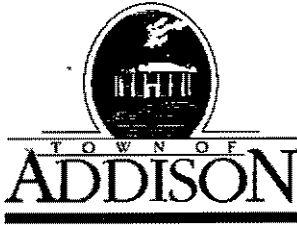


1991 Pavement Improvements - MISC



CITY ENGINEER'S OFFICE

Post Office Box 144 Addison, Texas 75001

(214) 450-2886

16801 Westgrove

M E M O R A N D U M

May 21, 1991

To: Greg Dunham, Assistant City Manager

From: John Baumgartner, City Engineer

RE: Acceptance and Final Payment of 1990 Miscellaneous
Pavement Improvements *JRB 5-21-91*

The attached letter from Ginn and Case, Inc. summarizes the status of the referenced project. The items before Council consist of the following:

1. Authorize the execution of "change order number 2", which is a reconciliation of the actual quantities installed versus the contract quantities and results in a reduction of \$64,290.87 of the contract amount.
2. Accept the project on behalf of the Town.
3. Authorize the final payment of \$20,046.21.

Staff recommends this to Council for consideration. If you concur, please have Carmen place an item on the May 28, 1991 council agenda authorizing Ron to execute change order number 2, accept the project, and make final payment to the contractor.

JRB/rp

Attachment

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.

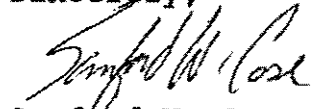
If appropriate, please place this item on the next Council Consent Agenda to serve as public notice that FINAL PAYMENT, in accordance with the Contract Documents, in the amount of \$20,046.21 will be made to XIT Paving and Construction, Inc. for

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)

Two (2) Final

PROJECT: 1990 Miscellaneous Pmnt. 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 Pmnt. 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:

APPROVED:

APPROVED:

by 
Engineer

by _____
Owner

by 
Contractor

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

Town of Addison

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 Subcontractors 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

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

Subscribed and sworn to before me this

30th day of April 19 91

Notary Public: *Synda M. Watkins*

My Commission Expires: 5-26-91



P.O. Box 475337 • Garland, Texas 75047

May 13, 1991

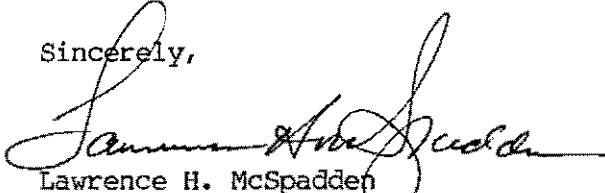
Town of Addison
P.O. Box 144
Addison, TX 75001

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

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.



(A Stock Company)

MAINTENANCE BOND

BOND NUMBER 180.12510142901

KNOW ALL MEN BY THESE PRESENTS, That we, XIT PAVING AND CONSTRUCTION, INC....

(hereinafter called the Principal), and the other undersigned an Ohio corporation (hereinafter called the Surety), are held and firmly bound unto TOWN OF ADDISON

(hereinafter called the Oblige), in the full and just sum of Thirty six thousand one hundred two and no/100----- Dollars,

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain contract with the Oblige dated APRIL 17, 1990

which contract has been or is about to be completed and accepted.

AND WHEREAS, specifications and contract provided that XIT PAVING AND CONSTRUCTION INC. should guarantee the project free from defects caused by faulty workmanship and materials for a period of years, general wear and tear excepted.

NOW, THEREFORE, if the said project shall be free from defects of workmanship and materials, general wear and tear excepted, for a period of ONE years, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed, sealed and delivered ... 5/28/92

Witness as to

XIT PAVING AND CONSTRUCTION, INC. (Seal)

Principal

(Seal)

(Seal)

FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. (an Ohio corporation)

Gloria J. Jones

Attorney-in-fact

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

Copy of By-Law

"Article VI, Section 7 - Execution of Instruments.

The Chairman of the Board, the President, any Executive Vice President, any Vice President, including the Financial Vice President, or any Assistant Vice President, in conjunction with the Secretary or an Assistant Secretary, shall have power on behalf of the Company:

(a) to execute, acknowledge, verify and deliver all contracts, obligations, instruments and documents whatsoever in connection with its business, including, without limiting the foregoing, any and all bonds, guarantees, undertakings, recognizances, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Company."

I, Michael P. Hammond, an Assistant Secretary of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gloria J. Jones

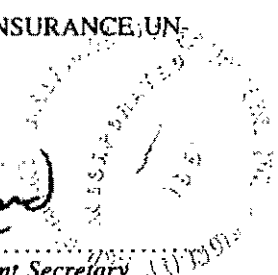
of Dallas, Texas, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a by-law of said Company, and that the foregoing is a true and correct copy of said by-law.

In Testimony Whereof, I have hereunto set my hand and the seal of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. this 28th day of May, 1992



Assistant Secretary



**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

Copy of By-Law

"Article VI, Section 7 - Execution of Instruments.

The Chairman of the Board, the President, any Executive Vice President, any Vice President, including the Financial Vice President, or any Assistant Vice President, in conjunction with the Secretary or an Assistant Secretary, shall have power on behalf of the Company:

(a) to execute, acknowledge, verify and deliver all contracts, obligations, instruments and documents whatsoever in connection with its business, including, without limiting the foregoing, any and all bonds, guarantees, undertakings, recognizances, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

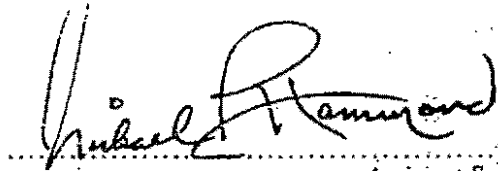
(b) to appoint one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Company."

I, Michael P. Hammond, an Assistant Secretary of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC., do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gloria J. Jones

of Dallas, Texas, authorizing and empowering her to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a by-law of said Company, and that the foregoing is a true and correct copy of said by-law.

In Testimony Whereof, I have hereunto set my hand and the seal of FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC. this 23rd day of April, 1991


Assistant Secretary

Assistant Secretary

Application for Payment

PAYMENT REQUEST NO. TEN (10) AND FINAL SHEET 1 OF 9

FOR WORK COMPLETED THROUGH THE DATE OF: _____

PROJECT TITLE: 1990 MISCELLANEOUS PAVEMENT IMPROVEMENTS DATE: _____

LOCATION: ADDISON, TEXAS

DESCRIPTION: MISCELLANEOUS

OWNER/ENGINEER INFORMATION:

OWNER: TOWN OF ADDISON

ADDRESS: P.O. BOX 144

CITY/STATE: ADDISON, TEXAS 75001

CONTACT PERSON: GREG DUNHAM

PHONE NO.: 214-450-7037

ENGINEER: GINN, INC.,
CONSULTING ENGINEERS
ADDRESS: 17103 PRESTON ROAD,
SUITE # 100 LB-118

CITY/STATE: DALLAS, TEXAS 75248

CONTACT PERSON: GABE FAVRE

PHONE NO.: (214) 248-4900

CONTRACTOR INFORMATION:

CONTRACTOR: XII PAVING AND CONSTRUCTION

ADDRESS: P.O. BOX 475337

CITY/STATE: GARLAND, TEXAS 75047

CONTACT PERSON: JAMES MICHAEL BRIDGES

PHONE NO.: 214-289-5331

INSURANCE CO.: NOEL/GREAVES, INC.

ADDRESS: 3100 MONTICELLO, SUITE 300, LB 5

CITY/STATE: DALLAS, TEXAS 75205

BONDING AGENT: MILLERMAN & MILLERMAN

ADDRESS: P.O. BOX 515299

CITY/STATE: DALLAS, TEXAS 75251

CONTRACT NO.: _____ CONTRACT DATE: 4/17/90 PROJECT NO.: 90433

TOTAL ORIGINAL CONTRACT AMOUNT: \$ 425,315.00

TOTAL CHANGE ORDERS: 1 AMOUNT: \$ 0

TOTAL CONTRACT AMOUNT TO DATE: \$ 425,315.00

NOTICE TO PROCEED DATE: 6/4/90 COMPLETION TIME: 180 CALENDAR DAYS

CONTRACT COMPLETION DATE: NOVEMBER 30, 1990

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

Accompanying Documentation:

GROSS AMOUNT DUE.....	\$ 361,024.13
LESS 5 % RETAINAGE.....	\$ 0.00
AMOUNT DUE TO DATE.....	\$ 361,024.13
LESS PREVIOUS PAYMENTS...	\$ 340,977.92
AMOUNT DUE THIS APPLICATION	\$ 20,046.21

REVIEWED BY: _____ DATE: _____

CHECKED BY: _____ DATE: _____

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 9 inclusive; and (2) title to all materials and 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 30 April, 1991

Subscribed and sworn before me this 30 day of April, 1990.

Notary Public: Spada M. Warden

Commission Expires: 5-26-91

XIA PAVING & CONSTRUCTION, INC.
 CONTRACTOR
 By Lawrence H. Fadda

ENGINEER'S RECOMENDATION:

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

Dated May 6, 19 91

Ginn & Case, Inc.
 ENGINEER

By Gabe Fournier
 Title Project Manager

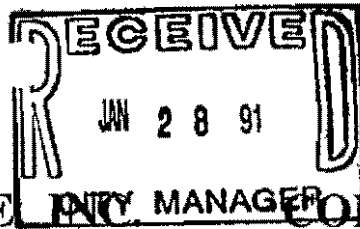
OWNER'S APPROVAL:

Pay request received _____ by _____

Approved for payment on _____ day of _____, 19 _____

By _____
 OWNER

_____ TITLE



R. Whitehead

GINN & CASE, INC. CITY MANAGER CONSULTING ENGINEERS

January 23, 1991

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

Re: 1990 Miscellaneous Pavement Improvements
Town of Addison

Dear Mr. Wall:

Pursuant to your December 19, 1990 request for final review and inspection on the above referenced project, we offer the following comments.

We made a walk-through on the project on January 22, 1991 to determine the status of the completion of the project. We regret that it took such a long time to schedule the walk through; but, the weather has been a major factor in the delays, as you are well aware.

The attached Certificate of Substantial Completion applies to all work under the contract documents for the 1990 Miscellaneous Pavement 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 December 19, 1990.

A tentative list of items to be addressed, completed or corrected is provided below. This list was prepared based upon a walk-through made by the Town of Addison representatives, Ginn & Case, Inc. representatives and XIT Paving and Construction, 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 30 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. We have enclosed the Parks and Recreation Department's comments, some of which may be duplicated in the following list.

Mr. Carl D. Wall
January 23, 1991
Page 2

GENERAL

1. Throughout all the various locations, minor cleanup of scattered debris needs to be completed.
2. Various locations require cleanup of concrete which has "splattered" onto adjacent walks, slabs, etc.
3. It appears that all of the ceramic traffic markers (buttons) at all locations were affixed to the pavement surface by material other than what was specified. The specified adhesive was an epoxy resin, two part compound, mixed immediately prior to installation. It appears that the product used is an asphaltic-rubberized material. The buttons will have to be removed, and may be re-used if properly cleaned of existing adhesive, to the satisfaction of the Owner/Engineer, then replaced with the specified adhesive. If all existing adhesive cannot be satisfactorily removed, then new buttons will be required.

ADDISON ROAD

1. Seal asphalt joints where adjoining existing asphalt pavement on both ends and parallel to centerline.
2. At north end of project area, clean up debris and remove excess pallet of sod.
3. It does not appear that the sod along the west curb was installed properly. It does not appear to have "taken root" in many locations. Slight pressure on a square dislocated it with ease. The sod is very "uneven" throughout the installation. There is no indication that fertilizer was applied. Inadequate watering may have contributed to the fact that the sod is dead. The sod was not rolled properly. Please address.
4. The first inlet south of the north end of the project - clean out debris.
5. See General note #3 regarding button installation.
6. At culvert headwall, provide additional sod for side slopes.
7. South end of culvert, at side slope, needs to be hand raked, graded and "dressed up" prior to placing sod.

Mr. Carl D. Wall
January 23, 1991
Page 3

8. Where newly placed sod ties to existing ground additional material needs to be placed to provide a smooth transition, not an abrupt drop off as now exists.
9. Remove broken barricade parts located in vicinity of work.
10. Provide general clean up throughout entire length of project such as debris, concrete pieces, etc.
11. Provide additional sod on areas disturbed by construction, but not currently covered by sod.
12. Add additional sod as required in area immediately north of south end of project near Trinity Christian Academy property.

QUORUM DRIVE/MILDRED STREET
LEFT TURN LANE

1. Rout and re-seal longitudinal joint of left turn lane at Quorum Drive.
2. Replace 4 Bald Cypress trees and 1 Oak tree that has died due to improper digging and handling. Contact Parks and Recreation department prior to beginning this work.
3. Irrigation in Quorum Drive median not acceptable due to the following:
 - a. Improper spacing on nozzles. Incorrect location.
 - b. Incorrect nozzles used.
 - c. Incorrect number of heads provided.
 - d. Improper valve used. Replace "Richdel" with "Weathermatic".
 - e. Raise valve boxes to meet grade, not depressed as now exists.
4. The "berm" in both north and south medians are incorrect according to Assistant Parks Director, Robert Wood. XIT foreman, Ronnie Stone, asked for and received specifics as to how this was to be handled, but did not complete accordingly. Brick pavers on north median nose should be removed and relayed properly.
5. See General Note #3 regarding button installation.
6. At the northeast corner of the north median nose, where the brick pavers meet the sod, the curb needs to be removed and replaced.

ARAPAHO/SPECTRUM

1. Replace fill material and damaged sod at various locations behind curb that was disturbed during construction.
2. At the east end of the project (near the Dallas Parkway side) immediately past the drive to the parking garage, the joint needs to be routed and re-sealed.
3. At other various locations throughout the project, rout and seal joints.
4. In vicinity of ingress/egress to underground parking, opposite Arapaho Road, at the southeast corner, saw cut two additional joints, to continue through to curb.
5. See General Note #3 regarding button installation.

OAKS NORTH BRIDGE

1. Complete installation of bridge lights.
2. Controller needs to have connections completed. Wires need to be buried and continuous from the valve box north of the bridge, west side, to the controller. Do not splice wires near controller.
3. Wires shall be made up using 3M-DBY dry splices, not plastic caps and electricians tape.
4. Irrigation riser on north end of bridge, east side, needs to be located up against the wall, similar to others.
5. The anchors, from the fence to the brick columns, needs to be adjusted to properly align with the fence.
6. In general, the area between the wall and curb needs to be cleaned up of all debris, concrete pieces, brick pieces, etc. and graded to drain from the wall to the curb.

QUORUM DRIVE - SOUTH

1. See General Note #3 regarding button installation.
2. Rout and seal joints throughout the entire length of the project area. Too numerous to provide specific locations.

Mr. Carl D. Wall
January 23, 1991
Page 5

3. Clean concrete "spills" and "splatters" off sidewalk, curbs and adjoining slabs at various locations throughout the area.
4. At first curb return past the beginning of the south end of the project (Sta. 13+50), curb is displaced out to pavement by sidewalk. Need to correct.
5. At entrance to Marriott parking garage, seal joints. Also, on 3'x5' patch, saw cut joint to curb.
6. First parking area north of Marriott entrance (Sta. 11+00), north curb at redwood header needs to be cleaned out.
7. Area opposite first median opening past Marriott entrance (Sta. 10+00 to 11+00), remove and replace completely 3 panels and curb.
8. At Sta. 10+00, parking area, at south curb return, remove and replace concrete that is not acceptable.
9. At Sta. 7+00, road between Marriott and bank, north curb is cracking, displaced; need to remove and replace.
10. Throughout the entire project, concrete spills onto walk or adjacent pavement needs to be removed.
11. At Sta. 2+75, exit drive from bank, the south curb needs to be removed and replaced.
12. At northeast corner of drive to President's Health Club, concrete walk needs to be repaired, removed or replaced.

MORMON LANE

1. Rout and seal all joints.
2. Straighten grates within frame so they do not "rock" when walked on.
3. Repair or replace damaged Flexipave walkway in vicinity of drainage grate.
4. Replace damaged ground cover (Asian Jasmine).
5. Replace steel edging damaged during construction.
6. Repair or replace irrigation heads damaged during construction. They should be flush with grade, not leaking and vertical.

7. Please explain how location of area drain was located, in field, and as to why it was placed within area occupied by exercise station. Was the inlet placed in the low spot of the swale? How was this verified?

BELT LINE ROAD

1. See General Note #3 regarding button installation.
2. General clean up of areas behind curbs throughout the project area is required; redwood header material, concrete "spillage", debris, broken barricades, etc.

The following specific areas are indicated by the repair numbers shown on the plans.

1. Northeast corner curb, inside lane needs repair.
4. West end, outside lane - saw cut continue through curb. Remove pile of concrete debris off edge of walk.
5. Saw cut outside lane through to curb.
6. Remove debris located beyond curb.
7. Remove debris located behind curb. Remove "form" stakes from area.
9. Remove debris behind curb, in median. Fill hole behind curb, in median.
10. Remove concrete "splatter" on walk, on southeast side.
11. Rout and seal outside joint, "center" line. At inside lane near median, remove concrete splatter on brick pavers.
12. Rout and seal all joints this area.
13. Remove form stakes. On westbound outside lane, west saw joint needs to be sawed through to curb.
14. At curb in median, add fill material behind curb.
15. Provide "epoxy" concrete patch on east side of two westbound lanes of traffic, where spalling occurred.

Mr. Carl D. Wall
January 23, 1991
Page 7

18. Clean up concrete "splatter" at curb.
19. On west joint, saw through to curb.
23. Remove header on south end. Rout and seal north joint. Remove concrete stains from brick pavers.
24. Remove and replace poorly aligned curve in curb and gutter at east end of median.
31. At center median, replace brick pavers. Clean concrete splatter off pavers prior to replacement.
37. Rout and seal small patch area to east.
38. Rout and seal joints.
39. Rout and seal joints.
40. Rout and seal joints.
41. This item was not done originally and needs to be done at this time.
42. Remove form material. Saw cut to curb on inside lane.
44. Remove concrete splatter at east end of walk.
45. West end curb, provide saw joint as shown on plans. East end, small patch, continue saw joint through to curb.
48. At median curb, irrigation line cut needs to be replaced. Outside lane, continue saw joints across full lane widths.

Mr. Carl D. Wall
January 23, 1991
Page 8

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 23rd day of January, 1991.

Ginn & Case, Inc. Consulting Engineers

By: Gabe Favre

Contractor accepts this Certificate of Substantial Completion as of December 19, 1990, on this _____ day of _____, 1991.

XIT Paving and Construction, Inc.

By: _____

Owner accepts this Certificate of Substantial Completion as of December 19, 1990, 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
Larry McCallum
Bruce Ellis
Robert Wood
Slade Strickland
H. Wayne Ginn, P.E.
Sanford W. Case, P.E.
File 90433



ADDISON

PARKS & RECREATION

Post Office Box 144 Addison, Texas 75001

(214) 450-2851

16801 Westgrove

January 23, 1991

Ginn & Case Inc.
c/o Gabe Farve
17103 Preston Road, #100
Dallas, TX 75248

RE: Miscellaneous Pavement Improvements

The following punch list items were discussed at the walk through on January 22, 1991:

ADDISON ROAD

1. Add sod to complete renovation along Trinity Christian Academy (T.C.A.) R.O.W.
2. Verify there are no problems with T.C.A.

MILDRED & QUORUM

1. Replace 4 Bald Cypress and 1 Bigelo Oak with equal or greater size and quality.
2. Complete irrigation system, i.e.:
 - A. Add omitted heads.
 - B. Replace nozzles with ones specified.
 - C. Replace Richdel valve with Weathermatic valve.
 - D. Move heads to reflect proper spacing on plans.
 - E. Maintain 100% coverage with minimal over spray.
 - F. Raise all valve boxes, Q.C.V. covers, meter boxes affected by construction level to grade.
3. Complete berm and turf work on south median.
4. Remove and relay payers properly.

ARAPAHO

1. Replace all damaged sod behind curb. Use Tex Turf 10 Bermuda sod in place of Rebel Fescue.
2. Verify there are no problems with the Colonade.

OAKS NORTH BRIDGE

1. All wire repairs shall be done with 3M-DBY dry splices and include a 24" pigtail coil.
2. Move irrigation riser on east side of bridge against wall.
3. Hook up controller.

January 23, 1991

Page two

4. Controller wires need to be buried and a continuous run from the exiting splices in valve box north of bridge on west side. Do not splice wires before entering controller.
5. Complete bridge lighting installation.

MORMON

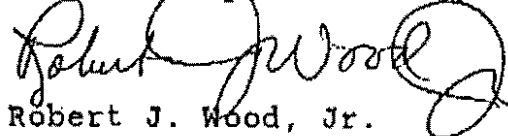
1. Replace damaged steel edging
2. Replace or repair damaged irrigation heads and pipe. (flagged)
3. Repair Plexipave sidewalk.
4. Replace damaged Asian Jasmine.
5. Move drain inlet to field verified swale.

BELTLINE

1. Repair saw cut irrigation line. (flagged)
2. Remove all forms and stakes.
3. Fill in all excavations behind curbs.
4. Clean or replace all stained pavers.
5. Finish paver replacement at Beltline and Addison Road.

If there are any questions or comments, please contact me at 450-2868.

Respectfully submitted,



Robert J. Wood, Jr.
Assistant Director, Parks

RJW/met

CHANGE ORDER

(Instructions on reverse side)

Two (2) Final

PROJECT: 1990 Miscellaneous Pvmnt. Imprv.

DATE OF ISSUANCE: May 6, 1991

OWNER: Town of Addison

(Name, Address) P.O. Box 144
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.

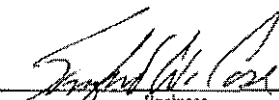
Description: Final cost overruns/underruns

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.

CHANGE ORDER

(Instructions on reverse side)

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.

CHANGE ORDER

(Instructions on reverse side)

Two (2) Final

PROJECT: 1990 Miscellaneous Pvm. 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 Pvm. Imprv.

ENGINEER's Project No. 90433

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

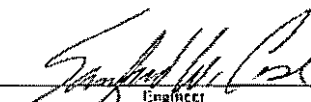
Description: Final cost overruns/underruns

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.

CHANGE ORDER

(Instructions on reverse side)

Two (2) Final

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

OWNER: Town of Addison
 P.O. Box 144
 (Name, 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:

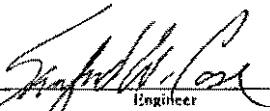
Attachments: (List document(s) supporting change)

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:

APPROVED:

APPROVED:

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

by _____
Owner
 Town of Addison

by 
Contractor
 XIT Paving & Construction, Inc.

CHANGE ORDER

(Instructions on reverse side)

Two (2) Final

PROJECT: 1990 Miscellaneous Pvmt. 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

CONTRACT FOR: 1990 Miscellaneous Pvmt.

May 17, 1991

You are directed to make the following changes in the Contract

Description: Final cost overruns/under

John :

Purpose of Change Order:

Attachments: (List documents supporting change)

Please sign all six of these Change Orders and return (4) to us for our files and the contractor. Please keep (2) for city files.

CHANGE IN CONTRACT PRICE:

Original Contract Price

\$ 425,315.00

Previous Change Orders No. _____ to No. _____

\$ N/A

Contract Price prior to this Change Order

\$ 425,315.00

Net ~~increase~~ (decrease) of this Change Order

\$ 64,290.87

Contract Price with all approved Change Orders

\$ 361,024.13

Contract Time with all approved Change Orders

212 days

days or date

RECOMMENDED:

APPROVED:

APPROVED:

by *[Signature]*
Engineer

by _____
Owner
Town of Addison

by *[Signature]*
Contractor

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

XIT Paving & Construction, Inc.

1990 MISCELLANEOUS PAVEMENT IMPROVEMENTS

PAYMENT APPLICATION

BID DATE: MARCH 27, 1990

NOTICE TO PROCEED DATE: JUNE 4, 1990

CONTRACT AMOUNT: \$425,315.00

OWNER: TOWN OF ADDISON, TEXAS

ENGINEER: GINN, INC. CONSULTING ENGINEERS

CONTRACTOR: ~~XII~~ PAVING CO*

APPLICATION FOR

PAYMENT NO. 10 and FINAL

ITEM NO.	DESCRIPTION	BID		BID TOTAL	FINAL PAY APPLICATION		FINAL RECAP OF QUANTITIES		
		QTY	UNIT		UNIT PRICE	AMOUNT	QTY TO DATE	AMOUNT TO DATE	QTY (+/-)

BELT LINE ROAD - MARSH LANE TO TOLLWAY									
104.1	SAWCUT EXIST PAVEMENT	4000	LF	\$2.00	\$8,000.00	3734.18	\$7,468.36	-265.82	(\$531.64)
104.2	REMOVE OLD PAVEMENT	1200	SY	\$10.00	\$12,000.00	1027.98	\$10,279.80	-172.02	(\$1,720.20)
110.1	ROADWAY EXCAVATION (DENSITY CONTROL)	100	CY	\$25.00	\$2,500.00	0	\$0.00	-100	(\$2,500.00)
360.1	10" REINF. CONCRETE PAVEMENT	1100	SY	\$50.00	\$55,000.00	1072.97	\$53,648.50	-27.03	(\$1,351.50)
360.4	6" INTEGRAL CONC. CURB	425	LF	\$2.00	\$850.00	595.78	\$1,191.56	170.78	\$341.56
360.5	6" DOWELED CURB AND GUTTER	280	LF	\$3.00	\$840.00	0	\$0.00	-280	(\$840.00)
530.1	CONCRETE SIDEWALK, 4" THICK	20	SY	\$25.00	\$500.00	34.3	\$857.50	14.3	\$357.50
591.0	IRRIGATION SYSTEM/LANDSCAPE REPAIR	1	LS	\$5,000.00	\$5,000.00	0	\$0.00	-1	(\$5,000.00)
674.1	4" TRAFFIC BUTTONS, WHITE NON-REFL	210	EA	\$4.00	\$840.00	147	\$588.00	-63	(\$252.00)
674.2	4" TRAFFIC BUTTONS, WHITE SINGLE-REFL	40	EA	\$7.00	\$280.00	23	\$161.00	-17	(\$119.00)
676.2	8" TRAFIC BUTTONS, WHITE P-18-1-U	15	EA	\$40.00	\$600.00	15	\$600.00	0	\$0.00
700.0	TRAFFIC LOOP DETECTORS/RE-SAW LOOPS	1	LS	\$9,000.00	\$9,000.00	1	\$9,000.00	0	\$0.00
	SUBTOTAL - BELT LINE ROAD				\$95,410.00		\$83,794.72		(\$11,615.28)
							88%		
QUORUM DRIVE - BELT LINE RD. SOUTH									
104.1	SAWCUT EXIST PAVEMENT	2200	LF	\$2.00	\$4,400.00	2200	\$4,400.00	0	\$0.00
104.2	REMOVE OLD PAVEMENT	2380	SY	\$6.00	\$14,280.00	1637.38	\$9,824.28	-742.62	(\$4,455.72)
110.1	ROADWAY EXCAVATION (DENSITY CONTROL)	400	CY	\$20.00	\$8,000.00	0	\$0.00	-400	(\$8,000.00)
260.1	LIME TREATMENT FOR MATERIALS IN PLACE	2150	SY	\$3.00	\$6,450.00	1832	\$5,496.00	-318	(\$954.00)
264.0	HYDRATED LIME - 6% BY WGT. - 27#/SY	32	TONS	\$85.00	\$2,720.00	24.73	\$2,102.05	-7.27	(\$617.95)
360.2	8" REINF. CONCRETE PAVEMENT	2150	SY	\$25.00	\$53,750.00	1726.04	\$43,151.00	-423.96	(\$10,599.00)
360.3	6" REINF. CONCRETE PAVEMENT	170	SY	\$25.00	\$4,250.00	255.11	\$6,377.75	85.11	\$2,127.75
360.4	6" INTEGRAL CONCRETE CURB	1000	LF	\$2.00	\$2,000.00	1006	\$2,012.00	6	\$12.00
674.1	4" TRAFFIC BUTTONS, WHITE NON-REFL	180	EA	\$4.00	\$720.00	180	\$720.00	0	\$0.00
674.2	4" TRAFFIC BUTTONS, WHITE SINGLE-REFL	40	EA	\$7.00	\$280.00	40	\$280.00	0	\$0.00
530.1	CONCRETE SIDEWALK - 4" THICK	65	SY	\$25.00	\$1,625.00	25	\$625.00	-40	(\$1,000.00)
700.0	TRAFFIC LOOP DETECTORS/RE-SAW LOOPS	1	LS	\$2,000.00	\$2,000.00	1	\$2,000.00	0	\$0.00
591.0	IRRIGATION SYSTEM / LANDSCAPE REPAIR	1	LS	\$1,000.00	\$1,000.00	1	\$1,000.00	0	\$0.00
	SUBTOTAL - QUORUM DRIVE				\$101,475.00		\$77,988.08		(\$23,486.92)
							77%		
QUORUM DRIVE / MILORED STREET									
104.1	SAWCUT EXIST PAVEMENT	460	LF	\$2.00	\$920.00	417.9	\$835.80	-42.1	(\$84.20)
104.2	REMOVE OLD PAVEMENT	75	SY	\$20.00	\$1,500.00	69.65	\$1,393.00	-5.35	(\$107.00)
110.1	ROADWAY EXCAVATION (DENSITY CONTROL)	210	CY	\$10.00	\$2,100.00	210	\$2,100.00	0	\$0.00
260.1	LIME TREATMENT FOR MATERIALS IN PLACE	425	SY	\$15.00	\$6,375.00	409	\$6,135.00	-16	(\$240.00)
264.0	HYDRATED LIME - 6% BY WGT. - 27#/SY	6	TONS	\$150.00	\$900.00	6	\$900.00	0	\$0.00
360.2	8" REINF. CONCRETE PAVEMENT	425	SY	\$40.00	\$17,000.00	379.7	\$15,188.00	-45.3	(\$1,812.00)
360.4	6" INTEGRAL CONCRETE CURB	280	LF	\$3.00	\$840.00	262	\$786.00	-18	(\$54.00)
591.0	IRRIGATION SYSTEM / LANDSCAPE REPAIR	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$0.00
674.1	4" TRAFFIC BUTTONS, WHITE NON-REFL	10	EA	\$4.00	\$40.00	0	\$0.00	-10	(\$40.00)
674.2	4" TRAFFIC BUTTONS, WHITE SINGLE-REFL	15	EA	\$7.00	\$105.00	9	\$63.00	-6	(\$42.00)
812.0	TU ELECTRIC LIGHT POLE RELOCATION	1	LS	\$3,000.00	\$3,000.00	1	\$3,000.00	0	\$0.00
800.0	CONCRETE PAVERS IN MEDIAN NOSE	1	LS	\$5,000.00	\$5,000.00	1	\$5,000.00	0	\$0.00
	SUBTOTAL - QUORUM/MILDRED				\$42,780.00		\$40,400.80		(\$2,379.20)
							94%		
ARAPAHO ROAD / SPECTRUM DRIVE									
104.1	SAWCUT EXIST PAVEMENT	1840	LF	\$2.00	\$3,680.00	1717.6	\$3,435.20	-122.4	(\$244.80)
104.2	REMOVE OLD PAVEMENT	1890	SY	\$6.00	\$11,340.00	1987.95	\$11,927.70	97.95	\$587.70
110.1	ROADWAY EXCAVATION (DENSITY CONTROL)	285	CY	\$10.00	\$2,850.00	0	\$0.00	-285	(\$2,850.00)
260.1	LIME TREATMENT FOR MATERIALS IN PLACE	1700	SY	\$4.00	\$6,800.00	1577.12	\$6,308.48	-122.88	(\$491.52)

264.0	HYDRATED LIME - 6% BY WGT. - 27#/SY	23	TONS	\$90.00	\$2,070.00	23.24	\$2,091.60	0.24	\$21.60
360.2	8" REINF. CONCRETE PAVEMENT	1700	SY	\$25.00	\$42,500.00	1524.3	\$38,107.50	-175.7	(\$4,392.50)
360.3	6" REINF. CONCRETE PAVEMENT	180	SY	\$25.00	\$4,500.00	50	\$3,750.00	-30	(\$750.00)
360.4	6" INTEGRAL CONCRETE CURB	835	LF	\$2.00	\$1,670.00	727.9	\$1,455.80	-107.1	(\$214.20)
674.1	4" TRAFFIC BUTTONS, WHITE NON-REFL	120	EA	\$4.00	\$480.00	153	\$612.00	33	\$132.00
674.2	4" TRAFFIC BUTTONS, WHITE SINGLE-REFL	25	EA	\$7.00	\$175.00	32	\$224.00	7	\$49.00
676.2	8" TRAFFIC BUTTONS P-18-1-U	10	EA	\$40.00	\$400.00	12	\$480.00	2	\$80.00
591.0	IRRIGATION SYSTEM / LANDSCAPE REPAIR	1	LS	\$100.00	\$100.00	1	\$100.00	0	\$0.00
592.0	8" PERFORATED DRAIN WITH FILTER FABRIC	1	LS	\$14,000.00	\$14,000.00	1	\$14,000.00	0	\$0.00
SUBTOTAL - ARAPAHO/SPECTRUM					\$90,565.00		\$82,492.28		(\$8,072.72)

91%

ADDISON ROAD									
104.1	SAWCUT EXIST PAVEMENT	920	LF	\$2.00	\$1,840.00	812	\$1,624.00	-108	(\$216.00)
104.2	REMOVE OLD PAVEMENT	1200	SY	\$6.00	\$7,200.00	1200	\$7,200.00	0	\$0.00
110.1	ROADWAY EXCAVATION (DENSITY CONTROL)	220	CY	\$10.00	\$2,200.00	196.75	\$1,967.50	-23.25	(\$232.50)
162.1	SOLID SODDING, COMPLETE	650	SY	\$3.00	\$1,950.00	308	\$924.00	-342	(\$1,026.00)
248.0	FLEX BASE, CRUSHED LIMESTONE	220	CY	\$45.00	\$9,900.00	196.75	\$8,853.75	-23.25	(\$1,046.25)
340.1	HMACP TYPE B PAVEMENT	210	TONS	\$42.00	\$8,820.00	192	\$8,064.00	-18	(\$756.00)
340.2	HMACP TYPE D PAVEMENT	210	TONS	\$42.00	\$8,820.00	192	\$8,064.00	-18	(\$756.00)
340.6	SEPARATE CONCRETE CURB AND GUTTER	825	LF	\$8.00	\$6,600.00	748	\$5,984.00	-77	(\$616.00)
591.0	IRRIGATION SYSTEM/LANDSCAPE REPAIR	1	LS	\$100.00	\$100.00	1	\$100.00	0	\$0.00
674.1	4" TRAFFIC BUTTONS, WHITE SINGLE-REFL	120	EA	\$4.00	\$480.00	105	\$420.00	-15	(\$60.00)
674.2	4" TRAFFIC BUTTONS, WHITE SINGLE-REFL	25	EA	\$7.00	\$175.00	21	\$147.00	-4	(\$28.00)
SUBTOTAL - ADDISON ROAD					\$48,085.00		\$43,348.25		(\$4,736.75)

90%

CODY DRAINAGE		1	LS	\$15,000.00	\$15,000.00	0	\$0.00	-1	(\$15,000.00)
MORMAN LANE DRAINAGE		1	LS	\$12,000.00	\$12,000.00	1	\$12,000.00	0	\$0.00
OAKS NORTH BRIDGE		1	LS	\$20,000.00	\$20,000.00	1	\$20,000.00	0	\$0.00

TOTAL PROJECT AMOUNT				\$425,315.00	\$360,024.13	(\$65,290.87)
CHANGE ORDERS AND FIELD CHANGES						
CHANGE ORDER NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
CHANGE ORDER NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
CHANGE ORDER NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
CHANGE ORDER NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CHANGE NO. 1 - PRECAST COLLARS	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
FIELD CHANGE NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CHANGE NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CHANGE NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CHANGE NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CHANGE NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CHANGE NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CHANGE NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
FIELD CHANGE NO.	1	LS	\$0.00	\$0.00	\$0.00	\$0.00
SUB-TOTAL "CHANGES"			\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
TOTAL CONTRACT AMOUNT				\$426,315.00	\$361,024.13	(\$64,290.87)

GROSS AMOUNT DUE THIS APPLICATION	\$361,024.13	85% OF ACTUAL
LESS 5% RETAINAGE	\$0.00	BID QUANTITIES
AMOUNT DUE TO DATE	\$361,024.13	FOR THIS
LESS PREVIOUS PAYMENTS	\$340,977.92	PROJECT
NET AMOUNT DUE THIS APPLICATION	20,046.21	

Application for Payment

PAYMENT REQUEST NO. TEN (10) AND FINAL SHEET 1 OF 9

FOR WORK COMPLETED THROUGH THE DATE OF: _____

PROJECT TITLE: 1990 MISCELLANEOUS PAVEMENT IMPROVEMENTS DATE: _____

LOCATION: ADDISON, TEXAS

DESCRIPTION: MISCELLANEOUS

OWNER/ENGINEER INFORMATION:

OWNER: TOWN OF ADDISON

ADDRESS: P.O. BOX 144

CITY/STATE: ADDISON, TEXAS 75001

CONTACT PERSON: GREG DUNHAM

PHONE NO.: 214-450-7037

ENGINEER: GINN, INC.,
CONSULTING ENGINEERS
ADDRESS: 17103 PRESTON ROAD,
SUITE #100 LB-118

CITY/STATE: DALLAS, TEXAS 75248

CONTACT PERSON: GABE FAVRE

PHONE NO.: (214) 248-4900

CONTRACTOR INFORMATION:

CONTRACTOR: XIT PAVING AND CONSTRUCTION

ADDRESS: P.O. BOX 475337

CITY/STATE: GARLAND, TEXAS 75047

CONTACT PERSON: JAMES MICHAEL BRIDGES

PHONE NO.: 214-289-5331

INSURANCE CO.: NOEL/GREAVES, INC.

ADDRESS: 3100 MONTICELLO, SUITE 300, LB 5

CITY/STATE: DALLAS, TEXAS 75205

BONDING AGENT: MILLERMAN & MILLERMAN

ADDRESS: P.O. BOX 515299

CITY/STATE: DALLAS, TEXAS 75251

CONTRACT NO.: _____ CONTRACT DATE: 4/17/90 PROJECT NO.: 90433

TOTAL ORIGINAL CONTRACT AMOUNT: \$ 425,315.00

TOTAL CHANGE ORDERS: 1 AMOUNT: \$ 0

TOTAL CONTRACT AMOUNT TO DATE: \$ 425,315.00

NOTICE TO PROCEED DATE: 6/4/90 COMPLETION TIME: 180 CALENDAR DAYS

CONTRACT COMPLETION DATE: NOVEMBER 30, 1990

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

Accompanying Documentation:

GROSS AMOUNT DUE.....	\$ 361,024.13
LESS 5% RETAINAGE.....	\$ 0.00
AMOUNT DUE TO DATE.....	\$ 361,024.13
LESS PREVIOUS PAYMENTS...	\$ 340,977.92
AMOUNT DUE THIS APPLICATION	\$ 20,046.21

REVIEWED BY: _____ DATE: _____

CHECKED BY: _____ DATE: _____

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 9 inclusive; and (2) title to all materials and 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 30 April, 1991

Subscribed and sworn before me this 30 day of April, 1991.

Notary Public: Lynda M. Warden

Commission Expires: 5-26-91

XIT PAVING & CONSTRUCTION, INC.
 CONTRACTOR
 By Lavonia M. Jodd

ENGINEER'S RECOMENDATION:

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

Dated May 6, 1991

Ginn + Case, Inc.
 ENGINEER
 By Chuck Fance
 Title Project Manager

OWNER'S APPROVAL:

Pay request received _____ by _____

Approved for payment on _____ day of _____, 19____.

By _____ OWNER TITLE _____