

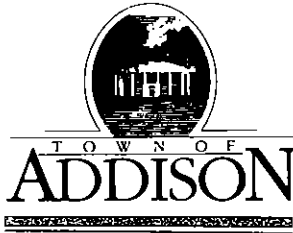
1

2002 Mildred Street

100

Oxford®

MINI D750 4/0



**STREET DEPARTMENT**

Post Office Box 144, Addison, Texas 75001

(214) 450-2841 FAX (214) 931-6643

16801 Westgrove

March 5, 1992

Mr. Rick Waters  
Centerline Constructors, Inc.  
4021 Benbrook Hwy.  
Ft. Worth, Texas 76116

Re: Mildred Street - Addison, Texas

Dear Mr. Waters:

Pursuant to our telephone conversation of February 27, 1992 the following items need corrected.

1. Complete clean-up of all construction areas in which your crews have made recent repairs. (See attached photos)
2. Repair or replacement of stop bar materials that are damaged and/or not bonded to the street surface.
3. Locate and provide access to the water valve currently under pavement. Following the requirements of Town of Addison, Ordinance No. 085-094.

Note: This list may not be all inclusive of items needing corrections and failure to include an item needing repair does not alter the obligation of the contractor to the Town of Addison or the maintenance bond.

Should you have any questions, please contact me at (214) 450-2847.

Sincerely,

*Bruce Ellis*

Bruce Ellis  
Inspector of Public Works

cc: Don Preece, Director of Utilities  
Robin Jones, Director of Streets  
John Baumgartner, Acting City Manager

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT C707

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 1991

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 C706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

Certified Copy

No. 11007

# SEABOARD SURETY COMPANY

ADMINISTRATIVE OFFICES, BEDMINSTER, NEW JERSEY

## POWER OF ATTORNEY

MINIMUM 0228

**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, 1991.

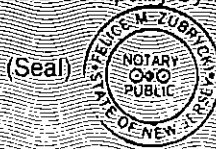


Attest:  
(Seal) *Jiana M. Stewart*  
Assistant Secretary

SEABOARD SURETY COMPANY  
By *Michael B. Keegan*  
Vice-President

STATE OF NEW JERSEY ss.  
COUNTY OF SOMERSET

On this 14th day of March, 1991, 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

*[Signature]*  
Notary Public

### C E R T I F I C A T E

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, 1991.



*Juana M. Curry*  
Assistant Secretary  
Form 957 (Rev. 1/84)

# TRANS-AMERICAN CONTRACTORS, INC.

1666 NORTH HAMPTON ROAD • SUITE 200 • DESOTO, TEXAS 75115 • (214) 228-3777

CERTIFIED MAIL RRR  
P 658 002 749

June 18, 1991

Centerline Construction Company  
3519 West Vickery  
Suite 203  
Fort Worth, Texas 76107

Via Fax  
Original by Mail

Reference: MILDRED STREET  
Addison, Texas

Subject: Topsoil

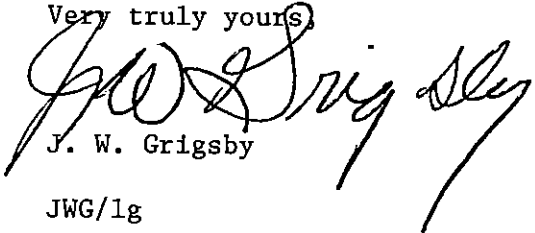
Gentlemen:

We have received your check in the amount of \$1,476.85 and a backcharge of \$1,780.02 which totals \$3,256.87 and is the final amount owed to our firm on the above referenced project.

The backcharge of \$1,780.02 is for topsoil work that was not part of our subcontract. Your subcontract on Attachment A excludes topsoil, except to stockpile any available topsoil. There was not any soil available that would be acceptable for topsoil on this project. We did haul you an amount that you requested at no charge from one of our other projects and dumped on site.

We will hold, uncashed, your check in the amount of \$1,476.85. If we are not in receipt of another check in the amount of \$1,780.02 by June 28, 1991, we have no choice but to turn this over to our company attorney for lawsuit.

Very truly yours,

  
J. W. Grigsby

JWG/lg

cc: City of Addison, Bonding Co.  
Scott E. Kurth, Attorney at Law

Attachments

SUBCONTRACTOR'S APPLICATION FOR PAYMENT, CERTIFICATION  
OF BILLS PAID AND WAIVER OF LIENS AND BOND CLAIMS

Prime Contractor: Centerline Constructors, Inc.      Application No. 3 (Final)

Subcontractor: Trans-American Contractors      Period Ending: May 31, 1991  
Address: 1666 N. Hampton Road, Suite 200  
Dallas, TX 75115

Project: Mildred Street, Addison

Original Subcontract Amount	\$ 15,975.00
Net Change by Approved Change Orders	\$ 0.00
Adjusted Subcontract Amount	\$ 15,975.00
Value of Work Completed To Date	\$ 14,194.98
Retainage	\$ 0.00
Total earned Less Retainage	\$ 14,194.98
Minus Previous Payments	\$ 12,718.13
Amount of This Application	\$ 1,476.85

1. I am the owner or duly authorized representative of the above captioned Subcontractor and have been authorized to make the following certifications to the Prime Contractor in connection with this Application for Payment.

2. I hereby certify that work covered by this Application for Payment has been completed in strict accordance with the Subcontract Agreement and that the amount of this Application is now due.

3. To induce the Prime Contractor to make the payment requested in this Application for Payment, I hereby make the following certifications: a) I certify that all materials, labor, equipment, supplies, and services incorporated by the Subcontractor into the Project, used by the Subcontractor in connection with the Project, or delivered to the Project as of the date of this Certification have been paid for in full, except as may be specifically described below; b) I certify that there are no unpaid debts, obligations or costs in connection with the Subcontractor's work upon the Project, except as described below; c) I hereby certify that the following list includes all labor, materials, equipment, services, and/or other costs incurred by or on behalf of Subcontract in connection with the Project as of the date of this certification; d) I certify that this instrument is made for the benefit of and may be relied upon by the owner, construction lender, and surety on any payment bond, as well as the Prime Contractor.

Person, firm or Corporation furnishing Labor, Materials, Services and/or Equipment	Total Amount of Contract, Materials Work or Services	*Amount of Materials Delivered, Work Performed or Services Provided To Date	*Amount Paid To Date	Amount Unpaid To Date
--	--	--	-------------------------	--------------------------

=====

=====

\*NOTE: Include all materials delivered, work performed or services provide, WHETHER OR NOT PAYMENT IS CURRENTLY DUE.

5. In consideration for the payment requested in this Application for Payment, the undersigned Subcontractor hereby releases all Mechanic's Lien Right, McGregor Act Bond Claims, Miller Act Bond Claims, equitable liens, and all other claims for payment arising out of labor, material, equipment, subcontract work, services, delays, extra work and/or changes, related to the subcontract work at the Project unless specifically listed below. Upon payment of the Subcontractor's Application for Payment, this instrument shall constitute a full release of all rights, claims and demands through the date of this Application, except as listed below:

Executed on this \_\_\_ day of \_\_\_\_\_, 1991.

SUBCONTRACTOR: Trans-American Contractors

By: *Rick Ratliff*

Name: RICK RATLIFF

Title: VICE PRES

Sworn to and subscribed before me, under my official hand and seal of office, on this \_\_\_ day of \_\_\_\_\_, 1991, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

A FALSE CERTIFICATION OF BILLS PAID ON WHICH PAYMENT IS MADE, IS A CRIMINAL OFFENSE UNDER TEXAS LAW. IT IS THE PRIME CONTRACTOR'S POLICY TO REFER ALL FALSE CERTIFICATIONS TO APPROPRIATE AUTHORITIES FOR PROSECUTION.

# SUBCONTRACT AGREEMENT

(Lump Sum)

CENTERLINE CONSTRUCTORS, INC.  
3519 West Vickery Blvd.  
Fort Worth, Texas 76107

\*\*\*\*\*

This Subcontract Agreement (herein called "Agreement") is made and entered into as of this 7th day of September, 19 90, by and between CENTERLINE CONSTRUCTORS, INC., (herein called "Contractor") and TRANS-AMERICAN CONTRACTORS, INC., 1666 N. Hampton Road, Suite 200, DeSoto, Texas 75115 (herein called "Subcontractor") to perform part of the Work on the following Project:

PROJECT: Reconstruction of Mildred Street

OWNER: City of Addison

## ARTICLE I SCOPE OF WORK

1.01. Subcontract Work. Subcontractor shall furnish all labor, materials, fuel, equipment, tools, machinery, and supplies; perform all work; obtain all necessary permits; and do all things necessary to complete the following part or parts of the General Contract in strict compliance with the Contract Documents described in provision 1.02. below, to-wit:

In Accordance With "Attachment A"

Such work shall be herein called "Subcontract Work".

### 1.02. Contract Documents.

(a) The Contract Documents shall include, in addition to this Subcontract Agreement, all documents reflecting the agreement between the Owner and the Contractor for the project, including, but not limited to the plans, specifications, general conditions, special conditions, addenda, performance bond, and payment bond.

(b) Subcontractor acknowledges that he has read the Contract Documents and is familiar with each and every part thereof affecting his Subcontract Work together with all related drawings, plans, and specifications, and all general conditions and special conditions incidental thereto. Subcontractor by examination has satisfied himself as to the nature and location of the Work; the character, quantity, and kinds of materials necessary; the kinds and quantity of equipment needed; and other local conditions or matters affecting compliance with the Contract Documents. Further, Subcontractor is familiar with the respective rights, powers, benefits and liabilities of the Contractor and the Owner under the Contract Documents and hereby agrees to comply with and perform all provisions thereof which are applicable to the Subcontract Work.

(c) Any provisions arising with respect to interpretation of the Contract Documents or any related drawings, plans, or specifications shall be submitted through the Contractor and the Subcontractor shall follow the Contractor's directions with respect to such matters.

(d) The Subcontractor agrees to be bound to the Contractor under this Agreement according to the same terms and conditions as the Contractor is bound to the Owner under the Contract Documents. The Subcontractor shall assume and perform all of



ATTACHMENT "A"

No.	Spec. No.	Description	Quantity	Unit	Bid	Extension
1	100.1,2,3	Prepare ROW	1.00	L.Sum	3,500.00	3,500.00
5	104.2	Remove Old Concrete or Asphalt Concrete	75	Sq. Yds.	10.00	750.00
6	110.0	Roadway Excavation Density Control	3,500	Cu. Yds.	3.35	11,725.00
Total Subcontract Amount:						15,975.00

These prices exclude the following:

- Testing
- engineering
- backfill of curbs
- sawing
- topsoil
- final blading for sell

Backfill material is to be left adjacent to curbs in the amounts necessary to complete backfill operations.

All available topsoil is to be stockpiled on the site for future use.

Material for temporary maintenance of traffic will be provided by Centerline for use in maintaining local access. Manipulation of material is to be by Trans American, while their forces are on-site, at no additional cost.

Any destruction of underground utilities due to negligence will be remedied by Trans American.

This subcontract is subject to all other provision of the General Contract.

the obligations and responsibilities of the Contractor under the Contract Documents, which pertain or relate to the scope of work in this Subcontract as described in Paragraph 1.01.

**ARTICLE II**  
**PERFORMANCE, PROSECUTION OF WORK, DAMAGES FOR DELAY**

2.01. **Time.** Time is of the essence to this Agreement. Subcontractor shall begin Work as soon as instructed by the Contractor and shall prosecute the Subcontractor Work promptly, efficiently and in a manner that will not cause delay in the progress of Contractor's work or other work performed on the Project by other subcontractors. ALL SUBCONTRACT WORK TO BE PERFORMED IN Twenty (20) CALENDAR DAYS.

2.02. **Performance Schedule.** Subcontractor shall provide Contractor with scheduling information and Subcontractor's proposed performance schedule in a form satisfactory to Contractor. Contractor may, from time to time as the Work progresses, reschedule the order of the Work to be performed by Subcontractor or otherwise revise Subcontractor's schedule. Subcontractor agrees to comply with such schedule revisions without any increase to the Subcontract Price for acceleration or delays.

2.03. **Performance Reports.** Subcontractor shall furnish periodic progress reports of Subcontract Work as may be required by Contractor; and shall attend periodic conferences at the job site to discuss progress.

2.04. **Damages for Delay.** Subcontractor shall be liable for any damages for delay sustained by Contractor caused directly or indirectly by Subcontractor, including, but not limited to, damages, liquidated or otherwise, for which Contractor is liable to Owner. Any such damages shall be deducted from payments due Subcontractor, and, if such damages exceed the amount of payments due, Subcontractor shall pay Contractor upon demand such excess damages due.

2.05. **Time Extensions.** Contractor shall not be liable to Subcontractor for delays to Subcontractor's Work caused by the act, neglect or default of the Owner or Owner's representative, or by reason of fire or other casualty, or on account of riots or strikes, or other combined actions of the workmen or others, or on account of any acts of God, or any other causes beyond the Contractor's control, or any circumstance caused or contributed to by any subcontractor or any other party performing a part of the Work; but, Contractor will cooperate with Subcontractor to enforce any just claim against the Owner or Owner's representative for delay. Contractor shall be reimbursed by Subcontractor for any expense, including attorney's fees, incurred in connection with any claims asserted at the request of Subcontractor. Should Subcontractor be delayed in his Work by Contractor, then Contractor shall owe Subcontractor therefor only an extension of time for completion equal to the delay caused, and then only if written claim for delay is made to Contractor within forty-eight (48) hours from the time of the beginning of the delay.

**ARTICLE III**  
**PRICE, PAYMENTS**

3.01. **Subcontract Price.** Contractor agrees to pay to Subcontractor the sum of Unit Prices on "Attachment A" Shall Govern (\$) for performance of the Subcontract Work hereunder, subject to adjustments for changes pursuant to Article IV, Changes.

3.02. **Monthly Progress Payments.**

(a) Subcontractor shall submit to the Contractor monthly applications for payment on the date specified by the Contractor to enable Contractor to include such amount in his application for payment to the Owner. Payments are made on the Contractor's valuations of Work performed by the Subcontractor, considering the schedule submitted by the Subcontractor of values of the various parts of the Work, aggregating the total sum of the Subcontract. In applying for payment, the Subcontractor shall submit a statement based upon this schedule. Application for payment made on account of materials not incorporated in the Work, but delivered and suitably stored at the site, shall include evidence of payment from suppliers and shall be in accordance with the terms and conditions of the Contract Documents. Applications for payment submitted by the 25th day of each month shall be processed by the Contractor. No Applications for Payment will be processed and no payments will be made unless Subcontractor has submitted a sworn statement certifying the name of all unpaid materialmen and sub-subcontractors. Contingent upon Contractor's receipt of payment for that month by the Owner, such Applications shall be paid after the expiration of the statutory period in which a laborer, materialman or subcontractor of the Subcontractor must provide notice of a claim to statutorily perfect a valid lien or bond claim. Applications for payment shall be accompanied by completed lien waivers and/or bills paid affidavit forms as may be required by Contractor or Owner.

(b) Retainage of ten percent (10%) of the sums due hereunder shall be withheld until completion and acceptance of all Work to be performed under this Agreement.

(c) In the event the Contractor believes any of the conditions listed below warrant such action, the Contractor may withhold from monthly progress payments due hereunder sums deemed necessary to protect the Contractor and Owner from any losses on account of: (i) Defective Work not remedied; (ii) Failure of the Subcontractor to pay bills for labor and/or materials furnished in connection with the Subcontract Work; (iii) Inability of Subcontractor to complete the Subcontract Work for the unpaid Subcontract balance; (iv) Failure of the Subcontractor to diligently prosecute the Subcontract Work such that damages for delay are likely; (v) Damages to another subcontractor; or (vi) Breach by the Subcontractor of any provision or obligation of this Subcontract.

(d) The Subcontractor agrees that any joint check payments to the Subcontractor and any of Subcontractor's materialmen or sub-subcontractors shall constitute payment for the full amount of such joint check to the Subcontractor under this Agreement.

(e) If the Contractor fails to make payments to the Subcontractor as herein provided for any cause not the fault of the Subcontractor, after receipt of payment by the Owner for the Subcontractor's Work, then the Subcontractor may, upon seven (7) days written notice to the Contractor, stop work without prejudice to any other remedy he may have.

3.03. Final Payment. Contractor's obligation to make final payment to Subcontractor is specifically contingent upon the following conditions, which are conditions precedent to final payment: (a) Submittal by the Subcontractor of an affidavit that all payrolls, bills for material and equipment, and other indebtedness connected with the Subcontractor's work, have been paid or otherwise satisfied; (b) submittal by the Subcontractor of lien waivers, or bond claim waivers on bonded projects, indicating that all of the Subcontractor's materialmen, laborers, and subcontractors have been fully paid and are waiving all statutory lien rights and releasing all bond claims; (c) consent of Surety to final payment, if required; (d) approval by the Owner, Architect, and Contractor of the Subcontractor's work; and (e) receipt by the Contractor of all payments related to the Subcontractor's work, including any retainage withheld by the Owner from the Contractor. Final payment shall constitute a waiver of all claims by the Subcontractor relating to the Subcontractor's work, but shall in no way relieve the Subcontractor of liability for the obligations for replacing faulty or defective work appearing after final payment.

**ARTICLE IV  
CHANGES**

4.01. The Subcontractor may be ordered by the Contractor, without invalidating this Subcontract, to make changes in the Subcontract Work within the general scope of this Subcontract consisting of additions, deletions or other revisions to the Subcontract Work. Subcontractor, prior to the commencement of such changed or revised work, shall promptly submit to the Contractor any claim for adjustment to the Subcontract Price or Performance Schedule because of such changed or revised work.

4.02. Subcontractor shall not be entitled to any extra compensation or additional performance time for any changed, revised, or extra work unless the Subcontractor has given the Contractor written notice of a claim for extra compensation within five (5) days from the beginning of the event for which claim is made; otherwise, such claims for extra compensation shall be deemed waived. Subcontractor shall not perform any changed, revised, or extra work unless prior to the performance of such work, either: (i) the Contractor and Subcontractor enter into a modification changing the Subcontract Price and/or Schedules; or (ii) the Contractor, after receiving the Subcontractor's claim, provides the Subcontractor notice to proceed with the changed, revised, or extra work absent such modification.

4.03. Notwithstanding anything contained herein to the contrary, if the work for which the Subcontractor claims extra compensation to be due is determined pursuant to the Contract Documents to be such that the Contractor is not entitled to additional compensation for such work from the Owner, the Contractor shall not be liable to the Subcontractor for any extra compensation for such work.

4.04. All Change Orders, Modifications, Claims for Adjustments, and Notices contemplated in this Article IV shall be in writing.

**ARTICLE V  
INSURANCE AND INDEMNITY**

5.01. Insurance.

(a) Prior to starting Work the Subcontractor shall procure and maintain in force Workers' Compensation Insurance, Employers Liability Insurance, Commercial General Liability Insurance with contractual coverage and Automobile Liability Insurance and such other insurance, to the extent required by the Contract Documents for the Subcontractor's Work. Unless otherwise provided in this Subcontract, the Subcontractor's Commercial General and Automobile Liability Insurance, as required by this provision shall be written for not less than limits of liability as follows:

(i) Commercial General Liability.

\$500,000.00	Each occurrence
\$500,000.00	General Aggregate
\$500,000.00	Products/Completed Operations Aggregate
\$500,000.00	Personal and Advertising Injury

(ii) Comprehensive Automobile Liability

\$500,000.00	Combined Single Limit <u>or</u>
\$250,000.00	Bodily Injury - Each Person
\$250,000.00	Bodily Injury - Each Occurrence
\$250,000.00	Property Damage - Each Occurrence

(iii) Subcontractor will provide original Accord Certificate of Insurance including Contractor as an Additional Insured under the Commercial General Liability Policy and a Waiver of Subrogation in favor of Contractor under the Worker's Compensation Policy.

(b) Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

(c) The foregoing policies shall contain a provision that coverages afforded under the policies will not be canceled or not renewed until at least thirty (30) days' prior written notice has been given to the Contractor. Certificates of Insurance acceptable to the Contractor shall be filed with the Contractor prior to the commencement of Work.

(d) The Contractor and Subcontractor waive all rights against each other, against the Owner, the Architect/Engineer, separate contractors, and all other subcontractors for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.

#### 5.02. Indemnification.

(a) To the fullest extent permitted by law, the Subcontractor agrees to indemnify and hold harmless the Contractor, the Owner, the Architect/Engineer and all of their agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance, or failure in performance, of the Subcontractor's Work under this Subcontract, whether or not any such claim, damage, loss or expense is caused in whole or in part by a negligent act or omission by the Contractor, its employees, representatives or agents. This indemnity shall include, but not be limited to, all claims, damages and losses which are: (i) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and (ii) caused in whole or in part by work performed by the Subcontractor or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether it is caused in whole or in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

(b) In any and all claims against the Contractor or any of his agents or employees by an employee of the Subcontractor, or anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Paragraph 5.02 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

(c) The obligations of the Subcontractor under this Paragraph 5.02 shall not extend to the liability of the Architect/Engineer, his agents or employees, arising out of: (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications; or (b) the giving of or failure to give directions or instructions by the Architect/Engineer, his agents or employees, providing such giving or failure to give is the primary cause of the injury or damage.

### ARTICLE VI PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

6.01. A Performance Bond and a Labor and Material Payment Bond in a form satisfactory to the Contractor shall be furnished in the full amount of this Agreement, if required by the Contractor. This obligation shall continue throughout the term of this Agreement and may be required at any time during the performance of Subcontractor's Work by a change under Article IV. This Subcontractor's bond will be furnished by an insurance company on the list of Acceptable Sureties by the Department of the Treasury within the limits stated thereon.

### ARTICLE VII WARRANTY

7.01. The Subcontractor warrants to the Owner or Contractor that all Subcontract Work shall be free from any and all defects due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established in the Contract Documents; and, if no such period be stipulated in the Contract Documents, then such guarantee shall be for a period of one year from date of completion and acceptance of the Project by the Owner. The Subcontractor further agrees to execute any special guarantees as provided by the terms of the Contract Documents, prior to final payment. The Subcontractor further warrants that all laborers, materialmen and subcontractors providing labor, equipment, or materials for the Subcontract Work will be paid such that neither the Owner, Contractor, or Owner's property will be subject to any claims, liens, or encumbrances.

### ARTICLE VIII TERMINATION

8.01. Should the Subcontractor fail at any time to supply a sufficient number of properly skilled workmen and sufficient materials and equipment of the proper quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail to promptly correct defective Work or fail in the performance of any of the agreements herein contained, the Contractor may, at his option, provide such labor, materials and equipment and to deduct the cost thereof, together with all loss or damage occasioned thereby, from any money then due or thereafter to become due to the Subcontractor under this Agreement.

8.02. If the Subcontractor at any time shall refuse or neglect to supply sufficient properly skilled workmen, or materials or equipment of the proper quality and quantity, or fail in any respect to prosecute Subcontractor's Work with promptness and diligence, or cause by any action or omission the stoppage or interference with the work of the Contractor or other subcontractors, or fail in performance of any of the covenants herein contained, or be unable to meet his debts as they mature, the Contractor may, at his option, at any time terminate the Subcontractor's employment by delivering written notice of termination to the Subcontractor. Thereafter, the Contractor may take possession of the plant and Work, materials, tools, appliances and equipment of the Subcontractor at the building site, and through himself or others provide labor, equipment and materials to prosecute Subcontractor's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including without restriction thereto all charges, expenses, losses, costs, damages, and attorney's fees, incurred as a result of the Subcontractor's failure to perform, from any money then due or thereafter to become due to the Subcontractor under this Agreement.

8.03. The Contractor may, at its option, at any time, terminate the whole or any part of this Agreement for the convenience of the Contractor. Subcontractor agrees that upon any such termination, the Subcontractor's sole remedy shall be payment of full value for all work properly performed, plus reasonable profit thereon, less all payments Subcontractor has previously received on account of such work performed. Subcontractor agrees to waive all claims for damages, including lost or anticipated profits, arising from or related to any such termination by Contractor.

8.04. If the Contractor so terminates the employment of the Subcontractor, the Subcontractor shall not be entitled to any further payments under this Agreement until Subcontractor's Work has been completed and accepted by the Owner, and payment has been received by the Contractor from any money then due or thereafter to become due to the Subcontractor under this Agreement.

#### ARTICLE IX CLAIMS

9.01. Arbitration. All claims, disputes and other matters in question arising out of or relating to this Subcontract or the breach thereof shall be decided by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then prevailing unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitration shall be final, and judgment may be entered upon in accordance with applicable law in any court having jurisdiction thereof.

9.02. Participation by Subcontractor. In the event the Contractor and Owner or others arbitrate or litigate matters relating to this Subcontract, it shall be the responsibility of the Subcontractor to prepare and present the Contractor's case, to the extent the proceedings are related to the Subcontractor's Work under this Agreement.

9.03. Subcontractor Bound by Award. Should the Contractor enter into arbitration or litigation with the Owner or others regarding matters relating to this Agreement, the Subcontractor shall be bound by the result of the arbitration or litigation to the same degree as the Contractor.

9.04. Continued Performance. The Subcontractor shall carry on Subcontractor's Work and maintain his progress during any arbitration or litigation proceedings.

#### ARTICLE X ADDITIONAL OBLIGATIONS OF PARTIES

10.01. Additional Obligations of Subcontractor. In addition to the other engagements of the Subcontractor hereunder, Subcontractor hereby agrees that Subcontractor shall:

- (a) Not discriminate against any employee or applicant for employment because of race, creed, color, age or national origin.
- (b) Pay for all materials and labor used in, or in connection with the performance of this Subcontract, throughout the period covered by previous payments received from the Contractor, and furnish satisfactory evidence when requested by the Contractor to verify compliance with this requirement.
- (c) Take necessary precautions to properly protect the finished work of other trades.
- (d) Keep the building and premises clean at all times of debris arising out of the operation of this Subcontract. The Subcontractor shall not be held responsible for unclean conditions caused by other contractors or subcontractors, unless otherwise provided for.
- (e) Not assign this Subcontract or any amounts due or to become due hereunder without the written consent of the Contractor; nor subcontract the whole of this Subcontract without the written consent of the Contractor; nor further subcontract portions of this Subcontract without written notification to the Contractor.
- (f) To promptly submit shop drawings and samples, as required, in order to carry on the Work efficiently and at a speed that will not cause delay in the progress of the Contractor's work on other branches of the work carried on by other subcontractors.
- (g) Comply with all Federal, State and local laws and ordinances applying to the building or structures and to comply and give adequate notices relating to the Work to the proper authorities and to secure and pay for all necessary licenses or permits to carry on the Work as described in the Contract Documents as applicable to this Subcontract.
- (h) Comply with Federal, State and local laws, Social Security laws and Unemployment Compensation laws and Worker's Compensation laws insofar as applicable to the performance of this Subcontract.
- (i) Perform all Work subject to the final approval of the Owner's authorized agent, and his decision in matters relating to artistic effect shall be final, if within the terms of the Contract Documents.
- (j) Provide sufficient, safe and proper facilities at all times for the inspection of the Work by the Contractor or his authorized representatives. Work not meeting the specifications or intent of the drawings shall be removed or rebuilt to conform to same at Subcontractor's expense.
- (k) Shall furnish all necessary liens, waivers, affidavits, or other documents which are required to keep Owner's premises free from liens or claims arising out of the furnishing of materials or equipment.
- (l) Comply with all safety regulations of the Federal, State, and municipal authorities, and particularly agrees to comply with all the requirements of the Occupational Safety and Health Act of 1970, and all regulations promulgated by the U.S. Department of Labor under the terms thereof.
- (m) Subcontractor shall maintain a qualified person approved of by Contractor on the job at all times.

10.02. Additional Obligations of Contractor. In addition the other engagements of the Contractor hereunder, Contractor hereby agrees that Contractor shall:

(a) Be bound to the Subcontractor by all the obligations that the Owner assumes to the Contractor under the Contract Documents and by all the provisions thereof affording remedies and redress to the Contractor from the Owner insofar as applicable to this Subcontract.

(b) Not issue or give any instructions, orders or directions directly to employees or workmen of the Subcontractor other than the persons designated as the Authorized Representative(s) of the Subcontractor.

ARTICLE XI  
MISCELLANEOUS

11.01. Notices. All notices required to be given under this Agreement shall be deemed delivered when deposited in the United States mail, first class postage prepaid, addressed to the recipient at:

Contractor:

CENTERLINE CONSTRUCTORS, INC.  
3619 West Vickery Blvd.  
Fort Worth, Texas 76107

Subcontractor:

TRANS-AMERICAN CONTRACTORS, INC.  
1666 N. Hampton Road, Suite 200  
DeSoto, Texas 75115

11.02. Entire Agreement. This Agreement contains the entire agreement of the parties. All prior agreements respecting the subject matter hereof are of no force or effect. All modifications to this Agreement shall be in writing signed by the parties.

11.03. Conflicts in Terms. In the event there is a conflict between the Contract Documents and any provisions of this Agreement, the terms of this Agreement shall govern.

11.04. Attorney's Fees. In the event either party is required to obtain the services of an attorney to enforce this Agreement, the prevailing party in addition to other remedies available shall be entitled to recover reasonable attorney's fees.

EXECUTED as of the date first written above.

CONTRACTOR:

CENTERLINE CONSTRUCTORS, INC.

BY: Barney C. Boydston

NAME: Barney C. Boydston

TITLE: Chief Estimator

SUBCONTRACTOR:

TRANS-AMERICAN CONTRACTORS, INC.

BY: [Signature]

NAME: EXD 1956

TITLE: [Signature]

(B:\sca-cent.doc)

**CENTERLINE CONSTRUCTORS, INC.**

3519 W. VICKERY, SUITE 203 PH. 817-732-0882  
FORT WORTH, TEXAS 76107

**FIDELITY BANK**  
OF  
**FORT WORTH**  
P.O. BOX 3388, FORT WORTH, TEXAS 76107

**6192**

June 18, 1991

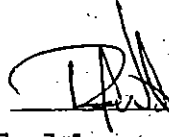
37-1480  
1119

PAY Fourteen Hundred and Seventy-Six and 85/100 DOLLARS \$ 1,476.85

TO  
THE  
ORDER  
OF

Trans-American Contractors  
1666 N. Hampton Road, Suite 200  
DeSoto, Texas 75115

CENTERLINE CONSTRUCTORS, INC.  
VOID AFTER 45 DAYS



⑈006192⑈ ⑆111914807⑆ 10 0362 3⑈

CENTERLINE CONSTRUCTORS, INC.

DETACH AND RETAIN THIS STATEMENT  
THE ATTACHED CHECK IS IN PAYMENT OF ITEMS DESCRIBED BELOW.  
IF NOT CORRECT, PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE FORM WVC-3 V-2

DATE	DESCRIPTION	AMOUNT
6/18/91	Final Payment - Job #187 - Mildred Street, Addison	\$1,476.85

Centerline Constructors, Inc.  
 3519 W. Vickery, Suite 203  
 Fort Worth, Texas 76107

TO: Trans-American Contractors  
 1666 N. Hampton Road, Suite 200  
 DeSoto, TX 75115

Invoice#: 187-3 Final  
 Date: 5-31-91  
 Our Job#: 187  
 Job Name: Mildred Street

Item No.	Item Desc.	Previous Quantity	Quantity To Date	Unit	Unit Price	Total Amount Due
100.1,2,&3	Prepare ROW	0.50	1.00	L.Sum	3,500.00	\$3,500.00
104.2	Remove Old Conc or Asph	75	75	Sq. Yds.	10.00	\$750.00
110.0	Roadway Exc Dens Cont	3,250	3,500	Cu. Yds.	3.35	\$11,725.00
Amount Completed:						\$15,975.00
Retainage 0.00%						\$0.00
Net Amount Due:						\$15,975.00
Less Previous Payment:						(\$12,718.13)
Less Backcharges:						(\$1,780.02)
Total Amount Due:						\$1,476.85

Backcharges:  
 See Attached \$1,780.02  
 -----  
 \$1,780.02



Remove and replace unacceptable topsoil

Labor			
4.0 men @	\$8.00 /hr	12.0 hours	\$384.00
	Labor Factor		\$192.00
Equipment			
1.0 Backhoe @	\$33.13 /hr	12.0 hours	\$397.50
Materials			
Topsoil			
			\$806.52
			-----
			\$1,780.02

# GINN & CASE, INC.

# CONSULTING ENGINEERS

May 21, 1991

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

Re: Mildred Street  
Fire Hydrant Relocation

Dear Mr. Baumgartner:

Pursuant to your request, we have re-examined the facts regarding the above referenced fire hydrant relocation. It remains our opinion that due diligence was followed and this matter could not have been foreseen without significant additional costs to the Town. The placement of fire hydrants to exact tolerances is rarely warranted. On this project, we do not feel this would have been a realistic requirement or a cost justifiable procedure. We do not believe this matter in any way represents an error or omission on the part of Ginn & Case, Inc. (Engineer) or Tri-Con Services, Inc. (Contractor).

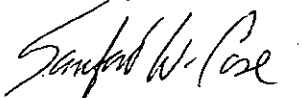
As for applicable codes, City standards do not specify any set distance behind the curb. AWWA standards recommend a minimum of two feet behind the curb. Most projects within the Town of Addison have the fire hydrant set back 4-5 feet behind the curb. Fire hydrants are rarely relocated in order to to be removed from sidewalks. Many sidewalks within the Town currently have fire hydrants in them.

We regret that this particular fire hydrant has caused so much concern, however; the factors previously discussed in our April 12, 1991 letter along with the potential cost to verify placement, in our opinion, justify our methodology used on this project.

As we have previously stated, the fire hydrant was relocated at the request of the Town's representatives for aesthetic reasons only. Therefore, we again recommend that the Town make payment to Tri-Con Services, Inc. in the amount of \$1,275.00 for the relocation of the hydrant.

Should you have any further questions regarding this matter, please feel free to contact our office.

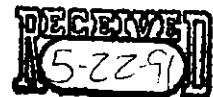
Sincerely,

  
Sanford W. Case, P.E.

cc: Don Preece

Gabe Favre

File 439



# 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.

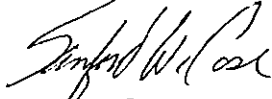
Also enclosed are the project close-out submittals and other items of correspondence and project supporting documents for your information and use in making the decision to accept the project and make final payment. The submittal includes: 1) Executive Summary; 2) Summary of Change Orders; 3) Final recap 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



**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

**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> days or date
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> days
Contract Price prior to this Change Order \$ <u>597,479.05</u>	Contract Time Prior to this Change Order <u>120</u> days or date
Net <del>increase</del> (decrease) of this Change Order \$ <u>1,294.45</u>	Net Increase (decrease) of this Change Order <u>-0-</u> days
Contract Price with all approved Change Orders \$ <u>596,184.60</u>	Contract Time with all approved Change Orders <u>120</u> days or date

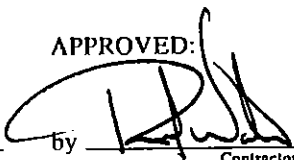
RECOMMENDED:

by   
 Engineer

APPROVED:

by \_\_\_\_\_  
 Owner  
 Town of Addison

APPROVED:

by   
 Contractor  
 Centerline Constructors, Inc.

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

**GINN & CASE, INC.**

**CONSULTING ENGINEERS**

May 17, 1991

Mr. Rick Waters  
Centerline Constructors, Inc.  
P.O. Box 11721  
Ft. Worth, TX 76110

*File* Re: Mildred Street Improvements

Dear Mr. Waters:

This is to notify you that the "stop bars" on the Mildred Street project are beginning to peel off already in places. Please have this corrected immediately.

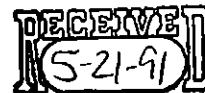
Sincerely,



Gabe Favre

GF/dsp

cc: John Baumgartner, P.E.  
Slade Strickland  
Robin Jones  
Don Preece  
File 439



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

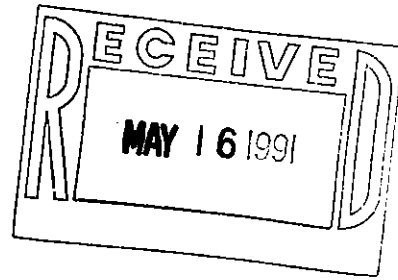
My commission expires: 7/27/92

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

**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.

Richard Waters  
President

APPLICATION FOR PAYMENT

City

REV. D  
PAYMENT REQUEST NO. Six (6) FINAL BILLING SHEET 1 OF 4  
FOR WORK COMPLETED 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:	CONTRACTOR INFORMATION:
OWNER: TOWN OF ADDISON	CONTRACTOR: CENTERLINE CONSTRUCTORS
ADDRESS: P.O. BOX 144	ADDRESS: P.O. BOX 11721
CITY/STATE: ADDISON, TX. 75001	CITY/STATE: FT. WORTH, TEXAS 76110
CONTACT PERSON: SLADE STRICKLAND	CONTACT PERSON: BARNEY BOYDSTON
PHONE NO.: 214-450-2869	PHONE NO.: 817-732-0882
ENGINEER: GINN, INC. - ENGINEERS	INSURANCE CO: SEABOARD SURETY CO.
ADDRESS: 17103 PRESTON RD., #100	ADDRESS: 5750 PINELAND
CITY/STATE: DALLAS, TX. 75248	CITY/STATE: DALLAS, TEXAS
CONTACT PERSON: GABE FAVRE	BONDING AGENT: STEVEN B. SIDONS
PHONE NO.: 214-248-4900	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"/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 - Sdwlk 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: GR DATE: 5/20/91

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  
Subscribed Before Me This Date, May 17, 1991

CENTERLINE CONSTRUCTORS, INC.

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: \_\_\_\_\_

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

LETTER OF TRANSMITTAL

(214) 248-4900

TO TOWN OF ADDISON

DATE	MAY 20, 1991	JOB NO.	439
ATTENTION	MR. JOHN BAUMGARTNER, P.E.		
RE:	MILDRED ST.		

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	5/20/91	3	Change Order, No. 3 Cost overruns/underruns.

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 Please sign and return 4 to our office for further distribution.

*Thank you,*

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

SIGNED: *[Signature]*

**CHANGE ORDER**

(Instructions on reverse side)

N 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:

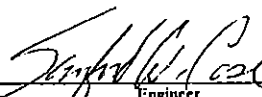
Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ <u>590,171.55</u>	Original Contract Time <u>120</u> days or date
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> days
Contract Price prior to this Change Order \$ <u>597,479.05</u>	Contract Time Prior to this Change Order <u>120</u> days or date
Net <del>increase</del> (decrease) of this Change Order \$ <u>1,294.45</u>	Net Increase (decrease) of this Change Order <u>-0-</u> days
Contract Price with all approved Change Orders \$ <u>596,184.60</u>	Contract Time with all approved Change Orders <u>120</u> days or date


RECOMMENDED:

APPROVED:

APPROVED:

by   
 Engineer

by \_\_\_\_\_  
 Owner  
 Town of Addison

by   
 Contractor

Centerline Constructors, Inc.

EJCDC No. 1910-8-B (1983 Edition)

**CHANGE ORDER**

(Instructions on reverse side)

N 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> days or date
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> days
Contract Price prior to this Change Order \$ <u>597,479.05</u>	Contract Time Prior to this Change Order <u>120</u> days or date
Net <del>increase</del> (decrease) of this Change Order \$ <u>1,294.45</u>	Net Increase (decrease) of this Change Order <u>-0-</u> days
Contract Price with all approved Change Orders \$ <u>596,184.60</u>	Contract Time with all approved Change Orders <u>120</u> days or date

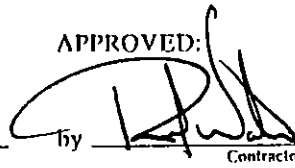
RECOMMENDED:

APPROVED:

APPROVED:

by   
 Engineer

by \_\_\_\_\_  
 Owner

by   
 Contractor

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

Town of Addison

Centerline Constructors, Inc.

**CHANGE ORDER**

(Instructions on reverse side)

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 <del>increase</del> (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

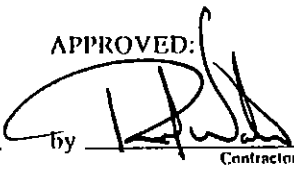
Ginn & Case, Inc.  
 EJCDC No. 1910-8-B (1983 Edition)

APPROVED:

by \_\_\_\_\_  
Owner

Town of Addison

APPROVED:

by   
Contractor

Centerline Constructors, Inc.

**CHANGE ORDER**

(Instructions on reverse side)

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 <del>increase</del> (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:

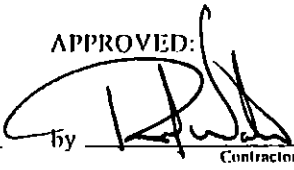
by   
Engineer

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

APPROVED:

by \_\_\_\_\_  
Owner  
 Town of Addison

APPROVED:

by   
Contractor

Centerline Constructors, Inc.

# CHANGE ORDER

(Instructions on reverse side)

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 <del>increase</del> (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:

APPROVED:

APPROVED:

by   
Engineer

by \_\_\_\_\_  
Owner  
 Town of Addison

by   
Contractor

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

Centerline Constructors, Inc.



**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

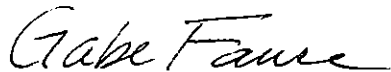
Re: Mildred Street Improvements

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.

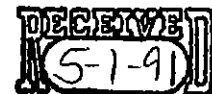
Sincerely,



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



# TRANS-AMERICAN CONTRACTORS, INC.

*File  
re: Mildred*

1666 NORTH HAMPTON ROAD • SUITE 200 • DESOTO, TEXAS 75115 • (214) 228-3777

April 12, 1991

Centerline Construction Co.  
3519 W. Vickery  
Suite 203  
Fort Worth, Texas 76107

CERTIFIED MAIL NO.  
P 658 002 740 - RRR

Seaboard Surety  
5750 Pineland Rd.  
Suite 304  
Dallas, Texas 75231-5366

CERTIFIED MAIL NO.  
P 658 002 741 - RRR

Re: MILDRED STREET, ADDISON, TEXAS

Gentlemen:

Notice is hereby given that Trans-American Contractors, Inc., the undersigned, has a claim in the amount of Approximately Nineteen hundred (Based on original quantities) dollars (\$ Approximately \$1,900.00) for labor performed and/or materials delivered during the month of December & January, 1990/91.

Said work and/or materials were performed and/or delivered at the request and instance of and furnished to Centerline Construction Co. and consisted of the following:  
General Excavation as per Contract

The said work was performed and/or materials delivered on Mildred Street

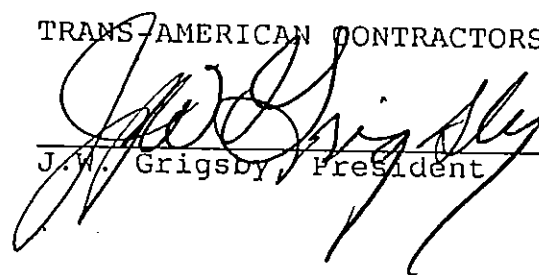
An itemization of the claim above made is attached hereto. Also attached hereto are copies of invoices and orders which identify the labor performed and materials delivered, the description of the job and destination of delivery.

The above claim is just and correct, and all lawful offsets, payments and credits known to the undersigned claimant have been allowed.

This notice is sent in compliance with Article 5160(B) of the Revised Civil Statutes of Texas.

TRANS-AMERICAN CONTRACTORS, INC.:

By: J.W. Grigsby, President



JWG/ds  
Attachment

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority on this day personally appeared J.W. GRIGSBY, who, after being by me duly sworn acknowledged to me that he had prepared the foregoing notice and exhibits attached thereto and that the statements contained therein are true and correct; that he is the President of Trans-American Contractors, Inc. and has made this affidavit with full authority in the premises.

By: *J.W. Grigsby*  
J.W. GRIGSBY,

SUBSCRIBED AND SWORN TO BEFORE ME this 15 day of April, 1991.



*Den Ely*  
NOTARY PUBLIC, State of Texas  
Commission Expires: \_\_\_\_\_

Typed or Printed Name of Notary  
\_\_\_\_\_

# 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 5<sup>th</sup> 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

**MILDRED STREET IMPROVEMENTS - TOWN OF ADDISON**  
TIME JUSTIFICATION FOR MONTH OF MARCH, 1991 FC GABE FAVRE

✓  
MAR 1 - 6 hours (inspect)...inspected concrete pours of drop off area and driveways along Mildred Street.

✓  
MAR 4 - 1.5 hours (admin) 0.5 hours (inspect)...measurements for pay application no. 5 to verify quantities... phone calls to/from contractor regarding work progress...site visit to determine what work was being done.

MAR 5 - 6 hours (admin)...rechecking quantities for pay application...disagreement with contractor on amount that could be placed on pay application...had to research numbers and quantities, make some field measurements, etc.

✓  
MAR 6 - 2.5 hours (admin) 0.5 hours (inspect)...process pay application number 5...enter numbers in computer for final reconciliation...letters, copies, etc...site visit to determine what work is being done.

✓  
MAR 7 - 0.5 hours (inspect)...site visit...talked to Russell of Cunningham Architects regarding building alignment problem supposedly caused by our contractor, trying to determine what exactly was the problem.

MAR 12 - 0.5 hours (admin)...discussed over phone, with contractor, miscellaneous details regarding the sidewalk construction...joints, sand vs. lime material for base, testing required...P.P. guy wire removal near Addison Road...F.H. at east drive in way of walk construction.

MAR 13 - 3 hours (admin)...review diary and time sheets to determine and list specific time justification for month of February...per request of City Engineer.

MAR 14- 2.5 hours (admin)...discussed with contractor requirements for densities for sidewalk base material...reviewed construction plans for walks, joints, and location...reviewed density reports and contacted lab for results...visited with Cunningham regarding the walk that their contractor poured in vicinity of drop off area...non-radial joints and finish...discussed with contractor the sealing of the concrete joints on the project...discussed with contractor the location and limits of the concrete pours to be made for next few days.

✓  
MAR 15 - 3 hours (admin) 2 hours (inspect)...status report of project as of this date...discussions with contractor schedule for next week...site visit to determine status of work...inspected forms, steel etc. for sidewalks to be poured today...inspection of concrete poured today.

✓  
MAR 18 - 2 hours (admin) 1 hour (inspect)...contacted Tri-Con about moving fire hydrant that is in the way of concrete walk...discussed with contractor alternatives in regards to moving the fire hydrant, and the irrigation valve box...discussed

**MILDRED STREET IMPROVEMENTS - TOWN OF ADDISON**

TIME JUSTIFICATION FOR MONTH OF MARCH, 1991 FOR GABE FAVRE

with Slade Strickland the proposed location of the valve box and the rye grass vs. bermuda grass specifications. Inspected steel for concrete walks poured today...witnessed concrete pour today.

MAR 19 - 2 hours (admin) 2 hours (inspect)...discussed with contractor location of joints and finish work that was not satisfactory...discussed inlet construction...discussed with contractor the drive to the east parking area and need for it to be extended 5' more than where it was now...inspected forms, steel and witnessed concrete pours of walks today.

MAR 20 - 0.5 hour (admin) 1.5 hour (inspect)...reviewed two inlets poured yesterday and invert poured today...had sub remove almost all the grout they poured earlier...reviewed forms where it connects to Quorum for conformity...inspected inlet steel and throat construction...witness concrete pours today.

MAR 22 - 1 hour (inspect)...inspected inlet tops of three inlets along north side of Mildred.

MAR 25 - 1.5 hour (admin) 1 hour (inspect)...review density reports and correlate with specifications...inspected inlet throats and remainder of curbs to be poured.

MAR 26 - 1 hour (admin) 0.5 (inspect)...phone call, Slade Strickland, discussing cleanup at Broadway and Julian...contacting contractor regarding status of remaining work to be done...inspected sealing of joints today.

MAR 27 - 2 hours (admin)...met with Tri-Con on site to discuss relocation of fire hydrant...phone calls to and from Slade regarding the fire hydrant location, etc.

MAR 28 - 2 hours (admin)...field meeting with Slade and John Baumgartner (15 minutes)...discussed location of fire hydrant, valve, parking on Mildred and Julian by contractors, scaffolding in drop-off area, general clean-up procedures, providing bermuda grass in lieu of rye grass and other miscellaneous items...contacted contractor about the discussions held with city personnel...discussed sealant specs with contractor.

MAR 29 - 2 hours (admin) 3 hours (inspect)...reviewing brick pavers construction on project...Slade on site as well as Bruce Ellis to witness work ongoing...discussed with Cadence need to remove scaffolding bracing in area of drop-off...discussed with contractor need to construct temporary drive for plays this weekend...witnessed brick pavers installation various times during the day along with continued sealing of the joints.

Mildred Street  
file



**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

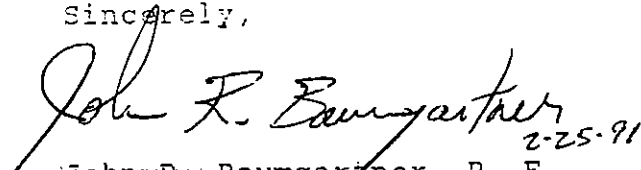
RE: Invoice 1011 - Mildred Street Improvements  
Item 260 Resolving Benchmark/Grades Dispute

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,

  
John R. Baumgartner, P. E.  
City Engineer  
2-25-91

JRB/rp



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

LETTER OF TRANSMITTAL

(214) 248-4900

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

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

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     Approved as submitted     Resubmit \_\_\_\_\_ copies for approval  
 For your use     Approved as noted     Submit \_\_\_\_\_ copies for distribution  
 As requested     Returned for corrections     Return 4 corrected prints  
 For review and comment     \_\_\_\_\_  
 FOR BIDS DUE \_\_\_\_\_ 19 \_\_\_\_\_     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 Whitbread    Randy Moravec    Sanford Case  
 Robin Jones    Centerline Constructors    File 439  
 COPY TO Don Preece    HW Ginn

SIGNED: Gabe Tamm

**CHANGE ORDER**

(Instructions on reverse side)

a. Two (2)

PROJECT: Mildred Street Improvements

DATE OF ISSUANCE: February 11, 1991

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

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

OWNER's Project No. \_\_\_\_\_

ENGINEER: Ginn & Case, Inc.

CONTRACT FOR: Construction of Mildred Street  
 from Addison Rd. to Quorum Dr.

ENGINEER's Project No. 439

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

Description: Place additional square yardage of 2" thick HMA CP in alley behind Broadway Street from Julian Street west to Addison Road.

Purpose of Change Order: To repair damaged pavement (damaged prior to this construction) to blend and match proposed pavement replacement due to construction by this contract.

Attachments: (List documents supporting change) Field investigation/agreement by Robin Jones. Verbal okay to proceed based upon field observation.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price \$ <u>590,171.55</u>	Original Contract Time <u>120</u> days or date
Previous Change Orders No. <u>1</u> to No. _____ \$ <u>4,232.50</u>	Net change from previous Change Orders <u>-0-</u> days
Contract Price prior to this Change Order \$ <u>594,404.05</u>	Contract Time Prior to this Change Order <u>120</u> days or date
Net Increase (decrease) of this Change Order \$ <u>2,500.00</u>	Net Increase (decrease) of this Change Order <u>-0-</u> days
Contract Price with all approved Change Orders \$ <u>596,904.05</u>	Contract Time with all approved Change Orders <u>120</u> days or date

RECOMMENDED:

APPROVED:

APPROVED:

by [Signature] 2/11/91  
 Ginn & Case, Inc.  
Engineer

by [Signature]  
 Town of Addison  
Owner

by [Signature]  
 Centerline Constructors, Inc.  
Contractor

EJCDC No. 1910-8-B (1983 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by The Associated General Contractors of America.

# GINN, INC.

# CONSULTING ENGINEERS

October 1, 1990

Mr. Greg Pynes  
Town of Addison  
P.O. Box 144  
Addison, TX 75001

Re: Mildred Street Improvements  
Change Order No. 1

Dear Mr. Pynes:

Enclosed are six copies of Proposed Change Order No. 1 for the above referenced project. Please have all six executed and return four copies to us for further processing. Please keep two copies for your files.

Should you have any questions, please contact us.

Sincerely,



Gabe Favre

GF/dsp

cc: Ron Whitehead, City Manager  
Robin Jones  
Don Preece  
Slade Strickland  
Randy Moravec  
Centerline Constructors, Inc.  
H. Wayne Ginn, P.E.  
J.R. Richardson  
File 439

MILDRED STREET IMPROVEMENTS  
 PRECONSTRUCTION MEETING  
 September 21, 1990

NAME

REPRESENTING

PHONE NUMBER

Gabe Favre

Ginn, Inc.

248-4900

SANFORD CASE

GINN, INC.

248-4900

JEANNE Hooker

LONG STAR GAS

931-9054

TOM PARNIASH

LONG STAR GAS

380-5738

SLADE STRICKLAND

TOWN OF ADDISON

450-2869

Jing Key

TR. don service

475-5207

Barney Boydston

Centerline Constructors

817-732-0882

RICK WATERS

CENTERLINE CONSTRUCTORS

817-732-0882

DON PREECE

Town of Addison

450-2829

B. McLEOD

Dallas Hites Assoc.

748-5791

David Minton

ACT

934-1954

Chris Hodges

ACT

"

Craig Morris

CADENCE GROUP

717-5658

GREG PYRES

Town of Addison

450-7035

Gregory Reed

Town of Addison

450-7035

RUSSELL BUCHANAN

CUNNINGHAM ARCH.

855-5272

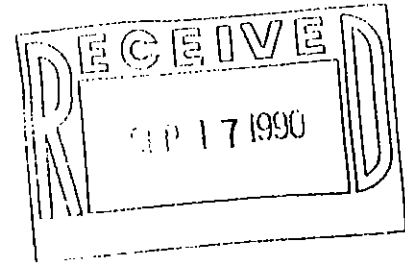
G.M. CUNNINGHAM

" "

" "



Centerline Constructors, Inc.  
3519 W. Vickery, Suite 203  
Fort Worth, Texas 76107  
(817) 732-0882



September 14, 1990

Town of Addison  
c/o Ginn, Inc.  
17103 Preston Road, Suite 100  
Dallas, TX 75248

Attn: Mr. Gabe Favre, P.E.

Re: Mildred Street Improvements, Addison

Gentlemen:

As requested in your letter dated September 10, we are furnishing you with unit prices for added work on the referenced project. We propose the following:

1 Approx.	1,150 Lin. Ft.	-2" PVC Conduit, 24" Deep, Including Sweeps, & Ells @ \$3.35 per L.F. = \$3,852.50
2 Approx.	2 Each	-Pull Boxes, Addison Standard @ \$190.00 per Ea. = \$380.00
		Total Amount Added: \$4,232.50

Please sign, date, and return one copy of this letter to indicate your acceptance or provide some written record so that we can plan our work.

If there are questions, or if I can be of assistance, please call me.

Sincerely,

*Barney C. Boydston*  
Barney C. Boydston

Town of Addison  
by: Ginn, Inc.

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

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

BCB/mc

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 CONSTRUCTION~~

MILDRED STREET IMPROVEMENTS

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

ITEM NO.	DESCRIPTION	BID QTY	UNIT	BID UNIT PRICE	BID TOTAL AMOUNT	QTY TO		AMOUNT		QTY OVER(UNDER)	OVER(UNDER) TOTAL AMOUNT
						DATE	TO DATE	+	-		
100.1	PREPARE RIGHT-OF-WAY (65')	6.55	STA	\$1,300.00	\$8,515.00	6.55	\$8,515.00	0	\$0.00	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	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	0	\$0.00
104.1	SAM-CUT FULL DEPTH ASPHALT/CONC PAVEMENT	240	LF	\$4.50	\$1,080.00	240	\$1,080.00	0	\$0.00	0	\$0.00
104.2	REMOVE OLD CONCRETE/ASPHALT PAVEMENT	75	SY	\$11.00	\$825.00	75	\$825.00	0	\$0.00	0	\$0.00
110.0	ROADWAY EXCAVATION (DENSITY CONTROL)	3500	CY	\$3.75	\$13,125.00	3500	\$13,125.00	0	\$0.00	0	\$0.00
160.0	FURNISHING & PLACING TOPSOIL/RYE GRASS	2800	SY	\$1.50	\$4,200.00	2800	\$4,200.00	0	\$0.00	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)	0	\$0.00
260.0	LIME TREATMENT FOR MATERIALS IN PLACE	4500	SY	\$2.30	\$10,350.00	4500	\$10,350.00	0	\$0.00	0	\$0.00
262.0	LIME TREATMENT FOR BASE COURSE	2650	SY	\$2.30	\$6,095.00	2755	\$6,336.50	105	\$241.50	0	\$0.00
264.0	HYDRATED LIME, TY A, 6% BY WGT.-274/SY	160	TONS	\$81.00	\$8,100.00	100	\$8,100.00	0	\$0.00	0	\$0.00
340.0	6" THICK TYPE "O" HMA/PC PAVEMENT	150	SY	\$22.00	\$3,300.00	130	\$2,860.00	-20	(\$440.00)	0	\$0.00
360.1	8" THICK REINF CONC PAVEMENT, CLASS C	6000	SY	\$17.95	\$107,700.00	6102	\$109,530.90	102	\$1,830.90	0	\$0.00
360.2	6" THICK REINF CONC PAVEMENT, CLASS C	835	SY	\$18.00	\$15,030.00	760	\$13,680.00	-75	(\$1,350.00)	0	\$0.00
360.3	CONCRETE STREET HEADER	37	LF	\$4.75	\$175.75	37	\$175.75	0	\$0.00	0	\$0.00
400.0	TRENCH SAFETY FOR STORM DRAINAGE LINES	1	LS	\$550.00	\$550.00	1	\$550.00	0	\$0.00	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	0	\$0.00
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	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	0	\$0.00
470.1	10" STANDARD CURB INLET	5	EA	\$3,800.00	\$19,000.00	5	\$19,000.00	0	\$0.00	0	\$0.00
470.2	10" MODIFIED CURB INLET	5	EA	\$4,000.00	\$20,000.00	5	\$20,000.00	0	\$0.00	0	\$0.00
479.1	ADJUST EXISTING MANHOLE	2	EA	\$450.00	\$900.00	2	\$900.00	0	\$0.00	0	\$0.00
500.0	MOBILIZATION	1	LS	\$30,000.00	\$30,000.00	1	\$30,000.00	0	\$0.00	0	\$0.00
530.1	CONCRETE CURB AND GUTTER	2100	LF	\$1.35	\$2,835.00	2097	\$2,830.95	-3	(\$4.05)	0	\$0.00
530.2	CONCRETE SIDEWALK, 4" THICK	730	SY	\$21.15	\$15,439.50	688	\$14,551.20	-42	(\$888.30)	0	\$0.00
530.3	CONCRETE DRIVEWAYS, 6" THICK	140	SY	\$20.50	\$2,870.00	142	\$2,911.00	2	\$41.00	0	\$0.00
530.4	BRICK PAVERS	840	SY	\$35.00	\$29,400.00	760	\$26,600.00	-80	(\$2,800.00)	0	\$0.00
582.1	ADJUST EXIST WATER VALVE	1	EA	\$75.00	\$75.00	1	\$75.00	0	\$0.00	0	\$0.00
582.2	RELOCATE EXIST WATER METER	1	EA	\$350.00	\$350.00	1	\$350.00	0	\$0.00	0	\$0.00
582.3	LOWER 24" PCCP WATER LINE	80	LF	\$265.00	\$21,200.00	80	\$21,200.00	0	\$0.00	0	\$0.00
618.1	2"/4" ELECTRICAL CONDUIT	425	LF	\$5.50	\$2,337.50	433	\$2,381.50	8	\$44.00	0	\$0.00
618.2	2" IRRIGATION CONDUIT	40	LF	\$7.00	\$280.00	40	\$280.00	0	\$0.00	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	0	\$0.00
676.1	TRAFFIC BUTTONS P-7M, WHITE, NON-REFLECT	108	EA	\$3.00	\$324.00	108	\$324.00	0	\$0.00	0	\$0.00
676.2	TRAFFIC BUTTONS P-15M, WHITE SINGLE-REFL	108	EA	\$4.70	\$507.60	108	\$507.60	0	\$0.00	0	\$0.00
676.3	TRAFFIC BUTTONS P-117V, YELLOW, DBLE REF	152	EA	\$6.10	\$927.20	152	\$927.20	0	\$0.00	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)	0	\$0.00
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	0	\$0.00
465.3	12" DIAM PVC, DR35 SANITARY SEWER 6'-8'	1070	LF	\$28.00	\$29,960.00	1051	\$29,428.00	-19	(\$532.00)	0	\$0.00
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)	0	\$0.00
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	0	\$0.00
465.6	14" DIAM PVC, DR35 SANITARY SEWER 8'-10'	100	LF	\$31.50	\$3,150.00	97	\$3,055.50	-3	(\$94.50)	0	\$0.00
465.7	16" DIAM PVC, DR35 SANITARY SEWER 8'-10'	60	LF	\$53.00	\$3,180.00	60	\$3,180.00	0	\$0.00	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	0	\$0.00
470.4	SANITARY SEWER MANHOLE 8'-10' DEEP	4	EA	\$2,200.00	\$8,800.00	4	\$8,800.00	0	\$0.00	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)	0	\$0.00
472.0	RELAYING CULVERT PIPE	160	LF	\$19.00	\$3,040.00	131	\$2,489.00	-29	(\$551.00)	0	\$0.00
400.1	TRENCH SAFETY FOR SANITARY SEWER LINES	1	LS	\$550.00	\$550.00	1	\$550.00	0	\$0.00	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					\$4,232.50	\$4,232.50	\$4,232.50	0	\$0.00		
CHANGE ORDER NO. 2 - ADDITIONAL ASPHALT					\$2,500.00	\$2,500.00	\$2,500.00	0	\$0.00		
CHANGE ORDER NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
CHANGE ORDER NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO. 1 - SLEEVE & RELOC. M.M					\$575.00	\$575.00	\$575.00	0	\$0.00		
FIELD CHANGE NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO.					\$0.00	\$0.00	\$0.00	-1	\$0.00		
FIELD CHANGE NO.					\$0.00	\$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 AMOUNT FOR THIS PROJECT INCLUDING CHANGE ORDERS		
LESS 0% RETAINAGE							\$0.00				
AMOUNT DUE TO DATE							\$596,184.60				
LESS PREVIOUS PAYMENTS							\$501,789.50				
NET AMOUNT DUE THIS APPLICATION							\$94,395.10				