

2000-1 Addison Circle

Phase II Affidavit of Bills Paid - 2001

Handwritten signature

Overland®

**Post Apartment
Homes, L.P.**
15720 Quorum Dr.
Addison, Texas 75001
972.726.0560
972.726.0562 (Fax)

Memo

To: Sherry Hudman
From: Mike Robbins
CC: Mark Brandenburg
Date: 01/25/01
Re: Addison Circle Phase II Public Infrastructure

Sherry: Attached are Jim Bowman Construction Co. final draws for the above referenced project. There are two (2) draws attached for their Paving and Streetscape Contracts. The attached Final Affidavit of Bills Paid, Consent of Surety to Final Payment, and Power of Attorney are copies only. The originals of these documents must be forwarded to The Town of Addison Public Works Dept. as part of their required contract close out documents. I am forwarding these original documents along with copies of un-executed Change Orders to Addison. The final Change Orders for the "Paving" and "Streetscape" contracts are presently at Huitt Zollars for signature by David Meyers. They must then be signed by Mark and forwarded to Addison (Mr. Mike Murphy). Please forward the fully executed change orders to Addison after Mark signs them. Please forward the attached draws for processing.

Thanks,

Mike

S.E.F.

PLEASE FILE.

ADDISON CIRCLE PHASE II
PUBLIC INFRASTRUCTURE.


nic

JIM BOWMAN CONSTRUCTION COMPANY, INC.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Project Name: #468 Addison Circle Phase II - Paving
 Type of Work: Paving
 Estimate Period: April 1, 2000 to December 27, 2000

Estimate No. 26
 Contract Date: Oct. 21, 1997
 Contract Amt: \$1,062,359.17

Payable To: Jim Bowman Construction Co., Inc.
 10209 Plano Road, Suite 101
 Dallas, Texas 75238

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount Due This Month
Sch I	Paving Improvements					
101	Mobilization	LS	1	1.00	60,000.00	60,000.00
102	Superintendent	LS	1	1.00	70,000.00	70,000.00
103	Full Depth Sawcut Existing Concrete	LF	1,454	1454	2.20	3,198.80
104	Remove Concrete Pavement	SY	280	373.33	6.00	2,239.98
105	Remove Concrete Sidewalk	SY	651	656.00	4.50	2,952.00
106	F&Place 6" Lime Stab. Subgrade	SY	19,614	19,614.00	1.62	31,774.68
107	F&Place Hydrated Lime 28lbs/sy	Ton	274.6	274.60	104.50	28,695.70
108	8" 650 psi Flex R.C. Pavement	SY	10,606	10,514.77	30.20	317,546.05
109	8" 650 psi Flex Drop Slab (Street)	SY	1,749	2,082.60	34.00	70,808.40
110	6" 650 psi Flex R.C. Pavement	SY	4,997	4,154.00	27.00	112,158.00
111	6"-650 Flex Drop Slab (Street)	SY	1,159	1,662.54	30.80	51,206.23
112	6"-650 Flex Integral Curb	LF	8,359	8,834.30	1.50	13,251.45
113	6"-650 Flex R.C. Drive w/wo Drop Slab	SY	503	398.89	27.00	10,770.03
114	Reinf. Concrete Street Header	LF	110	110.00	6.00	660.00
115	Construct Longitudinal Butt Joint	LF	1319	1,454.00	6.00	8,724.00
119	Furnish Acme Vehicular Brick Paver	SF	23,398	25,456.65	2.86	72,806.02
120	Furn. Glen-Gery Vehic. Brick Paver	SF	9,116	8,249.58	2.93	24,171.27
121	F&P Bedding Mil's Vehicular Pavers	SF	32,514	32,809.65	2.65	86,945.57
122	Install B-3 Gloss Blk Steel Bollard	EA	51	46.00	300.00	13,800.00
123	4" Thermo Lane Stripe, White	LF	210	36.00	2.27	81.72
124	4" Non Refl. Button, CL C, Ty. W	EA	102	100.00	3.09	309.00
125	4" Refl. Button CL C Ty. I-C	EA	133	118.00	5.36	632.48
126	4" Refl. Button CL C, Ty. IA	EA	18		6.40	
127	4" Refl. Button CL C, Typ II-A-A	EA	247	258.00	7.21	1,860.18
128	24" Wide Thermo Stop Line	LF	263	248.00	13.60	3,372.80
129	12" Wide Thermo Yield Line	LF	40	39.00	6.80	265.20
130	Thermo Advisory Marker "Yield"	EA	4	4.00	360.00	1,440.00
131	6"x6" CL "A" Ty. I-C Jiggle Bar Tile	EA	294	265.00	16.50	4,372.50
132	F&I Street & Traffic Control Signs	EA	147	146.00	152.00	22,192.00
133	Unistrut-Telespar Street Sign Post	EA	94	83.00	97.00	8,051.00
134	F&I 9'x7' Refl. Diagram Sign	EA	3	3.00	2,370.00	7,110.00
135	F&I 9'x7' Refl. Diagram Sign Post, Etc	Ea	1	1.00	4,550.00	4,550.00
136	F&I 5'x2' Refl. Street Sign (St-1)	EA	1	1.00	850.00	850.00
137	F&I 6.75'x1.5' Refl Diagram Sign	EA	1	1.00	570.00	570.00
138	F&I Street Barricade	LF	125	125.00	25.00	3,125.00
139	Barricading, Signing & Traffic Control	MO	20	22.00	1,000.00	22,000.00
140	Remove Existing Street Light Found.	EA	1	1.00	540.00	540.00
141	F&I Traffic Signal Pull Boxes	EA	6	6.00	222.00	1,332.00
142	Remove & Salvage Brick Pavers	SF	397	666.40	2.10	1,399.44
CO #1	Rem/Repl Pving @ Round-a-Bout	LS	1	1.00	11,900.00	11,900.00
Extra	R/R forms on P. Bays @ AC (South) Bet. M-2/Spec. on 4/21/98 (H-Z Plans)				C.P.	491.64

JIM BOWMAN CONSTRUCTION COMPANY, INC.

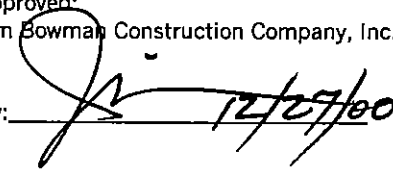
10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount Due This Month
Extra	North trench alley cut for Post drain pipe				C.P.	806.54
Extra	Alley approach re-do @ Post's trench drain @ M-2 North				C.P.	113.11
Extra	R/R C&G @ trash dock @ storage bldg. On M-3 est of M-2 South (19LF)				C.P.	221.80
Extra	R/R 6" pvmt. In M-2 south @ low sunken area opp. Drive (sta. 10+72)-12x15				C.P.	1,098.40
Extra	Curb patching for Post				C.P.	9,846.20
Extra	R/R C&G @ BFR @ hike & bike trail				C.P.	660.00

Approved:
Jim Bowman Construction Company, Inc.

By:  12/27/00

Total Amount of Work Done		\$1,090,899.19
Less Retainage	0.05	\$54,544.96
Other		
Amount Payable on Contract		\$1,036,354.23
Less Previous Payments		\$991,590.24
Amount Due This Estimate		\$44,763.99

Approved
Post Properties, Inc.

By:  1/25/01

Approved
Town of Addison

By: _____

JIM BOWMAN CONSTRUCTION COMPANY, INC.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Project Name: #468 Addison Circle Phase II - Paving
 Type of Work: Paving
 Estimate Period: December 27, 2000 to December 28, 2000

Estimate No. 27 & Final
 Contract Date: Oct. 21, 1997
 Contract Amt: \$1,062,359.17

Payable To: Jim Bowman Construction Co., Inc.
 10209 Plano Road, Suite 101
 Dallas, Texas 75238

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount Due This Month
Sch I	Paving Improvements					
101	Mobilization	LS	1	1.00	60,000.00	60,000.00
102	Superintendent	LS	1	1.00	70,000.00	70,000.00
103	Full Depth Sawcut Existing Concrete	LF	1,454	1454	2.20	3,198.80
104	Remove Concrete Pavement	SY	280	373.33	6.00	2,239.98
105	Remove Concrete Sidewalk	SY	651	656.00	4.50	2,952.00
106	F&Place 6" Lime Stab. Subgrade	SY	19,614	19,614.00	1.62	31,774.68
107	F&Place Hydrated Lime 28lbs/sy	Ton	274.6	274.60	104.50	28,695.70
108	8" 650 psi Flex R.C. Pavement	SY	10,606	10,514.77	30.20	317,546.05
109	8" 650 psi Flex Drop Slab (Street)	SY	1,749	2,082.60	34.00	70,808.40
110	6" 650 psi Flex R.C. Pavement	SY	4,997	4,154.00	27.00	112,158.00
111	6"-650 Flex Drop Slab (Street)	SY	1,159	1,662.54	30.80	51,206.23
112	6"-650 Flex Integral Curb	LF	8,359	8,834.30	1.50	13,251.45
113	6"-650 Flex R.C. Drive w/wo Drop Slab	SY	503	398.89	27.00	10,770.03
114	Reinf. Concrete Street Header	LF	110	110.00	6.00	660.00
115	Construct Longitudinal Butt Joint	LF	1319	1,454.00	6.00	8,724.00
119	Furnish Acme Vehicular Brick Paver	SF	23,398	25,456.65	2.86	72,806.02
120	Furn. Glen-Gery Vehic. Brick Paver	SF	9,116	8,249.58	2.93	24,171.27
121	F&P Bedding Mtl's Vehicular Pavers	SF	32,514	32,809.65	2.65	86,945.57
122	Install B-3 Gloss Blk Steel Bollard	EA	51	46.00	300.00	13,800.00
123	4" Thermo Lane Stripe, White	LF	210	36.00	2.27	81.72
124	4" Non Refl. Button, CL C, Ty. W	EA	102	100.00	3.09	309.00
125	4" Refl. Button CL C Ty. I-C	EA	133	118.00	5.36	632.48
126	4" Refl. Button CL C, Ty. IA	EA	18		6.40	
127	4" Refl. Button CL C, Typ II-A-A	EA	247	258.00	7.21	1,860.18
128	24" Wide Thermo Stop Line	LF	263	248.00	13.60	3,372.80
129	12" Wide Thermo Yield Line	LF	40	39.00	6.80	265.20
130	Thermo Advisory Marker "Yield"	EA	4	4.00	360.00	1,440.00
131	6"x6" CL "A" Ty. I-C Jiggle Bar Tile	EA	294	265.00	16.50	4,372.50
132	F&I Street & Traffic Control Signs	EA	147	146.00	152.00	22,192.00
133	Unistrut-Telespar Street Sign Post	EA	94	83.00	97.00	8,051.00
134	F&I 9'X7' Refl. Diagram Sign	EA	3	3.00	2,370.00	7,110.00
135	F&I 9'x7' Refl. Diagram Sign Post, Etc	Ea	1	1.00	4,550.00	4,550.00
136	F&I 5'x2' Refl. Street Sign (St-1)	EA	1	1.00	850.00	850.00
137	F&I 6.75'x1.5' Refl Diagram Sign	EA	1	1.00	570.00	570.00
138	F&I Street Barricade	LF	125	125.00	25.00	3,125.00
139	Barricading, Signing & Traffic Control	MO	20	22.00	1,000.00	22,000.00
140	Remove Existing Street Light Found.	EA	1	1.00	540.00	540.00
141	F&I Traffic Signal Pull Boxes	EA	6	6.00	222.00	1,332.00
142	Remove & Salvage Brick Pavers	SF	397	666.40	2.10	1,399.44
CO #1	Rem/Repl Pving @ Round-a-Bout	LS	1	1.00	11,900.00	11,900.00
Extra	R/R forms on P. Bays @ AC (South) Bet. M-2/Spec. on 4/21/98 (H-Z Plans)				C.P.	491.64

JIM BOWMAN CONSTRUCTION COMPANY, INC.

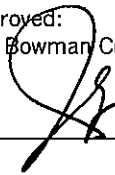
10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount Due This Month
Extra	North trench alley cut for Post drain pipe				C.P.	806.54
Extra	Alley approach re-do @ Post's trench drain @ M-2 North				C.P.	113.11
Extra	R/R C&G @ trash dock @ storage bldg. On M-3 est of M-2 South (19LF)				C.P.	221.80
Extra	R/R 6" pvmt. In M-2 south @ low sunken area opp. Drive (sta. 10+72)-12x15				C.P.	1,098.40
Extra	Curb patching for Post				C.P.	9,846.20
Extra	R/R C&G @ BFR @ hike & bike trail				C.P.	660.00

Approved:
Jim Bowman Construction Company, Inc.

By:  12/28/00

Total Amount of Work Done	\$1,090,899.19
Less Retainage	0.00
Other	
Amount Payable on Contract	\$1,090,899.19
Less Previous Payments	\$1,036,354.23
Amount Due This Estimate	\$54,544.96

Approved
Post Properties, Inc.

By:  1/25/01

Approved
Town of Addison

By: _____

JOB NUMBER: 96008 / CHANGE ORDER NO. 1

OWNER: TOWN OF ADDISON

CONTRACTOR: JIM BOWMAN CONSTRUCTION CO.

DATE: 01/15/01

DESCRIPTION OF CHANGES:

THIS CHANGE ORDER INVOLVES THE FOLLOWING ITEMS:

- 1) Remove & Replace Forms On Parking Bays @ AC (South) Between Lewis & Spectrum (H/Z Plan 4/21/98)
- 2) Trench Alley Cut For Post Private Drain (Private Drive & Mildred @ Townhomes)
- 3) Alley Approach Re-Pour @ Private Drain (Private Drive & Mildred @ Townhomes)
- 4) Remove & Replace Curb/Gutter @ Trash Dock At Storage Bldg. On McEntire Place
- 5) Remove & Replace 6" Pavement @ Lewis Pl. (Sta. 10+72)
- 6) Curb Patching For Damage By Private Building Contractors
- 7) Remove & Replace Curb & Gutter Barrier Free Ramp @ Hike & Bike Trail And Spectrum - H/Z Plan Change (Added BFR)
- 8) Remove & Replace 85.50 S.Y. Of Failed Pvmnt. @ Addison Circle Roundabout (Phase I)
- 9) Reconciliation Of All Plan Quantities
- 10) *Denotes Added Item Number

FILE COPY

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "A" (PAVING) - SCHEDULE "T"							
104	Remove Concrete Pavement	SY	280.00	373.33	93.33	\$6.00	\$559.98
105	Remove Concrete Sidewalk	SY	651.00	656.00	5.00	\$4.50	\$22.50
108	8" 650 psi Flex R.C. Pavement	SY	10,606.00	10,514.77	(91.23)	\$30.20	(\$2,755.15)
109	8" 650 psi Flex Drop Slab (Street)	SY	1,749.00	2,082.60	333.60	\$34.00	\$11,342.40
110	6" 650 psi Flex R.C. Pavement	SY	4,997.00	4,154.00	(843.00)	\$27.00	(\$22,761.00)
111	6" 650 psi Flex Drop Slab (Street)	SY	1,159.00	1,662.54	503.54	\$30.80	\$15,509.03
112	8" 650 psi Flex Integral Curb	LF	8,359.00	8,834.30	475.30	\$1.50	\$712.95
113	6" 650 psi Flex R.C. Drive w/wo Drop Slab	SY	503.00	398.89	(104.11)	\$27.00	(\$2,810.97)
115	Construct Longitudinal Butt Joint	LF	1,319.00	1,454.00	135.00	\$6.00	\$810.00
119	Furnish Acme Vehicular Brick Paver	SF	23,398.00	25,456.65	2,058.65	\$2.86	\$5,887.74
120	Furnish Glen Gery Vehicular Paving Materials	SF	9,116.00	8,249.58	(866.42)	\$2.93	(\$2,538.61)
121	Furn. & Place Bedding Materials and Place Vehicular Brick Pavers	SF	32,514.00	32,809.65	295.65	\$2.65	\$783.47
122	Furn. & Install Fairweather B-3 Gloss Black Steel Bollard	EA	51.00	46.00	(5.00)	\$300.00	(\$1,500.00)
123	Furn. & Place 4" Wide Thermoplastic Lane Stripe, White	LF	210.00	36.00	(174.00)	\$2.27	(\$394.98)
124	Furn. & Place 4" Non-Reflective Button, Cl. C, Ty. W	EA	102.00	100.00	(2.00)	\$3.09	(\$6.18)
125	Furn. & Place 4" Reflective Button, Cl. C, Ty. I-C	EA	133.00	118.00	(15.00)	\$5.36	(\$80.40)
126	Furn. & Place 4" Reflective Button, Cl. C, Ty. I-A	EA	18.00	0.00	(18.00)	\$6.40	(\$115.20)
127	Furn. & Place 4" Reflective Button, Cl. C, Ty. II-A-A	EA	247.00	258.00	11.00	\$7.21	\$79.31
128	Furn. & Place 24" Wide Thermoplastic Stop Line	LF	263.00	248.00	(15.00)	\$13.60	(\$204.00)
129	Furn. & Place 12" Wide Thermoplastic Yield Line	LF	40.00	39.00	(1.00)	\$6.80	(\$6.80)
131	Furn. & Install 6"x6" Cl. A, Ty. I-C Jiggle Bar Tile	EA	294.00	265.00	(29.00)	\$16.50	(\$478.50)
132	Furn. & Install Street & Traffic Control Signs	EA	147.00	146.00	(1.00)	\$152.00	(\$152.00)
133	Furn. & Install Unistrut-Tele. Street Sign Post, Found., Hrdwr., App	EA	94.00	83.00	(11.00)	\$97.00	(\$1,067.00)
139	Furn., Place, & Maintain Barricading, Signing, & Traffic Control	MO	20.00	22.00	2.00	\$1,000.00	\$2,000.00
142	Remove & Salvage of Exist. Pedestrian Brick Pavers	SF	397.00	666.40	269.40	\$2.10	\$565.74
*145	R/R Forms on P. Bays @ AC (South) (H/Z Plan 4/21/98)	LS	0.00	1.00	1.00	\$491.64	\$491.64
*146	Trench Alley Cut for Post Private Drain (N Garage Approach)	LS	0.00	1.00	1.00	\$806.54	\$806.54
*147	Alley Approach Re-Pour @ Private Drain (Mildred)	LS	0.00	1.00	1.00	\$113.11	\$113.11
*148	R/R C&G @ Trash Dock @ Storage Bldg. On McEntire Pl.	LS	0.00	1.00	1.00	\$221.80	\$221.80
*149	R/R 6" Pvmnt. @ Lewis Pl. (Sta. 10+72)	LS	0.00	1.00	1.00	\$1,098.40	\$1,098.40
*150	Curb Patching for Damage by Private Contractors	LS	0.00	1.00	1.00	\$9,846.20	\$9,846.20
*151	R/R C&G Barrier Free Ramp @ Hike & Bike Trail - Plan Change	LS	0.00	1.00	1.00	\$660.00	\$660.00
*152	Rem. & Repl. 85.5 S.Y. of Failed Pvmnt. @ Add. Cir. Roundabout	LS	0.00	1.00	1.00	\$11,900.00	\$11,900.00
BID PACKAGE "A" (PAVING) - SCHEDULE "T" SUBTOTAL:							\$28,540.03

NET CHANGE BY CHANGE ORDER NO.1	\$28,540.03
ORIGINAL CONTRACT AMOUNT	\$1,062,359.17
PREVIOUS CHANGE ORDERS	\$0.00
REVISED CONTRACT AMOUNT	\$1,090,899.20

EFFECT OF CHANGE ON CONTRACT TIME

THE WORK REQUIRED UNDER THIS CHANGE ORDER WILL ADD 0 DAYS TO THIS PROJECT:

ORIGINAL CONTRACT TIME	300 C.D.
ADDITIONAL DAYS FOR THIS CHANGE ORDER	0 C.D.
ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER	0 C.D.
REVISED CONTRACT TIME	300 C.D.

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER:
(Name and Address)
Town of Addison
P.O. Box 9010/ 6350 Beltline Rd
Addison, Texas 75001-7090

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: **PAVING**

PROJECT:
(Name and Address)
Addison Circle Phase II -Public Infrastruc Pckge A
Addison, Texas

CONTRACT DATED: **OCTOBER 21, 1997**

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

Amwest Surety Insurance Company
3116 Kellway Drive, Ste 110
Carrollton, Texas 75006

** ORIGINALS
of this document
to be provided of Buis
pad are being forwarded
to Town of Addison
M. Kubica
1/25/01*

on bond of
(Insert name and address of Contractor)

Jim Bowman Construction Company, Inc.
10209 Plano Rd #101
Plano, Texas 75238

, SURETY,

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

Town of Addison
P.O. Box 9010/ 6350 Beltline Rd
Addison, Texas 75001-7090

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunder set its hand on this date: 22 Jan 2001
(Insert in writing the month followed by the numeric date and year.)

Amwest Surety Insurance Company
(Surety)
[Signature]
(Signature of authorized representative)

Attest: **Rosslyn Weatherall**
(Seal): [Signature]

Karen Kubica
(Printed name and title) Attorney-in-fact

"This document has been reproduced electronically with the permission of The American Institute of Architects under license number 97020-1013 to Amwest Surety Insurance Company/Far West Insurance Company which expires August 18, 2001. Reproduction of this document after that date or without project specific information is not permitted."



LIMITED POWER OF ATTORNEY

Amwest Surety Insurance Company Far West Insurance Company

Bond No.: 1341406

Bond Issue Date: Jan 22, 2001 POWER NUMBER 0001142864

Instrument is printed on white paper containing the artificial watermarked logo (A) of Amwest Surety Insurance Company on the front and brown security paper on the back. Only unaltered originals of the Limited Power of Attorney ("POA") are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of Nebraska and is only valid until the expiration date. Amwest Surety Insurance Company and Far West Insurance Company (collectively the "Company") shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying company bond should call your local Amwest branch office at (972) 248-3232.

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation (collectively the "Company"), do hereby make, constitute and appoint:

Gail A. Barraza
Connie Wofford
Lannie McClain
Beverly Trimble
Steven W. Lewis
Nancy Ruano

Karen Kubica
Kevin J. Jackson

As Employees of Amwest Surety Insurance Co

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations as follows:

All Bonds up to \$25,000,000.00

Consent of Surety To Final Payment

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors of both Amwest Surety Insurance Company and Far West Insurance Company set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of each company, are now in full force and effect.

Karen G. Cohen
Karen G. Cohen, Secretary

***** RESOLUTIONS OF THE BOARD OF DIRECTORS *****

This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 15, 1975 and Far West Insurance Company at a meeting duly held on July 28, 1983:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company and Far West Insurance Company have caused these present to be signed by its proper officers, and its corporate seals to be hereunto affixed this 17th day of January, 2000.

John E. Savage
John E. Savage, President

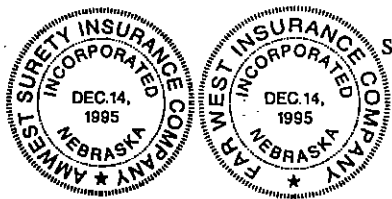
Karen G. Cohen
Karen G. Cohen, Secretary

State of California
County of Los Angeles

On January 17, 2000 before me, JoAnne Anderson Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *JoAnne Anderson* (Seal)
JoAnne Anderson, Notary Public



5230 Las Virgenes Road Calabasas, CA 91302 TEL 818 871-2000

SECTION BP
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF DALLAS

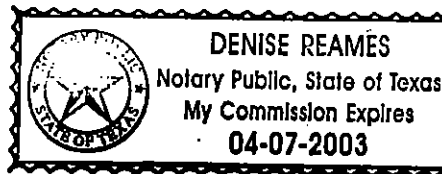
Personally, before me the undersigned authority, on this day appeared Jim Bowman who, being
duly sworn, on oath, says that he is a legal representative of JIM BOWMAN CONST CO / C.
(full name of Contractor as in contract)

and that the contract for the construction of the project, designated as
ADDISON CIRCLE - PHASE II - PUBLIC INFRASTRUCTURE - PACKAGE
(Project No.)
"A" - PAVING

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and
labor used in connection with the construction of this project have, to the best of my knowledge and
belief, been fully paid.

[Signature]
Signature
RESIDENT
Title

Sworn to and subscribed before me this 24 day of Jan, ²⁰⁰¹ 1901.
Denise Reames
Notary Public in and for
Dallas County, Texas



JIM BOWMAN CONSTRUCTION COMPANY, INC.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Project Name: #469 - Addison Circle - Phase II - Streetscape
 Type of Work: Streetscape
 Estimate Period: December 28, 2000 to December 28, 2000

Estimate No. 27
 Contract Date Oct. 21, 1997
 Contract Amt. \$1,578,970.61

Payable To: Jim Bowman Construction Co., Inc.
 10209 Plano Road, Suite 101
 Dallas, Texas 75238

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
SCH II - Streetscape Improvements						
201	F&I Irrigation System w/ Controllers	LS	1.00	1.00	76,600.00	\$76,600.00
202	F&I Install Tree Fence	LF	4589.00	4589.00	17.00	\$78,013.00
203	F&I 5' Square Paver Grate	EA	76.00	76.00	900.00	\$68,400.00
204	F&I 4" PVC Sch 40 Subdrain System	LF	7213.00	7595.00	10.00	\$75,950.00
205	F&I Bench A, 5' Dbl. Std Black Bowery	EA	13.00	13.00	820.00	\$10,660.00
206	F&I Bench B, 5' std Black Bowery	EA	18.00	18.00	820.00	\$14,760.00
207	Bench C, 6' Expo Bench Robinson Iron	EA	8.00	8.00	750.00	\$6,000.00
208	F&I Bench D, 5' std backless bench	EA	20.00	20.00	600.00	\$12,000.00
209	F&I Bench E, 6' std. Blk Curved Bench	EA	6.00	6.00	1,400.00	\$8,400.00
210	F&I Bowery Trash Receptacle A W/Lid	EA	23.00	23.00	570.00	\$13,110.00
211	F&I Trash Receptacle B, Ultrium	EA	16.00	16.00	260.00	\$4,160.00
212	F&I Bike Rack, Model BR2-3	EA	26.00	26.00	80.00	\$2,080.00
213	F&I Garden Planter Style 006, Sandstone	EA	37.00	37.00	180.00	\$6,660.00
214	F&Plant Red Oak, 200 gal	EA	77.00	77.00	1,150.00	\$88,550.00
215	F&Plant Live Oak, 200 gal	EA	42.00	42.00	1,150.00	\$48,300.00
216	F&Plant Elm (Drake,) 200 gal.	EA	76.00	76.00	1,056.00	\$80,256.00
217	F&Plant Chanticleer Pear, 4" gal	EA	92.00	92.00	400.00	\$36,800.00
218	F&Plant New Mexico Agave, 1 gal.	EA	32.00	32.00	14.00	\$448.00
219	F&Plant Red Yucca, 1 gal.	EA	24.00	24.00	8.00	\$192.00
220	F&Plant Dwf. Yaupon Holly, 1 gal	EA	3744.00	3744.00	4.12	\$15,425.28
221	F&Plant Yucca Filamentosa, 1 gal	EA	28.00	28.00	10.00	\$280.00
222	F&Plant Canna Type "A", #1 Rhizome	EA	114.00	114.00	1.65	\$188.10
223	F&Plant Canna Type "B" #1 Rhizome	EA	126.00	126.00	1.65	\$207.90
224	F&Plant Bowles' Mauve Wallflower 4" cont.	EA	60.00	0.00	7.21	
225	F&Plant Chysanthemum, 4" cont.	EA	168.00	168.00	2.06	\$346.08
226	F&P Daylily Blk Eyed Stell, 4" cont	EA	152.00	152.00	2.06	\$313.12
227	F&P Daylily Siloam Little Gril, 4" cont.	EA	176.00	176.00	2.06	\$362.56
228	F&P Daylily "Stella de Oro, 4" cont.	EA	200.00	200.00	3.60	\$720.00
229	F&Plant Candy Tuft 4" cont. Grown, Ful	EA	48.00	0.00	1.55	
230	F&Plant Iris Madonna #1 Rhizomes	EA	280.00	262.00	2.27	\$594.74
231	F& Plant Iris Ambassadeur, #1 Rhizomes	EA	136.00	136.00	2.27	\$308.72
232	F&Plant Iris Cream Beauty, #1 Bulb	EA	126.00	126.00	2.27	\$286.02
233	F&Plant Iris Sapphire Beauty, #1 Bulb	EA	114.00	114.00	2.27	\$258.78
234	F&P Bearded Iris Yellow, #1 Rhizome	EA	128.00	110.00	2.27	\$249.70
235	F&P Bearded Iris Purple, #1 Rhizome	EA	136.00	118.00	2.27	\$267.86
236	F&P Beared Iris Italian, #1 Rhizome	EA	228.00	228.00	2.27	\$517.56
237	F&P Iris Golden Cataract, #1Rhizome	EA	96.00	96.00	2.27	\$217.92
238	F&P Lantanna, 4" cont.	EA	384.00	384.00	1.30	\$499.20
239	F&P Big Blue Lirope, 1 gal.	EA	312.00	312.00	3.60	\$1,123.20
240	F&P White Spider Lily, #1 Bulbs	EA	210.00	210.00	3.60	\$756.00
241	F&P Spider Lily, #1 Bulbs	EA	104.00	104.00	3.60	\$374.40
242	F&P Belladonna Lily, #1 Bulbs	EA	190.00	190.00	3.60	\$684.00
243	F&P Daffodil Avalanche, #1 Bulb	EA	504.00	504.00	2.27	\$1,144.08
244	F&P Daffodil 'Feb. Gold, #1 Bulb	EA	160.00	160.00	2.27	\$363.20
245	F&P Daffodil 'Grand Primo,#1 Bulb	EA	368.00	368.00	2.27	\$835.36
246	F&P Daffodil 'Peeping Tom,#1 Bulb	EA	96.00	96.00	2.27	\$217.92
247	F&Plant Daffodil 'Sweetness' #1 Bulb	EA	176.00	176.00	2.27	\$399.52
248	F& P Daffodil Tete-a-Tete, #1 Bulb	EA	456.00	456.00	2.27	\$1,035.12
249	F&Plant Daffodil Trevithian #1 Bulb	EA	400.00	400.00	2.27	\$908.00
250	F&Plant Pennisetum, 1 gal. Full	EA	240.00	240.00	5.51	\$1,322.40
251	F&Plant Thrift, 4" cont.	EA	48.00	48.00	1.70	\$81.60
252	F&Plant White Carpet Rose,1 gal	EA	240.00	240.00	12.90	\$3,096.00

JIM BOWMAN CONSTRUCTION COMPANY, INC.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
253	F&Plant Greggii Salvia 4" cont. Full	EA	70.00	70.00	1.50	\$105.00
254	F&Plant Sedum 4" cont. Full	EA	274.00	274.00	1.80	\$493.20
255	F&Plant Purple Heart, 4" cont.	EA	48.00	48.00	1.80	\$86.40
256	Remove Existing Trees & Replant	EA	10.00	9.00	285.00	\$2,565.00
257	F&Plant Bermuda Hydroseed	SF	51920.00		0.05	
258	F&Plant Bermuda Solid Sod	SF	11730.00	11730.00	0.29	\$3,401.70
259	Columnar English Oak 2 1/2 "3" Cal.	EA	8.00	8.00	360.00	\$2,880.00
260	Mobilization	LS	1.00	1.00	42,000.00	\$42,000.00
261	Superintendent	LS	1.00	1.00	30,000.00	\$30,000.00
262	4"- 3000 psi R.C. Sidewalk	SF	637.00	2379.00	3.00	\$7,137.00
263	4"- 3000 psi R.C. Subbase (SW)	SF	85474.00	91054.80	2.30	\$209,426.04
264	6"- 3000 psi R.C. Subbase (SW)	SF	1834.00	1834.00	2.70	\$4,951.80
265	Furnish Glen Gery Pedestrian Pavers	SF	93538.00	97555.88	1.49	\$145,358.26
266	F/I Bed. Mtl. & Install Pavers (SW)	SF	93538.00	92888.80	1.60	\$148,622.08
267	Unclass. Sidewalk Excava. & Disposal	CY	2312.00	2312.00	8.00	\$18,496.00
C.O.	Stone Ret. Wall @ H&B Trail	LS	1.00	1.00	12,285.00	\$12,285.00
C.O.	R/R Edge Restrmt @ Round About	LS	1.00	1.00	2,734.00	\$2,734.00
SCH VIII- Electrical Improvements (Streetscape)						
801	F&I Meter Socket Base	EA	5.00	5.00	209.00	\$1,045.00
802	F&I 100 A Fused Switch	EA	5.00	5.00	255.00	\$1,275.00
803	F&I Service Ground	EA	5.00	5.00	81.00	\$405.00
804	Panelboard w/ Breakers, 120/140 MCB	EA	5.00	5.00	620.00	\$3,100.00
805	F&I 100 A Main Contactor	EA	5.00	5.00	900.00	\$4,500.00
806	F&I 7 Day Time Clock & Connections	EA	5.00	5.00	155.00	\$775.00
807	F&I Photo Cell Inclu. Wire & Conduit	EA	5.00	5.00	215.00	\$1,075.00
808	F&I 2" GRC Elbows	EA	220.00		23.85	
809	F&I 2" PVC Sch 40&2" GRC Services	LF	300.00	300.00	7.00	\$2,100.00
810	F&I 2" PVC Sch 40 Street Light Conduit	LF	7000.00	8460.00	2.96	\$25,041.60
811	1" PVC Sch 40 Tree Lighting Conduit	LF	900.00	900.00	2.95	\$2,655.00
812	2" PVC Sch 40 Tree Lighting Conduit	LF	1600.00	1600.00	3.16	\$5,056.00
813	F&I Cast Box, Receptacle, Cover,etc.	EA	37.00	37.00	128.00	\$4,736.00
814	F&I High Compression Taps	EA	130.00	130.00	28.65	\$3,724.50
815	F&I Water Proof Fuse Holders	EA	12.00	12.00	37.00	\$444.00
816	F&I Conductor #12 AWG	LF	1500.00	1500.00	0.24	\$360.00
817	F&I Conductor #10 AWG	LF	11000.00	11000.00	0.30	\$3,300.00
818	F&I Conductor #8 AWG	LF	24000.00	24000.00	0.35	\$8,400.00
819	F&I Conductor #6 AWG	LF	5200.00	5200.00	0.44	\$2,288.00
820	F&I Conductor #2 AWG	LF	1000.00	1000.00	0.86	\$860.00
821	F&I Street Light Pull Box	EA	14.00	26.00	195.00	\$5,070.00
822	F&I Tree Light pull Box	EA	4.00	11.00	195.00	\$2,145.00
823	Construct Pedes. Street Light Fnd.	EA	74.00	85.00	360.00	\$30,600.00
824	F&I Vehicular Street Light Foundation	EA	1.00	1.00	433.00	\$433.00
825	F&I Pedes. Pole Typ "A" & 175w Lamp	EA	74.00	74.00	2,237.00	\$165,538.00
826	F&I Vehicular Pole, Fix, Lamp "B"	EA	1.00		1,510.00	
827	F&I Vehicular Pole, Fixture, Lamp"C"	EA	2.00		1,510.00	
828	F&I Signal Interconnect Cable	LF	3000.00	3250.00	1.50	\$4,875.00
829	F&I Signal Interconnect Pull Box	EA	2.00	2.00	225.00	\$450.00
830	3" PVC Signal Interconnect Conduit	EA	260.00	1030.00	3.00	\$3,090.00
831	F/I Pedestrian Pole,Fix.Ty "C"	EA	7.00	7.00	3,810.00	\$26,670.00
832	F/I Pedestrian Pole, Fix.Ty "B"	EA	4.00	4.00	3,040.00	\$12,160.00
833	F/I 22'-8" Pole for Hanging Lts.	EA	6.00	6.00	2,030.00	\$12,180.00
834	Foundation For Hanging Lt.	EA	6.00	6.00	840.00	\$5,040.00
Extra	4" PVC Bores on M-#	LF		99.00	20.00	\$1,980.00
Sch IX- Addison Circle Park Streetscape Improvements						
901	4" 3000 psi R.C. Sidewalk	SF	60.00		4.00	
902	4" 3000 psi R.C. Subbase (sidewalk)	SF	1863.00		2.40	
903	Furnish Glen-Gery Pavers	SF	1803.00		1.49	
904	F/P Bedding Mtl's. & Paver (SW)	SF	1803.00		1.60	
Extra	Steeve Exist. Irrigation @ S.W. corner "N"	LS	1.00	1.00	800.00	\$800.00
Extra	Add W.M./Split Irrigation System	LS	1.00	1.00	1,894.20	\$1,894.20

JIM BOWMAN CONSTRUCTION COMPANY, INC.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
Extra	RWC - Weld 3 light base anchor bolts on east side Spectrum south of Addison Circle					\$268.00
Extra	RWC - Repair Broken conduit with wire at S.E. Corner A.C. & Spectrum					\$546.00
Extra	Extra @ porch on Bldg. "Q"				C.P.	\$609.38
Extra	Ramp @ Parking Garage				C.P.	\$284.84
Extra	Exc./Saw/Pour Conc. Base @ CBI/Garage on private property				C.P.	\$549.36
Extra	R/R 4" Base & Pavers @ S.E. Cor. Bldg. "M"				C.P.	\$2,697.17
Extra	Adjust M.H. for Post				C.P.	\$208.00
Extra	Pour 2½ x 30½ strip on southside "O" that Striland did not pour				C.P.	\$190.63
Extra	Adjust M.T.S. M.H.				C.P.	\$210.42
Extra	Replace Flex-Cell all along Quorum on west side "N"				C.P.	\$300.00
Extra	R/R Forms on north side "M" per M.R. (Bldg. Built wrong)				C.P.	\$478.87
Extra	Paver Band on Morris Sidewalk	LF		334.50	5.00	\$1,672.50
Extra	Rem/Replace 4 Trees that Died from PH. 1 Drainage Error	LS		1.00	4,683.00	\$4,683.00

Approved
Jim Bowman Construction Company, Inc.

By: *[Signature]* 12/28/00
Approved
Post Properties, Inc.

By: *Mural P. Kellin* 1/28/01
Approved
Town of Addison

By: _____

Total Amount Of Work Done	\$1,652,028.29
Less Retainage 0.00%	\$0.00
Other	
Amount Payable on Contract	\$1,652,028.29
Less Previous Payments	\$1,622,886.26
Amount Due This Estimate	\$29,142.03

JIM BOWMAN CONSTRUCTION COMPANY, INC.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Project Name: #469 - Addison Circle - Phase II - Streetscape
 Type of Work: Streetscape
 Estimate Period: December 28, 2000 to December 28, 2000

Estimate No. 28 & Final
 Contract Date Oct. 21, 1997
 Contract Amt. \$1,578,970.61

Payable To: Jim Bowman Construction Co., Inc.
 10209 Plano Road, Suite 101
 Dallas, Texas 75238

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
SCH II - Streetscape Improvements						
201	F&I Irrigation System w/ Controllers	LS	1.00	1.00	76,600.00	\$76,600.00
202	F&I Install Tree Fence	LF	4589.00	4589.00	17.00	\$78,013.00
203	F&I 5' Square Paver Grate	EA	76.00	76.00	900.00	\$68,400.00
204	F&I 4" PVC Sch 40 Subdrain System	LF	7213.00	7595.00	10.00	\$75,950.00
205	F&I Bench A, 5' Dbl. Std Black Bowery	EA	13.00	13.00	820.00	\$10,660.00
206	F&I Bench B, 5' std Black Bowery	EA	18.00	18.00	820.00	\$14,760.00
207	Bench C, 6' Expo Bench Robinson Iron	EA	8.00	8.00	750.00	\$6,000.00
208	F&I Bench D, 5' std backless bench	EA	20.00	20.00	600.00	\$12,000.00
209	F&I Bench E, 6' std. Blk Curved Bench	EA	6.00	6.00	1,400.00	\$8,400.00
210	F&I Bowery Trash Receptacle A W/Lid	EA	23.00	23.00	570.00	\$13,110.00
211	F&I Trash Receptacle B, Ultrium	EA	16.00	16.00	260.00	\$4,160.00
212	F&I Bike Rack, Model BR2-3	EA	26.00	26.00	80.00	\$2,080.00
213	F&I Garden Planter Style 006, Sandstone	EA	37.00	37.00	180.00	\$6,660.00
214	F&Plant Red Oak, 200 gal	EA	77.00	77.00	1,150.00	\$88,550.00
215	F&Plant Live Oak, 200 gal	EA	42.00	42.00	1,150.00	\$48,300.00
216	F&Plant Elm (Drake,) 200 gal.	EA	76.00	76.00	1,056.00	\$80,256.00
217	F&Plant Chanticleer Pear, 4" gal	EA	92.00	92.00	400.00	\$36,800.00
218	F&Plant New Mexico Agave, 1 gal.	EA	32.00	32.00	14.00	\$448.00
219	F&Plant Red Yucca, 1 gal.	EA	24.00	24.00	8.00	\$192.00
220	F&Plant Dwf. Yaupon Holly, 1 gal	EA	3744.00	3744.00	4.12	\$15,425.28
221	F&Plant Yucca Filamentosa, 1 gal	EA	28.00	28.00	10.00	\$280.00
222	F&Plant Canna Type "A", #1 Rhizome	EA	114.00	114.00	1.65	\$188.10
223	F&Plant Canna Type "B" #1 Rhizome	EA	126.00	126.00	1.65	\$207.90
224	F&Plant Bowles' Mauve Wallflower 4" cont.	EA	60.00	0.00	7.21	
225	F&Plant Chysanthemum, 4" cont.	EA	168.00	168.00	2.06	\$346.08
226	F&P Daylily Blk Eyed Stell, 4" cont	EA	152.00	152.00	2.06	\$313.12
227	F&P Daylily Siloam Little Gril, 4" cont.	EA	176.00	176.00	2.06	\$362.56
228	F&P Daylily "Stella de Oro, 4" cont.	EA	200.00	200.00	3.60	\$720.00
229	F&Plant Candy Tuft 4" cont. Grown, Ful	EA	48.00	0.00	1.55	
230	F&Plant Iris Madonna #1 Rhizomes	EA	280.00	262.00	2.27	\$594.74
231	F& Plant Iris Ambassadeur, #1 Rhizomes	EA	136.00	136.00	2.27	\$308.72
232	F&Plant Iris Cream Beauty, #1 Bulb	EA	126.00	126.00	2.27	\$286.02
233	F&Plant Iris Sapphire Beauty, #1 Bulb	EA	114.00	114.00	2.27	\$258.78
234	F&P Bearded Iris Yellow, #1 Rhizome	EA	128.00	110.00	2.27	\$249.70
235	F&P Bearded Iris Purple, #1 Rhizome	EA	136.00	118.00	2.27	\$267.86
236	F&P Beared Iris Italian, #1 Rhizome	EA	228.00	228.00	2.27	\$517.56
237	F&P Iris Golden Cataract, #1Rhizome	EA	96.00	96.00	2.27	\$217.92
238	F&P Lantanna, 4" cont.	EA	384.00	384.00	1.30	\$499.20
239	F&P Big Blue Lirope, 1 gal.	EA	312.00	312.00	3.60	\$1,123.20
240	F&P White Spider Lily, #1 Bulbs	EA	210.00	210.00	3.60	\$756.00
241	F&P Spider Lily, #1 Bulbs	EA	104.00	104.00	3.60	\$374.40
242	F&P Belladonna Lily, #1 Bulbs	EA	190.00	190.00	3.60	\$684.00
243	F&P Daffodil Avalanche, #1 Bulb	EA	504.00	504.00	2.27	\$1,144.08
244	F&P Daffodil 'Feb. Gold, #1 Bulb	EA	160.00	160.00	2.27	\$363.20
245	F&P Daffodil 'Grand Primo,#1 Bulb	EA	368.00	368.00	2.27	\$835.36
246	F&P Daffodil 'Peeping Tom,#1 Bulb	EA	96.00	96.00	2.27	\$217.92
247	F&Plant Daffodil 'Sweetness' #1 Bulb	EA	176.00	176.00	2.27	\$399.52
248	F& P Daffodil Tete-a-Tete, #1 Bulb	EA	456.00	456.00	2.27	\$1,035.12
249	F&Plant Daffodil Trevithian #1 Bulb	EA	400.00	400.00	2.27	\$908.00
250	F&Plant Pennisetum, 1 gal. Full	EA	240.00	240.00	5.51	\$1,322.40
251	F&Plant Thrift, 4" cont.	EA	48.00	48.00	1.70	\$81.60
252	F&Plant White Carpet Rose,1 gal	EA	240.00	240.00	12.90	\$3,096.00

JIM BOWMAN CONSTRUCTION COMPANY, INC.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
253	F&Plant Greggii Salvia 4" cont. Full	EA	70.00	70.00	1.50	\$105.00
254	F&Plant Sedum 4" cont. Full	EA	274.00	274.00	1.80	\$493.20
255	F&Plant Purple Heart, 4" cont.	EA	48.00	48.00	1.80	\$86.40
256	Remove Existing Trees & Replant	EA	10.00	9.00	285.00	\$2,565.00
257	F&Plant Bermuda Hydroseed	SF	51920.00		0.05	
258	F&Plant Bermuda Solid Sod	SF	11730.00	11730.00	0.29	\$3,401.70
259	Columnar English Oak 2 1/2 "3" Cal.	EA	8.00	8.00	360.00	\$2,880.00
260	Mobilization	LS	1.00	1.00	42,000.00	\$42,000.00
261	Superintendent	LS	1.00	1.00	30,000.00	\$30,000.00
262	4"- 3000 psi R.C. Sidewalk	SF	637.00	2379.00	3.00	\$7,137.00
263	4"- 3000 psi R.C. Subbase (SW)	SF	85474.00	91054.80	2.30	\$209,426.04
264	6"- 3000 psi R.C. Subbase (SW)	SF	1834.00	1834.00	2.70	\$4,951.80
265	Furnish Glen Gery Pedestrian Pavers	SF	93538.00	97555.88	1.49	\$145,358.26
266	F/I Bed. Mtl. & Install Pavers (SW)	SF	93538.00	92888.80	1.60	\$148,622.08
267	Unclass. Sidewalk Excava. & Disposal	CY	2312.00	2312.00	8.00	\$18,496.00
C.O.	Stone Ret. Wall @ H&B Trail	LS	1.00	1.00	12,285.00	\$12,285.00
C.O.	R/R Edge Restrmt @ Round About	LS	1.00	1.00	2,734.00	\$2,734.00
SCH VIII- Electrical Improvements (Streetscape)						
801	F&I Meter Socket Base	EA	5.00	5.00	209.00	\$1,045.00
802	F&I 100 A Fused Switch	EA	5.00	5.00	255.00	\$1,275.00
803	F&I Service Ground	EA	5.00	5.00	81.00	\$405.00
804	Panelboard w/ Breakers, 120/140 MCB	EA	5.00	5.00	620.00	\$3,100.00
805	F&I 100 A Main Contactor	EA	5.00	5.00	900.00	\$4,500.00
806	F&I 7 Day Time Clock & Connections	EA	5.00	5.00	155.00	\$775.00
807	F&I Photo Cell Inclu. Wire & Conduit	EA	5.00	5.00	215.00	\$1,075.00
808	F&I 2" GRC Elbows	EA	220.00		23.85	
809	F&I 2" PVC Sch 40&2" GRC Services	LF	300.00	300.00	7.00	\$2,100.00
810	F&I 2" PVC Sch 40 Street Light Conduit	LF	7000.00	8460.00	2.96	\$25,041.60
811	1" PVC Sch 40 Tree Lighting Conduit	LF	900.00	900.00	2.95	\$2,655.00
812	2" PVC Sch 40 Tree Lighting Conduit	LF	1600.00	1600.00	3.16	\$5,056.00
813	F&I Cast Box, Receptacle, Cover, etc.	EA	37.00	37.00	128.00	\$4,736.00
814	F&I High Compression Taps	EA	130.00	130.00	28.65	\$3,724.50
815	F&I Water Proof Fuse Holders	EA	12.00	12.00	37.00	\$444.00
816	F&I Conductor #12 AWG	LF	1500.00	1500.00	0.24	\$360.00
817	F&I Conductor #10 AWG	LF	11000.00	11000.00	0.30	\$3,300.00
818	F&I Conductor #8 AWG	LF	24000.00	24000.00	0.35	\$8,400.00
819	F&I Conductor #6 AWG	LF	5200.00	5200.00	0.44	\$2,288.00
820	F&I Conductor #2 AWG	LF	1000.00	1000.00	0.86	\$860.00
821	F&I Street Light Pull Box	EA	14.00	26.00	195.00	\$5,070.00
822	F&I Tree Light pull Box	EA	4.00	11.00	195.00	\$2,145.00
823	Construct Pedes. Street Light Fnd.	EA	74.00	85.00	360.00	\$30,600.00
824	F&I Vehicular Street Light Foundation	EA	1.00	1.00	433.00	\$433.00
825	F&I Pedes. Pole Typ "A" & 175w Lamp	EA	74.00	74.00	2,237.00	\$165,538.00
826	F&I Vehicular Pole, Fix, Lamp "B"	EA	1.00		1,510.00	
827	F&I Vehicular Pole, Fixture, Lamp"C"	EA	2.00		1,510.00	
828	F&I Signal Interconnect Cable	LF	3000.00	3250.00	1.50	\$4,875.00
829	F&I Signal Interconnect Pull Box	EA	2.00	2.00	225.00	\$450.00
830	3" PVC Signal Interconnect Conduit	EA	260.00	1030.00	3.00	\$3,090.00
831	F/I Pedestrian Pole, Fix. Ty "C"	EA	7.00	7.00	3,810.00	\$26,670.00
832	F/I Pedestrian Pole, Fix. Ty "B"	EA	4.00	4.00	3,040.00	\$12,160.00
833	F/I 22'-8" Pole for Hanging Lts.	EA	6.00	6.00	2,030.00	\$12,180.00
834	Foundation For Hanging Lt.	EA	6.00	6.00	840.00	\$5,040.00
Extra	4" PVC Bores on M-#	LF		99.00	20.00	\$1,980.00
Sch IX- Addison Circle Park Streetscape Improvements						
901	4" 3000 psi R.C. Sidewalk	SF	60.00		4.00	
902	4" 3000 psi R.C. Subbase (sidewalk)	SF	1863.00		2.40	
903	Furnish Glen-Gery Pavers	SF	1803.00		1.49	
904	F/P Bedding Mtl's. & Paver (SW)	SF	1803.00		1.60	
Extra	Sleeve Exist. Irrigation @ S.W. corner "N"	LS	1.00	1.00	800.00	\$800.00
Extra	Add W.M./Split Irrigation System	LS	1.00	1.00	1,894.20	\$1,894.20

JIM BOWMAN CONSTRUCTION COMPANY, INC.

10209 Plano Road, Suite 101

Dallas, Texas 75238

(214) 349-2884

Item	Description	Unit of Measure	Contract Quantity	Total Work Done on Contract	Contract Price	Amount
Extra	RWC - Weld 3 light base anchor bolts on east side Spectrum south of Addison Circle					\$268.00
Extra	RWC - Repair Broken conduit with wire at S.E. Corner A.C. & Spectrum					\$546.00
Extra	Extra @ porch on Bldg. "Q"				C.P.	\$609.38
Extra	Ramp @ Parking Garage				C.P.	\$284.84
Extra	Exc./Saw/Pour Conc. Base @ CBI/Garage on private property				C.P.	\$549.36
Extra	R/R 4" Base & Pavers @ S.E. Cor. Bldg. "M"				C.P.	\$2,697.17
Extra	Adjust M.H. for Post				C.P.	\$208.00
Extra	Pour 2½ x 30½ strip on southside "O" that Striland did not pour				C.P.	\$190.63
Extra	Adjust M.T.S. M.H.				C.P.	\$210.42
Extra	Replace Flex-Cell all along Quorum on west side "N"				C.P.	\$300.00
Extra	R/R Forms on north side "M" per M.R. (Bldg. Built wrong)				C.P.	\$478.87
Extra	Paver Band on Morris Sidewalk	LF		334.50	5.00	\$1,672.50
Extra	Rem/Replace 4 Trees that Died from PH. 1 Drainage Error	LS		1.00	4,683.00	\$4,683.00

Approved
Jim Bowman Construction Company, Inc.

By: [Signature] 12/28/00
Approved
Post Properties, Inc.

By: [Signature] 4/25/01
Approved
Town of Addison

By: _____

Total Amount Of Work Done	\$1,652,028.29
Less Retainage	0.00%
Other	\$0.00
Amount Payable on Contract	\$1,652,028.29
Less Previous Payments	\$1,622,886.26
Amount Due This Estimate	<u>\$29,142.03</u>

PAY ONE TIME -
NOT FROM EST.
27 & 28.

DESCRIPTION OF CHANGES:

- THIS CHANGE ORDER INVOLVES THE FOLLOWING ITEMS:
- 1) Furnish & Place Stone Retaining Wall @ Hike & Bike Trail
 - 2) Remove Existing Paver Edge Restraint & Tie-in to Phase II
 - 3) Sleeve Existing Irrigation System @ S.W. Corner Building "N"
 - 4) Install Additional Irrigation Water Supply & Split Irrigation System
 - 5) 4" PVC Bores on McEntire for Better Irrigation Alignment (Per Addison)
 - 6) Pour Additional Concrete @ Porch on Building "P" (Northeast Corner)
 - 7) Pour Additional Concrete @ Ramp At Parking Garage
 - 8) Exc./Saw/Pour Conc. Base @ CBI/Garage on Private Property
 - 9) Remove & Replace 4" Base & Pavers @ S.E. Corner Of Building "M"
 - 10) Adjust Manhole @ Addison Circle & Lewis Place (Existing)
 - 11) Pour 2 1/2' x 30 1/2' Strip @ South Side Building "O"
 - 12) Adjust Existing MTS Manhole West Side Building "N"
 - 13) Replace Flexcell Along Quorum-West Side "N" Damaged By Bldg. Contractors
 - 14) Remove & Replace Forms-North Side Bldg. "M"
 - 15) Pour Added Pedestrian Paver Containment Band-Morris Ave.
 - 16) Remove & Replace 4 Trees Resulting From Ph. I Drainage Error
 - 17) Pedestrian Pole, Ty "A", w/ 2 Ty. "A" Fixtures
 - 18) Pedestrian Pole, Ty. "D" 198" Pole, Ty. "A" Fixture
 - 19) Ty. "D", 228" Pole w/o Fixture; with Connections for Hanging Lights
 - 20) Revised Foundation for Hanging Light Poles
 - 21) Weld 3 Light Base Anchor Bolts-East Side Spectrum @ Addison Circle
 - 22) Repair Broken Conduit w/ Wire @ Southeast Corner Addison Circle & Spectrum
 - 23) Deletion of All Items in Schedule "DX" (Added to Esplanade Park Contract)
 - 24) Reconciliation of All Plan Quantities
 - 25) * Denotes Added Item & Item Number

FILE COPY

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "II"							
204	Furnish & Install 4" PVC Sch 40 Subdrain System	LF	7,213.00	7,595.00	382.00	\$10.00	\$3,820.00
212	Furnish & Install Bike Rack, Model LB3-E	EA	25.00	26.00	1.00	\$80.00	\$80.00
214	Furnish & Plant Red Oak, 200 Gallon	EA	64.00	77.00	13.00	\$1,150.00	\$14,950.00
215	Furnish & Plant Live Oak, 200 Gallon	EA	55.00	42.00	(13.00)	\$1,150.00	(\$14,950.00)
224	Furnish & Plant Bowles Mauve Wallflower, 4" Container Grown, Full	EA	60.00	0.00	(60.00)	\$7.21	(\$432.60)
229	Furnish & Plant Candy Tuft, Container Grown, Full	EA	48.00	0.00	(48.00)	\$1.55	(\$74.40)
230	Furnish & Plant Iris Madonna No. 1 Rhizomes	EA	280.00	262.00	(18.00)	\$2.27	(\$40.86)
234	Furnish & Plant Bearded Iris Yellow, No. 1 Rhizomes	EA	128.00	110.00	(18.00)	\$2.27	(\$40.86)
235	Furnish & Plant Bearded Iris Purple, No. 1 Rhizomes	EA	136.00	118.00	(18.00)	\$2.27	(\$40.86)
256	Remove Existing Trees, Maintain, Hold & Replant	EA	10.00	9.00	(1.00)	\$285.00	(\$285.00)
257	Furnish & Plant Bermuda Hydroseed	SF	51,920.00	0.00	(51,920.00)	\$0.05	(\$2,596.00)
262	Furnish & Place 4" Thick 3000 PSI Reinforced Concrete Sidewalk	SF	637.00	2,379.00	1,742.00	\$3.00	\$5,226.00
263	Furnish & Place 4" Thick 3000 PSI Reinforced Concrete Subbase (Sidewalk)	SF	85,474.00	91,054.80	5,580.80	\$2.30	\$12,835.84
265	Furnish Glen-Gery Pedestrian Brick Paver Materials Delivered To Site	SF	93,538.00	97,555.88	4,017.88	\$1.49	\$5,986.64
266	Furnish & Place Bedding Materials & Place Pedestrian Brick Pavers (Sidewalk)	SF	93,538.00	92,888.80	(649.20)	\$1.60	(\$1,038.72)
*268	Furnish & Place Stone Retaining Wall @ Hike & Bike Trail	LS	0.00	1.00	1.00	\$12,285.00	\$12,285.00
*269	Remove Existing Paver Edge Restraint & Tie-in to Phase II	LS	0.00	1.00	1.00	\$2,734.00	\$2,734.00
*270	Sleeve Existing Irrigation System @ S.W. Corner Building "N"	LS	0.00	1.00	1.00	\$800.00	\$800.00
*271	Install Additional Irrigation Water Supply & Split Irrigation System	LS	0.00	1.00	1.00	\$1,894.20	\$1,894.20
*272	4" PVC Bores on McEntire for Better Irrigation Alignment (Per Addison)	LF	0.00	99.00	99.00	\$20.00	\$1,980.00
*273	Pour Additional Concrete @ Porch on Building "P" (Northeast Corner)	LS	0.00	1.00	1.00	\$609.38	\$609.38
*274	Pour Additional Concrete @ Ramp At Parking Garage	LS	0.00	1.00	1.00	\$284.84	\$284.84
*275	Exc./Saw/Pour Conc. Base @ CBI/Garage on Private Property	LS	0.00	1.00	1.00	\$549.36	\$549.36
*276	Remove & Replace 4" Base & Pavers @ S.E. Corner Of Building "M"	LS	0.00	1.00	1.00	\$2,697.17	\$2,697.17
*277	Adjust Manhole @ Addison Circle & Lewis Place (Existing)	LS	0.00	1.00	1.00	\$208.00	\$208.00
*278	Pour 2 1/2' x 30 1/2' Strip @ South Side Building "O"	LS	0.00	1.00	1.00	\$190.63	\$190.63
*279	Adjust Existing MTS Manhole West Side Building "N"	LS	0.00	1.00	1.00	\$210.42	\$210.42
*280	Replace Flexcell Along Quorum-West Side "N" Damaged By Bldg. Contractors	LS	0.00	1.00	1.00	\$300.00	\$300.00
*281	Remove & Replace Forms-North Side Bldg. "M"	LS	0.00	1.00	1.00	\$478.87	\$478.87
*282	Pour Added Pedestrian Paver Containment Band-Morris Ave.	LF	0.00	334.50	334.50	\$5.00	\$1,672.50
*283	Remove & Replace 4 Trees Resulting From Ph. I Drainage Error	EA	0.00	4.00	4.00	\$1,170.75	\$4,683.00
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "II" SUBTOTAL:							\$54,976.55

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "B" (STREETSCAPE)-SCHEDULE "VIII"							
808	Furnish & Install 2" GRC Elbows	EA	220.00	0.00	(220.00)	\$23.85	(\$5,247.00)
810	Furnish & Install 2" PVC SCH 40 Street Light Conduit	LF	7,000.00	8,460.00	1,460.00	\$2.96	\$4,321.60
821	Furnish & Install Street Light Pull Box	EA	14.00	26.00	12.00	\$195.00	\$2,340.00
823	Furnish & Construct Pedestrian Street Light Foundation	EA	86.00	85.00	(1.00)	\$360.00	(\$360.00)
824	Furnish & Construct Vehicular Street Light Foundation	EA	3.00	1.00	(2.00)	\$433.00	(\$866.00)
825	Furnish & Install Pedestrian Pole, Ty. "A" & 175 W Lamp	EA	86.00	74.00	(12.00)	\$2,237.00	(\$26,844.00)

(continued)

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "B" (STREETSCAPE)-SCHEDULE "VIII"							
826	Furnish & Install Vehicular Pole, Fixture & 250w High Pressure Sodium Lamp, Ty. "B"	EA	1.00	0.00	(1.00)	\$1,510.00	(\$1,510.00)
827	Furnish & Install Vehicular Pole, Fixture & 250w Metal Halide Lamp, Type "C"	EA	2.00	0.00	(2.00)	\$1,510.00	(\$3,020.00)
828	Furnish & Install Signal Interconnect Cable	LF	3,000.00	3,250.00	250.00	\$1.50	\$375.00
830	3" PVC Signal Interconnect Conduit	EA	260.00	1,030.00	770.00	\$3.00	\$2,310.00
*831	Pedestrian Pole, Ty "A", w/ 2 Ty. "A" Fixtures	EA	0.00	7.00	7.00	\$3,810.00	\$26,670.00
*832	Pedestrian Pole, Ty. "D" 19'8" Pole, Ty. "A" Fixture	EA	0.00	4.00	4.00	\$3,040.00	\$12,160.00
*833	Ty. "D", 22'8" Pole w/o Fixture; with Connections for Hanging Lights	EA	0.00	6.00	6.00	\$2,030.00	\$12,180.00
*834	Revised Foundation for Hanging Light Poles	EA	0.00	6.00	6.00	\$840.00	\$5,040.00
*835	Weld 3 Light Base Anchor Bolts-East Side Spectrum @ Addison Circle	LS	0.00	1.00	1.00	\$268.00	\$268.00
*836	Repair Broken Conduit w/ Wire @ Southeast Corner Addison Circle & Spectrum	LS	0.00	1.00	1.00	\$546.00	\$546.00
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "VIII" SUBTOTAL:							\$28,363.60

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "IX"							
901	Furnish & Place 4" 3000 PSI Reinforced Concrete Sidewalk	EA	60.00	0.00	(60.00)	\$4.00	(\$240.00)
902	Furnish & Place 4" 3000 PSI Reinforced Concrete Subbase (Sidewalk)	EA	1,863.00	0.00	(1,863.00)	\$2.40	(\$4,471.20)
903	Furnish Glen-Gery Paver Materials, Delivered To Site	LF	1,803.00	0.00	(1,803.00)	\$1.49	(\$2,686.47)
904	Furnish & Place Bedding Materials And Place Pedestrian Brick Pavers	EA	1,803.00	0.00	(1,803.00)	\$1.60	(\$2,884.80)
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "IX" SUBTOTAL:							(\$10,282.47)

NET CHANGE BY CHANGE ORDER NO.1	\$73,057.68
ORIGINAL CONTRACT AMOUNT	\$1,578,970.61
PREVIOUS CHANGE ORDERS	\$0.00
REVISED CONTRACT AMOUNT	\$1,652,028.29

EFFECT OF CHANGE ON CONTRACT TIME

THE WORK REQUIRED UNDER THIS CHANGE ORDER WILL ADD 25 DAYS TO THIS PROJECT:

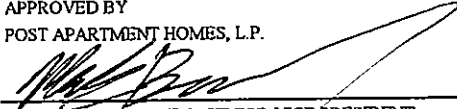
ORIGINAL CONTRACT TIME	300 C.D.
ADDITIONAL DAYS FOR THIS CHANGE ORDER	0 C.D.
ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER (PAVING)	0 C.D.
REVISED CONTRACT TIME	300 C.D.

PROJECT: ADDISON CIRCLE PHASE II - PUBLIC INFRASTRUCTURE - BID PACKAGE "B" (STREETSCAPE)
JOB NUMBER: 96008 / CHANGE ORDER NO. 1
OWNER: TOWN OF ADDISON
CONTRACTOR: JIM BOWMAN CONSTRUCTION CO.
DATE: 01/24/01

THE COMPENSATION AGREED UPON IN THIS CHANGE ORDER ARE FOR ALL COSTS THE CONTRACTOR MAY INCUR AS A RESULT OF, OR RELATING TO THIS CHANGE ORDER WHETHER SAID COSTS ARE KNOWN, UNKNOWN, FORESEEN, UNFORESEEN AT THIS TIME, INCLUDING WITHOUT LIMITATION, ANY COST FOR DELAY, EXTENDED OVERHEAD, RIPPLE OR IMPACT COST, OR ANY OTHER EFFECT ON CHANGED OR UNCHANGED WORK AS A RESULT OF THIS CHANGE ORDER. THESE COMPENSATIONS ARE FOR FULLY COMPLETE AND IN-PLACE CONSTRUCTION. ACTUAL IN PLACE QUANTITIES WILL BE USED FOR FINAL PAYMENT.

APPROVED BY
TOWN OF ADDISON

APPROVED BY
POST APARTMENT HOMES, L.P.



RON WHITEHEAD, CITY MANAGER DATE

MARK BRANDENBURG, SENIOR VICE PRESIDENT DATE

APPROVED BY
JIM BOWMAN CONSTRUCTION COMPANY

APPROVED BY
HUETT-ZOLLARS

JIM BOWMAN, PRESIDENT DATE

DAVID E. MEYERS, P.E. DATE

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

OWNER
 ARCHITECT
 CONTRACTOR
 SURETY
 OTHER

TO OWNER:
 (Name and Address)
Town of Addison
P.O. Box 9010/ 6350 Beltline Rd
Addison, Texas 75001-7090

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Streetscape

PROJECT:
 (Name and Address)
Addison Circle Phase II -Public Infrastruc
Pckge B Addison, Texas

CONTRACT DATED: October 21, 1977

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

Amwest Surety Insurance Company
3116 Kellway Drive, Ste 110
Carrollton, Texas 75006

** ORIGINALS
 of this document
 & APPROVIT of BUS
 had are being forwarded
 to Town of Addison.
 M. Roblin
 1/25/01*

, SURETY,

on bond of
 (Insert name and address of Contractor)

Jim Bowman Construction Company, Inc.
10209 Plano Rd #101
Plano, Texas 75238

, CONTRACTOR,

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

Town of Addison
P.O. Box 9010/ 6350 Beltline Rd
Addison, Texas 75001-7090

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunder set its hand on this date: 22 Jan 2001
 (Insert in writing the month followed by the numeric date and year.)

Amwest Surety Insurance Company

(Surety)

Karen Kubica

(Signature of authorized representative)

Karen Kubica

(Printed name and title)

Attorney-in-fact

Attest: Rosslyn Weatherall

(Seal): *Rosslyn Weatherall*


"This document has been reproduced electronically with the permission of The American Institute of Architects under license number 97020-1013 to Amwest Surety Insurance Company/Far West Insurance Company which expires August 18, 2001. Reproduction of this document after that date or without project specific information is not permitted."



LIMITED POWER OF ATTORNEY

**Amwest Surety Insurance Company
Far West Insurance Company**

Bond No.: 1341405 Bond Issue Date: Jan 21, 2001 POWER NUMBER 0001142869

This document is printed on white paper containing the artificial watermarked logo () of Amwest Surety Insurance Company on the front and brown security paper on the back. Only unaltered originals of the Limited Power of Attorney ("POA") are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of Nebraska and is only valid until the expiration date. Amwest Surety Insurance Company and Far West Insurance Company (collectively the "Company") shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (972) 248-3232

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation (collectively the "Company"), do hereby make, constitute and appoint:

Gail A. Barraza
Connie Wofford
Lannie McClain
Beverly Trimble
Steven W. Lewis
Nancy Ruano

Karen Kubica
Kevin J. Jackson

As Employees of Amwest Surety Insurance Co

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations as follows:

All Bonds up to \$25,000,000.00

Consent of Surety To Final Payment

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors of both Amwest Surety Insurance Company and Far West Insurance Company set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of each company, are now in full force and effect.


Karen G. Cohen, Secretary

***** RESOLUTIONS OF THE BOARD OF DIRECTORS *****
This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 15, 1975 and Far West Insurance Company at a meeting duly held on July 28, 1983:

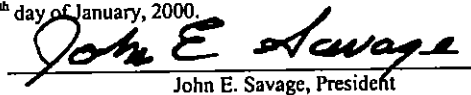
RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company and Far West Insurance Company have caused these present to be signed by its proper officers, and its corporate seals to be hereunto affixed this 17th day of January, 2000.



John E. Savage, President

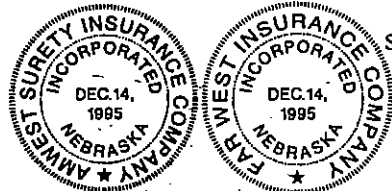
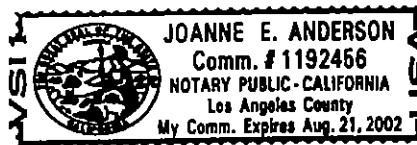

Karen G. Cohen, Secretary

State of California
County of Los Angeles

On January 17, 2000 before me, JoAnne Anderson Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)
JoAnne Anderson, Notary Public



5230 Las Virgenes Road Calabasas, CA 91302 TEL 818 871-2000

SECTION BP
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared Jim Bowman who, being duly sworn, on oath, says that he is a legal representative of Jim Bowman Const. Co., Inc.
(full name of Contractor as in contract)

and that the contract for the construction of the project, designated as
ADDISON CIRCLE PHASE II - PUBLIC INFRASTRUCTURE, PACKAGE "B"
(Project No.)
STREET SCAPE

has been satisfactorily completed and that all bills for materials, apparatus, fixtures, machinery and labor used in connection with the construction of this project have, to the best of my knowledge and belief, been fully paid.

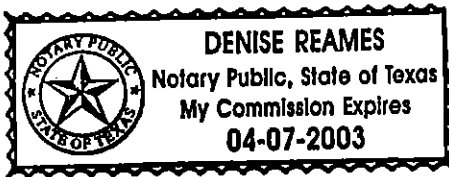
Signature

Title

Sworn to and subscribed before me this 24 day of Jan, ²⁰⁰¹ 1901.

Notary Public in and for

Dallas County, Texas





J.E.F.

PLEASE FILE

Mark
Robbins

January 3, 2001

Town of Addison
Dept. of Public Works
P.O. Box 9010
Addison, Texas 75001-9010

Attn.: Michael E. Murphy, P.E.

Re.: Addison Circle Phase II-B Public Infrastructure

Dear Sir:

North Texas Contracting and Gibson & Associates, Inc. have completed all contract obligations for the Paving, Streetscape, and Utilities contracts for the above referenced project. Attached are the following required contract close out documents:

Consent of Surety to Final Payment for all Infrastructure Contracts (3)

Affidavit of Bills Paid for all Contracts (3)

Maintenance Bond for all Contracts (3)

Also attached are letters of guarantee for the restoration of Addison property, and for the replacement of damaged bollards when we receive them from the manufacturer. I have attached copies of final change orders. The originals are presently at Huitt Zollars for signatures and will be forwarded to you this week. Huitt Zollars indicates they have completed as built plans and forwarded them to your office. This should complete all contract obligations. Please review the attached documentation, and if satisfied, please issue a letter of final acceptance to Post Properties, Inc., Gibson & Associates, Inc., and North Texas Contracting. It has been a pleasure working with The Town of Addison for the successful completion of this project. If you have any questions concerning this matter or should require any additional information, please call.

Sincerely,
Post Properties, Inc.

Michael F. Robbins
Superintendent-Public Infrastructure

cc: Mark Brandenburg-Post Properties, Inc.
David E. Meyers, P.E.-Huitt Zollars
Robert Farkaw-North Texas Contracting
Jeff Gibson-Gibson & Associates, Inc.
file: 143901



January 2, 2001

Town of Addison
Dept. of Public Works
P.O. Box 9010
Addison, Texas 75001-9010

Attn.: Michael E. Murphy, P.E.

Re.: Addison Circle Phase II-B Public Infrastructure

Dear Sir:

Please let this letter serve as guarantee that Post Properties, Inc. will restore Town of Addison property located between the West End of Morris Ave. and Addison Rd. as per our written agreement dated September 4, 1999. I have attached a copy of our agreement for your use. Post Properties, Inc. will perform this work as soon as the weather permits. If you have any questions regarding this matter, please call.

Sincerely,
Post Properties, Inc.

Michael F. Robbins
Superintendent-Public Infrastructure

cc: Mark Brandenburg-V.P. Construction
file: 143901

Encl.



*Hand Delivered
to Mike Murphy @
9:30 a.m. 9/8/99 @
P.I. mtg.*

September 4, 1999

Town of Addison
Dept. of Public Works
P.O. Box 9010
Addison, Texas 75238

Attn.: John Baumgartner

Re.: Addison Circle Phase III

Dear Sir:

Post Properties, Inc. had recently contacted the Town of Addison concerning access to our Addison Circle Phase III development project from Addison Rd. The Town of Addison asked that several requirements be met prior to giving permission to access the site from Addison Rd. They are as follows:

- 1) Immediately following construction the access site will be restored to "as good or better" than the original condition.
- 2) Post must receive Town approval prior to stockpiling of any materials on Town of Addison property.
- 3) Proper drainage must be maintained at all times.
- 4) Access to the site from Addison Rd. should be used as a back up only. Whenever possible, Post should try to access the site from Quorum Dr.
- 5) All dirt and debris tracked from the site and onto Addison Rd. is to be cleaned by Post.
- 6) An all weather road is to be built at Post expense from Addison Rd. to the site to minimize any tracking of dirt and mud onto Addison Rd. This road is to be removed after construction activities are complete.

Post Properties, Inc. agrees to these requirements as stipulated by The Town of Addison. Please indicate in writing your approval of this agreement. If you have any questions regarding this matter, please call.

Sincerely,
Post Properties, Inc.

Mark Brandenburg-Vice President Construction

Cc: file: 143901



January 2, 2001

Town of Addison
Dept. of Public Works
P.O. Box 9010
Addison, Texas 75001-9010

Attn.: Michael E. Murphy, P.E.

Re.: Addison Circle Phase II-B Public Infrastructure

Dear Sir:

Please let this letter serve as guarantee that Post Properties, Inc. will replace the bollards on the West Side of Paschall Place between Morris Ave. and Goodman Ave. that were damaged during the construction of our building. The replacement bollards have been ordered from Leader Health & Manufacturing, Inc. and are scheduled to arrive on or about February 2, 2001. I have attached copies of our quotation, purchase agreement, and a copy of our check to Leader for your use. If you have any questions regarding this matter, please call.

Sincerely,
Post Properties, Inc.

Michael F. Robbins
Superintendent-Public Infrastructure

cc: Mark Brandenburg-V.P. Construction
file: 143901

attachment

LEADER HEALTH & MANUFACTURING, INC.

12300 SW SIDNEY ROAD
PORT ORCHARD, WA 98367-7049
1-360-895-1184 TEL 1-360-895-1284 FAX

LEADER INTERNATIONAL CORP.

LEADER HEALTH TECHNOLOGIES, Health Care Division
NORTHWEST ORTHOPAEDIC PRODUCTS, Health Care Division
CREATIVE CONCEPTS GROUP (CCG-Seattle, Inc.)

PURCHASE AGREEMENT

Order Date: 11/22/00 Invoice #: 029332

Terms: NET IN 30

FAIR WEATHER SITE FURNISHINGS
1-800-323-1798

Salesperson: ZRS

P.O. #:

5550310

SOLD TO:

POST PROPERTIES
5040 ADDISON CIRCLE
ADDISON, TX 75001

SHIP TO:

POST PROPERTIES, INC.
15720 QUORUM DRIVE
ADDISON, TX
ATTN: MIKE ROBBINS 75001

IS NOW A DIVISION OF
LEADER HEALTH & MANUFACTURING, INC.
A LEADER INTERNATIONAL CORPORATION COMPANY

DESCRIPTION	QTY	SHPD	B/O	PRICE	EXTENSION
4 EA., B-3, 5.56" X 24" PERMANENT EMBED BOLLARDS WITH 24" BELOW GRADE.					1136.00
FREIGHT					133.00

* BOLLARDS ARE TO BE GLOSS BLACK IN COLOR.

C-190024

ACKNOWLEDGED AND AGREED:

AUTHORIZED SIGNATURE:



INCLUDING ALL TERMS & CONDITIONS ON REVERSE
Cancellation Fee of 10% May Be Assessed.

SUBTOTAL	1269.00
TAX	0.00
TOTAL INVOICE	1269.00

WHITE - OFFICE BLUE - CUSTOMER COPY

FAIRWEATHER

Site Furnishings & Accessories

division of Leader International Corporation
12300 SW Sidney Road, Port Orchard, WA 98367-7049

(972) 492-3155
Bm-

(800)-323-1798
(360) 895-2626
(360) 895-1284 fax
www.fairweathersf.com
e-mail: jana@theleader.com

To: Mike Robbins
Company Name: Post Properties
From: Jana Gossler for Resource Consulting Services
Phone: 214-704-5427
Fax: 972-726-0562
Date: 20 November 2000
Reference: Addison Circle
Quote#: 1120001G
Number of pages: 1

Quotation

* REPLACEMENT
BOLLARDS FOR PASCHALL
P. - DAMAGED BY
MANAGEMENT TRASH TRUCK
& CONSTRUCTION

**** NOTE: RCS IS A MINORITY-OWNED BUSINESS, CERTIFIED BY NCTRC ****

QTY	DESCRIPTION	EACH	TOTAL
4 ea.	B-3, 5.56" O.D. x 24" permanent embed bollards, with 24" below grade), powder-coated a standard FairWeather color.	\$284.00	\$1,136.00
1 lot	Freight FOB Port Orchard to Addison, TX 75001		\$ 133.00
		TOTAL:	\$ 1,269.00

**** FOR CALL BEFORE DELIVERY, PLEASE ADD \$35 TO FREIGHT CHARGES ****

O.K. Mahal J. Robbins
POST PROPERTIES, INC.
SHIPPING ADDRESS: 15720 QUORUM DR.
ADDISON, TX. 75001
ATTN: MIKE ROBBINS

Please Note Terms:

- 1) All prices quoted are in U.S. Dollars and valid herein for 90 days from this date.
- 2) Approximately 16 weeks.
- 3) 50% deposit, balance Net 30 Days OAC
- 4) All freight is FOB Factory. Unless otherwise noted freight charges do not include unloading and placement. If you require lift gate service or other special handling please call for pricing.

CC: PAT CALHOUN, RESOURCE CONSULTING SERVICES



Jana Gosser <jana@theleader.com> on 11/27/2000 10:52:09 AM

To: mrobbins@postproperties.com
cc:

Subject: Re: Invoice # 029332

11/27/00

Hi Mike! I hope you had a nice Thanksgiving.

Anyway, the above-referenced invoice should be made out to FairWeather Site Furnishings (FairWeather) is just fine. Our mailing address is 12300 SW Sidney Road, Port Orchard, WA 98367. We have estimated shipping on this as approximately 02/02/01. I'm not sure if you are aware though or not that we have implemented our night shift, and expect to see some improvements to our lead times very shortly. So if we can do better than this date, we sure will.

I also wanted to ask you, are you now Post Apartment Homes, or are you still Post Properties??? (I want to make sure I have the billing name right).

Thanks for your help.

THIS CHECK IS VOID WITHOUT A BLUE & PURPLE BACKGROUND AND AN ARTIFICIAL FINGERPRINT & CERTIFICATION SEAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

BANK ONE, TEXAS N.A.
Member FDIC

Addison III Construction
5040 Addison Circle, Suite 300
Addison, TX 75001

Check No. 1502

Pay ONE THOUSAND TWO HUNDRED SIXTY NINE AND 00/100

To The Order Of

FAIR WEATHER SITE FURNISHINGS
LEADER HEALTH & MANUFACTURING, INC.
12300 SW SIDNEY RD
PORT ORCHARD WA 98367

⑈00001502⑈ ⑆111000614⑆ 1565439658⑈

SEE ENDORSEMENT AREA ON BACK FOR U.S. PATENT 5538290;5575508;5641183 *Focus on Security*

313444 FAIR WEATHER SITE FURNISH

Check No.

1502

Date

12/01/00

Detach Statement Before Depositing

Check Number	Date	Description	Amount
029332	112200	ADDISON CIRCLE III	1,269.00
			1,269.00

REORDER FT 903 • U.S. PATENT NO. 5538290;5575508;5641183;5785353

*Check
Mailed
12/8/00*

#11

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER: *Town of Addison and Gaylord Properties, Inc. and Post Properties, Inc.*
 (Name and address) P. O. Box 9010
 Addison, TX 75001

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: *Public Infrastructure Paving*

PROJECT: *Addison Circle Phase II-B*
 (Name and address) Addison, TX

CONTRACT DATED:

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

Federal Insurance Company
 1445 Ross Ave., #4200
 Dallas, TX 75202

on bond of
 (Insert name and address of Contractor)

Gibson & Associates, Inc.
 11210 Ryliecrest, Balch Springs, TX 75180

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

Town of Addison and Gaylord Properties, Inc. and Post Properties, Inc.
 P. O. Box 9010
 Addison, TX 75001

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: *December 14, 2000*
 (Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
 (Surety)

Robbi Morales
 (Signature of authorized representative)

Attest:
(Seal):

W. Scott Bonnet

Robbi Morales, Attorney-in-fact
 (Printed name and title)



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



INSTRUCTION SHEET

FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

4. Limited License for Reproduction

AIA Document G707 is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. The G707 document is intended to be used as a consumable—that is, the original document purchased by the user is intended to be consumed in the course of being used. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce G707.

A cautionary notice is printed in red on the original of this document. This notice distinguishes an original AIA document from copies and counterfeits. To ensure accuracy and uniformity of language, purchasers should use only an original AIA document or one that has been reproduced from an original under a special limited license from the AIA.

A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G707, but only for use in connection with a particular project. Further reproductions are prohibited without the express permission of the AIA.

B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

C. COMPLETING THE G707 FORM

GENERAL: The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.



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 Carla J. Ball, Jim Baughman, Kelly A. Knisel, Jerry P. Rose, Don E. Cornell, Robbi Morales, Sheila M. Young, Kathleen Day and Lisa M. Bonnot 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 18th day of August, 2000

Kenneth C. Wendel signature
Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson signature
Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.
County of Somerset

On this 18th day of August, 2000, 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



HEATHER MANCO
Notary Public, State of New Jersey
No. 2229695
Commission Expires Sept. 24, 2004

Heather Manco signature
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 14th day of December, 2000



Kenneth C. Wendel signature
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) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

FINAL AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF DALLAS

A.J. Johnston of Gibson & Associates, Inc., being duly sworn, says that he is the Executive Vice President of Gibson & Associates, Inc., (herein referred to as the "Contractor") and is familiar with the facts herein stated.

That said Contractor performed work and labor and/or furnished material for use in the construction of:

Addison Circle Phase II B - Paving

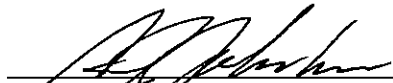
And owned by:

Post Properties, Inc. / Town of Addison

That said Contractor hereby certified that he had paid or had otherwise satisfied all obligations for all materials and equipment furnished for all work, labor, and services performed and for all indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above.

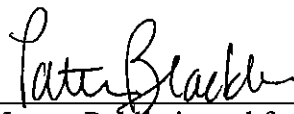
CONTRACTOR: **GIBSON & ASSOCIATES, INC.**

BY:

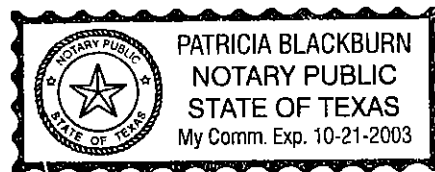


A.J. Johnston
Executive Vice President

SWORN TO ME BEFORE and subscribed in my presence this 14th day of December, 2000.



Notary Public in and for Dallas County, Texas



My Commission Expires: 10-21-03

Bond No. 8155-93-89
Addison Circle Phase II-B Public
Infrastructure Paving

SECTION MB
MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That Gibson & Associates, Inc. as principal and Federal Insurance Company
_____, a corporation organized under the laws of Indiana and *****
_____ 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
Three Hundred Thirty Three Thousand Three Hundred Seventy Three and

87/100

_____ (\$ 333,373.87) 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
Addison Circle Phase II-B Public Infrastructure Paving

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 Gibson & Associates, Inc has caused these presents to be executed by _____ and the said _____ has hereunto set his hand this the 30th day of June, 1999.

SURETY

PRINCIPAL

Federal Insurance Company

Gibson & Associates, Inc.

By: Carla J. Ball
Attorney in Fact
Carla J. Ball

By: Patricia M. Gibson

ATTEST

By: Lisa K. Bonnet
Surety Witness

Ass't Secretary

Aon Risk Services of Texas, Inc.

2711 N. Haskell Avenue #800, Dallas, TX 75204
Agency and Address

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

RIDER

To be attached to and form a part of Bond No. 8155-93-89 naming _____

Gibson & Associates, Inc. as Principal, and Federal Insurance Company,
as Surety, in favor of Town of Addison

as Obligee, in the amount of \$ 333,373.87 effective June 30, 1999

for the construction of Addison Circle Phase II-B Public Infrastructure Paving

Whereas, when this bond was executed Town of Addison was
named as Obligee, and

Whereas, it is now desired that certain other parties be added as Obligees.

Now, therefore, Subject to the Consent of Town of Addison, it is
(Original Obligee)

hereby understood and agreed that the following shall be considered as additional Obligee(s) under
this bond: Gaylord Properties, Inc. and Post Properties, Inc.

The foregoing, however, is subject to the following further provisions:

- 1) The Surety shall not be liable under this bond to the Obligees, or any of them, unless the said Obligees, or any of them, shall make payment to the Principal strictly in accordance with the term of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.
- 2) The Principal and the Surety hereunder shall not be liable to any one or to all of the Obligees in the aggregate in excess of the penal sum stated above.

Signed, sealed and dated this 30th day of June, 19 99.

Gibson & Associates, Inc.

(Principal)

BY: Patricia M. Gibson

Consented To:

Town of Addison

(Original Obligee(s))

FEDERAL INSURANCE COMPANY

BY: _____

BY: Carla J. Ball
Carla J. Ball Attorney-in-Fact

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 **Carla J. Ball, Kelly A. Knisel, Jerry P. Rose, Don E. Cornell, Robbi Morales, Janice G. Correy and Kathleen Day** 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 4th day of May, 1999


Kenneth C. Wendel, Assistant Secretary


Gerardo G. Mauriz, Vice President


STATE OF NEW JERSEY }
County of Somerset } ss.

On this 4th day of May, 1999, 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 Gerardo G. Mauriz, and knows him to be Vice President of said Companies; and that the signature of Gerardo G. Mauriz, subscribed to said Power of Attorney is in the genuine handwriting of Gerardo G. Mauriz, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



JOANNE K. RUSSAK
Notary Public, State of New Jersey
No. 2214808
Commission Expires June 17, 2003


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 30th day of June, 1999




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) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

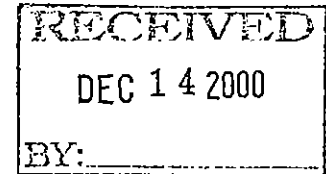
11210 Ryliecrest
P.O. Box 800579
Balch Springs, Texas
75180-0579
972/557-1199
FAX 972/557-1552

COPY



December 14, 2000

Mr. Mike Robbins
c/o Post Properties
15720 Quorum Dr.
Addison, Texas 75001



RE: Addison Circle Phase II B – Paving

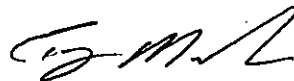
Dear Sir:

Enclosed please find our monthly pay request number eleven and final for the above referenced project. We have also included a final affidavit of bills paid and our Consent of Surety to Final Payment.

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

Very truly yours,

GIBSON & ASSOCIATES, INC.


Trey Meador
Contracts Administrator

Job Description: Addison Circle - Paving
99-675

Estimate No.: 11 & Final

Client: Town of Addison

Contract Amount: \$339,055.63

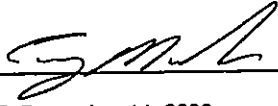
Estimate Period: October 26, 2000

To November 30, 2000

Page 1 of 1

Payable To: Gibson & Associates, Inc.
11210 Rylicrest Drive
Balch Springs, Texas 75180

Item	Description	Unit	Contract Quantity	Quantity This Month	Quantity To Date	Unit Price	Total
Schedule I Paving							
101	Mobilization	LS	1		1	\$25,475.00	\$25,475.00
102	Supt	LS	1		1	\$23,100.00	\$23,100.00
103	Full Depth Sawcut Existing Concrete	LF	84		84	\$2.50	\$210.00
104	Rem & Disp Exist. Conc Pave Incl Curb	SY	459		459	\$16.50	\$7,573.50
105	Compact 8" Flex Base Ty A Grade 2	CY	56		54	\$40.00	\$2,160.00
106	Furn & Place Grasscrete Pave	SF	2248		2036	\$2.74	\$5,578.64
107	Compact 6" Lime Stab	SY	4250		4160	\$5.20	\$21,632.00
108	Hydrated Lime	TON	58.3		67.87	\$126.50	\$8,585.56
109	6" 650# Flex Conc Paving	SY	3842		3574.5	\$28.80	\$102,945.60
110	6" 650# Flex Conc Drop Slab	SY	566		587.46	\$33.30	\$19,562.42
111	6" 650# Flex Int Conc Curb	LF	1787		1926	\$3.75	\$7,222.50
112	6" 650# Flex Conc Dr. Pave w/wo Drop Slab	SY	40		108.6	\$35.00	\$3,801.00
113	Reinf Conc St Header	LF	74		72.5	\$6.00	\$435.00
114	Const Longitudinal Butt Joint	LF	67		128.5	\$5.00	\$642.50
115	Acme Vehicular Brick Paver Matl	SF	4493		5543	\$3.70	\$20,509.10
116	Bedding Matl and Installation of Pavers	SF	4493		5379.6	\$2.86	\$15,385.66
117	24" Wide Thermoplastic Stop Line	LF	24		24	\$27.50	\$660.00
118	St & Traff Ctrl Signs	EA	25		25	\$423.50	\$10,587.50
119	St Name Sign & Mount Hdwr	EA	4		4	\$390.50	\$1,562.00
120	Unistrut Telespar St Sign Post	EA	15		13	\$434.50	\$5,648.50
121	St Barricades	LF	40		40	\$22.00	\$880.00
122	Rem Existing St Barricades & Posts	LF	65		65	\$11.00	\$715.00
123	Barricades, Signs & Traff Ctrl	LS	1		1	\$7,000.00	\$7,000.00
124	Unclass St Excavation	CY	3313		3435	\$13.09	\$44,964.15
Add	3" Black Sign Posts	EA			2	\$520.00	\$1,040.00
Add	Steps	EA			2	\$100.00	\$200.00
Add	Labor for Subgrade at Firelane	HR			20	\$25.00	\$500.00
Add	Tractor and Operator for Subgrade at Firelane	HR			8	\$60.00	\$480.00

JOB: 99-675	TOTAL WORK DONE	\$339,055.63
APPROVED:	RETAINED	
GIBSON & ASSOCIATES, INC.	AMOUNT PAYABLE	\$339,055.63
BY 	PREVIOUS PAYMENTS	\$316,066.23
DATE: December 14, 2000	AMOUNT DUE THIS ESTIMATE	\$22,989.40

O.K. M. P. 12/20/00

DESCRIPTION OF CHANGES:

THIS CHANGE ORDER INVOLVES THE FOLLOWING ITEMS:

- 1) Addition of 3" Steel Stop Sign Poles w/ Breakaway Mount
- 2) Addition of Steps at the Fire Lane
- 3) Additional Grading at Fire Lane-Equipment & Operator
- 4) Additional Grading at Fire Lane-Labor
- 5) Reconciliation of Actual Installed Quantities

COPY

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "A" (PAVING) - SCHEDULE "T"							
125	Addition of 3" Steel Stop Sign Poles w/ Breakaway Mount	EA	0.00	2.00	2.00	\$520.00	\$1,040.00
105	Compact 8" Flex Base Ty "A" - Grade "2"	CY	56.00	54.00	(2.00)	\$40.00	(\$80.00)
106	Furnish & Place Grasscrete Pavers	SF	2248.00	2036.00	(212.00)	\$2.74	(\$580.88)
107	Compact 6" Lime Stabilization	SY	4250.00	4160.00	(90.00)	\$5.20	(\$468.00)
108	Hydrated Lime	TON	58.30	67.87	9.57	\$126.50	\$1,210.61
109	6" 650# Flex Concrete Pavement	SY	3842.00	3574.50	(267.50)	\$28.80	(\$7,704.00)
110	6" 650# Flex Concrete Drop Slab	SY	566.00	587.46	21.46	\$33.30	\$714.62
111	6" 650# Flex Intregal Concrete Curb	LF	1787.00	1926.00	139.00	\$3.75	\$521.25
112	6" 650# Flex Concrete Drive Pmnt. w/wo Drop Slab	SY	40.00	108.60	68.60	\$35.00	\$2,401.00
113	Reinforced Concrete Street Header	LF	74.00	72.50	(1.50)	\$6.00	(\$9.00)
114	Constr. Longitudinal Butt Joint	LF	67.00	128.50	61.50	\$5.00	\$307.50
115	Acme Vehicular Brick Paver Material	SF	4493.00	5543.00	1,050.00	\$3.70	\$3,885.00
116	Bedding Material & Installation of Pavers	SF	4493.00	5379.60	886.60	\$2.86	\$2,535.68
120	Unistrut Telespar Street Sign Post	EA	15.00	13.00	(2.00)	\$434.50	(\$869.00)
124	Unclassified Street Excavation	CY	3313.00	3435.00	122.00	\$13.09	\$1,596.98
126	Addition of Steps at the Fire Lane	EA	0.00	2.00	2.00	\$100.00	\$200.00
127	Additional Grading at Fire Lane-Equipment & Operator	HR	0.00	8.00	8.00	\$60.00	\$480.00
128	Additional Grading at Fire Lane-Labor	HR	0.00	20.00	20.00	\$25.00	\$500.00
BID PACKAGE "A" (PAVING) - SCHEDULE "T" SUBTOTAL:							\$5,681.75

NET CHANGE BY CHANGE ORDER NO.1	\$5,681.75
ORIGINAL CONTRACT AMOUNT	\$333,373.87
PREVIOUS CHANGE ORDERS	\$0.00
REVISED CONTRACT AMOUNT	\$339,055.62

EFFECT OF CHANGE ON CONTRACT TIME

THE WORK REQUIRED UNDER THIS CHANGE ORDER WILL ADD 0 DAYS TO THIS PROJECT:

ORIGINAL CONTRACT TIME	360 C.D.
ADDITIONAL DAYS FOR THIS CHANGE ORDER	0 C.D.
ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER	0 C.D.
REVISED CONTRACT TIME	360 C.D.

JOB NUMBER: 143901 / CHANGE ORDER NO. 1

OWNER: TOWN OF ADDISON

CONTRACTOR: GIBSON & ASSOCIATES, INC.

DATE: 12/05/00

THE COMPENSATION AGREED UPON IN THIS CHANGE ORDER ARE FOR ALL COSTS THE CONTRACTOR MAY INCUR AS A RESULT OF, OR RELATING TO THIS CHANGE ORDER WHETHER SAID COSTS ARE KNOWN, UNKNOWN, FORESEEN, UNFORESEEN AT THIS TIME, INCLUDING WITHOUT LIMITATION, ANY COST FOR DELAY, EXTENDED OVERHEAD, RIPPLE OR IMPACT COST, OR ANY OTHER EFFECT ON CHANGED OR UNCHANGED WORK AS A RESULT OF THIS CHANGE ORDER. THESE COMPENSATIONS ARE FOR FULLY COMPLETE AND IN-PLACE CONSTRUCTION. ACTUAL IN PLACE QUANTITIES WILL BE USED FOR FINAL PAYMENT.

APPROVED BY
TOWN OF ADDISON

RON WHITEHEAD, CITY MANAGER

DATE

APPROVED BY
GIBSON & ASSOCIATES, INC.

Jeff Gibson

JEFF GIBSON, PROJECT MANAGER

12-11-00

DATE

APPROVED BY
POST APARTMENT HOMES, L.P.

David Montoya

DAVID MONTOYA, PROJECT MANAGER

01-02-01

DATE

APPROVED BY
HUITT-ZOLLARS

DAVID E. MEYERS, P.E.

DATE

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER: Town of Addison and Gaylord
 (Name and address) Properties, Inc. and Post
 Properties, Inc.
 P. O. Box 9010
 Addison, TX 75001

ARCHITECT'S PROJECT NO.:
 Public
 CONTRACT FOR: Infrastructure Streetscape

PROJECT: Addison Circle Phase II-B
 (Name and address) Addison, TX

CONTRACT DATED:

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

Federal Insurance Company
 1445 Ross Ave., #4200
 Dallas, TX 75202

, SURETY,

on bond of Gibson & Associates, Inc.
 (Insert name and address of Contractor) 11210 Ryliecrest, Balch Springs, TX 75180

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
 (Insert name and address of Owner) Town of Addison and Gaylord Properties, Inc. and Post Properties, Inc.
 P. O. Box 9010
 Addison, TX 75001

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 14, 2000
 (Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
 (Surety)

Robbi Morales
 (Signature of authorized representative)

Attest: *Michael Bennett*
 (Seal):

Robbi Morales, Attorney-in-fact
 (Printed name and title)

AIA CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



**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 **Carla J. Ball, Jim Baughman, Kelly A. Knisel, Jerry P. Rose, Don E. Cornell, Robbi Morales, Sheila M. Young, Kathleen Day and Lisa M. Bonnot** 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 18th day of August, 2000


Kenneth C. Wendel, Assistant Secretary


Frank E. Robertson, Vice President

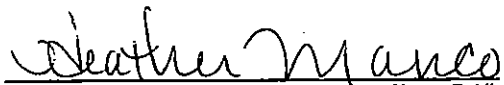
STATE OF NEW JERSEY }
County of Somerset } ss.

On this 18th day of August, 2000, 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



HEATHER MANCO
Notary Public, State of New Jersey
No. 2229695
Commission Expires Sept. 24, 2004


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 14th day of December, 2000




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) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

FINAL AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF DALLAS

A.J. Johnston of Gibson & Associates, Inc., being duly sworn, says that he is the Executive Vice President of Gibson & Associates, Inc., (herein referred to as the "Contractor") and is familiar with the facts herein stated.

That said Contractor performed work and labor and/or furnished material for use in the construction of:

Addison Circle Phase II B - Streetscape

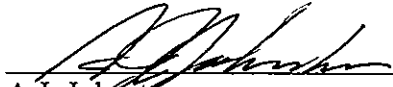
And owned by:

Post Properties, Inc. / Town of Addison

That said Contractor hereby certified that he had paid or had otherwise satisfied all obligations for all materials and equipment furnished for all work, labor, and services performed and for all indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above.


CONTRACTOR: **GIBSON & ASSOCIATES, INC.**

BY:



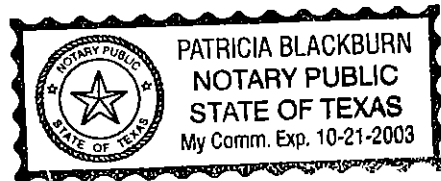
A.J. Johnston
Executive Vice President

SWORN TO ME BEFORE and subscribed in my presence this 14th day of December, 2000.



Notary Public in and for Dallas County, Texas

My Commission Expires: 10-21-03



SECTION MB
MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That Gibson & Associates, Inc. as principal and Federal Insurance Company
_____, a corporation organized under the laws of Indiana and *****

_____ 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 Six Hundred Twenty Seven Thousand Eight Hundred Ninety Three and 54/100

_____ (\$ 627,893.54) 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

Addison Circle Phase II-B Public Infrastructure Streetscape

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 Gibson & Associates, Inc. has caused these presents to be executed by _____ and the said _____ has hereunto set his hand this the 30th day of June, 19 99

SURETY

Federal Insurance Company

By: Carla J. Ball
Attorney in Fact
Carla J. Ball

PRINCIPAL

Gibson & Associates, Inc.

By: Patricia M. Gibson

ATTEST

By: Lisa P. Bennett
Surety Witness

[Signature]
Asst Secretary

Aon Risk Services of Texas, Inc.

2711 N. Haskell Avenue #800, Dallas, TX 75204
Agency and Address

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

RIDER

To be attached to and form a part of Bond No. 8155-93-90 naming Gibson & Associates, Inc.

Gibson & Associates, Inc. as Principal, and Federal Insurance Company,

as Surety, in favor of Town of Addison

as Obligee, in the amount of \$ 627,893.54 effective June 30, 1999

for the construction of Addison Circle Phase II-B Public Infrastructure Streetscape

Whereas, when this bond was executed Town of Addison was named as Obligee, and

Whereas, it is now desired that certain other parties be added as Obligees.

Now, therefore, Subject to the Consent of Town of Addison, it is (Original Obligee)

hereby understood and agreed that the following shall be considered as additional Obligee(s) under this bond: Gaylord Properties, Inc. and Post Properties, Inc.

The foregoing, however, is subject to the following further provisions:

- 1) The Surety shall not be liable under this bond to the Obligees, or any of them, unless the said Obligees, or any of them, shall make payment to the Principal strictly in accordance with the term of said contract as to payments, and shall perform all the other obligations to be performed under said contract at the time and in the manner therein set forth.
- 2) The Principal and the Surety hereunder shall not be liable to any one or to all of the Obligees in the aggregate in excess of the penal sum stated above.

Signed, sealed and dated this 30th day of June, 19 99

Gibson & Associates, Inc.
(Principal)

BY: Patricia J. Fries

Consented To:

Town of Addison
(Original Obligee(s))

FEDERAL INSURANCE COMPANY

BY: _____

BY: Carla J. Ball
Carla J. Ball Attorney-in-Fact

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 **Carla J. Ball, Kelly A. Knisel, Jerry P. Rose, Don E. Cornell, Robbi Morales, Janice G. Correy and Kathleen Day** 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 4th day of May, 1999



Kenneth C. Wendel, Assistant Secretary



Gerardo G. Mauriz, Vice President

STATE OF NEW JERSEY } ss.
County of Somerset

On this 4th day of May, 1999, 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 **Gerardo G. Mauriz**, and knows him to be Vice President of said Companies; and that the signature of **Gerardo G. Mauriz**, subscribed to said Power of Attorney is in the genuine handwriting of **Gerardo G. Mauriz**, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



JOANNE K. RUSSAK
Notary Public, State of New Jersey
No. 2214808
Commission Expires June 17, 2003



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 30th day of June, 1999





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) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

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

COPY



December 14, 2000

Mr. Mike Robbins
c/o Post Properties
15720 Quorum Dr.
Addison, Texas 75001

RE: Addison Circle Phase II B -- Streetscape

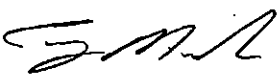
Dear Sir:

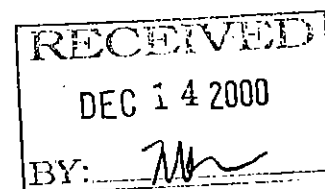
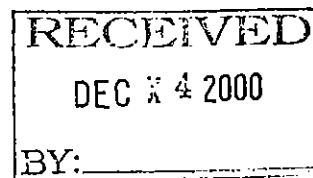
Enclosed please find our monthly pay request number fourteen and final for the above referenced project. We have also included a final affidavit of bills paid and our Consent of Surety to Final Payment.

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

Very truly yours,

GIBSON & ASSOCIATES, INC.


Trey Meador
Contracts Administrator



Job Description: Addison Circle - Streetscape
99-676

Estimate No.: 14 & Final

Client: Town of Addison

Contract Amount: \$618,421.19

Estimate Period: October 23, 2000

To:

Page 1 of 2

Payable To: Gibson & Associates, Inc.
11210 Ryliecrest Drive
Balch Springs, Texas 75180

Item	Description	Unit	Contract Quantity	Quantity This Month	Quantity To Date	Unit Price	Total
Schedule I Streetscape							
201	Irrigation System	LS	1		1	\$27,500.00	\$27,500.00
202	Tree Fence	LF	1684		1260	\$20.00	\$25,200.00
203	4" PVC Sch 40 Subdrain System	LF	1715		1640	\$18.70	\$30,668.00
204	Bench B 5' Std Black Bowery Bench	EA	21		21	\$970.00	\$20,370.00
205	Bench C 6' Glossy Black Expo Bench	EA	3		3	\$1,500.00	\$4,500.00
206	Trash Receptacle B	EA	15		15	\$1,100.00	\$16,500.00
207	Bike Rack	EA	13		13	\$130.00	\$1,690.00
208	Bald Cypress 200 Gal	EA	26		26	\$1,540.00	\$40,040.00
209	Live Oak 100 Gal	EA	38		27	\$1,135.00	\$30,645.00
210	Houtuynia Cordata 4"	EA	204		144	\$2.20	\$316.80
211	Palmer's 5 Gal	EA	36		32	\$22.00	\$704.00
212	Dwarf Yaupon Holly 1 Gal	EA	1224		1224	\$4.40	\$5,385.60
213	Blue Plumbago 4"	EA	232		216	\$1.65	\$356.40
214	Dallas Rosemary 3 Gal	EA	34		24	\$18.70	\$448.80
215	Yarrow Coronation Gold 1 Gal	EA	18		16	\$5.50	\$88.00
216	Turk's Cap 1 Gal	EA	18		12	\$5.50	\$66.00
217	Rose Marie Pavie 2 Gal	EA	36		32	\$17.60	\$563.20
218	Iris Modonna 1 Gal	EA	204		120	\$5.50	\$660.00
219	Bearded Iris Italian 1 Gal	EA	222		146	\$5.50	\$803.00
220	Iris Golden Cataract 1 Gal	EA	324		210	\$5.50	\$1,155.00
221	Daffodil Feb Gold 1 Gal	EA	432		352	\$6.60	\$2,323.20
222	Daffodil Grand Primo 1 Gal	EA	204		144	\$6.60	\$950.40
223	Daffodil Trevithian 1 Gal	EA	240		114	\$6.60	\$752.40
224	Hypericum Pagulum Hentyi	EA	44		44	\$18.70	\$822.80
225	Bleeding Heart 1 Gal	EA	72		64	\$6.60	\$422.40
226	Hyperion Daylily 1 Gal	EA	18		12	\$6.60	\$79.20
227	Bermuda Hydroseed	SF	15200		8500	\$0.11	\$935.00
228	Mobilization	LS	1		1	\$33,100.00	\$33,100.00
229	Supt	LS	1		1	\$38,150.00	\$38,150.00
230	4" 3000# Compressive Conc SW	SF	420		420	\$3.30	\$1,386.00
231	4" 3000# Compressive Conc Subbase SW	SF	25693		27848	\$3.30	\$91,898.40
232	6" 3000# Conc Subbase SW	SF	192		222	\$4.30	\$954.60
233	Glen Gary Ped Brick Paver Matl.	SF	25214		27905.3	\$2.11	\$58,880.18
234	Bedding Matl & Place Ped Brick Pavers	SF	25214		23405.3	\$0.95	\$22,235.04
235	Bedding Matl & Reset Ped Brick Pavers	SF	2221			\$1.20	
236	Unclass SW Excavation	CY	548		718	\$35.00	\$25,130.00
237	Rem & Salv Exist Ped Brick Pavers	SF	2221		3149	\$1.09	\$3,432.41
238	4-6" Vari 3000# Reinf Conc SW	SF	1550		471	\$4.00	\$1,884.00
239	Bermuda Solid Sod	SF	2248		2036	\$0.31	\$631.16
240	Barricades, Signs, & Traffic Control	LS	1		1	\$1,560.00	\$1,560.00

Job Description: Addison Circle - Streetscape
99-676

Estimate No.: 14 & Final

Client: Town of Addison

Contract Amount: \$618,421.19

Estimate Period: October 23, 2000

To:

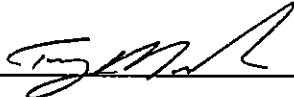
Page 2 of 2

Payable To: Gibson & Associates, Inc.
11210 Ryliecrest Drive
Balch Springs, Texas 75180

Item	Description	Unit	Contract Quantity	Quantity This Month	Quantity To Date	Unit Price	Total
601	Meter Socket Base	EA	1		1	\$93.50	\$93.50
602	Unistrut Frm For Meter	EA	1		1	\$474.65	\$474.65
603	Serv Ground	EA	1		1	\$82.50	\$82.50
604	Panelbrd W/ Breakers	EA	1		1	\$1,804.00	\$1,804.00
605	Enclose & Contractors	EA	1		1	\$375.10	\$375.10
606	7 Day Time Clock & Connects	EA	1		1	\$164.45	\$164.45
607	Photo Cell & Connects	EA	1		1	\$57.20	\$57.20
608	2" GRC Elbows	EA	60		61	\$37.40	\$2,281.40
609	2" PVC Sch 40 St Light Conduit	LF	2350		2330	\$2.18	\$5,079.40
610	High Compressive Taps	EA	81		60	\$20.13	\$1,207.80
611	Conductor #10 AWG	LF	900		20	\$0.34	\$6.80
612	Conductor #08 AWG	LF	13500		13900	\$0.42	\$5,838.00
613	Conductor #06 AWG	LF	80			\$0.72	
614	Conductor #02 AWG	LF	120		80	\$1.08	\$86.40
615	St Light Pull Box	EA	3		5	\$191.40	\$957.00
616	Ped Street Light Foundation	EA	24		24	\$602.80	\$14,467.20
617	Bega Pole W/SGL Luminaire	EA	20		16	\$2,729.10	\$43,665.60
618	Bega Pole W/DBL Luminaire	EA	4		4	\$3,897.30	\$15,589.20
Add	Concrete Sidewalk Removals	SF	1759		1759	\$3.90	\$6,860.10
Add	Additional Irrigation Modifications	LS	1		1	\$2,140.00	\$2,140.00
Add	Irrigation Sleeve Modifications	LS	1		1	\$175.00	\$175.00
Add	Paver & Concrete Removal & Repl on North Side of Bldg A for Private Irrigation Repair	LS	1		1	\$550.00	\$550.00
Add	ADA Pavers @ Barrier Free Ramps	SF			350	\$9.25	\$3,237.50
Deduct	Irrigation for Tree Wells	LS		1	1	(\$4,000.00)	(\$4,000.00)
Add	Furnish and Delivery of Live Oak Trees	LS		10	10	\$802.50	\$8,025.00
Add	Furnish and Deliver 4 Light Poles w/Lum	LS		1	1	\$9,482.40	\$9,482.40
Add	Delivery of 11 Tree Fences	LS		1	1	\$5,544.00	\$5,544.00
Add	Delivery of 4500 SF of Pavers	LS		1	1	\$990.00	\$990.00

JOB: 99-676
APPROVED:

GIBSON & ASSOCIATES, INC.

BY 

DATE: December 14, 2000

M. P. Pablin
12/20/00

TOTAL WORK DONE	\$618,421.19
RETAINED	
AMOUNT PAYABLE	\$618,421.19
PREVIOUS PAYMENTS	\$573,862.60
AMOUNT DUE THIS ESTIMATE	\$44,558.59

DESCRIPTION OF CHANGES:

THIS CHANGE ORDER INVOLVES THE FOLLOWING ITEMS:

- 1) Deletion of Item 209-Live Oak-200 Gal.
- 2) Addition of Item 209A-Live Oak-100 Gallon
- 3) Additional Concrete Sidewalk Removals West Side Paschall
- 4) Irrigation Modifications at Conference Center
- 5) Irr. Sleeve Modifications at Tree Removal Area West Side Paschall
- 6) Rem. & Repl. Conc./Pavers North Side "A"
- 7) Install ADA Pavers @ Barrier Free Ramps
- 8) Delete Tree Well Irrigation South Side Morris Ave.
- 9) Furnish & Delivery of Live Oak Trees (10 Ea.)
- 10) Furnish & Deliver Four (4) Bega Poles w/ Single Luminaire
- 11) Delivery of Eleven (11) Tree Fences
- 12) Delivery of 4500 SF of Glen Gary Pedestrian Pavers
- 13) Reconciliation of Actual Installed Quantities

COPY

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "II"							
202	Tree Fence	LF	1,684.00	1,260.00	(424.00)	\$20.00	(\$8,480.00)
203	4" PVC Sch. 40 Subdrain System	LF	1,715.00	1,640.00	(75.00)	\$18.70	(\$1,402.50)
209	Live Oak 200 Gallon	EA	38.00	0.00	(38.00)	\$1,540.00	(\$58,520.00)
209A	Live Oak 100 Gallon	EA	0.00	27.00	27.00	\$1,135.00	\$30,645.00
210	Houtuyinia Cordata 4"	EA	204.00	144.00	(60.00)	\$2.20	(\$132.00)
211	Palmera 5 Gallon	EA	36.00	32.00	(4.00)	\$22.00	(\$88.00)
213	Blue Plumbago 4"	EA	232.00	216.00	(16.00)	\$1.65	(\$26.40)
214	Dallas Rosemary 3 Gallon	EA	34.00	24.00	(10.00)	\$18.70	(\$187.00)
215	Yarrow Coronation Gold 1 Gallon	EA	18.00	16.00	(2.00)	\$5.50	(\$11.00)
216	Turk's Cap 1 Gallon	EA	18.00	12.00	(6.00)	\$5.50	(\$33.00)
217	Rose Marie Pavie 2 Gallon	EA	36.00	32.00	(4.00)	\$17.60	(\$70.40)
218	Iris Modonna 1 Gallon	EA	204.00	120.00	(84.00)	\$5.50	(\$462.00)
219	Bearded Iris Italian 1 Gallon	EA	222.00	146.00	(76.00)	\$5.50	(\$418.00)
220	Iris Golden Cataract 1 Gallon	EA	324.00	210.00	(114.00)	\$5.50	(\$627.00)
221	Daffodil Feb Gold 1 Gallon	EA	432.00	352.00	(80.00)	\$6.60	(\$528.00)
222	Daffodil Grand Primo 1 Gallon	EA	204.00	144.00	(60.00)	\$6.60	(\$396.00)
223	Daffodil Trevithian 1 Gallon	EA	240.00	114.00	(126.00)	\$6.60	(\$831.60)
225	Bleeding Heart 1 Gallon	EA	72.00	64.00	(8.00)	\$6.60	(\$52.80)
226	Hyperion Daylilly 1 Gallon	EA	18.00	12.00	(6.00)	\$6.60	(\$39.60)
227	Bermuda Hydroseed	SF	15,200.00	8,500.00	(6,700.00)	\$0.11	(\$737.00)
231	4" 3000# Compressive Conc. SubBase Sidewalk	SF	25,693.00	27,848.00	2,155.00	\$3.30	\$7,111.50
232	6" 3000# Conc. SubBase Sidewalk	SF	192.00	222.00	30.00	\$4.30	\$129.00
233	Glen Gary Pedestrian Brick Paver Material	SF	25,214.00	27,905.30	2,691.30	\$2.11	\$5,678.64
234	Bedding Material & Place Pedestrian Brick Pavers	SF	25,214.00	23,405.30	(1,808.70)	\$0.95	(\$1,718.27)
235	Bedding Material & Reset Pedestrian Brick Pavers	SF	2,221.00	0.00	(2,221.00)	\$1.20	(\$2,665.20)
236	Unclassified Sidewalk Excavation	CY	548.00	718.00	170.00	\$35.00	\$5,950.00
237	Remove & Salvage Existing Pedestrian Brick Pavers	SF	2,221.00	3,149.00	928.00	\$1.09	\$1,011.52
238	4"-6" Variable 3000# Reinforced Concrete Sidewalk	SF	1,550.00	471.00	(1,079.00)	\$4.00	(\$4,316.00)
239	Bermuda Solid Sod	SF	2,248.00	2,036.00	(212.00)	\$0.31	(\$65.72)
241	Additional Concrete Sidewalk Removals	SF	0.00	1,759.00	1,759.00	\$3.90	\$6,860.10
242	Irrigation Modifications	LS	0.00	1.00	1.00	\$2,140.00	\$2,140.00
243	Irrigation Sleeve Modifications	LS	0.00	1.00	1.00	\$175.00	\$175.00
244	Rem. & Repl. Conc./Pavers North Side "A"	LS	0.00	1.00	1.00	\$550.00	\$550.00
245	Install ADA Pavers @ Barrier Free Ramps	SF	0.00	350.00	350.00	\$9.25	\$3,237.50
246	Delete Tree Well Irrigation South Side Morris Ave.	LS	0.00	1.00	1.00	(\$4,000.00)	(\$4,000.00)
247	Furnish & Delivery of Live Oak Trees	LS	0.00	10.00	10.00	\$802.50	\$8,025.00
248	Furnish & Deliver Four (4) Bega Poles w/ Single Luminaire	LS	0.00	1.00	1.00	\$9,482.40	\$9,482.40
249	Delivery of Eleven (11) Tree Fences	LS	0.00	1.00	1.00	\$5,544.00	\$5,544.00
250	Delivery of 4500 SF of Glen Gary Pedestrian Pavers	LS	0.00	1.00	1.00	\$990.00	\$990.00
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "II" SUBTOTAL:							\$1,722.18

PROJECT: ADDISON CIRCLE PHASE II-B - PUBLIC INFRASTRUCTURE - BID PACKAGE "B" (STREETSCAPE)
 JOB NUMBER: 143901 / CHANGE ORDER NO. 1 & FINAL
 OWNER: TOWN OF ADDISON
 CONTRACTOR: GIBSON & ASSOCIATES, INC.
 DATE: 12/19/00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "VI"							
608	2" GRC Elbows	EA	60.00	61.00	1.00	\$37.40	\$37.40
609	2" PVC SCH 40 Street Light Conduit	LF	2,350.00	2,330.00	(20.00)	\$2.18	(\$43.60)
610	High Compression Taps	EA	81.00	60.00	(21.00)	\$20.13	(\$422.73)
611	Conductor #10 AWG	EA	900.00	20.00	(880.00)	\$0.34	(\$299.20)
612	Conductor #08 AWG	EA	13,500.00	13,900.00	400.00	\$0.42	\$168.00
613	Conductor #06 AWG	EA	80.00	0.00	(80.00)	\$0.72	(\$57.60)
614	Conductor #02 AWG	EA	120.00	80.00	(40.00)	\$1.08	(\$43.20)
615	Street Light Pull Box	EA	3.00	5.00	2.00	\$191.40	\$382.80
617	Bega Pole w/ Single Luminaire	EA	20.00	16.00	(4.00)	\$2,729.10	(\$10,916.40)
BID PACKAGE "B" (STREETSCAPE) - SCHEDULE "VI" SUBTOTAL:							(11,194.53)

NET CHANGE BY CHANGE ORDER NO.1 (\$9,472.35)
 ORIGINAL CONTRACT AMOUNT \$627,893.54
 PREVIOUS CHANGE ORDERS \$0.00
 REVISED CONTRACT AMOUNT \$618,421.19

EFFECT OF CHANGE ON CONTRACT TIME
 THE WORK REQUIRED UNDER THIS CHANGE ORDER WILL ADD 0 DAYS TO THIS PROJECT:
 ORIGINAL CONTRACT TIME 360 C.D.
 ADDITIONAL DAYS FOR THIS CHANGE ORDER 0 C.D.
 ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER 0 C.D.
 REVISED CONTRACT TIME 360 C.D.

THE COMPENSATION AGREED UPON IN THIS CHANGE ORDER ARE FOR ALL COSTS THE CONTRACTOR MAY INCUR AS A RESULT OF, OR RELATING TO THIS CHANGE ORDER WHETHER SAID COSTS ARE KNOWN, UNKNOWN, FORESEEN, UNFORESEEN AT THIS TIME, INCLUDING WITHOUT LIMITATION, ANY COST FOR DELAY, EXTENDED OVERHEAD, RIPPLE OR IMPACT COST, OR ANY OTHER EFFECT ON CHANGED OR UNCHANGED WORK AS A RESULT OF THIS CHANGE ORDER. THESE COMPENSATIONS ARE FOR FULLY COMPLETE AND IN-PLACE CONSTRUCTION. ACTUAL IN PLACE QUANTITIES WILL BE USED FOR FINAL PAYMENT.

APPROVED BY
 TOWN OF ADDISON

 RON WHITEHEAD, CITY MANAGER

DATE

APPROVED BY
 POST APARTMENT HOMES, L.P.

 DAVID MONTOYA, PROJECT MANAGER

01-02-01
 DATE

APPROVED BY
 GIBSON & ASSOCIATES, INC.

 JEFF GIBSON, PROJECT MANAGER

12/22/00
 DATE

APPROVED BY
 HUITT-ZOLLARS

 DAVID E. MEYERS, P.E.

DATE

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

11210 Ryticrest
P.O. Box 800570
Balch Springs, Texas
75180-0570
972/557-1199
FAX 972/557-1552



RECEIVED
NOV 08 2000
BY: *JM*

November 6, 2000

Mr. Mike Robbins
Post Properties
15720 Quorum Dr.
Addison, Texas 75001

RE: Addison Circle Phase II-B - Streetscape

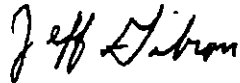
Dear Sir:

This correspondence shall serve as our guarantee that the planting of the Daffodil Bulbs will occur most likely around December 1, 2000, depending on availability and temperature. Bulbs will be planted instead of the one gallon containers called for in Items 221, 222, and 223.

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

Very truly yours,

GIBSON & ASSOCIATES, INC.



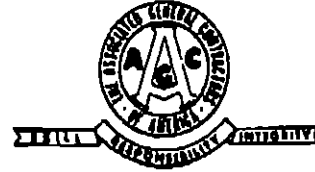
Jeff Gibson
Project Engineer

Cc Mr. Ron Lee
Town of Addison

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

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



RECEIVED
NOV 08 2000
BY: *[Signature]*

November 6, 2000

Mr. Mike Robbins
Post Properties
15720 Quorum Dr.
Addison, Texas 75001

RE: Addison Circle Phase II-B - Streetscape

Dear Sir:

Per your request, following please find our proposed schedule of compensation for materials not used on the above referenced project due to the deletion of work on the South side of Morris:

Item 201 Irrigation	Contract Price:	\$ 77,500.00/LS
		<u>000.00/LS</u> >
		500.00/LS
<i>Mike,</i>		
<i>These are copies of some of the paperwork from Mike Robbins (Past)</i>		20.00/LF
<i>He is working on getting signatures etc. on other papers.</i>		160.00/EA
<i>Also, be suggested you get with Mark Brandenburg re: median</i>		56.00/EA>
<i>+ Quorum drive cleanup.</i>		44.00/LS
<i>Questions? He is talk.</i>		35.00/EA
<i>DLW</i>		32.50/EA>
	less installation	\$ 8,827.50/LS



Item 617 Bega Pole w/ Single Luminaire

Contract Price:	\$ 2,729.10/EA
Deduct Installation:	<\$ 386.00/EA>
New price per pole:	\$ 2,343.10/EA
Add Delivery:	\$ 110.00/LS
Proposed Price for delivery of 4 poles w/ luminaries less installation:	\$ 9,482.40/LS

I apologize for the delay in getting you this information. The brick pavers will be billed at the contract price for Item 233 Glen-Gery Pedestrian Brick Paver Material and are already in the Post job site yard. Should you wish to have these delivered to another location please notify me and I will submit a price.

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

Very truly yours,

GIBSON & ASSOCIATES, INC.

Jeff Gibson

Jeff Gibson
Project Engineer

PAVER DELIVERY
TO STORAGE FACILITY
ON JULIAN - \$ 990.00
L.S.

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

11210 Rylkecrest
P.O. Box 800579
Balch Springs, Texas
75180-0579
972/557-1188
FAX 972/557-1552



RECEIVED
NOV 08 2000
BY: *JM*

November 6, 2000

Mr. Mike Robbins
Post Properties
15720 Quorum Dr.
Addison, Texas 75001

RE: Addison Circle Phase II-B - Streetscape

Dear Sir:

This correspondence shall serve as our guarantee that the planting of the Daffodil Bulbs will occur most likely around December 1, 2000, depending on availability and temperature. Bulbs will be planted instead of the one gallon containers called for in Items 221, 222, and 223.

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

Very truly yours,

GIBSON & ASSOCIATES, INC.

Jeff Gibson
Project Engineer

Cc Mr. Ron Lee
Town of Addison

GIBSON & ASSOCIATES, INC.

Engineers and Contractors

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



December 14, 2000

Mr. Mike Robbins
c/o Post Properties
15720 Quorum Dr.
Addison, Texas 75001

RE: Addison Circle Phase II B – Streetscape

Dear Sir:

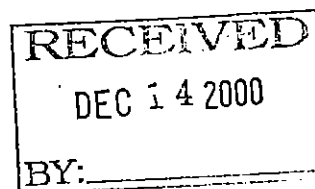
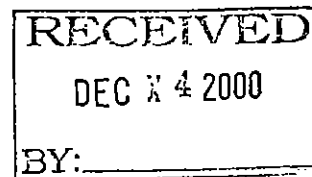
Enclosed please find our monthly pay request number fourteen and final for the above referenced project. We have also included a final affidavit of bills paid and our Consent of Surety to Final Payment.

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

Very truly yours,

GIBSON & ASSOCIATES, INC.

Trey Meador
Contracts Administrator



Job Description: Addison Circle - Streetscape
99-676

Estimate No.: 14 & Final

Client: Town of Addison

Contract Amount: \$618,421.19

Estimate Period: October 23, 2000

To:

Page 1 of 2

Payable To: Gibson & Associates, Inc.
11210 Ryliecrest Drive
Balch Springs, Texas 75180

Item	Description	Unit	Contract Quantity	Quantity This Month	Quantity To Date	Unit Price	Total
Schedule I Streetscape							
201	Irrigation System	LS	1		1	\$27,500.00	\$27,500.00
202	Tree Fence	LF	1684		1260	\$20.00	\$25,200.00
203	4" PVC Sch 40 Subdrain System	LF	1715		1640	\$18.70	\$30,668.00
204	Bench B 5' Std Black Bowery Bench	EA	21		21	\$970.00	\$20,370.00
205	Bench C 6' Glossy Black Expo Bench	EA	3		3	\$1,500.00	\$4,500.00
206	Trash Receptacle B	EA	15		15	\$1,100.00	\$16,500.00
207	Bike Rack	EA	13		13	\$130.00	\$1,690.00
208	Bald Cypress 200 Gal	EA	26		26	\$1,540.00	\$40,040.00
209	Live Oak 100 Gal	EA	38		27	\$1,135.00	\$30,645.00
210	Houtuynia Cordata 4"	EA	204		144	\$2.20	\$316.80
211	Palmer's 5 Gal	EA	36		32	\$22.00	\$704.00
212	Dwarf Yaupon Holly 1 Gal	EA	1224		1224	\$4.40	\$5,385.60
213	Blue Plumbago 4"	EA	232		216	\$1.65	\$356.40
214	Dallas Rosemary 3 Gal	EA	34		24	\$18.70	\$448.80
215	Yarrow Coronation Gold 1 Gal	EA	18		16	\$5.50	\$88.00
216	Turk's Cap 1 Gal	EA	18		12	\$5.50	\$66.00
217	Rose Marie Pavie 2 Gal	EA	36		32	\$17.60	\$563.20
218	Iris Modonna 1 Gal	EA	204		120	\$5.50	\$660.00
219	Bearded Iris Italian 1 Gal	EA	222		146	\$5.50	\$803.00
220	Iris Golden Cataract 1 Gal	EA	324		210	\$5.50	\$1,155.00
221	Daffodil Feb Gold 1 Gal	EA	432		352	\$6.60	\$2,323.20
222	Daffodil Grand Primo 1 Gal	EA	204		144	\$6.60	\$950.40
223	Daffodil Trevithian 1 Gal	EA	240		114	\$6.60	\$752.40
224	Hypericum Pagulum Hentyi	EA	44		44	\$18.70	\$822.80
225	Bleeding Heart 1 Gal	EA	72		64	\$6.60	\$422.40
226	Hyperion Daylily 1 Gal	EA	18		12	\$6.60	\$79.20
227	Bermuda Hydroseed	SF	15200		8500	\$0.11	\$935.00
228	Mobilization	LS	1		1	\$33,100.00	\$33,100.00
229	Supt	LS	1		1	\$38,150.00	\$38,150.00
230	4" 3000# Compressive Conc SW	SF	420		420	\$3.30	\$1,386.00
231	4" 3000# Compressive Conc Subbase SW	SF	25693		27848	\$3.30	\$91,898.40
232	6" 3000# Conc Subbase SW	SF	192		222	\$4.30	\$954.60
233	Glen Gary Ped Brick Paver Matl.	SF	25214		27905.3	\$2.11	\$58,880.18
234	Bedding Matl & Place Ped Brick Pavers	SF	25214		23405.3	\$0.95	\$22,235.04
235	Bedding Matl & Reset Ped Brick Pavers	SF	2221			\$1.20	
236	Unclass SW Excavation	CY	548		718	\$35.00	\$25,130.00
237	Rem & Salv Exist Ped Brick Pavers	SF	2221		3149	\$1.09	\$3,432.41
238	4-6" Vari 3000# Reinf Conc SW	SF	1550		471	\$4.00	\$1,884.00
239	Bermuda Solid Sod	SF	2248		2036	\$0.31	\$631.16
240	Barricades, Signs, & Traffic Control	LS	1		1	\$1,560.00	\$1,560.00

Job Description: Addison Circle - Streetscape
99-676

Estimate No.: 14 & Final

Client: Town of Addison

Contract Amount: \$618,421.19

Estimate Period: October 23, 2000

To:

Page 2 of 2

Payable To: Gibson & Associates, Inc.
11210 Ryliecrest Drive
Balch Springs, Texas 75180

Item	Description	Unit	Contract Quantity	Quantity This Month	Quantity To Date	Unit Price	Total
601	Meter Socket Base	EA	1		1	\$93.50	\$93.50
602	Unistrut Frm For Meter	EA	1		1	\$474.65	\$474.65
603	Serv Ground	EA	1		1	\$82.50	\$82.50
604	Panelbrd W/ Breakers	EA	1		1	\$1,804.00	\$1,804.00
605	Enclose & Contractors	EA	1		1	\$375.10	\$375.10
606	7 Day Time Clock & Connects	EA	1		1	\$164.45	\$164.45
607	Photo Cell & Connects	EA	1		1	\$57.20	\$57.20
608	2" GRC Elbows	EA	60		61	\$37.40	\$2,281.40
609	2" PVC Sch 40 St Light Conduit	LF	2350		2330	\$2.18	\$5,079.40
610	High Compressive Taps	EA	81		60	\$20.13	\$1,207.80
611	Conductor #10 AWG	LF	900		20	\$0.34	\$6.80
612	Conductor #08 AWG	LF	13500		13900	\$0.42	\$5,838.00
613	Conductor #06 AWG	LF	80			\$0.72	
614	Conductor #02 AWG	LF	120		80	\$1.08	\$86.40
615	St Light Pull Box	EA	3		5	\$191.40	\$957.00
616	Ped Street Light Foundation	EA	24		24	\$602.80	\$14,467.20
617	Bega Pole W/SGL Luminaire	EA	20		16	\$2,729.10	\$43,665.60
618	Bega Pole W/DBL Luminaire	EA	4		4	\$3,897.30	\$15,589.20
Add	Concrete Sidewalk Removals	SF	1759		1759	\$3.90	\$6,860.10
Add	Additional Irrigation Modifications	LS	1		1	\$2,140.00	\$2,140.00
Add	Irrigation Sleeve Modifications	LS	1		1	\$175.00	\$175.00
Add	Paver & Concrete Removal & Repl on North Side of Bldg A for Private Irrigation Repair	LS	1		1	\$550.00	\$550.00
Add	ADA Pavers @ Barrier Free Ramps	SF			350	\$9.25	\$3,237.50
Deduct	Irrigation for Tree Wells	LS		1	1	(\$4,000.00)	(\$4,000.00)
Add	Furnish and Delivery of Live Oak Trees	LS		10	10	\$802.50	\$8,025.00
Add	Furnish and Deliver 4 Light Poles w/Lum	LS		1	1	\$9,482.40	\$9,482.40
Add	Delivery of 11 Tree Fences	LS		1	1	\$5,544.00	\$5,544.00
Add	Delivery of 4500 SF of Pavers	LS		1	1	\$990.00	\$990.00

JOB: 99-676

APPROVED:

GIBSON & ASSOCIATES, INC.

BY 

DATE: December 14, 2000

TOTAL WORK DONE	\$618,421.19
RETAINED	
AMOUNT PAYABLE	\$618,421.19
PREVIOUS PAYMENTS	\$573,862.60
AMOUNT DUE THIS ESTIMATE	\$44,558.59

FINAL AFFIDAVIT OF BILLS PAID

STATE OF TEXAS
COUNTY OF DALLAS

A.J. Johnston of Gibson & Associates, Inc., being duly sworn, says that he is the Executive Vice President of Gibson & Associates, Inc., (herein referred to as the "Contractor") and is familiar with the facts herein stated.

That said Contractor performed work and labor and/or furnished material for use in the construction of:

Addison Circle Phase II B - Streetscape

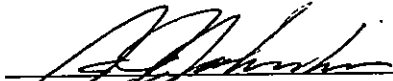
And owned by:

Post Properties, Inc. / Town of Addison


That said Contractor hereby certified that he had paid or had otherwise satisfied all obligations for all materials and equipment furnished for all work, labor, and services performed and for all indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above.

CONTRACTOR: **GIBSON & ASSOCIATES, INC.**

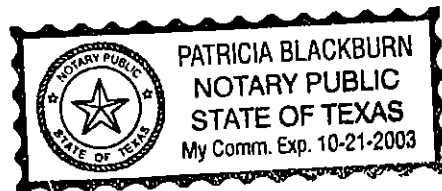
BY:


A.J. Johnston
Executive Vice President

SWORN TO ME BEFORE and subscribed in my presence this 14th day of December, 2000.


Notary Public in and for Dallas County, Texas

My Commission Expires: 10-21-03



CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER: Town of Addison and Gaylord
 (Name and address) Properties, Inc. and Post
 Properties, Inc.
 P. O. Box 9010
 Addison, TX 75001

ARCHITECT'S PROJECT NO.:

Public

CONTRACT FOR: Infrastructure Streetscape

PROJECT: Addison Circle Phase II-B
 (Name and address) Addison, TX

CONTRACT DATED:

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

Federal Insurance Company
 1445 Ross Ave., #4200
 Dallas, TX 75202

, SURETY,

on bond of

Gibson & Associates, Inc.

(Insert name and address of Contractor)

11210 Ryliecrest, Balch Springs, TX 75180

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
 any of its obligations to

(Insert name and address of Owner)

Town of Addison and Gaylord Properties, Inc. and Post Properties, Inc.
 P. O. Box 9010
 Addison, TX 75001

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 14, 2000
 (Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company

(Surety)

(Signature of authorized representative)

Robbi Morales, Attorney-in-fact

(Printed name and title)

Attest:
(Seal):



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.





**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 Carla J. Ball, Jim Baughman, Kelly A. Knisel, Jerry P. Rose, Don E. Cornell, Robbi Morales, Sheila M. Young, Kathleen Day and Lisa M. Bonnot 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 18th day of August, 2000

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson
Frank E. Robertson, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this 18th day of August, 2000, 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



HEATHER MANCO
Notary Public, State of New Jersey
No. 2229695
Commission Expires Sept. 24, 2004

Heather Manco
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 14th day of December, 2000



Kenneth C. Wendel
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) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER: Town of Addison
(Name and address)
Addison Tx

ARCHITECT'S PROJECT NO.:

PROJECT: Addison Circle PL JEB
(Name and address)
Addison Tx

CONTRACT FOR: Public Infra Structure Activities

CONTRACT DATED: June 29, 1999

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: yes no

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

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

CONTRACTOR: North Texas Contracting Inc
(Name and address)
P.O. 468
Keller TX 76248

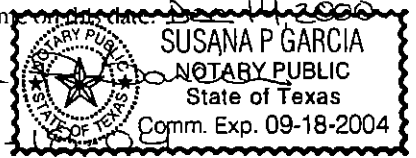
BY: [Signature]
(Signature of authorized representative)

Robert Faraway, P.
(Printed name and title)

Subscribed and sworn to before me on this date: June 11, 2000

Notary Public: Susana Garcia

My Commission Expires: 09-18-2004



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:
(Name and address)

Town of Addison
Addison, TX

PROJECT:
(Name and address)

Addison Circle Phase II-B
Addison, TX

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Public Infrastructure
Utilities

CONTRACT DATED: June 29, 1999

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

Colonial American Casualty and Surety Company
12222 Merit Drive, Suite 1360
Dallas, TX 75251

, SURETY,

on bond of
(Insert name and address of Contractor)

North Texas Contracting, Inc.
4999 Keller Haslett Road
Keller, TX 76248

, CONTRACTOR,

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

Town of Addison
Addison, TX

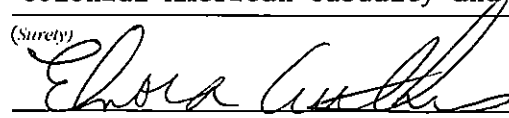
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 4, 2000
(Insert in writing the month followed by the numeric date and year.)

Colonial American Casualty and Surety Company

(Surety)

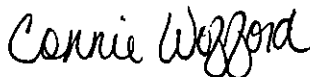


(Signature of authorized representative)

Elnora Cruthis, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
HOME OFFICES: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by M. J. ANDERSON, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Derrell C. Dodson, Sam J. Mullis, Jr., Elnora Cruthis, Dee Stone, R. Don Hurst, Darrin J. Weber, Karen Farmer and Patricia Bartlett, all of Dallas, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Derrell C. Dodson, Sam J. Mullis, Jr., Elnora Cruthis, Dee Stone, R. Don Hurst, Jowana Bryant, and Darrin J. Weber, dated July 10, 2000.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 28th day of September, A.D. 2000.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

M. J. Anderson

By:

M. J. Anderson

Vice President

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



T. E. Smith

T. E. Smith

Assistant Secretary

M. J. Anderson

By:

M. J. Anderson

Vice President

State of Maryland ss:
County of Baltimore

On this 28th day of September, A.D. 2000, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. J. ANDERSON, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader

Carol J. Fader

Notary Public

My Commission Expires: August 1, 2004

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 4th day of December, 2000.



Assistant Secretary

SECTION MB
MAINTENANCE BOND

STATE OF TEXAS

Bond No. PRF8164546

COUNTY OF DALLAS

That North Texas Contracting, Inc, as principal and Colonial American Casualty & Surety Co., a corporation organized under the laws of MD and _____ 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 Forty two thousand two hundred thirty six and 60/100

_____ (\$ 42,236.60) 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

North Texas Contracting, Inc.

has this day entered into a written contract with the said Town of Addison to build and construct the Addison Circle Phase II-B - Public Infrastructure Utilities

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.

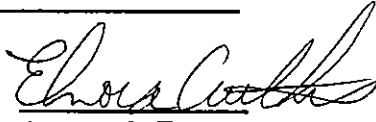
NOW THEREFORE, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void and have no further effect; but if default shall be made by the said 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 North Contracting, Inc. has caused these presents to be executed by _____ and the said _____ has hereunto set his hand this the 4th day of December, ~~19~~ 2000.

SURETY

Colonial American Casualty
and Surety Company

By:


Attorney in Fact
Elnora Cruthis

By: _____

Surety

Dodson-Bateman & Company

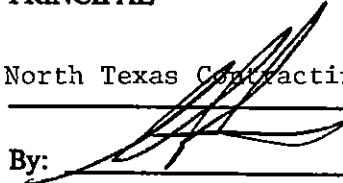
8350 Meadow Rd, Dallas, TX 75231

Agency and Address

PRINCIPAL

North Texas Contracting, Inc.

By:

 V.P.

ATTEST

Secretary

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
HOME OFFICES: P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by M. J. ANDERSON, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Derrell C. Dodson, Sam J. Mullis, Jr., Elnora Cruthis, Dee Stone, R. Don Hurst, Darrin J. Weber, Karen Farmer and Patricia Bartlett, all of Dallas, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Derrell C. Dodson, Sam J. Mullis, Jr., Elnora Cruthis, Dee Stone, R. Don Hurst, Jowana Bryant, and Darrin J. Weber, dated July 10, 2000.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 28th day of September, A.D. 2000.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith
T. E. Smith
Assistant Secretary

By:

M. J. Anderson
M. J. Anderson
Vice President

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



T. E. Smith
T. E. Smith
Assistant Secretary

By:

M. J. Anderson
M. J. Anderson
Vice President

State of Maryland ss:
County of Baltimore

On this 28th day of September, A.D. 2000, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. J. ANDERSON, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader

Carol J. Fader
My Commission Expires: August 1, 2004
Notary Public

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

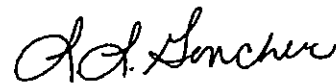
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 4th day of DEcember, 2000.



Assistant Secretary

FILE COPY

North Texas Contracting, Inc.
Monthly Pay Request
 NOVEMBER, 2000

TOWN OF ADDISON
 C/O POST PROPERTIES
 15851 NORTH DALLAS PARKWAY, SUITE 855
 DALLAS, TX 75248
 PH. (972) 728-0560 // FAX (972) 728-0562

ATTN MKE ROBBINS

JOB NAME: ADDISON CIRCLE PHASE II-B-PUBLIC INFRASTRUCTURE
 JOB NUMBER: 9914

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 97%

PAY REQUEST #4 FINAL
 FROM: NOV 1 - NOV 30, 2000

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT UNIT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
BIO PACKAGE "C" UTILITIES								
SCHEDULE III								
301	MOBILIZATION	LS	1	0	0	1 \$ 7,000.00	\$ -	\$ 7,000.00
302	SUPERINTENDENT	LS	1	0	0	1 \$ 3,000.00	\$ -	\$ 3,000.00
303	18" CL-III RCP	LF	254	0	0	150 \$ 54.00	\$ -	\$ 8,100.00
304	21" CL-III RCP	LF	222	0	0	242 \$ 57.00	\$ -	\$ 13,794.00
305	24" CL-III RCP	LF	285	0	0	285 \$ 62.00	\$ -	\$ 17,870.00
306	27" CL-III RCP	LF	368	0	0	368 \$ 67.00	\$ -	\$ 24,522.00
307	30" CL-III RCP	LF	70	0	0	70 \$ 104.00	\$ -	\$ 7,290.00
308	REMOISPOSE EXIST INLET	EA	2	0	0	2 \$ 550.00	\$ -	\$ 1,100.00
309	REMOISPOSE EXIST CONC PIPE	UF	114	0	0	114 \$ 15.00	\$ -	\$ 1,710.00
310	6" MOD RECESSED CURB INLET	EA	1	0	0	1 \$ 2,000.00	\$ -	\$ 2,000.00
311	6" RECESSED CURB INLET (XTRA DEPTH)	EA	3	0	0	3 \$ 2,200.00	\$ -	\$ 6,600.00
312	10" MOD RECESSED CURB INLET	EA	1	0	0	1 \$ 3,000.00	\$ -	\$ 3,000.00
313	10" MOD RECESS INLET (EXTRA DEPTH)	EA	1	0	0	1 \$ 3,300.00	\$ -	\$ 3,300.00
314	5' X 5' TYPE "Y" INLET W/APRON	EA	1	0	0	1 \$ 3,000.00	\$ -	\$ 3,000.00
315	TYPE "A" STORM WATER MANHOLE	EA	2	0	0	2 \$ 3,500.00	\$ -	\$ 7,000.00
316	TYPE "B" STORM WATER MANHOLE	EA	1	0	0	1 \$ 6,000.00	\$ -	\$ 6,000.00
317	ADJ EXIST STORM MANHOLE	EA	1	0	0	1 \$ 700.00	\$ -	\$ 700.00
318	RCP 60 DEG FACTORY WYE CONN	EA	9	0	0	9 \$ 300.00	\$ -	\$ 2,700.00
319	24" RCP 45 DEG FACTORY BEND	EA	1	0	0	1 \$ 245.00	\$ -	\$ 245.00
320	PIPE TO PIPE CONNECTION	EA	1	0	0	1 \$ 400.00	\$ -	\$ 400.00
321	PRECAST CONC PLUG FOR RCP	EA	5	0	0	5 \$ 100.00	\$ -	\$ 500.00
322	INLET PROTECTION	EA	8	0	0	8 \$ 250.00	\$ -	\$ 2,000.00
323	SILT FENCE	LF	1520	0	0	0 \$ 2.00	\$ -	\$ -
324	STABILIZED CONST ENTRANCE	SY	22	0	0	0 \$ 18.00	\$ -	\$ -
325	TRENCH SAFETY DESIGN	LS	1	0	0	1 \$ 500.00	\$ -	\$ 500.00
326	TRENCH SAFETY	LF	1197	0	0	1197 \$ 1.00	\$ -	\$ 1,197.00
327	2" PVC SCH-40 SLEEVE	LF	306	0	0	340 \$ 4.00	\$ -	\$ 1,360.00
328	3" PVC SCH-40 SLEEVE	LF	3108	0	0	1200 \$ 4.50	\$ -	\$ 5,870.00
329	4" PVC SCH-40 SLEEVE	LF	512	0	0	415 \$ 5.00	\$ -	\$ 2,075.00
330	6" PVC SCH-40 SLEEVE	LF	194	0	0	248 \$ 6.00	\$ -	\$ 1,488.00
SCHEDULE IV								
401	5" SDR-35 PVC	LF	533	0	0	533 \$ 37.00	\$ -	\$ 19,721.00
402	6" SDR-35 PVC LAT W/2-WAY C/O	EA	5	0	0	5 \$ 1,500.00	\$ -	\$ 7,500.00
403	5" DIA MANHOLE	EA	2	0	0	2 \$ 4,100.00	\$ -	\$ 8,200.00
404	PERFORM T.V. INSPECTION	LF	533	0	0	533 \$ 1.00	\$ -	\$ 533.00
405	CONNECT TO EXISTING MANHOLE	EA	1	0	0	1 \$ 1,000.00	\$ -	\$ 1,000.00
406	TRENCH SAFETY	LF	703	0	0	703 \$ 1.00	\$ -	\$ 703.00
SCHEDULE V								
501	CONCRETE BLOCKING	CY	2.8	0	0	2.8 \$ 250.00	\$ -	\$ 700.00
502	D.I. FITTINGS (CL-250)	TON	1.1	0	0	1.1 \$ 3,000.00	\$ -	\$ 3,300.00
503	4" DR-18 CL-150 WATER PIPE	LF	16	0	0	16 \$ 18.00	\$ -	\$ 288.00
504	6" DR-18 CL-150 WATER PIPE	LF	80	0	0	80 \$ 19.00	\$ -	\$ 1,520.00
505	8" DR-18 CL-150 WATER PIPE	LF	1008	0	0	1008 \$ 21.00	\$ -	\$ 21,128.00
506	4" GATE VALVE/BOX	EA	3	0	0	3 \$ 550.00	\$ -	\$ 1,650.00
507	6" GATE VALVE/BOX	EA	6	0	0	6 \$ 650.00	\$ -	\$ 3,900.00
508	8" GATE VALVE/BOX	EA	5	0	0	5 \$ 750.00	\$ -	\$ 3,750.00
509	FIRE HYDRANT	EA	4	0	0	4 \$ 1,400.00	\$ -	\$ 5,600.00
510	CONNECT TO EXISTING MAIN	EA	2	0	0	2 \$ 800.00	\$ -	\$ 1,600.00
511	2" TYPE "K" COPPER SERVICE	EA	3	0	0	3 \$ 1,200.00	\$ -	\$ 3,600.00
512	4" DR-18 CL-150 SERVICE LINE	EA	2	0	0	2 \$ 750.00	\$ -	\$ 1,500.00

North Texas Contracting, Inc.
Monthly Pay Request
NOVEMBER, 2000

TOWN OF ADDISON
 C/O POST PROPERTIES
 15851 NORTH DALLAS PARKWAY, SUITE 855
 DALLAS, TX 75248
 PH. (972) 726-0560 // FAX (972) 726-0582

ATTN MIKE ROBBINS

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 97%

JOB NAME: ADDISON CIRCLE PHASE II-B-PUBLIC INFRASTRUCTURE
 JOB NUMBER: 9914

PAY REQUEST #4 FINAL
 FROM: NOV 1 - NOV 30, 2000

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT UNIT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
513	6" DR-18 CL-150 FIRE SERVICE LINE	EA	2	0	0	2 \$ 850.00	\$ -	\$ 1,700.00
514	1 1/2" HERSEY MVR100 METER	EA	3	0	0	3 \$ 600.00	\$ -	\$ 1,800.00
515	4" HERSEY MCT II COMPOUND METER	EA	2	0	0	2 \$ 5,500.00	\$ -	\$ 11,000.00
516	6" HERSEY DDC-II DETECTOR CHECK	EA	2	0	0	2 \$ 5,000.00	\$ -	\$ 10,000.00
517	1.5" FEBCO 805Y DBL CHECK	EA	3	0	0	3 \$ 280.00	\$ -	\$ 840.00
518	#65-H 17" X 28" CONC BOX	EA	6	0	0	6 \$ 255.00	\$ -	\$ 1,530.00
519	MV-490-801-5 CONC BOX W/BILCO LID	EA	4	0	0	4 \$ 4,400.00	\$ -	\$ 17,600.00
520	TRENCH SAFETY	LF	732	0	0	732 \$ 1.00	\$ -	\$ 732.00
521	PERFORM WATER TEST	LS	1	0	0	1 \$ 750.00	\$ -	\$ 750.00
522	2000 PSI CONC ENCASEMENT	LF	20	0	0	20 \$ 40.00	\$ -	\$ 800.00
SCHEDULE VII								
701	6E6 & 4E2 CONC ENCASE DUCT BANK	LF	273	0	0	273 \$ 123.00	\$ -	\$ 33,579.00
702	4E2 CONC ENCASE DUCT BANK	LF	51	0	0	51 \$ 74.00	\$ -	\$ 3,774.00
703	4E6 & 4E2 CONC ENCASE DUCT BANK	LF	47	0	0	47 \$ 107.00	\$ -	\$ 5,029.00
704	6E6 CONC ENCASE DUCT BANK	LF	408	0	0	408 \$ 100.00	\$ -	\$ 40,800.00
705	8E2 & 8E6 CONC ENCASE DUCT BANK	LF	188	0	0	188 \$ 142.00	\$ -	\$ 23,856.00
706	T.U.E 3-WAY MANHOLE	EA	2	0	0	2 \$ 14,670.00	\$ -	\$ 29,340.00
707	CONNECT TO EXIST SWITCHGEAR	EA	8	0	0	8 \$ 475.00	\$ -	\$ 3,800.00
708	6" DB PVC 90 DEG SWEEP 38"	EA	8	0	0	8 \$ 100.00	\$ -	\$ 800.00
709	3" PVC SCHEDULE 40	LF	1332	0	0	1332 \$ 6.50	\$ -	\$ 8,658.00
710	4" PVC SCHEDULE 40	LF	120	0	0	120 \$ 7.00	\$ -	\$ 840.00
711	SWITCH PAD	EA	1	0	0	1 \$ 2,000.00	\$ -	\$ 2,000.00
STORED MATERIALS								
1	6" DB120 PVC PIPE	LF	5020	0	0	0 \$ 1.67	\$ -	\$ -
2	2" DB120 PVC PIPE	LF	2820	0	0	0 \$ 0.25	\$ -	\$ -
3	6" PVC DB SWEEPS	EA	8	0	0	0 \$ 25.88	\$ -	\$ -
4	CARLON SPACERS	EA	1750	0	0	0 \$ 1.32	\$ -	\$ -
EXTRA WORK								
1	CORRECT ALIGNMENT OF 8" WATER	LS	1	0	0	1 \$ 920.00	\$ -	\$ 920.00
2	CORED EXISTING T.U. MANHOLE	LS	1	0	0	1 \$ 926.00	\$ -	\$ 926.00
3	RESTOCKING FEE FOR CONDUIT	LS	1	0	0	1 \$ 625.00	\$ -	\$ 625.00
4	ADDED 8" SAN SEWER STUB-OUT	LS	1	0	0	1 \$ 565.00	\$ -	\$ 565.00

TOTAL WORK PERFORMED \$ - \$ 422,366.00 ✓
 LESS 0% RETAINAGE \$ - \$ -
 NET AMOUNT PAYABLE \$ - \$ 422,366.00 ✓

NET AMOUNT DUE ON PROJECT \$ 422,366.00 ✓
 LESS PREVIOUS RECEIVED TO DATE \$ 391,828.45
 CURRENT AMOUNT DUE ON PROJECT \$ 30,537.55 ✓
 AMOUNT UNPAID FROM PRIOR ESTIMATES \$ -
 AMOUNT DUE FROM CURRENT ESTIMATE \$ 30,537.55 ✓
 TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING INC. \$ 30,537.55 ✓

PLEASE SEND TO:
 NORTH TEXAS CONTRACTING, INC.
 P.O. 468
 KELLER, TEXAS 76244

*D.K. McRae
 12/28/00*

*\$ 30,537.55
 FINAL DRAW INCLUDING
 RETAINAGE*

JOB NUMBER: 143901 / CHANGE ORDER NO. 1

OWNER: TOWN OF ADDISON

CONTRACTOR: NORTH TEXAS CONTRACTING, INC.

DATE: 11/22/00

COPY

DESCRIPTION OF CHANGES:

THIS CHANGE ORDER INVOLVES THE FOLLOWING ITEMS:

- 1) Re-stocking fee for Private Electrical Slewing
- 2) Wastewater main stub out of manhole at Sta. 6+32.73 (Artist Way)
- 3) Correct Alignment of 6" Fire Service to Bldg. "A" - Artist Way Sta.19+69.24
- 4) Core Existing TXU Manhole & Install Terminators
- 5) Reconciliation of Actual Installed Quantities

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "C" (UTILITIES) - SCHEDULE "III"							
331	Re-stocking fee for Private Electrical Slewing	LS	0.00	1.00	1.00	\$625.00	\$625.00
303	18" CL III RCP	LF	254.00	150.00	(104.00)	\$54.00	(\$5,616.00)
304	21" CL III RCP	LF	222.00	242.00	20.00	\$57.00	\$1,140.00
323	Silt Fence	LF	1,520.00	0.00	(1,520.00)	\$2.00	(\$3,040.00)
324	Stabilized Construction Entrance	SY	22.00	0.00	(22.00)	\$18.00	(\$396.00)
327	2" PVC Sch-40 Sleeve	LF	306.00	340.00	34.00	\$4.00	\$136.00
328	3" PVC Sch-40 Sleeve	LF	3,108.00	1,260.00	(1,848.00)	\$4.50	(\$8,316.00)
329	4" PVC Sch-40 Sleeve	LF	512.00	415.00	(97.00)	\$5.00	(\$485.00)
330	6" PVC Sch-40 Sleeve	LF	194.00	248.00	54.00	\$6.00	\$324.00
BID PACKAGE "C" (UTILITIES) - SCHEDULE "III" SUBTOTAL:							(\$15,628.00)

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "C" (UTILITIES) - SCHEDULE "IV"							
407	Wastewater main stub out of manhole at Sta. 6+32.73 (Artist Way)	LS	0.00	1.00	1.00	\$565.00	\$565.00
BID PACKAGE "C" (UTILITIES) - SCHEDULE "IV" SUBTOTAL:							\$565.00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "C" (UTILITIES) - SCHEDULE "V"							
523	Correct Alignment of 6" Fire Service to Bldg. "A"-Artist Way Sta.19+69.24	LS	0.00	1.00	1.00	\$920.00	\$920.00
BID PACKAGE "C" (UTILITIES) - SCHEDULE "V" SUBTOTAL:							\$920.00

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	REVISED QUANTITY	QUANTITY CHANGE	UNIT PRICE	AMOUNT OF CHANGE
BID PACKAGE "C" (UTILITIES) - SCHEDULE "VII"							
712	Core Existing TXU Manhole & Install Terminators	LS	0.00	1.00	1.00	\$926.00	\$926.00
BID PACKAGE "C" (UTILITIES) - SCHEDULE "VII" SUBTOTAL:							\$926.00

NET CHANGE BY CHANGE ORDER NO.1	(\$13,217.00)
ORIGINAL CONTRACT AMOUNT	\$435,583.00
PREVIOUS CHANGE ORDERS	\$0.00
REVISED CONTRACT AMOUNT	\$422,366.00

JOB NUMBER: 143901 / CHANGE ORDER NO. 1

OWNER: TOWN OF ADDISON

CONTRACTOR: NORTH TEXAS CONTRACTING, INC.

DATE: 11/22/00

EFFECT OF CHANGE ON CONTRACT TIME

THE WORK REQUIRED UNDER THIS CHANGE ORDER WILL ADD 0 DAYS TO THIS PROJECT:

ORIGINAL CONTRACT TIME	360 C.D.
ADDITIONAL DAYS FOR THIS CHANGE ORDER	0 C.D.
ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER	0 C.D.
REVISED CONTRACT TIME	360 C.D.

THE COMPENSATION AGREED UPON IN THIS CHANGE ORDER ARE FOR ALL COSTS THE CONTRACTOR MAY INCUR AS A RESULT OF, OR RELATING TO THIS CHANGE ORDER WHETHER SAID COSTS ARE KNOWN, UNKNOWN, FORESEEN, UNFORESEEN AT THIS TIME, INCLUDING WITHOUT LIMITATION, ANY COST FOR DELAY, EXTENDED OVERHEAD, RIPPLE OR IMPACT COST, OR ANY OTHER EFFECT ON CHANGED OR UNCHANGED WORK AS A RESULT OF THIS CHANGE ORDER. THESE COMPENSATIONS ARE FOR FULLY COMPLETE AND IN-PLACE CONSTRUCTION. ACTUAL IN PLACE QUANTITIES WILL BE USED FOR FINAL PAYMENT.

APPROVED BY
TOWN OF ADDISON

RON WHITEHEAD, CITY MANAGER

DATE

APPROVED BY
POST APARTMENT HOMES L.P.

DAVID MONTOYA, PROJECT MANAGER

DATE

12-01-00

APPROVED BY
NORTH TEXAS CONTRACTING, INC.

JAY LOUK, PRESIDENT

Robert Farnow V.P.

12/4/00

DATE

APPROVED BY
HUITT-ZOLLARS

DAVID E. MEYERS, P.E.

DATE

ADDISON CIRCLE -PHASE II
INFRASTRUCTURE PARTICIPATION SCHEDULE
RECONCILED AGAINST HUITT-ZOLLARS INC. ESTIMATE DATED 06/4/97
JUNE 11,1997

PHASE II STREET SEGMENTS	LENGTH (LF) (6)	TOWN OF ADDISON (7)	PARTNERSHIP	GAYLORD (4)	TOTAL	NOTES
QUORUM DRIVE (EAST HALF ONLY)	765	\$168,000	\$291,600	\$0	\$459,600	6
ADDISON CIRCLE WEST OF SPECTRUM	460	\$306,000	\$347,800	\$0	\$653,800	6 <i>why</i>
ADDISON CIRCLE EAST OF SPECTRUM	590	\$131,000	\$0	\$1,002,000	\$1,133,000	1,6 <i>1420</i>
ADDISON CIRCLE OPEN SPACE (1.13 AC PARK)	NA	\$580,000 \$640,000 <i>leave</i>	\$0	\$0	\$640,000	5,6 <i>1920</i>
MEWS M-2	640	\$274,500	\$340,100	\$0	\$614,600	6
RESIDENTIAL STREET R-4 (MORRIS AVE.)	500	\$224,000	\$512,100	\$0	\$736,100	2,6
SPECTRUM FROM SOUTH ROW ON MILDRED TO R-4	450	\$129,000	\$233,400	\$233,400	\$595,800	2,6
* SPECTRUM SOUTH OF MILDRED	380	\$0	\$243,750	\$243,750	\$487,500	2,3,6
MEWS M-3	600	\$0	\$417,100	\$0	\$417,100	2,6
TOTAL PARTICIPATION		\$1,872,500	\$2,385,850	\$1,479,150	\$5,737,500	

PHASE II DOLLARS PREVIOUSLY SPENT WITH PHASE I (8)	(\$132,900)
TOTAL ADJUSTED PARTICIPATION	\$1,739,600

+ 419,224
2,796,074
235,800
1,714,950

1. INCLUDES MAJOR STORM OUTFALL FOR MUCH OF THE DISTRICT.
2. INCLUDES ELECTRICAL DUCT BANK WHICH WAS NOT PART OF MASTER FACILITIES AGREEMENT COSTS.
3. NOT PART OF MASTER FACILITIES AGREEMENT.
4. GAYLORD SHARES: 1/2 OF SPECTRUM AFTER CITY CAP, ALL OF ADDISON CIRCLE EAST OF SPECTRUM AFTER CITY CAP.
5. PARK COST CAN RANGE FROM \$580,000 TO \$640,000 PER THE MASTER FACILITIES AGREEMENT.
6. LENGTHS REPRESENT THE LATEST MEASUREMENT BY HZI AND MAY NOT PRECISELY MATCH LENGTHS IN MASTER FACILITIES AGREEMENT.
7. PRO-RATED AMOUNT BASED ON CURRENT SEGMENTS VS. TOTAL LENGTH & COST IN MASTER FACILITIES AGREEMENT.
8. REDUCED BY \$86,900 IN 3/18/97 BECAUSE SCHEDULE VIII WAS DELETED FROM PHASE I CONTRACT.
9. ADJUSTED 6/4/97 TO EXCLUDE QUANTITIES INCLUDED WITH THE MASS GRADING PACKAGE.
10. ADJUSTED TOWN PARTICIPATION BASED ON TOTAL PHASE II COMMITMENT OF 4.2 MILLION INSTEAD OF 4.5 MILLION.

G:\PROJ\01182221\ESTIMATE\PARTSCH.XLS

Bike Trail
+ 35,000 Office Building
+ 35,000 M-3
122,000 Offsite Drainage
Spectrum Street

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST	OPINION OF PROBABLE COST - SUMMARY	ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 11-Jun-97
<u>RESIDENTIAL SUBDISTRICT (PHASE II)</u> SCHEDULE I - PAVING IMPROVEMENTS \$976,386 SCHEDULE II - STREETSCAPE IMPROVEMENTS \$923,251 SCHEDULE III - DRAINAGE IMPROVEMENTS \$146,549 SCHEDULE IV - WASTEWATER IMPROVEMENTS \$40,838 SCHEDULE V - WATER IMPROVEMENTS \$201,443 SCHEDULE VI - ELECTRICAL IMPROVEMENTS \$209,605 <hr/> RESIDENTIAL SUBDISTRICT SUBTOTAL \$2,498,072 CONTINGENCIES (15%) \$374,711 PROFESSIONAL FEES (20%) \$574,557 <hr/> RESIDENTIAL SUBDISTRICT TOTAL \$3,447,339 ADDISON CIRCLE PARK ALLOWANCE \$640,000 <hr/> RESIDENTIAL SUBDISTRICT PHASE II TOTAL (INCLUDING PARK) \$4,087,339		
<u>COMMERCIAL SUBDISTRICT (PHASE II)</u> SCHEDULE I - PAVING IMPROVEMENTS \$497,337 SCHEDULE II - STREETSCAPE IMPROVEMENTS \$493,250 SCHEDULE III - DRAINAGE IMPROVEMENTS \$51,779 SCHEDULE IV - WASTEWATER IMPROVEMENTS \$6,442 SCHEDULE V - WATER IMPROVEMENTS \$52,827 SCHEDULE VI - ELECTRICAL IMPROVEMENTS \$94,165 <hr/> COMMERCIAL SUBDISTRICT SUBTOTAL \$1,195,799 CONTINGENCIES (15%) \$179,370 PROFESSIONAL FEES (20%) \$275,034 <hr/> COMMERCIAL SUBDISTRICT PHASE II TOTAL \$1,650,203		
<u>COMMERCIAL SUBDISTRICT (REMAINING PHASES)</u> SCHEDULE I - PAVING IMPROVEMENTS \$301,766 SCHEDULE II - STREETSCAPE IMPROVEMENTS \$396,712 SCHEDULE III - DRAINAGE IMPROVEMENTS \$93,891 SCHEDULE IV - WASTEWATER IMPROVEMENTS \$42,229 SCHEDULE V - WATER IMPROVEMENTS \$88,563 SCHEDULE VI - ELECTRICAL IMPROVEMENTS \$61,990 <hr/> SUBTOTAL \$985,151 CONTINGENCIES (15%) \$147,773 PROFESSIONAL FEES (20%) \$226,585 <hr/> COMMERCIAL SUBDISTRICT REMAINING PHASES TOTAL \$1,359,509		
	<u>PHASE II</u> RESIDENTIAL SUBDISTRICT PHASE II TOTAL \$4,087,339 COMMERCIAL SUBDISTRICT PHASE II TOTAL \$1,650,203 PHASE II TOTAL \$5,737,542 COMMERCIAL SUBDISTRICT REMAINING PHASES TOT \$1,359,509 TOTAL INCLUDING REMAINING PHASES \$7,097,051	

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - RESIDENTIAL SUBDISTRICT (PHASE II)							ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97			
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY							TOTAL	AMOUNT		
			MORRIS	M-2 NORTH	M-2 SOUTH	M-3	HIKE & BIKE	SPECTRUM (WEST)	ADDISON CIRCLE (WEST)			QUORUM	
SCHEDULE I - PAVING IMPROVEMENTS													
MOBILIZATION	LS	\$96,000.00	0.125	0.125	0.125	0.125	0.125	0.125	0.125	0.125	1	\$96,000	
FULL DEPTH SAWCUT EXIST. CONCRETE	LF	\$2.80	107				88			45	720	960	\$2,688
UNCLASSIFIED STREET EXCAVATION	CY	\$4.00										0	\$0
COMPACTED FILL	CY	\$10.00										0	\$0
REM. & DISPOSE OF EXIST. CONC. PAVEMENT	SY	\$9.40	51				19			27	160	257	\$2,416
REM. & DISPOSE OF EXIST. 4" CONC. SUBBASE	SY	\$5.40	60							241	208	509	\$2,749
6" THICK LIME STAB. SUBGRADE	SY	\$2.00	3094	890	976	1021	600	2169	3054	933	933	12737	\$25,474
HYDRATED LIME (28 LB5/SY)	TON	\$80.00	43	12	14	14	8	30	43	13	13	177	\$14,160
8" 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$32.00						1656	2556	859		5071	\$162,272
8" 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$36.00						424	291			715	\$25,740
6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$29.00	2000	289	442	825	483					4039	\$117,131
6" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$33.00	1407	528	641	97	57					2730	\$90,090
6" 650 PSI FLEX REINF. CONC. INTEGRAL CURB	LF	\$1.50	1001			445	595	510	1940	727		5218	\$7,827
6" 650 PSI FLEX REINF. CONC. DRIVE W/O DROP SLAB	SY	\$30.00	48	160	63	71						342	\$10,260
REINF. CONC. STREET HEADER	LF	\$5.00						59				59	\$295
LONGITUDINAL BUTT JOINT	LF	\$7.50									662	662	\$4,965
6" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$3.20	220		189	104		108	360	684		1665	\$5,328
4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$2.90	13700	3381	6064	4592		4955	12045	12805		57542	\$166,872
FURNISH ACME VEHICULAR BRICK PAVEN, DELIVERED TO SITE	SF	\$3.40	1839					3814	2619			8272	\$28,125
FURNISH GLEN GERY VEHICULAR BRICK PAVEN, DLV. TO SITE	SF	\$3.10		5058	5765	873	513					12209	\$37,848
FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	\$2.50	1839	5058	5765	873	513	3814	2619			20481	\$51,203
STEEL BOLLARD	EA	\$350.00		24	48							72	\$25,200
TRAFFIC SIGNAL PULL BOXES	EA	\$400.00						4				4	\$1,600
24" THERMOPLASTIC STOP LINE	LF	\$10.80	11	24	24	44			32			157	\$1,696
12" THERMOPLASTIC YIELD LINE	LF	\$7.00							22			22	\$154
THERMOPLASTIC ADVISORY MARKER "YIELD"	EA	\$220.00							2			2	\$440
4" THERMOPLASTIC LANE STRIPE	LF	\$2.20								22		22	\$48
4" TRAFFIC BUTTONS	EA	\$4.00						113	19	11		143	\$572
6" X 6" CLASS "A", TYPE I-C JIGGLE BAR TILE	EA	\$13.50								54		54	\$729
STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE	EA	\$170.00	9	6	6	20		7	32	4		84	\$14,280
STREET AND TRAFFIC CONTROL SIGNS	EA	\$170.00	14	14	14	46		13	58	8		167	\$28,390
8' X 7' REFLECTORIZED DIAGRAMMATIC SIGN	EA	\$3,570.00							2	2		4	\$14,280
5' X 2' REFLECTORIZED STREET SIGN	EA	\$1,300.00							1	1		2	\$2,600
6.75' X 1.5' REFLECTORIZED DIAG. SIGN (MW1-8-MOD)	EA	\$1,400.00							1	1		2	\$2,800
STREET BARRICADE	LF	\$26.00						45				45	\$1,170
BARRICADING, SIGNING AND TRAFFIC CONTROL	MO	\$2,000.00	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5		12	\$24,000
CONSTRUCTION PROGRESS SCHEDULES AND REPORTS	LS	\$8,000.00	0.125	0.125	0.125	0.125	0.125	0.125	0.125	0.125		1	\$8,000
SCHEDULE I SUBTOTAL			\$189,416	\$99,534	\$125,867	\$79,744	\$37,493	\$137,757	\$200,135	\$106,439			\$976,386

✓
✓
✓
✓
✓
✓
✓
✓

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - RESIDENTIAL SUBDISTRICT (PHASE II)							ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97			
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY							TOTAL	AMOUNT		
			MORRIS	M-2 NORTH	M-2 SOUTH	M-3	HIKE & BIKE	SPECTRUM (WEST)	ADDISON CIRCLE (WEST)			QUORUM	
SCHEDULE II - STREETScape IMPROVEMENTS													
REMOVE BRICK SIDEWALK SURFACE	SF	\$1.80								2,170	2,170	\$3,906	
FURNISH PEDESTRIAN BRICK PAVEN, DELIVERED TO SITE	SF	\$2.00	13,700	3,381	6,252	4,696			4,955	12,045	12,805	57834	\$115,688
FURNISH & INSTALL BEDDING MAT. & INSTALL PED. BRICK	SF	\$1.50	13,700	3,381	6,252	4,696			4,955	12,045	12,805	57834	\$86,751
OAK TREE, 200 GAL., 5"-6" CAL., 16'-18' HT., 10'-12' SP.	EA	\$1,400.00	35						19		37	91	\$127,400
CHANTICLEER PEAR, 4" CAL., 14'-16' HT., 6' SPREAD, FULL	EA	\$370.00		12	24		35					71	\$26,270
TREE FENCE	LF	\$17.00	980	240	480	700			646		1,141	4187	\$71,179
ORNAMENTAL PLANTING	SF	\$4.00	1,575	300	600	875			1,140		1,928	6418	\$25,672
STANDARD TREE GRATE	EA	\$1,090.00								29		29	\$31,610
TREE LIGHT OUTLETS	EA	\$350.00								29	37	66	\$23,100
TREE REMOVAL	EA	\$250.00										0	\$0
GARDEN PLANTER STYLE 006	EA	\$270.00								12	8	20	\$5,400
IRRIGATION SYSTEM INCL. POWER FOR CONTROLLERS	/TREE	\$250.00	35	12	24	35			19	29	37	191	\$47,750
4" PVC SCH. 40 PERFORATED DRAIN SYSTEM	LF	\$11.00	1,000	460	650	1,080			480	940	960	5570	\$61,270
STREETLIGHTS (BY TUBE)	EA	\$2,200.00	15						8	10	10	43	\$94,600
STREET LIGHT FOUNDATION	EA	\$390.00	15						8	10	10	43	\$16,770
SQUARE CAP FOR LIGHT BASE	EA	\$98.00	15						8	10	10	43	\$4,214
2" PVC SCH. 40 STREET LIGHT CONDUIT	LF	\$3.90	1,000						480	760	940	3200	\$12,480
2" PVC SCH. 40 TREE LIGHT CONDUIT	LF	\$3.90								840	1,040	1900	\$7,410
STREET LIGHT OR TREE LIGHTING FULL BOX	EA	\$230.00	9	3	6	9			5	8	9	49	\$11,270
BENCH	EA	\$1,700.00	5	4	6	4			5	6	6	36	\$61,200
BOWERY TRASH RECEPTACLE	EA	\$1,100.00										4	\$5,500
TRASH RECEPTACLE, EXPANDED METAL POLE MOUNT	EA	\$320.00	4	4	4	4			5	2	7	30	\$9,600
BIKE RACK	EA	\$180.00	4	3	4	3			4	6	6	30	\$5,400
2" PVC SCH. 40 SLEEVE	LF	\$2.90	75.00	75.00	75.00	75.00			75.00	75.00	75.00	525	\$1,523
3" PVC SCH. 40 SLEEVE	LF	\$3.40	110.00	110.00	110.00	110.00			110.00	110.00	110.00	770	\$2,618
4" PVC SCH. 40 SLEEVE	LF	\$4.00	220.00	220.00	220.00	220.00			220.00	220.00	220.00	1540	\$6,160
6" PVC SCH. 40 SLEEVE	LF	\$6.00	145.00	145.00	145.00	145.00			145.00	145.00	145.00	1015	\$6,090
BUFFALO GRASS SEED & FERTILIZER	SY	\$0.60				400						400	\$240
200 GAL. ELM (ALLEE) W/ SPECIAL TREE WELL PREPARATION	EA	\$1,800.00								29		29	\$52,200
SCHEDULE II SUBTOTAL			\$198,792	\$41,265	\$71,494	\$78,688	\$0	\$107,202	\$214,475	\$211,336		\$923,251	

✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓

PROJECT: ADDISON CIRCLE PHASE II
 CLIENT: COLUMBUS REALTY TRUST

OPINION OF PROBABLE COST -
 RESIDENTIAL SUBDISTRICT
 (PHASE II)

ESTIM. BY: HUITT-ZOLLARS, INC.
 JOB NO. 01-1822-21
 DATE: 05-Jun-97

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY							TOTAL	AMOUNT	
			MORRIS	M-2 NORTH	M-2 SOUTH	M-3	HIKE & BIKE	SPECTRUM (WEST)	ADDISON CIRCLE (WEST)			QUORUM
SCHEDULE III - DRAINAGE IMPROVEMENTS												
18" CL. III RCP, INCLUDING EMBEDMENT	LF	\$28.00	170		400	59		150	456	15	1250	\$35,000
21" CL. III RCP, INCLUDING EMBEDMENT	LF	\$31.00	95					63			158	\$4,878
24" CL. III RCP, INCLUDING EMBEDMENT	LF	\$35.00	230								230	\$8,050
27" CL. III RCP, INCLUDING EMBEDMENT	LF	\$39.00	80								80	\$3,120
30" CL. III RCP, INCLUDING EMBEDMENT	LF	\$42.00									0	\$0
36" CL. III RCP, INCLUDING EMBEDMENT	LF	\$53.00									0	\$0
42" CL. III RCP, INCLUDING EMBEDMENT	LF	\$68.00						50			50	\$3,400
48" CL. III RCP, INCLUDING EMBEDMENT	LF	\$90.00									0	\$0
72" CL. III RCP, INCLUDING EMBEDMENT	LF	\$173.00									0	\$0
78" CL. III RCP, INCLUDING EMBEDMENT	LF	\$200.00									0	\$0
90" CL. III RCP, INCLUDING EMBEDMENT	LF	\$250.00									0	\$0
7' X 7' RCBC, INCLUDING EMBEDMENT	LF	\$264.00									0	\$0
9' X 7' RCBC, INCLUDING EMBEDMENT	LF	\$350.00									0	\$0
12' X 8' RCBC, INCLUDING EMBEDMENT	LF	\$500.00									0	\$0
REMOVE & DISPOSE OF EXIST. CURB INLET	EA	\$760.00								1	1	\$760
6" REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$1,950.00	4			3			5		12	\$23,400
10" REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,290.00						2		1	3	\$6,870
10" REC. CURB INLET	EA	\$2,290.00									0	\$0
14" REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,760.00									0	\$0
GRATE INLET	EA	\$2,000.00									0	\$0
INLET PROTECTION	EA	\$50.00	5			2		2	4		13	\$650
TYPE "B" STORMWATER MANHOLE	EA	\$4,700.00						1			1	\$4,700
VACUUM TEST FOR MANHOLE	EA	\$200.00						1			1	\$200
RCP 60 DEGREE FACTORY WYE CONNECTION	EA	\$220.00	8		2			6			16	\$3,520
RCP 45 DEGREE FACTORY BEND CONNECTION	EA	\$220.00									0	\$0
PIPE TO PIPE CONNECTION	EA	\$220.00								1	1	\$220
PRECAST CONCRETE PLUG	EA	\$80.00	3		2			3			8	\$640
CHANNEL MODIFICATIONS	LS	\$21,000.00									0	\$0
REMOVE & DISPOSE OF EX. HDWL'S. AND CONCRETE RIP-RAP	LS	\$2,160.00									0	\$0
JUNCTION BOX	LS	\$10,000.00									0	\$0
BACKFILL RAILROAD DITCH	CY	\$3.00									0	\$0
CONCRETE HEADWALL	CY	\$350.00									0	\$0
2" THICK STONE RIP RAP, TXDOT TYPE 'R'	CY	\$38.00									0	\$0
SILT FENCE	LF	\$3.00	530		400	400		540	230	1,000	3100	\$9,300
STRAW BALE DIKE CHECK DAM	LF	\$5.00									0	\$0
STABILIZED CONSTRUCTION ENTRANCE	SY	\$9.80									56	\$549
TRENCH SAFETY DESIGN FOR ALL UTILITIES	LS	\$810.00									0	\$0
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	575		400	59		603	450	15	2102	\$2,312
8" REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,060.00	1								1	\$2,060
2 GRATE INLET	EA	\$1,700.00									1	\$1,700
54" CL. III RCP, INCLUDING EMBEDMENT	LF	\$105.00						286			286	\$30,030
3 GRATE INLET	EA	\$2,300.00									1	\$2,300
4 GRATE INLET	EA	\$2,870.00									1	\$2,870
SCHEDULE III SUBTOTAL			\$33,208	\$0	\$15,140	\$9,416	\$0	\$53,006	\$29,073	\$6,707		\$146,549

✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - RESIDENTIAL SUBDISTRICT (PHASE II)							ESTIM. BY: HURTT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97		
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY							TOTAL	AMOUNT	
			MORRIS	M-2 NORTH	M-2 SOUTH	M-3	HIKE & BIKE	SPECTRUM (WEST)	DDISON CIRCLE (WEST)			QUORUM
SCHEDULE IV - WASTEWATER IMPROVEMENTS												
8" SDR 26 PVC WASTEWATER LINE INCLUDING EMBEDMENT	LF	\$22.00	525		330				205		1060	\$23,320.
8" SDR 35 PVC WW LAT. W/ 2-WAY C.O. & CAST IRON LID	EA	\$540.00	9		3					4	16	\$8,640
4' DIA. WASTEWATER MANHOLE	EA	\$1,840.00	1.0		2.0				0.5		3.5	\$6,440
TV INSPECTION	LF	\$1.60	525		330				205		1060	\$1,696
TRENCH SAFETY FOR CONSTRUCTION	LF	\$0.70	525		330				205		1060	\$742
SCHEDULE IV SUBTOTAL			\$19,458	\$0	\$13,319	\$0	\$0	\$5,902	\$2,160	\$0		\$40,838

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY							TOTAL	AMOUNT		
			MORRIS	M-2 NORTH	M-2 SOUTH	M-3	HIKE & BIKE	SPECTRUM (WEST)	DDISON CIRCLE (WEST)			QUORUM	
SCHEDULE V - WATER IMPROVEMENTS													
6" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMB	LF	\$16.00	35		35	40			15	10	20	155	\$2,480
8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMB	LF	\$20.00	530	315	415	370				100		1730	\$34,600
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMB	LF	\$32.00							410	530		940	\$30,080
20" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$3,030.00	1								1	2	\$6,060
20" X 12" TAPPING SLEEVE VALVE/BOX	EA	\$3,240.00				1						0	\$0
24" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$5,500.00										1	\$3,500
12" X 12" TAPPING SLEEVE VALVE/BOX	EA	\$2,500.00										0	\$0
6" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$490.00	2		1	2			1		2	9	\$4,410
8" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$600.00	2	2	3	2			2		2	11	\$6,600
12" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$800.00							2	4		6	\$4,800
ADJUST EXIST. WATER VALVE STACK/COVER	EA	\$55.00										0	\$0
D.I. CL. 250 IRON FITTINGS	TON	\$1,940.00	0.23	0.09	0.18	0.06		0.09	0.79			1	\$2,832
FIRE HYDRANT	EA	\$1,510.00	2		1	2		1			2	9	\$13,590
CONN. TO EXIST. WATER MAIN (ALL SIZES)	EA	\$540.00	1								1	2	\$2,700
TRENCH SAFETY FOR CONSTRUCTION	LF	\$0.30	565	315	450	410		435	640	20	2835	1	\$851
WATER TEST	LS	\$810.00	0.143	0.143	0.143	0.143		0.143	0.143	0.143	0.143	1	\$810
3/4" WATER SERVICE LINE	EA	\$540.00	7									7	\$3,780
3" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$6,000.00						1				1	\$6,000
3/4" METER	EA	\$400.00	7									7	\$2,800
3/4" BACKFLOW PREVENTION DEVICE	EA	\$450.00	7									7	\$3,150
METER CAN	EA	\$300.00	7									7	\$2,100
6" FIRE LINE INCLUDING BACKFLOW PREVENTION DEVICE	EA	\$7,000.00		1	1	1			2			5	\$35,000
4" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$8,150.00		1	1	1			1			4	\$32,600
2" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$2,700.00							1			1	\$2,700
SCHEDULE V SUBTOTAL			\$32,530	\$23,035	\$26,410	\$32,785	\$0	\$48,231	\$27,900	\$8,552		\$201,443	

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - RESIDENTIAL SUBDISTRICT (PHASE II)							ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97		
ITEM DESCRIPTION	UNIT	LIMIT PRICE	QUANTITY							TOTAL	AMOUNT	
			MORRIS	M-2 NORTH	M-2 SOUTH	M-3	HIKE & BIKE	SPECTRUM (WEST)	ADDISON CIRCLE (WEST)			QUORUM
SCHEDULE VI - ELECTRICAL IMPROVEMENTS												
6EG CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$80.00	545				615				1160	\$92,800
TUE STANDARD 4-WAY MANHOLE	EA	\$10,010.00	1.0				1.0				2.5	\$25,025
TUE STANDARD 3-WAY MANHOLE	EA	\$9,000.00							0.5		0.5	\$4,500
2" SCH. 40 PVC CONDUIT	LF	\$4.00		500	500						1000	\$4,000
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 36"	EA	\$55.00	4	4	8						16	\$880
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 60"	EA	\$55.00									0	\$0
TUE STANDARD PRECAST DEEP WELL 25 KV SWITCH PAD	EA	\$1,200.00	1	1			1				4	\$4,800
4EG CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$50.00	100	430			50				580	\$29,000
2EG CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$40.00					30				30	\$1,200
8EG CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$120.00						395			395	\$47,400
SCHEDULE VI SUBTOTAL			\$60,030	\$24,920	\$2,440	\$64,110	\$0	\$58,105	\$0	\$0		\$209,605

✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL SUBDISTRICT (PHASE II)					ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 11-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY					TOTAL	AMOUNT
			SPECTRUM (EAST)	ADDISON CIRCLE EAST	M-3	TOLLWAY FRONTAGE	DART FRONTAGE		
SCHEDULE I - PAVING IMPROVEMENTS									
MOBILIZATION	LS	\$65,000.00	0.5	0.5				1	\$65,000
FULL DEPTH SAWCUT EXIST. CONCRETE	LF	\$2.80		109				109	\$305
UNCLASSIFIED STREET EXCAVATION	CY	\$4.00						0	\$0
FILL	CY	\$10.00						0	\$0
REM. & DISPOSE OF EXIST. CONC. PAVEMENT	SY	\$9.40		23				23	\$216
REM. & DISPOSE OF EXIST. 4" CONC. SUBBASE	SY	\$5.40						0	\$0
6" THICK LIME STAB. SUBGRADE	SY	\$2.00	2169	4236				6405	\$12,810
HYDRATED LIME (28 LBS/SY)	TON	\$98.00	30	59				89	\$8,722
8" 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$32.00	1656	4039				5695	\$182,240
8" 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$36.00	424	503				927	\$33,372
6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$29.00						0	\$0
6" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$33.00						0	\$0
6" 650 PSI FLEX REINF. CONC INTEGRAL CURB	LF	\$1.50	555	2285				2840	\$4,260
6" 650 PSI FLEX REINF. CONC. DRIVE W/WO DROP SLAB	SY	\$30.00	359	132				491	\$14,730
REINF. CONC. STREET HEADER	LF	\$5.00	46					46	\$230
LONGITUDINAL BUTT JOINT	LF	\$7.50		105				105	\$788
6" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$3.20						0	\$0
4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$2.90	5506	26026				31532	\$91,443
FURNISH ACME VEHICULAR BRICK PAVER, DELIVERED TO SITE	SF	\$3.40	3814	4523				8337	\$28,346
FURNISH GLENN GARY VEHICULAR BRICK PAVER, DLV. TO SITE	SF	\$3.10						0	\$0
FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	\$2.50	3814	4523				8337	\$20,843
STEEL BOLLARD	EA	\$350.00						0	\$0
TRAFFIC SIGNAL PULL BOXES	EA	\$400.00		4				4	\$1,600
24" THERMOPLASTIC STOP LINE	LF	\$10.80	22	44				66	\$713
12" THERMOPLASTIC YIELD LINE	LF	\$7.00						0	\$0
THERMOPLASTIC ADVISORY MARKER "YIELD"	EA	\$220.00						0	\$0
4" THERMOPLASTIC LANE STRIPE	LF	\$2.20						0	\$0
4" TRAFFIC BUTTONS	EA	\$6.00	113	132				245	\$1,470
6" X 6" CLASS "A", TYPE I-C JIGGLE BAR TILE	EA	\$13.50						0	\$0
STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE	EA	\$170.00	10	25				35	\$5,950
STREET AND TRAFFIC CONTROL SIGNS	EA	\$170.00	18	51				69	\$11,730
8' X 7' REFLECTORIZED DIAGRAMMATIC SIGN	EA	\$3,570.00						0	\$0
5' X 2' REFLECTORIZED STREET SIGN	EA	\$1,300.00						0	\$0
6.75' X 1.5' REFLECTORIZED DIAG. SIGN (MWI-8-MOD)	EA	\$1,400.00	1					1	\$1,400
STREET BARRICADE	LF	\$26.00	45					45	\$1,170
BARRICADING, SIGNING AND TRAFFIC CONTROL	MO	\$1,000.00	3	3				6	\$6,000
CONSTRUCTION PROGRESS SCHEDULES AND REPORTS	LS	\$4,000.00	0.5	0.5				1	\$4,000
SCHEDULE I SUBTOTAL			\$173,182	\$324,155	\$0	\$0	\$0		\$497,337

*

* Could assign a pro-rated portion of PAVEMENT IN ADDISON CIRCLE TO CHAMPION ± 225 LF = \$170,590

ESTIMATE: 3/4/98
 REVISED: 4/26/98
 REVISED: 5/30/98
 REVISED: 6/28/98
 REVISED: 8/15/98
 REVISED: 2/28/97
 REVISED: 6/14/97

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL SUBDISTRICT (PHASE II)					ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 11-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY					TOTAL	AMOUNT
			SPECTRUM (EAST)	ADDISON CIRCLE EAST	M-3	TOLLWAY FRONTAGE	DART FRONTAGE		
SCHEDULE II - STREETSCAPE IMPROVEMENTS									
REMOVE BRICK SIDEWALK SURFACE	SF	\$1.80						0	\$0
FURNISH PEDESTRIAN BRICK PAVEN, DELIVERED TO SITE	SF	\$2.00	5,506	26,026				31532	\$63,064
FURNISH & INSTALL BEDDING MAT. & INSTALL PED. BRICK	SF	\$1.50	5,506	26,206				31712	\$47,568
OAK TREE, 200 GAL., 5"-6" CAL., 16'-18" HT., 10'-12" SP.	EA	\$1,400.00	21					21	\$29,400
CHANTICLEER PEAR, 4" CAL., 14'-16" HT., 6' SPREAD, FULL	EA	\$370.00						0	\$0
TREE FENCE	LF	\$17.00	714					714	\$12,138
ORNAMENTAL PLANTING	SF	\$4.00	1,260					1260	\$5,040
STANDARD TREE GRATE	EA	\$1,090.00		61				61	\$66,490
TREE LIGHT OUTLETS	EA	\$350.00		61				61	\$21,350
TREE REMOVAL	EA	\$250.00						0	\$0
GARDEN PLANTER STYLE 006	EA	\$270.00						0	\$0
IRRIGATION SYSTEM INCL. POWER FOR CONTROLLERS	/TREE	\$250.00	21	61				82	\$20,500
4" PVC SCH. 40 PERFORATED DRAIN SYSTEM	LF	\$11.00		1,490				1490	\$16,390
STREETLIGHTS (BY TUE)	EA	\$2,200.00	8	19				27	\$59,400
STREET LIGHT FOUNDATION	EA	\$390.00	8	19				27	\$10,530
SQUARE CAP FOR LIGHT BASE	EA	\$98.00	8	19				27	\$2,646
2" PVC SCH. 40 STREET LIGHT CONDUIT	LF	\$3.90	640	1,490				2130	\$8,307
2" PVC SCH. 40 TREE LIGHT CONDUIT	LF	\$3.90	704	1,640				2344	\$9,142
STREET LIGHT OR TREE LIGHTING PULL BOX	EA	\$230.00	5	15				20	\$4,600
BENCH	EA	\$1,700.00						0	\$0
BOWERY TRASH RECEPTACLE	EA	\$1,100.00						0	\$0
TRASH RECEPTACLE, EXPANDED METAL POLE MOUNT	EA	\$320.00						0	\$0
BIKE RACK	EA	\$180.00						0	\$0
2" PVC SCH. 40 SLEEVE	LF	\$2.90	75	75				150	\$435
3" PVC SCH. 40 SLEEVE	LF	\$3.40	125	125				250	\$850
4" PVC SCH. 40 SLEEVE	LF	\$4.00	400	400				800	\$3,200
6" PVC SCH. 40 SLEEVE	LF	\$6.00	200	200				400	\$2,400
BUFFALO GRASS SEED & FERTILIZER	SY	\$0.60						0	\$0
200 GAL. ELM (ALLEE) W/ SPECIAL TREE WELL PREPARATION	EA	\$1,800.00		61				61	\$109,800
SCHEDULE II SUBTOTAL			\$102,437	\$390,813	\$0	\$0	\$0		\$493,250

*

COULD ASSIGN A PRO-RATED PORTION OF ADDISON CIRCLE EAST STREETSCAPE TO CHAMPION.

± 225 LF = \$205,670

ESTIMATE: 3/4/90
REVISED: 4/25/90
REVISED: 5/30/90
REVISED: 6/28/90
REVISED: 8/15/90
REVISED: 2/28/97
REVISED: 6/4/97

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL SUBDISTRICT (PHASE II)					ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 11-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY					TOTAL	AMOUNT
			SPECTRUM (EAST)	ADDISON CIRCLE EAST	M-3	TOLLWAY FRONTAGE	DART FRONTAGE		
SCHEDULE III - DRAINAGE IMPROVEMENTS									
18" CL. III RCP, INCLUDING EMBEDMENT	LF	\$28.00	70	194				264	\$7,392
21" CL. III RCP, INCLUDING EMBEDMENT	LF	\$31.00					25	25	\$775
24" CL. III RCP, INCLUDING EMBEDMENT	LF	\$35.00	45					45	\$1,575
27" CL. III RCP, INCLUDING EMBEDMENT	LF	\$39.00						0	\$0
30" CL. III RCP, INCLUDING EMBEDMENT	LF	\$42.00						0	\$0
36" CL. III RCP, INCLUDING EMBEDMENT	LF	\$53.00						0	\$0
42" CL. III RCP, INCLUDING EMBEDMENT	LF	\$68.00						0	\$0
48" CL. III RCP, INCLUDING EMBEDMENT	LF	\$90.00						0	\$0
72" CL. III RCP, INCLUDING EMBEDMENT	LF	\$173.00						0	\$0
78" CL. III RCP, INCLUDING EMBEDMENT	LF	\$200.00						0	\$0
90" CL. III RCP, INCLUDING EMBEDMENT	LF	\$250.00						0	\$0
7' X 7' RCBC, INCLUDING EMBEDMENT	LF	\$264.00						0	\$0
9' X 7' RCBC, INCLUDING EMBEDMENT	LF	\$350.00						0	\$0
12' X 8' RCBC, INCLUDING EMBEDMENT	LF	\$500.00						0	\$0
REMOVE & DISPOSE OF EXIST. CURB INLET	EA	\$760.00						0	\$0
6' REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$1,950.00		2				2	\$3,900
10' REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,290.00	2					2	\$4,580
10' REC. CURB INLET	EA	\$2,290.00						0	\$0
14' REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,760.00		1				1	\$2,760
GRATE INLET	EA	\$2,000.00						0	\$0
INLET PROTECTION	EA	\$50.00	2	5				7	\$350
TYPE 'B' STORMWATER MANHOLE	EA	\$4,700.00						0	\$0
VACUUM TEST FOR MANHOLE	EA	\$200.00						0	\$0
RCP 60 DEGREE FACTORY WYE CONNECTION	EA	\$220.00						0	\$0
RCP 45 DEGREE FACTORY BEND CONNECTION	EA	\$220.00						0	\$0
PIPE TO PIPE CONNECTION	EA	\$220.00						0	\$0
PRECAST CONCRETE PLUG	EA	\$80.00						0	\$0
CHANNEL MODIFICATIONS	LS	\$21,000.00						0	\$0
REMOVE & DISPOSE OF EX. HDWL'S. AND CONCRETE RIP-RAP	LS	\$2,160.00						0	\$0
JUNCTION BOX	LS	\$10,000.00						0.0	\$0
BACKFILL RAILROAD DITCH	CY	\$3.00						0	\$0
CONCRETE HEADWALL	CY	\$350.00						0	\$0
2' THICK STONE RIP RAP, TXDOT TYPE 'R'	CY	\$38.00						0	\$0
SILT FENCE	LF	\$3.00	220	2,470		1,000	800	4490	\$13,470
STRAW BALE DIKE CHECK DAM	LF	\$5.00						0	\$0
STABILIZED CONSTRUCTION ENTRANCE	SY	\$9.80						0	\$0
TRENCH SAFETY DESIGN FOR ALL UTILITIES	LS	\$810.00	0.25	0.25		0.25	0.25	1	\$810
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	115	194			25	334	\$367
8' REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,060.00						0	\$0
2 GRATE INLET	EA	\$1,700.00						0	\$0
54" CL. III RCP, INCLUDING EMBEDMENT	LF	\$105.00						0	\$0
3 GRATE INLET	EA	\$2,300.00		2				2	\$4,600
4 GRATE INLET	EA	\$2,870.00		2				2	\$5,740
54" CL. III RCP, INCLUDING EMBEDMENT	LF	\$105.00	52					52	\$5,460
SCHEDULE III SUBTOTAL			\$14,664	\$30,508	\$0	\$3,203	\$3,405		\$51,779

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL SUBDISTRICT (PHASE II)					ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 11-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY					TOTAL	AMOUNT
			SPECTRUM (EAST)	ADDISON CIRCLE EAST	M-3	TOLLWAY FRONTAGE	DART FRONTAGE		
SCHEDULE IV - WASTEWATER IMPROVEMENTS									
8" SDR 26 PVC WASTEWATER LINE INCLUDING EMBEDMENT	LF	\$22.00	205					205	\$4,510
6" SDR 35 PVC WW LAT. W/ 2-WAY C.O. & CAST IRON LID	EA	\$540.00		1				1	\$540
4" DIA. WASTEWATER MANHOLE	EA	\$1,840.00	0.5					0.5	\$920
TV INSPECTION	LF	\$1.60	205					205	\$328
TRENCH SAFETY FOR CONSTRUCTION	LF	\$0.70	205					205	\$144
SCHEDULE IV SUBTOTAL			\$5,902	\$540	\$0	\$0	\$0		\$6,442

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY					TOTAL	AMOUNT
			SPECTRUM (EAST)	ADDISON CIRCLE EAST	M-3	TOLLWAY FRONTAGE	DART FRONTAGE		
SCHEDULE V - WATER IMPROVEMENTS									
6" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED.	LF	\$16.00	44	70				114	\$1,824
8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED.	LF	\$20.00						0	\$0
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED.	LF	\$32.00	410	645				1055	\$33,760
20" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$3,030.00						0	\$0
20" X 12" TAPPING SLEEVE VALVE/BOX	EA	\$3,240.00						0	\$0
24" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$3,500.00						0	\$0
12" X 12" TAPPING SLEEVE VALVE/BOX	EA	\$2,500.00						0	\$0
6" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$490.00	1	3				4	\$1,960
8" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$600.00						0	\$0
12" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$800.00	2	2				4	\$3,200
ADJUST EXIST. WATER VALVE STACK/COVER	EA	\$55.00						0	\$0
D.I. CL. 250 IRON FITTINGS	TON	\$1,940.00	1.00	0.96				2	\$3,802
FIRE HYDRANT	EA	\$1,510.00		3				4	\$6,040
CONN. TO EXIST. WATER MAIN (ALL SIZES)	EA	\$540.00						0	\$0
TRENCH SAFETY FOR CONSTRUCTION	LF	\$0.30	454	715				1169	\$351
WATER TEST	LS	\$810.00	0.500	0.500				1	\$810
3/4" WATER SERVICE LINE	EA	\$540.00	1	1				2	\$1,080
3" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$3,000.00						0	\$0
3/4" METER	EA	\$400.00						0	\$0
3/4" BACKFLOW PREVENTION DEVICE	EA	\$450.00						0	\$0
METER CAN	EA	\$300.00						0	\$0
6" FIRE LINE INCLUDING BACKFLOW PREVENTION DEVICE	EA	\$7,000.00						0	\$0
4" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$9,200.00						0	\$0
2" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$2,700.00						0	\$0
SCHEDULE V SUBTOTAL			\$20,445	\$32,382	\$0	\$0	\$0		\$52,827

ESTIMATE: 3/4/96
 REVISED: 4/25/96
 REVISED: 5/30/96
 REVISED: 6/28/96
 REVISED: 8/15/96
 REVISED: 2/28/97
 REVISED: 6/4/97

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL SUBDISTRICT (PHASE II)					ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 11-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY					TOTAL	AMOUNT
			SPECTRUM (EAST)	ADDISON CIRCLE EAST	M-3	TOLLWAY FRONTAGE	DART FRONTAGE		
SCHEDULE VI - ELECTRICAL IMPROVEMENTS									
4E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$80.00						0	\$0
TUE STANDARD 4-WAY MANHOLE	EA	\$10,010.00	0.5					0.5	\$5,005
TUE STANDARD 3-WAY MANHOLE	EA	\$9,000.00	0.5					0.5	\$4,500
2" SCH. 40 PVC CONDUIT	LF	\$4.00						0	\$0
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 36"	EA	\$55.00	4	8			0	12	\$660
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 60"	EA	\$55.00						0	\$0
TUE STANDARD PRECAST DEEP WELL 25 KV SWITCH PAD	EA	\$1,200.00		1			0	1	\$1,200
4E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$50.00	20	688			0	708	\$35,400
2E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$40.00					0	0	\$0
8E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$120.00	395					395	\$47,400
SCHEDULE VI SUBTOTAL			\$58,125	*\$36,040	\$0	\$0	\$0		\$94,165

* COSTS ^{COULD BE} ASSIGNED TO CHAMPION.
CURRENTLY SHOWN AS GAYLORD COST

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL (FUTURE PHASES)			ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY			TOTAL	AMOUNT
			SPECTRUM (EAST)	R-2	TOLLWAY FRONTAGE		
SCHEDULE I - PAVING IMPROVEMENTS							
MOBILIZATION	LS	\$35,000.00	0.333	0.333	0.333	1	\$35,000
FULL DEPTH SAWCUT EXIST. CONCRETE	LF	\$2.80		83		83	\$232
UNCLASSIFIED STREET EXCAVATION	CY	\$4.00	1711	2666		4377	\$17,508
FILL	CY	\$10.00				0	\$0
REM. & DISPOSE OF EXIST. CONC. PAVEMENT	SY	\$9.40		18		18	\$169
REM. & DISPOSE OF EXIST. 4" CONC. SUBBASE	SY	\$5.40				0	\$0
6" THICK LIME STAB. SUBGRADE	SY	\$2.00	1863	2552		4415	\$8,830
HYDRATED LIME (28 LBS/SY)	TON	\$80.00	34	46		80	\$6,400
8" 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$32.00	1798			1798	\$57,536
8" 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$36.00	151			151	\$5,436
6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$29.00		2198		2198	\$63,742
6" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$33.00		98		98	\$3,234
6" 650 PSI FLEX REINF. CONC INTEGRAL CURB	LF	\$1.50	640	2301		2941	\$4,412
6" 650 PSI FLEX REINF. CONC. DRIVE W/WO DROP SLAB	SY	\$30.00				0	\$0
REINF. CONC. STREET HEADER	LF	\$5.00	24	23		47	\$235
LONGITUDINAL BUTT JOINT	LF	\$7.50		83		83	\$623
6" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$3.20	500			500	\$1,600
4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$2.90	5674	12690		18364	\$53,256
FURNISH ACME VEHICULAR BRICK PAVER, DELIVERED TO SITE	SF	\$3.40	1356	880		2236	\$7,602
FURNISH GLENN GARY VEHICULAR BRICK PAVER, DLV. TO SITE	SF	\$3.10	1356	880		2236	\$6,932
FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	\$2.50				0	\$0
STEEL BOLLARD	EA	\$350.00				0	\$0
TRAFFIC SIGNAL PULL BOXES	EA	\$400.00		22		22	\$8,800
24" THERMOPLASTIC STOP LINE	LF	\$10.80				0	\$0
12" THERMOPLASTIC YIELD LINE	LF	\$7.00				0	\$0
THERMOPLASTIC ADVISORY MARKER "YIELD"	EA	\$220.00				0	\$0
4" THERMOPLASTIC LANE STRIPE	LF	\$2.20				0	\$0
4" TRAFFIC BUTTONS	EA	\$6.00				0	\$0
6" X 6" CLASS "A", TYPE I-C JIGGLE BAR TILE	EA	\$13.50				0	\$0
STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE	EA	\$170.00	4	12		16	\$2,720
STREET AND TRAFFIC CONTROL SIGNS	EA	\$170.00	5	24		29	\$4,930
8' X 7' REFLECTORIZED DIAGRAMMATIC SIGN	EA	\$3,570.00				0	\$0
5' X 2' REFLECTORIZED STREET SIGN	EA	\$1,300.00				0	\$0
6.75' X 1.5' REFLECTORIZED DIAG. SIGN (MW1-8-MOD)	EA	\$1,400.00	1			1	\$1,400
STREET BARRICADE	LF	\$26.00	45			45	\$1,170
BARRICADING, SIGNING AND TRAFFIC CONTROL	MO	\$1,000.00	2	2	2	6	\$6,000
CONSTRUCTION PROGRESS SCHEDULES AND REPORTS	LS	\$4,000.00	0.3333	0.3333	0.3333	1	\$4,000
SCHEDULE I SUBTOTAL			\$123,310	\$163,455	\$15,000		\$301,766

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL (FUTURE PHASES)			ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY			TOTAL	AMOUNT
			SPECTRUM (EAST)	R-2	TOLLWAY FRONTAGE		
SCHEDULE II - STREETScape IMPROVEMENTS							
REMOVE BRICK SIDEWALK SURFACE	SF	\$1.80				0	\$0
FURNISH PEDESTRIAN BRICK PAVER, DELIVERED TO SITE	SF	\$2.00	6,174	12,690		18864	\$37,728
FURNISH & INSTALL BEDDING MAT. & INSTALL PED. BRICK.	SF	\$1.50	6,174	12,690		18864	\$28,296
OAK TREE, 200 GAL., 5"-6" CAL., 16'-18' HT., 10'-12' SP.	EA	\$1,400.00	26	46		72	\$100,800
CHANTICLEER PEAR, 4" CAL., 14'-16' HT., 6' SPREAD, FULL	EA	\$370.00				0	\$0
TREE FENCE	LF	\$17.00	732	1,288		2020	\$34,340
ORNAMENTAL PLANTING	SF	\$4.00	1,230	2,070		3300	\$13,200
STANDARD TREE GRATE	EA	\$1,090.00				0	\$0
TREE LIGHT OUTLETS	EA	\$350.00				0	\$0
TREE REMOVAL	EA	\$250.00				0	\$0
GARDEN PLANTER STYLE 006	EA	\$270.00	2			2	\$540
IRRIGATION SYSTEM INCL. POWER FOR CONTROLLERS	/TREE	\$250.00	26	46		72	\$18,000
4" PVC SCH. 40 PERFORATED DRAIN SYSTEM	LF	\$11.00	630	1,160		1790	\$19,690
STREETLIGHTS (BY TUE)	EA	\$2,200.00	9	16		25	\$55,000
STREET LIGHT FOUNDATION	EA	\$390.00	9	16		25	\$9,750
SQUARE CAP FOR LIGHT BASE	EA	\$98.00	9	16		25	\$2,450
2" PVC SCH. 40 STREET LIGHT CONDUIT	LF	\$3.90	630	1,160		1790	\$6,981
2" PVC SCH. 40 TREE LIGHT CONDUIT	LF	\$3.90	691	1,276		1967	\$7,671
STREET LIGHT OR TREE LIGHTING PULL BOX	EA	\$230.00	5	12		17	\$3,910
BENCH	EA	\$1,700.00	6	14		20	\$34,000
BOWERY TRASH RECEPTACLE	EA	\$1,100.00	2	10		12	\$13,200
TRASH RECEPTACLE, EXPANDED METAL POLE MOUNT	EA	\$320.00	2	6		8	\$2,560
BIKE RACK	EA	\$180.00	2	14		16	\$2,880
2" PVC SCH. 40 SLEEVE	LF	\$2.90		240		240	\$696
3" PVC SCH. 40 SLEEVE	LF	\$3.40	100	200		300	\$1,020
4" PVC SCH. 40 SLEEVE	LF	\$4.00	200	200		400	\$1,600
6" PVC SCH. 40 SLEEVE	LF	\$6.00	200	200		400	\$2,400
BUFFALO GRASS SEED & FERTILIZER	SY	\$0.60				0	\$0
SCHEDULE II SUBTOTAL			\$135,577	\$261,135	\$0		\$396,712

ESTIMATE: 3/4/96
REVISED: 4/25/96
REVISED: 5/30/96
REVISED: 8/28/96
REVISED: 8/15/96
REVISED: 2/28/97
REVISED: 6/4/97

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST		OPINION OF PROBABLE COST - COMMERCIAL (FUTURE PHASES)				ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY			TOTAL	AMOUNT
			SPECTRUM (EAST)	R-2	TOLLWAY FRONTAGE		
SCHEDULE III - DRAINAGE IMPROVEMENTS							
18" CL. III RCP, INCLUDING EMBEDMENT	LF	\$28.00	66	30		96	\$2,688
21" CL. III RCP, INCLUDING EMBEDMENT	LF	\$31.00	54	190		244	\$7,564
24" CL. III RCP, INCLUDING EMBEDMENT	LF	\$35.00	48			48	\$1,680
27" CL. III RCP, INCLUDING EMBEDMENT	LF	\$39.00	12	40		52	\$2,028
30" CL. III RCP, INCLUDING EMBEDMENT	LF	\$42.00	24			24	\$1,008
36" CL. III RCP, INCLUDING EMBEDMENT	LF	\$53.00			550	550	\$29,150
42" CL. III RCP, INCLUDING EMBEDMENT	LF	\$68.00	240			240	\$16,320
48" CL. III RCP, INCLUDING EMBEDMENT	LF	\$90.00	36			36	\$3,240
72" CL. III RCP, INCLUDING EMBEDMENT	LF	\$173.00				0	\$0
78" CL. III RCP, INCLUDING EMBEDMENT	LF	\$200.00				0	\$0
90" CL. III RCP, INCLUDING EMBEDMENT	LF	\$250.00				0	\$0
7' X 7' RCBC, INCLUDING EMBEDMENT	LF	\$264.00				0	\$0
9' X 7' RCBC, INCLUDING EMBEDMENT	LF	\$350.00				0	\$0
12' X 8' RCBC, INCLUDING EMBEDMENT	LF	\$500.00				0	\$0
REMOVE & DISPOSE OF EXIST. CURB INLET	EA	\$760.00				0	\$0
6' REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$1,950.00	1	2		3	\$5,850
10' REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,290.00	2			2	\$4,580
10' REC. CURB INLET	EA	\$2,290.00				0	\$0
14' REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,760.00				0	\$0
GRATE INLET	EA	\$2,000.00				0	\$0
INLET PROTECTION	EA	\$50.00	2			2	\$100
TYPE 'B' STORMWATER MANHOLE	EA	\$4,700.00	1		1	2	\$9,400
VACUUM TEST FOR MANHOLE	EA	\$200.00	1		1	2	\$400
RCP 60 DEGREE FACTORY WYE CONNECTION	EA	\$220.00	7	5		13	\$2,860
RCP 45 DEGREE FACTORY BEND CONNECTION	EA	\$220.00				0	\$0
PIPE TO PIPE CONNECTION	EA	\$220.00		3	1	4	\$880
PRECAST CONCRETE PLUG	EA	\$80.00	3			3	\$240
CHANNEL MODIFICATIONS	LS	\$21,000.00				0	\$0
REMOVE & DISPOSE OF EX. HDWL'S. AND CONCRETE RIP-RAP	LS	\$2,160.00				0	\$0
JUNCTION BOX	LS	\$10,000.00				0.0	\$0
BACKFILL RAILROAD DITCH	CY	\$3.00				0	\$0
CONCRETE HEADWALL	CY	\$350.00				0	\$0
2' THICK STONE RIP RAP, TXDOT TYPE 'R'	CY	\$38.00				0	\$0
SILT FENCE	LF	\$3.00	320		1,000	1320	\$3,960
STRAW BALE DIKE CHECK DAM	LF	\$5.00				0	\$0
STABILIZED CONSTRUCTION ENTRANCE	SY	\$9.80				0	\$0
TRENCH SAFETY DESIGN FOR ALL UTILITIES	LS	\$810.00	0.333	0.333	0.333	1	\$810
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	480		550	1030	\$1,133
8' REC. CURB INLET W/ REC. TOP FOR BRICK	EA	\$2,060.00				0	\$0
2 GRATE INLET	EA	\$1,700.00				0	\$0
54" CL. III RCP, INCLUDING EMBEDMENT	LF	\$105.00				0	\$0
3 GRATE INLET	EA	\$2,300.00				0	\$0
4 GRATE INLET	EA	\$2,870.00				0	\$0
SCHEDULE III SUBTOTAL			\$41,306	\$14,220	\$38,365		\$93,891

ESTIMATE: 3/1/96
REVISED: 4/23/96
REVISED: 5/7/96
REVISED: 6/28/96
REVISED: 8/15/96
REVISED: 2/28/97
REVISED: 6/4/97

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL (FUTURE PHASES)			ESTIM. BY: HUITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY			TOTAL	AMOUNT
			SPECTRUM (EAST)	R-2	TOLLWAY FRONTAGE		
SCHEDULE IV - WASTEWATER IMPROVEMENTS							
8" SDR 26 PVC WASTEWATER LINE INCLUDING EMBEDMENT	LF	\$22.00	294	600	350	1244	\$27,368
6" SDR 35 PVC WW LAT. W/ 2-WAY C.O. & CAST IRON LID	EA	\$540.00	2	4	6	12	\$6,480
4' DIA. WASTEWATER MANHOLE	EA	\$1,840.00	1.0	1.0	1.0	3.0	\$5,520
TV INSPECTION	LF	\$1.60	294	600	350	1244	\$1,990
TRENCH SAFETY FOR CONSTRUCTION	LF	\$0.70	294	600	350	1244	\$871
SCHEDULE IV SUBTOTAL			\$10,064	\$18,580	\$13,585		\$42,229

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY			TOTAL	AMOUNT
			SPECTRUM (EAST)	R-2	TOLLWAY FRONTAGE		
SCHEDULE V - WATER IMPROVEMENTS							
6" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBE	LF	\$16.00	10	30	20	60	\$960
8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBE	LF	\$20.00		600		600	\$12,000
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBE	LF	\$32.00	410		470	880	\$28,160
20" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$3,030.00				0	\$0
20" X 12" TAPPING SLEEVE VALVE/BOX	EA	\$3,240.00				0	\$0
24" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$3,500.00				0	\$0
12" X 12" TAPPING SLEEVE VALVE/BOX	EA	\$2,500.00				0	\$0
6" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$490.00	1	1	1	3	\$1,470
8" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$600.00		3	1	4	\$2,400
12" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$800.00	1		2	3	\$2,400
ADJUST EXIST. WATER VALVE STACK/COVER	EA	\$55.00				0	\$0
D.I. CL. 250 IRON FITTINGS	TON	\$1,940.00	1.00			1	\$1,940
FIRE HYDRANT	EA	\$1,510.00	1	1	1	3	\$4,530
CONN. TO EXIST. WATER MAIN (ALL SIZES)	EA	\$540.00			1	1	\$540
TRENCH SAFETY FOR CONSTRUCTION	LF	\$0.30	420	600	490	1510	\$453
WATER TEST	LS	\$810.00	0.333	0.333	0.333	1	\$810
3/4" WATER SERVICE LINE	EA	\$540.00				0	\$0
3" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$3,000.00				0	\$0
3/4" METER	EA	\$400.00				0	\$0
3/4" BACKFLOW PREVENTION DEVICE	EA	\$450.00				0	\$0
METER CAN	EA	\$300.00				0	\$0
6" FIRE LINE INCLUDING BACKFLOW PREVENTION DEVICE	EA	\$7,000.00	2			2	\$14,000
4" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$9,200.00				0	\$0
2" DOMESTIC SERV., METER, METER BOX, B.P.D.	EA	\$2,700.00	1		6	7	\$18,900
SCHEDULE V SUBTOTAL			\$35,116	\$16,730	\$36,717		\$88,563

PROJECT: ADDISON CIRCLE PHASE II CLIENT: COLUMBUS REALTY TRUST			OPINION OF PROBABLE COST - COMMERCIAL (FUTURE PHASES)			ESTIM. BY: HUIITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 05-Jun-97	
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY			TOTAL	AMOUNT
			SPECTRUM (EAST)	R-2	TOLLWAY FRONTAGE		
SCHEDULE VI - ELECTRICAL IMPROVEMENTS							
6E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$80.00	470			470	\$37,600
TUE STANDARD 4-WAY MANHOLE	EA	\$10,010.00	2			2	\$20,020
2" SCH. 40 PVC CONDUIT	LF	\$4.00				0	\$0
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 36"	EA	\$55.00	7			7	\$385
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 60"	EA	\$55.00	7			7	\$385
TUE STANDARD PRECAST DEEP WELL 25 KV SWITCH PAD	EA	\$1,200.00	3			3	\$3,600
4E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$50.00				0	\$0
2E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$40.00				0	\$0
8E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$120.00				0	\$0
SCHEDULE VI SUBTOTAL			\$61,990	\$0	\$0		\$61,990