ACTC CUT-THROUGH

TOWN OF ADDISON

FINANCE DEPARTMENT/PURCHASING DIVISION 5350 Belt Line Road (972) 450-7091
E-mail msuh@ci.addison.tx.us Facsimile (972) 450-7096 P.O. Box 9010 Addison, Texas 75001

July 13, 2004

A.J. Johnston
Gibson and Associates, Inc.
P.O. Box 800579
Ft. Worth, TX 76133

Re: Contract Bid 04-19 ACTC Cut Through

Dear Mr. Johnston:

Enclosed is your copy of the signed contract for Bid 04-19 ACTC Cut Through.

Please include Bid No. and Name: 04-19 ACTC Cut Through, on all monthly invoices or other correspondence to the Town of Addison.

Should you have any questions, please contact my office at 972-450-7091.

Sincerely,

Minok Suh
Purchasing Coordinator

Enclosure

Copy: Jim Pierce
Steve Chutchian

Public Works

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this _2_day of __July___, 2004 by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and __Gibson & Assts, Inc.___, of the City of _Balch Springs___, County of __Dallas____ and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

ACTC Cut Through

and all extra work in connection therewith, under the terms as stated in the specifications of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the bid specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR'S written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within (60) calendar days per specification after he commences work, subject extensions of time as are provided by the General Provisions. After 60 Calendar days, liquidated damages of $1,000 per day will be assessed.

The OWNER agrees to pay the CONTRACTOR Twenty Two Thousand Six Hundred Eighty Nine and 40/100 dollars ($22,689.40) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

By: _____
City Manager

ATTEST:

_____
City Secretary

ATTEST:

By: _____

By: _____

SIGN HERE

The following to be executed if the CONTRACTOR is a corporation:

I, A. J. Johnston, certify that I am the secretary of the corporation named as CONTRACTOR herein; that William J. Gibson, who signed this Contract on behalf of the CONTRACTOR is the Vice President (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

Bond No. 8106-74-77

TATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE (PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That Gibson & Associates, Inc. (hereinafter called the Principal), as Principal, and Federal Insurance Company (hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter called the Obligee), in the amount of Twenty Two Thousand, Six Hundred Eighty Nine and 40/100---------- Dollars ($ 22,689.40) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 2nd day of July ,~~XXXX~~ 2004 to

construct ACTC Cut Through

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this 7th day of July ,~~XXXX~~. 2004

Gibson & Associates, Inc.
(Principal)
By: Patricia M. Gibson
Patricia M. Gibson -CEO

Federal Insurance Company
(Surety)

By: Robbi Morales
Robbi Morales (Attorney-in-Fact)

Bond No. 8106-74-77

STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE (PUBLIC WORKS)

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That Gibson & Associates, Inc. (hereinafter called the Principal), as Principal, and Federal Insurance Company (hereinafter called the Surety), as Surety are held and firmly bound unto the **Town of Addison** (hereinafter called the Obligee), in the amount of Twenty Two Thousand, Six Hundred Eighty Nine and 40/100---------- Dollars ($ 22,689.40) for the payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 2nd day of July, ~~2003~~ 2004 to

construct ACTC Cut Through

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this 7th day of July, ~~2003~~ 2004.

Gibson & Associates, Inc.
(Principal)

By: Patricia M. Gibson
Patricia M. Gibson- CEO

Federal Insurance Company
(Surety)

By: Robbi Morales
Robbi Morales (Attorney-in-Fact)

Bond No. 8106-74-77

STATE OF TEXAS

COUNTY OF DALLAS

That Gibson & Associates, Inc. as principal and Federal Insurance Comapny _____, a corporation organized under the laws of Indiana and N/A as sureties, said sureties being authorized to do business in the State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of Addison, a municipal corporation, chartered by virtue of a Special Act of Legislature of the State of Texas, as Addison, Dallas County, Texas, the sum of

Twenty Two Thousand, Six Hundred Eighty Nine and 40/100----------

($ 22,689.40) for the payment of which sum will and truly to be made unto said Town of Addison and its successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

Gibson & Associates, Inc.

has this day entered into a written contract with the said Town of Addison to build and construct the

ACTC Cut Through

which contract and the Plans and Specifications therein mentioned adopted by the Town of Addison, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of startup, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract;

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Gibson & Associates, Inc. has caused these presents to be executed by _____ and the said Federal Insurance Company has hereunto set his hand this the 7th day of July, 20 04

SURETY

Federal Insurance Company

By: Robbi Morales
Attorney in Fact Robbi Morales

By: N/A
Surety

Aon Risk Services of Texas, Inc.
2711 N. Haskell Ave., Suite 800
Dallas, TX 75204
Agency and Address

PRINCIPAL

Gibson & Associates, Inc.

By: Patricia M. Gibson
Patricia M. Gibson - CEO

ATTEST

Asst. Secretary

NOTE: Date of Maintenance Bond must be same as date City acceptance.

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint Lisa M. Bonnot, Don E. Cornell, Anuj Jain, Chris J. Kutter, Robbi Morales, Luke J. Nolan, Jr., Jerry P. Rose and Sheila M. Young of Dallas, Texas----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 13th day of August, 2003

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 13th day of August, 2003, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

JANA KRUMPFER NOTARY PUBLIC NEW JERSEY

JANA KRUMPFER
Notary Public, State of New Jersey
No. 2297116
Commission Expires February 25, 2008

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By-Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 7th day of July, 2004

FEDERAL INSURANCE COMPANY · INDIANA · PACIFIC INDEMNITY COMPANY · WISCONSIN · VIGILANT INSURANCE COMPANY · NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3497 Fax (908) 903-3656 e-mail: surety@chubb.com

This Notice pertains to the following Surety Bond issued by a member insurer of the Chubb Group of Insurance Companies, including Federal Insurance Company, Vigilant Insurance Company and Pacific Indemnity Company.

Bond Number: 8106-74-77

POLICYHOLDER DISCLOSURE NOTICE
TERRORISM RISK INSURANCE ACT OF 2002

You are hereby notified that pursuant to the Terrorism Risk Insurance Act of 2002 (the "Act") effective November 26, 2002, we are making available to you coverage for losses arising out of certain acts of international terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage for acts of terrorism is already included in the captioned Surety Bond.

You should know that, effective November 26, 2002, any losses caused by acts of terrorism covered by your Surety Bond will be partially reimbursed by the United States under the formula set forth in the Act. Under this formula, the United States of America pays 90% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the coverage. The portion of your premium that is attributable to coverage for such acts of terrorism is zero, because we could not distinguish (and separately charge for) acts of terrorism from other causes of loss when we calculated your premium.

If you have any questions about this notice, please contact your agent or broker.

CHUBB

TOWN OF ADDISON

FINANCE DEPARTMENT/PURCHASING DIVISION 5350 Belt Line Road (972) 450-7091
E-mail msuh@ci.addison.tx.us Facsimile (972) 450-7096 P.O. Box 9010 Addison, Texas 75001

July 13, 2004

Matthew Walsh
Archer Western Contractors, Ltd.
2121 Avenue J, Suite 103
Arlington, TX 7600650

Re: NOTICE TO PROCEED- Bid 04-22 Arapaho Rd Phase III

Dear Mr. Walsh:

This document shall serve as your Notice to Proceed for the above referenced project, and is issued and effective to commence work August 9, 2004 to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents. Enclosed is your copy of the signed contract.

The proposed improvements and work shall be completed within the calendar days and with the original price of the contract. Please include Bid No. and Name: 04-22 Arapaho Rd Phase III, on all monthly invoices or other correspondence to the Town of Addison.

Should you have any questions, please contact my office at 972-450-7091.

Sincerely,

Minok Suh
Purchasing Coordinator

Enclosure

Cc: Jim Pierce
Steve Chutchian

Public works

SECTION CA

CONTRACT AGREEMENT

SECTION CA
CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this _22___ day of __June_____, 2004_, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor or City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and ____Archer Western Contractors, Ltd._____, of the City of ____Arlington_____, County of ____Tarrant_____, State of _____TX___, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Paving, Storm Sewer, Water, Sanitary Sewer, Signalization and Streetscape Improvements for ARAPAHO ROAD - PHASE III – SURVEYOR BOULEVARD TO ADDISON ROAD

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids. Instructions to Bidders, General Provisions. Special Provisions. Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so has been given to him, and to complete all work within the number of days he bid (Calendar Days "B") in the proposal after he commences work, subject to such extensions or reductions of time as are provided by these Contract Documents.

The OWNER agrees to pay the CONTRACTOR $ 16,702,578.42 in current funds for the performance of the Contract in accordance with the Proposal submitted

thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS THEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

BY: _____

ATTEST:

_____
City Secretary

Archer Western Contractors, Ltd.
Party of the Second Part
(CONTRACTOR)

ATTEST:

_____
John P. Slattery

By: _____
Matthew Walsh/President

The following to be executed if the CONTRACTOR is a corporation:

I, John P. Slattery, certify that I am the secretary of the corporation named as CONTRACTOR herein; that Matthew Walsh, who signed this Contract on behalf of the CONTRACTOR is the President of said corporation; that said Arapaho Road – Phase III – From Surveyor Boulevard to Addison Road Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____
John P. Slattery

Corporate Seal

SECTION PrB

PERFORMANCE BOND

BOND NO. 8 SB 104233013 BCM

SECTION PrB
PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: June 29, 2004

PRINCIPAL: Archer Western Contractors, Ltd.

SURETY: Travelers Casualty and Surety Company of America

PENAL SUM OF BOND (express in words and figures): Sixteen Million Seven Hundred Two Thousand Five Hundred Seventy-Eight Dollars & 42/100 ($16,702,578.42)

DATE OF CONTRACT: June 22, 2004

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto The Town of Addison, Texas, hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto;

NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the OWNER, with or without notice to the SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications of said SURETY being hereby waived, then this obligation to be void, otherwise in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SEAL

Archer Western Contractors, Ltd.
CONTRACTOR

By: Matthew Walsh
Matthew Walsh/President

Address: 2121 Ave.'J',Suite 103

Arlington, TX 76006

WITNESS John P. Slattery

SEAL

WITNESS: ~~ATTEST~~: Brian Lucitt
BRIAN LUCITT, WITNESS

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

By: Eileen Lucitt
EILEEN LUCITT, ATTORNEY-IN-FACT

Address: 215 Shuman Blvd.,

Naperville, IL 60563-8458

Title: ATTORNEY-IN-FACT

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, John P. Slattery, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that Matthew Walsh, who signed the said bond on behalf of the PRINCIPAL, is the President said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

John P. Slattery
(Corporate Seal)

SECTION PyB

PAYMENT BOND

BOND NO. 8 SB 104233013 BCM

SECTION PyB
PAYMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: June 29, 2004

PRINCIPAL: Archer Western Contractors, Ltd.

SURETY: Travelers Casualty and Surety Company of America

PENAL SUM OF BOND (express in words and figures): Sixteen Million Seven Hundred Two Thousand Five Hundred Seventy-Eight Dollars & 42/100 ($16,702,578.42)

DATE OF CONTRACT: June 22, 2004

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto The Town of Addison, Texas, hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto;

NOW THEREFORE, if the PRINCIPAL shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived, then this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

SEAL

Archer Western Contractors, Ltd.
CONTRACTOR

By: Matthew Walsh
Matthew Walsh/President
Address: 2121 Ave.'J', Suite 103

Arlington, TX 76006

WITNESS John P. Slattery

SEAL

WITNESS: Brian Lucitt
BRIAN LUCITT, WITNESS

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
SURETY

By: Eileen Lucitt
EILEEN LUCITT, ATTORNEY-IN-FACT
Address: 215 Shuman Blvd.,

Naperville, IL 60563-8458

Title: ATTORNEY-IN-FACT

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, John P. Slattery, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that Matthew Walsh, who signed the said bond on behalf of the PRINCIPAL, is the President said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

John P. Slattery
(Corporate Seal)

SECTION MB

MAINTENANCE BOND

BOND NO. 8 SB 104233013 BCM

SECTION MB
MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That Archer Western Contractors, Ltd. as principal and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation organized under the laws of CT XXXX, AS Surety as sureties, said sureties being authorized to do business in the State of Texas, do hereby expressly acknowledge themselves to be held and bound to pay unto the Town of Addison, Texas, a duly incorporated home rule municipal corporation under the laws of the State of Texas, the sum of

Sixteen Million Seven Hundred Two Thousand Five Hundred Seventy-Eight

Dollars & 42/100

($ 16,702,578.42) for the payment of which sum will and truly to be made unto said Town of Addison and its successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said:

Archer Western Contractors, Ltd.

has this day entered into a written contract with the said Town of Addison to build and construct the

Arapaho Road - Phase III - Surveyor Boulevard to Addison Road

which contract and the Plans and Specifications therein mentioned adopted by the Town of Addison, are hereby expressly made a part hereof as though the same were written and embodied herein.

WHEREAS, under the Plans, Specifications and Contract it is provided that the Contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of acceptance, and to do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and to do and perform all necessary work and repair any defective condition growing out of or arising from the improper joining of the same, or on account of any breaking of the same caused by the said Contractor in laying or building the same, or on account of any defect arising in any of said part of said work laid or constructed by the said Contractor, or on account of improper excavation or backfilling; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by the said Contractor; and in case the said Contractor shall fail to do, it is agreed that the City may do said work and supply such materials, and charge the same against the said Contractor and sureties on this obligation. and the said Contractor and sureties hereon shall be subject to the liquidated damages mentioned in said contract for each day's failure on its part to comply with the terms of the said provisions of said contract; planting materials (trees, shrubs, ground cover, grasses and perennials) and the completed irrigation system will be warranted for one (1) year from the time of final completion and acceptance by the Town of Addison.

NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said Town of Addison shall have and recover from the Contractor and its sureties damages in the premises, as provided, and it is further understood and agreed that this obligation shall be a continuing one against the principal and sureties hereon and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA has caused these presents to be executed by EILEEN LUCITT XXXXXX said ATTORNEY-IN-FACT has hereunto set his hand this the 29th day of JUNE, 20 04.

SURETY

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ONE TOWER SQUARE, HARTFORD, CT 06183

By: Eileen Lucitt
Attorney in Fact
EILEEN LUCITT

PRINCIPAL

Archer Western Contractors, Ltd.

By: Matthew Walsh
Matthew Walsh/President

ATTEST

By: N/A
Surety

John P. Slattery
Secretary

SURETY SERVICES OF AMERICA, INC.

1901 DES PLAINES AVE., PARK RIDGE, IL 60068

Agency and Address

NOTE: Date of Maintenance Bond must not be prior to date of Contract.

State of ILLINOIS
County of KENDALL

On this 29th day of JUNE, 2004, before me personally appeared EILEEN LUCITT, known to me to be the Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,** the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first written above.

OFFICIAL SEAL
GINA M. DAMATO
NOTARY PUBLIC, STATE OF ILLINOIS
My Comm. Expires 04/05/08

(Notary Public)

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and **FARMINGTON CASUALTY COMPANY**, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: ***Kevin P. Nagel, Eileen Lucitt***, of ***Park Ridge / Crestwood, Illinois***, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, ***not limited to a specific amount,*** and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile (mechanical or printed) under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their **Senior Vice President**, and their corporate seals to be hereto affixed this 17th day of February 2003.

STATE OF CONNECTICUT

}SS. Hartford

COUNTY OF HARTFORD

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

By _____
George W. Thompson
Senior Vice President

On this 17th day of February, 2003 before me personally came **GEORGE W. THOMPSON** to me known, who, being by me duly sworn, did depose and say: that he/she is **Senior Vice President** of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY**, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.

Marie C Tetreault

My commission expires June 30, 2006 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, **Assistant Secretary** of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY,** stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 29th day of **JUNE**, 20 04.

By _____
Kori M. Johanson
Assistant Secretary, Bond

ST PAUL TRAVELERS

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3130
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

ST PAUL TRAVELERS

IMPORTANT DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

On November 26, 2002, President Bush signed into law the Terrorism Risk Insurance Act of 2002 (the "Act"). The Act establishes a short-term program under which the Federal Government will share in the payment of covered losses caused by certain acts of international terrorism. We are providing you with this notice to inform you of the key features of the Act, and to let you know what effect, if any, the Act will have on your premium.

Under the Act, insurers are required to provide coverage for certain losses caused by international acts of terrorism as defined in the Act. The Act further provides that the Federal Government will pay a share of such losses. Specifically, the Federal Government will pay 90% of the amount of covered losses caused by certain acts of terrorism which is in excess of Travelers' statutorily established deductible for that year. The Act also caps the amount of terrorism-related losses for which the Federal Government or an insurer can be responsible at $100,000,000,000.00, provided that the insurer has met its deductible.

Please note that passage of the Act does not result in any change in coverage under the attached policy or bond (or the policy or bond being quoted). Please also note that no separate additional premium charge has been made for the terrorism coverage required by the Act. The premium charge that is allocable to such coverage is inseparable from and imbedded in your overall premium, and is no more than one percent of your premium.

FINANCE DEPARTMENT/PURCHASING DIVISION 5350 Belt Line Road (972) 450-7091
E-mail msuh@ci.addison.tx.us Facsimile (972) 450-7096 P.O. Box 9010 Addison, Texas 75001

July 7, 2004

A.J. Johnston
Gibson and Associates, Inc.
P.O. Box 800579
Ft. Worth, TX 76133

Re: NOTICE TO PROCEED- Bid 04-19 ACTC Cut Through

Dear Mr. Johnston:

This document shall serve as your Notice to Proceed for the above referenced Project, and is issued and effective to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents to commence work July 12, 2004. A copy of the signed contract will be mailed to you under separate cover.

The proposed improvements and work shall be completed with the original contract price. Please include Bid No. and Name: 04-19 ACTC Cut Through, on all monthly invoices or other correspondence to the Town of Addison.

Should you have any questions, please contact my office at 972-450-7091.

Sincerely,

Minok Suh
Purchasing Coordinator

Enclosure

Copy: Jim Pierce
Steve Chutchian

FINANCE DEPARTMENT/PURCHASING DIVISION 5350 Belt Line Road (972) 450-7091
E-mail msuh@ci.addison.tx.us Facsimile (972) 450-7096 P.O. Box 9010 Addison, Texas 75001

July 2, 2004

A.J. Johnston
Gibson and Associates, Inc.
P.O. Box 800579
Ft. Worth, TX 76133

NOTICE OF AWARD: ACTC Cut Through

Dear Mr. Johnston:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 04-19 ACTC Cut Through.

Please send four completed copies of the contract that was emailed to you, to be signed by an authorized officer or principal of your firm along with the necessary insurance certificates and bonds as soon as possible, but no later than July 6, 2004. Once we receive these items you will be notified by Public Works to proceed with the job.

If you have any questions or if I can be of assistance to you, please contact me at 972-450-7091.

Sincerely,

Minok Suh
Purchasing Coordinator

Copy: Steve Chutchian
Jim Pierce

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

11210 Rylecrest
P. O. Box 800579
Balch Springs, Texas
75180-0579
972/557-1199
FAX 557-1552

July 2, 2004

Town of Addison
Service Center
16801 Westgrove Dr.
Addison, Texas 75001

Re: ACTC Cut Through

Dear Sir:

Enclosed please find copies of the Environmental Control Policy, Equal Opportunity Program, Contraband Policy, Hazard Communication Program, and the Safety and Accident Prevention Policy for Gibson & Associates, Inc.

If there are any questions regarding this matter, please call me.

Very truly yours,

GIBSON & ASSOCIATES, INC.

Patricia Blackburn
Contract Manager

GIBSON & ASSOCIATES, INC.
ENVIRONMENTAL PROTECTION PLAN

GIBSON & ASSOCIATES, INC. will implement the following plan in order to prevent any environmental pollution and alleviate any damage should it occur as a result of construction operations on this project.

FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

All of the following laws and regulations concerning environmental protection, pollution control, and abatement shall be observed on this project:

Executive order 11514, Protection and Enhancement of Environment Quality, 5 March 1970, as amended by Executive Order 11991, 24 May 1977.
Executive Order 11593, Protection and Enhancement of the Cultural Environment, 13 May 1971.
Executive Order 11988, Floodplain Management, 24 May 1977.
Executive Order 11990, Protection of Wetlands, 24 May 1977.
Clean Air Act as amended.
Clean Water Act.
Endangered Species Act of 1973 as amended.
Federal Water Project Recreation Action Act.
Fish and Wildlife Coordination Act.
Historic Sites Act 1935, as amended.
National Historic Preservation Act of 1968, as amended.
National Environmental Policy Act of 1969, as amended.
Preservation of Historical and Archaeological Data Act of 1974, as amended.
River and Harbor Act, 3 march 1899.
Wild and Scenic Rivers Act of 1968.
Navigable Waters, Discharge of Dredged or Fill Materials (40 CFR 230.1-230.8).
Regulations for Implementing the Procedural Provisions of National environmental Policy Act of 1969 (40 CFR 1500-1508).
Protection of Historic and Cultural Properties (30 CFR 800).
Regulatory Programs of the Corps of Engineers (23 CFR 320-329).
Texas Clean Air Act.

PROTECTION WITHIN AUTHORIZED AREAS

All equipment will be limited to those areas immediately adjacent to work areas. This will minimize the impact on Grasses. Areas near trees that are not to be removed during clearing operations will be off limits to all vehicles. Wildlife should not be affected. Any discoveries of historical significance shall cause work to be stopped until the proper authorities have been notified.

CORRECTION PROCEDURES CONCERNING POLLUTION

All trash and debris generated by the construction process shall be removed or destroyed by the Contractor. Any deviations from the environmental plan that cause any pollution will be immediately corrected and the area cleaned up as required. The Project Superintendent shall direct all clean up activities. All minor trash generated by lunches, equipment, etc. will be deposited in on-site receptacles for later removal from the site.

SOLID WASTE DISPOSAL

All solid waste generated on this project will be hauled off site and disposed of properly.

ENVIRONMENTAL MONITORING

All items of any significance pertaining to environmental pollution, damage, or abatement shall be recorded and reported by the Quality Control Officer.

SURFACE AND GROUND WATER

Will be dumped into drainage ditches.

WORK AREA LIMITS

All equipment shall be limited to those areas adjacent to work areas. These shall be identified and maintained by the Project Superintendent.

BORROW AREAS

Limits of any borrow areas will be defined by the Engineers. They will be maintained by the Contractor during construction.

CLEARING LIMITS

All areas to be cleared will be identified by the Engineer and the Project Superintendent shall maintain these limits.

EQUIPMENT MANEUVERS

All equipment maneuvers will be limited to the immediate job site. All other areas are off limits and enforcement will be made by the Project Superintendent.

PERSONNEL TRAINING

All personnel will be trained and instructed in all items concerning this plan during the site indoctrination meeting and any new employees will receive the same instructions.

SPILLAGES

No fuel will be stored on-site. Equipment will be fueled daily by a fuel truck. All waste oil shall be removed from the site and taken to the company yard for recycling. Should a spill occur, the area will be isolated to prevent runoff and contamination of water; then the area will be cleaned.

SITE LAYOUT

All limits of work areas will be defined by the Owner and maintained by the Contractor. Existing roads shall be utilized for haul roads.

WASTE DISPOSAL

Small trash will be stored in on-site trash receptacles then hauled off site at regular intervals. A portable toilet will be required, and it will be serviced weekly by a truck with the waste hauled off site.

MEETINGS

An initial indoctrination meeting will be held to discuss all items of the environmental protection plan. Weekly safety meetings will also be conducted and environmental issues will also be discussed here.

HAZARDOUS MATERIALS PROGRAM

The hazardous material program previously outlined shall be implemented as a means of notifying all employees of any hazardous materials being used and how to protect themselves, as well as others, when working with these materials (see attached Hazard Communication Program and MSDS sheets).

GIBSON & ASSOCIATES, INC.
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following is the program of GIBSON & ASSOCIATES, INC. for the insuring of equal opportunity for employment.

DEFINITIONS
For purposes of this program, the following terms shall have the following indicated meanings:

AFFIRMATIVE ACTION PROGRAM
Any activity or program undertaken for the purpose of carrying forward into new areas of opportunity or among new groups of employees or prospective employees, positive concepts regarding equality of opportunity.

CIVIL RIGHTS ACT

The Civil Rights Act of 1964 and in particular Title VII thereof, as the same may from time to time be amended, and all applicable orders, regulations and amendments that may from time to time be issued under or by virtue of such Act.

EMPLOYMENT
All aspects of the employment relationship between an employing unit and a person who is now, has been, or is under consideration for a position of employment which such employing unit, included among the aspects of relationship are those relating to solicitations for employees; receipt and processing of applications for employment; selection for initial employment an assignment of initial job duties; hours of work, rates of pay and conditions of work in varying individual employment assignments; selection for participation in all programs of job skills; improvement in which the employing unit participates; changes in job classification, whether upgrading, layoff, transfer, reassignment, demotion or rehiring; and termination of or separation from services for any reason whatsoever.

EXECUTIVE ORDER NO. 11246
Executive Order No. 11246 of September 24, 1965, as the same may from time to time be amended, and all applicable orders, issued under or by virtue of such Order.

MINORITY GROUP MEMBER
An individual whose stated, acknowledged or apparent predominant racial, cultural or ethnic heritage or derivation falls into one or more of the following groupings; Negro, American Indian, Spanish-surnamed American, Oriental, Female. The terms shall also include any persons whom the Local Equal Employment Opportunity Officer, in the exercise of sound discretion, deems to be more closely identified with one or more of the above minority groupings than with the majority community as that majority may be constituted in his local operating area.

MINORITY GROUP SUBCONTRACTORS
A business firm or entity to whom subcontracts are or may be awarded, and having one or more of the following characteristics:

A. Predominant minority group ownership;
B. Predominant minority group management;
C. Predominant minority group regular employment rolls.

STATEMENT OF EQUAL EMPLOYMENT OPPORTUNITY POLICY
It is the policy of Gibson & Associates, Inc. to offer equal opportunity for employment to all persons with the Company without regard to race, color, religion, national origin, handicap, age, or sex. It is the intention of the Company through the adoption and implementation of the policy, to insure full and complete compliance with the Civil rights Act of 1964 and Executive Order No. 11246 of September 24, 1965, as the same may from time to time be amended; and all applicable Orders, Regulations, and Amendments that may be time to time be issued thereunder. It shall be the obligation of all those who share in the management of the Company so to implement the terms of the policy as to insure that the Company is at all times in full and complete compliance with both the letter and the spirit of the Statute, the Executive Order, and the applicable regulations, as the same may from time to time require.

STATEMENT OF AFFIRMATIVE ACTION COMPLIANCE PROGRAM

1. **EQUAL EMPLOYMENT OPPORTUNITY OFFICER**
   Patricia M. Gibson, Chief Executive Officer, and William E. Gibson, President, of GIBSON & ASSOCIATES, INC. , have been duly designated Equal Employment Opportunity Officers for said Company with complete responsibility for the authority to develop and implement an Affirmative Action Compliance Program in the name of and on behalf of this Company for the full, complete and effective realization of equal opportunity for employment in all areas in which the Company does now or may hereafter operate.

2. **ANALYSIS OF MINORITY GROUP PRESENTATION**
The E.E.O. Officers shall regularly analyze minority group representation in each job category to insure that neither patterns of employment nor treatment of individual employees indicates any evidence of discrimination.

The E.E.O. Officers shall keep such records as may be necessary to determine compliance with this policy, including numbers of minority members employed and progress and efforts in increasing minority employment opportunity.

3. **CONTINUED REFINEMENT OF EMPLOYMENT POLICIES**
The Company's policies regarding the employment relationship, the evaluation of the relative qualities of individual employees and applicants for employment, and the assessment of job classifications and job skill requirements, shall be subject to continuous re-examination and re-assessment to insure that all persons having the requisite skill, experience, competence and desire to perform particular tasks are accorded equal opportunity to compete for and secure all job openings involving such tasks.

4. **COMMUNITY CONTACTS**
It shall be the responsibility of the E.E.O. Officers to develop, maintain, and improve contacts between the Company and such leaders of the representative from minority groups and within minority communities as may be deemed necessary to manifest within the minority community the Company's position as an Equal Opportunity employer, with particular reference to:

- Seeking out and encouraging the greatest possible number of minority group members to seek appropriate employment with the Company.
- Seeking out and developing contacts with minority group subcontractors.

5. **PROGRAMS OF JOB TRAINING AND JOB SKILLS**
   A. Wherever possible, the Company shall encourage and participate in trade association, community and other like programs designed to secure and provide qualified applicants for employment in the construction industry. As part of this particular process, the Company is prepared to contribute it's fair share in leadership, resources, and financing to sustain the operation of such programs and to provide it's fair share of suitable job openings for persons who successfully complete such programs.

   B. The Company may also from time to time establish it's own programs for improving job skills, particularly:
      1. Programs directed toward the development of supervisory and managerial capabilities.
      2. Programs providing basic job skills in geographic areas where community or association programs are not available

   Wherever such programs are established, qualified minority group employees will be actively sought out for participation in such schools and programs; and following successful completion thereof, shall be encouraged to compete for openings involving the use by them of the skills and capabilities developed in such programs, on a completely fair, impartial, and nondiscriminatory basis.

6. **ACTIVITIES OF SUBCONTRACTORS AND MATERIAL SUPPLIERS**
It shall be the responsibility of the E.E.O. Officers to obtain concurrence from all subcontractors and suppliers to the policies and programs of this Company as they relate to Equal Employment Opportunity. The standard form bid proposal, subcontract, and purchase order forms of the Company, copies of which are attached hereto, clearly state the obligation of all parties contracting with this Company to comply with these policies. Failure or refusal of a supplier or subcontractor to fulfill this contract obligation shall be deemed a breach of contract and shall be referred to the General Counsel for consideration and action including, where appropriate, action for breach of contract.

On all subcontracts on Federal-aid highway construction projects having an actual or estimated value of One Hundred thousand Dollars ($100,000.00) or more, the E.E.O. Officers shall be responsible:

   A. For determination that no such subcontract is awarded until the prospective subcontractor:
      1. has submitted a suitable prequalification statement to the appropriate state and federal agencies;
      2. has received approval of that statement from the appropriate state highway department with the concurrence of the Federal Highway Administration;
      3. that such approved statement has been properly incorporated into said subcontract as a contractual obligation of the subcontractor; and

   B. For supervising compliance by subcontractors to whom such subcontracts are duly awarded with the requirements of their several individual equal employment opportunity programs.

In order to insure efficiency in supervision and achieve uniformity in result, the E.E.O. Officers shall, wherever possible, cause each such subcontraetor to adopt the previously approved GIBSON & ASSOCIATES, INC. prequalification statement as the prequalification statement of such subcontractor, mutates mutandis.

7. **MISCELLANEOUS ACTIVITIES**

It shall be the responsibility of all managers at all levels to conduct themselves with regard to employment practices of the Company that no employee shall have even a reasonable basis for concluding that he has been a victim of discrimination in any fashion whatsoever; if, despite such efforts, any complaint is registered anywhere within the Company, it shall be the responsibility of the E.E.O. Officers to investigate such complain; to consult with other managers as they deem necessary; and to implement such solutions as may be agreed upon. Further, E.E.O. Officers shall be and remain available at all times to all employees Equal Opportunity Program within his operating unit for consultation regarding any alleged departure from the Equal Employment Opportunity policies and programs of the Company.

In the event any investigative hearings, compliance checks, E.E.O. or O.F.C.C. inquiries, or other federal, state, or local examinations are conducted, it shall be the responsibility of the E.E.O. Officers to participate therein on behalf of the Company.

In devising and implementing programs of Affirmative Action, the E.E.O. Officers shall make maximum use of all contracts within the minority group and the minority community which from time to time may become available to him to the end that the Company's active interest in seeking out and employing minority group members is given the widest possible exposure. Compliance with all requirements of law in general, and this Affirmative Action program in particular, shall be accorded the same degree of priority, and fulfilled with the same degree of fidelity, as the Company has traditionally shown with regard to all contract specifications on public projects.

SUMMARY

Full and complete implementation of this policy of Equal Employment Opportunity offers the opportunity for creative response in three separate areas:

1. Full equality of opportunity for employment, and for advancement in employment, among persons presently employed by the Company, through complete elimination of all artificial restrictions upon the realization by each individual of his own unique potential as a human being.

2. Opportunity for persons now grouped in the so-called "hardcore" unemployment category to break the ring of despair and disillusion by which they are presently bound and to begin the long process of developing for themselves some form of expression of their own individual identity.

3. Opportunity for the management of this Company to demonstrate that loss of individual identity is not a necessary evil in highly industrialized and automated socio-economic systems, and give positive expression to the argument that there lies within our free industrial system the capacity to develop solutions to grave socioeconomic evils through means other than the creating, funding, staffing, and proliferating of vast and ever-expanding programs of public response, whether at the Federal, state, or local level.

Equal Employment Opportunity offers opportunity to all who participate. It is our firm determination that this Company shall not be found among those who failed to recognize and realize upon this opportunity.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, religion, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, religion, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the contractor's commitment under this section, and shall post copies of this in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of executive Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of labor.

5. The contractor will furnish all information and reports required by Executive order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the Department of the Secretary of labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance;. Provided, however, that in the event a contractor becomes involved in, or is threatened with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

GIBSON & ASSOCIATES, INC.
CONTRABAND POLICY

The Company prohibits the use, bringing onto the Company property, possession, distribution, promotion, or sale on the Company Premises of any of the following: alcoholic beverages (except in case of authorized company social gatherings, sales, and/or promotion meetings, etc.), intoxicants and narcotics, illegal drugs (including marijuana), unauthorized controlled substances, "look-alike" (simulated) drugs, related drug paraphernalia, firearms or other weapons and unauthorized explosives. Company employees must not report for duty under the influence of any drug, alcoholic beverage, intoxicant or narcotic or other substance (including legally prescribed drugs and medicines) which will in any way adversely affect their working ability, alertness, coordination, response, or adversely affect the safety of others on the job. "Use" shall include the presence of any detectable amount of drugs, alcohol, and other items in the employee while working.

All persons must submit to drug testing prior to employment and assignment of duties.

Entry into or presence on the Company Premises by any person is conditioned upon the Company's right to search the person, their personal effects, (such as, but not limited to lockers, baggage, briefcases, lunch boxes, food/beverage containers, desks, and tool boxes) and quarters of any employee or other entrant for any substances named in the paragraph above. By entering into or being present on the Company Premises, any person is deemed to have consented to such searches which may include periodic and unannounced searches of anyone while on, entering, or leaving the Company Premises. These searches may include the use of electronic detection devices, scent trained dogs, or the taking of blood, urine, or saliva samples for testing to determine the presence of substances named in the paragraph above.

The taking of blood, urine, or saliva samples for testing may also be used for any person on the Company Premises who is suspected to be under the influence of drugs or alcohol, or who is involved in a vehicle accident, or who is injured in the course of employment.

For purposes of this Policy, the term "Company Premises", includes all property, offices, jobsites, facilities, land, platforms, buildings, structures, installations, boats, vessels, aircraft, automobiles, trucks and all other vehicles and equipment, whether owned, leased, or used. The Company Premises also includes all customer properties, and other work locations or mode of transportation to and from those locations while in the course and scope of Company employment or pay status.

Any person who refuses to submit to a search, as described in this Policy or who is found using, possessing, or distributing any of the substances named in the first paragraph of this Policy, or who has detectable amounts of a prohibited drug or substance in his or her system, regardless of when or where the drug entered the system, is subject to disciplinary action including immediate discharge if an employee, or removal and further prohibition from the premises if not our employee.

Any person who is found departing the Company Premises, in possession of Company property (including food, supplies, or tools) which is not authorized for removal from the Company Premises is subject to disciplinary action including immediate discharge if an employee, or removal and future prohibition from the premises if not an employee.

Legally prescribed drugs may be permitted on the Company Premises provided the drugs are contained in the original prescription container (containing employee's name, prescribing doctor's name, and prescription number) and are prescribed by an authorized medical practitioner for the current use of the person in possession. Each prescription shall not be older than one (1) year of the date issued, and the employee shall only possess a reasonable amount of medication for a normal workshift. Any person in possession of a valid prescription drug when on or entering the Company Premises may be required to complete a "Prescription Drug" form. The Company, at all times, reserves the right to have either it's Company or authorized physician determine if a prescription drug or medicine produces hazardous effects while working and to restrict the use of any such drug or medicine accordingly. This may include the Employee's work activity or presence at the work site.

The Company has the right, in its discretion, to report use, possession or distribution of any substances, drugs, stolen property, or other unauthorized items described in the first paragraph of this Policy or the removal of Company property to law enforcement officials and to turn over to the custody of law enforcement officials any such item.

GIBSON & ASSOCIATES, INC.

Patricia M. Gibson

GIBSON & ASSOCIATES, INC.
HAZARD COMMUNICATION PROGRAM

General:

In order to comply with 29 CFR 1926.59, the following written Hazard Communication Program (HCP) is to be implemented for personnel of Gibson & Associates, Inc. The originals will be kept on file by the Chief Executive Officer at 11210 Ryliecrest, Balch Springs, Texas 75180. It will be used by all personnel. The Chief Executive Officer will be responsible for ensuring the program is current and enforced.

A copy of this program is to be made available to an employee(s) upon hiring, and a copy will be supplied to any employee(s) upon request.

The Chief Executive Officer will be contacted when a copy of the program is needed.

The General Superintendent will be responsible for ensuring that a copy of the program is available at all multi-employer worksites.

The program will be updated when new chemicals or hazards are introduced into the working environment and reviewed annually.

The Project Superintendent will check all chemical purchase requests (PR) to be sure a statement requesting a Material Safety Data Sheet (MSDS) appears on the purchase request (PR) before being processed.

CONTAINER LABELING:

The Project Superintendent will be responsible for all containers of hazardous chemical entering the workplace and will ensure that the chemical containers are properly labeled with:

Chemical Name;
Hazard Warnings; and
Name and Address of the manufacturer, importer, or responsible party.

No container shall be used until they have been checked by the Project Superintendent. If the chemical is to be transferred to a separate container, the Foreman will ensure that the new container is properly labeled; i.e., that all secondary containers are labeled with an extra copy of the original manufacturer's label or with a generic label which has a block for identity and blocks for the hazard warning. For help with labeling, please contact the Project Superintendent. The General Superintendent will review the labeling system annually and update as required.

The Project Superintendent will ensure that the pipe(s) are labeled and identified properly. The Project Superintendent will also inform employees of the hazards associated with chemicals contained in pipes within the work area.

MATERIAL SAFETY DATA SHEETS (MSDS)

The Vice President of Field Operations will be responsible for obtaining and maintaining the MSDS system for this company. The Vice President of field Operations will review incoming data for new and significant health/safety information and will ensure that the new information is given to the affected employees. Copies of all MSDS will be kept by the Vice President of Field Operations and reviewed annually for accuracy and completeness of each MSDS.

The MSDS shall include:

- Current master inventory list of all MSDS indexed by numerical number to the MSDS referenced on the inventory lists;
- The identify used on the MSDS shall be the same as used on the container label;
- The chemical and common name of all ingredients determined to present a hazard shall appear on all MSDS;
- The physical and chemical characteristics of the chemical including vapor pressure, flash point, etc.;
- The fire, explosion, and reactivity hazard(s) of the chemical mixture including the boiling point, flash point, and auto-ignition temperature;
- Health hazards of the chemical mixture including signs and symptoms of exposure and medical conditions recognized as aggravated by exposure with primary route(s) of entry;
- Permissible exposure limit (PEL) or any other exposure limit used or recommended by the manufacturer, importer, or employer;
- Whether on carcinogen listing (NTP) or has been found to be a potential carcinogen (IAAC listing) or by OSHA;
- Control measures including fire, engineering, personal protective equipment;
- General precautions for safe handling and use including protective measures during repair and maintenance and procedures for clean up of spills and leaks;
- Emergency and first aid procedures;
- Date prepared or changed;
- Name, address, telephone numbers of manufacturer, importer, or responsible party to call in an emergency.

The originals will be kept on file by the Chief Executive Officer. The MSDS will also be part of the program for use by employees. Each foreman will keep a current and up to date copy of the program on file. New chemicals shall not be used until a MSDS has been obtained.

EMPLOYEE TRAINING AND INFORMATION

Before starting work, the respective foreman of a new employee will go over their copy of the HCP and each MSDS applicable to their job and review with the employee any available handouts or literature. Before any new chemical is used, all employees will be informed of its use, will be instructed on safe use, and will be trained on hazards associated with the new chemical. All employees will attend additional training as appropriate to review the HCP and MSDS. Appropriate library reference materials will also be discussed during the training session(s).

The minimum orientation and training for a new employee is as follows:

- An overview of the requirements contained in the Hazard Communication Standard, 29CFR 1910.1200;
- Chemicals present in their workplace operations and this office;
- Location and availability of the written HCP;
- Physical and health effects of the hazardous chemicals listed on the inventory list of this program;
- Methods and observation techniques used to determine this presence or release of hazardous chemicals in the work area;
- How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment;
- Steps taken by Gibson & Associates, Inc. to lessen or prevent exposure to the chemicals listed on the inventory list;
- Emergency procedures to follow if exposed to any chemicals; location of MSDS file and location of hazardous inventory list;

Prior to a new chemical hazard being introduced into any section of the workplace, each employer will be given information and training as outlined in the attached Employee Training Guidelines by the General Superintendent who is responsible for ensuring that MSDS on the new chemical(s) are available prior to use.

After attending the training class, each employee will sign a form to verify that they attended the training, that the written HCP was made available for review, and that he/she understands the HCP.

Before entering an establishment, the Project Superintendent will ascertain what hazards they may be exposed to and then take appropriate action to protect themselves. If the employee has any questions about what protection they need, they will contact their supervisor immediately.

INVENTORY LIST OF HAZARDOUS CHEMICALS:

The following is a list of the hazardous chemicals used in this workplace. Further information can be obtained from the MSDS attached with this program from the Vice President of Field Operations. The originals will be kept on file by the Vice President of Field Operations at the main office.

MSDS INDEX HAZARDOUS MATERIAL: (name of material, etc.)

Varies according to task.

NON-ROUTINE TASKS:

Before any non-routine task is performed, employees shall be advised and/or they must contact their supervisor for special precautions to follow, and their supervisor shall inform any other personnel who could be exposed. (No non-routine tasks are known to exist at the time of preparation of this program.)

In the event such tasks are required, the General Superintendent will provide the following information about such activity as it related to the specific chemicals expected to be encountered;

- Specific chemical name(s) and hazard(s);
- Protective personal equipment required and safety measures to be taken;
- Measures that have been taken to lesson the hazards including ventilation; respirators, presence of other employee(s), and emergency procedures..

OTHER PERSONNEL EXPOSURE: (Contractors)

It will be the responsibility of the General Superintendent to provide other personnel or outside contractors with the following information as follows:

- Hazardous chemicals to which they may be exposed while in the workplace;
- Measures to lesson the possibility of exposure;
- Location of MSDS for all hazardous chemicals; and
- Procedures to follow if they are exposed.

The Project Superintendent will also be responsible for contacting each contractor before work is started to gather and disseminate any information concerning chemical hazards the contractor is bringing into the workplace and vice versa.

The Project Superintendent will be responsible for informing and training of employees for potential exposure to chemical hazards from other contractors on a multi-employer worksite.

Patricia L. Nelson
(Signature of Employer)

7/2/04
(Date)

CEO
(Title)

GIBSON & ASSOCIATES, INC.
SAFETY CHECKLIST

Client: Town of Addison
Project No: 04-966
County: Dallas
Highway: ACTC Cut Through

1.	Do you have a definite safety program?	Yes
2.	Does the program have the active and continued support of company management?	Yes
3.	Has responsibility for safety been assigned to a specific top company official?	Yes
4.	Do you make frequent safety inspections of operations on the project? Does this include subcontractor's operations?	Yes Yes
5.	Do you discuss with your employees how to recognize and avoid unsafe conditions and practices related to their individual work assignments? Are periodic safety meetings held with employees?	Yes Yes
6.	Are all occupational injuries and illnesses investigated, recorded, and reported?	Yes
7.	Do you keep currently informed on governmental safety regulations and standards?	Yes

Jeff Gibson — Vice President / Safety Officer
Signature and Position

7/2/04
Date

GIBSON & ASSOCIATES, INC.
SAFETY AND ACCIDENT PREVENTION POLICY

GENERAL STATEMENT

The Management of Gibson & Associates, Inc. has always promoted the philosophy that the Company's ultimate success will be directly influenced by its ability to provide a safe and healthy working environment for all employees.

Because of this attitude, new programs, directives, and policies have been established to accomplish the desired results.

STATEMENT OF COMPANY POLICY AND OBJECTIVES

A. Require all supervisory personnel to maintain an attitude of constant vigilance and cooperation with respect to accident prevention.

B. Accident prevention begins with the physical well being of the employee protecting him from injury and/or death. Accidents involving employees, vehicles, and property are costly in terms of time and money.

C. Each superintendent and job foreman must be constantly aware of the possibility of accidents occurring and do everything in his/her power to minimize such possibilities by detecting and eliminating job hazards.

D. We must consistently maintain safety mindfulness on the job. A Safety Officer has been appointed to assist supervisory personnel in controlling accident exposures. It will be the sole responsibility of each superintendent or foreman on each project to actually prevent job injuries. The Company expects good accident prevention practices and procedures to be followed at all times.

ACCIDENT PREVENTION PROCEDURE

SAFETY RESPONSIBILITY

A. The responsibility for the administration of our safety program will be that of the Safety Officer who is appointed by directive of the President of the Company and who answers directly to the administrator of the Accident Prevention Program. Directives issued by the Safety Officer in the name of the President are mandatory and are effective at the time of their issuance. Duties of the Safety Officer may be changed by directives of the President from time to time; however, his/her basic duties shall include:

1. Selling supervisors and employees on the philosophy that accident prevention is a vital part of the Company's operations and cannot be regarded as a lower priority issue to be given attention only when other activities do not interfere.
2. Assisting supervisory personnel in setting up workable accident prevention programs to fit their particular operations.
3. Making sure that complete records of all accidents and their costs are kept.
4. Studying and analyzing records in an effort to identify problem areas.
5. Preparing and distributing advanced written instructions to supervisory personnel regarding anticipated hazards associated with certain jobs to be done.
6. Keeping management informed of accident and cost records.
7. Supervising the reporting of accidents to insurance carriers and all governmental agencies as required by law.
8. Helping supervisors set up individual department keeping procedures.
9. Working with all personnel to keep the program functioning.
10. Reviewing and studying the Federal Government's Occupational Health and Safety Act, as well as other laws pertaining to accident prevention, in order to successfully instruct, advise, and assist supervisors in adhering to these rules and regulations.

RESPONSIBILITIES FOR EACH SUPERVISOR

ASSUME RESPONSIBILITY FOR ACCIDENT PREVENTION

A. The supervisor is the most important link in the chain. The prevention of an accident succeeds or fails according to the interest or efforts he or she puts forth. The supervisor has a greater influence over his or her employees than does anyone else in the organization; the supervisor demonstrates by his or her attitude and conduct that he or she supports accident prevention. The supervisor will convince his or her employees that it is a necessary part of their work and will win their support. If on the other hand, the supervisor is opposed or indifferent to accident prevention, the same attitude will be evidenced by his or her employees. Therefore, it is mandatory that all supervisors maintain a positive attitude and approach toward the carrying out of our Accident Prevention Program.

2. **SELECTING THE NEW EMPLOYEE**
   A. Each supervisor will select the best available man or woman for the job at hand, whenever practical.
   B. Require each new employee to read and sign the Company's Safety Policy. Answer any questions the new employee May have in an effort to insure that his employee understands the Company's Safety Policy.

3. **INDOCTRINATING & TRAINING THE NEW EMPLOYEE**
   A. Make the employee feel at ease and at home.
   B. Let the employee know that the Company has an interest in his welfare.
   C. Explain the Company's attitude toward accident prevention and what is expected of the employee.
   D. Explain that the Company provides safety equipment and that employees are expected to properly care for and use their equipment.
   E. Explain that all injuries, no matter how minor, must be reported at once to the employee's immediate supervisor.
   F. Inform the new employee of the location for and availability of first aid treatment.
   G. Put the new employee with an experienced employee for initial on-the-job training.
   H. Explain to whom employees should go to for assistance in implementing safe working practices.
   I. Follow up at intervals to show a new employee that you have an interest in him and to insure that safe working practices are being followed.
   J. Initiate a job hazard analysis (JHA) prior to each phase of work or task to instruct each employee of possible hazards.

4. **ACCIDENT REPORTING AND INVESTIGATION**
   A. Each supervisor will contact the Safety Officer to report all accidents. Each supervisor will document in writing all accidents with proper forms supplies by the Safety Officer
   B. Report all cases where injured employees require the treatment of a doctor to the Safety Officer.
   C. Investigate each accident immediately to determine the cause and what measures should be implemented to prevent a re-occurrence. This information is to be given in writing to the Safety Officer.
   D. If an employee is seriously injured, notify the Company's main office immediately.
   E. All accidents/injuries will be reviewed by the Safety Committee to determine possible unsafe conduct by an employee or unsafe working conditions.

5. **EMPLOYEE SAFETY MEETINGS**
   A. Weekly safety meetings will be held on each project. Special emphasis should be placed on such meetings prior to the commencement of extremely hazardous work or when job conditions change.
   B. Meetings should be brief, generally not to exceed fifteen minutes.
   C. Materials for safety meetings will be furnished by the Company or other sources through the Safety Officer. Topics of discussion will be at the discretion of the supervisor.

6. **INSPECTION OF HAND TOOLS, LADDERS, SCAFFOLDS, EQUIPMENT, BARRICADES AND OTHER FORMS OF WORKER AND PUBLIC PROTECTION**
   A. Perform periodic inspection of such items to insure the safe working conditions of tools and equipment for the Employees and maintenance of safe job site conditions with respect to the general public.
   B. Report all defective equipment to the employees' supervisor.
   C. Other defective or unsafe conditions shall be immediately corrected or reported to the proper authority responsible for the corrections.

7. **HOUSEKEEPING**
   A. Good housekeeping is a must; a place for everything and everything in it's place.
   B. Stress good housekeeping in safety meetings.
   C. Waste material, boards, lumber, etc., to be kept cleaned up at all times.
   D. Equipment is to properly parked at the end of each day and left in the best possible secured manner; i.e., locked, Barricaded if needed, properly spaced for fire control, etc.
   E. Tool houses and field offices to be kept neat and dry.
   F. Company vehicles will have cab areas and bed areas maintained in a neat and orderly condition.
   G. All equipment will be kept free of trash and in a sightly condition.

8. **PERSONAL PROTECTIVE EQUIPMENT**

A. Each employee must use the protective equipment needed for his or her particular job.

B. See that every employee uses the proper equipment provided when doing work requiring special equipment.

C. Hard hats, safety glasses with side shields, and leather shoes (no tennis shoes) will be worn by all employees or visitors on the job sites.

D. Make periodic inspections to verify that protective equipment is being properly worn and is in satisfactory condition.

E. Fire extinguishers as required may be secured from the Company and inspections will be made periodically to insure that they are in proper working order.

F. Personal protective equipment as required under the Occupational Health & Safety Act shall be available and in proper working condition on all projects.

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

11210 Ryliecrest
P. O. Box 800579
Balch Springs, Texas
75180-0579
972/557-1199
FAX 557-1552

July 2, 2004

Town of Addison
Service Center
16801 Westgrove Dr.
Addison, Texas 75001

Re: ACTC Cut Through

Dear Sir:

Enclosed please find three copies of our proposed mix designs for the 3000 and 4000 psi concrete to be used on the above referenced project.

If there are any questions regarding this matter, please call me.

Very truly yours,

GIBSON & ASSOCIATES, INC.

Patricia Blackburn
Contract Manager

1341 West Mockingbird Lane • Dallas, Texas 75247 • 972.647.6700 • www.txi.com

June 30, 2004

Gibson & Associates, Inc.
P.O. Box 800579
Balch Springs, TX 75180-0579

Attn: Ms. Trish Blackburn

RE: ACTC Drive
Morris Avenue & Addison Road - Addison

8272 8274

The attached concrete mix designs utilizing the appropriate ASTM C-33 or ASTM C-330 aggregate are proposed for use on the above referenced project for ready-mixed concrete to be furnished by TXI.

TXI certifies that the above mix designs, when ordered by specified design identity, and delivered by TXI, will meet or exceed the indicated design strength at the designated age when tested in accordance with the applicable and current ASTM Standards C 31, C 39, C 78, C 172, C 293, applicable provisions of C 94, and evaluated in accordance with applicable provisions of the ACI Building Code.

TXI would like to be included on your mailing list to receive all test reports. ASTM C 94 entitles a manufacturer to receive copies of all test reports when strength of concrete is used as a basis for acceptance.

Contact us if you have any questions or require any additional information. Please notify TXI of approval of the proposed mix design prior to its use. Failure to notify us prior to first placement shall constitute acceptance. To ensure that the proper mix design is ordered, please send a copy of this letter, after approval, to the above referenced project to be used by the person ordering the concrete for this job.

The information contained in this submittal is confidential and the exclusive property of TXI. It cannot be copied, duplicated or disclosed to third parties without the expressed written consent of TXI.

Sincerely,
TXI Operations, LP

Victor H. Villarreal
Manager - Q.A./Q.C.

GENERAL NOTES

Pumping Notes:

1. 5" minimum diameter lines with no reduction to smaller lines.
2. Keep rubber hose to absolute minimum length and plan pipe with as few 90 degree angles as possible.
3. Samples for slump and strength tests should be taken at discharge end of hose for strength guarantee to be valid.
4. To prime pump lines, a minimum of 8.0 sack grout is recommended for lubrication. In the case of strength concrete, equivalent strength grout should be used if the grout remains in the placement.
5. Pump mixes are based on minimum cement content pumped at ground level. As pump line increases in length or height and/or layout configuration changes, mix design modifications may be required to assure strength and pumpability at additional cost to the contractor.
6. TXI cannot control, and is therefore not responsible for excessive loss of entrained air content when loss occurs as a result of boom configuration or free fall discharge from hose. To ensure minimum air loss when pumping, maintain a continuous flow of concrete through the entire length of pipe and do not subject concrete to free fall.
7. The term "pumpable concrete" refers to concrete which is capable of being transported through an apparatus which forces concrete to the placing position through a pipeline or hose as long as the recommendations indicated above are followed. The term "pumpable concrete" does not relate to concrete proportioned in a particular manner or containing a specific type of product.

Strength of lightweight mix designs valid provided strength specimens are air cured in accordance with ASTM Test Method C 567-01, as referenced in section 8.1 of ASTM Specification C 330.

Unless otherwise indicated, when the concrete temperature at point of placement exceeds 90 degrees Fahrenheit, TXI will guarantee the strength performance of the mix design(s) herein submitted up to a maximum placement temperature of 100 degrees Fahrenheit using an ASTM C 494 Type D retarding water-reducer, as long as the concrete is placed within 75 minutes from batch time. Unless otherwise indicated, strength of plain concrete guaranteed up to a maximum placement temperature of 85 degrees Fahrenheit.

We are enclosing all available back up data for the referenced mix design(s). If the strength information is not available, or is insufficient, confirmation tests may have to be conducted by your laboratory.

TXI PROPRIETARY AND CONFIDENTIAL

ACTC Drive
Morris Avenue & Addison Road - Addison

Mix #: 8272
Description: 5.00SK ADMIX/AEA 1"CS
Strength: 3000 psi @ 28 Days

AS REQUIRED

Maximum Size Coarse Aggregate:	1" - #4 CRUSHED STONE
Maximum Water/Cement Ratio:	0.549 lbs/lb
Cement/Cementitious Content:	470 lbs (per cubic yard)
Design Slump:	3.00 inches
Air Entraining Agent:	ASTM C-260
Admixture:	ASTM C-494 Type A or D

MATERIAL QUANTITIES PER 1.0 CUBIC YARD AT S.S.D

470 lbs.	ASTM C 150 TYPE I/II CEMENT
1840 lbs.	1" - #4 CRUSHED STONE
1352 lbs.	CONCRETE SAND
258 lbs.	or 31.0 Gallons of Water
2.0 to	4.0 oz/cwt of ASTM C-494 Type A

Specified Air Content: 3.0% - 6.0%
Placement Slump: 3.00 + or - 1.00 inches

GIBSON & ASSOCIATES, INC.	
X	Approved
	Approved as noted
	Disapproved
Date 7/2/04 By	

TXI PROPRIETARY AND CONFIDENTIAL

ACTC Drive
Morris Avenue & Addison Road - Addison

Mix #: 8274
Description: 6.00SK ADMIX/AEA 1"CS
Strength: 4000 psi @ 28 Days

PAVING

Maximum Size Coarse Aggregate:	1" - #4 CRUSHED STONE
Maximum Water/Cement Ratio:	0.457 lbs/lb
Cement/Cementitious Content:	564 lbs (per cubic yard)
Design Slump:	3.00 inches
Air Entraining Agent:	ASTM C-260
Admixture:	ASTM C-494 Type A or D

MATERIAL QUANTITIES PER 1.0 CUBIC YARD AT S.S.D

564 lbs. ASTM C 150 TYPE I/II CEMENT
1840 lbs. 1" - #4 CRUSHED STONE
1273 lbs. CONCRETE SAND
258 lbs. or 31.0 Gallons of Water
2.0 to 4.0 oz/cwt of ASTM C-494 Type A
Specified Air Content: 3.0% - 6.0%
Placement Slump: 3.00 + or - 1.00 inches

Mix Design Proportions and specifications are confidential and proprietary trade secrets of TXI. Any Use or dissemination without permission is a violation of federal criminal law.

GIBSON & ASSOCIATES, INC.

✓	Approved
	Approved as noted
	Disapproved

Date 1/2/04 By CG

TEXAS INDUSTRIES

CONCRETE DESIGN EVALUATION

Date: 06/30/04 ** Statistics Compiled From Independent Laboratory Test Specimens **

Mix Number: 8272 Strength: 3000 psi @ 28 Days

28 Day Test Data Test Type: COMPRESSIVE Description:ASTM C 39 Compressive Strength

Test Number	Date	Plant Number	Temperature (Fahrenheit) Ambient	Temperature (Fahrenheit) Concrete	Placement Slump(in)	Percent of Air	28 Day PSI 1	28 Day PSI 2	28 Day PSI AVG	Cumulative Average	Moving Avg of 3	Range
1	03/09/04	40	57	64	5.00	5.5%	4690	4650	4670	4670		40
2	03/09/04	40	61	66	4.75	5.6%	4090	4350	4220	4445		260
3	03/09/04	40	68	66	5.00	6.2%	4730	4530	4630	4507	4507	200
4	03/09/04	40	50	61	6.00	6.0%	4270	4150	4210	4433	4353	120
5	03/09/04	12	72	69	4.00	N/A	4650	4840	4745	4495	4528	190
6	03/11/04	40	66	68	5.00	4.2%	3800	3960	3880	4393	4278	160
7	03/15/04		58	56	6.00	4.6%	3540	3640	3590	4278	4072	100
8	03/15/04			70	5.00	4.1%	3910	4000	3955	4238	3808	90
9	03/15/04	35	62	70	4.00	4.8%	4430	4340	4385	4254	3977	90
10	03/22/04	31	62	59		N/A	4400	4450	4425	4271	4255	50
11	03/25/04		63	72	6.25	6.2%	3890	3710	3800	4228	4203	180
12	03/29/04	40	72	67	5.00	N/A	4220	4490	4355	4239	4193	270
13	03/29/04	40	72	67	5.50	N/A	4140	4150	4145	4232	4100	10
14	03/29/04	40	76	73	5.25	N/A	4170	4010	4090	4221	4197	160
15	03/29/04	40	79	74	5.50	N/A	4200	3920	4060	4211	4098	280
16	03/29/04	40	73	68	5.00	N/A	4420	4300	4360	4220	4170	120
17	03/29/04	40	58	66	5.25	N/A	4520	4460	4490	4236	4303	60
18	04/13/04			68	4.50	4.6%	5020	5070	5045	4281	4632	50
19	04/13/04	47	65	64	1.25	4.5%	4560	4370	4465	4291	4667	190
20	04/16/04	12	75	80	5.00	4.5%	3130	3340	3235	4238	4248	210
21	04/19/04	38	70	78	5.75	5.3%	4660	4600	4630	4256	4110	60
22	04/20/04		70	75	4.00	4.8%	4420	4620	4520	4268	4128	200
23	04/21/04		74	76	7.00	5.6%	3730	3630	3680	4243	4277	100
24	04/21/04		73	75	5.50	4.3%	3850	3840	3845	4226	4015	10
25	04/23/04		77	78	5.25	5.6%	4260	4070	4165	4224	3897	190
26	04/28/04		79	81	5.50	4.5%	4020	3930	3975	4214	3995	90
27	05/05/04		74	76	5.00	4.0%	3880	3890	3885	4202	4008	10
28	05/11/04	41	74	76	5.00	N/A	4080	4160	4120	4199	3993	80
29	05/12/04	43	70	72	5.00	N/A	3940	4010	3975	4191	3993	70
30	05/14/04	43	77	82	6.25	5.0%	3700	3720	3710	4175	3935	20
*** Averages ***			68	71	5.09	5.0%						

COMMENTARY OF STATISTICAL EVALUATION OF CONCRETE DESIGN RESULTS

Mix Num: 8272 **Strength: 3000 psi @ 28 Days**

Paragraph 5.5 of ACI 318-02 provides that as data becomes available during construction, the amount by which (F'cr) must exceed the specified value of (F'c) may be reduced, provided:

(a) 30 or more test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.1, or

(b) 15 to 29 test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.2.

The required average strength has been calculated using a standard deviation calculated in accordance with ACI 318-02 Section 5.3.1.1 or Section 5.3.1.2 and is the larger value of these calculations:

$$F'cr = F'c + 1.34(SD)$$
$$= 3000 + 1.34(393)$$
$$= 3527$$

$$F'cr = F'c + 2.33(SD) - 500$$
$$= 3000 + 2.33(393) - 500$$
$$= 3416$$

SUMMARY OF STATISTICAL ANALYSIS
28 Day Test Data

Number of Tests.....	30	
Maximum Value.....	5045	psi
Minimum Value.....	3235	psi
Range.....	1810	psi
Average Strength.....	4175	psi
Standard Deviation.....	393	psi
Required Average Strength to satisfy minimum probability conditions of ACI 318-02 Section 5.3.2.1.....	3527	psi
Design excess beyond code requirements...	648	psi

TEXAS INDUSTRIES

CONCRETE DESIGN EVALUATION

Date: 06/30/04 ** Statistics Compiled From Independent Laboratory Test Specimens **

Mix Number: 8274 Strength: 4000 psi @ 28 Days

28 Day Test Data Test Type: COMPRESSIVE Description:ASTM C 39 Compressive Strength

Test Number	Date	Plant Number	Temperature (Fahrenheit) Ambient	Temperature (Fahrenheit) Concrete	Placement Slump(in)	Percent of Air	28 Day PSI 1	28 Day PSI 2	28 Day PSI AVG	Cumulative Average	Moving Avg of 3	Range
1	02/18/04			60	4.00	5.0%	4490	4120	4305	4308		370
2	02/18/04	43	64	75	5.75	N/A	5400	5190	5295	4800		210
3	02/19/04			70	2.00	5.2%	4780	4710	4745	4782	4782	70
4	02/19/04	42	58	72	5.00	N/A	5490	5350	5420	4941	5153	140
5	02/19/04	40	62	66	4.50	5.4%	4500	4820	4660	4885	4942	320
6	02/20/04			69	4.50	4.7%	4890	4900	4895	4897	4992	10
7	02/20/04	20	62	68	6.00	N/A	5480	5240	5360	4954	4972	240
8	02/24/04	43	50	60	6.00	N/A	5960	5910	5935	5077	5397	50
9	03/02/04	43	72	65	5.50	6.8%	5080	5530	5305	5102	5533	450
10	03/03/04	43	62	67	4.00	N/A	5700	5560	5630	5155	5623	140
11	03/05/04	43	71	75	6.00	N/A	5180	5030	5105	5150	5347	150
12	03/08/04	43		75	3.25	N/A	4520	4320	4420	5090	5052	200
13	03/09/04	42	67	72	3.00	4.5%	5380	5310	5345	5109	4957	70
14	03/10/04	43	72	74	5.00	5.9%	5210	5240	5225	5118	4997	30
15	03/24/04			73	5.00	4.2%	4720	4790	4755	5093	5108	70
16	03/24/04	43	69	72	4.50	6.5%	5110	4970	5040	5090	5007	140
17	03/26/04			77	5.75	3.8%	4400	4480	4440	5052	4745	80
18	03/30/04			70	4.00	6.5%	5280	5180	5230	5062	4903	100
19	04/01/04		65	5	4.40	N/A	4380	4300	4340	5024	4670	80
20	04/02/04			80	4.00	6.1%	5220	5140	5180	5032	4917	80
21	04/12/04			69	4.75	3.9%	5300	5140	5220	5040	4913	160
22	04/14/04			79	4.50	4.2%	5020	4920	4970	5037	5123	100
23	04/28/04			76	5.50	4.8%	4310	4370	4340	5007	4843	60
24	04/28/04			75	6.00	5.1%	4320	4350	4335	4979	4548	30
25	04/28/04			75	6.00	5.2%	4280	4530	4405	4956	4360	250
26	05/03/04			82	5.00	5.5%	4390	4330	4360	4933	4367	60
27	05/03/04			75	4.75	5.0%	4250	4050	4150	4904	4305	200
28	05/03/04			84	5.00	5.0%	4690	4650	4670	4896	4393	40
29	05/03/04			71	5.00	4.3%	4650	4790	4720	4890	4513	140
30	05/03/04			70	4.75	4.5%	5190	4990	5090	4896	4827	200
*** Averages ***			65	70	4.78	5.1%						

COMMENTARY OF STATISTICAL EVALUATION OF CONCRETE DESIGN RESULTS

Mix Num: 8274 **Strength: 4000 psi @ 28 Days**

Paragraph 5.5 of ACI 318-02 provides that as data becomes available during construction, the amount by which (F'cr) must exceed the specified value of (F'c) may be reduced, provided:

(a) 30 or more test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.1, or

(b) 15 to 29 test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.2.

The required average strength has been calculated using a standard deviation calculated in accordance with ACI 318-02 Section 5.3.1.1 or Section 5.3.1.2 and is the larger value of these calculations:

$$F'cr = F'c + 1.34(SD)$$
$$= 4000 + 1.34(460)$$
$$= 4616$$

$$F'cr = F'c + 2.33(SD) - 500$$
$$= 4000 + 2.33(460) - 500$$
$$= 4571$$

SUMMARY OF STATISTICAL ANALYSIS
28 Day Test Data

Number of Tests.....	30	
Maximum Value.....	5935	psi
Minimum Value.....	4150	psi
Range.....	1785	psi
Average Strength.....	4896	psi
Standard Deviation.....	460	psi
Required Average Strength to satisfy minimum probability conditions of ACI 318-02 Section 5.3.2.1.....	4616	psi
Design excess beyond code requirements...	280	psi

MIDLOTHIAN CEMENT • 245 Ward Road • Midlothian, Texas 76065 • www.txi.com

SPECIFICATIONS
Portland Cement
Type I/II (Low Alkali)
A.S.T.M. C150-02a

Bin Number	
Car Number	
Tons	
Date of Sampling	May-2004 Monthly Average

		ASTM SPECIFICATION		TEST RESULTS	
CHEMICAL REQUIREMENTS					
Silica Oxide, Minimum Percent		20.0		20.8	
Alumina Oxide, Maximum Percent		6.0		4.2	
Iron Oxide, Maximum Percent		6.0		3.7	
Magnesia Oxide, Maximum Percent		6.0		1.2	
SO_3 (C_3A less than 8%), Maximum Percent		*		3.2	
Loss on Ignition, Maximum Percent		3.0		1.2	
Insoluble Residue, Maximum Percent		0.75		0.18	
Tricalcium Aluminate, Maximum Percent		8.0		5	
OPTIONAL CHEMICAL REQUIREMENTS					
Total Alkalies, Max. % (Na_2O equiv.)		0.60		0.46	
PHYSICAL REQUIREMENTS					
Specific surface, Blaine Minimum (m^2/kg)		280		357	
Gillmore, Initial Set, Minimum (Minutes)		60		173	
Gillmore, Final Set, Maximum (Minutes)		600		280	
Vicat, Initial Set	Minimum (Minutes)	45			
	Maximum (Minutes)	375		92	
Air Content, Volume, Maximum Percent		12		7	
Autoclave Expansion, Maximum Percent		0.80		0.00	
Minimum Compressive Strengths		MPa	psi	MPa	psi
3 Day		12.0	1740	24.9	3610
7 Day		19.0	2760	31.1	4513

STATE OF TEXAS

Jeff Wendel, being duly sworn deposes and says: that he is Quality Services Manager of TXI Midlothian Cement Plant, who prepared the above report of tests and that the same is true and correct.

Subscribed and sworn to before me on this date: 08/09/04

Notary Public

Quality Services Manager

See ASTM C150 Table 1, Footnote D.

CHERIE MUELLER MARLEY
Notary Public State of Texas
Commission Expires
MARCH 16, 2008

GRACE

Grace Construction Products
W.R. Grace & Co. – Conn.
4323 Crites Street
Houston, TX 77003

713-223-8353
www.graceconstruction.com

1/19/2004

Victor H. Villarreal
TXI Operations, LP
1341 W. Mockingbird Lane
Dallas, Texas 75247

Project Name: All Projects
Product Selected: Daravair® 1000

This is to certify that the Daravair® 1000, a(n) Air-Entraining Agent, as manufactured and supplied by Grace Construction Products, W.R. Grace & Co. – Conn., is formulated to comply with the Specifications for Chemical Admixtures for Concrete, ASTM: C260 AASHTO: M154.

Daravair® 1000 does not contain calcium chloride or chloride containing compounds as a functional ingredient. Chloride ions may be present in trace amounts contributed from the process water used in manufacturing.

The foregoing is in addition to and not in substitution for our standard Conditions of Sale attached.

Fred E. Hightower
South Western Region Technical Services Manager

GRACE

Grace Construction Products
W.R. Grace & Co. – Conn.
4323 Crites Street
Houston, TX 77003

713-223-8353
www.graceconstruction.com

1/19/2004

Victor H. Villarreal
TXI Operations, LP
1341 W. Mockingbird Lane
Dallas, Texas 75247

Project Name: All Projects
Product Selected: Daratard® 17

This is to certify that the Daratard® 17, a(n) Retarder, as manufactured and supplied by Grace Construction Products, W.R. Grace & Co. – Conn., is formulated to comply with the Specifications for Chemical Admixtures for Concrete, ASTM: C494, Type D AASHTO: M194, Type D.

Daratard® 17 does not contain calcium chloride or chloride containing compounds as a functional ingredient. Chloride ions may be present in trace amounts contributed from the process water used in manufacturing.

The foregoing is in addition to and not in substitution for our standard Conditions of Sale attached.

Fred E. Hightower

Fred E. Hightower
South Western Region Technical Services Manager

TEXAS INDUSTRIES
QUALITY CONTROL DEPT.
AGGREGATE SIEVE ANALYSIS

Date: 05/11/2004 **Production Facility:** TXI MILL CREEK

Designation: C57 **Grading Designation:** ASTM C-33 1" - #4

Project: *****ALL TESTS***** **Sample Location:**

SIEVE SIZE	CUMULATIVE WT. RETAINED	CUMULATIVE % RETAINED	CUMULATIVE % PASSING	REQUIRED % RETAINED	SPECIFICATION % PASSING
2.0"					
1.5"		0	100	0	100
1.0"		3.40	96.60	0 – 5	95 - 100
¾"		24.87	75.13		
½"		61.00	39.00	40 - 75	25 - 60
3/8"		79.06	20.94		
#4		95.66	4.34	90 – 100	0 – 10
#8		98.73	1.27	95 – 100	0 – 5
#10					
#16					
#30					
#40					
#50					
#100					
#200					
PAN WT.		Fineness Modules: 1.9			

100% of 6 tests: Size: 57 PLANT: TXI MILL CREEK Job: *******ALL JOBS*******

TEXAS INDUSTRIES
QUALITY CONTROL DEPT.
AGGREGATE SIEVE ANALYSIS

Date: 05/12/2004 **Production Facility:** TXI BELL SAVOY (WADE)

Designation: C 33 **Grading Designation:** ASTM C-33 FINE AGG.

Project: *****ALL TESTS***** **Sample Location:**

SIEVE SIZE	CUMULATIVE WT. RETAINED	CUMULATIVE % RETAINED	CUMULATIVE % PASSING	REQUIRED % RETAINED	SPECIFICATION % PASSING
2.0"					
1.5"					
1.0"					
¾"					
½"					
3/8"		0.00	100.00	0	100
#4		2.19	97.81	0 - 5	95 - 100
#8		10.87	89.13	0 - 20	80 - 100
#10					
#16		20.64	79.36	15 - 50	50 - 85
#30		41.41	58.59	40 - 75	25 - 60
#40					
#50		77.77	22.23	70 - 90	10 - 30
#100		96.23	3.77	90 - 98	2 - 10
#200		99.56	1.44		
PAN WT.		Fineness Modulus: 2.5			

M. C.
Decant
S. E.
100% of tests: 26 Size: 33 PLANT: TXI BELL SAVOY Job: *******ALL JOBS*******

1341 West Mockingbird Lane • Dallas, Texas 75247 • 972.647.6700 • www.txi.com

June 30, 2004

Gibson & Associates, Inc.
P.O. Box 800579
Balch Springs, TX 75180-0579

Attn: Ms. Trish Blackburn

RE: ACTC Drive
Morris Avenue & Addison Road - Addison

8272 8274

The attached concrete mix designs utilizing the appropriate ASTM C-33 or ASTM C-330 aggregate are proposed for use on the above referenced project for ready-mixed concrete to be furnished by TXI.

TXI certifies that the above mix designs, when ordered by specified design identity, and delivered by TXI, will meet or exceed the indicated design strength at the designated age when tested in accordance with the applicable and current ASTM Standards C 31, C 39, C 78, C 172, C 293, applicable provisions of C 94, and evaluated in accordance with applicable provisions of the ACI Building Code.

TXI would like to be included on your mailing list to receive all test reports. ASTM C 94 entitles a manufacturer to receive copies of all test reports when strength of concrete is used as a basis for acceptance.

Contact us if you have any questions or require any additional information. Please notify TXI of approval of the proposed mix design prior to its use. Failure to notify us prior to first placement shall constitute acceptance. To ensure that the proper mix design is ordered, please send a copy of this letter, after approval, to the above referenced project to be used by the person ordering the concrete for this job.

Sincerely,
TXI Operations, LP

Victor H. Villarreal
Manager - Q.A./Q.C.

GENERAL NOTES

Pumping Notes:

1. 5" minimum diameter lines with no reduction to smaller lines.
2. Keep rubber hose to absolute minimum length and plan pipe with as few 90 degree angles as possible.
3. Samples for slump and strength tests should be taken at discharge end of hose for strength guarantee to be valid.
4. To prime pump lines, a minimum of 8.0 sack grout is recommended for lubrication. In the case of strength concrete, equivalent strength grout should be used if the grout remains in the placement.
5. Pump mixes are based on minimum cement content pumped at ground level. As pump line increases in length or height and/or layout configuration changes, mix design modifications may be required to assure strength and pumpability at additional cost to the contractor.
6. TXI cannot control, and is therefore not responsible for excessive loss of entrained air content when loss occurs as a result of boom configuration or free fall discharge from hose. To ensure minimum air loss when pumping, maintain a continuous flow of concrete through the entire length of pipe and do not subject concrete to free fall.
7. The term "pumpable concrete" refers to concrete which is capable of being transported through an apparatus which forces concrete to the placing position through a pipeline or hose as long as the recommendations indicated above are followed. The term "pumpable concrete" does not relate to concrete proportioned in a particular manner or containing a specific type of product.

Strength of lightweight mix designs valid provided strength specimens are air cured in accordance with ASTM Test Method C 567-01, as referenced in section 8.1 of ASTM Specification C 330.

Unless otherwise indicated, when the concrete temperature at point of placement exceeds 90 degrees Fahrenheit, TXI will guarantee the strength performance of the mix design(s) herein submitted up to a maximum placement temperature of 100 degrees Fahrenheit using an ASTM C 494 Type D retarding water-reducer, as long as the concrete is placed within 75 minutes from batch time. Unless otherwise indicated, strength of plain concrete guaranteed up to a maximum placement temperature of 85 degrees Fahrenheit.

We are enclosing all available back up data for the referenced mix design(s). If the strength information is not available, or is insufficient, confirmation tests may have to be conducted by your laboratory.

TXI PROPRIETARY AND CONFIDENTIAL

ACTC Drive
Morris Avenue & Addison Road - Addison

Mix #: 8272
Description: 5.00SK ADMIX/AEA 1"CS
Strength: 3000 psi @ 28 Days

AS REQUIRED

Maximum Size Coarse Aggregate:	1" - #4 CRUSHED STONE
Maximum Water/Cement Ratio:	0.549 lbs/lb
Cement/Cementitious Content:	470 lbs (per cubic yard)
Design Slump:	3.00 inches
Air Entraining Agent:	ASTM C-260
Admixture:	ASTM C-494 Type A or D

MATERIAL QUANTITIES PER 1.0 CUBIC YARD AT S.S.D

470 lbs.	ASTM C 150 TYPE I/II CEMENT
1840 lbs.	1" - #4 CRUSHED STONE
1352 lbs.	CONCRETE SAND
258 lbs.	or 31.0 Gallons of Water
2.0 to	4.0 oz/cwt of ASTM C-494 Type A

Specified Air Content: 3.0% - 6.0%
Placement Slump: 3.00 + or - 1.00 inches

GIBSON & ASSOCIATES, INC.	
X	Approved
	Approved as noted
	Disapproved
Date 7/2/07	By [illegible]

TXI PROPRIETARY AND CONFIDENTIAL

ACTC Drive
Morris Avenue & Addison Road - Addison

Mix #: 8274
Description: 6.00SK ADMIX/AEA 1"CS
Strength: 4000 psi @ 28 Days

PAVING

Maximum Size Coarse Aggregate:	1" - #4 CRUSHED STONE
Maximum Water/Cement Ratio:	0.457 lbs/lb
Cement/Cementitious Content:	564 lbs (per cubic yard)
Design Slump:	3.00 inches
Air Entraining Agent:	ASTM C-260
Admixture:	ASTM C-494 Type A or D

MATERIAL QUANTITIES PER 1.0 CUBIC YARD AT S.S.D

564 lbs.	ASTM C 150 TYPE I/II CEMENT
1840 lbs.	1" - #4 CRUSHED STONE
1273 lbs.	CONCRETE SAND
258 lbs.	or 31.0 Gallons of Water
2.0 to	4.0 oz/cwt of ASTM C-494 Type A

Specified Air Content: 3.0% - 6.0%
Placement Slump: 3.00 + or - 1.00 inches

GIBSON & ASSOCIATES, INC.

X	Approved
	Approved as noted
	Disapproved

Date 7/2/04 By _____

TEXAS INDUSTRIES

CONCRETE DESIGN EVALUATION

Date: 06/30/04 ** Statistics Compiled From Independent Laboratory Test Specimens **

Mix Number: 8272 Strength: 3000 psi @ 28 Days

28 Day Test Data Test Type: COMPRESSIVE Description:ASTM C 39 Compressive Strength

Test Number	Date	Plant Number	Temperature (Fahrenheit) Ambient	Temperature (Fahrenheit) Concrete	Placement Slump(in)	Percent of Air	28 Day PSI 1	28 Day PSI 2	28 Day PSI AVG	Cumulative Average	Moving Avg of 3	Range
1	03/09/04	40	57	64	5.00	5.5%	4690	4650	4670	4670		40
2	03/09/04	40	61	66	4.75	5.6%	4090	4350	4220	4445		260
3	03/09/04	40	68	66	5.00	6.2%	4730	4530	4630	4507	4507	200
4	03/09/04	40	50	61	6.00	6.0%	4270	4150	4210	4433	4353	120
5	03/09/04	12	72	69	4.00	N/A	4650	4840	4745	4495	4528	190
6	03/11/04	40	66	68	5.00	4.2%	3800	3960	3880	4393	4278	160
7	03/15/04		58	56	6.00	4.6%	3540	3640	3590	4279	4072	100
8	03/15/04			70	5.00	4.1%	3910	4000	3955	4238	3808	90
9	03/15/04	36	62	70	4.00	4.8%	4430	4340	4385	4254	3977	90
10	03/22/04	31	52	59		N/A	4400	4450	4425	4271	4255	50
11	03/25/04		63	72	6.25	6.2%	3890	3710	3800	4228	4203	180
12	03/29/04	40	72	67	5.00	N/A	4220	4490	4355	4239	4193	270
13	03/29/04	40	72	67	5.50	N/A	4140	4150	4145	4232	4100	10
14	03/29/04	40	76	73	5.25	N/A	4170	4010	4090	4221	4197	160
15	03/29/04	40	79	74	5.50	N/A	4200	3920	4060	4211	4098	280
16	03/29/04	40	73	68	5.00	N/A	4420	4300	4360	4220	4170	120
17	03/29/04	40	58	66	5.25	N/A	4520	4460	4490	4236	4303	60
18	04/13/04			68	4.50	4.6%	5020	5070	5045	4281	4632	50
19	04/13/04	47	65	64	1.25	4.5%	4560	4370	4465	4291	4667	190
20	04/16/04	12	75	80	5.00	4.5%	3130	3340	3235	4238	4248	210
21	04/19/04	38	70	78	5.75	5.3%	4660	4600	4630	4286	4110	60
22	04/20/04		70	75	4.00	4.8%	4420	4620	4520	4268	4128	200
23	04/21/04		74	76	7.00	5.6%	3730	3630	3680	4243	4277	100
24	04/21/04		73	75	5.50	4.3%	3850	3840	3845	4226	4015	10
25	04/23/04		77	78	5.25	5.6%	4260	4070	4165	4224	3997	190
26	04/28/04		79	81	5.50	4.5%	4020	3930	3975	4214	3995	90
27	05/05/04		74	76	5.00	4.0%	3880	3890	3885	4202	4008	10
28	05/11/04	41	74	76	5.00	N/A	4080	4160	4120	4199	3993	80
29	05/12/04	43	70	72	5.00	N/A	3940	4010	3975	4191	3993	70
30	05/14/04	43	77	82	6.25	5.0%	3700	3720	3710	4175	3935	20
*** Averages ***			68	71	5.09	5.0%						

COMMENTARY OF STATISTICAL EVALUATION OF CONCRETE DESIGN RESULTS

Mix Num: 8272 **Strength: 3000 psi @ 28 Days**

Paragraph 5.5 of ACI 318-02 provides that as data becomes available during construction, the amount by which (F'cr) must exceed the specified value of (F'c) may be reduced, provided:

(a) 30 or more test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.1, or

(b) 15 to 29 test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.2.

The required average strength has been calculated using a standard deviation calculated in accordance with ACI 318-02 Section 5.3.1.1 or Section 5.3.1.2 and is the larger value of these calculations:

$$F'cr = F'c + 1.34(SD)$$
$$= 3000 + 1.34(393)$$
$$= 3527$$

$$F'cr = F'c + 2.33(SD) - 500$$
$$= 3000 + 2.33(393) - 500$$
$$= 3416$$

SUMMARY OF STATISTICAL ANALYSIS
28 Day Test Data

Number of Tests.....	30	
Maximum Value.....	5045	psi
Minimum Value.....	3235	psi
Range.....	1810	psi
Average Strength.....	4175	psi
Standard Deviation.....	393	psi
Required Average Strength to satisfy minimum probability conditions of ACI 318-02 Section 5.3.2.1.....	3527	psi
Design excess beyond code requirements...	648	psi

TEXAS INDUSTRIES

CONCRETE DESIGN EVALUATION

Date: 06/30/04 ** Statistics Compiled From Independent Laboratory Test Specimens **

Mix Number: 8274 Strength: 4000 psi @ 28 Days

28 Day Test Data Test Type: COMPRESSIVE Description:ASTM C 39 Compressive Strength

Test Number	Date	Plant Number	Temperature (Fahrenheit) Ambient	Temperature (Fahrenheit) Concrete	Placement Slump(in)	Percent of Air	28 Day PSI 1	28 Day PSI 2	28 Day PSI AVG	Cumulative Average	Moving Avg of 3	Range
1	02/18/04			60	4.00	5.0%	4490	4120	4305	4305		370
2	02/18/04	43	64	75	5.75	N/A	5400	5190	5295	4800		210
3	02/19/04			70	2.00	5.2%	4780	4710	4745	4782	4782	70
4	02/19/04	42	58	72	5.00	N/A	5490	5350	5420	4941	5153	140
5	02/19/04	40	62	66	4.50	5.4%	4500	4820	4660	4885	4942	320
6	02/20/04			69	4.50	4.7%	4890	4900	4895	4887	4992	10
7	02/20/04	20	62	68	6.00	N/A	5480	5240	5360	4954	4972	240
8	02/24/04	43	50	60	6.00	N/A	5960	5910	5935	5077	5397	50
9	03/02/04	43	72	65	5.50	6.8%	5080	5530	5305	5102	5533	450
10	03/03/04	43	62	67	4.00	N/A	5700	5560	5630	5155	5623	140
11	03/05/04	43	71	75	6.00	N/A	5180	5030	5105	5150	5347	150
12	03/08/04	43		75	3.25	N/A	4520	4320	4420	5090	5052	200
13	03/09/04	42	67	72	3.00	4.5%	5380	5310	5345	5109	4957	70
14	03/10/04	43	72	74	5.00	5.9%	5210	5240	5225	5118	4997	30
15	03/24/04			73	5.00	4.2%	4720	4790	4755	5093	5108	70
16	03/24/04	43	69	72	4.50	6.5%	5110	4970	5040	5090	5007	140
17	03/26/04			77	5.75	3.8%	4400	4480	4440	5052	4745	80
18	03/30/04			78	4:00	6.5%	5280	5180	5230	5062	4903	100
19	04/01/04		65	5	4.40	N/A	4380	4300	4340	5024	4670	80
20	04/02/04			80	4.00	6.1%	5220	5140	5180	5032	4917	80
21	04/12/04			69	4.75	3.9%	5300	5140	5220	5040	4913	160
22	04/14/04			79	4.50	4.2%	5020	4920	4970	5037	5123	100
23	04/28/04			76	5.50	4.8%	4310	4370	4340	5007	4843	60
24	04/28/04			75	6.00	5.1%	4320	4350	4335	4979	4548	30
25	04/28/04			75	6.00	5.2%	4280	4530	4405	4956	4360	250
26	05/03/04			82	5.00	5.5%	4390	4330	4360	4933	4367	60
27	05/03/04			75	4.75	5.0%	4250	4050	4150	4904	4305	200
28	05/03/04			84	5.00	5.0%	4690	4650	4670	4896	4393	40
29	05/03/04			71	5.00	4.3%	4650	4790	4720	4890	4513	140
30	05/03/04			70	4.75	4.5%	5190	4990	5090	4896	4827	200
*** Averages ***			65	70	4.78	5.1%						

COMMENTARY OF STATISTICAL EVALUATION OF CONCRETE DESIGN RESULTS

Mix Num: 8274 **Strength: 4000 psi @ 28 Days**

Paragraph 5.5 of ACI 318-02 provides that as data becomes available during construction, the amount by which (F'cr) must exceed the specified value of (F'c) may be reduced, provided:

(a) 30 or more test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.1, or

(b) 15 to 29 test results are available and average of test results exceeds that required by Section 5.3.2.1, using a standard deviation calculated in accordance with Section 5.3.1.2.

The required average strength has been calculated using a standard deviation calculated in accordance with ACI 318-02 Section 5.3.1.1 or Section 5.3.1.2 and is the larger value of these calculations:

$$F'cr = F'c + 1.34(SD)$$
$$= 4000 + 1.34(460)$$
$$= 4616$$

$$F'cr = F'c + 2.33(SD) - 500$$
$$= 4000 + 2.33(460) - 500$$
$$= 4571$$

SUMMARY OF STATISTICAL ANALYSIS
28 Day Test Data

Number of Tests.....	30	
Maximum Value.....	5935	psi
Minimum Value.....	4150	psi
Range.....	1785	psi
Average Strength.....	4896	psi
Standard Deviation.....	460	psi
Required Average Strength to satisfy minimum probability conditions of ACI 318-02 Section 5.3.2.1.....	4616	psi
Design excess beyond code requirements...	280	psi

MIDLOTHIAN CEMENT • 245 Ward Road • Midlothian, Texas 76065 • www.txi.com

SPECIFICATIONS
Portland Cement
Type I/II (Low Alkali)
A.S.T.M. C150-02a

Bin Number	
Car Number	
Tons	
Date of Sampling	May-2004 Monthly Average

		ASTM SPECIFICATION		TEST RESULTS	
CHEMICAL REQUIREMENTS					
Silica Oxide, Minimum Percent		20.0		20.8	
Alumina Oxide, Maximum Percent		6.0		4.2	
Iron Oxide, Maximum Percent		6.0		3.7	
Magnesia Oxide, Maximum Percent		6.0		1.2	
SO_3 (C_3A less than 8%), Maximum Percent		*		3.2	
Loss on Ignition, Maximum Percent		3.0		1.2	
Insoluble Residue, Maximum Percent		0.75		0.18	
Tricalcium Aluminate, Maximum Percent		8.0		5	
OPTIONAL CHEMICAL REQUIREMENTS					
Total Alkalies, Max. % (Na_2O equiv.)		0.60		0.46	
PHYSICAL REQUIREMENTS					
Specific surface, Blaine Minimum (m^2/kg)		280		357	
Gillmore, Initial Set, Minimum (Minutes)		60		173	
Gillmore, Final Set, Maximum (Minutes)		600		280	
Vicat, Initial Set	Minimum (Minutes)	45			
	Maximum (Minutes)	375		92	
Air Content, Volume, Maximum Percent		12		7	
Autoclave Expansion, Maximum Percent		0.80		0.00	
Minimum Compressive Strengths		MPa	psi	MPa	psi
3 Day		12.0	1740	24.9	3610
7 Day		19.0	2760	31.1	4513

STATE OF TEXAS

Jeff Wendel, being duly sworn deposes and says: that he is Quality Services Manager of TXI Midlothian Cement Plant, who prepared the above report of tests and that the same is true and correct.

Subscribed and sworn to before me on this date: 06/09/04

Notary Public

Quality Services Manager

See ASTM C150 Table 1, Footnote D.

CHERIE MUELLER MARLEY
Notary Public State of Texas
Commission Expires
MARCH 16, 2008

GRACE

Grace Construction Products
W.R. Grace & Co. – Conn.
4323 Crites Street
Houston, TX 77003

713-223-8353
www.graceconstruction.com

1/19/2004

Victor H. Villarreal
TXI Operations, LP
1341 W. Mockingbird Lane
Dallas, Texas 75247

Project Name: All Projects
Product Selected: Daravair® 1000

This is to certify that the Daravair® 1000, a(n) Air-Entraining Agent, as manufactured and supplied by Grace Construction Products, W.R. Grace & Co. – Conn., is formulated to comply with the Specifications for Chemical Admixtures for Concrete, ASTM: C260 AASHTO: M154.

Daravair® 1000 does not contain calcium chloride or chloride containing compounds as a functional ingredient. Chloride ions may be present in trace amounts contributed from the process water used in manufacturing.

The foregoing is in addition to and not in substitution for our standard Conditions of Sale attached.

Fred E. Hightower
South Western Region Technical Services Manager

GRACE

Grace Construction Products
W.R. Grace & Co. – Conn.
4323 Crites Street
Houston, TX 77003

713-223-8353
www.graceconstruction.com

1/19/2004

Victor H. Villarreal
TXI Operations, LP
1341 W. Mockingbird Lane
Dallas, Texas 75247

Project Name: All Projects
Product Selected: Daratard® 17

This is to certify that the Daratard® 17, a(n) Retarder, as manufactured and supplied by Grace Construction Products, W.R. Grace & Co. – Conn., is formulated to comply with the Specifications for Chemical Admixtures for Concrete, ASTM: C494, Type D AASHTO: M194, Type D.

Daratard® 17 does not contain calcium chloride or chloride containing compounds as a functional ingredient. Chloride ions may be present in trace amounts contributed from the process water used in manufacturing.

The foregoing is in addition to and not in substitution for our standard Conditions of Sale attached.

Fred E. Hightower

Fred E. Hightower
South Western Region Technical Services Manager

TEXAS INDUSTRIES
QUALITY CONTROL DEPT.
AGGREGATE SIEVE ANALYSIS

Date: 05/11/2004 **Production Facility:** TXI MILL CREEK

Designation: C57 **Grading Designation:** ASTM C-33 1" - #4

Project: *****ALL TESTS***** **Sample Location:**

SIEVE SIZE	CUMULATIVE WT. RETAINED	CUMULATIVE % RETAINED	CUMULATIVE % PASSING	REQUIRED % RETAINED	SPECIFICATION % PASSING
2.0"					
1.5"		0	100	0	100
1.0"		3.40	96.60	0 – 5	95 - 100
¾"		24.87	75.13		
½"		61.00	39.00	40 - 75	25 - 60
3/8"		79.06	20.94		
#4		95.66	4.34	90 – 100	0 – 10
#8		98.73	1.27	95 – 100	0 – 5
#10					
#16					
#30					
#40					
#50					
#100					
#200					
PAN WT.		Fineness Modules: 1.9			

100% of 6 tests: Size: 57 PLANT: TXI MILL CREEK Job: *******ALL JOBS*******

TEXAS INDUSTRIES
QUALITY CONTROL DEPT.
AGGREGATE SIEVE ANALYSIS

Date: 05/12/2004 Production Facility: TXI BELL SAVOY (WADE)

Designation: C 33 Grading Designation: ASTM C-33 FINE AGG.

Project: *****ALL TESTS***** Sample Location:

SIEVE SIZE	CUMULATIVE WT. RETAINED	CUMULATIVE % RETAINED	CUMULATIVE % PASSING	REQUIRED % RETAINED	SPECIFICATION % PASSING
2.0"					
1.5"					
1.0"					
¾"					
½"					
3/8"		0.00	100.00	0	100
#4		2.19	97.81	0 - 5	95 - 100
#8		10.87	89.13	0 - 20	80 - 100
#10					
#16		20.64	79.36	15 - 50	50 - 85
#30		41.41	58.59	40 - 75	25 - 60
#40					
#50		77.77	22.23	70 - 90	10 - 30
#100		96.23	3.77	90 - 98	2 - 10
#200		99.56	1.44		
PAN WT.		Fineness Modulus: 2.5			

M. C.
Decant
S. E.
100% of tests: 26 Size: 33 PLANT: TXI BELL SAVOY Job: *******ALL JOBS*******

BID FORM
(updated from addendum 1)
Bid 04-19 ACTC Cut Through

Company Name: Gibson & Associates, Inc.

Full Mailing Address: P.O. Box 800579 Balch Springs, TX 75180-0579

Phone Number: (972) 557-1199 Fax (972) 557-1552

Print Contact Name: Trish Blackburn

I have received, read, and will abide by all pages of these specifications. I am a legal agent of the above named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in award of the Bid.

Authorized Signature — A.J. Johnston - Executive Vice President (Print Name and Title) — 5/18/04 (Date)

Description	Quantity	Unit	Unit Price	Total Price
Remove concrete slab	10	SY	63.00	630.00
Remove concrete curb	198	LF	5.00	990.00
Remove Concrete Paving	40	SY	44.50	1,780.00
Remove and Replant Tree	1	EA	330.00	330.00
Remove Shrub	15	EA	11.00	165.00
construct 6" slab	15	SY	69.00	1035.00
Construct Type 1 Handicap access ramp	1	EA	1000.00	1000.00
Construct 6" curb	161	LF	6.00	966.00
construct laydown curb	27	LF	5.00	135.00
Construct 8" concrete driveway	65	SY	105.00	6,825.00
Construct 4" concrete sidewalk	8	SY	55.00	440.00
Furnish and place block sod	10	SY	11.00	110.00
Placement of top soil	10	CY	66.00	660.00
Place brick pavers	8	SY	60.00	480.00
Plant Nellie R. Stevens' Hollies 8-10'	8	EA	467.50	3740.00
Install and Repair Irrigation system	1	LS	2695.00	2695.00
Fire lane striping	161	LF	4.40	708.40

Total Bid 22,689.40

All work, including punch list shall be completed in no more than 60 calendar days. After 60 calendar days, liquidated damages of $1,000 per day will be assessed.

Bid Form signed____
References___

04-19 ACTC Cut Through
Bid Due May 18, 2004 @ 2:00PM

ADDENDUM NO. 1

1. No bid bond required.
2. All work, including punch list shall be completed in no more than 60 calendar days. After 60 calendar days, liquidated damages of $1,000 per day will be assessed.
3. New "Bid Form- Contract" page to be submitted.

ACKNOWLEDGED BY BIDDING CONTRACTOR:

Date: 5/18/04

TRANSMITTAL OF ADDENDUM

****

INSTRUCTIONS:

Acknowledge receipt of Addenda with the form below, please **FAX** to **(972) 450-7096** upon receipt and Acknowledgement of Addenda on outer envelope of bid.

****

Addendum Acknowledgment **Should be faxed to (972) 450-7096**

I Acknowledge the receipt of Addendum No.: **1** Total # Pages: **5**

Town of: **ADDISON, TEXAS**

Project Name: **04-19 ACTC Cut Through**

By Facsimile Transmission on this date: **May 14, 2004**

The undersigned bidder hereby certifies that Addendum No. 1 has been incorporated into the proposal and if accepted becomes part of the contract.

Company Name:	Gibson + Associates, Inc
Signed By (print name):	Patricia Blackburn
Signature:	Patricia Blackburn
Date:	5/17/04
Phone No:	972-557-1199

PLEASE SIGN & FAX THIS PAGE BACK TO TOWN OF ADDISON

(As verification that you received this update)
972-450-7096

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

11210 Rylecrest
P. O. Box 800579
Balch Springs, Texas
75180-0579
972/557-1199
FAX 557-1552

REFERENCES

1. City of Dallas
   Farmers Market
   Mr. Milton Brooks
   214-948-4015

2. Crescent Real Estate
   Walks at Fountain Place
   Mr. Clay Young
   214-220-2115

3. Texas Department of Transportation
   Beltline @ McArthur Improvements
   Mr. Pete Garza
   972-479-9747

BID FORM
(updated from addendum 1)
Bid 04-19 ACTC Cut Through

Company Name: Riverway Contractors & Mgmt.

Full Mailing Address: P.O. Box 7855 Dallas TX 75209

Phone Number: (214) 352 5118 Fax (214) 352 8512

Print Contact Name: Dick Hightower

I have received, read, and will abide by all pages of these specifications. I am a legal agent of the above named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in award of the Bid.

Richard Hightower Richard Hightower President 5-18-04

Authorized Signature Print Name and Title Date

Description	Quantity	Unit	Unit Price	Total Price
Remove concrete slab	10	SY	57.50	575
Remove concrete curb	198	LF	14.50	2871
Remove Concrete Paving	40	SY	71.25	2850
Remove and Replant Tree	1	EA	820	820
Remove Shrub	15	EA	26	390
construct 6" slab	15	SY	57	855
Construct Type 1 Handicap access ramp	1	EA	1925	1925
Construct 6" curb	161	LF	6.00	966
construct laydown curb	27	LF	9.50	256.50
Construct 8" concrete driveway	65	SY	107	6955
Construct 4" concrete sidewalk	8	SY	62.50	500
Furnish and place block sod	10	SY	10	100
Placement of top soil	10	CY	15	150
Place brick pavers	8	SY	170	1360
Plant Nellie R. Stevens' Hollies 8-10'	8	EA	315	2520
Install and Repair Irrigation system	1	LS	3650	3650
Fire lane striping	161	LF	1.25	201.25

Total Bid 25,944.75

All work, including punch list shall be completed in no more than 60 calendar days. After 60 calendar days, liquidated damages of $1,000 per day will be assessed.

Bid Form signed ✓
References___

04-19 ACTC Cut Through
Bid Due May 18, 2004 @ 2:00PM

ADDENDUM NO. 1

1. No bid bond required.
2. All work, including punch list shall be completed in no more than 60 calendar days. After 60 calendar days, liquidated damages of $1,000 per day will be assessed.
3. New "Bid Form- Contract" page to be submitted.

ACKNOWLEDGED BY BIDDING CONTRACTOR:

_____ Date: 5-17-04

BID FORM
(updated from addendum 1)
Bid 04-19 ACTC Cut Through

Company Name: Jim Bowman Construction Co, L.P.

Full Mailing Address: 1111 Summit Ave., Ste. 1, Plano, TX 75074

Phone Number: (972) 423-1313 Fax (972) 423-9447

Print Contact Name: Jim Bowman

I have received, read, and will abide by all pages of these specifications. I am a legal agent of the above named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in award of the Bid.

Authorized Signature | Jim Bowman G.M. Print Name and Title | 5/18/04 Date

Description	Quantity	Unit	Unit Price	Total Price
Remove concrete slab	10	SY	200.00	2,000.00
Remove concrete curb	198	LF	10.00	1,980.00
Remove Concrete Paving	40	SY	170.00	6,800.00
Remove and Replant Tree	1	EA	300.00	300.00
Remove Shrub	15	EA	10.00	150.00
construct 6" slab	15	SY	150.00	2,250.00
Construct Type 1 Handicap access ramp	1	EA	1,000.00	1,000.00
Construct 6" curb	161	LF	3.00	483.00
construct laydown curb	27	LF	30.00	810.00
Construct 8" concrete driveway	65	SY	100.00	6500.00
Construct 4" concrete sidewalk	8	SY	70.00	560.00
Furnish and place block sod	10	SY	10.00	100.00
Placement of top soil	10	CY	60.00	600.00
Place brick pavers	8	SY	225.00	1,800.00
Plant Nellie R. Stevens' Hollies 8-10'	8	EA	425.00	3,400.00
Install and Repair Irrigation system	1	LS	2450.00	2,450.00
Fire lane striping	161	LF	5.00	805.00

Total Bid $31,988.00

All work, including punch list shall be completed in no more than 60 calendar days. After 60 calendar days, liquidated damages of $1,000 per day will be assessed.

Bid Form signed____
References___

04-19 ACTC Cut Through
Bid Due May 18, 2004 @ 2:00PM

ADDENDUM NO. 1

1. No bid bond required.
2. All work, including punch list shall be completed in no more than 60 calendar days. After 60 calendar days, liquidated damages of $1,000 per day will be assessed.
3. New "Bid Form- Contract" page to be submitted.

ACKNOWLEDGED BY BIDDING CONTRACTOR:

_____ Date: 5/17/04

SAFECO Insurance Company
PO Box 34526
Seattle, WA 98124-1526

FIRST NATIONAL SURETY

BID BOND

KNOW ALL BY THESE PRESENTS, That we, Jim Bowman Construction Co., L.P.

of 1111 Summit Ave., S-1, Plano, Tx. (hereinafter called the Principal),

as Principal, and FIRST NATIONAL INSURANCE COMPANY OF AMERICA

(hereinafter called the Surety), as Surety are held and firmly bound unto Town of Addison, Texas

(hereinafter called the Obligee) in the penal sum of 5% GAB ----------

---------- Dollars ($ 5% GAB)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for ACTC Cut Through, Bid # 04-19

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 18th day of May, 2004.

Witness

Jim Bowman Construction Co., L.P. (Seal)
Principal

G.M.
Title

Witness

FIRST NATIONAL INSURANCE COMPANY OF AMERICA

By
Perry Max Attorney-in-Fact

FIRST NATIONAL SURETY

4333 Brooklyn Avenue N.E.
Seattle, WA 98105

POWER
OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
4333 BROOKLYN AVE NE
SEATTLE, WASHINGTON 98105

No. 10538

KNOW ALL BY THESE PRESENTS:

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint
**********RAYMON R. DYER; PERRY MAX; TAMMI ENTRIKEN; Garland, Texas**********

Its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 3rd day of May, 2000.

R A Pierson
R.A. PIERSON, SECRETARY

W. Randall Stoddard
W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of May 2004.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
CORPORATE SEAL
1928
STATE OF WASHINGTON

R A Pierson
R.A. PIERSON, SECRETARY

S-1049/FNEF 7/98

5/3/00 PDF

04-19 ACTC Cut Through
Bid Due May 18, 2004 @ 2:00PM

ADDENDUM NO. 1

1. No bid bond required.
2. All work, including punch list shall be completed in no more than 60 calendar days. After 60 calendar days, liquidated damages of $1,000 per day will be assessed.
3. New "Bid Form- Contract" page to be submitted.

ACKNOWLEDGED BY BIDDING CONTRACTOR:

_____ Date: _____

BID FORM
(updated from addendum 1)
Bid 04-19 ACTC Cut Through

Company Name:_____

Full Mailing
Address:_____

Phone Number: (_____)_____Fax (_____)_____

Print Contact Name:_____

I have received, read, and will abide by all pages of these specifications. I am a legal agent of the above named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in award of the Bid.

_____

Authorized Signature Print Name and Title Date

Description	Quantity	Unit	Unit Price	Total Price
Remove concrete slab	10	SY		
Remove concrete curb	198	LF		
Remove Concrete Paving	40	SY		
Remove and Replant Tree	1	EA		
Remove Shrub	15	EA		
construct 6" slab	15	SY		
Construct Type 1 Handicap access ramp	1	EA		
Construct 6" curb	161	LF		
construct laydown curb	27	LF		
Construct 8" concrete driveway	65	SY		
Construct 4" concrete sidewalk	8	SY		
Furnish and place block sod	10	SY		
Placement of top soil	10	CY		
Place brick pavers	8	SY		
Plant Nellie R. Stevens' Hollies 8-10'	8	EA		
Install and Repair Irrigation system	1	LS		
Fire lane striping	161	LF		

Total Bid_____

All work, including punch list shall be completed in no more than 60 calendar days. After 60 calendar days, liquidated damages of $1,000 per day will be assessed.

Bid Form signed____
References____

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this __day of _____, 2004 by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, of the City of _____, County of _____ and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

ACTC Cut Through

and all extra work in connection therewith, under the terms as stated in the specifications of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the bid specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR'S written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within (60) calendar days per specification after he commences work, subject extensions of time as are provided by the General Provisions. After 60 Calendar days, liquidated damages of $1,000 per day will be assessed.

The OWNER agrees to pay the CONTRACTOR _____ dollars ($XXXX) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

By: _____
City Manager

ATTEST:

_____
City Secretary

ATTEST:

By: _____

By: _____

The following to be executed if the CONTRACTOR is a corporation:

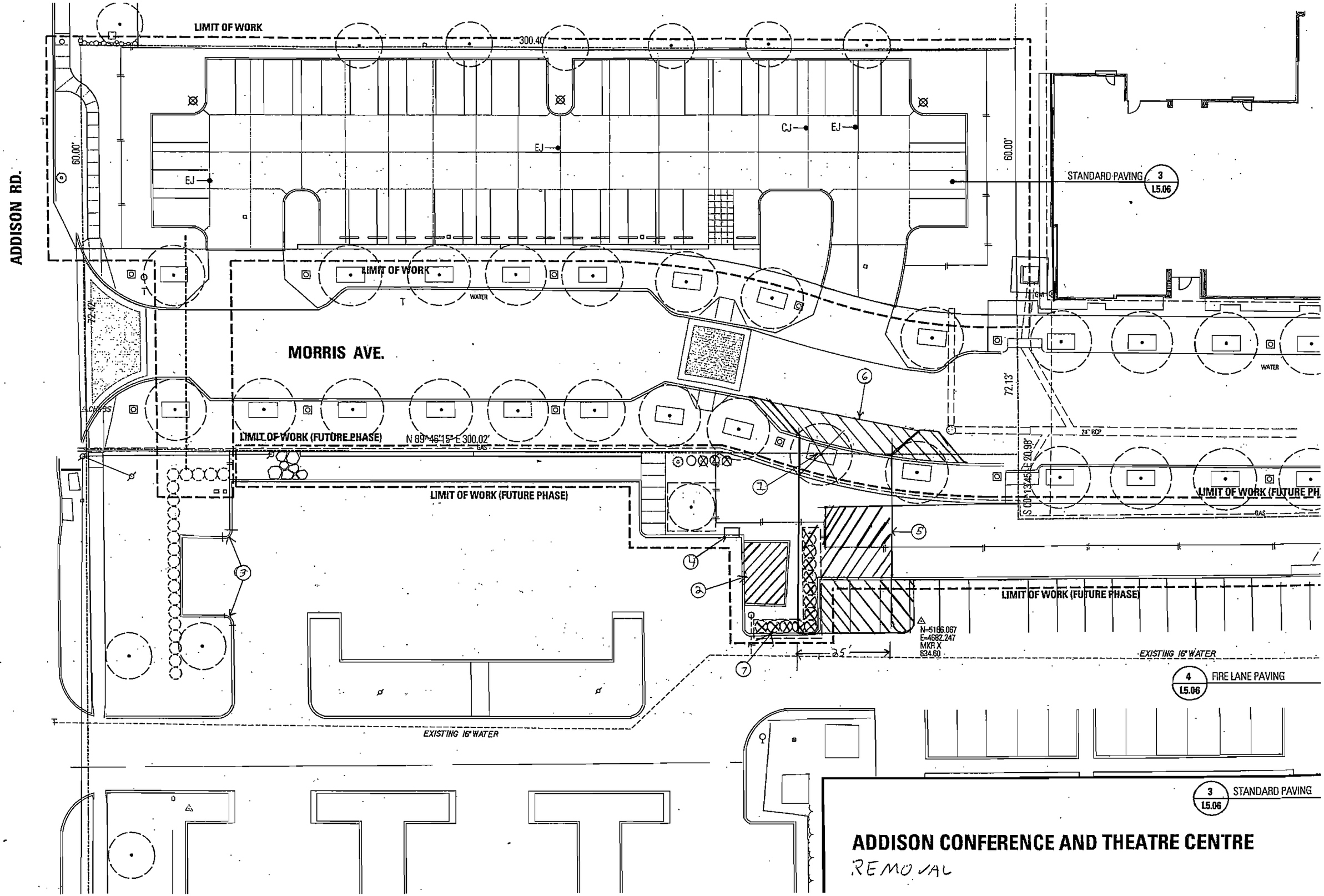
I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

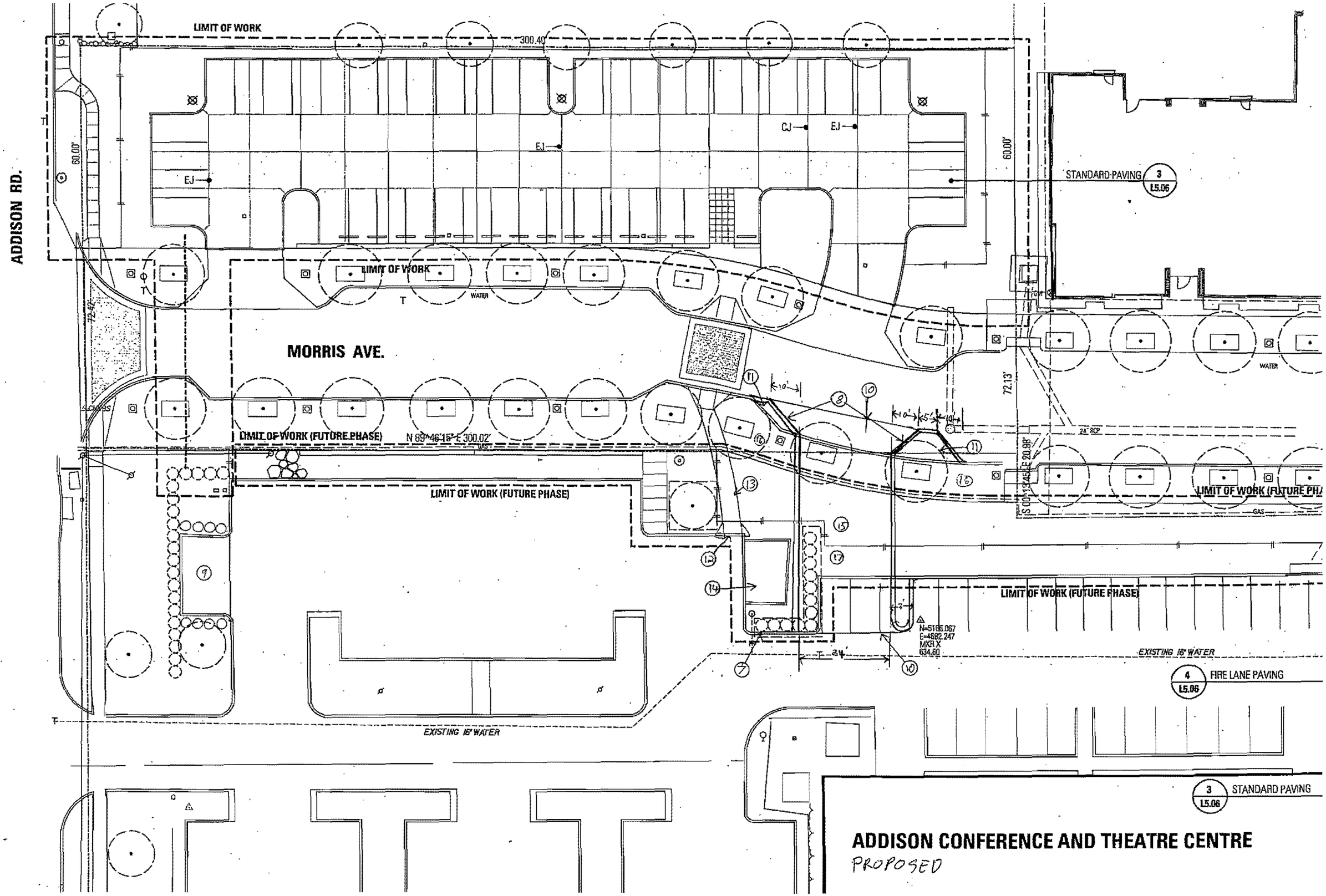
Corporate Seal

AC TC Driveway 5/12/04

Name	Company	Phone Number
Jared Fecht	American Civil Constructors	972-827-0150
ADRIAN BOWMAN	JIM BOWMAN CONSTRUCTION	972-423-1313
Trish Blackburn	Gibson & Associates, Inc.	972-557-1199
Dick Hightower	Riverway Contractors	214352.5118
Steve CHUTCHIAN	TOWN OF A.	972-450-2886
DAVE WILDE	Town of Addison	972.450.2847
Luke Tolbert	TOA	972.450-2860


LIMIT OF WORK
300.40'
60.00'
ADDISON RD.
EJ
CJ
STANDARD PAVING
3
L5.06
LIMIT OF WORK
WATER
MORRIS AVE.
72.42'
CHAIN
LIMIT OF WORK (FUTURE PHASE)
N 89°46'15" E 300.02'
GAS
72.13'
24" RCP
S 00°13'45" E 20.98'
LIMIT OF WORK (FUTURE PHASE)
N=5166.067
E=4682.247
MKR X
634.60
25'
EXISTING 16" WATER
4
L5.06
FIRE LANE PAVING
3
L5.06
STANDARD PAVING
ADDISON CONFERENCE AND THEATRE CENTRE
REMOVAL

MAPA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EXISTING 16" WATER
4
L5.06
FIRE LANE PAVING
3
L5.06
STANDARD PAVING
ADDISON CONFERENCE AND THEATRE CENTRE
PROPOSED

*MAP B

Bid Bond — Bond issue - Minok

Bid form - 0 quantities -

any disturbed soil must be compacted - we call ECS

A&B spec - check

bike - lane striping

DAL-TECH
ENGINEERING, INC.
CONSULTING CIVIL ENGINEERS / SURVEYORS
CONSTRUCTION MANAGERS

VIA FACSIMILE (972) 450-2837
December 16, 2003

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove
Addison, Texas 75024

Re: Engineering Services Agreement
Addison Theater Center – Parking Lot Improvements
Town of Addison

Dear Mr. Chutchian:

Pursuant to your request, DAL-TECH Engineering, Inc. (DTE) is pleased to present the Town of Addison with a fee proposal for the design of a parking lot entrance to access the Addison Theater Center from Morris Avenue. Included with this cover letter is a preliminary construction cost estimate, and the proposed design and construction assistance fees. Listed below is the summary of the proposed fees.

Engineering Fees	$14,500.00
Special Services Fees	4,557.00
Total	$19,057.00

During the preliminary design phase, DTE will provide the Town of Addison with two alternate driveway entrance designs with construction cost estimates for consideration. These drawings will show existing topographic features at the Theater Center and Morris Avenue.

DTE maintains $1,000,000 in Professional liability insurance. DTE also provides Workers Compensation insurance as required by Texas State law. Further, DTE maintains Commercial General Liability insurance against claims for bodily injury, death or property damage with limits not less that $1,000,000 for each occurrence and $1,000,000 in general aggregate. And, DTE maintains Comprehensive automobile and truck liability insurance covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000 per occurrence for bodily injury and property damage. Copies of said policies will be submitted for your review upon acceptance and finalization of the agreement.

If you have any questions, please do not hesitate to call me at (972) 250-2727.

Sincerely,

Sedi A. Toumani, P.E.
SAT/mws/dkj

Attachments: Construction Cost Estimate
Design and Special Services Fees

F:\MARKETING\Fees\Fee Proposal 12.15.03.doc

17311 DALLAS PKWY. / STE. 200 / DALLAS, TX 75248 / 972-250-2727 / FAX 972-250-4774
222 W. EXCHANGE / FT. WORTH, TX 76106 / 817-626-8777 / FAX 817-626-5777
www.dal-tech.com

Town of Addison
Addison Theatre Center - Parking Improvements
12/15/2003

No.	Description	Units	Qty.	Unit Cost	Total
1	Tree and Holly Removal	1	LS	$2,500.00	$ 2,500.00
2	Curb and Gutter Removal	200	LF	5.00	1,000.00
3	Remove Existing Brick Pavers	640	SF	1.50	960.00
4	Remove Existing Driveway	56	SY	10.00	555.56
5	Remove Existing Dumpster Pad	50	SY	6.00	300.00
6	Relocate Fire Hydrant	1	LS	3,000.00	3,000.00
7	8-In. 4000 PSI R.C. Drive	200	SY	55.00	11,000.00
8	6-In. High Integral Curb	200	LF	10.00	2,000.00
9	Install Brick Pavers	320	SF	50.00	16,000.00
10	Install 4 Feet Wide Sidewalk	200	SF	4.00	800.00
11	6-In. R.C. Barrier Free Ramp	2	EA	700.00	1,400.00
12	Dumpster Pad	50	SY	44.00	2,200.00
13	Bermuda Grass Sod	120	SY	8.00	960.00
14	Grading	1	LS	4,500.00	4,500.00
15	Dumpster Screening Wall	40	LF	35.00	1,400.00
16	Relocate Irrigation System	1	LS	2,000.00	2,000.00
17	Striping	1	LS	200.00	200.00
18	Landscaping	1	LS	2,000.00	2,000.00
19	Relocate Light Pole	1	LS	3,000.00	3,000.00
20	Relocate Oncor Electric Manhole	1	LS	7,000.00	7,000.00
21	Testing	1	LS	3,000.00	3,000.00

Total	$ 65,775.56
20% Contingency	13,155.11
Total	**$ 78,930.67**

Sheet Count				
Cover Sheet				$ 1,500.00
General Notes and Quantities Sheet				1,500.00
Utility Plan				1,500.00
Project Layout Sheet				3,000.00
Grading Plan Sheet				3,000.00
Miscellaneous Detail Sheets and Construction Documents				3,000.00
Bidding Assistance				1,000.00
Engineering Fees				**$ 14,500.00**
Special Services				
Topographic and Control Survey	10.0	Hrs	$ 125.00	$ 1,250.00
RPLS	2.5	Hrs	97.00	242.50
Periodic Construction Site Visits	10.0	Hrs	106.45	1,064.50
Landscaping	1	LS	2,000.00	2,000.00
Special Services Total				**$ 4,557.00**
Total Fee				**$ 19,057.00**

Steve Chutchian

To: Stephen Seidel
Cc: Mike Murphy; Slade Strickland; Ron Lee; Rob Bourestom; Luke Jalbert
Subject: RE: Cut Through to Morris Parking Lot

Importance: High

Stephen: Luke Jalbert has almost competed the design of the cut-through. He should have the project pay quantities calculated this week and we will perform a construction cost estimate. If the estimate exceeds $25,000, we will need to bid the project through Minok Suh's office. Rob has a total budget of $50,000. To date, we haven't spent any of this amount in the design process. Mike talked to us about including landscaping and irrigation at this location. We will get with Ron Lee and/or Slade and determine how to bid this work with our project. If Luke can complete his work in the next day or so, he can get with Ron Lee by Wednesday at the latest. I would anticipate that we will need to bid this project, beginning in mid to late March, and proceed through the award process with Council. That will place the construction around the first of June, or between any scheduled public event in the area. If you have any questions, please let me know. Thanks, Steve C.

Also, I think Jim Pierce is the best bet to obtain DART LAP Fund information. Thanks.

-----Original Message-----
From: Stephen Seidel
Sent: Monday, March 08, 2004 12:12 PM
To: Steve Chutchian
Subject: Cut Through to Morris Parking Lot

Steve -

Would you mind providing me a time line or proposed time line for the cut through to the Morris parking lot?

I've also got some questions about DART Lap Funds and when we are elgible to opt out of DART. I'm not sure if you know, but I thought you might have an idea since you keep pretty close tabs on them.

Thanks, and have a good day.

Stephen

Steve Chutchian

From: Luke Jalbert
Sent: Tuesday, April 13, 2004 3:32 PM
To: Steve Chutchian
Subject: FW: 04-19 ACTC Cut through

-----Original Message-----
From: Minok Suh
Sent: Monday, April 12, 2004 3:45 PM
To: Luke Jalbert
Subject: 04-19 ACTC Cut through

Friday, April 16, 2004 - Bid documents due to Purchasing

April 23 - First Ad
April 30 - Second Ad

Pre Bid - ?

Bid Opening - May 11, 2004 2:30PM

Council -

AC TC Driveway 5/12/04

Name	Company	Phone Number
Jared Fecht	American Civil Constructors	972-827-0150
ADRIAN BOWMAN	JIM BOWMAN CONSTRUCTION	972-423-1313
Trish Blackburn	Gibson & Associates, Inc.	972-557-1199
Dick Hightower	Riverway Contractors	214352.5118
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TOWN OF ADDISON
FINANCE DEPARTMENT / PURCHASING DIVISION 5350 Belt Line Road
(972) 450-7091 – Facsimile (972) 450-7096 Post Office Box 9010 Addison, Texas 75001

INVITATION TO BID

The Town of Addison is accepting bids from all interested parties for ACTC Cut Through.

Bid No:	04-19
Bid Name:	ACTC Cut Through
Pre Bid:	MANDATORY May 12, 2004 2:00 PM Service Center 16801 Westgrove Dr. Addison, TX 75001
Bid Opening:	May 18, 2004 2:00 PM Purchasing Division Addison Finance Building 5350 Belt Line Addison, Texas 75254

Since DemandStar.com maintains the vendor files for the Town of Addison, bidders do not need to notify the Town if they do not intend to bid on this project. For vendors that would like to be removed from the bidder's list, please notify the Town of Addison in writing.

If you are not a member of Demandstar and wish to obtain a free copy of the bid specifications, you may pick up one at the Purchasing Department, 5350 Belt Line Road, Addison, TX 75254

Please pay particular attention regarding Receipt and Preparation of the bid.

For questions concerning the biding process, contact Minok Suh, Purchasing Coordinator, at 972-450-7091 or e-mail at msuh@ci.addison.tx.us. For questions concerning the scope of the work contact Luke Jalbert, Project Manager at 972-450-2860 or e-mail at

TOWN OF ADDISON
INSTRUCTIONS TO BIDDERS

1.0 RECEIPT AND PREPARATION OF THE BID

1.1 Bids will be received by the Purchasing Coordinator of the Town of Addison until time specified in the Invitation to Bid, at which time bids will be publicly opened and read aloud, in the Finance Building of the Town of Addison located at 5350 Belt Line Rd., Addison, TX 75254. Bids must be received by the specified time in order to be considered, and bids submitted after this closing time will not be considered and will be returned unopened.

1.2 Each bid shall be enclosed in a sealed envelope, addressed to the Purchasing Coordinator. Town of Addison, P.O. Box 9010, Addison, Texas, 75001. Bids must be labeled in the lower left-hand corner with the bid name and number. Bidders must also include their company name and address on the outside of the envelope.

1.3 Bidders are responsible for making certain bids are delivered to the purchasing division. Mailing of a bid does not insure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, it is suggested that he/she use some sort of delivery service that provides a receipt.

1.4 Bids may be withdrawn prior to the above scheduled time set for closing of the bids. Any bid received after the time and date specified will not be considered.

1.5 The Town of Addison reserves the right to postpone the date and time for opening bids through an addendum.

2.0 ADDENDA AND EXPLANATIONS

2.1 Bidders having any questions regarding the true meaning of the specifications or terms and conditions shall submit these questions to the Purchasing Coordinator. Any and all interpretations or supplemental instructions, which, if issued, will be sent to all prospective bidders. A copy of all addenda issued must be signed and returned with your bid.

3.0 TAXES

All bids are required to be submitted without State Sales tax. The Town of Addison is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

4.0 SCOPE OF WORK

The work under this contract shall consist of the items or services contained in the bid, including all materials, equipment, labor and all other items necessary to complete said work in accordance with the contract documents.

5.0 EXAMINATION OF CONTRACT DOCUMENTS AND SITES

5.1 Before submitting a bid, each bidder must thoroughly examine the contract documents and project site to ensure that the serviees you are proposing meets the intent of these specifications.

5.2 The Town of Addison is not responsible for incomplete bid paekets.

5.3 Bidders are instructed to return all pages of the bid packet that contain written responses.

6.0 BIDDING

6.1 Bidders are instructed to eonsider the following factors in preparation of your bid:

a. Bids shall remain firm for a period of 45 ealendar days after the scheduled bid opening.

b. Exceptions to any specifications, or part thereof, must be clearly stated and included with your Bid Proposal Form.

c. Bidders are instructed to include all necessary eharges, related to this eontract.

7.0 AWARD OF CONTRACT

7.1 The Town of Addison reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities. The contract will be awarded to the lowest responsible bidder whose bid is most advantageous to the city, price and other factors considered. Award may be by line item or in total, at the sole discretion of the Town of Addison.

7.2 Award will be based upon an analysis of the following criteria: Bidders ability to produce the goods or services requested, performanee on similar eontracts, and an evaluation of the bidder's understanding of the purchaser's needs. To demonstrate bidder's qualifications to perform the work, each bidder must submit with their bid, three (3) customer references for similar projects, including name of customer, telephone number and individual to eontact.

8.0 CERTIFICATES OF INSURANCE REQUIRED

8.1 The Contractor shall agree to furnish and maintain, during the period of this agreement, insurance coverage meeting the following requirements:

a. Commercial General Liability Insurance at minimum combined single limits of $500,000 per occurrence and $1,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall inelude Products/Completed Operations, ($1,000,000 Products/Completed Operations Aggregate) and XCU (explosion, collapse & underground) Hazards. Coverage for Products/ Completed Operations must be maintained for at least two (2) years after the work is

completed. Coverage must be written on an Occurrence Form. Contractual Liability must be maintained with respect to the contractor's obligations contained in the contract.

b. Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits of $100,000 per occurrence - each accident, $100,000 per occurrence - disease, and $500,000 aggregate - disease.

c. Commercial automobile liability insurance at minimum combined single limits of $500,000. per occurrence for owned, non-owned and hired coverage.

8.2 Contractor shall provide the following endorsements:

a. Named insured wording which includes the Contractor and the Town of Addison with respect to general liability, automobile liability.

b. All liability policies shall contain cross liability and severability of interest clauses.

c. A waiver of subrogation in favor of the Town of Addison with respect to the worker's compensation insurance and all other insurance policies.

d. The policy shall be endorsed to require the insured to immediately notify the Town of Addison of any material changes in the insurance coverage.

8.3 All insurance shall be purchased from an insurance company, which meets the following requirement:

a. Must be issued by a carrier, which is rated "A-1" or better by A.M. Best's Key Rating Guide.

b. Licensed and admitted to do business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

8.4 All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or it's authorized agent and shall contain provisions representing and warranting the following:

a. The company is licensed and admitted to do business in the state of Texas.

b. The Texas State Board of Insurance has approved the company's forms.

c. Sets forth all endorsements as required above.

The Town of Addison will receive at least thirty (30) days notice prior to cancellation or termination of insurance.

9.0 BONDS REQUIRED

Bonds must be executed prior to beginning work on the project and must be executed by a corporate surety authorized and admitted to do business in the State of Texas and licensed by the State to issue surety bonds. The Surety must be listed in the most recent U.S. Treasury Department's "List of Acceptable Sureties", issued annually on July 1.

9.1 The **Performance Bond** shall be in an amount equal to the total contract price and guarantee that the Contractor shall repair and/or replace any defects in workmanship or materials used therein, for a period of one (1) year from the date of final acceptanee of the work by the owner.

9.2 The **Payment Bond** shall be in an amount equal to the total contract price and guarantee payment to all persons supplying labor and materials or furnishing equipment in the execution of the Contract.

9.3 The **Maintenance Bond** shall furnish by the contractor the Owner, upon acceptance of the work by the Owner. Such Maintenance Bond shall be for a period of one year from the date of acceptance. The amount of the Maintenance Bond shall be 100% of the Contract Price.

All bonds shall be signed by Contractor as principal and by an established bonding company approved by Owner, as surety.

Bonds shall be accompanied by appropriate power-of-attorney clearly establishing extent and limitations of authority of each signer to so sign, and where the work is performed and to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

All bonds shall be made on forms complying with requirements of laws of the State of Texas.

10.0 RESOLUTION OF DISPUTES

The parties hereby covenant and agree that in the event of any controversy, dispute, or claim of whatever nature arising out of, in connection with or in relation to the interpretation, performance or breach of this agreement, including but not limited to any claims based on contract, tort or statute before filing a lawsuit the parties agree to submit the matter to Alternative Dispute Resolution pursuant to the laws of the State of Texas. The parties shall select a third party arbitrator or mediator from the current list of neutrals on file with the Alternative Dispute Resolution Administrator of the Dallas County District Courts. All forms of Alternative Dispute Resolution may be used except binding arbitration. The proceedings shall be conducted in accordance with the laws of the State of Texas.

11.0 NON DISCRIMINATION POLICY

It is the policy of the Town of Addison to afford all people an equal opportunity to bid on any contract being let by the Town.

The Town of Addison has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract.

The Town of Addison will require its employees, agents, and contractors to adhere to this policy.

NOTES

1. Remove existing tree and replant in place of dead tree to the East. Excavate tree well material and replace with select fill. Protect existing underdrain. Plug existing drip irrigation system to tree, and maintain water flow through remaining system.
2. Remove concrete slab and all curb except west side.
3. Remove corner curb Radius.
4. Remove concrete curb to facilitate placing Type I handicap ramp.
5. Remove concrete slab and curb
6. Remove concrete paving
7. Remove shrubs and replace, where necessary, with grass sod.
8. Restore Brick Pavers along proposed driveway edge.
9. Place 6" 4000 psi, #4 rebar 18" O.C. both ways concrete slab, directly on top of existing parking lot.
10. Match existing paving elevations
11. Match brick paver pattern of surrounding sidewalks
12. install type 1 handicap ramp
13. install 4" 3000 psi, #3 rebar 18" OC both ways concrete sidewalk.
14. Level with topsoil, plant with grass sod.
15. Slope proposed driveway to drain
16. Protect existing underground utilities, perform line locates prior to start of construction
17. Install 8" 4000 PSI #4 rebar 18" O.C. Both ways concrete roadway over compacted base.

*MAP A and MAP B attached at end of Specification

All construction shall be in accordance with standard Town of Addison Construction Specifications.

Town of Addison Irrigation Specifications

Revised 01/07/03

These revised specifications supersede any and all others. However, any discrepancies between the approved construction plans and those of the Town **MUST** be brought to the attention of the Town's designated representative for a final determination. The contractor will present the Town's representative an as-built plan at the final walk-through.

1. All work is to be accomplished by or directly supervised at all times by an on-site Irrigator licensed by the State of Texas.

2. The contractor shall verify the water pressure before the installation begins. If the static pressure is different than that of the design pressure, contact the designer and Town's representative immediately so changes can be made. Design head to head with no single head coverage. Use appropriate size nozzles for a given landscape area so as not to spray onto or over paved surfaces or structures. Do not exceed manufacturer's recommendations.

3. The installer is responsible for resetting head and/or box height due to settling and after turf, groundcover, shrubs, trees, and mulch is added to the landscape areas. The contractor must supply a workmanship warranty for (1) year from date of acceptance.

4. Plans are diagrammatic and field adjustments are often necessary. For this reason, prior to trenching, valve locations and head layout with flags needs to be done and approved by the Town's irrigation inspector. Not doing so may result in the relocation of heads and/or valves at the contractor's expense.

5. Water Taps: Water taps will be 2" in size. All parts must conform to the Town of Addison Water Department specifications and are the responsibility of the contractor to provide. Inspection of taps by the Water Department Representative must occur. Excavation and tap permits are required. Contact the Town of Addison Water Department at (972) 450-2871.

6. Water Meters: Only Master or Hersey meters with two (2) brass flanges are acceptable. Meter lay lengths must be in accordance with the Town of Addison Water Department's specifications, housed in appropriate size (to be determined by the Town's Irrigation Inspector) concrete box with lid. New stainless steel bolts and nuts must be used in the installation along with new neoprene gaskets. The box should be level with the final grade using concrete pavers to support and prevent sinking. Backfill inside the box, 3" below meter base with at least 6" of fine (1/2") pea gravel. Connection to main must be approved and inspected by the Town's Water Department Inspector and all tap materials are to be purchased at the expense of the contractor and must comply with the Town of Addison's specifications.

7. Backflow Devices: Only Watts 007 M series inline check valve assemblies with the stainless steel ball valve handles and nuts are to be used. Contractor shall provide and install brass plugs for the test cocks. Connect to the flange using teflon taped copper nipple of sufficient length to center the DCA within its housing. The device will be housed in an appropriate size, (to be determined by the Town's Irrigation Inspector) rectangular concrete box with lid using concrete pavers for

proper stability and height adjustment. The contractor shall be responsible for the DCA testing in accordance with State of Texas law, using a Licensed Backflow Assembly Tester registered with the Town of Addison Water Department.

8. Sleeves : All paving must have Town approved sleeve sizes and quantities present. It is the responsibility of the contractor to notify the Town's Irrigation Inspector of any area where sleeves should be present but are not and provide such materials at his cost. Any paving installed without sleeves will necessitate a bore and subsequent materials at the contractor's expense. All sleeves 2" and smaller will be Schedule 40 PVC with size and location noted on the plan. Larger sizes will be Class 200. All piping underneath paving, including sidewalks, must be sleeved. All sleeves are to be belled end PVC pipe. A minimum length of 12 inches of sleeve material must extend beyond the pavement.

9. Glue and Primer: Use Turftite or Wet-R-Dry brand glue and a good quality purple primer on all lateral lines and all main lines. Avoid excessive use and wipe excess glue off of all joints and fittings with a clean rag.

10. Pipe: All main line pipe 2 inches and smaller is to be Schedule 40 belled PVC; larger sizes are to be Class 200 belled PVC with a minimum depth of 14" and a maximum depth of 16". Put not more than two (2) pipes in any one trench and separate the main line from the lateral line with at least two (2) inch of cover. Class 200 belled PVC lateral piping is to be used with a minimum depth of 12" and a maximum depth of 14".

11. Fittings: No crosses are permitted. Separate tees, 45's, elbows and other fittings by at least 12 inches. Reduction tees are preferred over use of single reducer bushings. Multiple reducer bushings will not be accepted. Only Spears and/or Lasco fittings are permitted. Allow 18 inches outside of sleeve before the first fitting. No 45 degree elbows on 1 inch and larger pipe are allowed.

12. Valves:

A. Master Valves: Every point of connection to the water supply system shall have a Weathermatic 11000 FCR series valve as the Master Valve, housed in a standard (large) Ametek rectangular plastic valve box with 4 to 6 inches of small (1/2") pea gravel placed underneath the valve in such a manner as to prevent soil infiltration into the box. Blue wire shall be used as the station wire for the Master Valve.

B. Station Valves: Only Weathermatic 11000 FCR series valves are permitted. A Ball Valve will be installed before every station or zone valve. They are to be located within a standard (large) Ametek rectangular plastic valve boxes with 4 to 6 inches of small (1/2") pea gravel placed underneath the valve in such a manner as to prevent soil infiltration into the box. The small (1/2") pea gravel should be 2 inches from the bottom of the valve body.

C. Ball Valves: Female threaded plastic Spears or Lasco ball valves with positive T-handle cut off must be installed on every 200 feet of mainline for isolation purposes. A ball valve is also required to be installed before every station valves.

D. Quick Coupler Valves: Use only West Ag V075 single lug quick coupling valves with a metal top. They are to be connected to a threaded fitting. Teflon

tape and appropriate length of gray schedule 80 nipples and schedule 40 fittings are to be used for the swing joint. Secure to 18 inch by ½ inch steel rebar with a stainless steel worm screw clamp. House QCV in a 10 inch round plastic Ametek valve box.

E. Flowmeters: Purchase from a Rain Master supplier and install appropriately sized flowmeter. Follow all installation instructions as approved by Rain Master. The contractor must also purchase from Rain Master and install shielded Rain Master EV-Cab-Sen flow meter cable and install within continuous ¾" or larger gray PVC conduit with 6 inch or larger J-boxes placed every 200 feet or where 360 degrees of fittings are installed; only sweep fittings are permitted. Only a continuous run of cable is allowed; no splices will be allowed except at the point of connection to the flow meter. Connections at the flow meter must first be soldered and then water proofed within a 3-M DBY connector. Note: certain Rain Master requirements must also be met regarding installation order and distances of separation between DCA, flow meter, master valve and the first fitting. It is the responsibility of the contractor to adhere to these requirements. At final walk through, proper operation of the flow meter at the Rain Master controller must be demonstrated.

13. Heads: All heads will be installed using the polyethylene green nipples screwed into threaded fittings unless noted otherwise.

A. Pop-ups - Only Toro 570Z series are permitted. Install ¾ inch above the finished grade.

a. 4 inch pop-ups: turf, tree bubblers within turf areas (use Toro FB-PC nozzles).

b. 6 inch pop-ups with no side inlet: very low ground cover (less than 6 inches at mature height).

c.12 inch pop-ups with no side inlet: ground cover and low growing shrubs. The ground cover and shrubs should not be more than 12" at maturity. The Town Inspector reserves the right to determine of and when heads with side inlets installed using funny pipe will be allowed. When authorized, use Hardie Blue Line Pipe with Toro barb fittings.

B. Rotaries - Only Hunter I-20 Series are permitted, unless noted otherwise. Install ¾" above finished grade.

14. Risers: Use sch.80 PVC with Toro 570-Z shrub head adapters with a short polyethylene nipple screwed into the threaded fitting in the ground. The Inspector reserves the right to determine placement of risers versus pop-ups.

15. Wiring: All wires will be 14 gauge UF. Station wires will be red. Common wires will be white. Master valve wire will be blue. Anytime the wiring changes direction, such as at an elbow or a tee, allow a loop of at least 12 inches alongside the fitting at that location. Only continuous wire runs are permissible. Wire should follow the main line where possible and lay along a single side not crossing over lateral lines.

16. Wire Connectors: Use only DBY connectors for all field wire splices other than at the valves themselves. Allow at least 36 inches of pigtailed wire at each splice.

Use King One Step tan colored connectors for all valve splices. All valve box splices are to be housed in standard (large) Ametek rectangular plastic valve boxes. All field splices are to be in 10 inch round Ametek plastic valve boxes or standard, large rectangular Ametek plastic valve boxes at the discretion of the Town's representative.

17. Backfilling: Prior to any backfilling of trenches, an inspection by the Town's Representative must take place and any necessary changes implemented; otherwise manual excavation to enable proper inspection will be necessary. Use clean and approved topsoil to backfill all pipe to a depth. All heads and boxes are to be backfilled to grade with clean topsoil. No rocks greater than 1 inch are allowed. Compact trenches to alleviate settling. Minimal depth of coverage is 12 inches.

18. Valve sequencing must be performed by the contractor and in an order approved by the Town Irrigation Inspector. At least 12 inches of extra station wiring within the bottom of the pedestal is necessary for each zone and must be of neat and orderly appearance.

19. Any deficiencies in coverage noted by the Town Irrigation Inspector will be rectified at the cost of the contractor.

20.Controller: A Town's representative will determine the type of controller to be used. All controllers shall have a concrete pad of 36" by 36" by 6". Install the controller after the concrete pad is completely cured (two days). Use only appropriately sized stainless steel bolts, washers and nuts to secure the controller to the concrete pad. All wiring is to enter the pedestal via appropriately sized PVC sweep elbows extending at least 1" thru and 6" out from under the pad. Control/master valve wiring, flow meter wiring and 120-V service wiring are to be separated with each having its own access elbow. An additional spare ¾" sweep elbow for phone service is to be installed as well. All national and local codes must be followed during the installation.

A. A/C controller - Only Irritrol MC Plus controllers will be acceptable. Both Mini-click rain and freeze sensors will be installed and placed where they can operate properly. All non-Rain Master controllers must be permanently wired for quick attachment to a Rain Master remote control unit.

B. Battery and/or Solar Operated Controllers - Only LEIT controllers will be acceptable. Install rain or freeze sensors on these controllers with SKIT8821-4 installation kit.

C. Rain Master: Only an approved size Rain Master Evolution DX-2 controller with a stainless steel pedestal and heavy duty transient protection is permitted. The controller must include all necessary hardware to ensure reliable communication and operation with the Town's central control located at 16801 Westgrove. Installation must include the following Rain Master hardware, purchased only from a Rain Master supplier: DX-03 sensor board, DX-PH phone communication option, flow meter (same size as the mainline), and shielded EV-CAB-SEN flow meter cable. It is the contractor's responsibility to entail the cost of and work in conjunction with South Western Bell Telephone to establish a dedicated phone service and install an interface within the pedestal at each controller location via direct burial cable. The entire installation must conform to Rain Master specifications and be

approved by the Town prior to and be inspected during installation. Such specifications will include grounding and pad configurations and distances of separation from water meter to DCA to master valve to flow meter and the first fitting. A functional Mini-clik freeze and rain sensor must be installed in an approved location and by an approved method. For part numbers and pricing of any Rain Master equipment, contact Matt Swor of Longhorn Inc. at (972) 406-0222. For technical questions, call John DuBose of Rain Master at 214-632-2289.

21. Communication is the key. **If you are unsure, CALL** Ron Lee, the Operations Manager of the Addison Parks Department (972) 450-2863.

Landscape Scope of Services
Morris to Conference Center Connector

March 22, 2004

Irrigation:
General Notes-

1) Two valves and one quick coupling valve located just north of the existing dumpster location will need to be relocated to the west into the turf just at the east end of the Nellie R. Stevens (NRS) holly line along Morris Ave. **Note**: This must be done prior to paving excavation to allow for watering of other unaffected zones. A stub-out of the mainline will need to be installed and capped as well as all affected lateral lines will need to be cleanly cut and capped to allow for such watering.
2) The existing irrigation and tree under-drain in the tree planting pit that is to be permanently removed for the installation of the driveway must be reworked. Excavate the entire pit by: Removing all plantings, transplanting the tree (See General Note under Landscaping), and removing all soil, filter fabric, and rock exposing the tree under-drain and the tree pit irrigation. The perforated tree under-drain must be converted to solid pipe of the same schedule rating (believe to be Schedule 40) by utilizing the same size piping, rubber boot-type connectors and stainless steel worm clamps. Backfill the pit to the level of the irrigation with small lifts of native black soil compacting each lift sufficiently to prevent settling. Remove irrigation lateral irrigation line with fittings and replace with solid pipe and join each end with the existing lateral lines on each side of the tree pit. The newly installed lateral line, existing mainline, and existing wiring must be installed in a solid sleeve of the same size as the existing. Note: Splicing of wire is not permissible. Installation of sleeve can be achieved by slitting of the sleeving material, forcing an opening wide enough to allow for the sleeving material to be placed over the lateral, mainline, and wiring, and securing each end with rubber boot-type connectors and stainless steel worm clamps. Wrap the entire assembly in filter fabric and secure with duct tape. Complete backfilling of the tree pit in small lifts with native black soil adequately compacting each lift to prevent settling.
3) Must install two Schedule 40 sleeves, one 4" and one 2", across the new driveway and have them extend a minimum of 12" out from under all pavement. Coordinate the installation of the sleeving with the paving contractor prior to pouring the concrete. Cover the end of the sleeves to prevent soil infiltration until ready for use.
4) All wiring impacted will need to be taken loose at the existing 10" round splice box (See white flags) located just west of the valves in #1 above. New wires will need to be run from the existing wire splice box to the relocated positions for the two valves in #1 above. Additional wiring for existing valves located east of the

new driveway will need to be run from the existing splice box, through the newly installed 2" sleeve, to a new 10" round splice box to be installed on the east side of the new driveway. Existing and relocated valve wiring must be re-connected to existing wiring within the existing splice box on the west side of the new driveway and automatic controller operation verified. All wiring to be 14-gauge UF and all splices are to be King One Step beige in color. Allow (18) inches of pig-tailed wire at each point of connection. Note: Existing valve wiring for zones east of the new driveway will need to be carefully excavated to expose enough existing wire to allow for the 18" pigtail.

5) Heads: All turf heads are to set cap high above finished grade prior to sod installation, and all bed heads are to be cap high above the finished mulch layer.
6) All work must: Progress as quickly as possible to avoid prolonged watering down time, comply with the Town of Addison Irrigation Specifications, and be accomplished by an irrigator licensed by the State of Texas.

Existing Controller/Zones:

Zone #8-

1) Location: Bermed turf area north of theater offices and east of the existing concrete pad at the north edge of the theater employee parking lot.
2) Valves for this area are within the turf area of the berm
3) Wiring for these valves will need to be spliced in the new 10" round box installed on the east side of the new driveway, and new wiring will need to be ran from this box, through the newly installed 2" sleeve, and terminate at the existing 10" splice box located on the west side of the driveway. Tie these wires into existing wires within the splice box on the west side of the driveway and verify automatic controller operation of these valves.

Zone #7 (See Red flags)-

1) One of the two existing valves north of the current dumpster location which will have to be relocated (See Irrigation General Note #1 above)..
2) Controls turf along the north side of the existing concrete pad north of the theater offices and theater employee parking lot, and the turf north of the current dumpster location.
3) Must relocate valve to the turf area just east of the NRS holly row along Morris Ave. Move (2) heads with Quarter (Q) nozzles to the west as far as needed so that the new location will be on the edge of the new driveway curb. (See double Red flags). Run new lateral line from existing one located and capped at the start of the project, through the newly installed 4" sleeve, and tie into the existing line for the heads north of the concrete pad that are to remain. Note: Depending upon where the west curb of the new driveway is located, an additional head may need to be installed on this lateral at the west edge of the driveway for coverage.

Zone #6 (See Yellow flags)-

1) Second of the two valves north of the current dumpster location which needs to be relocated to the turf area just east of the NRS holly row along Morris Ave.
2) Controls all the NRS hollies east of Addison Rd. and north of the Addison Rd. entry drive into the Conference Center parking lot, the turf strip between the NRS

hollies along Morris Ave., and (3) turf heads just east of the existing concrete pad north of the theater offices.

3) Run new lateral line through the newly installed 4" sleeve and connect each end to existing lateral lines (from the valve and from the three heads outlined in #2 above) cut and capped at the start of the project. Also connect new lateral line from the valve to the existing lateral line for the NRS hollies to the west that was cut and capped at the start of the project.

Zone #4 (See Pink flags)-

1) Controls turf on north and south sides of proposed new dumpster location.
2) Move (4) turf heads with Q nozzles approximately 5' directly away from the existing curbs to allow for formation of new bed. Install a new lateral line and (4) new Toro 570-4P bed heads with 10 Half (H) nozzles. Locate the heads approximately 3" off of the existing curb and triangulate them off of the locations for the to be installed NRS hollies (place one head between each two holly trees). Tie the new lateral line into the existing lateral line supplying water to the existing row of NRS hollies along Morris Ave. Note: Point of connection to be in the void behind the existing electrical cabinet at the northwest corner of the site. Heads must be cap high above top of mulch layer after installation of plantings.

Landscaping:

General Note: Required prior to paving excavation is the removal and relocation of (1) Live Oak tree along the south side of Morris Rd. (relatively recently planted 100-gallon) to the east to replace the dead adjacent Live Oak. All plantings within the relocation tree pit to are to remain and will most likely need to be removed and re-installed. Note: Any plant material that dies will need to be replaced at the contractor's cost. Exercise extreme care not to plant the tree too low. Any damage to the irrigation system must be repaired to the satisfaction of the Town of Addison representative immediately. Stake the newly transplanted tree from the scaffolding branches down to T-posts using 14-gauge galvanized wire and rubber hose at the point of tree contact to prevent bark damage.

1) Establish new 5' wide beds on the north and south sides of the proposed new dumpster location. Install 3/16" thick steel edging from the east curb to the existing edging along the existing NRS holly row along Addison Rd. Kill existing vegetation within the edging confines with Roundup and remove once dead. Prep new planting areas by thoroughly tilling 8" deep with 4" of finished compost from Soil Building Systems. Plant (6) 100-gallon specimen quality Nellie R. Stevens holly within the new planting beds; (3) on each side to screen the dumpsters. Thoroughly water in the new plantings and mulch with 3" of shredded hardwood bark.
2) Remove all debris, rock, roots, etc., and backfill all low spots within the construction area with black native topsoil. Fine grade all areas and solid sod with Common Bermuda thick cut grass sod grown on black clay soil. Thoroughly water in all new grass and roll to level.

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT (972) 450-2871
Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

GENERAL CONSTRUCTION NOTES

A. Prior to commencing construction, three sets of Approved Construction Plans (Civil Set) shall be provided to the Town of Addison Public Works Department. The owner or their authorized representative, shall convene a pre-construction conference among the Town of Addison, the Consulting Engineer(s), Contractor(s), Utility Companies, and any other affected parties, at least 48 hours prior to the beginning of construction. Contact the Assistant Director of Public Works or the Public Works Inspector at (972) 450-2871.

B. The contractor shall obtain a Right-of-Way Permit from the Town of Addison prior to working within the public right-of-way.

C. It is the contractor's responsibility to contact any Utility Companies for location of existing facilities in or near the work areas. These include, but may not be limited to the following:

The Town of Addison	Comcast (AT&T)
Oncor Gas and Electric	MCI WorldCom
SBC (Southwestern Bell)	Brooks Cable
TCI/Charter Cable	Explorer Pipeline

D. The contractor shall provide submittals to the Town of Addison, for approval of all materials to be added to the Public Infrastructure, prior to incorporating materials into the job.

E. The utility contractor shall submit to the Town of Addison, an approved trench safety plan, sealed by a professional engineer registered in the State of Texas, for the installation of utilities greater than five (5) feet in depth.

F. The contractor /developer shall verify compliance with NPDES and submit a SWPPP as part of the construction plans.

G. A traffic control plan that complies with Part VI of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways shall be submitted as part of the construction plans.

H. Temporary or permanent barricades shall remain at all points of ingress or egress to prevent public use until such street receives final acceptance.

I. During construction, the owner shall provide a qualified geotechnical lab to perform material testing during the construction, at the request of the Town of Addison.

PRIOR TO FINAL ACCEPTANCE BY THE TOWN OF ADDISON, THE FOLLOWING ITEMS SHALL BE COMPLETED:

1. The contractor, at their expense, shall repair any existing pavement, curb, irrigation system, landscaping, and/or sidewalks damaged or removed due to construction activity.

2. Lot pins shall be installed after construction and prior to final acceptance. Concrete monuments shall be placed as shown on the final plat and iron pins shall be placed at block corners, curve points, and angle points in public right-of-way. Concrete monuments shall be six (6) inches in diameter and twenty-four (24) inches long. An iron rod one-half inch in diameter shall be embedded at least three (3) inches into the monument at the exact intersection point of the monument. The monument shall be set at such an elevation that after construction; the top of the monument will be not less than twelve (12) inches below finished grade.

TOWN OF ADDISON
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"GENERAL CONSTRUCTION NOTES" cont.

3. The contractor shall stamp a 2-inch "W" and a 2-inch "S" in the curb at the location of the water and sewer service lines, respectively. A 2-inch "C" shall mark conduits crossing pavement, and a 2-inch "V" shall mark water valves, with the "point" of the "V" toward the valve.

4. All existing and proposed improvements (valves, manholes, fire hydrants, water meters, etc.) shall be adjusted to final finished grade by the contractor.

5. Any adjacent properties affected by the construction shall be restored to pre-construction condition, or better.

6. A Registered Professional Engineer in the State of Texas shall certify that the project was constructed in accordance with the plans and specifications approved by the Town of Addison.

7. The owner shall provide one reproducible set, two blue line sets, and one electronic media (Intergraph or AutoCAD) copy of dimensioned "As-Built" plans (dimensioned, dated, sealed and certified by a Registered Professional Engineer in the State of Texas).

8. A list of materials and appurtenances included in the public infrastructure shall be submitted. Square footage of approaches and sidewalks shall be included in this list.

9. The contractor shall provide verification of completion of all required tests (pressure, bacteriological, backflow, vacuum, mandrel, VHS video of sanitary sewer, etc.)

10. A Maintenance Bond shall be submitted for the Public Infrastructure:
    - 100% for valuations less than or equal to $5,000.00
    - $5,000.00 for valuations > $5,000.00 but < $50,000.00
    - 10% for valuations > $50,000.00.

    The Bond is typically submitted by the General Contractor, but may also be submitted by the Property Owner. The Bond shall be for a period of one year beginning with the date of final acceptance by the Town.

11. The contractor shall call (972) 450-2847 to request a walk-through inspection of the public infrastructure.

12. Water and sanitary accounts shall be set up with Utility Billing (972-450-7081) and all necessary deposits paid by the party responsible for the water services.

13. Issues identified during the final walk-through inspection that require revision, repair, or additional work may be addressed in a letter to the Town of Addison. The letter should be sent to the attention of the Assistant Director of Public Works, PO Box 9010, Addison, TX 75001, on official letterhead (Owner/General Contractor), and will include a list of the items and the projected completion date. Upon receipt of said letter, the Public Works Inspector *may* sign off on a "temporary" Certificate of Occupancy provided there is no endangerment to health or safety.

14. Upon completion of all required work in a satisfactory manner, and receipt of all the requirements listed above, the Public Works Inspector will sign off on the full Certificate of Occupancy. Other departments or agencies may have separate requirements not covered by the Public Works Department.

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010
(972) 450-2871
16801 Westgrove

Dear Water Service Customer/Certificate of Occupancy Applicant:

The Town of Addison Utilities Division of the Public Works Department is committed to providing its residential and business customers the safest, most reliable water supply possible. In order to maintain the integrity of our water supply and comply with increasing state and federal public drinking water regulations, Addison has implemented a Cross-Connection Control (CCC) Program (See attached information sheet).

A major component of our CCC Program is the installation of the appropriate backflow prevention assembly at each service connection to the City's mains. The determination of which assembly is necessary is based on the type and degree of any potential hazards in the consumer's water system.

The owner/developer is responsible for this installation on all new service connections, all existing services when the plumbing system undergoes permitted modifications or additions, change of property ownership; and on existing services that have been disconnected for any reason upon completion of a system survey prior to re-connection to the City service.

A certified assembly tester as approved by the Town of Addison shall test all assemblies upon installation. Additionally, all Reduced Pressure Zone Assemblies shall be tested annually, and other assemblies shall be tested periodically as determined by the Town of Addison.

Please be aware that the installation of a backflow prevention device on an existing water service creates a closed system that is susceptible to thermal expansion, and the possibility of damage due to said thermal expansion exists. Consultation with a qualified licensed plumber is recommended.

Any questions regarding the above information can be directed to Phil Kagarice at 972-661-3160.

The Town of Addison Utilities Division
Public Works Department
PO Box 9010
Addison Texas 75001-9010

Attachment

April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT (972) 450-2871
Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

CROSS CONNECTION CONTROL INFORMATION SHEET

The Town of Addison is required by the Texas Natural Resources Conservation Commission to eliminate cross connections and maintain a **Cross-Connection Control Program** for the potable water distribution system servicing your business. The program includes the installation of **backflow prevention assemblies** where appropriate.

If you are like most water users, the terms **"cross connection"** and **"backflow"** hold little or no meaning for you. However, understanding cross connections and how they can affect you and your drinking water, is important.

A CROSS CONNECTION is any physical arrangement where a public water system such as the Town of Addison, is connected directly or indirectly with any other apparatus that may cause any substance, other than the city's drinking water, to enter the drinking water system.

BACKFLOW means the flow in the direction opposite to the normal flow or the introduction of any foreign liquids, gases, or substances into the water distribution system. Backflow can occur under any set of hydraulic conditions where an approved backflow assembly does not protect the system.

It is a logical assumption that because water is always under pressure, it can only flow in one direction. However, can it flow in the opposite direction? The answer is yes, and when it does it sometimes can result in disastrous events. Water will always flow towards the point of lowest pressure. If a main line in our system should break, or if a fire occurred and the fire department opened several hydrants, the pressure in our water mains could drop dramatically, causing a reversal of flow. The potential for this reversal of flow is why your water utility department is concerned about the possibility of backflow of contaminants into our water system.

Fortunately, the remedy to cross connections and potential cross connections is simple preventative medicine. You are required to have an approved backflow prevention assembly.

TOWN OF ADDISON CODE OF ORDINANCE
Sec. 82-94. Installation of check valves.

> "An approved check valve shall be placed on the property side of the water connection to prevent contamination of the water system. In the event a check valve was not installed at the time service was obtained from the Town, after due notice in writing, the consumer shall have installed a check valve of the approved type or the water service will be terminated. (Code 1982, § 18-94; Ordinance No. 084-064, § 10, 8-28-84)

The Town of Addison utility department will help the water user identify potential problems and suggest ways to eliminate them and recommend the proper backflow prevention assembly that the city requires. The Town of Addison has a program to identify potential cross connections and oversee the installation of backflow prevention assemblies. While our goal is to always provide you with safe, dependable water, we can't do it alone. We need your help to prevent contamination through backflow and to keep our water safe throughout the system.

12/01/95 amended April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT (972) 450-2871
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TOWN OF ADDISON
GENERAL REQUIREMENTS
FOR WATER SERVICE

All new meters installed in the Town of Addison shall be equipped with electronic encoder registers, programmed to read in thousand gallon increments, and equipped with touch-pad readers.

Connection fees:

.75" = $ 50.00	2" = $400.00	6" = $800.00
1" = $100.00	3" = $500.00	8" = $1,000.00
1.5" = $150.00	4" = $600.00	10" = $1,200.00

Domestic (potable) Use:

1. All commercial unit applications for domestic use having flow demands greater than 160 g.p.m. shall employ either a compound type meter, or a single-jet meter, ≥ 2", and conforming to Town of Addison Specifications. Hersey MCTII™, Neptune Tru/flo™, or Badger Recordall™ Compound Series are the accepted compound models at this time. Single-jet meters shall be Metron-Farnier Spectrum™.

2. All services with flow capabilities ≤ 160 g.p.m. shall employ either a nutating disc, single-jet, or turbine meter, sized ≤ 2", conforming to Town of Addison Specifications. Disc meters shall be Hersey400 Series IIS™ or 500 Series IIS™, Neptune T-10™, or Badger Recordall™ Disc Series. Single-jet shall be Metron-Farnier Spectrum™, and turbine meters shall be Hersey MVR™, Neptune HP™, or Badger Recordall™ Turbo Series meters.

Lawn Irrigation:

1. All Irrigation services ≥ to 1.5" shall employ a turbine, or single-jet type meter conforming to the above guidelines.

2. Less than 1.5" irrigation meter may be disc meters, but turbine meters are preferred.

3. Connection fees are waived for Irrigation services.

Fire Service:

1. Less than or equal to 2" meters shall be a turbine, or single-jet meter as described above.

2. Greater than 2" shall be either a Double Check Detector Assembly, or a Reduced Pressure Zone Detector Assembly. These assemblies shall be approved by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research (USC-FCCCHR), and installed in USC approved orientations and clearances.

3. Connection fees apply; see above.

April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT (972) 450-2871
Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

Backflow Prevention Assemblies:

1. All water services (except fire services > 2", see page one) shall have the appropriate BPA installed immediately after the meter. If there are space limitations or other considerations that would preclude installation in that location, the BPA may be installed inside a building or other location. There may be no unprotected taps or tees into the service between the meter and the BPA. The Town of Addison Public Works Department must approve proposed installations prior to actual installation. All installations shall comply with USC-FCCCHR approved orientations and clearances as found in the most recent edition of the ***Manual of Cross-Connection Control***.

2. All BPA's must be on the most current ***List of Approved Backflow Prevention Assemblies*** as published by the USC-FCCCHR.

3. The appropriate BPA will be determined by the Town of Addison Utility Division, using the most current edition of the ***Manual of Cross-Connection Control*** as published by USC-FCCCHR as a guideline. Final determination rests with the Town of Addison.

4. The plumber, contractor, and/or owner is responsible for having the BPA tested upon installation and initiation of service by a Tester certified according to TCEQ Rules for the specific type of installation (i.e. Fireline, General) and registered with the Town of Addison Utility Division. Thereafter, it will be the responsibility of the party paying the water bill, to have the BPA tested as determined by the Town of Addison Utility Division based on type of device and Degree of Hazard. Reduced Pressure Zone Assemblies shall be tested at least annually.

5. Stainless steel, brass, or nylon/plastic plugs shall be placed in all test cocks after testing. The use of Teflon tape is required to facilitate removal of plugs for future testing of the device. Plumber's putty or pipe dope is unacceptable for this installation.

6. Double Check Valve Assemblies may be placed in a meter box, but the box must be of sufficient size to provide the proper clearances for accessing, testing, and repair of the device. All above ground device installations shall be protected from freezing with apparatus designed for such use. ***In no case shall Reduced Pressure Zone Assemblies be permitted in a meter box or vault, or any other below grade installation.***

April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT (972) 450-2871
Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

FIRE PROTECTION SYSTEM
REQUIREMENTS FOR FINAL ACCEPTANCE

To whom it may concern:

The following will be required before the final acceptance of the underground portion (from water main to riser) of your fire protection system.

1. A State Fire Marshal Certificate of Registration for sales, installation, and service of fire protection sprinkler systems must be on file with the Town of Addison Fire Marshal's office. Copy to Public Works Inspector.

2. The name and license number of the Responsible Managing Employee must be on file with the Town of Addison Fire Marshal's Office. Copy to Public Works Inspector.

3. "As-Built" plans of the underground system, which have been signed by the Responsible Managing Employee, must be submitted to the Public Works Inspector.

4. Visual inspection, pressure test, and flush test will have been satisfactorily completed and verified by the Public Works Department.

After completion of the above items, a letter of acceptance will be sent to the contractor, and a copy will be sent to the Town of Addison Fire Marshal's Office.

April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT
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16801 Westgrove

FIRE LINE WATER SERVICE >2"

Contractors and/or plumbers are responsible for compliance with the following specifications:

All fire line services shall include an approved Double-Check Detector Assembly or Reduced Pressure Zone Detector Assembly at the point of connection to the City's water supply. An approved assembly shall be in the most current edition of the List of Approved Backflow Prevention Assemblies as published by the **Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.**

DCDAs shall be placed in a concrete vault of sufficient size to allow for convenient testing and/or repair. The vault shall have a concrete floor, and any joints shall be sealed to prevent infiltration of mud and silt. The vault doors shall be aluminum of the "Bilco" type (but not necessarily that brand), lockable, large enough to allow removal of the complete Assembly as a unit, and placed directly over the unit for ease of access. **RPZ assemblies must be installed above ground according to USC installation guidelines,** and protected from freezing and/or tampering with an approved enclosure.

The Assembly and piping shall be supported with manufactured supports designed for such application. (For clarification, reference Specification for Standon Pipe Supports as manufactured by Material Resources Co., Hillsboro, Oregon, 503-693-0727 - Models S89 or S92.

The Assembly shall be complete with the USC approved appurtenances. The detector meter shall be any one of the following: Hersey Model 430, Hersey MVR-30, Badger Recordall Model 25, and Neptune Model T-10.

The detector meter piping shall have an in-line or angle curb-stop or an approved ball valve before the meter and the compatible Double-Check or RPZ Assembly after the meter, and a test port after the assembly.

All meters shall be equipped with electronic encoder registers and touch-pads. (See *General Requirements for Water Service)*

Mainline piping shall include a mechanical-joint flange adapter on the inlet end of the Assembly to facilitate future removal or replacement of the Assembly.

The contractor shall be responsible for having the Assembly tested by a "certified" Fire-Line Tester upon installation of the system, and prior to final, continuous connection to the City's water supply. The original of the report shall be supplied to the Town of Addison Utility Division of the Public Works Department.

A meter deposit is required for all meters prior to initiation of service. Application and deposit will be made to the Town of Addison Utility Billing Department (972-450-7081) by the party responsible for the water bill.

Deviations from this standard may be considered at the discretion of the Director of Public Works only insofar as the protection of the Public Water Supply is not compromised.

April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT (972) 450-2871
Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

WATER SERVICE

Sizes 3/4" - 2"

Contractors and/or plumbers are responsible for compliance with the following specifications:

A. Meters shall be set within the Utility easement and out of vehicular traffic flow and/or parking spaces. Curb stops are to be set 6"-12" below finished grade.

B. To prevent the inflow of mud or silt into the box, 4-6" of washed pea gravel shall be placed under the meter inside the box, allowing for 2-6" of open space below the meter. Meter box shall be minimum 18"deep. (See Figure SM-1)

C. Meter boxes and openings shall be large enough to allow access to, and operation of, all meter nuts/flanges/bolts, and the curb stop without obstruction.

D. Boxes unavoidably vulnerable to vehicular traffic shall have load-bearing frames and lids designed to withstand the anticipated load.

E. Meters shall conform to Town specifications as to make and type (See General Requirements for Water Service). All meters shall be equipped with electronic encoder registers for connection to touch-pad readers.

F. An approved Backflow Prevention Assembly shall be installed on all water services after the meter, with a brass or copper nipple between the meter and the Assembly of sufficient length to allow placement in separate boxes. Both meter and assembly shall be accessible for testing and repairs. It shall be the responsibility of the contractor to have the Assembly tested upon installation by a TCEQ certified tester, registered with the Town of Addison Utilities Division, who shall provide the original of the test report to the Town of Addison Utility Division prior to final, continuous connection to the City's water supply.

G. All companion flanges shall be elliptical brass, and all bolts & nuts shall be grade 316 stainless steel, 5/8-11 x 2½" hex head.

H. Meters shall be set level in all directions.

I. 2" meters shall have a laying length of 17"; 1.5" meters shall have a laying length of 13". Meters may be "*compact*," but the difference shall be made up with a strainer upstream or a spool with test port downstream from the meter. 5/8" x 3/4" meters shall have 7 ½" laying length, 3/4" meters shall have 9" laying length, and 1" meters shall have 10 3/4" laying length. (Approval of Utility Inspector)

J. A meter deposit is required for all meters before initiation of service. The party responsible for the water bill will make application and deposit for service to the Town of Addison Utility Billing Department. (Call 450-7081)

April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT (972) 450-2871
Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

3/4" - 2" WATER SERVICE
APPROVED MATERIALS and PROCEDURES

1. Double-strap bronze tapping saddle with CC. (AWWA taper) threads: Mueller #BR2B, Ford #202B, or McDonald #3825. Tap shall be set at 45° of vertical on the mainline. Alternate tapping saddle #2 following.

2. Mueller Servi-Seal™ style 502,504,506,508; 7" min. length; Ford Style FS303-CC, or equal (Submittal to Public Works Dept. for approval).

3. Corporation stop with AWWA taper thread (CC) by conductive compression connection: Mueller H-15013 or B25008 (1.5", 2"), Mueller H-15008 or H-25008 (3/4", 1"), Ford FB1000 or F1000 (1.5", 2", -6-G, -7-G, respectively), (3/4", 1", -3-G, -4-G, respectively), McDonald 4701T or 4701BT

4. Pipe and meter size shall be determined by owner with approval of Building Inspection or Public Works/Engineering Departments: Piping shall be continuous type "K" copper from corporation to curb stop and completely embedded in sand 6" around the pipe.

5. 90 degree angle curb stop with lock-wing: Mueller H-14277 or B24276 (1.5", 2"), Ford KV43-666W-G or FV43-777W-G (1.5", 2"), Mueller H-14277 or B24258 (3/4", 1"), Ford KV43-332W-G or KV43-444W-G (3/4", 1"), McDonald 4646BT or 4606BT. All companion flanges (1.5", 2") shall be brass.

6. Meter boxes shall be of sufficient size to accommodate the curb stop, meter, and all connections. They shall have a cover with reader lid. Concrete boxes shall be stacked to achieve sufficient depth (see "B&C" page one).

7. In-line curb-stops, meter yokes/setters, and/or meter risers may be considered on a case-by-case basis dependent on situation and subject to approval of Utility Inspector and/or Utility Superintendent. No gate valves will be allowed on the inlet side of the meter.

8. The type of Backflow Prevention Assembly required will depend upon the degree of hazard or potential hazard which exists. Contact Utility Superintendent for further information at 972-661-1693.

9. The tapping saddle and corporation stop must be poly-wrapped (8 mil) and hand backfilled with sand to a depth of 12". Additional backfill may be done by machine, with material free of rocks and clods exceeding three (3) inches in diameter. ***CAUTION!!*** **Inspection must be called for and completed prior to backfill, or tap must be re-exposed by the contractor so that the Town's representative may complete the inspection.**

Lawn irrigation sprinklers are exempt from connection fees.
Connection to an existing service will require a $35.00 connection fee.

See Figure SM-1 for detail. April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010
(972) 450-2871
16801 Westgrove

WATER SERVICE

Sizes > 2"

Contractors, plumbers, and/or developers are responsible for compliance with the following specifications:

A. Provide and install mechanical joint tapping sleeve or Stainless Steel tapping sleeve (such as Mueller H-615 or Mueller H-304 respectively). Submittal and approval required if other.

B. Provide and install tapping valve to meet Addison specification GV-95.1, for resilient wedge gate valve.

C. Provide and install piping. Piping shall conform to ANSI/AWWA C-909-98 for Molecularly Oriented PVC Pressure pipe for water distribution. Pipe shall be 150-psi minimum class rating for domestic use, and 200-psi minimum class rating for fire line applications. Submittal and approval required, if other.

D. Fittings shall be ductile iron mechanical joint style, with restraining glands (such as Mega-Lug). Fittings shall be wrapped with 8-mil poly prior to backfill.

E. Pipe embedment shall conform to NCTCOG Class "B-2", or "B+" (from Standard Specifications for Public Works Construction, Third Edition, Drawing 3020, 3030). Crushed stone shall be separated from the granular material by a layer of geotextile fabric. Variations allowed with engineer's seal and approval of City Engineer.

F. Service meter or Fire Line DCDA shall be placed in a pre-cast concrete vault with floor and access hatch. Hatch shall be "Bilco"-type, aluminum, spring-assisted, lockable, and sufficiently sized to allow for removal of complete meter or assembly. Vault shall be placed within the public ROW, wherever possible, clear of vehicular traffic flow and/or parking areas.

G. All meters shall be equipped with electronic encoder registers calibrated to read in 1000 U.S. gallon increments, and remote touch-pad reading devices. (See *General Requirements for Water Service)*

H. The meter and/or backflow assembly and piping shall be supported with manufactured supports designed for such application. (For clarification, reference Specification for *Standon Pipe Supports* as manufactured by Material Resources Co., Hillsboro, Oregon; 503-693-0727 – Models S89 or S92).

I. There shall be an MJ by flange coupling adapter in-line on the inlet side of the meter or device.

April 5, 2004

TOWN OF ADDISON
PUBLIC WORKS DEPARTMENT (972) 450-2871
Post Office Box 9010 Addison, Texas 75001-9010 16801 Westgrove

Water and Sewer Specifications

Water Mainline Piping

All mainline, fire line, and hydrant lead piping from 6-12 inches in diameter shall be AWWA C909-98 Molecularly Oriented PVC Pressure pipe (Class 150 min., Class 200 for fire lines) with Cast Iron O. D., or, when pipe penetrates meter vault walls it shall be Ductile Iron. Pipe joints shall be rubber ring and integral thickened bell, assembled with a factory supplied lubricant. Cast iron fittings shall be mechanical restrained joint (EBAA Iron "Mega-Lug" or equal) type, and poly-wrapped (8 mil) prior to backfill. Three-inch pipe for fire line services shall be AWWA C900-75, DR-14, Class 200, PVC.

Embedment

Embedment shall comply with NCTCOG class "B+" embedment of crushed stone to the spring line of the pipe, with sand (12" min.) over the pipe. A layer of geo-textile fabric shall be placed on top of the stone prior to the placement of the sand.

Tracer

Tracer wire shall be placed on pipe prior to embedment. Wire shall be #12 plastic coated copper wire, tied to all valves and fire hydrants, and extending to six (6) inches above finished grade along the *outside* of all valve stacks and hydrants.

Backfill

Finish backfill shall be native soil free of all rocks and clods greater than three inches in diameter, compacted to 95% Standard Proctor Density, in 6 inch maximum loose lifts, with zero to plus three, Optimum Moisture. Trenches under pavement may be backfilled with "flowable fill" to the level indicated by the pavement thickness, pending the approval of the Town's Engineering Department. Submit a "batch design" for any flowable fill requests.

Service Taps

Service taps must meet Town of Addison Standards. See *General Requirements for Water Service* for water service details. All taps must be inspected prior to backfilling.

TOWN OF ADDISON
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Sanitary Sewer Pipe

Sanitary sewer mainline piping shall meet the extra strength requirements of ASTM Specification D3034, or SDR 35 PVC for installations less than ten feet deep. For installations greater than ten feet, SDR 26 PVC shall be used. Pipe shall have the bell and spigot type joints, consisting of integral wall section with factory installed compression rubber ring gasket, securely locked in bell groove to provide positive seal under all installation conditions. Pipe shall be laid with the bell end on the upstream side.

Fittings

Fittings shall be identical with the bell and spigot configuration of the pipe, and of the same class rating.

Embedment

Mainline embedment shall be NCTCOG Class "B+", with the addition of a layer of geo-textile fabric prior to the placement of the sand, or as indicated on approved, engineered plans. Backfill shall be native material compacted in 8" loose lifts to 95% Standard Proctor Density, with zero to plus three Optimum Moisture, and free of any rocks or clods larger than three inches in diameter.

Connections at Manholes

Manholes are to be poured in place with six sack minimum concrete mix. Asbestos cement sleeves or approved equal with rubber ring joint shall be used at pipe penetrations to provide positive watertight seals. Connections at existing manholes shall be cored.

Sewer Taps

The contractor or plumber shall make all taps in new or existing sewer mains. Water must be pumped out of tapping trench throughout the operation to prevent inflow of groundwater into the sewer system. Service taps shall be made with standard wye fittings set at 45 degrees of vertical. Lateral lines shall be SDR 35 PVC laid on one-quarter inch per foot minimum grade to the property line. A double clean out shall be placed at the property line, and set at finished grade with an 18"x18"x 4" thick concrete locator pad poured in all non-pavement locations. Wyes, tees, and bends are to be encased in Class B concrete 6 inches thick. **The Town must inspect tap prior to backfill operation.** Backfill shall be twelve inches of sand placed by hand shovel only. After hand operation, the rest of the trench may be machine filled with select fill absent of any rocks or clods larger than three inches in diameter. Compaction in 6" loose lifts to 95% Standard Proctor Density, with zero to plus three % of Optimum Moisture.

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TOWN OF ADDISON

SPECIFICATION # FH-95-1

FIRE HYDRANTS

All fire hydrants installed for use in the Town of Addison shall meet or exceed AWWA Standard C 502-85 or the latest revision thereof. Rated working pressure shall be at least 150psi, test pressure shall be 300psi, and hydrant shall be capable of flowing 1000gpm (class A). All hydrants shall be manufactured in the United States and shall be manufacturer's best grade. Hydrant shall be warranted by the manufacturer for a minimum of 5 years. In addition, all hydrants shall include the following design criteria:

1. **General Design**
   A. 3-way style consisting of 2 opposing hose nozzles separated by 1 pumper nozzle, dry barrel type.

   B. A clearly visible arrow and the word "OPEN" shall be cast in relief on the top of the hydrant. The hydrant shall be opened by turning the operating nut counter-clockwise.

   C. Operating nut shall be all bronze, one piece, pentagon measuring 1 ¼" from point to flat and at least 1 ¼" in height.

   D. Manufacturer name, size of main valve, and year of manufacture shall be cast in relief on the upper barrel section, and clearly visible to aid in the identification of repair parts.

   E. Lower barrel shall have ground line markings cast in relief and clearly visible approximately 2" below flange to aid in proper installation.

   F. "Traffic model" with upper and lower barrels joined approximately 2" above ground line by a separate and breakable "swivel" flange providing for 360 degree rotation of upper barrel for proper nozzle facing.

   G. Shoe and barrel castings shall be fabricated of ASTM A-126, Class B Gray iron or Ductile Iron ASTM A-536, <u>but no combination thereof</u>, assuring uniform strength of all cast components.

2. **Operation**
   A. Hose nozzles shall be 2 ½" - 7.5" NS, pumper nozzle shall be 4" pumper gauge (40480) after the manner of City of Dallas and City of Carrollton Standards. Nozzle section shall allow for field replacement of damaged threads without special tools, excavation, or disturbing the ground joint line. Nozzles shall be fastened by mechanical means and secured to prevent nozzles from turning or backing out. Nozzle caps shall be provided with 1- ¼" pentagon nuts at least 1 ¼" in height, a recess provided at the inner end of thread for gasket retention, and secured to the hydrant with non-kinking type chain made from stock not less than 1/8" in diameter. Centerline of lowest nozzle shall be at least 18" above ground line.

TOWN OF ADDISON
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B. Main valve closure shall be compression type, opening against line pressure and closing with the pressure. Main valve shall be 5 ¼" in diameter. A bronze seat ring shall thread into a bronze drain ring (or shoe bushing). This bronze shall be low-zinc (less than 16%) to minimize galvanic corrosion. Design shall allow for removal of seat, drain valve mechanism, internal rod, and all working parts through the top of the hydrant without disturbing the ground line joint or the nozzle section of the hydrant.

C. Lubrication of the upper stem threads, operating nut threads, upper and lower thrust collar bearing surfaces, and O-ring stem seals shall be done automatically as the hydrant is operated. Lubricant shall be low viscosity, non-toxic, FDA approved oil. Oil reservoir shall be separated from waterway by two (2) O-rings.

D. The "traffic model" safety flange shall employ unweakened stainless steel hex head bolts (AWWA C 502, Sec. 3.2.17), and fasteners of sufficient strength to bear all test and operating pressures. The stem shall be 2-piece, not less than 1 ¼" in diameter (excluding threaded or machined areas) and shall be connected by a breakable stem coupling. The weakened portion of the coupling shall be below the coupling pins to eliminate failure due to excessive torque. All screws, pins, bolts, or fasteners used in conjunction with the coupling shall be stainless steel. The coupling shall be of metal similar to that of stem to eliminate failure due to electrolysis and corrosion. The coupling joint shall be located below the top of the lower barrel to prevent vehicle wheel or other forces being applied to stem, which would open the valve mechanism.

E. Drain system shall consist of two (2) valves feeding two (2) external discharges. Drain system shall be so designed as to provide for both automatic and intentional force flushing at full line pressure. Drain valve mechanism and outlet shall be all bronze.

F. The interior surfaces of the shoe and lower main valve components shall be epoxy coated in compliance with AWWA Standard C-550. The shoe and lower barrel shall be connected by stainless steel bolts, nuts, and fasteners of sufficient size and strength to bear all pressures and forces that the hydrant is subject to, including corrosion, for its warranted life.

3. **Painting and Delivery**

A. Hydrants shall be delivered with 2 coats of primer on upper barrel (AWWA C-502 Sec. 4.2.3). Interior and exterior shall be painted as in AWWA C-502 Sec. 4, excluding the interior of shoe which shall be as noted in Sec. 2.F of this specification.

B. Hydrants shall be complete in all details when supplied. Due and customary care shall be used in preparation for shipment to eliminate damage in handling or transit. Hydrants must be drained and completely closed before shipment.

C. Manufacturer shall supply an Affidavit of Compliance verifying that the hydrant and all materials used in its construction conform to the applicable requirements of the most current form of AWWA C502 and these supplementary specifications, that all specified tests have been performed, and that all test requirements have been met.

D. For purposes of clarification, hydrants accepted under this specification include: Mueller Super Centurion, AVK Series 27 Nostalgic style.

April 5, 2004

TOWN OF ADDISON
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TOWN OF ADDISON

SPECIFICATION# GV-95.1

RESILIENT SEATED GATE VALVES

All gate valves installed in the Town of Addison shall be of the resilient wedge type conforming to AWWA C509, Standard for Resilient Seated Gate Valves, in its most current revision. In addition, all valves shall include the following design criteria:

1. Wedge shall be cast or ductile iron, fully encapsulated in synthetic rubber.

2. Wedge rubber shall be molded in place and permanently bonded to the iron without screws, rivets, or similar fasteners.

3. Wedge shall seat against seating surfaces arranged symmetrically about the centerline of the operating stem, so that seating is equally effective regardless of direction of pressure unbalance across the wedge.

4. Valves for underground installations shall be non-rising stem type, opening counter clockwise by means of a 2" square operating nut. Valves for installation in a vault shall be of the rising stem type opening counter clockwise by means of a hand wheel. The word OPEN and an ARROW indicating direction to open shall be cast in the metal of the nut or hand wheel.

5. Stem shall be sealed by at least two O-rings. All stem seals shall be replaceable with valve fully open and while subjected to full rated pressure.

6. All nuts and bolts shall be stainless steel.

7. Waterway shall be smooth and shall have no depressions or cavities in seat area where foreign material can lodge and prevent closure. Waterway, shall be large enough to accept full size tapping cutter without damaging the interior of the valve.

8. Valve body and bonnet shall be epoxy coated, inside and out, with fusion-bonded epoxy. Coating shall conform to AWWA C550-90, Standard for Protective Interior Coatings for Valves and Hydrants.

9. Current list of approved Gate Valves: Mueller A2360, AFC 500, and AVK Series 25. Other valves may be submitted for consideration to the Town of Addison Engineering Department for verification of compliance to these specifications.

BID FORM
Bid 04-19 ACTC Cut Through

Company Name:_____

Full Mailing
Address:_____

Phone Number: (_____)_____Fax (_____)_____

Print Contact Name:_____

I have received, read, and will abide by all pages of these specifications. I am a legal agent of the above named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in award of the Bid.

_____

Authorized Signature Print Name and Title Date

Description	Quantity	Unit	Unit Price	Total Price
Remove concrete slab	10	SY		
Remove concrete curb	0	LF		
Remove Concrete Paving	40	SY		
Remove and Replant Tree	1	EA		
Remove Shrub	15	EA		
construct 6" slab	15	SY		
Construct Type 1 Handicap access ramp	1	EA		
Construct 6" curb	0	LF		
construct laydown curb	0	LF		
Construct 8" concrete driveway	0	SY		
Construct 4" concrete sidewalk	0	SY		
Furnish and place block sod	0	SY		
Placement of top soil	10	CY		
Place brick pavers	0	SY		
Plant Nellie R. Stevens' Hollies 8-10'	8	EA		
Install and Repair Irrigation system	1	LS		

Total Bid_____

Calendar days_____
Bid Form signed____
References____

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this __day of _____, 2004 by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____. of the City of _____, County of _____ and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

ACTC Cut Through

and all extra work in connection therewith, under the terms as stated in the specifications of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attaehed hereto and in accordance with the bid specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR'S written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within the calendar days per specification after he commences work, subject extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR _____ dollars ($XXXX) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

TOWN OF ADDISON
(OWNER)

By: _____
City Manager

ATTEST:

_____
City Secretary

ATTEST:

By: _____

By: _____

The following to be executed if the CONTRACTOR is a corporation:

I, _____, certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Monday, April 16, 2001 12:36 PM
To: 'jpierce@ci.addison.tx.us'
Cc: DIPPEL, KEN
Subject: Insurance

Jim--Some comments regarding the insurance requirements for the engineering contract which you called about on Friday (please check these insurance requirements and coverage amounts with Randy Moravec):

--Professional liability insurance in an amount of not less than $1,000,000
--Workers compensation insurance as required by Texas law
--Commercial general liability insurance against claims for bodily injury, death or property damage or destruction, with limits of liability of not less than $1,000,000.00 for each occurrence, $1,000,000.00 general aggregate. Coverage must include contractual liability.
--Comprehensive automobile and truck liability insurance (if motor vehicles to be used at the project site), covering owned, hired, and non-owned vehicles, with the minimum limits of $1,000,000 per occurrence for bodily injury and property damage

The policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name as additional insureds the Town and its officers, agents, and employees, (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) waiver of subrogation in favor of Landlord must be included in all liability and workers compensation policies.

All insurance policies are to be issued by an insurance company acceptable to the Town and authorized to do business in Texas and in the standard form approved by the board of insurance commissioners of Texas, and shall be endorsed to provide for at least 30 days advance written notice to the Town of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to the Town, evidencing all coverage shall be furnished to the Town prior to the execution of a contract, with complete copies of policies furnished to the City upon request. The Town reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

Steve Chutchian

To: Sedi@dal-tech.com
Cc: Jim Pierce
Subject: Addison Theater Center-Parking Lot Design Proposal

Hello Sedi:

In regards to the proposed improvements at the Addison Theater Center Parking Lot, our staff reviewed your proposal for engineering design. Unfortunately, the total cost of performing the Cut-Through design far exceeded our expectations. Subsequently, we have decided to terminate negotiations for the design of this project with your firm, as well as any other firm. We have decided to look at other options to meet the needs of the conference center.

It might be helpful if you, Jim Pierce and I meet after the first of the year, and discuss the Town's perception of acceptable engineering fee levels for future design projects. We look forward to hearing from you soon. Thanks.

Steve Chutchian

DAL-TECH
ENGINEERING, INC.
CONSULTING CIVIL ENGINEERS / SURVEYORS
CONSTRUCTION MANAGERS

VIA FACSIMILE (972) 450-2837
December 16, 2003

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove
Addison, Texas 75024

Re: Engineering Services Agreement
Addison Theater Center – Parking Lot Improvements
Town of Addison

Dear Mr. Chutchian:

Pursuant to your request, DAL-TECH Engineering, Inc. (DTE) is pleased to present the Town of Addison with a fee proposal for the design of a parking lot entrance to access the Addison Theater Center from Morris Avenue. Included with this cover letter is a preliminary construction cost estimate, and the proposed design and construction assistance fees. Listed below is the summary of the proposed fees.

Engineering Fees	$14,500.00
Special Services Fees	4,557.00
Total	$19,057.00

During the preliminary design phase, DTE will provide the Town of Addison with two alternate driveway entrance designs with construction cost estimates for consideration. These drawings will show existing topographic features at the Theater Center and Morris Avenue.

DTE maintains $1,000,000 in Professional liability insurance. DTE also provides Workers Compensation insurance as required by Texas State law. Further, DTE maintains Commercial General Liability insurance against claims for bodily injury, death or property damage with limits not less that $1,000,000 for each occurrence and $1,000,000 in general aggregate. And, DTE maintains Comprehensive automobile and truck liability insurance covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000 per occurrence for bodily injury and property damage. Copies of said policies will be submitted for your review upon acceptance and finalization of the agreement.

If you have any questions, please do not hesitate to call me at (972) 250-2727.

Sincerely,

Sedi A. Toumani, P.E.
SAT/mws/dkj

Attachments: Construction Cost Estimate
Design and Special Services Fees

F:\MARKETING\Fees\Fee Proposal 12.15.03.doc

17311 DALLAS PKWY. / STE. 200 / DALLAS, TX 75248 / 972-250-2727 / FAX 972-250-4774
222 W. EXCHANGE / FT. WORTH, TX 76106 / 817-626-8777 / FAX 817-626-5777
www.dal-tech.com

Town of Addison
Addison Theatre Center - Parking Improvements
12/15/2003

No.	Description	Units	Qty.	Unit Cost	Total
1	Tree and Holly Removal	1	LS	$2,500.00	$ 2,500.00
2	Curb and Gutter Removal	200	LF	5.00	1,000.00
3	Remove Existing Brick Pavers	640	SF	1.50	960.00
4	Remove Existing Driveway	56	SY	10.00	555.56
5	Remove Existing Dumpster Pad	50	SY	6.00	300.00
6	Relocate Fire Hydrant	1	LS	3,000.00	3,000.00
7	8-In. 4000 PSI R.C. Drive	200	SY	55.00	11,000.00
8	6-In. High Integral Curb	200	LF	10.00	2,000.00
9	Install Brick Pavers	320	SF	50.00	16,000.00
10	Install 4 Feet Wide Sidewalk	200	SF	4.00	800.00
11	6-In. R.C. Barrier Free Ramp	2	EA	700.00	1,400.00
12	Dumpster Pad	50	SY	44.00	2,200.00
13	Bermuda Grass Sod	120	SY	8.00	960.00
14	Grading	1	LS	4,500.00	4,500.00
15	Dumpster Screening Wall	40	LF	35.00	1,400.00
16	Relocate Irrigation System	1	LS	2,000.00	2,000.00
17	Striping	1	LS	200.00	200.00
18	Landscaping	1	LS	2,000.00	2,000.00
19	Relocate Light Pole	1	LS	3,000.00	3,000.00
20	Relocate Oncor Electric Manhole	1	LS	7,000.00	7,000.00
21	Testing	1	LS	3,000.00	3,000.00

Total	$ 65,775.56
20% Contingency	13,155.11
Total	**$ 78,930.67**

Sheet Count	
Cover Sheet	$ 1,500.00
General Notes and Quantities Sheet	1,500.00
Utility Plan	1,500.00
Project Layout Sheet	3,000.00
Grading Plan Sheet	3,000.00
Miscellaneous Detail Sheets and Construction Documents	3,000.00
Bidding Assistance	1,000.00
Engineering Fees	**$ 14,500.00**

Special Services			
Topographic and Control Survey	10.0 Hrs	$ 125.00	$ 1,250.00
RPLS	2.5 Hrs	97.00	242.50
Periodic Construction Site Visits	10.0 Hrs	106.45	1,064.50
Landscaping	1 LS	2,000.00	2,000.00
Special Services Total			**$ 4,557.00**
Total Fee			**$ 19,057.00**

From: HILL, JOHN [jhill@cowlesthompson.com]
Sent: Monday, April 16, 2001 12:36 PM
To: 'jpierce@ci.addison.tx.us'
Cc: DIPPEL, KEN
Subject: Insurance

Jim--Some comments regarding the insurance requirements for the engineering contract which you called about on Friday (please check these insurance requirements and coverage amounts with Randy Moravec):

--Professional liability insurance in an amount of not less than $1,000,000
--Workers compensation insurance as required by Texas law
--Commercial general liability insurance against claims for bodily injury, death or property damage or destruction, with limits of liability of not less than $1,000,000.00 for each occurrence, $1,000,000.00 general aggregate. Coverage must include contractual liability.
--Comprehensive automobile and truck liability insurance (if motor vehicles to be used at the project site), covering owned, hired, and non-owned vehicles, with the minimum limits of $1,000,000 per occurrence for bodily injury and property damage

The policies shall be endorsed to provide the following, as applicable: (i) in all liability policies, name as additional insureds the Town and its officers, agents, and employees, (ii) in all liability policies, provide that such policies are primary insurance to any other insurance available to the additional insureds and that insurance applies separately to each insured against whom claim is made or suit is brought; and (iii) waiver of subrogation in favor of Landlord must be included in all liability and workers compensation policies.

All insurance policies are to be issued by an insurance company acceptable to the Town and authorized to do business in Texas and in the standard form approved by the board of insurance commissioners of Texas, and shall be endorsed to provide for at least 30 days advance written notice to the Town of a material change in or cancellation of a policy. Certificates of insurance, satisfactory to the Town, evidencing all coverage shall be furnished to the Town prior to the execution of a contract, with complete copies of policies furnished to the City upon request. The Town reserves the right to review and revise from time to time the types of insurance and limits of liability required herein.

DAL-TECH
ENGINEERING, INC.
CONSULTING CIVIL ENGINEERS / SURVEYORS
CONSTRUCTION MANAGERS

VIA FACSIMILE (972) 450-2837
December 16, 2003

Mr. Steve Chutchian, P.E.
Assistant City Engineer
Town of Addison
16801 Westgrove
Addison, Texas 75024

Re: Engineering Services Agreement
Addison Theater Center – Parking Lot Improvements
Town of Addison

Dear Mr. Chutchian:

Pursuant to your request, DAL-TECH Engineering, Inc. (DTE) is pleased to present the Town of Addison with a fee proposal for the design of a parking lot entrance to access the Addison Theater Center from Morris Avenue. Included with this cover letter is a preliminary construction cost estimate, and the proposed design and construction assistance fees. Listed below is the summary of the proposed fees.

Engineering Fees	$14,500.00
Special Services Fees	4,557.00
Total	$19,057.00

During the preliminary design phase, DTE will provide the Town of Addison with two alternate driveway entrance designs with construction cost estimates for consideration. These drawings will show existing topographic features at the Theater Center and Morris Avenue.

DTE maintains $1,000,000 in Professional liability insurance. DTE also provides Workers Compensation insurance as required by Texas State law. Further, DTE maintains Commercial General Liability insurance against claims for bodily injury, death or property damage with limits not less that $1,000,000 for each occurrence and $1,000,000 in general aggregate. And, DTE maintains Comprehensive automobile and truck liability insurance covering owned, hired, and non-owned vehicles with minimum limits of $1,000,000 per occurrence for bodily injury and property damage. Copies of said policies will be submitted for your review upon acceptance and finalization of the agreement.

If you have any questions, please do not hesitate to call me at (972) 250-2727.

Sincerely,

Sedi A. Toumani, P.E.
SAT/mws/dkj

Attachments: Construction Cost Estimate
Design and Special Services Fees

F:\MARKETING\Fees\Fee Proposal 12.15.03.doc

17311 DALLAS PKWY. / STE. 200 / DALLAS, TX 75248 / 972-250-2727 / FAX 972-250-4774
222 W. EXCHANGE / FT. WORTH, TX 76106 / 817-626-8777 / FAX 817-626-5777
www.dal-tech.com

Town of Addison
Addison Theatre Center - Parking Improvements
12/15/2003

No.	Description	Units	Qty.	Unit Cost	Total
1	Tree and Holly Removal	1	LS	$2,500.00	$ 2,500.00
2	Curb and Gutter Removal	200	LF	5.00	1,000.00
3	Remove Existing Brick Pavers	640	SF	1.50	960.00
4	Remove Existing Driveway	56	SY	10.00	555.56
5	Remove Existing Dumpster Pad	50	SY	6.00	300.00
6	Relocate Fire Hydrant	1	LS	3,000.00	3,000.00
7	8-in. 4000 PSI R.C. Drive	200	SY	55.00	11,000.00
8	6-in. High Integral Curb	200	LF	10.00	2,000.00
9	Install Brick Pavers	320	SF	50.00	16,000.00
10	Install 4 Feet Wide Sidewalk	200	SF	4.00	800.00
11	6-in. R.C. Barrier Free Ramp	2	EA	700.00	1,400.00
12	Dumpster Pad	50	SY	44.00	2,200.00
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Steve Chutchian

From: Rob Bourestom
Sent: Monday, December 01, 2003 5:33 PM
To: Steve Chutchian
Subject: ACTC Parking Cut Through Project

Steve:

There is $50,000 allocated for the cut through project in account: 45-000-58150-05800. I will see you at tomorrows meeting.

Rob Bourestom, Manager
Addison Conference Centre & Addison Theatre Centre
Phone: 972-450-6203 Fax: 972-450-6213
email: rbourestom@ci.addison.tx.us

www.ci.addison.tx.us
www.addisontexas.net

Steve Chutchian

From: Rob Bourestom
Sent: Tuesday, November 18, 2003 8:37 AM
To: Steve Chutchian
Subject: ACTC Cut Through

Steve:

Mike said you were going to be the project manager on the ACTC cut through. What does your schedule look like this week or next for us to meet about getting this project kicked off?

Rob Bourestom, Manager
Addison Conference Centre & Addison Theatre Centre
Phone: 972-450-6203 Fax: 972-450-6213
email: rbourestom@ci.addison.tx.us

www.ci.addison.tx.us
www.addisontexas.net

Steve Chutchian

To: Rob Bourestom
Subject: RE:

Rob:

Thanks for the reminder. I now remember meeting with you and Slade in the field about creating an access to the parking area. I will see you at your office on the 25th. Thanks.

Steve C.

-----Original Message-----
From: Rob Bourestom
Sent: Tuesday, November 18, 2003 5:00 PM
To: Steve Chutchian
Subject:

Steve:

Slade and I met with PW this past summer about this project to get an estimate so I could plug it into one of my budgets. We discussed the problems we were having making people aware of that north Morris parking lot. The people attending the and event at the conference centre or theatre production were not understanding that that lot was available to them and, if they did, could not see a clear access point to get to Morris. The solution was to create a drive way (for lack of a technical term) that was aligned with the access point of the Morris lot so there was a visual connection for an attendee to make the connection that more parking was available across the street. The access point from the ACTC parking lot would be cut through by the area our dumpster is currently located. We would move the dumpster to another pad directly behind it and screen it off.

Based on our discussion I budgeted $50,000 for the project.

Give me a call if you have any pre meeting questions. We can meet in my office on Tuesday and go out to look at the area.

Rob Bourestom, Manager
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Phone: 972-450-6203 Fax: 972-450-6213
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