.00	\$2,250.00	21.5	\$1,935.00	-3.5	(\$315.00)
260.0	LINE TREATMENT FOR MATERIALS IN PLACE	4500	SY	\$2.30	\$10,350.00	4500	\$10,350.00	0	\$0.00
262.0	LINE TREATMENT FOR BASE COURSE	2650	SY	\$2.30	\$6,095.00	2755	\$6,336.50	105	\$241.50
264.0	HYDRATED LIME, TY A, 6% BY WGT.-271/SY	100	TONS	\$81.00	\$8,100.00	100	\$8,100.00	0	\$0.00
340.0	6" THICK TYPE "D" HMACP PAVEMENT	150	SY	\$22.00	\$3,300.00	130	\$2,860.00	-20	(\$440.00)
360.1	8" THICK REINF CONC PAVEMENT, CLASS C	6000	SY	\$17.95	\$107,700.00	6102	\$109,530.90	102	\$1,830.90
360.2	6" THICK REINF CONC PAVEMENT, CLASS C	835	SY	\$18.00	\$15,030.00	760	\$13,680.00	-75	(\$1,350.00)
360.3	CONCRETE STREET HEADER	37	LF	\$4.75	\$175.75	37	\$175.75	0	\$0.00
400.0	TRENCH SAFETY FOR STORM DRAINAGE LINES	1	LS	\$550.00	\$550.00	1	\$550.00	0	\$0.00
464.1	18" RCP, C-76, CLASS III, STORM SEWER PIPE	320	LF	\$37.00	\$11,840.00	339	\$12,543.00	19	\$703.00
464.2	24" RCP, C-76, CLASS III, STORM SEWER PIPE	385	LF	\$55.00	\$21,175.00	385	\$21,175.00	0	\$0.00
464.3	30" RCP, C-76, CLASS III, STORM SEWER PIPE	530	LF	\$66.00	\$34,980.00	548	\$36,168.00	18	\$1,188.00
470.1	10" STANDARD CURB INLET	5	EA	\$3,800.00	\$19,000.00	5	\$19,000.00	0	\$0.00
470.2	10" MODIFIED CURB INLET	5	EA	\$4,000.00	\$20,000.00	5	\$20,000.00	0	\$0.00
479.1	ADJUST EXISTING MANHOLE	2	EA	\$450.00	\$900.00	2	\$900.00	0	\$0.00
500.0	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00
530.1	CONCRETE CURB AND GUTTER	2100	LF	\$1.35	\$2,835.00	2097	\$2,830.95	-3	(\$4.05)
530.2	CONCRETE SIDEWALK, 4" THICK	730	SY	\$21.15	\$15,439.50	688	\$14,551.20	-42	(\$888.30)
530.3	CONCRETE DRIVEWAYS, 6" THICK	140	SY	\$20.50	\$2,870.00	142	\$2,911.00	2	\$41.00
530.4	BRICK PAVERS	840	SY	\$35.00	\$29,400.00	760	\$26,600.00	-80	(\$2,800.00)
582.1	ADJUST EXIST WATER VALVE	1	EA	\$75.00	\$75.00	1	\$75.00	0	\$0.00
582.2	RELOCATE EXIST WATER METER	1	EA	\$350.00	\$350.00	1	\$350.00	0	\$0.00
582.3	LOWER 24" PCCP WATER LINE	80	LF	\$265.00	\$21,200.00	80	\$21,200.00	0	\$0.00
618.1	2" / 4" ELECTRICAL CONDUIT	425	LF	\$5.50	\$2,337.50	433	\$2,381.50	8	\$44.00
618.2	2" IRRIGATION CONDUIT	40	LF	\$7.00	\$280.00	40	\$280.00	0	\$0.00
666.0	PAVEMENT MARKINGS, 24" STOP BAR, TURN LN	1	LS	\$3,700.00	\$3,700.00	1	\$3,700.00	0	\$0.00
676.1	TRAFFIC BUTTONS P-7M, WHITE, NON-REFLECT	108	EA	\$3.00	\$324.00	108	\$324.00	0	\$0.00
676.2	TRAFFIC BUTTONS P-15M, WHITE SINGLE-REFL	108	EA	\$4.70	\$507.60	108	\$507.60	0	\$0.00
676.3	TRAFFIC BUTTONS P-117Y, YELLOW, DBLE REF	152	EA	\$6.10	\$927.20	152	\$927.20	0	\$0.00
465.1	8" DIAM PVC, DR35 SANITARY SEWER 8'-10'	570	LF	\$33.00	\$18,810.00	530	\$17,490.00	-40	(\$1,320.00)
465.2	8" DIAM PVC, DR35 SANITARY SEWER 10'-12'	1240	LF	\$38.00	\$47,120.00	1280	\$48,640.00	40	\$1,520.00
465.3	12" DIAM PVC, DR35 SANITARY SEWER 6'-8'	1070	LF	\$28.00	\$29,960.00	1051	\$29,428.00	-19	(\$532.00)
465.4	12" DIAM PVC, DR35 SANITARY SEWER 8'-10'	485	LF	\$31.00	\$15,035.00	394	\$12,214.00	-91	(\$2,821.00)
465.5	12" DIAM PVC, DR35 SANITARY SEWER 10'-12'	650	LF	\$42.30	\$27,495.00	760	\$32,148.00	110	\$4,653.00
465.6	4" DIAM PVC, DR35 SANITARY SEWER 8'-10'	100	LF	\$31.50	\$3,150.00	97	\$3,055.50	-3	(\$94.50)
465.7	6" DIAM PVC, DR35 SANITARY SEWER 8'-10'	60	LF	\$53.00	\$3,180.00	60	\$3,180.00	0	\$0.00
470.3	SANITARY SEWER MANHOLE 6'-8' DEEP	2	EA	\$2,000.00	\$4,000.00	3	\$6,000.00	1	\$2,000.00
470.4	SANITARY SEWER MANHOLE 8'-10' DEEP	4	EA	\$2,200.00	\$8,800.00	4	\$8,800.00	0	\$0.00
470.5	SANITARY SEWER MANHOLE 10'-12' DEEP	9	EA	\$2,400.00	\$21,600.00	8	\$19,200.00	-1	(\$2,400.00)
472.0	RELAYING CULVERT PIPE	160	LF	\$19.00	\$3,040.00	131	\$2,489.00	-29	(\$551.00)
400.1	TRENCH SAFETY FOR SANITARY SEWER LINES	1	LS	\$550.00	\$550.00	1	\$550.00	0	\$0.00
SUBTOTAL					\$590,171.55		\$588,877.10		(\$1,294.45)
CHANGE ORDERS AND FIELD CHANGES									
CHANGE ORDER NO. 1 - ADD 2" CONDUIT/PULL		1	LS	\$4,232.50	\$4,232.50	1	\$4,232.50	0	\$0.00
CHANGE ORDER NO. 2 - ADDITIONAL ASPHALT		1	LS	\$2,500.00	\$2,500.00	1	\$2,500.00	0	\$0.00
CHANGE ORDER NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
CHANGE ORDER NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
FIELD CHANGE NO. 1 - SLEEVE & RELOC. W.M		1	LS	\$575.00	\$575.00	1	\$575.00	0	\$0.00
FIELD CHANGE NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
FIELD CHANGE NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
FIELD CHANGE NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
FIELD CHANGE NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
FIELD CHANGE NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
FIELD CHANGE NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
FIELD CHANGE NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
FIELD CHANGE NO.		1	LS		\$0.00		\$0.00	-1	\$0.00
SUB-TOTAL "CHANGES"					\$7,307.50		\$7,307.50		\$0.00
TOTAL CONTRACT AMOUNT					\$597,479.05		\$596,184.60		(\$1,294.45)

GROSS AMOUNT DUE THIS APPLICATION	\$596,184.60	1.00% OVER CONTRACT
LESS 0% RETAINAGE	\$0.00	AMOUNT FOR THIS PROJECT
AMOUNT DUE TO DATE	\$596,184.60	INCLUDING CHANGE ORDERS
LESS PREVIOUS PAYMENTS	\$501,788.50	
NET AMOUNT DUE THIS APPLICATION	\$94,396.10	

MR. Whitehead



GINN & CASE, INC.

CONSULTING ENGINEERS

May 17, 1991

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, Texas 75001

Re: 1990 Miscellaneous Pavement Improvements

Dear Mr. Baumgartner:

Work for the above referenced project has been completed and inspected by representatives of Ginn & Case, Inc. and the Town of Addison. The work was found to be in general conformance with the contract documents. The original contract completion date was November 30, 1990. Change Order No. 1 provided for a time extension to January 1, 1991. The project was substantially complete on December 19, 1990.

Enclosed are three (3) copies of Application for Payment No. 10 (FINAL) in the amount of \$20,046.21 from XIT Paving and Construction, Inc. representing work performed on the project through completion, including: the final change order reflecting overruns and underruns of the estimated quantities; and, request for previously held retainage. We have reviewed the application and recommend that payment in full be made at this time and that the City Council formally accept the project and begin the one year warranty period.

Also enclosed are the project close-out submittals and other items of correspondence and project supporting documents for your information and use in making the decision to accept the project and make final payment. The submittal includes: 1) Executive Summary; 2) Summary of Change Orders; 3) Final recap of construction costs; 4) Contractor's Affidavit of debts and claims; 5) letter of warranty; 6) Consent of Surety Company to final payment; 7) Maintenance Bond, and; 8) Record Drawings for the project - mylar reproducibles and two blue line prints.

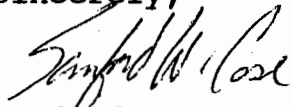
If appropriate, please place this item on the next Council Consent Agenda to serve as public notice that FINAL PAYMENT, in accordance with the Contract Documents, in the amount of \$20,046.21 will be made to XIT Paving and Construction, Inc. for

May 17, 1991
John Baumgartner
Miscellaneous Pavement Improvements

the construction of the 1990 Miscellaneous Pavement Improvements. The contract requirements have been completed, all documents are in order, and the project is ready for acceptance by the Town of Addison.

Should you require any further information, please contact our office.

Sincerely,



Sanford W. Case, P.E.

SWC/GF/dsp

enclosures

cc: Ron Whitehead, City Manager
Slade Strickland
Robin Jones
Don Preece
Larry McCallum
XIT Paving and Construction, Inc.
Gabe Favre
File 90433

EXECUTIVE SUMMARY
1990 MISCELLANEOUS PAVEMENT IMPROVEMENTS
TOWN OF ADDISON, TEXAS

1. The project was advertised March 8 and 15, 1990. Bids were opened on March 27, 1990. Four bids were received and ranged from a low of \$425,315.00 to a high of \$569,331.00.
2. On April 10, 1990, the City Council awarded a unit price contract to XIT Paving and Construction, Inc., Garland, Texas, in the amount of \$425,315.00.
3. A pre-construction conference was held on May 1, 1990. Notice to proceed was given as on or before June 4, 1990. Contract time was 180 calendar days. Contract completion date was November 30, 1990. Liquidated damages were set at \$500.00 per day.
4. The contractor requested a final walk-through on December 19, 1990. Due to the inclement weather and the holidays, we could not schedule a walk-through until January 10, 1991. One was finally made on January 22, 1991. On January 23, 1991 a punch list of items to be completed or corrected was prepared and presented to the contractor. Additionally, a Certificate of Substantial Completion, as of December 19, 1990 was prepared.
5. On March 14, 1991, contractor submitted letter stating that all punch list items had been completed. Representatives of Ginn & Case, Inc. and Town of Addison checked the list and advised contractor of a few minor items that still needed to be addressed.

6. On April 5, 1991, all representatives had a meeting to further discuss the punch list items that remained.
7. As of April 15, 1991, all items of the punch list had been addressed to the satisfaction of the Town of Addison and Ginn & Case, Inc. representatives.
8. Due to a minimum overrun of quantities, combined with thorough inspections and comprehensive contract administration, along with the deletion of the Cody drainage part of the contract, the total project contract price is approximately 15% less than was bid. Original contract price was \$425,315.00, while the actual final contract price will be \$361,024.13.
9. We hereby recommend that the project be accepted and that final payment in the amount of \$20,046.21 be paid in full at this time.

SUMMARY OF CHANGE ORDERS
1990 MISCELLANEOUS PAVEMENT IMPROVEMENTS

CHANGE ORDER NO. 1

Contractor requested time extension of 32 days to January 1, 1991 due, in part, to issuance of multiple work permits causing delays; and by having specific areas of the project being deferred or deleted. This change order was approved by the Town of Addison on January 10, 1991. No change in contract price.

CHANGE ORDER NO. 2

Cost overruns/underruns for project. (See Attached Spreadsheet)

DEDUCT: \$64,290.87 from original contract price.

FINAL RECAP OF CONSTRUCTION COSTS

The attached Change Order No. 2 (FINAL) and computer spreadsheet is provided to reflect all cost overruns and underruns on the project.

Original Contract Amount	\$425,315.00
Change Order No. 2 (Deduct)	<u>64,290.87</u>
TOTAL CONSTRUCTION COSTS	\$361,024.13

CHANGE ORDER

(Instructions on reverse side)

No. Two (2) Final

PROJECT: 1990 Miscellaneous Pvmnt. Imprv. DATE OF ISSUANCE: May 6, 1991

OWNER: Town of Addison
 (Name, P.O. Box 144
 Address) Addison, TX 75001

CONTRACTOR: XIT Paving & Construction, Inc. OWNER's Project No. _____
 P.O. Box 475337
 Garland, TX 75047 ENGINEER: Ginn & Case, Inc.

CONTRACT FOR: 1990 Miscellaneous Pvmnt. Imprv.
 ENGINEER's Project No. 90433

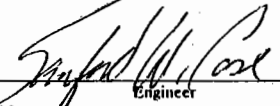
You are directed to make the following changes in the Contract Documents.

Description: Final cost overruns/underruns

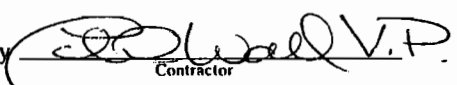
Purpose of Change Order:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ <u>425,315.00</u>	Original Contract Time <u>180 days</u> <small>days or date</small>
Previous Change Orders No. _____ to No. _____ \$ <u>N/A</u>	Net change from previous Change Orders <u>32 days</u> <small>days</small>
Contract Price prior to this Change Order \$ <u>425,315.00</u>	Contract Time Prior to this Change Order <u>212 days (January 1, 1991)</u> <small>days or date</small>
Net increase (decrease) of this Change Order \$ <u>64,290.87</u>	Net Increase (decrease) of this Change Order <u>-0-</u> <small>days</small>
Contract Price with all approved Change Orders \$ <u>361,024.13</u>	Contract Time with all approved Change Orders <u>212 days</u> <small>days or date</small>

RECOMMENDED:
 by 
Engineer
 Ginn & Case, Inc.
 EJCDC No. 1910-8-B (1983 Edition)

APPROVED:
 by _____
Owner
 Town of Addison

APPROVED:
 by 
Contractor
 XIT Paving & Construction, Inc.

**CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA Document G706

Bond

TO (Owner)

Town of Addison
P.O. Box 144
Addison, Texas 75001

ARCHITECT'S PROJECT NO: 90433

CONTRACT FOR: 1990 Miscellaneous
Paving Improvements

CONTRACT DATE: April 17, 1990

PROJECT: Various Streets
(name, address) Addison, Texas

State of: TEXAS

County of: DALLAS

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

NONE

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose. Indicate attachment: (yes XX) (no).

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

CONTRACTOR: XIT PAVING AND CONSTRUCTION, INC.

Address: P.O. BOX 475337
GARLAND, TX 75047

BY: *Lawrence H. McSpadden*
LAWRENCE H. McSPADDEN, PRESIDENT

Subscribed and sworn to before me this

30th day of April 19 91

Notary Public: *Lynnda M. Watkins*

My Commission Expires: 5-26-91



P.O. Box 475337 • Garland, Texas 75047

May 13, 1991

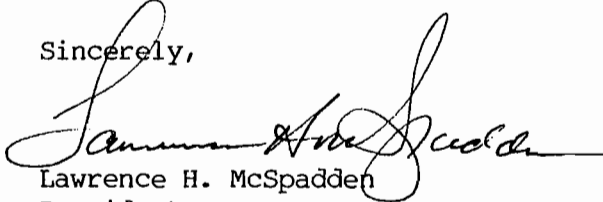
Town of Addison
P.O. Box 144
Addison, TX 75001

Re: 1990 Miscellaneous Pavement Improvements for the Town of Addison

Dear Sir:

XIT Paving and Construction, Inc. guarantees that all workmanship on the above referenced project shall be free of defects for a period of one year, commencing May 28, 1991. At such time, a one year, 10% maintenance bond shall become effective.

Sincerely,



Lawrence H. McSpadden
President

LHM/lr

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: All Work indicated on drawings and/or specifications entitled 1990
(name, address) Miscellaneous Pavement Improvements- Town of Addison

TO (Owner)

Town of Addison
Addison, Texas

ARCHITECT'S PROJECT NO:
CONTRACT FOR: 1990 Miscellaneous
Pavement Improvements

CONTRACT DATE:
April 17, 1990

CONTRACTOR: XIT Paving and Construction Inc.
P.O. Box 475337
Garland, Texas 75047

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

Fidelity and Guaranty Insurance Underwriters ,Inc.

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

XIT Paving and Construction, Inc.
P.O. Box 475337
Garland, Texas 75047

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Town of Addison
Addison, Texas

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 23rd day of April 19 91 .

Fidelity and Guaranty Insurance Underwriters Inc.
Surety Company

Gloria J. Jones
Signature of Authorized Representative

Attest:
(Seal):

Attorney-in-fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND
CLAIMS, Current Edition

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

NO. FG 148

KNOW ALL MEN BY THESE PRESENTS:

That FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., a corporation organized and existing under the laws of the State of Ohio, and having its principal office at 100 Light Street, Baltimore, Maryland 21203, does hereby constitute and appoint **Gloria J. Jones**

of the City of **Dallas**, State of **Texas**

its true and lawful Attorney-in-Fact, with power and authority to sign its name as surety to, and to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof; and the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. hereby ratifies and confirms all of the acts of said Attorney-in-fact, pursuant to these premises.

This appointment is made under and by authority of a by-law of the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., a certified copy of which is hereto annexed and made a part of this Power of Attorney.

IN WITNESS WHEREOF, the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **12th** day of **February**, 19**90**.

FIDELITY AND GUARANTY INSURANCE
UNDERWRITERS, INC.

(Signed) **William F. Spliedt**
By
Vice-President.

(SEAL) (Signed) **L. L. Hupfer**
.....
Assistant Secretary.

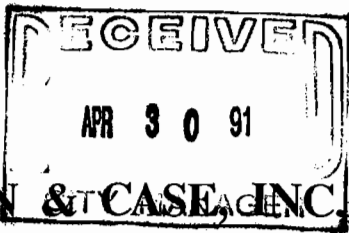
STATE OF MARYLAND)
BALTIMORE CITY) ss:

On this **12th** day of **February**, 19**90**, before me personally came **William F. Spliedt**, Vice President of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. and **L. L. Hupfer**, Assistant Secretary of said Corporation, with both of whom I am personally acquainted, who being by me severally sworn, said that they, the said **William F. Spliedt**, and **L. L. Hupfer** were respectively the Vice President and Assistant Secretary of the said FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal; that it was so affixed by authority of the by-laws of said corporation; and that they signed their names hereto by like authority as Vice President and Assistant Secretary, respectively, of the Corporation.

My Commission expires the first day of July, 19**90**

(SEAL) (Signed) **Margaret M. Hurst**

NOTARY PUBLIC



GINN & CASE, INC.

CONSULTING ENGINEERS

April 29, 1991

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, Texas 75001

Re: Mildred Street Improvements

Dear Mr. Baumgartner:

Enclosed are six copies of the Certificate of Substantial Completion for the above referenced project, which has been executed by the contractor.

Please have the proper authorities sign all six copies and return four (4) to us for further distribution. Two copies should be kept for the City's files.

Sincerely,

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

Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
Robin Jones
Carmen Moran
Larry McCallum
Slade Strickland
Don Preece
Centerline Constructors, Inc.
H. Wayne Ginn, P.E.
Sanford W. Case, P.E.
File 439

GINN & CASE, INC.

CONSULTING ENGINEERS

April 5, 1991

Mr. Rick Waters
Centerline Constructors, Inc.
2525 Ridgmar Blvd., Suite 321
Fort Worth, TX 76116

Re: Mildred Street Improvements - Addison, TX

Dear Mr. Waters:

Pursuant to your request for final review and inspection on the above referenced project, we offer the following comments.

The attached Certificate of Substantial Completion applies to all work under the contract documents for the Mildred Street Improvements project as prepared by Ginn & Case, Inc. The work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor and Engineer, and that work is hereby declared to be substantially complete in accordance with the Contract Documents as of April 4, 1991.

A tentative list of items to be addressed, completed or corrected is provided below. This list was prepared based upon a walk-through made on April 4, 1991 by the Town of Addison representatives, Ginn & Case, Inc. representatives and Centerline Constructors, Inc. representatives. This list may not be all inclusive and the failure to include an item on it does not alter the responsibility of the Contractor to complete the work in the Contract Documents. The items on the tentative list shall be completed or corrected by the Contractor within 10 days of the date of this letter. Please complete or correct all items before providing a written request for a final walk-through on the project.

1. Complete general clean up of all construction areas as discussed.
2. Re-seal miscellaneous joints as noted and discussed.
3. Complete pavement marking installation.
4. Provide pull string and caps for electrical and irrigation conduits.
5. Clean out all inlets.
6. Establish growth of grass on all areas disturbed by construction as per plans and specs.
7. Repair "chipped" edges on concrete walk at various locations.

8. Repair or replace stop bar at Quorum Drive, south side of Mildred Street.
9. At Addison Road and Mildred Street, remove wood form boards and repair/replace asphalt.
10. Clean out debris along Julian Street ditches.
11. Grout various manholes as discussed.
12. Re-grade ditch on McFarland property and hydromulch areas discussed.
13. Remove all barricades from project.

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the work in accordance with the Contract Documents.

Executed by Engineer on this 5th day of April, 1991.

Ginn & Case, Inc. Consulting Engineers

By: Gabe Favre

Contractor accepts this Certificate of Substantial Completion as of April 4, 1991, on this 8 day of APRIL, 1991.

Centerline Constructors, Inc.

By: [Signature]

Owner accepts this Certificate of Substantial Completion as of April 4, 1991, on this _____ day of _____, 1991.

Town of Addison

By: _____

Please sign and return all six copies to us for further execution and distribution. After execution of this document by the Owner, we will return a copy to you.

Should you have any questions, please contact us.

Sincerely,

Gabe Favre

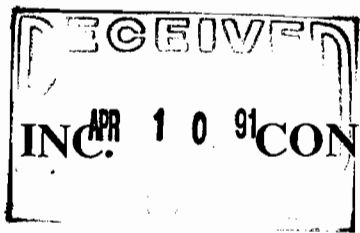
Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
 Robin Jones
 Carmen Moran, City Secretary
 Larry McCallum, City Attorney
 Bruce Ellis

Slade Strickland
 Don Preece
 H. Wayne Ginn, P.E.
 Sanford W. Case, P.E.
 File 439

R. Whitehead



GINN & CASE, INC. CONSULTING ENGINEERS

April 9, 1991

Mr. Carl Wall
XIT Paving and Construction, Inc.
P.O. Box 475337
Garland, Texas 75047

Re: 1990 Miscellaneous Pavement Improvements
Addison, Texas

Dear Mr. Wall:

Pursuant to our April 5, 1991 meeting with the Town of Addison representatives regarding the January 23, 1991 punch list items, we hereby offer the following comments.

Based upon your March 14, 1991 letter stating that all items were completed or corrected, we had all representatives re-check the items for conformance. On or before our April 5, 1991 meeting, the punch list was thoroughly checked and we found a few items that are still not satisfactory. Please address them immediately.

1. On Addison road, there are still some bare spots on the sodding that was done. Please coordinate with Slade Strickland.
2. At Quorum/Mildred intersection, provide a "taper" from north end of brick nose, to the north, to provide a smoother transition. Please coordinate this with the landscape department.
3. There was still some concerns regarding the 8" left turn button installation. Some of the asphaltic material that was used to place the buttons down initially remains on the reinstalled buttons. Besides aesthetics, it was questioned whether the asphaltic material would present a good bond between the revised button and the new epoxy material. After some discussion, it was agreed by all parties present that if any of the 8" left turn buttons that were placed by XIT become dislocated by any means whatsoever, within the the one year warranty period, then the contractor will replace them at no cost to the City.

4. The Mormon Lane drainage, near the exercise station, is not acceptable to the Town of Addison at this time. This needs to be addressed.
5. On Quorum south, item #11 needs to be re-checked. It appears the curb has cracked already. Please address.
6. On Belt Line Road, item #41 does not appear to have been done properly. Please address.

Should you have any questions, please contact our office.

Sincerely,



Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
Robin Jones
Slade Strickland
Bruce Ellis
H. Wayne Ginn, P.E.
Sanford W. Case, P.E.
File 90433

R. Whitehead



GINN & CASE, INC.

CONSULTING ENGINEERS

April 5, 1991

Mr. Rick Waters
Centerline Constructors, Inc.
2525 Ridgmar Blvd., Suite 321
Fort Worth, TX 76116

Re: Mildred Street Improvements - Addison, TX

Dear Mr. Waters:

Pursuant to your request for final review and inspection on the above referenced project, we offer the following comments.

The attached Certificate of Substantial Completion applies to all work under the contract documents for the Mildred Street Improvements project as prepared by Ginn & Case, Inc. The work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor and Engineer, and that work is hereby declared to be substantially complete in accordance with the Contract Documents as of April 4, 1991.

A tentative list of items to be addressed, completed or corrected is provided below. This list was prepared based upon a walk-through made on April 4, 1991 by the Town of Addison representatives, Ginn & Case, Inc. representatives and Centerline Constructors, Inc. representatives. This list may not be all inclusive and the failure to include an item on it does not alter the responsibility of the Contractor to complete the work in the Contract Documents. The items on the tentative list shall be completed or corrected by the Contractor within 10 days of the date of this letter. Please complete or correct all items before providing a written request for a final walk-through on the project.

1. Complete general clean up of all construction areas as discussed.
2. Re-seal miscellaneous joints as noted and discussed.
3. Complete pavement marking installation.
4. Provide pull string and caps for electrical and irrigation conduits.
5. Clean out all inlets.
6. Establish growth of grass on all areas disturbed by construction as per plans and specs.
7. Repair "chipped" edges on concrete walk at various locations.

8. Repair or replace stop bar at Quorum Drive, south side of Mildred Street.
9. At Addison Road and Mildred Street, remove wood form boards and repair/replace asphalt.
10. Clean out debris along Julian Street ditches.
11. Grout various manholes as discussed.
12. Re-grade ditch on McFarland property and hydromulch areas discussed.
13. Remove all barricades from project.

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the work in accordance with the Contract Documents.

Executed by Engineer on this 5th day of April, 1991.

Ginn & Case, Inc. Consulting Engineers

By: Gabe Favre

Contractor accepts this Certificate of Substantial Completion as of April 4, 1991, on this _____ day of _____, 1991.

Centerline Constructors, Inc.

By: _____

Owner accepts this Certificate of Substantial Completion as of April 4, 1991, on this _____ day of _____, 1991.

Town of Addison

By: _____

Please sign and return all six copies to us for further execution and distribution. After execution of this document by the Owner, we will return a copy to you.

Should you have any questions, please contact us.

Sincerely,

Gabe Favre

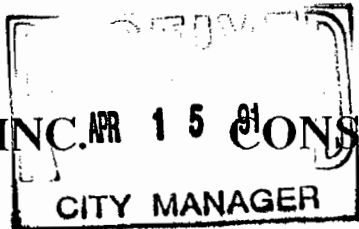
Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
Robin Jones
Carmen Moran, City Secretary
Larry McCallum, City Attorney
Bruce Ellis

Slade Strickland
Don Preece
H. Wayne Ginn, P.E.
Sanford W. Case, P.E.
File 439

GINN & CASE, INC. APR 15 91 CONSULTING ENGINEERS



April 12, 1991

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, TX 75001

Re: Mildred Street
Fire Hydrant Relocation

Dear Mr. Baumgartner:

In response to your April 11, 1991 letter (copy attached), we offer the following comments.

With all due respect, we take exception to the accusation of design error regarding the location of the fire hydrant. The fire hydrant was originally installed as designed (within 6" of where it was shown on the plans). The waterline and fire hydrant were designed and constructed prior to the design of Mildred Street. We did not know where the road and/or sidewalk would be located. The proposed fire hydrant location was based upon the estimated 45 foot width of the street being in the center of the right-of-way and the standard 5 foot sidewalk width used by the Town of Addison in the past. In the final design, the bus lane was added and the entire road shifted to the south to accommodate the extra width. This, along with the Town's request to increase the sidewalk width to 7 feet created a situation where the edge of the fire hydrant was approximately 4.5 feet beyond the back of the curb.

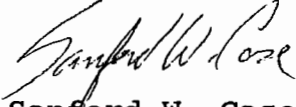
During our field meeting, the potential for additional costs was mentioned. We indicated that if the contractor installed the fire hydrant incorrectly, he would be responsible for the relocation with no additional compensation. However, if the fire hydrant was found to be located correctly, and the Town wanted it moved, additional compensation would be due, whether it was Tri-Con Services, Inc., the original waterline contractors, or Centerline Constructors, Inc., the Mildred Street contractors. During our field meeting we thought the relocation would involve "maybe a half day's work". Based on your's and Mr. Strickland's request, the work was performed.

The administration and inspection time charged to the project was the minimum amount necessary to resolve the problem and has been documented. This matter in no way involves an error or omission and is outside of the scope of services. We expect full payment for time spent in resolving the problem.

We reiterate our recommendation that payment of the invoice in the amount of \$1,275.00 be made to Tri-Con Services, Inc.

We hope this explanation clarifies your questions and allows for prompt processing of the invoice. Should you have any questions or require further clarification, please contact our office.

Sincerely,



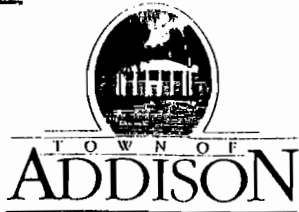
Sanford W. Case, P.E.
President

GF/SWC/dsp

enclosure

cc: Ron Whitehead
Don Preece
Slade Strickland
Tri-Con Services, Inc.
H. Wayne Ginn, P.E.
Gabe Favre
File 439

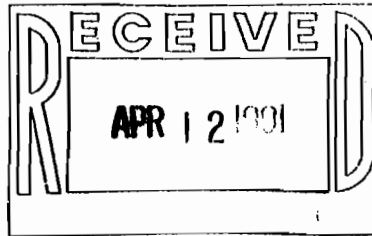
439



CITY ENGINEER'S OFFICE
Post Office Box 144 Addison, Texas 75001

(214) 450-2886
16801 Westgrove

April 11, 1991



Mr. Wayne Ginn
Ginn & Case, Inc.
17103 Preston Road, Suite 100
Dallas, Texas 75248

Dear Wayne,

The Town received the attached invoice from Tri-Con Services, Inc. for the relocation of a fire hydrant on Mildred Street, a recommendation for payment from your office, and a invoice for 5 hours of administration and inspection associated with this relocation. When we met Gabe in the field to discuss the location of the hydrant in relation to the proposed sidewalk, no mention of additional cost to the Town was indicated.

It appears that the Town is being asked to pay for an installation or design error. In an effort to clarify this, please address the following questions:

1. Was the fire hydrant originally installed as designed?
 - a. If not, should the contractor bear the expenses associated with the relocation?
 - b. If yes, why was the hydrant designed to conflict with the new sidewalk installation?

Your assistance is important to processing this invoice and making a recommendation to the City Manager regarding this expense. Your prompt response is appreciated.

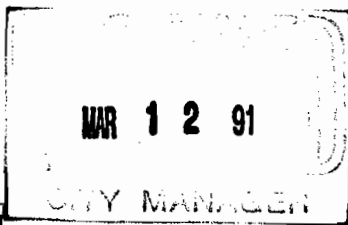
Sincerely yours,

Town of Addison

John R. Baumgartner
4-11-91
John R. Baumgartner, P. E.
City Engineer

JRB/rp

- Attachments:
1. Recommendation Letter
 2. Invoice from Tri-Con, Inc.
 3. Hour summary from Ginn, Inc.



ROM,
FYI

JRB
3-11-91 (214) 450-2886

CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

16801 Westgrove

March 8, 1991

MAYOR
&
COUNCIL
R

H. Wayne Ginn, P. E.
Ginn & Case, Inc.
P. O. Box 796577
Dallas, Texas 75379-6577

Re: Mildred Street Improvements - Invoice Number 1020

Dear Wayne,

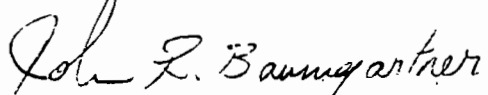
Thank you for taking the time to discuss invoice 1020 and your philosophy with regard to additional services for the construction administration and inspection services provided by your firm. After reviewing the Agreement between the Town of Addison and Ginn, Inc. dated March 24, 1980 it does not appear that construction phase services are tied to the length of the construction schedule. However, it appears that there may be basis for additional compensation based on historical precedent.

In an effort to determine a fair value for additional services please provide the following information:

1. The Engineers evaluation/recommendation with regards to liquidated damages. If you are recommending the assessment of liquidated damages, is the contractor aware of your recommendation and what is their position?
2. Please provide an updated construction schedule.
3. In conjunction with the construction schedule, provide and estimate of your additional services and the basis for that estimate to complete the project.
4. On future invoices please provide a more detailed summary of the services provided. This summary could include a copy of the daily log maintained by the inspector with a summary of hours.
5. For invoice 1020 please provide a detailed breakdown of hours by position and a copy of the inspection reports for the billing period.

Thank you for your help with these issues. Please call me if you have any questions since your response is necessary to process this invoice.

Sincerely yours,
Town of Addison

A handwritten signature in cursive script that reads "John R. Baumgartner". The signature is written in dark ink and is positioned above the typed name.

John R. Baumgartner, P. E.
City Engineer

JRB/rp

Invoice Date - 28 FEB 1991
 Invoice Number - 1020

GINN & CASE, INC. CONSULTING ENG
 I N V O I C E

FROM: GINN & CASE, INC. CONSULTING ENG
 P. O. BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
 POST OFFICE BOX 144
 ATTN: RON WHITEHEAD, CITY MGR
 ADDISON TX 75001

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

PHASE	DESCRIPTION	SCHEDULED VALUE	----- WORK COMPLETED ----- PREVIOUS THIS PERIOD	MATERIALS STORED	TOTAL COMP & STORED	PCT CMP	BALANCE TO FINISH	RETAINAGE AMOUNT
105	PLANS & SPEC INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
106	DESIGN FEES	27,706.00	27,706.00 0.00	0.00	27,706.00	100	0.00	0.00
107	CONTRACT ADMIN	4,889.00	3,422.30 0.00	0.00	3,422.30	70	1,466.70	0.00
108	INSPECTION FEES	12,223.00	8,556.10 0.00	0.00	8,556.10	70	3,666.90	0.00
109	OTHER INCOME	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
260	EASEMENTS/ROW	3,227.50	3,227.50 0.00	0.00	3,227.50	100	0.00	0.00
315	ADMIN BEYOND COMPLE	1,565.00	0.00 1,565.00	0.00	1,565.00	100	0.00	0.00
330	INSPEC BEYOND COMPL	2,610.00	0.00 2,610.00	0.00	2,610.00	100	0.00	0.00
601	SURVEYING	8,742.00	8,742.00 0.00	0.00	8,742.00	100	0.00	0.00
605	BID ADVERTISEMENT	189.00	189.00 0.00	0.00	189.00	100	0.00	0.00
606	STRUCTURAL ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
607	ARCHITECT ENGR	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
608	LANDSCAPE ARCHITECT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
609	OTHER CONSULTANT	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
610	ABSTRACT/TITLE	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
650	PRINTING	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
651	COURIER	0.00	0.00 0.00	0.00	0.00	0	0.00	0.00
660	SPECIAL SERVICES/ROW	743.93	743.93 0.00	0.00	743.93	100	0.00	0.00
Final Total		61,895.43	52,586.83 4,175.00	0.00	56,761.83	92	5,133.60	0.00

Invoice Date - 28 FEB 1991
Invoice Number - 1020

GINN & CASE, INC. CONSULTING ENG
I N V O I C E

Page 2

FROM: GINN & CASE, INC. CONSULTING ENG
P. O. BOX 796577

DALLAS TX 753796577

TO: TOWN OF ADDISON
POST OFFICE BOX 144
ATTN: RON WHITEHEAD, CITY MGR
ADDISON TX 75001

FOR: JOB 439 MILDRED STREET IMPROVEMENTS/ADDISON

TOWN OF ADDISON
DESIGN OF MILDRED ST--ADDISON RD TO
QUORUM DRIVE
CONTRACT AMOUNT \$407,431.55
DESIGN & ADMIN 32,595.00
INSPECTION 12,223.00

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	61,895.43
NET CHANGE BY CHANGE ORDERS	0.00
CONTRACT SUM TO DATE	61,895.43
TOTAL COMPLETED AND STORED TO DATE	56,761.83
RETAINAGE	0.00
TOTAL EARNED LESS RETAINAGE	56,761.83
LESS PREVIOUS CERTIFICATES FOR PAYMENT	52,586.83
CURRENT PAYMENT DUE	4,175.00
BALANCE TO FINISH, PLUS RETAINAGE	5,133.60

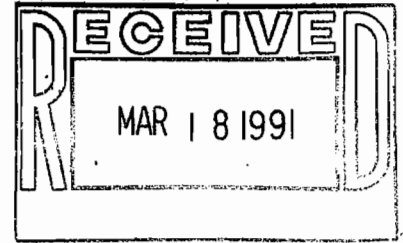
R. Whitehead

GINN & CASE, INC.

CONSULTING ENGINEERS

March 13, 1991

Mr. John Baumgartner, P.E.
City Engineer
Town of Addison
P.O. Box 144
Addison, TX 75001



Re: Invoices

Dear John:

This submittal is in response to your letter dated March 8, 1991 and our subsequent meeting on March 12, 1991. Rather than belabor the issues with agreements and disagreements of issues, we feel that it is better to list the positive results of the meeting as we understand them.

1. Liquidated damages: We believe the request for a determination of liquidated damages is premature and not immediately available. This determination is normally made after a project is completed. In accordance with your request, we are proceeding to prepare this document. It will take several days but should be available next week.
2. Completion date: The project should be complete within the next 3 weeks, weather permitting.
3. We estimate approximately 40 hours of additional project administration time will be required to prepare the final punch lists and close-out items.
4. We will be happy to supply any information you require. The invoice is a summary of hours. Daily diaries are internal records for our use only; however, they are available for your review at any time.
5. Invoice #1020: Breakdown by Position and hours

Administration Beyond Completion

Sr. Designer (GF) 25.5 hours
Secretarial (DP) 1.0 hours

Inspection Beyond Completion

Sr. Designer (GF) 43.5 hours

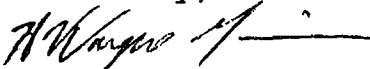
6. To date, we have incurred \$3,622.50 of expense for material testing of the Mildred Street Improvements which has not been billed to the Town. Taking this into consideration, our net fee for inspection is only 2.1% of construction when the industry standard is 6% to 8%.
7. Attachments: new revised statement, appropriate credit memos, revised invoices, and Gabe's memo regarding activities for Mildred Street for the month of February 1991.

For the record, we are not in total agreement with the \$470.00 credit memo for Mildred Street. It was for work performed by us at the request of the Town and was not the amount previously agreed upon. Our acceptance of this is to ensure an amicable settlement so we can proceed to finish the project.

We trust that the resolution of these issues and procedures will enable you to promptly process future invoices.

Thank you for the cooperative spirit in which you addressed this matter.

Sincerely,

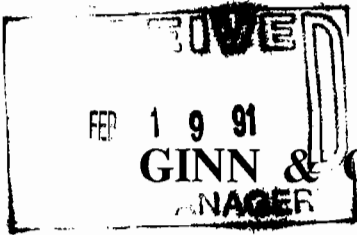


H. Wayne Ginn, P.E.

HWG/dsp

enclosures

cc: Ron Whitehead, City Manager
Randy Moravec
Greg Dunham
Sanford W. Case, P.E.
File 91130



GINN & CASE, INC.

CONSULTING ENGINEERS

February 13, 1991

Mr. Randy Moravec
Town of Addison
P.O. Box 144
Addison, TX 75001

Re: 1990 Miscellaneous Pavement Improvements
Application for Payment No. 9

Dear Mr. Moravec:

Enclosed are three copies of Application for Payment No. 9 in the amount of \$15,549.60 from XIT Paving and Construction, Inc. for work completed through January 25, 1991 for the above referenced project.

We have reviewed this application and recommend that payment in full be made at this time. Should you have any questions, please contact us.

Sincerely,

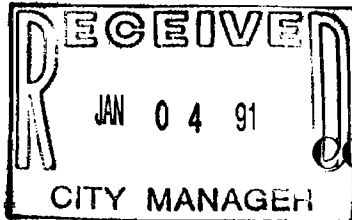
A handwritten signature in cursive script that reads "Gabe Favre".

Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
Greg Dunham
Robin Jones
XIT Paving and Construction, Inc.
Sanford W. Case, P.E.
H. Wayne Ginn, P.E.
File 90433

GINN, INC.



CONSULTING ENGINEERS

January 2, 1991

Mr. Randy Moravec
Town of Addison
P.O. Box 144
Addison, TX 75001

Re: 1990 Miscellaneous Pavement Improvements
Application for Payment No. 8

Dear Mr. Moravec:

Enclosed are three copies of Application for Payment No. 8 in the amount of \$36,680.92 from XIT Paving and Construction, Inc. for work completed through December 25, 1990 for the above referenced project.

We have reviewed this application and recommend that payment in full be made at this time. Should you have any questions, please contact us.

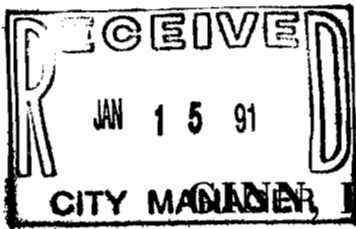
Sincerely,

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

Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
Greg Dunham
Robin Jones w/enclosure
XIT Paving and Construction, Inc.
H. Wayne Ginn, P.E.
File 90433



CONSULTING ENGINEERS

January 14, 1991

Mr. Randy Moravec
Town of Addison
P.O. Box 144
Addison, TX 75001

Re: Mildred Street Improvements
Pay Application No. 3

Dear Mr. Moravec:

Enclosed are three copies of Application for Payment No. 3 in the amount of \$65,061.47 from Centerline Constructors, Inc. for work completed through December 31, 1990 for the above referenced project. The entire project is approximately 73% complete.

We have reviewed this application and recommend that payment in full be made at this time. Should you have any questions, please contact us.

Sincerely,

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

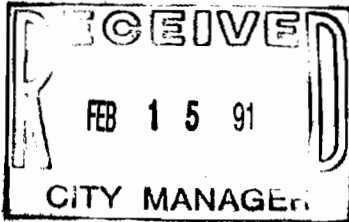
Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
Slade Strickland w/enclosure
Robin Jones w/enclosure
Centerline Constructors, Inc. w/enclosure
H. Wayne Ginn, P.E.
Sanford W. Case, P.E.
File 439

GINN, INC.
 Consulting Engineers
 17103 Preston Road
 Suite 100, LB-118
 DALLAS, TEXAS 75248

(214) 248-4900



LETTER OF TRANSMITTAL

DATE	FEB. 11, 1991	JOB NO.	439
ATTENTION	MR. SLADE STRICKLAND		
RE:	MILDRED STREET CHANGE ORDER No. 2		

TO TOWN OF ADDISON
P.O. Box 144
ADDISON, Tx. 75001

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

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

COPIES	DATE	NO.	DESCRIPTION
6	2-11-91	TWO	PROPOSED CHANGE ORDER No. 2 Additional Asphalt Repair/Replacement in Alley behind Broadway.
			ADD: \$2500 - to contract amount. Contract price w/ all change orders. \$596,904.05

THESE ARE TRANSMITTED as checked below:

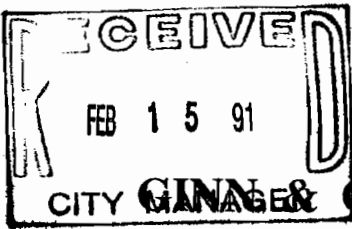
- For approval
- For your use
- As requested
- For review and comment
- FOR BIDS DUE _____ 19 _____
- Approved as submitted
- Approved as noted
- Returned for corrections
- _____
- Resubmit _____ copies for approval
- Submit _____ copies for distribution
- Return 4 corrected prints
- PRINTS RETURNED AFTER LOAN TO US

REMARKS Please have these executed and return 4 copies to us for further distribution. You may keep 2 as part of "contract" sets.

Robin is aware of this proposed change order. You may want to contact him should you need additional information.

CC: Ron Whithead Randy Moravec Sayfred Case
Robin Jones Centerline Constructors File 439
 COPY TO Don Preece HWN Ginn

SIGNED: Gabe Tama



CONSULTING ENGINEERS

February 11, 1991

Mr. Randy Moravec
Town of Addison
P.O. Box 144
Addison, TX 75001

Re: Mildred Street Improvements
Pay Application No. 4

Dear Mr. Moravec:

Enclosed are three copies of Application for Payment No. 4 in the amount of \$22,893.10 from Centerline Constructors, Inc. for work completed through January 31, 1991 for the above referenced project. The entire project is approximately 77% complete.

We have reviewed this application and recommend that payment in full be made at this time. Should you have any questions, please contact us.

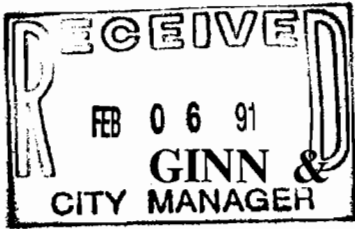
Sincerely,

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

Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
Slade Strickland w/enclosure
Robin Jones w/enclosure
Centerline Constructors, Inc. w/enclosure
H. Wayne Ginn, P.E.
Sanford W. Case, P.E. w/enclosure
File 439 w/enclosure



GINN & CASE, INC.

CONSULTING ENGINEERS

February 4, 1991

Mr. Rick Waters
Centerline Constructors, Inc.
2525 Ridgmar Blvd., Suite 321
Fort Worth, TX 76116

Re: Mildred Street Improvements
Addison, TX

Dear Mr. Waters:

As a point of reference, you are hereby notified that the contract completion date for the above referenced project expired on January 29, 1991. As of this point in time, no time extensions have been approved.

Please provide us with a revised schedule for the completion of the project. Should you have any questions, please contact our office.

Sincerely,

Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager
Carmen Moran
Robin Jones
Don Preece
Slade Strickland
H. Wayne Ginn, P.E.
Sanford W. Case, P.E.
File 439

NEW FILE
CREEK
"GINN ~~AGREEMENT~~
CONTRACT AND PAYMENT
REQUEST FOR PROF.
SERVICES"

AGREEMENT FOR ENGINEERING SERVICES
PUBLIC IMPROVEMENTS

CITY OF ADDISON, TEXAS
AND
GINN, INC.
CONSULTING ENGINEERS

FEBRUARY 1980

AGREEMENT FOR
ENGINEERING SERVICES
Public Improvements

MADE AND ENTERED INTO by and between CITY OF ADDISON, hereinafter called the "Owner," and GINN, INC., CONSULTING ENGINEERS, hereinafter called the "Engineer."

RECITALS

Owner intends to construct certain water, sewer, paving and drainage improvements. Such improvements are hereinafter referred to as the "Project."

CONTRACTUAL UNDERTAKINGS

SECTION I
EMPLOYMENT OF ENGINEER

The Owner agrees to employ the Engineer and the Engineer agrees to perform professional engineering services in connection with the Project as stated in the Sections to follow, and for having rendered such services, the Owner agrees to pay to the Engineer compensation as stated in the Sections to follow.

SECTION II
CHARACTER AND EXTENT OF SERVICES

The Engineer shall render the following professional services necessary for the development of the Project:

A. PRELIMINARY PHASE

- (1) Attend preliminary conference with the Owner regarding the Project.
- (2) Prepare a preliminary engineering study and report on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include preliminary layouts, sketches and cost estimates for the Project, and to set forth clearly the Engineer's recommendations.
- (3) Furnish the Owner fifteen (15) copies of the preliminary report, including preliminary layouts, sketches and cost estimates.

B. DESIGN PHASE

- (1) Establish the scope, and advise the Owner, of any soil and foundation investigations or any special surveys or special testing which, in the opinion of the Engineer, may be required for the proper execution of the Project; and arrange with the Owner for the conduct of such investigations and tests. (The performance of these investigations and tests is not a part of the Engineer's basic services, and compensation therefor is not included in the Basic Charge; it may be performed by the Engineer, by agreement with the Owner, in which case compensation shall be determined by the applicable portions of Section VI D.)

B. (con't)

- BILL FOR
FIELD SURVEYS SEPARATE*
- (2) Furnish to the Owner, where required by the circumstances of the assignment, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid, or for planning advances).
 - ✓ (3) Perform field surveys to collect information which, in the opinion of the Engineer, "is required in the design of the Project, (not included in Basic Charge.)
 - (4) Prepare detailed specifications and contract drawings, in pencil on paper, for construction authorized by the Owner. These designs shall in all respects combine the application of sound engineering principles with a high degree of economy, and shall be submitted to the applicable state and federal agencies for approval.
 - (5) Prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities which will be based, wherever practical, on the unit price system of bidding.
* The Engineer shall not be required to guarantee the accuracy of these estimates.
 - (6) Furnish to the Owner all necessary copies of approved plans, specifications, notices to bidders, and proposals. All sets of Plans in excess of ten (10) are to be paid for separately.

C. CONSTRUCTION PHASE

- (1) Assist the Owner in the advertisement of the Project for bids.
- (2) Assist the Owner in the opening and tabulation of bids for construction of the Project, and recommend to the Owner as to the proper action on all proposals received.
- (3) Assist in the preparation of formal Contract Documents for the contracts.

C. (con't)

- (4) Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative described in Subparagraph 6 below) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto, and he will not be responsible or liable in any degree for the contractors' failure to perform the construction work in accordance with the Contract Documents. During visits to the construction site, and on the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will keep the Owner informed of the extent of the progress of the work, and advise the Owner of material and substantial defects and deficiencies in the work of contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction, and may, on behalf of the Owner, exercise whatever rights the Owner may have to disapprove work and materials as failing to conform to the Contract Documents.
- (5) Consult and advise with the Owner; issue all instructions to the contractor requested by the Owner; and prepare routine change orders as required.
- (6) Furnish the services of resident Project Representatives, and other field personnel for continuous on-the-site observation of construction. (This service is not a part of the Engineer's basic services, and compensation therefor is not included in the Basic Charge; if provided, compensation shall be determined under Section VI D [2]).

C. (6) (con't)

The authority and duties of such resident Project Representatives are limited to examining the material furnished and observing the work done, and to reporting their findings to the Engineer. The Engineer will use the usual degree of care and prudent judgment in the selection of competent Project Representatives, and the Engineer will use diligence to see that the Project Representatives ~~are on the job to~~ perform their required duties. It is agreed, however, that the Engineer does not underwrite, guarantee or insure the work done by the contractors, and, since it is the contractors' responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so, and, so long as Engineer has exercised the usual degree of care and prudent judgment in selecting Project Representatives and has used diligence to see that they ~~are on the job to~~ perform the work, failure by any Project Representatives or other personnel engaged in on-the-site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability therefor or subject the Engineer to any liability for any such defect or deficiencies. (See Exhibit "B")

Book
7/17

- (7) Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents.
- (8) Prepare or review monthly and final estimates for payments to contractors, and furnish to the Owner any necessary certifications as to payments to contractors and suppliers.

C. (con't)

(9) Conduct, in company with the Owner, a final inspection of the Project for conformance with the design concept of the Project and compliance with the Contract Documents, and approve in writing final payment to the contractors.

2 { (10) Revise contract drawings, with the assistance of the resident Project Representative, to show the work as actually constructed. Furnish a set of prints of these revised drawings to the Owner.

SECTION III
AUTHORIZATION OF SERVICES

No professional services of any nature shall be undertaken by the Engineer under this Agreement until he has received written authorization from the Owner, in which the following elements are specified:

- (1) The nature of the particular assignment.
- (2) The scope of the services to be performed.
- (3) The exact basis of payment for the services to be performed (as provided in Section VI).
- 3 (4) A citation of the ordinance of the City Council under which the assignment was authorized and the appropriation was made.

SECTION IV
PERIOD OF SERVICE

This Agreement shall be effective upon execution by the Owner and the Engineer, and shall remain in force until terminated under the provisions hereinafter provided in Section X.

SECTION V
COORDINATION WITH THE OWNER

The Engineer shall hold periodic conferences with the Owner, or its representatives, to the end that the Project, as perfected, shall have full benefit of the Owner's experience and knowledge of existing needs and facilities, and be consistent with its current policies and construction standards. To implement this coordination, the Owner shall make available to the Engineer, for use in planning the Project, all existing plans, maps, field notes, statistics, computations and other data in his possession relative to existing facilities and to the Project.

SECTION VI
THE ENGINEER'S COMPENSATION

For and in consideration of the services to be rendered by the Engineer, the Owner shall pay, and the Engineer shall receive the compensation hereinafter set forth, for the Preliminary, Design, and Construction Phases of the work and for Special Assignments and Services not included in these phases. All remittances by Owner of such compensation shall either be mailed or delivered to Engineer's office in Dallas, Dallas County, Texas. Where the compensation is based on a percentage of construction cost, the charge for each separate phase shall be based on the "construction cost" of all work authorized by the Owner at one time, and handled by the Engineer in accordance with this Agreement.

"Construction cost" is defined as the total cost to the Owner for the execution of the work authorized at one time and handled in each separate phase of engineering services, excluding fees or other cost for engineering and legal services, the cost of land, rights-of-way, legal and administrative expenses; but including the direct cost to the Owner of all construction contracts, items of construction, including labor, materials and equipment required for the completed work (including extras) and the total value at site of project of all labor, materials, and equipment purchased or furnished directly by the Owner for the Project.

In the event that proposals for construction of any of the work authorized in the Design Phase are received within ninety (90) days after submission of completed contract drawings and specifications to the Owner by the Engineer, the charge for the corresponding services in the Design Phase and the charge for the corresponding services in the Preliminary Phase shall be adjusted to the "construction cost" as reflected by the lowest acceptable proposal, or lowest bona fide bid, if no contract is awarded. Where no

SEPARATE
BILLING
FOR OTHER COSTS
(HYDROLOGIC)
M&D

Section VI (con't)

proposal or bona fide bids are received, the Engineer's estimates shall be the basis for final payment for these two phases. No reduction shall be made from the Basic Charge on account of penalties or liquidated damages or other sums withheld from contractor's payments.

A. PRELIMINARY PHASE

Payment for services in the Preliminary Phase shall be made to the Engineer in a sum equal to a percentage of the "construction cost" of the work authorized by the Owner in this Phase of the Project. This percentage for the Preliminary Phase shall be computed as fifteen percent (15%) of the Basic Charge, which Basic Charge is defined by Attachment No. 1.

The classification of the construction work (Classification "A") for the purpose of applying the alternate Basic Charge is that given in Section 3 of the 1972 General Engineering Services Manual of the Consulting Engineers Council of Texas (which Section 3 is here adopted by reference as part of this Agreement).

Partial payments for services in the Preliminary Phase shall be made monthly, based on the Engineer's estimate of the "construction cost" of the work. Payments will be made in proportion to that part of the services in the Preliminary Phase which has been accomplished, as evidenced by monthly statements submitted by the Engineer to the Owner. Final payment for services in the Preliminary Phase shall be payable upon submission to the Owner of the required report, sketches, and estimates, and upon his acceptance, which shall be within thirty (30) days after submission.

Section VI (con't)

B. DESIGN PHASE

15% Preliminary Design
70% Design
Payment for services in the Design Phase shall be made to the Engineer in a sum equal to a percentage of the "construction cost" of the work authorized by the Owner in this Phase of the Project. This percentage for the Design Phase shall be computed as seventy percent (70%) of the Basic Charge, which Basic Charge is defined by Attachment No. 1.

The classification of the construction work (Classification "A") for the purpose of applying the alternate Basic Charge is that given in Section 3 of the 1972 General Engineering Services Manual of the Consulting Engineers Council of Texas (which Section 3 is here adopted by reference as part of this Agreement).

Partial payments for services in the Design Phase shall be made monthly, based on the Engineer's estimate of the "construction cost" of the work. Payments will be made in proportion to that part of the services in the Design Phase which has been accomplished, as evidenced by monthly statements submitted by the Engineer to the Owner. Final payment for services authorized in the Design Phase shall be due upon the completion of these services.

C. CONSTRUCTION PHASE

15% Pre Design
70% Design
15% Construction
Payment for services in the Construction Phase shall be made to the Engineer in a sum equal to a percentage of the "construction cost" of the work authorized by the Owner in this Phase of the Project. This percentage for the Construction Phase shall be computed as fifteen percent (15%) of the Basic Charge, which Basic Charge is defined by Attachment No. 1.

Section VI C. (con't)

The classification of the construction work (Classification "A") for the purpose of applying the alternate Basic Charge is that given in Section 3 of the 1972 General Engineering Services Manual of the Consulting Engineers Council of Texas (which Section 3 is here adopted by reference as part of this Agreement).

This sum will be paid in monthly installments in proportion to the construction work completed, on the basis of the Engineer's estimates prepared for monthly payments to contractors, plus the actual value of all materials and equipment purchased or furnished directly by the Owner for the Project. Upon completion of all work authorized in the Construction Phase, the Engineer will be paid the remainder of the charge for this Phase.

D. SPECIAL ASSIGNMENTS AND SERVICES
NOT INCLUDED IN ABOVE PERCENTAGE CHARGES

The charges above described in the Preliminary, Design and Construction Phases shall provide compensation to the Engineer for all services called for under this Agreement to be performed by him, or under his direction, except the services set forth below. These excluded services and Special Assignments, and the compensation to be paid by the Owner to the Engineer for their performance, as required, are as follows:

- EXTRA ✓ (1) Service: Field surveys to collect information required for design. (Design Phase only).
- ✓ Compensation: Attachment No. 2 - "Rate Schedule".
Reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a five percent (5%) service charge.

Section VI D (con't)

- ✓(2) Service: Services of a resident Project Representative and other field personnel as required, for on-the-site observation of construction and material testing.
Compensation: Three percent (3%) of "construction costs."
- (3) Service: Land surveys, and establishment of boundaries and monuments.
Compensation: Attachment No. 2 - "Rate Schedule." Reimbursement for direct non-labor expense and sub-contract expense at invoice cost plus a five percent (5%) service charge.
- (4) Service: Preparation of property or easement descriptions.
Compensation: Attachment No. 2 - "Rate Schedule." Reimbursement for a direct non-labor expense plus a five percent (5%) service charge.
- (5) Service: Preparation of any special reports.
Compensation: Attachment No. 2 - "Rate Schedule." Reimbursement for direct non-labor expense plus a five percent (5%) service charge.
- (6) Service: Appearances before regulatory agencies.
Compensation: Attachment No. 2 - "Rate Schedule." Reimbursement for direct non-labor expense plus a five percent (5%) service charge.
- (7) Service: Assistance to the Owner as an expert witness in any litigation with third parties, arising from the development or construction of the Project.
Compensation: Attachment No. 2 - "Rate Schedule." Reimbursement for direct non-labor expense plus a five percent (5%) service charge.

Section VI D (con't)

- (8) Service: Special investigations involving detailed consideration of operation, maintenance and overhead expenses; preparation of rate schedules; earnings and expense statements; special feasibility studies; appraisals; valuations; and material audits or inventories required for certification of force account construction performed by the Owner.

Compensation: Attachment No. 2 - "Rate Schedule." Reimbursement for direct non-labor expense plus a five percent (5%) service charge.

- (9) Service: Soil and foundation investigations, including test borings, soil tests and analyses of test results.

Compensation: (a) Furnished by the Owner, or
(b) By Engineer (Attachment No. 2 - "Rate Schedule"), and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a five percent (5%) service charge.

- (10) Service: Detailed mill, shop and/or laboratory inspection of materials or equipment.

Compensation: Payment included under item (2) above, (Three percent [3%] of "construction costs" for inspection and material testing.)

- (11) Service: Extra travel required of the Engineer and authorized by the Owner.

Compensation: Cost of travel and living expenses plus a five percent (5%) service charge.

- (12) Service: Additional copies of reports and specifications.

Compensation: Attachment No. 2 - "Rate Schedule." Reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a five percent (5%) service charge.

Section VI D (con't)

- (13) Service: Preparation of applications and supporting documents for government grants or planning advances for public works projects.

Compensation: Attachment No. 2 - "Rate Schedule."
Reimbursement for direct non-labor expense at invoice cost plus a five percent (5%) service charge.

- (14) Service: Represent City as City Engineer.

Compensation: Sixty percent (60%) of hourly rates as shown on Attachment No. 2.

Payments to the Engineer for authorized services not in the percentage charges will be made monthly, by the Owner, upon presentation of monthly statements by the Engineer of such services. "Salary cost" is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to the Project, plus social security contributions, unemployment excise and payroll taxes, employment compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. For the purpose of this Agreement, the hourly rates of the Engineer's staff is established in accordance with Attachment No. 2.

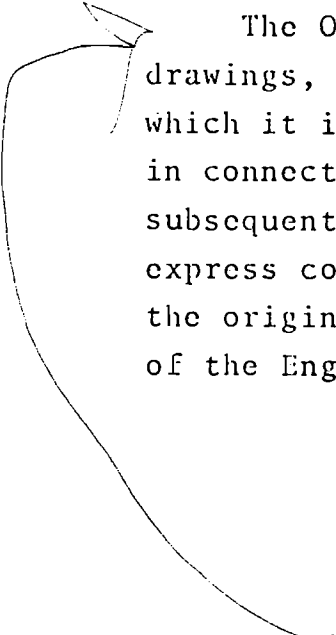
Should the Owner fail to make payment to the Engineer of the sum named in any partial or final statement when payment is past due for more than thirty days, then the Owner shall pay to the Engineer, in addition to the sum shown as due by such statement, interest thereon at the rate of fifteen percent (15%) per annum from the date due, as provided herein, until fully paid, which shall fully liquidate any injury to the Engineer arising from such delay in payment, but the right is expressly reserved to the Engineer in event payments are not promptly made as provided herein, at any time thereafter to treat the Agreement as terminated by the Owner and recover compensation as provided by Section X of this Agreement.

SECTION VII
REVISION TO DRAWINGS AND SPECIFICATIONS

The Engineer will make, without expense to the Owner, such revisions of the preliminary drawings as may be required to meet the needs of the Owner, but after a definite plan has been approved by the Owner, if a decision is subsequently made by the Owner which, for its proper execution, involves extra services and expenses for changes in, or addition to the drawings, specifications or other documents, or if the Engineer is put to labor or expense by delays imposed on him from causes not within his control, such as by (but not limited to) the readvertisement of bids or by the delinquency or insolvency of contractors, the Engineer shall be compensated for such extra services and expense, which services and expense shall not be considered as covered by the percentage fee stipulated in this Agreement. Compensation for such extra services shall be at salary cost times a multiplier of 2.5, and reimbursement for direct non-labor expense and subcontract expense at invoice cost plus a five percent (5%) service charge.

SECTION VIII
OWNERSHIP OF DOCUMENTS

Original documents, plans design and survey notes represent the product of training, experience, and professional skill, and accordingly belong to, and remain the property of, the Engineer who produced them, regardless of whether the instruments were copyrighted or whether the project for which they were prepared is executed.



The Owner may at his expense retain reproducible copies of drawings, and copies of other documents, in consideration of which it is mutually agreed that the Owner will use them solely in connection with the Project, and not for purpose of making subsequent extensions or enlargements thereto, save with the express consent of the Engineer. Re-use for extensions of the original project or for new projects shall require permission of the Engineer and shall entitle him to further compensation.

Here it is.

K.T

SECTION IX
ARBITRATION UNDER TEXAS GENERAL ARBITRATION ACT

A. Any controversy hereafter arising between Owner and Engineer in connection with this Agreement and any liability or claimed liability created hereunder or incident hereto or pertaining to the enforcement of any provision, condition or covenant contained herein shall be submitted to arbitration under the terms of the Texas General Arbitration Act. Either party may invoke this provision for arbitration by giving the other party notice in writing demanding that such controversy be submitted to arbitration, which notice shall also contain the appointment of an arbitrator by the demanding party. The party receiving such notice of arbitration must, within five (5) days after receiving same, mail to the demanding party a notice of appointment of a second arbitrator. Such two arbitrators shall meet forthwith and agree in writing upon a third arbitrator, and shall immediately give the parties written notice of the third arbitrator's appointment.

B. If the party upon whom the demand for arbitration is served fails to give the demanding party the required notice of the appointment of the second arbitrator within the required five days, the demanding party may apply to the court under Article 226, Revised Statutes of 1925, to appoint the second arbitrator. If the first two arbitrators fail to agree upon a third arbitrator within ten days from the date the second arbitrator was appointed, either party may apply to the court, under such Article 226, for the appointment of the third arbitrator.

C. The proceedings of the arbitrators, the award made by the arbitrators and the endorsement of such award shall be governed by the Texas General Arbitration Act, Articles 224 through 238-6, inclusive, Revised Statutes of 1925, as amended.

Section IX (con't)

D. This entire Section IX providing for arbitration shall survive the termination of this Agreement under any of its provisions, and any controversy between Owner and Engineer existing when the Agreement terminates shall continue to be subject to arbitration hereunder.

SECTION X
TERMINATION

Either party to this Agreement may terminate the Agreement by giving to the other thirty (30) days notice in writing. Upon delivery of such notice by the Owner to the Engineer, and upon expiration of the thirty-day period, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contract insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Owner when and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VIII.

SECTION XI
LIMITATION OF LIABILITY

The Owner will indemnify and hold harmless the Engineer, their agents, and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of any Professional Services except for the design and specifications prepared by the Engineer.

SECTION XII
ADDRESS OF NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Ginn, Inc., Consulting Engineers
13740 Midway Road, Suite 502
Dallas, Texas 75234

All notices and communications under this Agreement to be mailed or delivered to the Owner shall be to the following address:

City of Addison
P. O. Box 144
Addison, Texas 75001

SECTION XIII
SECTION CAPTIONS

Each Section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any Section or in any way determine its interpretation or application.

SECTION XIV
SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Owner nor the Engineer shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

original) on behalf of Engineer by its President shown below,
and on behalf of Owner by its Mayor
on this 24 day of March, 1980.

CITY OF ADDISON

ATTEST:

Jacque Sharp

By: [Signature]

GINN, INC.

ATTEST:

By: [Signature]

H. Wayne Ginn, P.E.
President

**Exhibit B to Agreement Between Owner
and Engineer for Professional Services,
dated _____, 19 _____
(for use with No. 1910-1, 1979 Edition).**

**Duties, Responsibilities and Limitations of Authority
of Resident Project Representative**

A. General.

Resident Project Representative is ENGINEER's Agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be only with ENGINEER and CONTRACTOR, and dealings with subcontractors shall only be through or with the full knowledge of CONTRACTOR. Written communication with OWNER will be only through or as directed by ENGINEER.

B. Duties and Responsibilities.

Resident Project Representative will:

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submissions and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
2. *Conferences:* Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Receive and record date of receipt of Shop Drawings and samples; receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of their availability for examination.
 - b. Advise ENGINEER and CONTRACTOR or its superintendent immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by ENGINEER.
5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents.
 - b. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to ENGINEER.

6. *Interpretation of Contract Documents:* Transmit to CONTRACTOR ENGINEER's clarifications and interpretations of the Contract Documents.

7. *Modifications:* Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER.

8. *Records:*

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

9. *Reports:*

a. Furnish ENGINEER periodic reports as required of progress of the Work and CONTRACTOR's compliance with the approved progress schedule and schedule of Shop Drawing submissions.

b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.

c. Report immediately to ENGINEER upon the occurrence of any accident.

10. *Payment Requisitions:* Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the Work.

12. *Completion:*

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.

c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. **Limitations of Authority.**

Except upon written instructions of ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.

2. Shall not exceed limitations on ENGINEER's authority as set forth in the Contract Documents.

3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent, or expedite the Work.

4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.

5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.

6. Shall not authorize OWNER to occupy the Project in whole or in part.

7. Shall not participate in specialized field or laboratory tests.

- NOTES: (1) When Construction Cost is under \$50,000, use reimbursable basis of compensation.
- (2) Construction cost below is the work authorized at one time. However, where the work is to be accomplished in a number of separate construction contracts, then each such project element should be evaluated on an individual basis, with additional compensation to the Engineer.
- (3) The Basic Charge presented below represents median compensation. The appropriate compensation for any given assign-

ment may vary above or below the curve, depending upon complexity.

(4) Compensation for alteration work should be increased by at least one-third above the median compensation illustrated.

(5) Curve A and Curve B are consistent with Curve A and Curve B in Manual 45, published by the American Society of Civil Engineers. New curves will be issued as subsequent revisions are published by ASCE.

