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Addeson Cincle PHASETTB = III

PROJECT: ADDISON CIRCLE PHASE II-B - PUBLIC INFRASTRUCTURE - BID PACKAGE "C" (UTILITIES)

JOB NUMBER: 143901 / CHANGE ORDER NO. 1

OWNER: TOWN OF ADDISON

CONTRACTOR: NORTH TEXAS CONTRACTING, INC. 244. 350 4509

DATE: 11/22/00

#### DESCRIPTION OF CHANGES:

THIS CHANGE ORDER INVOLVES THE FOLLOWING ITEMS:

- 1) Re-stocking fee for Private Electrical Sleeving
- 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  |      | CONTRACT | REVISED  | QUANTITY   | UNIT     | AMOUNT      |
|---|------|----------|----------|------------|----------|-------------|
| NO DESCRIPTION                                      | UNIT | QUANTITY | QUANTITY | CHANGE     | PRICE    | OF CHANGE   |
| BID PACKAGE "C" (UTILITIES) - SCHEDULE "III"        |      |          | <u></u>  |            | - ridez  | OI CIMNOE   |
| 331 Re-stocking fee for Private Electrical Sleeving | LS   | 0,00     | 1.00     | 1.00       | \$625.00 | \$625.0     |
| 303 18" CI. 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   | (\$3,040.0  |
| 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)

PAGE 1 OF 2

| ITEM     | <u></u>  | ſ    | CONTRACT | REVISED  | OUANTITY       | UNIT     | AMOUNT    |
|----------|--|------|----------|----------|----------------|----------|-----------|
| NO.      | DESCRIPTION  | UNIT | QUANTITY | QUANTITY | CHANGE         | PRICE    | OF CHANGE |
| BIDP     | ACKAGE "C" (UTILITIES) - SCHEDULE "IV"                           |      |          |          | · <del>-</del> | - 13,1-2 | <u> </u>  |
| 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  |
| 1        |  |      |          |          |                |          |           |
| <u> </u> | BID PACKAGE "C" (UTILITIES) - SCHEDULE "IV" SUBTOTAL:            |      |          |          |                |          | \$565.00  |

| terms 4        | <del></del>  |      |          |          |          |          |           |
|----------------|--|------|----------|----------|----------|----------|-----------|
| ITEM           |  |      | CONTRACT | REVISED  | QUANTITY | UNIT     | AMOUNT    |
| NO.            | DESCRIPTION  | UNIT | QUANTITY | QUANTITY | CHANGE   | PRICE    | OF CHANGE |
| BID PACKAGE *( | C" (UTILITIES) - SCHEDULE "V"                                    |      |          |          |          |          |           |
| 523 Correct Al | lignment 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 PACI       | KAGE "C" (UTILITIES) - SCHEDULE "V" SUBTOTAL;                    |      |          |          |          |          | 5000.00   |

| ITEM    |  |      | CONTRACT | REVISED  | QUANTITY | UNIT     | AMOUNT    |
|---------|--|------|----------|----------|----------|----------|-----------|
| NO.     | DESCRIPTION  | UNIT | QUANTITY | QUANTITY | CHANGE   | PRICE    | OF CHANGE |
| BID PAC | CKAGE "C" (UTILITIES) - SCHEDULE "VII"                 |      |          |          |          |          |           |
| 712     | Core Existing TXU Manhole & Install Terminators        | _Ls  | 0.00     | 1.00     | 1.00     | \$926.00 | \$926,00  |
| 1       | BID PACKAGE "C" (UTILITIES) - SCHEDULE "VII" SUBTOTAL: |      | _        |          |          |          | \$926.00  |

NET CHANGE BY CHANGE ORDER NO.1 ORIGINAL CONTRACT AMOUNT PREVIOUS CHANGE ORDERS REVISED CONTRACT AMOUNT

NTCUtilitiesCO#1

Print Date: 12/1/00 10:15 AM

| JOB NUMBER: 143901 / CHANGE ORDER NO. 1  OWNER: TOWN OF ADDISON  CONTRACTOR: NORTH TEXAS CONTRACTING, INC.  DATE: 1172700  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  DATE  DAT |  |   |              |
|--|--|---|--------------|
| CONTRACTOR: NORTH TEXAS CONTRACTING, INC.  DATE: 11727.00  EEFECT 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 FIRS CHANGE ORDER  0 C.D.  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  0 C.D.  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  APPROVED BY NORTH TEXAS COMPARATING INC.  APPROVED BY NORTH TEXAS COMPARATING INC.  APPROVED BY NORTH TEXAS COMPARATING INC.  DATE  DATE  DATE  DATE  DATE  DATE  TOWN OF THE CONTRACTOR MAY INCUR AS A RESULT OF THIS THE CONTRACTOR MAY INCUR AS A RESULT  APPROVED BY NORTH TEXAS COMPARATING INC.  APPROVED BY NORTH TEXAS COMPARATING INC.  DATE  DATE  DATE  DATE  DATE  DATE  DATE  DATE  DATE  THE CONTRACTOR MAY INCUR AS A RESULT  APPROVED BY NORTH TEXAS COMPARATING INC.  DATE  DATE |  |   |              |
| DATE: 1172/00  EEFECT 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  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  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  TOWN OF ADDISON  APPROVED BY  NORTH TEXAS COMPLETE AND INC.  DATE  DATE  DATE  DATE  DATE  THESE COMPENSATION ACTUAL WAS A PROJECT MANAGER  APPROVED BY  HUIT-ZOLLARS  DATE  DATE  DATE  DATE  DATE  DATE  DATE  DATE  THESE COMPENSATIONS ARE FOR FULLY COMPLETE AND IN-PLACE ON THE COMPLETE AND IN-PL |  |   |              |
| THE WORK REQUIRED UNDER THIS CHANGE ORDER WILL ADD 0 DAYS TO THIS PROJECT.  ORIGINAL CONTRACT TIME  360 C.D.  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  0 C.D.  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  0 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  APPROVED BY  NORTH TEXAS COSTRACTING INC.  DATE  DATE  DATE  DATE  TOWN OF THE SERVENCE OF THE CONTRACTOR MAY INCUR AS A RESULT.  12 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 / 2 /  |  | •   |              |
| THE WORK REQUIRED UNDER THIS CHANGE ORDER WILL ADD 0 DAYS TO THIS PROJECT.  ORIGINAL CONTRACT TIME  ADDITIONAL DAYS FOR THIS CHANGE ORDER  OC.D.  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  OC.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  APPROVED BY  TOWN OF ADDISON  APPROVED BY  NORTH TEXAS COSTRACTING INC.  DATE  DATE |  |   |              |
| ORIGINAL CONTRACT TIME  ADDITIONAL DAYS FOR THIS CHANGE ORDER  ADDITIONAL DAYS FOR THIS CHANGE ORDER  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  REVISED CONTRACT TIME  360 C.D.  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 POST APARTMENT FORMES, IP.  APPROVED BY POST APARTMENT FORMES, IP.  APPROVED BY HUITE-ZOLLARS  APPROVED BY HUITE-ZOLLARS  APPROVED BY HUITE-ZOLLARS  APPROVED BY HUITE-ZOLLARS   | EFFECT OF CHANGE ON CONTRACT TIME  |   |              |
| ORIGINAL CONTRACT TIME  ADDITIONAL DAYS FOR THIS CHANGE ORDER  ADDITIONAL DAYS FOR THIS CHANGE ORDER  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  REVISED CONTRACT TIME  360 C.D.  360 C.D.  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  APPROVED BY  NORTH TEXAS COSTRACTING, INC.  APPROVED BY  HUITE-ZOLLARS  APPROVED BY  HUITE-ZOLLARS  DATE  D |  | YS TO THIS PROJECT  |              |
| ADDITIONAL DAYS FOR THIS CHANGE ORDER  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  ADDITIONAL DAYS FOR PREVIOUS CHANGE ORDER  REVISED CONTRACT TIME  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 NORTH TEXAS CONTRACTING, INC.  DATE  DEVENDED BY HUITT-ZOLLARS   |  |   |              |
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| 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  MOWN OF ADDISON  APPROVED BY  NORTH TEXAS COSTRACTING, INC.  APPROVED BY  HUITT-ZOLLARS  APPROVED BY  HUITT-ZOLLARS  DATID DEFENS DE  | REVISED CONTRACT TIME  | 360 C.D.  | `.           |
| DATE   |  |   |              |
| APPROVED BY NORTH TEXAS CONTRACTING, INC.  DATE  DATE  DATE  APPROVED BY NORTH TEXAS CONTRACTING, INC.  12/1/22  AT LOUY, PRESIDENT  DATE  | ON CHANGED OR UNCHANGED WORK AS A RESULT OF THIS CHANG:<br>IN-PLACE CONSTRUCTION. ACTUAL IN PLACE QUANTITIES WILL BE   | E ORDER. THESE COMPENSATIONS ARE FOR FULLY C<br>USED FOR FINAL PAYMENT. | COMPLETE AND |
| POST APARTMENT HOMES, V.P.  PAVID MONITOYA, PROJECT MANAGER  DATE  APPROVED BY  HUITT-ZOLLARS  POST APARTMENT HOMES, V.P.  PAVID MONITOYA, PROJECT MANAGER  APPROVED BY  HUITT-ZOLLARS  POST APARTMENT HOMES, V.P.  PAVID MONITOYA, PROJECT MANAGER  DATE  | A DDD CALCO DV   | - 10/   |              |
| APPROVED BY HUITT-ZOLLARS  12/402  APPROVED BY HUITT-ZOLLARS  12/402  APPROVED BY HUITT-ZOLLARS  12/402  DATE  DAT |  |   |              |
| APPROVED BY NORTH TEXAS CONTRACTING, INC.  APPROVED BY HUITT-ZOLLARS  12/4/22  AVLOUV, PRESIDENT  DATE  DATE | ALL AMA  | POST APARTMENT FIOMES, J.P.   | ,<br>        |
| APPROVED BY NORTH TEXAS CONTRACTING, INC.  APPROVED BY HUITT-ZOLLARS  LZ / Y/OZ  AVIDOUS, PRESIDENT  DATE  DAVID MEYERS DE  DAVID MEYERS DE  DAVID MEYERS DE   | K-1 Jkil J1 1-1  | 9-01 // ////  | 12-01-0      |
| APPROVED BY NORTH TEXAS CONTRACTING, INC.  12/4/02  APPROVED BY HUITT-ZOLLARS  12/4/02  DATE DATE DATE DATE DATE DATE DATE DAT   |  |   | 7 7 7 7      |
| APPROVED BY HUIT-ZOLLARS  12/4/02 DATE DATE DATE DATE DATE DATE DATE DATE  | , //   | DATED MONTOTA, PROJECT MANYAG.  | EK DATI      |
| HUITT-ZOLLARS  12/4/02  AV LOUV, PRESIDENT  1 DATE  DATE  DATE  DATE  HUITT-ZOLLARS  HUITT-ZOLLARS   |  | APPROVED BY   |              |
| AYLOUV, FRESHDENT J. B. DATE DAYLO MEYERS, P.E. DA   | VORTH TEXAS CONTRACTING INC  |   |              |
| AY LOUY, PRESIDENT DATE DAY DE DAY DAY DE DA | and the second s |   |              |
| DATE DAVIDE MEYERS, P.E. DA  |  | 1- 51   |              |
|  | A 12/80  | 102 Secul S. Me   | ys 1/3/0     |

# TOWN OF ADDISON PAYMENT AUTHORIZATION MEMO

| D'ATE: | 12/27/99    | Claim # Check \$ 20, 992.21 |
|--------|-------------|-----------------------------|
|        | Vendor No.  |                             |
|        | Vendor Name | Addison Circle Three Ltd.   |
|        | Address     | 5040 Addison Circle #300    |
|        | Address     | Addion                      |
|        | Address     | TX                          |
|        | Zip Code    | 75001                       |
|        |             |                             |

| INVOICE # OR DESCRIPTION   | <br>FUND | DEPT  | OBJ     | PROJ    | SAC   | AMOUNT         |
|--|----------|-------|---------|---------|-------|----------------|
| And the second s | <br>(00) | (000) | (00000) | (00000) | (000) | (\$000,000.00) |
| Itau App H   | 41       | 000   | 58210   | 95300   |       | 20,992.21      |
| 0 11   |          |       |         |         |       |                |
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|  |          |       |         |         |       |                |
|  |          |       |         |         |       |                |
|  |          |       |         |         |       |                |
|  |          |       |         |         |       |                |

TOTAL 20.992.21

| EXPLANATION      | Addition Circ | le Phase | I B | Public  | Intras | tructure. |
|------------------|---------------|----------|-----|---------|--------|-----------|
|                  |               |          |     |         |        |           |
| Authorized Signa | F. Muff       |          |     | Finance |        |           |



December 15, 1999

Mr. John Baumgartner Director of Public Works Town of Addison 16801 Westgrove P.O. Box 144 Addison, Texas 75001

#### Dear John:

Please accept this letter as our invoice in the amount of \$78,421.55 for work done by North Texas Contracting, Inc. for the period ending November 30, 1999. Three copies of their pay application are attached. Please return two executed copies to us for distribution.

STATE OF TEXAS §

\$ AFFIDAVIT
COUNTY OF DALLAS §

**BEFORE ME**, the undersigned authority, personally appeared James F. Duffy, who, being by me duly sworn, deposed as follows:

"My name is James F. Duffy. I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated.

I am a duly authorized representative of Addison Circle Three, Ltd., a Texas limited partnership (the 'Partnership'). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

The Partnership, by assignment from the Town of Addison, Texas, is the owner and construction manager under certain construction contract documents entitled 'Town of Addison, Construction Specifications and Contract Documents, Addison Circle Public Infrastructure Phase

III' dated October 3, 1997 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase III (the 'Project'). The contractor for the project is North Texas Contracting, Inc. ('Contractor').

Attached hereto is an invoice or pay estimate for work performed on the Project by the Contractor for the time period set forth on the invoice/pay estimate. I hereby certify that the work reflected on the said invoice/pay estimate is true and correct to the best of my information and belief, that such work by the Contractor has been measured and verified in accordance with the Construction Contract, and that all Construction Contract preconditions to payment of the invoice/pay estimate have been met.

Attached hereto are copies of all material testing results in connection with this invoice/pay estimate."

ames F. Duffy, Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of December, 1999

Notary Public, State of Texas

Please let us know if you have any questions.

Regards,-

James F. Duffy

Executive Vice President

JFD/kar

Attachments

KIMBERLY A. RIED
MY COMMISSION EXPIRES
December 18, 2001

VX 4 00098

143701,2676,19258

North Texas Contracting, Inc. Monthly Pay Request NOVEMBER 1995

TOWN OF ADDISON CAD POST PROPERTIES 15851 NORTH DALLAS PARKWAY, SUITE 855 DALLAS, TX 75248 PH. (972) 886-7790 # FAX (972) 866-6695

### ATTN MIKE ROBBINS

JOB NAME: ADDISON CIRCLE PHASE HE-PUBLIC INFRASTRUCTURE

NOV 2 4 1999

CONTRACT AMOUNT CHANGE ORDERS

\$ 435.563.00

TOTAL CONTRACT PERCENTAGE COMPLETE

\$ 435,563.00 95%

PAY REQUEST 8.4

FOM: NOV 1 - NOV 30, 1999

| JOB NUMBER: 9014  |          |  |                             |             |             | M: NOV 1          | - NC | JV 30, 196 | )0<br> | MANUFACTURE            |
|---|----------|--|-----------------------------|-------------|-------------|-------------------|------|------------|--------|------------------------|
|   |          |  |                             | 21.         | N. N        | TRACT (PAT        |      |            | TOTA   |                        |
|   | LOST     | CHANTTY                                  | MONTHRY WORK<br>ON CONTRACT | ON CONTRACT | 200         | <b>s</b>          | AMO  | JANT       | AMO    | MIT                    |
| CENTRAL CONTRACTOR  |          |  |                             |             | in a        |                   |      |            |        |                        |
| BID PACKAGE 'C' UTILITIES   |          | egegen in the reconstruction of the con- |                             |             |             |                   |      |            |        |                        |
| SCHEDULE IR   |          |  |                             |             | . ,         |                   |      |            | _      |                        |
| 301 MOBILIZATION  | LS       | 1  | 0                           |             | 1-1         | 7, <b>00</b> 0.00 | \$   | -          | •      | 7,000,00               |
| 302 SUPERINTENDENT  | re.      | 1  | ٥                           |             | 18          | 9.000.00          | \$   | -          | \$     | 1000100                |
| 303 16" CL-III RCP  | Ų.       | 254                                      | 0                           |             | 16          |                   | \$   |            | Ţ      | 9,100.00               |
| 304 21° CLHII ROP   | LF       | 222                                      | 20                          |             | M           |                   | \$   | 1.140.00   | ş      | 13,794.00              |
| 306 24" CL-HI RCP   | UF       | 248                                      | 0                           |             | ~           | 62.00             | 3    | -          | 3      | 17,670.00<br>24,622.00 |
| 306 27 CL-III RCP   |          | 366                                      | 9                           |             |             | 67.00<br>104.00   | 2    | •          | •      | 7.260.00               |
| 307 SAY CL-HI ACP   | LF.      | 70                                       | 9                           |             | / S         | 550.00            | Š    |            | į      | 1,100,00               |
| 206 REMIDISPOSE EXIST INLET   | EA       | 2  | -                           |             | -3          | 15.00             | Š    | -          | i      | 1,710.00               |
| 308 REMOISPOSE EXIST CONC PIPE  | UF.      | 114                                      | 0.78                        |             |             | 2.000.00          | i    | 1,800.00   | š      | 1,500.00               |
| 310 6 MOD RECESSED CLAR INLET   | ÉA       | 3  |                             | <b>V</b> .  | 1           | 2,200.00          | ï    | 4.400.00   | i      | 4,400.00               |
| 311 & RECESSED CURB HILET (KTRA DEPTH)                                    | EA<br>EA | 4  | 0.70                        |             |             | 9,000,00          | Š    | 2.250.00   | Š      | 2,250.00               |
| 312 10 MOD RECESSED CURB MLET   | EA       | i  | 0.73                        |             | 1           | 3,300.00          | \$   | 2,475.00   | Š      | 2,475.00               |
| 313 10' MOD RECESS INLET (EXTRA DEPTH) 314 5' X 5' TYPE "Y" INLET WIAPRON | EA       | ,  | •                           |             | 64          | 3,000.00          | \$   | •          | \$     | -                      |
| 319 JABE A. BLOWN MYLES WANKING   | ĒĀ       | ž  |                             |             | 1/2         | 3,500.00          | 5    | 7,000.00   | 1      | 7,000.00               |
| 316 TYPE TO STORM WATER MANICE  | ĒĀ       | 1  |                             |             | 15          | 6,000.00          | \$   | 6,000.00   |        | 0.000.00               |
| 317 ADJ EXIST STORM MANHOLE   | ĒĀ       |  |                             |             | 1-1         | 700.00            | 1    | 700.00     | \$     | 700.00                 |
| 318 RCP 60 DEG FACTORY WYE CONN   | EA       | \$                                       | . (                         |             | B 1/8       | 300.00            | \$   | -          | 8      | 2.700.00               |
| 318 24" RCP 45 DEG FACTORY BEND   | EA       |  | (                           |             | 11/5        | 246.00            | \$   | -          | 3      | 245.00                 |
| 320 PIPE TO PIPE CONNECTION   | EA       | 1  | . (                         |             | 1.4         | 400.00            | \$   | -          | •      | 400.00                 |
| 221 PRECAST CONC PLUG FOR RCP   | EA       | 9  | . (                         | )           | 5-4         | 100.00            | •    | •          | 2      | 500.00                 |
| 322 INLET PROTECTION  | ĒA       | •  | . (                         |             | <b>~</b>    | 250.00            | 1    | 2,000.00   | _      | 2,000.00               |
| 321 SILT FENCE  | UF       | 1570                                     |                             |             | <u>ار</u> و |                   | \$   | -          | 5      | -                      |
| 324 STABILIZED CONST ENTRANCE   | 27       | 22                                       | . (                         |             | 0-4         | 19.00             |      | -          | S      |                        |
| 325 TRENCH SAFETY DEBIGN  | LS       | 1  |                             | _           | 15          | 900.00            | 3    | •          | \$     | 500.00                 |
| 326 TRENCH SAFETY   | ı.F      | 1107                                     |                             |             | 7/4         | 1.00              | 3    | 194,00     |        | 1,197.00               |
| 327 2" PVC SMC-40 SLEEVE  | UF       | 300                                      |                             | -           | 0.4         | 4.00              |      | 1.360.00   | _      | 1,300.00               |
| 328 3" PVC SCH40 &LEEVE   | UF.      | 310                                      | -                           |             | 9           | 4.50              |      | 6,670.00   |        | 5,670.00<br>2,075.00   |
| 329 4" PVC SCH-40 SLEEVE  | Ŀ        | 612                                      | -                           | _           | 5.4         | 5.00              | S    | 2,075.00   | -      | 1,488.00               |
| 330 6" PVC SCH40 SLEEVÉ   | UF       | 194                                      | 24                          | . 4         | 8-4         | 6.00              | •    | 1,468.00   | •      | 1,400.00               |
| 00.5045.4   |          |  |                             |             |             |                   |      |            |        |                        |
| SCHEDULE IV   | LF.      | 53                                       | 3                           |             | 3.4         | 37.00             | S    | 1,221.00   | 3      | 19,721.00              |
| 401 IF SDR-36 PVC<br>402 6" SDR-36 PVC LAT W/2-WAY C/O                    | 5A       |  | -                           |             | 5 \$        | 1.500.00          |      | 1.22       | ĭ      | 7,600.00               |
| 403 5 DIA MANNOLE   | EA       |  | •                           |             | 2-3.        | 4,100,00          | •    | -          | 1      | 6,200.00               |
| 404 PERFORM T.V. INSPECTION   | J.F      | 53                                       | _                           |             | 5 ¥         | 1.00              |      |            | \$     | 539.00                 |
| 405 CONNECT TO EXCEPTING MANHOLE  | ĒA       |  | <del>-</del>                | •           | 1 4         | 1,000,00          | - 1  | •          | 1      | 1,000.00               |
| 409 TRENCH SAFETY   | UF       | 70                                       | )                           | א מ         | 9 Š         | 1.00              | 3    | •          | 5      | 703.00                 |
|   | _        |  |                             |             |             |                   |      |            |        |                        |
| <b>SCHEDULE</b> V   |          |  |                             |             |             |                   |      |            |        |                        |
| 501 CONCRETÉ BLOCIONG   | CY       | 2.                                       | 3                           | ٥ ء         | .B .S       | 250.00            |      | -          | - \$   | 700.00                 |
| 502 D.I. FITTINGS (CL-250)  | TO       | ¥ 1.                                     | 1                           |             | .1 🖍        | 3,000.00          | _    | •          |        | 3.300.00               |
| 503 4" DR-16 CL-150 WATER PIPE  | ᄕ        | 40                                       | -                           | _           | 4.4         | 18.00             | -    | -          | - 5    | 258.00                 |
| 504 F DR-18 CL-150 WATER PIPE   | LF       |  | -                           |             | <b>10</b>   | 19.00             | _    | •          | •      | 1,520.00               |
| SOS ST OR-18 CL-150 WATER PIPE  | UF.      | 100                                      |                             |             | × 4         | 21.00             | _    | -          | 5<br>1 | 21,129.00<br>1,650.00  |
| 508 4" GATE VALVE/BOX   | EA.      |  | •                           | 0           | 3-4         | 580.00<br>860.00  | -    | -          | 3      | 3,800.00               |
| 507 & GATE VALVERICK  | EA<br>EA |  | •                           | 0<br>0      | 5 <b>4</b>  | 750.00            | _    | -          | 3      | 3,750.00               |
| 506 8" GATE VALVE/BOX<br>SID FIRE MYDRANT                                 | EA       | •  | •                           | ا           | 44          | 1,400,00          | _    | -          | ŧ      | 5.600.00               |
| SID CONNECT TO EXISTING MAIN  | EA       |  | =                           | 6           | 2.4         | 800.00            |      | _          | i      | 1,600.00               |
| S11 2 TYPE TO COPPER SERVICE  | EA       |  |                             | ă           | 3.4         | 1.200.00          |      | -          | 3      | 3,600.00               |
| 512 4" DR-18 CL-150 SERVICE LINE  | EA       |  |                             | ō           | 2.3         | 790.00            | -    | -          | Š      | 1,500.00               |
|   | _ •      |  | _                           |             | -           |                   | -    |            |        |                        |

12.2

THE RESERVE AND A STREET

#### North Texas Contracting, Inc. Monthly Pay Request NOVEMBER, 1999

TOWN OF ADDISON C/O POST PROPERTIES 18851 NORTH DALLAS PARKWAY, SUITE 865 DALLAS, TX 75246 PH. (872) 886-7790 // FAX (572) 886-8595

ATTN MIKE ROBBINS

JOB NAME: ADDISON CINCLE PHASE HEI-PUBLIC INFRASTRUCTURE

SOB NUMBER: 9814

CONTRACT AMOUNT \$ 435,583.00 CHANGE DROERS \$

TOTAL CONTRACT \$ 495,663.00 PERCENTAGE COMPLETE 95%

PAY REQUEST 8.4 FROM: NOV 1 - NOV 30, 1998

|                                       |            |                       |                    |             | 凞                                     | MTPACT UNIT       |       |                       | TOTA  |                         |
|---------------------------------------|------------|-----------------------|--------------------|-------------|---------------------------------------|-------------------|-------|-----------------------|-------|-------------------------|
| risus description                     | Last       | ESTIMATED<br>CHANTITY | MONTHLY WORK       | ON CONTRACT | 20                                    |                   | AMIC  | UNIT .                | AMO   | JANT                    |
| TEM OFFICIAL TON                      |            |                       |                    |             | 1                                     |                   | erjiy |                       | de la | (Using Grands)          |
| 513 OF DR-18 CL-190 FIRE SCRVICE LINE | EΑ         | 2                     |                    | •           | 4 \$                                  | 360.00            | ş     | •                     | ŧ     | 7,700.00                |
| 514 1 1/2" HERBEY MARIOD METER        | EA         | 3                     | . (                | •           |                                       | 600.00            |       |                       | \$    | -                       |
| 515 & HERSEY MET IT COMPOUND METER    | ĒA         | 2                     | ;                  | 2           |                                       | 5.800.00          | \$    | 11,000.00             | \$    | 11,000.00               |
| 616 O' HERSEY DOCH DETECTOR CHECK     | EA         | 2                     | : :                | 2           |                                       | <b>4,000.00</b>   | \$    | 10,000.00             | \$    | 16.000.00               |
| 517 1.5" FEBOO MOSY DIEL CHECK        | ĒΑ         | 3                     | , (                | 0           | 7 -                                   | <b>280.00</b>     | •     |                       | 3     | •                       |
| 516 \$6541 T/" X 26" CONC BOX         | EA.        | 6                     | } (                | ₿           | <b>\$</b> 3                           | ✓ 265.00          | 3     |                       | \$    | 1,530.00                |
| 619 MY-480-801-5 CONC BOX W/BILCO LID | EA         | 4                     | , ,                | 4           | , .                                   | <b>~ 4.400.00</b> | 3     | 17,800.00             | 3     | 17,600.00               |
| 520 TRENCH SAFETY                     | Ù.         | 732                   | 2                  | 73          |                                       |                   | \$    | -                     | \$    | 732.00                  |
| SH PERFORM WATER TEST                 | Ü\$        | 1                     |                    | ٥           | 1 8                                   |                   | \$    | •                     | 2     | 760.00                  |
| 522 2000 PSI CONC ENCASEMENT          | LF         | 20                    | )                  | D 2         | 9 -4<br>                              | 40.00             | \$    | -                     | S     | 800.00                  |
| SCHEDULE VII                          | _          |                       | _                  | . ~         | ١.                                    | 123.00            | •     | _                     |       | 33.579.00               |
| 701 688 & 4E2 CONC ENCASE DUCT BANK   | LF.        | 273                   | •                  | _           | 1.7                                   |                   |       |                       | 3     | 3.774.00                |
| 702 4E2 CONG ENCASE DUCT BANK         | ÚF.        | 51                    | -                  | -           | 7.1                                   |                   | -     | _                     | ì     | 5.029.00                |
| 703 456 & 452 CONC ENCASE DUCT BANK   | UF         | 47                    |                    | -           | 1 -                                   |                   | -     |                       | -     | 40,800,00               |
| 704 SEB CONC ENCASE DUCT BANK         | u <b>F</b> | 406                   | •                  | -           | 1:1                                   |                   | -     | •                     | i     | 23.608.00               |
| 706 SEZ & SES CONC ENCASE OUCT BANK   | Æ          | 165                   |                    | -           |                                       |                   | -     | _                     | i     | Z9.340.00               |
| 706 T.U.E S.WAY MARKOLE               | ĒA         | 2                     |                    | 0           | 14                                    |                   |       |                       | i     | 3.600.00                |
| 707 CONNECT TO EXIST SWITCHGEAR       | EA         |                       | _                  | Ď           | 14                                    |                   | -     | •                     | :     | 600.00                  |
| 708 6 DB FVC 90 DEG SWEEP 36"         | EA         |                       | •                  | <u> </u>    |                                       |                   |       | -                     | :     | 8.658.00                |
| 709 3" PVC SCHEDULE 40                | UF.        | 1535                  | -                  |             | ٤,                                    |                   |       | -                     | :     | 840.00                  |
| 710 4' PVC SCHEDULE 40                | ĽF         | 120                   | •                  |             | Ų,                                    |                   | _     | -                     | ż     | 2.000.00                |
| 711 SWITCH PAD                        | EA         | ,                     | 1                  | 0           | 5.A                                   | 2,000.00          | •     | •                     | •     | 2.000.00                |
| STORED MATERIALS                      |            |                       |                    |             | ì.                                    |                   | _     |                       | _     |                         |
| 1 6" DS120 PVC PIPE                   | UF.        | 5020                  | D                  | 0           | ÞΥ                                    | 1.67              |       | -                     | 1     | -                       |
| 2 2* 08120 PVC PIPE                   | UF         | 282                   | 0                  | 0           |                                       | 0.25              | -     | •                     | 5     | -                       |
| 1 of PVC OB BWEEPS                    | EA         | (                     | •                  | P           | P,A                                   | 23.00             |       | •                     |       | -                       |
| 4 CARLON SPACERS                      | EA         | 175                   | 0                  | 0           | 0 1                                   | 3 1,32            |       | -                     | \$    | •                       |
| EXTRA WORK                            |            |                       |                    |             | 1-5                                   | 20.00             |       | 920.00                | E     | 920.00                  |
| 1 CORRECT ALIGNMENT OF 8" WATER       | LS         |                       | 1                  | 1           |                                       | 928.00            |       | F28.00                | i     | 926.00                  |
| 2 COPED DUSTING T.U. MANNOLE          | LS         |                       | 1                  | 1           |                                       |                   | •     | 625.00                | i     | 625.00                  |
| J RESTOCKING FEE FOR CONDUIT          | LB         |                       | 1                  | •           | ֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓֓ | 565.00            |       | EE6.00                | ĭ     | 386.00                  |
| 4 ADDED IT SAN SEWER STUB-OUT         | LS         |                       | 1                  | 1           |                                       | -                 | •     | *****                 | •     |                         |
|                                       |            | TOYAL WOR             | HT PERFORM         | ED          |                                       | •                 | /3    | 42.548.00<br>4.127.45 | _     | 412.451.00<br>20.622.55 |
|                                       |            | LEBS 03 RE            | : I ASTONIA        |             |                                       | •                 | •     |                       | •     |                         |
|                                       |            | NET AMOUN             | NT PAYABLE         |             | ļ                                     | •                 | /*    | 78,421.55             | \$    | 391,628.45              |
|                                       |            |                       |                    |             | i<br>i                                |                   |       |                       |       |                         |
|                                       |            |                       | NT DUE ON P        |             |                                       |                   |       |                       | -     | 361,528.45              |
| PLEASE SEND TO:                       |            | LESS PREV             | <b>IOUS</b> RECEIV | ED TO DATE  | 1                                     |                   |       |                       | 2     | 178,986.70              |
| NORTH TEXAS CONTRACTING, INC.         |            |                       |                    |             | 1                                     |                   |       |                       |       |                         |
| P.O. 465                              |            | CURRENT A             | MOUNT DUE          | ON PROJECT  | 1                                     |                   |       |                       | \$    | 212,861.76              |
| KELLER, TÉXAS 76244                   |            |                       |                    |             | 1                                     |                   |       |                       |       |                         |
|                                       |            |                       |                    |             | ı                                     |                   |       |                       |       |                         |

AMOUNT UNPAID FROM PRIOR ESTIMATES AMOUNT DUE FROM CURRENT ESTRATE

YOTAL AMOUNT DUE NORTH TEXAS CONTRACTING INC.

143901.2670.19258

M (

\$ 78.421.55 \$ 78.421.55 \$ 212.681.75

8,421.55

## North Texas Contracting Inc. Pay Application #4 Services Thru 11/30/99

#### **Town of Addison**

| Pay Application<br>Request   | X         | City<br>% | = | City's<br>Amount |
|------------------------------|-----------|-----------|---|------------------|
| 82,549.00                    |           | 30.43%    |   | 25,119.66        |
| Less: Retainage<br>82,549.00 |           | 5.00%     |   | (4,127.45)       |
| •                            | 20,992.21 |           |   |                  |

## Post Apartment Homes/Gaylord

| Pay Application<br>Request | Х | Partnership<br>% | = | Partnership<br>Amount |
|----------------------------|---|------------------|---|-----------------------|
| 82,549.00                  |   | 69.57%           |   | 57,429.34             |

Total Payment to Contractor 78,421.55

## Payments from the City should be wired to:

Account:

Addison Circle Three, LTD

Account #:

1565439658

ABA#:

111000614

Bank:

Bank One, Texas, N.A., Dallas, Texas

Instructions:

Notify Sheryl Smith (972)770-5139 upon receipt

Checks from the City should be made out to Addison Circle Three, Ltd

# TOWN OF ADDISON PAYMENT AUTHORIZATION MEMO

| DATE: | 11/16/99    | Claim # Check \$ 35,987.52 |
|-------|-------------|----------------------------|
|       | Vendor No.  |                            |
|       | Vendor Name | Addison Circle Three Ltd.  |
|       | Address     | 5040 Addison Circle #300   |
|       | Address     | Addison                    |
|       | Address     | TX                         |
|       | Zip Code    | 75001                      |
|       |             |                            |

| INVOICE # OR DESCRIPTION | FUND | DEPT  | OBJ     | PROJ    | SAC   | AMOUNT         |
|--------------------------|------|-------|---------|---------|-------|----------------|
|                          | (00) | (000) | (00000) | (00000) | (000) | (\$000,000.00) |
| Pay App #3               | 41   | 000   | 58210   | 95300   |       | 35,987.52      |
| J ''                     |      |       | :       |         |       | ·              |
|                          |      | _     |         |         |       |                |
|                          | _    |       |         |         |       |                |
|                          |      |       |         |         |       |                |
|                          |      |       |         |         |       |                |
|                          |      |       |         |         |       |                |

TOTAL <u>35,987.52</u>

| PLANATION Addison Circle Phase IB |         |
|-----------------------------------|---------|
| blic Intrastructure - Utilities   |         |
| <u> </u>                          |         |
| ·                                 | ···     |
|                                   |         |
|                                   |         |
|                                   |         |
| Mr. Mynyg<br>horized Signature    |         |
| horized Signature                 | Finance |

11/17/99



November 15, 1999

Mr. John Baumgartner Director of Public Works Town of Addison 16801 Westgrove P.O. Box 144 Addison, Texas 75001

#### Dear John:

Please accept this letter as our invoice in the amount of \$134,440.20 for work done by North Texas Contracting, Inc. for the period ending October 31, 1999. Three copies of their pay application are attached. Please return two executed copies to us for distribution.

STATE OF TEXAS §

S
COUNTY OF DALLAS §

**BEFORE ME**, the undersigned authority, personally appeared James F. Duffy, who, being by me duly sworn, deposed as follows:

"My name is James F. Duffy. I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated.

I am a duly authorized representative of Addison Circle Three, Ltd., a Texas limited partnership (the 'Partnership'). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

The Partnership, by assignment from the Town of Addison, Texas, is the owner and construction manager under certain construction contract documents entitled 'Town of Addison, Construction Specifications and Contract Documents, Addison Circle Public Infrastructure Phase

III' dated October 3, 1997 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase III (the 'Project'). The contractor for the project is North Texas Contracting, Inc. ('Contractor').

Attached hereto is an invoice or pay estimate for work performed on the Project by the Contractor for the time period set forth on the invoice/pay estimate. I hereby certify that the work reflected on the said invoice/pay estimate is true and correct to the best of my information and belief, that such work by the Contractor has been measured and verified in accordance with the Construction Contract, and that all Construction Contract preconditions to payment of the invoice/pay estimate have been met.

Attached hereto are copies of all material testing results in connection with this invoice/pay estimate."

James F. **Da**ffy, Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of November, 1999.

Notary Public, State of Texas

KIMBERLY A. RIED MY COMMISSION EXPIRES

Please let us know if you have any questions.

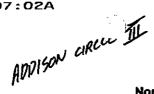
Regards.

James F. Duffy

**Executive Vice President** 

JFD/kar

Attachments



## North Texas Contracting, Inc. Monthly Pay Request OCTOBER, 1999

TOWN OF ADDISON C/O POST PROPERTIES 15851 NORTH DALLAS PARKWAY, SUITE 855 **DALLAS, TX 75248** PH. (972) 868-7790 // FAX (972) 866-6695

ATTN MIKE ROBBINS

CONTRACT AMOUNT \$ 435,583.00 CHANGE ORDERS

TOTAL CONTRACT PERCENTAGE COMPLETE

\$ 435,583.00

| 1 1 254 222 285 388 70 2 114 1 3 1 1 1 2 1 1 1 1 5 6 1520 22 1 1  | 0 0.5 1.50 222 285 386 70 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0  | 1 \$ 1 \$ 2/2 \$ 285 \$ 70 \$ \$ 2 \$ 4 \$ \$ 5 \$ 5 \$ \$ \$ 5 \$ \$ \$ \$ 5 \$ \$ \$ \$ \$ 5 \$   | 7,000.00<br>3,000.00<br>57.00<br>62.00<br>87.00<br>104.00<br>550.00<br>15.00<br>2,000.00<br>3,000.00<br>3,900.00<br>3,900.00<br>3,900.00<br>3,900.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00<br>2.00 | \$ 1 8 12 7 24 7 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5  | .500.00<br>,100.00<br>,654.00<br>,670.00   |  |  |
|---|--|--|--|---|--|--|--|
| 1<br>254<br>222<br>285<br>388<br>70<br>2<br>114<br>1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1 | 0.5<br>150<br>222<br>285<br>386<br>70<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0                           | 1 5 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5  | 3,000.00<br>54,00<br>67,00<br>62,00<br>104,00<br>550.00<br>15.00<br>2,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>700.00<br>300.00<br>400.00<br>100.00<br>250.00<br>200.00                       | 1 8 12 17 24 7<br>1 8 12 17 24 7<br>2 7 2 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8   | .500.00<br>.100.00<br>.854.00<br>.870.00<br>.822.00<br>.280.00<br>-<br>-<br>-<br>2,700.00<br>245.00<br>400.00<br>500.00  | ******************   | 3,000.<br>8,100.<br>12,654.<br>17,670.<br>24,522.<br>7,280.<br>1,100.<br>1,710.<br>2,700.<br>245.<br>400.<br>500.  |
| 1<br>254<br>222<br>285<br>388<br>70<br>2<br>114<br>1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1 | 0.5<br>150<br>222<br>285<br>386<br>70<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0                           | 1 5 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5  | 3,000.00<br>54,00<br>67,00<br>62,00<br>104,00<br>550.00<br>15.00<br>2,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>700.00<br>300.00<br>400.00<br>100.00<br>250.00<br>200.00                       | 1 8 12 17 24 7<br>1 8 12 17 24 7<br>2 7 2 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8   | .500.00<br>.100.00<br>.854.00<br>.870.00<br>.822.00<br>.280.00<br>-<br>-<br>-<br>2,700.00<br>245.00<br>400.00<br>500.00  | ******************   | 3,000<br>8,100<br>12,654<br>17,670<br>24,522<br>7,280<br>1,100<br>1,710<br>2,700<br>245<br>400<br>500  |
| 1<br>254<br>222<br>285<br>388<br>70<br>2<br>114<br>1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1 | 0.5<br>150<br>222<br>285<br>386<br>70<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0                           | 1 5 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5  | 3,000.00<br>54,00<br>67,00<br>62,00<br>104,00<br>550.00<br>15.00<br>2,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>700.00<br>300.00<br>400.00<br>100.00<br>250.00<br>200.00                       | 1 8 12 17 24 7<br>1 8 12 17 24 7<br>2 7 2 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8   | .500.00<br>.100.00<br>.854.00<br>.870.00<br>.822.00<br>.280.00<br>-<br>-<br>-<br>2,700.00<br>245.00<br>400.00<br>500.00  | ******************   | 3,000<br>8,100<br>12,654<br>17,670<br>24,522<br>7,280<br>1,100<br>1,710<br>2,700<br>245<br>400<br>500  |
| 254<br>222<br>285<br>368<br>70<br>2<br>114<br>1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>5<br>6<br>1520<br>22<br>1                     | 150<br>222<br>285<br>366<br>70<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0                        | 150-25-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-5-  | 54.00<br>57.00<br>62.00<br>67.00<br>104.00<br>550.00<br>15.00<br>2,000.00<br>3,000.00<br>3,000.00<br>3,500.00<br>6,000.00<br>700.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00<br>2,00                  | 5   | .100.00<br>.854.00<br>.870.00<br>.822.00<br>.280.00<br>  | ****************   | 8,100<br>12,654<br>17,670<br>24,522<br>7,280<br>1,100<br>1,710<br>2,700<br>24,400  |
| 222<br>285<br>388<br>70<br>2<br>114<br>1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1<br>1520<br>22<br>1        | 222<br>285<br>366<br>70<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0 | 2255   | 57.00<br>62.00<br>87.00<br>104.00<br>550.00<br>2,000.00<br>2,200.00<br>3,000.00<br>3,000.00<br>3,500.00<br>6,000.00<br>700.00<br>300.00<br>400.00<br>100.00<br>250.00  | 12 17 24 7 12 17 24 7 17 18 18 18 18 18 18 18 18 18 18 18 18 18   | 854.00<br>.870.00<br>.822.00<br>.280.00<br>  |  | 12,654<br>17,670<br>24,522<br>7,280<br>1,100<br>1,710<br>2,700<br>24<br>40   |
| 285<br>388<br>70<br>2<br>114<br>1<br>3<br>1<br>1<br>1<br>1<br>2<br>1<br>1<br>5<br>8<br>1520<br>22<br>1                              | 285<br>386<br>70<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0   | 255 356 - 5 2 2 356 - 5 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2  | 62.00<br>87.00<br>104.00<br>550.00<br>15.00<br>2,000.00<br>2,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>700.00<br>300.00<br>400.00<br>245.00<br>400.00<br>250.00<br>2.00                                    | \$ 17<br>24<br>7<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  | .670.00<br>.522.00<br>.280.00<br>.280.00<br><br><br><br><br><br><br><br><br>   |  | 17.670<br>24,522<br>7,280<br>1,100<br>1,710<br>2,700<br>24<br>40   |
| 388<br>70<br>2<br>114<br>1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1                           | 70<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>8<br>1<br>1<br>5<br>0<br>0                                | 348-3<br>70-2<br>70-2<br>70-2<br>70-2<br>70-2<br>70-2<br>70-2<br>70-2  | 104.00<br>550.00<br>15.00<br>2,000.00<br>2,200.00<br>3,000.00<br>3,900.00<br>3,500.00<br>6,000.00<br>700.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00  | 5 7 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5   | 2,80.00<br>-<br>-<br>-<br>-<br>2,700.00<br>2,45.00<br>400.00<br>500.00   |  | 7,28<br>1,10<br>1,71<br>2,70<br>24<br>40   |
| 2<br>114<br>1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1  | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0                  | 245<br>145<br>0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 5 1 5 5 5 5 5 0 \$ 0 \$  | 550.00<br>15.00<br>2,000.00<br>2,200.00<br>3,000.00<br>3,900.00<br>3,500.00<br>6,000.00<br>700.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00  | 2 5 5 2 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5   | 2,700.00<br>245.00<br>400.00<br>500.00   | ***********  | 1,100<br>1,710<br>2,700<br>24<br>40  |
| 114<br>1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1   | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0                       | 145<br>05<br>05<br>05<br>05<br>05<br>05<br>05<br>05<br>155<br>05<br>05   | 15.00<br>2,000.00<br>2,200.00<br>3,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>700.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00  | 5   | 2,700.00<br>245.00<br>400.00<br>500.00   | ************   | 1,710<br>2,70<br>24<br>40  |
| 1<br>3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22   | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0                  | 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 5 0 \$ | 2,000.00<br>2,200.00<br>3,000.00<br>3,000.00<br>3,000.00<br>3,000.00<br>6,000.00<br>700.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00   | 2   | 245.00<br>400.00<br>500,00   | *********  | 2,70<br>24<br>40   |
| 3<br>1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22  | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0<br>0                  | 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$  | 2,200.00<br>3,000.00<br>3,900.00<br>3,000.00<br>3,500.00<br>6,000.00<br>700.00<br>300.00<br>240.00<br>400.00<br>250.00<br>2.00   | 8<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  | 245.00<br>400.00<br>500,00   | 25355555555  | 24<br>40   |
| 1<br>1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22   | 0<br>0<br>0<br>0<br>0<br>0<br>0<br>1<br>1<br>5<br>0  | 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$ 0 \$  | 3,000,00<br>3,900,00<br>3,000,00<br>3,500,00<br>6,000,00<br>700,00<br>300,00<br>245,00<br>400,00<br>100,00<br>2,00   | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$  | 245.00<br>400.00<br>500,00   | *****  | 24<br>40   |
| 1<br>1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22  | 0<br>0<br>0<br>0<br>8<br>1<br>1<br>5<br>0  | 0 \$ 0 \$ 0 \$ 0 \$ 1 \$ 5 \$ 5 \$ 0 \$ 6 \$ 6 \$ 6 \$ 6 \$ 6 \$ 6 \$ 6 \$ 6 \$ 6  | 3,900,00<br>3,000,00<br>3,500,00<br>6,000,00<br>700,00<br>300,00<br>245,00<br>400,00<br>100,00<br>2,00   | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5   | 245.00<br>400.00<br>500,00   | *  | 24<br>40   |
| 1<br>2<br>1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22   | 0<br>0<br>0<br>9<br>1<br>1<br>5<br>0   | 0 \$ 0 \$ 0 \$ 0 \$ 1 \$ 5 \$ 5 \$ 5 \$ 0 \$ \$ 0 \$   | 3,000.00<br>3,500.00<br>6,000.00<br>700.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00   | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5   | 245.00<br>400.00<br>500,00   | 3 3 3 3 3 3 3 3 3  | 24<br>40   |
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| 1<br>1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1  | 0<br>0<br>8<br>1<br>1<br>5<br>0<br>0   | 0 \$ 0 \$ 0 \$ 1 \$ 5 \$ 5 \$ 0 \$ \$ 0 \$   | 6,000.00<br>700.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00<br>2.00   | \$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$  | 245.00<br>400.00<br>500,00   | \$ 5 5 5 5 5 S   | 24<br>40   |
| 1<br>9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1   | 0<br>8<br>1<br>1<br>5<br>0<br>0  | 0 \$ 9 \$ 1 1 \$ 1 5 5 5 5 5 0 \$ 0 \$   | 700.00<br>300.00<br>245.00<br>400.00<br>100.00<br>250.00<br>2.00   | 5<br>5 2<br>5<br>5<br>5<br>5  | 245.00<br>400.00<br>500,00   | \$<br>\$<br>\$<br>\$<br>\$   | 24<br>40   |
| 9<br>1<br>1<br>5<br>8<br>1520<br>22<br>1  | 8<br>1<br>1<br>5<br>0<br>0   | 9/\$<br>1/\$<br>1/\$<br>5/5<br>0 \$  | 300.00<br>245.00<br>400.00<br>100.00<br>250.00<br>2.00   | \$ 2<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$<br>\$  | 245.00<br>400.00<br>500,00   | \$<br>\$<br>\$<br>\$   | 24<br>40   |
| 1<br>5<br>8<br>1520<br>22<br>1  | 1<br>5<br>0<br>0   | 1.5<br>5.5<br>0.5<br>0.5   | 400.00<br>100.00<br>250.00<br>2.00   | \$<br>\$<br>\$<br>\$  | 400.00<br>500,00<br>-  | \$ \$  | 40   |
| 5<br>8<br>1520<br>22<br>1   | 5<br>0<br>0  | 5~\$<br>0 \$<br>0 \$   | 100.00<br>250.00<br>2.00   | 5<br>5<br>5   | 500.00   | \$   | _  |
| 8<br>1520<br>22<br>1  | 0<br>0<br>0  | 0 \$   | 250.00<br>2.00   | \$<br>\$  | -  | \$   | 50   |
| 1520<br>22<br>1   | 0  | 0 \$   | 2.00   | 5   | -  | \$<br>5  |  |
| 22<br>1   | Ó  | 1  |  | _   | •  | 5  |  |
| 1   | _  |  |  |   |  |  |  |
| -   | 0  | 0 \$   | 18.00  | -   | -  | \$   |  |
|   | 4000   | 1.4  | 500.00   |   | -  | 2  | 50   |
| 1197  | 1093   | 1003-\$  | 1.00   |   | 1,093.00   | Ş  | 1,09   |
| 306<br>3100   | 0  | 0 \$   | 4,00<br>4,50   |   | •  | 5<br>5   |  |
| 310 <del>8</del><br>512   | D<br>0   | 0 \$   | 5.00   | -   | _  | 5  |  |
| 194   | ō  | 0 \$   | 6.00   |   | -  | \$   |  |
|   |  |  |  |   |  |  |  |
| 533   | 0  | 500 4  | 37.00  | _   | -  | \$   | 18,50  |
| 5   | 5  | 5.4  | 1.500.00   | _   | 7,500.00   | -  | 7,50   |
| 2   | 1  | 2.\$   | 4,100.00   | _   | 4,100.00   | \$   | 8,20   |
| 533   | 633  | 533 \$   | 1.00   |   | <b>533.00</b>  |  | 53   |
| 1   | 0  | 1/\$   | 1,000.00   |   | •  | 5  | 1,00   |
| 703   | 203  | 703/\$   | 1.00   | 2   | 203.00   | 2  | 70   |
| ••  |  | ړ ـ ا  |  | _   | <b>206 45</b>  | _  |  |
| 2.8   | 2.8  | 2.8-3  | 250,00   | _   | 700.00   | _  | 70   |
|   |  | _  |  |   |  |  | 3,30<br>26   |
|   |  |  |  |   |  |  | 1,52   |
|   |  |  |  |   |  |  | 21,12  |
| 3   | 3  |  |  |   |  |  | 1,65   |
| _   | ě  | 6~\$   |  |   |  |  | 3.90   |
| 6   | 5  | 5-\$   |  |   |  |  | 3,75   |
| 6<br>5  |  | 1 /  |  |   | •  |  | 5,60   |
| _   | 4  |  |  | \$  | 1 800 00   |  | 1,60   |
| 5<br>4<br>2   | 4 2  | 2-5  |  |   | ,000.00  | _  | .,,  |
| 5<br>4  | 4<br>2<br>3  |  |  | \$  | 3,600.00<br>1,500.00   |  | 3,60<br>1,50   |
|   | 1.1<br>16<br>80<br>1006<br>3   | 1.1 1.1<br>16 16<br>80 80<br>1006 1006<br>3 3<br>6 6<br>5 5  | 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1 1.1  | 1.1 1.1 1.1 1.1 3,000.00 16 16 16 16 16 18.00 80 80 80 \$0.4\$ 19.00 1006 1006 1008 21.00 3 3 3 3,5 550.00 6 6 6 6 5 850.00 5 5 5 5 5 5 750.00 4 4 4 4 4 1 1.400.00 | 1.1 1.1 1.1 1.1 3,000.00 \$ 1 16.4\$ 18.00 \$ 80 80 80 \$ 19.00 \$ 1 1006 1006 1006 \$ 550.00 \$ 1 1006 \$ 1 | 1.1 1.1 1.1 1.1 3,000.00 \$ 3,300.00 16 16 16 16 16 16 18.00 \$ 268,00 80 80 80 \$ 19.00 \$ 1,520.00 1006 1006 1006 \$ 21.00 \$ 21,126.00 \$ 3 3 3 3,5 550.00 \$ 1,650.00 6 6 6 6 6 6 6 6 6 50.00 \$ 3,900.00 5 5 5 5 750.00 \$ 3,750.00 4 4 4 4 4√\$ 1,400.00 \$ 5,600.00 2 2 \$ 800.00 \$ 1,600.00 | 1.1 1.1 1.1 1.1 2.5 3,000.00 \$ 3,300.00 \$ 16 16 16 16 16 18 18.00 \$ 268.00 \$ 80 80 80 80 \$ 19.00 \$ 1,520.00 \$ 1006 1006 \$ 21.00 \$ 21.126.00 \$ 3 3 3 \$ 550.00 \$ 1,650.00 \$ 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 |

#### North Texas Contracting, Inc. **Monthly Pay Request** OCTOBER, 1999

TOWN OF ADDISON C/O POST PROPERTIES 15851 NORTH DALLAS PARKWAY, SUITE 855 **DALLAS, TX 75248** PH. (972) 866-7790 // FAX (972) 866-8695

CONTRACT AMOUNT \$ 435,583.00 CHANGE ORDERS

TOTAL CONTRACT PERCENTAGE COMPLETE \$ 435,583.00 76%

ATTN MIKE ROBBINS

JOB NAME: ADDISON CIRCLE PHASE INB-PUBLIC INFRASTRUCTURE

JOB NUMBER: 9914 

PAY REQUEST #.3 FROM: OCT 1 - OCT 31, 1999

|  | ************************************** | ESTMATED   | MONTHLY WORK | TOTAL WORK | CON            | TRACTUNIT        | MON | MAY        | TÛT. | u.         |
|--|--|------------|--------------|------------|----------------|------------------|-----|------------|------|------------|
| ITEM DESCRIPTION                                 | UNIT                                   | QUANTITY   | ON CONTRACT  |            |                |                  |     |            | AMO  | _          |
|  |  |            |              |            |                |                  |     |            |      |            |
| 513 6" DR-18 CL-160 FIRE SERVICE LINE            | EA<br>EA                               | 3          |              |            | 2-\$           | 850.00<br>600.00 | _   | 1.700.00   | \$   | 1,700,00   |
| 514 1 1/2" HERSEY MVR100 METER                   | _                                      |            |              |            | 0 5            | 5,500.00         | _   | _          | 2    | -          |
| 515 4" HERSEY MCT II COMPOUND METER              | EA                                     |            | •            | •          | 0 5            | 5,000,00         | _   | -          | 5    | •          |
| 516 6" HERSEY DOC-II DETECTOR CHECK              | EA                                     |            | 2<br>3 (     |            | 0 \$           | 280.00           | -   | •          |      | -          |
| 517 1.5 FESCO 808Y DBL CHECK                     | EA                                     |            | 3 (          |            | 0 \$           | 255.00           |     | -          | •    | •          |
| 518 #65+1 17" X 28" CONC BOX                     | EA                                     |            |              |            | 0 \$           | 4.400.00         | _   | -          | ŝ    | -          |
| 519 MV-480-801-5 CONC BOX W/BILCO LID            | EA<br>LF                               | 73         | •            |            | 2/5            | 1.00             | _   | 732.00     | -    | 732.00     |
| 520 TRENCH SAFETY                                | LS                                     | 73         | -            |            | 1.45           | 750.00           |     | 750.00     |      | 750.00     |
| 521 PERFORM WATER TEST                           |  |            |              |            | 0 \$           | 40.00            |     | 800.00     |      | 800.00     |
| 522 2000 PSI CONC ENCASEMENT                     | U                                      | 2          | , a          | '          | <b>™</b>       | 40.00            | 3   | 000.00     | •    | 000.00     |
| SCHEDULE VII                                     |  |            |              |            |                |                  |     |            |      |            |
| 701 6E6 & 4E2 CONC ENCASE DUCT BANK              | UF                                     | 27:        | 3 (          | ) 2        | 3/\$           | 123.00           | \$  | -          | \$   | 33,579.00  |
| 702 4E2 CONC ENCASE DUCT BANK                    | ĻF                                     | 5          | 1 (          |            | 51 <i>v</i> \$ | 74.00            | 5   | -          | \$   | 3.774.00   |
| 703 4E6 & 4E2 CONC ENCASE DUCT BANK              | UF                                     | 4          | 7            | ) (        | 17 S           | 107.00           | 5   | -          | \$   | 5,029.00   |
| 704 6EB CONC ENCASE DUCT BANK                    | LF                                     | 400        | <b>8</b> (   | ) 4        | D8-75          | 100.00           | Ş   | -          | \$   | 40,800.00  |
|  | LF                                     | 16         | B (          | ) 1        | 88.4           | 142.00           | \$  | •          | 5    | 23,856.00  |
| 706 T.U.E 3-WAY MANHOLE                          | EA                                     |            | 2 (          | )          | 2-5            | 14,670.00        | \$  | -          | \$   | 29,340.00  |
| 707 CONNECT TO EXIST SWITCHGEAR                  | EA                                     |            | θ (          | )          | 8./\$          | 475.00           | \$  |            | 5    | 3.800.00   |
| 708 6" DB FVC 90 DEG 5WEEP 36"                   | EA                                     |            | 8 (          | <b>J</b>   | 6/5            | 100.00           | \$  | -          | \$   | 800.00     |
|  | LF                                     | 133        | 2            | 13         | 32/3           | 6.50             | 5   | -          | \$   | 8,658.00   |
| 710 4° PVC SCHEDULE 40                           | LF                                     | 12         | _<br>0       |            | 20-2           | 7.00             | \$  |            | 5    | 840.00     |
| 711 SWITCH PAD                                   | EA                                     |            | 1 (          |            | 11/\$          | 2.000.00         | \$  | -          | \$   | 2,000.00   |
| STORED MATERIALS                                 |  |            |              |            | /              |                  |     |            |      |            |
| 1 6" DB120 PVC PIPE                              | LF                                     | 502        | 0            | 3          | o 🕏            | 1.67             | \$  | -          | \$   |            |
| 2 2" DB120 PVC PIPE                              | LF                                     | 282        | 0 !          | 3          | 0/\$           | 0.25             | S   | -          | S    | -          |
| 3 6" PVC DB SWEEPS                               | EA                                     |            | 6 (          | )<br>]:    | 0/5            | 25.68            | \$  | _          | \$   | -          |
| 4 CARLON SPACERS                                 | EA                                     | 175        | 0            | 0          | o s            | 1.32             | \$  | -          | \$   | •          |
| 701 8E9 & 4E2 CONC ENCASE DUCT BANK              | •                                      |            |              |            |                |                  |     |            |      |            |
|  |  |            |              | D          |                |                  | \$  |            | -    | 329,902.00 |
|  |  | LESS 5% RE | TAINAGE      |            | 1              |                  | 3   | 7,075.80   | \$   | 16,495,10  |
|  |  | NET AMOU   | NT PAYABLE   |            |                |                  | \$  | 134,440.20 | \$   | 313,406.90 |
| OF CAOS OFNO TO                                  |  |            | NT DUE ON PR |            |                |                  |     |            | _    | 313,406.90 |
| PLEASE SEND TO:<br>NORTH TEXAS CONTRACTING, INC. |  |            | OUS RECEIVE  | -          |                |                  |     |            | \$   | 61,780.17  |
| P.O. 468<br>KELLER, TEXAS 78244                  |  | CURRENTA   | WOUNT DUE    | ON PROJEC  |                |                  |     |            | 2    | 261,626.73 |
| •  |  |            |              |            |                |                  |     |            |      |            |

AMOUNT UNPAID FROM PRIOR ESTIMATES AMOUNT DUE FROM CURRENT ESTIMATE

TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING INC.

134,440.20

\$ 251,626,73

M. Adde Ado 20 199

## North Texas Contracting Inc. Pay Application #3 Services Thru 10/31/99

#### **Town of Addison**

| Pay Application<br>Request    | Х | City<br>% | = | City's<br>Amount |
|-------------------------------|---|-----------|---|------------------|
| 141,516.00                    |   | 30.43%    |   | 43,063.32        |
| Less: Retainage<br>141,516.00 |   | 5.00%     |   | (7,075.80)       |

**Total Payment from City** 

35,987.52

## Post Apartment Homes/Gaylord

| Pay Application<br>Request | X | Partnership<br>% | = | Partnership<br>Amount |
|----------------------------|---|------------------|---|-----------------------|
| 141,516.00                 |   | 69.57%           |   | 98,452.68             |

**Total Payment to Contractor** 

134,440.20

### Payments from the City should be wired to:

Account:

Addison Circle Three, LTD

Account #:

ABA#:

111000614

Bank:

Bank One, Texas, N.A., Dallas, Texas

Instructions:

Notify Sheryl Smith (972)770-5139 upon receipt

Checks from the City should be made out to Addison Circle Three, Ltd

| O. CODE:        |             | /ENDOR I.D:<br>JOB I.D: |
|-----------------|-------------|-------------------------|
| G/L ACCT #      | JOB COST#   | AMOUNT                  |
| G/L AGGT II     | <del></del> |                         |
|                 | <del></del> |                         |
| 143901.70       | 70. 19258   |                         |
|                 |             | 134,440 20              |
|                 | TOTAL:      | 39,490 0                |
| SITE APPYL:     |             | V.P. APPVL: VI-15       |
| PROJ MGR A: "VL |             | V.P. APPVL:             |
| ACCTG:          |             | AIP:                    |

# TOWN OF ADDISON PAYMENT AUTHORIZATION MEMO

| DATE: | 10/19/99    | Claim # Check \$ 34, 045. 83 |
|-------|-------------|------------------------------|
| •     | Vendor No.  |                              |
|       | Vendor Name | Addison Circle Three Ltd.    |
|       | Address     | 5040 Addison Circle # 300    |
|       | Address     | Addison                      |
|       | Address     | TX                           |
|       | Zip Code    | 75001                        |

| INVOICE # OR DESCRIPTION |              | FUND | DEPT  | OBJ      | PROJ     | SAC   | AMOUNT         |
|--------------------------|--------------|------|-------|----------|----------|-------|----------------|
|                          |              | (00) | (000) | (00000)  | (00000)  | (000) | (\$000,000.00) |
| Pay App. #2              |              | 41   | 000   | 58210    | 95300    |       | 34,045.83      |
| ļ • i                    |              |      |       |          |          |       |                |
| <del></del>              |              |      |       |          |          |       | <del></del>    |
|                          | ********     |      |       |          | <br>     |       | ···            |
|                          |              |      |       |          |          |       |                |
|                          | 1911 . Figur |      |       |          | 1        |       | <u> </u>       |
|                          |              |      |       | <u> </u> | <u> </u> |       |                |

TOTAL 34, 045.83

| EXPLANATION Addison Circle Phase II !<br>Public Infrastructure - Utilities | 3       |
|--|---------|
|  |         |
| Authorized Signature 10/19/99  | Finance |



October 14, 1999

Mr. John Baumgartner Director of Public Works Town of Addison 16801 Westgrove P.O. Box 144 Addison, Texas 75001

Dear John:

Please accept this letter as our invoice in the amount of \$127,186.53 for work done by North Texas Contracting, Inc. for the period ending September 30, 1999. Three copies of their pay application are attached. Please return two executed copies to us for distribution.

STATE OF TEXAS §

§
COUNTY OF DALLAS §

**BEFORE ME**, the undersigned authority, personally appeared James F. Duffy, who, being by me duly sworn, deposed as follows:

"My name is James F. Duffy. I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated.

I am a duly authorized representative of Addison Circle Three, Ltd., a Texas limited partnership (the 'Partnership'). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

The Partnership, by assignment from the Town of Addison, Texas, is the owner and construction manager under certain construction contract documents entitled 'Town of Addison, Construction Specifications and Contract Documents, Addison Circle Public Infrastructure Phase

III' dated October 3, 1997 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase III (the 'Project'). The contractor for the project is North Texas Contracting, Inc. ('Contractor').

Attached hereto is an invoice or pay estimate for work performed on the Project by the Contractor for the time period set forth on the invoice/pay estimate. I hereby certify that the work reflected on the said invoice/pay estimate is true and correct to the best of my information and belief, that such work by the Contractor has been measured and verified in accordance with the Construction Contract, and that all Construction Contract preconditions to payment of the invoice/pay estimate have been met.

Attached hereto are copies of all material testing results in connection with this invoice/pay estimate."

ames F. Duffy Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on the 14th day of October, 1999

Notary Public, State of Texas

KIMBERLY A. RIED MY COMMISSION EXPIRES December 18, 2001

Please let us know if you have any questions.

Regards,

Executive Vice President

JFD/kar

Attachments

#### North Texas Contracting, Inc. **Monthly Pay Request** SEPTEMBER, 1999

TOWN OF ADDISON C/O POST PROPERTIES 15851 NORTH DALLAS PARKWAY, SUITE 855 DALLAS, TX 75248 PH. (972) 866-7790 # FAX (972) 666-6695

ATTN MIKE ROBBINS

CONTRACT AMOUNT \$ 435,583.00 CHANGE ORDERS

TOTAL CONTRACT \$ 435,583.00 PERCENTAGE COMPLETE 43%

| B NAME: <u>ADDISON CIRCLE PHASE ILB</u> -PUE<br>B NUMBER: 9914 | SCIO IIII              |                                |  |                       |         | PAY REQUI<br>FROM: SEP |            | - SEPT 30, 1       | 999            | torbagoliparoa-com |
|--|------------------------|--------------------------------|--|-----------------------|---------|------------------------|------------|--------------------|----------------|--------------------|
|  | epieno sistema<br>E    |                                | ONTHLY WORK                            |                       |         | CONTRACTUN             |            | IONTHLY            | TOTA           | _                  |
| M DESCRIPTION  | UNIT (                 | YUANTITY (                     | N CONTRACT                             | ON CONTRAC            | X  <br> | PRICE                  | 1          | MOUNT              | AMO            | (NI                |
| BID PACKAGE "C" UTILITIES                                      | PERFECTORS (1995-1995- | [-5-1-5:5-1-7:5+1+1+1-1-1+3:7+ | (************************************* | -2-214-112-113-112-11 | 7       |                        |            |                    |                |                    |
| SCHEDULE III   |                        |                                |  |                       | -       |                        |            |                    |                |                    |
| 301 MOBILIZATION   | LS                     | 1                              | 0.67                                   | ~                     | - [1    | \$ 7,000.0             | <b>10</b>  | \$ 4,690.00        | \$             | 7,000.0            |
| 302 SUPERINTENDENT   | LS                     | 1                              | 0.25                                   | _                     | 05      | \$ 3,000.0             | XO :       | \$ 750.00          | \$             | 1,500.0            |
| 303 18° CL-III RCP   | ĹF                     | 254                            | 0                                      |                       | ļo      | \$ 54.0                | <b>X</b>   | 5 -                | \$             | -                  |
| 304 21° CL-III RCP   | <b>LF</b>              | 222                            | ٥                                      |                       | [0      | -                      |            | \$ -               | 5              | -                  |
| 305 24° CL-III RCP   | LF                     | 285                            | Ó                                      |                       | 0       |                        |            | \$ -               | \$             | -                  |
| 306 27" CL-III RCP   | ᄕ                      | 366                            | 0                                      |                       | 0       | -                      |            | <b>s</b> -         | \$             | -                  |
| 307 38" CL-III RCP   | ĻF                     | 70                             | o                                      |                       | 0       |                        |            | <b>5</b> -         | \$             | -                  |
| 308 REMIDISPOSE EXIST INLET                                    | EA                     | 2                              | 2                                      |                       | 2       | <b>\$</b> 550.0        |            | \$ 1,100.00        | \$             | 1,100.0            |
| 309 REMIDISPOSE EXIST CONC PIPE                                | LF                     | 114                            | 114                                    |                       | 114     | •                      |            | <b>\$</b> 1,710.00 | \$             | 1,710.0            |
| 310 6" MOD RECESSED CURB INLET                                 | EA                     | 1                              | 0                                      |                       | 0       | ,                      |            | <b>s</b> -         | \$             | -                  |
| 311 6' RECESSED CURB INLET (XTRA DEPTH)                        | EA                     | 3                              | O                                      |                       | 0       |                        |            | <b>\$</b> -        | \$             | •                  |
| 312 10' MOD RECESSED CURB INLET                                | EA                     | 1                              | 9                                      |                       | 0       | -                      |            | <b>S</b> -         | £              | -                  |
| 313 10 MOD RECESS INLET (EXTRA DEPTH)                          | EA                     | 1                              | 0                                      |                       | 0       |                        |            | <b>5</b> -         | \$             | -                  |
| 314 5' X 5' TYPE "Y" INLET WIAPRON                             | EA                     | 1                              | 0                                      |                       | 0       |                        |            | <b>S</b> -         | \$             | •                  |
| 315 TYPE "A" STORM WATER MANHOLE                               | EA                     | 2                              | 0                                      |                       | 0       | -                      |            | <u> </u>           | 3              | -                  |
| 316 TYPE "B" STORM WATER MANHOLE                               | EA                     | •                              | 0                                      |                       | 1 -     | \$ 6,000.0             |            | 5 -                | \$             | •                  |
| 317 ADJ EXIST STORM MANHOLE                                    | EA                     | 1                              | 0                                      |                       | 0       | •                      |            | \$ -               | \$             | -                  |
| 318 RCP 80 DEG FACTORY WYE CONN                                | EA                     | 8                              | 0                                      |                       | 1 -     | \$ 300.0               |            | <b>\$</b> -        | \$             | -                  |
| 319 24" RCP 45 DEG FACTORY BEND                                | EA                     | 1                              | 0                                      |                       | 1 -     | \$ 245.0               | -          | <b>S</b> -         | \$             | -                  |
| 320 PIPE TO PIPE CONNECTION                                    | EA                     | 1                              | 0                                      | l                     |         | \$ 400.                | -          | <b>S</b> -         | 3              | -                  |
| 321 PRECAST CONC PLUG FOR RCP                                  | EA                     | 5                              | 0                                      |                       | - 1 -   | \$ 100.0               |            | <b>S</b> -         | \$             | -                  |
| 322 INLET PROTECTION   | EA                     | 8                              | 0                                      |                       | 1 -     | \$ 250.                |            | <b>5</b> -         | \$             | -                  |
| 323 SILT FENCE   | ᄩ                      | 1520                           | 0                                      |                       | - 1 -   | \$ 2,1                 | -          | 3 -                | \$<br>\$       | _                  |
| 324 STABILIZED CONST ENTRANCE                                  | SY                     | 22                             | 0                                      |                       |         | \$ 18.1<br>\$ 500.     |            | \$ -<br>\$ -       | \$             | EAA                |
| 325 TRENCH SAFETY DESIGN                                       | ເຮ                     | 1                              | 0                                      |                       |         | \$ 500.<br>\$ 1.       |            | \$ -               | •              | 500.               |
| 326 TRENCH SAFETY  | Œ                      | 1197                           | 0                                      |                       |         | 5 4.                   |            | <b>S</b> -         | Š              | -                  |
| 327 2" PVC SHC-40 SLEEVE                                       | LF                     | 306                            | 0                                      |                       |         | -                      | - 1        | \$ -               | \$             | _                  |
| 328 3" PVC SCH-40 SLEEVE                                       | LF<br>LF               | 3108                           | 0                                      |                       |         | \$ 5.                  |            | \$ -               | Š              |                    |
| 329 4" PVC SCH-40 SLEEVE                                       | LF                     | 512<br>194                     | 0                                      |                       | 1 -     |                        |            | s -                | S              | _                  |
| 330 6" PVC SCH-40 SLEEVE                                       | L.                     | <del>ר</del> סו                |  |                       | ٦       | , <b>3</b>             | ~          | •                  | •              | _                  |
| SCHEDULE IV<br>401 8" SDR-35 PVC                               | UF.                    | 533                            | 500                                    | سا (                  | 4       | ) \$ 37.               | 00         | \$ 18,500,00       | S              | 18,500.            |
| 402 6* SDR-35 PVC LAT W/2-WAY C/O                              | ÉA                     | 5                              | 0.00                                   |                       | 7       |                        | -          | \$ -               |                | 10,500             |
| 403 5' DIA MANHOLE   | EA                     | 2                              | 1                                      |                       | - 1 -   | \$ 4,100               |            | \$ 4,100,00        | \$             | 4,100              |
| 404 PERFORM T.V. INSPECTION                                    | UF.                    | 533                            | Ċ                                      |                       | 1       |                        |            | \$ -               |                | -, 100             |
| 405 CONNECT TO EXISTING MANHOLE                                | EA                     | 1                              | 1                                      | _                     |         | \$ 1,000.              |            | \$ 1,000.00        | 5              | 1.000              |
| 406 TRENCH SAFETY  | ぼ<br>년                 | 703                            |  | V                     | 1       |                        |            | \$ 500.00          |                | 500                |
| SCHEDULE V   |                        |                                |  |                       | -       |                        |            |                    |                |                    |
| 501 CONCRETE BLOCKING  | CY                     | 2.8                            | E                                      | )                     | 10      | ) <b>\$ 25</b> 0.      | 00         | s -                | . \$           | ٠, ١, ٠            |
| 502 D.I. FITTINGS (CL-250)                                     | TON                    | 1,1                            | ĩ                                      |                       | 10      |                        |            |                    | 5              | ノ 📐 .              |
| 503 4" DR-18 CL-150 WATER PIPE                                 | LF                     | 16                             | ď                                      | )                     |         |                        | 00         |                    | \$             |                    |
| 504 6" DR-18 CL-150 WATER PIPE                                 | UF                     | 80                             | C                                      | )                     |         |                        | 00         |                    | \$.            | ` \                |
| 505 8" DR-18 CL-150 WATER PIPE                                 | LF                     | 1006                           | Č                                      |                       |         |                        | 00         |                    | S.             | <b>5</b> .         |
| 508 4" GATE VALVE/BOX  | £Α                     | 3                              | Č                                      |                       | - 1     | \$ 550.                |            |                    | 1,7 <u>4</u> , |                    |
| 507 6° GATE VALVE/BOX  | EA                     | 6                              | Ċ                                      | )                     |         |                        | ^^         |                    | Š              | //                 |
| 508 8" GATE VALVE/BOX  | EA                     | 5                              | E                                      | )                     | 10      | \$ 7,50.               | 00         | <b>3</b> (7,7)     | S              |                    |
| 509 FIRE HYDRANT   | EA                     | 4                              | C                                      | <b>&gt;</b>           |         | ) \$ 1,400.            | <b>0</b> 0 | <b>\$</b> 27       | .\$-           | ~                  |
| 510 CONNECT TO EXISTING MAIN                                   | EA                     | 2                              | •                                      | )                     | - 10    | \$ 800.                |            |                    | /\$            |                    |
| 511 2" TYPE "K" COPPER SERVICE                                 | EA                     | 3                              | (                                      | )                     | 10      | <b>\$</b> 1,200.       |            |                    | \$             |                    |
| 512 4" DR-18 CL-150 SERVICE LINE                               | EA                     | 2                              | C                                      | 1                     | 10      | 3 750.                 | nn'        | s - /              | e.             |                    |

#### North Texas Contracting, Inc. **Monthly Pay Request** SEPTEMBER, 1999

TOWN OF ADDISON C/O POST PROPERTIES 15851 NORTH DALLAS PARKWAY, SUITE 855 DALLAS, TX 75248 PH. (972) 866-7790 // FAX (972) 866-6695

ATTN MIKE ROBBINS

OJ MGR AF TIL

6

CTG:

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

V.P. APPVL

A/P:

CONTRACT AMOUNT \$ 435,583.00 CHANGE ORDERS

TOTAL CONTRACT \$ 435,583.00 PERCENTAGE COMPLETE 43%

PAY REQUEST #.2

| PLEASE SEND TO:  NET AMOUNT DUE ON PROJECT LESS PREVIOUS RECEIVED TO DATE  NEUS TIE ALL DO US TEACH CONSTRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT  DE:  NONTRICTEXAS 7624ENDOR I.D:  VACTIP.O #:  JOB LD:  AMOUNT AMOUNT DUE FROM CURRENT ESTIMATES  AMOUNT AMOUNT DUE FROM CURRENT ESTIMATE  FOR 13 178.986.7  \$ 178.986.  | JOB NUMBER: 9914                |   |          |                  |           | ······································ | F        | ROM: SEPT                             | 1 - 5 |                             |               | and or the second second |
|---|---------------------------------|---|----------|------------------|-----------|--|----------|---------------------------------------|-------|-----------------------------|---------------|--------------------------|
| \$33 6T DR-18 CL-150 FIRE SERVICE LINE  |                                 | Addition of the second                  | innine.  |                  |           |  |          |                                       |       | THLY 1                      | IOTA          | L                        |
| \$13 or DR-18 CL-150 PRIES SERVICE LINE \$151 or 112 PERSEY WARD LINE \$151 or 14 PERSEY WARD LINE \$151 or 15 PERSON BOY DBL CHECK \$A 2 0 0 \$ 5,500,00 \$ . \$ . \$   | TEM DESCRIPTION                 |   | Oru (    |                  |           |  |          |                                       |       | 7-1-117-1-1-1-1-1-1-1-1-1-1 |               | 202-101-2-2-2-1-2-2-2-2  |
| Shi 11/27 HERSEY MORIDOMETER EA 2 0 0 5 5000.00 5 5 515 4 FRESEY MORIDOMETER EA 2 0 0 5 5000.00 5 5 516 6 FRESEY MORIDOMETER EA 2 0 0 5 5000.00 5 5 517 LS FEBOS 8057 DBI CHECK EA 3 0 0 5 5000.00 5 5 5 517 LS FEBOS 8057 DBI CHECK EA 3 0 0 5 5000.00 5 5 5 517 LS FEBOS 8057 DBI CHECK EA 3 0 0 5 5000.00 5 5 5 518 MS-SH 177 X2F CONC BOX EA 4 0 0 5 4000.00 5 5 5 519 MY-409-001-5 CONC BOX WBILLOU UD EA 4 0 0 5 4000.00 5 5 5 519 MY-409-001-5 CONC BOX BOX WBILLOU UD EA 4 0 0 5 4000.00 5 5 5 519 MY-409-001-5 CONC BOX MBILLOU UD EA 4 0 0 5 4000.00 5 5 5 519 MY-409-001-5 CONC BOX BOX WBILLOU UD EA 4 0 0 5 4000.00 5 5 5 522 TRENCH SAFETY LS 1 0 0 5 750.00 8 5 5 522 TRENCH SAFETY LS 1 1 0 0 5 750.00 8 5 5 522 TRENCH SAFETY LS 1 1 0 0 5 750.00 8 5 5 522 2000 FSI CONC ENCASE DUCT BANK LF 273 273 273 273 2 13 5 123.00 \$ 33,578.   | 513 6" DR-18 CL-150 FIRE SERVIC | ELINE                                   | EA       | 2                |           |  | þ s      |                                       |       | -                           | \$            | -                        |
| 515 4* HERSEY MCT II COMPOUND METER  515 6* HERSEY DOLD IDETECTOR CHECK  517 1.5* FEBOD 805Y DBI CHECK  517 1.5* FEBOD 805Y DBI CHECK  518 1.5* FEBOD 805Y DBI CHECK  519 1.5* FEBOD 805Y DBI CHECK  510 1.5* FEBOD 805Y   |                                 | _                                       | EΑ       | 3                | G         |  | þ s      |                                       |       | ~                           | \$            | -                        |
| 516 6T HERSEY DOCHI DETECTOR CHECK EA 2 0 0 5 5,000.00 5 - 3 517 LSF FEBOO 805 YOR CHECK EA 3 0 0 0 5 280.00 5 - 3 517 LSF FEBOO 805 YOR CHECK EA 3 0 0 0 5 280.00 5 - 3 518 MY-409.00-5 COND 80X WIRILCO UD EA 4 0 0 0 5 4,400.00 5 - 5 519 MY-409.00-5 COND 80X WIRILCO UD EA 4 0 0 0 5 4,400.00 5 - 5 520 TRENCH SAFETY LF 732 0 0 5 1.00 5 - 5 521 PERPORT WATER TEST LS 1 0 0 5 750.00 8 - 5 522 2000 FSI CONC ENCASEMENT LF 20 0 0 5 760.00 8 - 5 522 2000 FSI CONC ENCASEMENT LF 20 0 0 5 40.00 5 - 5 522 2000 FSI CONC ENCASE DUCT BANK LF 273 273 273 273 5 123.00 \$ 33,579.00 \$  | •                               |   | EA       | 2                | O         |  | o:       |                                       |       | -                           | 5             | -                        |
| 517 1.5" FEBCO 885Y DBI. CHECK 518 8545 H 77 287 COON BOX 518 874490-801-5 CONN BOX WIBILCO UD 518 874490-801-5 CONN BOX WIBILCO UD 518 8745 H 77 287 COON BOX WIBILCO UD 520 TRENCH SAFETY 521 PERFORM WATER TEST 522 1000 PSI CONC ENCASE DUCT BANK 51 72 282 CONC BOX SEDUCT BANK 52 SCHEDULE VII 501 685 8 482 CONC BOXASE DUCT BANK 51 51 51 51 51 574.00 \$ 3,774.00 \$   |                                 |   | EA       | 2                | 0         |  | I -      |                                       |       | -                           | 2             | -                        |
| SIS BASCH 17 X 26" CONO BOX WIRDLOO UD EA 4 0 0 0 \$ 4.400.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$   |                                 |   | ĘΑ       | 3                | 0         |  | 1-       |                                       |       | -                           | 5             | •                        |
| \$19 MY-490-801-5 CONC BOX WBILCO LID EA  |                                 |   | ĒΑ       | 8                | Ď         |  | I -      | -                                     |       | -                           | 2             | -                        |
| S20 TRENCH SAFETY  \$21 PERPORM WATER TEST  \$22 2000 PSI CONC ENCASEMENT  \$22 2000 PSI CONC ENCASEMENT  \$31 ENERGY BARRIEST  \$32 2000 PSI CONC ENCASE DUCT BANK  \$42 2000 ENCASE DUCT BANK  \$42 2000 ENCASE DUCT BANK  \$44 2000 ENCASE DUCT BANK  \$45 47 47 47 47 47 47 47 47 47 47 47 47 47  |                                 | JILCO UD                                | EΑ       | 4                | 0         |  | 1        |                                       |       | -                           | 5             | •                        |
| \$21 PERPORN WATER TEST   |                                 |   | LF       | 732              | 0         |  |          | •                                     | _     | -                           | 5             | -                        |
| SCHEDULE VII  SCHEDULE VII  SCHEDULE VII  SCHEDULE VII  TO BEES 4E2 CONC ENCASE DUCT BANK  LF 51 51 51 74.00 \$ 33,579.00 \$ 33,579.00  702 462 CONC ENCASE DUCT BANK  LF 51 51 51 74.00 \$ 3,774.00 \$ 3,774.00  703 463 642 CONC ENCASE DUCT BANK  LF 47 47 47 5 107.00 \$ 5,029.00 \$ 5,029.00  704 665 CONC ENCASE DUCT BANK  LF 47 47 47 5 107.00 \$ 5,029.00 \$ 5,029.00  705 465 CONC ENCASE DUCT BANK  LF 488 308 408 \$ 100.00 \$ 30,000.00  705 665 CONC ENCASE DUCT BANK  LF 488 308 408 \$ 100.00 \$ 30,000.00  705 705 TULE 3-WAYN MARHOLE  EA 2 0 2 \$ 14,670.00 \$ - 5 22,340.00  706 CONNECT TO EXIST SWITCH-GEAR  EA 8 8 8 8 8 4750.00 \$ 3,000.00 \$ 3,000.00  706 37 PVC SCHEDULE 40  LF 1332 1332 1332 1332 150.00 \$ 800.00 \$ 800.00  706 37 PVC SCHEDULE 40  LF 1332 1332 1332 150.00 \$ 800.00 \$ 800.00  701 SWITCH PAD  EA 1 1 1 1 \$ 2,000.00 \$ 2,000.00 \$ 2,000.00  TO EXIST SWITCH-GEAR  LESS 5% RETAINAGE  NET AMOUNT PAYABLE  TOTAL WORK PERFORMED  LESS 5% RETAINAGE  NET AMOUNT DUE ON PROJECT  LESS PREVIOUS RECEIVED TO DATE  STORED MATERIALS  1 6° DB120 PVC PIPE  LF 2820 -2820 0 \$ 1.67 \$ (8,383.40) \$ - 127,198.30  1 707 LESS 5% RETAINAGE  NET AMOUNT DUE ON PROJECT  LESS PREVIOUS RECEIVED TO DATE  STORED SWEEPS  EA 8 6 0 \$ 25.86 \$ (207.04) \$ - 127,198.30  1 707 LESS 5% RETAINAGE  NET AMOUNT DUE ON PROJECT  LESS PREVIOUS RECEIVED TO DATE  STORED SWEEPS  EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ 1.74,966.10  EXEMPTR: TEXAS 7824ENDOR L.D:  ACCTIP-O 45:  AMOUNT AMOUNT DUE ON PROJECT  LESS PREVIOUS RECEIVED TO DATE  STORED SWEEPS  EA 1750 -1750 0 \$ 1.750 0   |                                 |   | LS       | 1                | 0         |  | 0        |                                       | -     | -                           | 5             | -                        |
| 701 8EB 8 4EZ CONC ENCASE DUCT BANK 1F 273 273 273 \$1 \$23.00 \$33,578.00 \$33,578.00 \$33,578.00 \$33,578.00 \$33,578.00 \$33,578.00 \$33,578.00 \$33,7   |                                 | T                                       | ᄕ        | 20               | 0         |  | 0 :      | \$ 40.00                              | \$    | •                           | £             | -                        |
| 703 462 CONC ENCASE DUCT BANK  1F 51 51 73 107.00 \$ 3,774.00 \$ 3,7  | SCHEDULE VII                    |   |          |                  |           | _                                      |          |                                       | •     | 22                          | •             | 22 <del>570</del> 00     |
| 703 4E6 & 4E2 CONG ENCASE DUCT BANK  1F 47 47 47 5 107.00 \$ 5.028.00 \$ 5.028.00  704 6E6 CONG ENCASE DUCT BANK  1F 408 308 408 \$ 100.00 \$ 20.800.00 \$ 40.800.00  705 6E2 & 866 CONG ENCASE DUCT BANK  1F 168 168 168 188 \$ 142.00 \$ 2.3.856.00 \$ 23.85  | 701 6E6 & 4E2 CONC ENCASE DU    | IÇT BANK                                | _        |                  |           |  |          |                                       |       | -                           |               | -                        |
| 704 SEE CONC ENCASE DUCT BANK  IF 408 308 408 \$ 100.00 \$ 30,800.00 \$ 40,800.00  705 SE2 & 866 CONC ENCASE DUCT BANK  IF 668 168 168 184 \$ 142.00 \$ 23,856.00 \$ 23,856.00  705 TUL 9-3WAY MANHOLE  EA 2 0 0 2 \$ 14,670.00 \$ -52,365.00  707 CONNECT TO EXIST SWITCHGEAR EA 8 8 8 8 8 8 100.00 \$ 800.00  708 OF DR PYC BO DEG SWEEP 96"  EA 8 8 8 8 8 8 100.00 \$ 800.00  709 ST PYC SCHEDULE 40  IF 1332 1332 1332 1322 \$ 6.50 \$ 8,858.00  710 4" PYC SCHEDULE 40  IF 1332 1332 1322 \$ 6.50 \$ 8,858.00  710 4" PYC SCHEDULE 40  IF 120 120 120 120 120 5 7.00 \$ 840.00 \$ 840.00  EA 1 1 1 1 \$ 2,000.00 \$ 2,000.00  STORED MATERIALS  1 6" DB 120 PYC PIPE  IF 5020 5020 0 \$ 1.67 \$ (8,383.40) \$ -2.200.00  3 6" PYC DB SWEEPS  EA 8 8 8 9 9 10 \$ 0.25 \$ (705.00) \$ -2.200.00  TOTAL WORK PERFORMED  LESS 5% RETAINAGE  NET AMOUNT DUE ON PROJECT  LESS PREVIOUS RECEIVED TO DATE  STORED MATERIALS  1 10 1 \$ 133,880.50 \$ 188.366.00  1 127,186.53 \$ 178.986.10  1 127,186.53 \$ 178.986.10  1 127,186.53 \$ 178.986.10  2 127,186.53 \$ 178.986.10  2 127,186.53 \$ 178.986.10  2 127,186.53 \$ 178.986.10  2 127,186.53 \$ 178.986.10  2 127,186.53 \$ 178.986.10  2 127,186.53 \$ 178.986.10  2 127,186.53 \$ 178.986.10  3 178.98  |                                 |   |          |                  |           |  | I        | _                                     |       |                             |               |                          |
| 706 SEZ & BES CONC ENCASE DUCT BANK LF 168 168 168 128 14500 \$ 23,856.00 \$ 23,856.00 708 T.U.E 3.WAY MANHOLE EA 2 0 2 1 14570.00 \$ 3,800.00 \$ 3,800.00 708 T.U.E 3.WAY MANHOLE EA 2 0 2 1 14570.00 \$ 3,800.00 \$ 3,800.00 708 T.U.E 3.WAY MANHOLE EA 8 8 8 8 5 47500 \$ 3,800.00 \$ 3,800.00 708 T.V.C SCHEDULE 40 LF 1322 1332 1332 \$ 6.50 \$ 8,658.00 \$ 8,000.00 \$ 708 T.V.C SCHEDULE 40 LF 120 120 120 100 \$ 7.00 \$ 840.00 \$ 840.00 \$ 840.00 \$ 100.0                            | 703 4E6 & 4E2 CONC ENCASE DU    | ICT BANK                                | -        |                  |           | -                                      | 1        |                                       |       |                             |               |                          |
| TUS BEZ & BES CONC ENCASE DUCT BANK LF 166 168 188 142.00 \$ \$2.895.00 \$ \$2.395.00 \$  |                                 |   | _        |                  |           |  | 1 -      |                                       | -     | -                           | -             |                          |
| 706 TOURST SWITCHGEAR EA 8 8 8 100.00 \$ 3,800.00 \$ 3,800.00 \$ 3,800.00 \$ 600.00 706 6° DB PVC 90 DEG SWEEP 36° EA 8 8 8 100.00 \$ 800.00 \$ 600.00 \$       | 705 8E2 & 8E6 CONC ENCASE DU    | ICT BANK                                | LF       |                  |           |  | 1        | •                                     |       | -                           |               |                          |
| 700 6** DB PVC SID DEG SWEEP 36**  EA 8 8 700.00 \$ 800.00  | 708 T.U.E 3-WAY MANHOLE         |   | EΑ       | _                |           |  |          |                                       | _     |                             | - 1           |                          |
| 708 5 PVC SCHEDULE 40  1F 1332 1332 132 5 6.50 \$ 8,658.00 \$ 8,658.00 \$ 8,858.00 710 4° PVC SCHEDULE 40  1F 120 120 120 5 7.00 \$ 840.00 \$ 640.00 711 SWITCH PAD  EA 1 1 1 \$ 2,000.00 \$ 2,000  | 707 CONNECT TO EXIST SWITCH     | HGEAR                                   |          |                  | _         |  |          |                                       |       |                             |               | _                        |
| 710 & PVC SCHEDULE 40  711 SWITCH PAD  EA  1 1 1 1 1 \$ 2,000.00 \$   | 708 6" DB PVC 90 DEG SWEEP 3    | 6 <b>"</b>                              |          | _                |           |  |          | -                                     |       |                             | -             |                          |
| 711 SWITCH PAD  EA  1 1 1 1 5 2,000.00 \$ 2,000.00 \$ 2,000.00  STORED MATERIALS  1 6" DB120 PVC PIPE  UF 2820 -2820 0 \$ 0.25 \$ (705.00) \$ -2.000.00  3 6" PVC DB SWEEPS  EA 8 8 8 6 0 \$ 25.88 \$ (207.04) \$ -3.000.00  4 CARLON SPACERS  EA 1750 -1750 0 \$ 1.87 \$ (8,383.40) \$ -3.000.00  TOTAL WORK PERFORMED  LESS 5% RETAINAGE  NET AMOUNT PAYABLE  NET AMOUNT PAYABLE  NET AMOUNT DUE ON PROJECT  LESS PREVIOUS RECEIVED TO DATE  105 TREAL CONSTRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT  E: MECHANICATE CONSTRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT  STORED MATERIALS  1 5 2,000.00 \$ 2,000.00 \$ 2,000.00  S 1.87 \$ (8,383.40) \$ -4.000 \$ -4.   | 709 3T PVC SCHEDULE 40          |   | _        | ·                |           | -                                      |          | -                                     |       | -                           |               |                          |
| STORED MATERIALS  1 6" DB120 PVC PIPE   | 710 4" PVC SCHEDULE 40          |   | -        |                  |           |  | Т -      |                                       |       |                             |               |                          |
| 1 6" DB120 PVC PIPE  1 5020 5020 0 \$ 1.67 \$ (8,383.40) \$ 1 22 DB120 PVC PIPE  1 F 2820 2820 0 \$ 0.25 \$ (705.00) \$ -   | 711 SWITCH PAD                  |   | EA       | 1                | 1         |  | ]        | \$ 2,000.00                           | 3     | 2,000,00                    | •             | 2,000.00                 |
| 2 2 DB120 PVC PIPE  3 6 PVC DB SWEEPS  4 CARLON SPACERS  EA  B  1750  1750  10 \$ 0.25 \$ (705.00) \$  2 25.88 \$ (207.04) \$  4 CARLON SPACERS  EA  1750  1750  10 \$ 1.32 \$ (2,310.00) \$  10 \$ 1.32 \$ (2,310 |                                 | ALS                                     |          |                  |           | ./                                     | }_       |                                       | _     | co coo 461                  | _             |                          |
| 3 6" PVC DB SWEEPS EA B -8 0 \$ 25.88 \$ (207.04) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 -1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 0 \$ 1.32 \$ (2,310.00) \$ -4 CARLON SPACERS EA 1750 0 \$ 1.32 \$ (2,310.00) \$ 1.32 \$ (2,31   | 1 6" DB120 FVC PIPE             |   | _        |                  |           |  | 4 '      |                                       |       |                             |               | -                        |
| TOTAL WORK PERFORMED LESS 5% RETAINAGE  NET AMOUNT PAYABLE  NET AMOUNT DUE ON PROJECT LESS PREVIOUS RECEIVED TO DATE LESS PREVIOUS RECEIVED TO DATE SUSTREALLY TOTAL STRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT LESS PREVIOUS RECEIVED TO DATE SUSTREALLY TOTAL STRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT DE: MEDIATR: TEXAS 782 VENDOR I.D:  ACTIP.O #:  JOB LD: AMOUNT AMOUNT DUE FROM PRIOR ESTIMATES PLANT TOTAL WORK PERFORMED  \$ 133,880.56 \$ 188,386.0  \$ 178,966.7  \$ 178,   | 2 2" DB120 PVC PIPE             |   | ᄕ        |                  |           |  | 1-       | -                                     | _     |                             |               | •                        |
| TOTAL WORK PERFORMED LESS 5% RETAINAGE  NET AMOUNT PAYABLE  NET AMOUNT DUE ON PROJECT LESS PREVIOUS RECEIVED TO DATE LESS PREVIOUS RECEIVED TO DATE  S 178,986.7    | 3 6" PVC OB SWEEPS              |   | EA       |                  |           |  | 1 -      |                                       | _     |                             |               | -                        |
| NET AMOUNT PAYABLE  NET AMOUNT DUE ON PROJECT LESS PREVIOUS RECEIVED TO DATE  PLEASE SEND TO: LESS PREVIOUS RECEIVED TO DATE  S 178,966.7   | 4 CARLON SPACERS                | •                                       | EA       | 1750             | -1750     |  | 0        | \$ 1.32                               | •     | (2,310.00)                  | Ð             | -                        |
| PLEASE SEND TO:  NET AMOUNT DUE ON PROJECT LESS PREVIOUS RECEIVED TO DATE  BUSINEALLY LESS PREVIOUS RECEIVED TO DATE  DE: MONTR: TEXAS 762 VENDOR I.D:  ACT/P.O #:  JOB LD: AMOUNT DUE FROM PRIOR ESTIMATES PLEASE SEND TO:  S 178,966.7  \$ 178,966.7  |                                 |   |          |                  |           |  |          |                                       |       |                             |               |                          |
| NET AMOUNT PAYABLE  NET AMOUNT DUE ON PROJECT LESS PREVIOUS RECEIVED TO DATE  S 178,966.7   |                                 |   |          | _                |           | )                                      |          |                                       | \$    | <del>-</del>                |               |                          |
| PLEASE SEND TO:  PLEASE SEND TO:  LESS PREVIOUS RECEIVED TO DATE  S 178,966.7  S 178,966.7  S 178,966.7  DE:  MOUNT EXAMPLE TEXAS 762 FENDOR I.D:  ACT/P.O #:  JOB LD:  AMOUNT UNPAID FROM PRIOR ESTIMATES  AMOUNT AMOUNT DUE FROM CURRENT ESTIMATE  S 178,966.7  |                                 |   |          | LESS 5% RETAI    | NAGE      |  |          |                                       | 3     |                             |               | 9,419.30                 |
| PLEASE SEND TO:  PLEASE SEND TO:  LESS PREVIOUS RECEIVED TO DATE  BUS REALLY TEXAS CONSTRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT  DE:  MOUNT EXAMPLE TEXAS 7824ENDOR I.D:  ACT/P.O #:  JOB I.D:  AMOUNT AMOUNT DUE FROM PRIOR ESTIMATES  AMOUNT AMOUNT DUE FROM CURRENT ESTIMATE  S 178,986.3  \$ 178,986.3  |                                 |   |          | NET AMOUNT'S     | AYABLE    |  |          | ωK                                    | . 🐔   | 127,188.53                  | <b>)</b> :    | 178,966.70               |
| PLEASE SEND TO:  LESS PREVIOUS RECEIVED TO DATE  S  178,966.  DE: MONTR: TEXAS 762 VENDOR I.D:  ACT/P.O #:  JOB I.D: AMOUNT UNPAID FROM PRIOR ESTIMATES  AMOUNT AMOUNT DUE FROM CURRENT ESTIMATE  S  5 1,780.  S 127,186.  1 27,186.  3 178,966.  |                                 |   |          |                  |           |  |          | U                                     | . (   |                             |               |                          |
| PLEASE SEND TO:  LESS PREVIOUS RECEIVED TO DATE  BUSINEALLS INUST CONSTRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT  DE: MONTR: TEXAS 762 VENDOR I.D:  ACT/P.O #:  JOB I.D: AMOUNT AMOUNT DUE FROM PRIOR ESTIMATES ON PROJECT  S 178.966.  5 178.966.  1 27.1% 53 TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING INC.  \$ 178.966.   |                                 |   |          | NET AMOUNT F     |           | NECT                                   |          |                                       |       | 1                           |               | 470 000 70               |
| SUSTREAL TOTAL CONSTRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT  S 178,986.   | DI FASE SEND TO                 |   |          |                  | . –       |  |          |                                       |       | /                           | \$            | 170,000.10               |
| SE: MICHTR: TEXAS 762 VENDOR I.D:  ACT/P.O #: JOB I.D: AMOUNT UNPAID FROM PRIOR ESTIMATES PAIR AND S 127,186.5  CCT # JOB COST # AMOUNT AMOUNT DUE FROM CURRENT ESTIMATE (6.2 / 3) 5 127,186.5  201, 2010 19259 127,186.5  TOTAL AMOUNT DUE NORTH TEXAS CONTRACENCEME. \$ 176,866.  | - ANDREAS CONTRAC               | TING INC                                | SEK 3    |                  |           |  | ]        |                                       |       | $\mathcal{T}$               | _             | 4770 000 770             |
| ACTIP.O #:  JOB I.D:  AMOUNT UNPAID FROM PRIOR ESTIMATES OF TOTAL AMOUNT DUE FROM CURRENT ESTIMATE  (CCT # JOB COST # AMOUNT AMOUNT DUE FROM CURRENT ESTIMATE)  \$ 127,186.5  \$ 178,966.5  |                                 | DOD I D                                 | VEP      | CURRENT AMO      | UNT DUE Q | N PROJECT                              |          | Canl                                  | 119   |                             | 2             | 178,966.70               |
| S 127,186.5  SOLUTION OF THE TEXAS CONTRACTING INC. 127,186.5  S 127,186.5  S 127,186.5  S 176,866.5  |                                 |   |          | AMOU   17 (1825) | ID CBOH O | NO COTIL                               | Ļ        |                                       | /~/   | Mr. /-                      |               | E1 700 17                |
| 901, 2470 192 59 127186, 53 TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING INC. \$ 178,888:   |                                 |   | UNT      | AMOUNT DUE       | FROM CURF | RENT ESTIM                             | IAT      | E/ Park                               | 131   | 1997                        | 5<br><b>5</b> | 127,186.53               |
| TOTAL: \$ 27. 86.53 M. Rolling  |                                 |   |          |                  |           |  | 1        | 4 1 / 2                               |       | <i>,</i> —                  | •             | 178 988 70               |
| 10TAL: \$ 27.86.53 M. Robbins   |                                 | + · · · · · · · · · · · · · · · · · · · | <u> </u> | 10171            | DUL HOR   |  | 7        | · · · · · · · · · · · · · · · · · · · |       |                             | •             | 10,300                   |
| TOTAL: \$ 27. 86.53 // M. Robbuth   |                                 | 101                                     | AL       | A COLOR          | ,,,,,     |  |          | _                                     | _     | ~/                          | 4             | · , al                   |
| TOTAL: \$ 27. 86.53 // M. 100 11/2  |                                 | 111                                     | 7        | דייאע            |           | _                                      |          | _/                                    |       | 1.01                        | אנא           | A.                       |
|   | TOTAL:                          |   | đ        | 27 186.          | 55        | r <b>-/</b> ,                          | <b>F</b> | ~ · / ·                               | n     | (.  <i>U</i>                |               | 11/2                     |
| M   | WL:                             |   | 7-       |                  |           | / !                                    |          | () K.                                 | 11    | · ·                         | 44            | To and the same          |

## North Texas Contracting Inc. Pay Application #2 Services Thru 09/30/99

#### **Town of Addison**

| Pay Application<br>Request    | Х         | City<br>%      | = | City's<br>Amount |
|-------------------------------|-----------|----------------|---|------------------|
| 133,880.56                    |           | 30.43%         |   | 40,739.85        |
| Less: Retainage<br>133,880.56 |           | 5.00%          |   | (6,694.03)       |
| 7                             | Total Pay | ment from City |   | 34,045.83        |

## Post Apartment Homes/Gaylord

| Pay Application<br>Request | Х         | Partnership<br>% | =   | Partnership<br>Amount |
|----------------------------|-----------|------------------|-----|-----------------------|
| 133,880.56                 |           | 69.57%           |     | 93,140.71             |
|                            | Total Pay | ment to Contract | tor | 127,186.53            |

## Payments from the City should be wired to:

Account:

Addison Circle Three, LTD

Account #:

ABA #:

111000614

Bank:

Bank One, Texas, N.A., Dallas, Texas

Instructions:

Notify Sheryl Smith (972)770-5139 upon receipt

Checks from the City should be made out to Addison Circle Three, Ltd

# TOWN OF ADDISON PAYMENT AUTHORIZATION MEMO

| DATE:           | 9/15/99                                 | Claim                                  | #            |                  | -                         | Check   | • <u>13, 860.</u> 73 |
|-----------------|---|--|--------------|------------------|---------------------------|---------|----------------------|
|                 | Vendor No.                              |  | ·            |                  |                           |         |                      |
|                 | Vendor Name                             | Ad                                     | diso         | n C              | irde                      | Th      | ree Ltd.             |
|                 | Address                                 | <u>50</u>                              | 40           | Addi             | don C                     | ircle   | ree Ltd.<br>e #300   |
|                 | Address                                 |  | disc         |                  |                           | ·       |                      |
|                 | Address                                 | TX                                     |              |                  |                           |         |                      |
|                 | Zip Code                                | 75                                     | 001          |                  |                           | _       |                      |
|                 |   | Ĵ                                      |              |                  |                           |         |                      |
| INVOICE         | # OR DESCRIPTION                        | FUND                                   | DEPT         | OBJ              | PROJ                      | SAC     | AMOUNT               |
| Pau             | App # 1                                 | (00)                                   | (000)        | (00000)<br>58210 | (00000)<br>953 <i>0</i> 0 | (000)   | (\$000,000.00)       |
| 193             | 1 |  | UDL)         | 100AID           | 73300                     |         | 13,860.73            |
|                 |   |  | <del>-</del> | ·-               | <u> </u>                  |         |                      |
|                 |   | .:==================================== |              |                  |                           |         |                      |
|                 |   |  | <u> </u>     |                  |                           |         |                      |
|                 |   |  | <u>.</u>     |                  | <u>I</u>                  | TOTAL   |                      |
| EXPLANA<br>Publ | ATION Addison                           | Circ<br>Ure-                           | de -         | Phase<br>tilita  | I E                       | 3       |                      |
| <del></del>     |   | <u> </u>                               |              |                  |                           |         |                      |
| -               |   |  | <del></del>  | <del></del>      |                           |         | <del></del>          |
|                 | · · · · · · · · · · · · · · · · · · ·   |  |              | <del></del>      |                           |         |                      |
| Authorize       | Ed Signature                            | -                                      | <b></b>      |                  |                           | Finance |                      |
| a               |   | J                                      |              |                  |                           |         |                      |



September 10, 1999

Mr. John Baumgartner Director of Public Works Town of Addison 16801 Westgrove P.O. Box 144 Addison, Texas 75001

Dear John:

Please accept this letter as our invoice in the amount of \$51,780.17 for work done by North Texas Contracting, Inc. for the period ending August 31, 1999. Three copies of their pay application are attached. Please return two executed copies to us for distribution.

| STATE OF TEXAS   | δ |                  |
|------------------|---|------------------|
|                  | δ | <u>AFFIDAVIT</u> |
| COUNTY OF DALLAS | δ |                  |

**BEFORE ME**, the undersigned authority, personally appeared James F. Duffy, who, being by me duly sworn, deposed as follows:

"My name is James F. Duffy. I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated.

I am a duly authorized representative of Addison Circle Three, Ltd., a Texas limited partnership (the 'Partnership'). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

The Partnership, by assignment from the Town of Addison, Texas, is the owner and construction manager under certain construction contract documents entitled 'Town of Addison, Construction Specifications and Contract Documents, Addison Circle Public Infrastructure Phase

III' dated October 3, 1997 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase III (the 'Project'). The contractor for the project is North Texas Contracting, Inc. ('Contractor').

Attached hereto is an invoice or pay estimate for work performed on the Project by the Contractor for the time period set forth on the invoice/pay estimate. I hereby certify that the work reflected on the said invoice/pay estimate is true and correct to the best of my information and belief, that such work by the Contractor has been measured and verified in accordance with the Construction Contract, and that all Construction Contract preconditions to payment of the invoice/pay estimate have been met.

Attached hereto are copies of all material testing results in connection with this invoice/pay estimate."

James F. Duffy Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on the 10th day of September, 1999.

Notary Public, State of Texas

KIMBERLY A. RIED
MY COMMISSION EXPIRES

December 18, 2001

Please let us know if you have any questions.

Regards,

James F. Duffy

Executive Vice President

JFD/kar

Attachments

North Texas Contracting, Inc.

\*400098 Monthly Pay Request AUGUST, 1999

15851 NORTH DALLAS PARKWAY, SUITE 855 PHASE 3

ATTN MIKE ROBBINS

PH. (972) 866-7790 // FAX (972) 866-6695

TOWN OF ADDISON C/O POST PROPERTIES

DALLAS, TX 75248

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

RECEIVED AUG 3 1 1999 BY: M. Roblin

CONTRACT AMOUNT **CHANGE ORDERS** 

\$ 435,583.00

TOTAL CONTRACT

\$ 435,583.00

PERCENTAGE COMPLETE

PAY REQUEST #.1 FROM: AUG 1 - AUG 31, 1999

|  | organismos<br>Organismos | ESTIMATED   | MONTHLY WORK | TOTAL MANGE |     | CONTRACT UNIT     | 1000017    |          | TOTA     |          |
|--|--------------------------|-------------|--------------|-------------|-----|-------------------|------------|----------|----------|----------|
| ITEM DESCRIPTION                         | UNIT                     | OCIANTITY ( | ON CONTRACT  | ON CONTRACT | li  | PRICE             | ALAC       | MINT     | AMO      | IMT      |
| SID BACKACE SCI ITH ITTES                |                          |             |              |             |     |                   |            |          |          |          |
| BID PACKAGE C UTILITIES                  |                          |             |              |             |     |                   |            |          |          |          |
| SCHEDULE III                             |                          |             |              |             | l.  |                   | _          | 0.045.00 | _        | 0.040.00 |
| 301 MOBILIZATION                         | LS                       | 1           | 0.33         |             | 13  |                   |            | 2,310.00 |          | 2,310.00 |
| 302 SUPERINTENDENT                       | LS                       | 1           | 0.25         | 0.2         | 25  |                   | -          | 750.00   | \$       | 750.00   |
| 303 18" CL-III RCP                       | ᄩ                        | 254         | 0            |             | 0   | •                 |            | -        | \$       | -        |
| 394 21" CL-III RCP                       | _                        | 222         | 0            |             | 0   | _                 | -          | -        | \$<br>\$ | •        |
| 305 24" CL-III RCP                       | LF<br>LF                 | 285<br>368  | 0            |             | 1 - | \$ 67.00          | -          | -        | 5        | -        |
| 306 27" CL-III RCP<br>307 39" CL-III RCP | ᄕ                        | 300<br>70   | 0            |             | 0   |                   | _          | -        | \$       | _        |
| 308 REM/DISPOSE EXIST INLET              | EA                       | 2           | 0            |             | 0   |                   | -          | _        | Š        | -        |
| 309 REWDISPOSE EXIST CONC PIPE           | ᄕ                        | 114         | 0            |             | 0   |                   |            | _        | Š        | _        |
| 310 6' MOD RECESSED CURB INLET           | EA                       | 1           | ő            |             |     | \$ 2,000.00       |            | _        | Š        | _        |
| 311 6' RECESSED CURB INLET (XTRA DEPTH)  | EA                       | 3           | ŏ            |             | ,   | \$ 2,200,00       | -          | -        | S        | _        |
| 312 10 MOD RECESSED CURB INLET           | EA                       | 1           | ő            |             | 15  | \$ 3,000.00       |            | -        | Š        | _        |
| 313 10 MOD RECESS INLET (EXTRA DEPTH)    | EA                       | · 1         | ő            |             | 1 - | \$ 3,300.00       | -          | _        | Š        | _        |
| 314 5 X 5 TYPE "Y" INLET WIAPRON         | EA                       | 1           | ŏ            |             | , - | \$ 3,000.00       | -          | _        | Š        | _        |
| 315 TYPE "A" STORM WATER MANHOLE         | EA                       | 2           | ů            |             | ! - | \$ 3,500,00       | -          |          | Š        | _        |
| 316 TYPE "B" STORM WATER MANHOLE         | EA                       | 1           | Ō            |             | , - | <b>5</b> 6,000,00 |            | -        | S        | _        |
| 317 ADJ EXIST STORM MANHOLE              | EA                       | 1           | 0            |             | Ιŏ  | \$ 700.00         |            | -        | S        | _        |
| 318 RCP 60 DEG FACTORY WYE CONN          | EA                       | 9           | õ            | ı           | ō   |                   |            | _        | Š        | -        |
| 319 24" RCP 45 DEG FACTORY BEND          | EA                       | 1           | Ŏ            |             | 1 - | \$ 245.00         |            | -        | Š        | _        |
| 320 PIPE TO PIPE CONNECTION              | EA                       | 1           | O            | ı           | lo  | \$ 400.00         | 5          | -        | Š        |          |
| 321 PRECAST CONC PLUG FOR RCP            | EA                       | 5           | 0            | ı           | lo  | \$ 100.00         | S          | -        | \$       | _        |
| 322 INLET PROTECTION                     | EA                       | 8           | 0            | ı           | 0   | \$ 250.00         | \$         | -        | \$       | _        |
| 323 SILT FENCE                           | ᄕ                        | 1520        | 0            | +           | 0   | \$ 2.00           | 5          | •        | \$       | -        |
| 324 STABILIZED CONST ENTRANCE            | SY                       | 22          | C            | 1           | (o  | \$ 18.00          | 5          | -        | 5        | •        |
| 325 TRENCH SAFETY DESIGN                 | LŞ                       | 1           | 1            |             | 1   | \$ 500.00         | \$         | 500.00   | \$       | 500.00   |
| 326 TRENCH SAFETY                        | ᄕ                        | 1197        | G            | 1           | O   | \$ 1.00           | \$         | -        | \$       | -        |
| 327 2" PVC SHC-40 SLEEVE                 | U                        | 306         | 9            | <b>&gt;</b> | ١٥  | \$ 4.00           | \$         | •        | 5        | _        |
| 328 3" PVC SCH-40 SLEEVE                 | ᄕ                        | 3108        | C            | )           | ļσ  | \$ 4.50           | 5          | •        | S        | -        |
| 329 4" PVC SCH-40 SLEEVE                 | ᄕ                        | 512         | 0            |             | 1 ' | \$ 5.00           | \$         | •        | \$       | -        |
| 330 6" PVC SCH-40 SLEEVE                 | LF                       | 194         | O            | 1           | 0   | \$ 6.00           | \$         | -        | \$       | -        |
| SCHEDULE IV                              |                          |             |              |             |     |                   |            |          |          |          |
| 401 8" SDR-35 PVC                        | UF,                      | 533         | O            | )           | o   | \$ 37.00          | 5          | •        | \$       | _        |
| 402 6" \$DR-35 PVC LAT W/2-WAY C/O       | EA                       | 5           | O            | )           | 0   | \$ 1,500.00       | \$         | -        | \$       |          |
| 403 S DIA MANHOLE                        | Es.                      | 2,          | •            | L.          | ١Q  | \$ 4,100.00       | 5          | -        | \$       | -        |
| 404 PERFORM T.V. INSPECTION              | ᄕ                        | 533         | (            | )           | )o  | \$ 1.00           | ) <b>S</b> | -        | \$       | -        |
| 405 CONNECT TO EXISTING MANHOLE          | EA                       | 1           | 0            | )           | 0   | \$ 1,000.00       | \$         | -        | \$       | -        |
| 406 TRENCH SAFETY                        | U                        | 763         | 7            | )           | 'n  | 3 1.0             | 2          | •        | 5        | -        |
| SCHEDULE V                               |                          |             |              |             | ľ   |                   |            |          |          |          |
| 501 CONCRETE BLOCKING                    | CY                       | 2.8         | •            | )           | lo  | \$ 250.00         | 3          | _        | \$       | _        |
| 502 D.I. FITTINGS (CL-250)               | TON                      | 1 1,1       | Č            |             | o   | _                 |            | ٠ _      | š        | -        |
| 503 4" DR-18 CL-150 WATER PIPE           | LF                       | 18          | q            | 1           | 1 - | \$ 18,00          | _          | •        | Š        | _        |
| 504 6" DR-18 CL-150 WATER PIPE           | UF                       | 80          | (            | )           | 0   | \$ 19.00          | _          | _        | \$       | -        |
| 505 8" DR-18 CL-150 WATER PIPE           | LF                       | 1006        | 0            | •           | 0   | \$ 21.00          |            | -        | Š        | _        |
| 508 4" GATE VALVE/BOX                    | EA                       | 3           | 0            | )           | 0   | \$ 650.00         | \$         | -        | \$       | -        |
| 507 8" GATE VALVE/BOX                    | EA                       | 6           | C            | )           | 0   | \$ 650.00         | \$         | •        | \$       | _        |
| 508 8" GATE VALVE/BOX                    | EA                       | 5           | a            | )           | 0   | \$ 750.00         | \$         | -        | \$       | •        |
| 509 FIRE HYDRANT                         | EA                       | 4           | C            |             |     | \$ 1,400.00       |            | -        | \$       | -        |
| 510 CONNECT TO EXISTING MAIN             | EA                       | 2           | g            |             | 0   |                   |            | -        | \$       | -        |
| 511 2" TYPE "K" COPPER SERVICE           | EA                       | 3           | 9            |             | 0   |                   |            | •        | \$       | -        |
| 512 4" DR-16 CL-150 SERVICE LINE         | EA                       | 2           | C            | )           | 10  | \$ 750.00         | ) S        | -        | \$       | -        |
|  |                          |             |              |             | 1   |                   |            |          |          |          |

## North Texas Contracting, Inc. Monthly Pay Request

AUGUST, 1989

TOWN OF ADDISON C/O POST PROPERTIES 15851 NORTH DALLAS PARKWAY, SUITE 855 **DALLAS, TX 75248** PH. (972) 866-7790 // FAX (972) 866-6695

CONTRACT AMOUNT \$ 435,583.00 CHANGE ORDERS

ATTN MIKE ROBBINS

TOTAL CONTRACT PERCENTAGE COMPLETE

\$ 435,583.00

JOB NAME: ADDISON CIRCLE PHASE IHB-PUBLIC INFRASTRUCTURE

JOB NUMBER: 9914  PAY REQUEST #.1 FROM: AUG 1 - AUG 31, 1999

|   |              | ESTIMATED                              | MONTHLY WORK                           |             | ,          | CONTRACT UNIT |      | _                                  | TOTA                    |                                    |
|---|--------------|--|--|-------------|------------|---------------|------|------------------------------------|-------------------------|------------------------------------|
| ITEM DESCRIPTION  | UNIT         | QUANTITY                               | ON CONTRACT                            | ON CONTRACT | 1          | PRICE         | AM   | OUNT                               | AMO                     | UNT                                |
| S13 6" DR-18 CL-160 FIRE SERVICE LINE   | EA           | ###################################### | ************************************** |             | b          | \$ 850.00     | •    |                                    | (1) (1) (1)<br><b>S</b> |                                    |
| 514 1 1/2" HERSEY MVR100 METER  | EA           | 3                                      |  |             |            | \$ 600.00     | -    | _                                  | Š                       | -                                  |
| 515 4" HERSEY MCT II COMPOUND METER   | EA           | 2                                      |  |             | 6          | \$ 5,500.00   | -    | _                                  | Š                       | •                                  |
| 516 6" HERSEY DOC-II DETECTOR CHECK   | EA           | 2                                      |  |             | ō          | \$ 5,000.00   | -    | _                                  | Š                       | -                                  |
| 517 1.5" FEBCO 605Y DBL CHECK   | EA           | 3                                      |  |             | 0          | \$ 280.00     |      | _                                  | S                       | -                                  |
| 518 #85-H 17" X 28" CONC BOX  | EA           | 8                                      |  | +           | Ò          | \$ 255.00     | \$   | -                                  | \$                      | •                                  |
| 519 MV-480-801-5 CONC BOX W/BILCO LID   | EA           | 4                                      | 0                                      |             | 0          | \$ 4,400.00   | \$   | -                                  | \$                      | -                                  |
| 520 TRENCH SAFETY   | LF           | 732                                    | 0                                      |             | 0          | \$ 1.00       | \$   | -                                  | \$                      | -                                  |
| 521 PERFORM WATER TEST  | LS           | 1                                      |  |             | 0          | \$ 750.00     |      | •                                  | \$                      | •                                  |
| 522 2000 PSI CONC ENCASEMENT  | LF           | 20                                     | 0                                      |             | 0          | s 40.00       | \$   | -                                  | \$                      | -                                  |
| SCHEDULE VII  |              |  |  |             |            |               |      |                                    |                         |                                    |
| 701 6E6 & 4E2 CONC ENCASE DUCT BANK   | LF           | 273                                    | . 0                                    | }           | 0          | \$ 123.00     | S    | •                                  | 5                       | -                                  |
| 702 4E2 CONC ENCASE DUCT BANK   | ᄕ            | 51                                     | 0                                      | 1           | 0          | \$ 74.00      | 5    | -                                  | \$                      |                                    |
| 703 4E8 & 4EZ CONC ENCASE DUCT BANK   | LF           | 47                                     | , 0                                    | •           | 0          | \$ 107.00     | \$   | -                                  | \$                      | -                                  |
| 704 6E6 CONC ENCASE DUCT BANK   | UF           | 408                                    | 100                                    | 1           | фо         | \$ 100.00     | \$   | 10,000.00                          | \$                      | 10,000,00                          |
| 705 8E2 & BE8 CONC ENCASE DUCT BANK   | LF.          | 168                                    | 0                                      | •           | 0          | \$ 142.00     | \$   | -                                  | \$                      | -                                  |
| 708 T.U.E 3-WAY MANHOLE   | EA           | 2                                      | 2                                      | !           | 2          | \$ 14,670.00  | \$   | 29.340.00                          | \$                      | 29,340.00                          |
| 707 CONNECT TO EXIST SWITCHGEAR   | EA           | 8                                      | . 0                                    | 1           | 0          | \$ 476.00     |      | -                                  | 2                       | -                                  |
| 708 6" DB PVC 90 DEG SWEEP 36"  | EA           | 6                                      |  |             | 0          | \$ 100.00     |      | -                                  | \$                      | -                                  |
| 709 3" PVC SCHEDULE 40  | LF           | 1332                                   |  |             | 0          | -             | _    | -                                  | \$                      | -                                  |
| 710 4" PVC SCHEDULE 40  | ᄕ            | 120                                    |  |             | 1          | 5 7.00        |      | -                                  | \$                      | -                                  |
| 711 SWITCH PAD  | EA           | 1                                      | C                                      | )           | 0          | \$ 2,000.00   | 5    | -                                  | \$                      | -                                  |
| STORED MATERIALS  |              |  |  |             | 1          |               |      |                                    |                         |                                    |
| 1 6" 08120 PVC PIPE   | LF           | 5020                                   | 5020                                   | 50          | фo         | \$ 1.67       | \$   | 8,383.40                           | 5                       | 8,383.40                           |
| 2 2" DB120 PVC PIPE   | LF           | 2820                                   | 2820                                   | 28          | <b>2</b> 0 | \$ 0.25       | • \$ | 705.00                             | \$                      | 705.00                             |
| 3 6" PVC DB SWEEPS  | EA           | 8                                      | 8                                      | 3           | 6          | \$ 25.88      | \$   | 207.04                             | \$                      | 207.04                             |
| 4 CARLON SPACERS  | EA           | 1750                                   | 1750                                   | ) 17        | \$0        | \$ 1.32       | \$   | 2,310.00                           | \$                      | 2,310.00                           |
|   |              | LESS 5% RE                             |  | D           |            |               | \$   | 54,505.44<br>2,725.27<br>51,780.17 | _                       | 54,505.44<br>2,725.27<br>51,780.17 |
| PLEASE SEND TO: NORTH TEXAS CONTRACTING INC. COLUMBUS REALES TRUST CONSTRUCT CO. CODE: KELLMONTA'S 76244 VENDOR I.D |              | LESS PREVI                             | T DUE ON PROOUS RECEIVE                | D TO DATE   |            |               |      |                                    | 5<br>5<br>5             | 51,780.17<br>-<br>51,780.17        |
|   |              |  |  |             | l_         |               |      |                                    | _                       |                                    |
| CONTRACT/P.O #: JOB L.D:  G/L ACCT # JOB COST #   |              |  | IPAID FROM P<br>IE FROM CURI           |             |            |               |      |                                    | S<br>S                  | 51,780.17                          |
| G/L ACCT# JOB COST#   | <u> </u>     |  |  |             | 1          |               |      |                                    | •                       | V111VV.17                          |
| - K   | <del>/</del> | TOTAL AND                              | UNT DUE NOR                            | TH TEXAS    | K          | NTRACTING I   | NC   | •                                  | \$                      | 51,780.17                          |
| 143901-2670-19258) MIL  | <u> </u>     |  | <br>                                   | _           | I_         |               |      |                                    |                         | , ,                                |
| 51,780.1  |              | 0,                                     | ( M/                                   | elmo.       | 5          | P. Pole       | 1.   | ر دند                              | B/                      | 31/99                              |
| 11/2  |              | 01                                     |  |             | r          | · /www        |      |                                    | 7                       | / / /                              |
| TOTAL:  |              |  |  |             |            |               |      |                                    |                         |                                    |
| 1   |              |  |  |             |            |               |      |                                    |                         |                                    |
|   |              |  |  |             |            |               |      |                                    |                         |                                    |
| SITE APPVL: 55  | VL: (        | 2910                                   |  |             |            |               |      |                                    |                         |                                    |
|   | VL: (        | 29.10                                  |  |             | 1          |               |      |                                    |                         |                                    |

## North Texas Contracting Inc. Pay Application #1 Services Thru 08/31/99

#### **Town of Addison**

| Pay Application<br>Request | Х        | City<br>%      | = | City's<br>Amount |
|----------------------------|----------|----------------|---|------------------|
| 54,505.44                  |          | 30.43%         |   | 16,586.01        |
| Less: Retainage 54,505.44  |          | 5.00%          |   | (2,725.27)       |
| Т                          | otal Pay | ment from City |   | 13,860.73        |

## Post Apartment Homes/Gaylord

| Pay Application<br>Request | Х        | Partnership<br>% | =   | Partnership<br>Amount |
|----------------------------|----------|------------------|-----|-----------------------|
| 54,505.44                  |          | 69.57%           |     | 37,919.43             |
|                            | Total Pa | yment to Contrac | tor | 51,780.17             |

## Payments from the City should be wired to:

Account: Addison Circle Three, LTD

Account #:

ABA #: 111000614

Bank One, Texas, N.A., Dallas, Texas

Instructions: Notify Sheryl Smith (972)770-5139 upon receipt

Checks from the City should be made out to Addison Circle Three, Ltd



## PUBLIC WORKS DEPARTMENT

(972) 450-2871

Post Office Box 9010 Addison, Texas 75001-9010

16801 Westgrove

August 10, 1999

Mr. Dennis Bailey Vice President North Texas Contracting, Inc. Keller, Texas 76244

NOTICE TO PROCEED: Addison Circle Phase II-B Public Infrastructure

Utilities

(III)

Dear Mr. Bailey:

Please accept this letter for "Notice to Proceed" as the formal date for work to begin on the referenced project. The begin date is established as August 2, 1999, and shall follow accordingly with the schedules in the bid documents. Please call me at 972/450-2878 if you have any questions, or need additional information.

Sincerely,

Michael E. Murphy, P.E.

Assistant Director of Public Works

cc: John Baumgartner, Director of Public Works

Clyde Johnson, Purchasing Manager

Mike Robbins, Post Properties

Michael F. Aury





FINANCE DEPARTMENT/PURCHASING DIVISION

5350 Belt Line Road

(972) 450-7090

E-mail purchasing@ci.addison.tx.us

Facsimile (972) 450-7096

P.O. Box 9010

Addison, Texas 75001

TAMMY FRANKS ASSISTANT

July 12, 1999

Mr. Dennis Bailey Vice President North Texas Contracting, Inc. P.O. 468 Keller, TX 76244

### NOTICE TO PROCEED: Addison Circle Phase II-B Public Infrastructure Utilities

Dear Mr. Bailey:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 99-34 with Addenda.

Enclosed please find a completed copy of the contract documents for your file.

Work shall begin as per the schedule agreed to in the pre-construction meeting, and be completed in accordance with the schedules in the bid documents. Please contact me at 972-450-7090, if you have any questions, or if I can be of assistance to you.

Sincerely yours,

**Enclosures** 

Copy: John Baumgartner

Mike Murphy

#### AGREEMENT

#### STATE OF TEXAS

#### COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this ZgH day of June, 1999, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and North Texas Contracting, Inc., of the City of Keller, County of Tarrant, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

#### Addison Circle Phase II-B Public Infrastructure Utilities

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 90 to 120 calendar days (depending on the section) after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Four Hundred and thirty-five thousand and five hundred and eighty-three and 00/100 dollars (\$435,583.00) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

TOWN OF ADDISON

(OWNER)

By: City Manager

City Secretary

NORTH TEXAS CONTRACTING, INC.

(CONTRACTOR)

By: Dame Code Secretary

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

I, SARA P. Carrie, certify that I am the secretary of the corporation named as CONTRACTOR herein; that Dennes Tollow, who signed this Contract on behalf of the CONTRACTOR is the Vice Tollow, who signed this Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Seal

Bond No. PRF8164546

## SECTION PtB PERFORMANCE BOND

STATE OF TEXAS Date Bond Executed: June 30, 1999 COUNTY OF DALLAS North Texas Contracting, Inc. SURETY: Colonial American Casualty and Surety Company PENAL SUM OF BOND (express in words and figures): Four Hundred Thirty-Five Thousand Five Hundred Eighty-Three and No/100-----(\$435.583.00)----June 29, 1999 DATE OF CONTRACT: KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto Town of Addison hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas the PRINCIPAL entered into a certain Contract with the OWNER, numbered and dated as shown above and attached hereto; NOW THEREFORE, if the PRINCIPAL shall well and truly perform and fulfill all the undertakings,

covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the OWNER, with or without notice to the SURETY, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications of said SURETY being hereby waived,

then this obligation to be void, otherwise in full force and effect.

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

| SEAL WITNESS SWARAP. Gucio                 | North Texas Contracting, Inc.  CONTRACTOR  By: Down Supply Vice headen?  Address: 4999 Keller Haslett, Keller, TX 76244  |
|--|--|
| SEAL  WITNEST: Witness: Bryant             | Colonial American Casualty and Surety Company SURETY  By: Shelia M. Young, Attorney-in-Fact  Address: 12222 Merit Drive, Dallas, TX 75251  |
| Title:                                     |  |
| •  | y to Attach Power of Attorney)   |
| I,, certify that I am bond thatthe said of | the secretary of the corporation named as PRINCIPAL in the within, who signed the said bond on behalf of the PRINCIPAL, is corporation; that I know his signature, and his signature thereto is gued, sealed and attested for and in behalf of said corporation by |
|  | (Corporate Seal)   |

## SECTION PyB PAYMENT BOND

STATE OF TEXAS

| COUNTY OF DALLAS                           |   | Date Bond Executed: June 30, 1999   |
|--|---|---|
| PRINCIPAL:                                 | North Texas Contracting,  | Inc.  |
| SURETY:                                    | Colonial American Casual  | ty and Surety Company   |
| PENAL SUM OF BON                           | D (express in words and figures): Four  | Hundred Thirty-Five Thousand  |
| Five Hundred Ei                            | ghty-Three and No/100   | (\$435,583.00)  |
| DATE OF CONTRACT                           | : June 29, 1999   | · · · · · · · · · · · · · · · · · · ·   |
| firmly bound unto hereinafter called the C | Town of Addison  WNER, in the penal sum of the amoun we bind ourselves, our heirs, executor | NCIPAL and SURETY above named, are held<br>t stated above, for the payment of which sum<br>as, administrators and successors, jointly and |
|  | OF THIS OBLIGATION ARE SUCH (<br>e OWNER, numbered and dated as show                        | hat, whereas the PRINCIPAL entered into a nabove and attached hereto;   |
|  |   | e payment to all persons supplying labor and d Contract, and any and all duly authorized  |

modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being

hereby waived, then this obligation to be void, otherwise to remain in full force and effect.

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

| SEAL   | North Texas Contracting, Inc.  |
|--|--|
| witness Swara P. Prucia                      | By: Donis Dollar Vice Insident  Address: 4999 Keller Haslett, Keller, TX 76244   |
| seal<br>XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX | Colonial American Casualty and Surety Company SURETY  By:  |
| , ,  | Attach Power of Attorney)  |
| I,, certify that I as within bond that, who  | on the secretary of the corporation named as PRINCIPAL in the signed the said bond on behalf of the PRINCIPAL, is the his signature, and his signature thereto is genuine; and that said and in behalf of said corporation by authority of its governing |

(Corporate Seal)

# SECTION MB MAINTENANCE BOND

## STATE OF TEXAS

## COUNTY OF DALLAS

| That North Texas Contracting, Inc. as principal and Colonial American Casualty                         | and | Surety |
|--|-----|--------|
| Company , a corporation organized under the laws of Marylandand  |     |        |
| 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     |     |        |
| Four Hundred Thirty-Five Thousand Five Hundred Eighty-Three and No/100                                 |     |        |
| (\$ \(\frac{435}{35}\),583.00 \(\frac{5}{35}\) 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 saine 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.

|  |                  | Contracting, has caused these presents to be |
|--|------------------|--|
| hand this the 30th day of June                                 |                  | has hereunto set his                         |
| nand this the source of the state                              | , 17 <u>27</u> . |  |
| SURETY   |                  | PRINCIPAL                                    |
| Colonial American Casualty                                     |                  | North Texas Contracting, Inc.                |
| and Surety Company   | •                | By: Dours Bolly Vice Prosider                |
| By: <u>Melia M.</u> Mau<br>Attorney in Fact<br>Shelia M. Young | ng               |  |
|  |                  | ATTEST                                       |
| Ву:  |                  |  |
| Surety   |                  | Secretary                                    |
| Dodson-Bateman & Company<br>8350 Meadow Rd., Dallas, 1         | TX 75231         |  |

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

Agency and Address

### DUAL OBLIGEE RIDER

BOND NO. PRF8164546

WHEREAS, on or about the 29th

day of

June

199 9

North Texas Contracting, Inc.

as Contractor, entered

into a written agreement with

Town of Addison

as Owner, for the construction of Addison Circle Phase II-B Public Infrastructure Utilities

WHEREAS, the Contractor and

Colonial American Casualty and Surety Company

as Surety, made, executed and delivered to said Owner their joint and several performance bond, and

WHEREAS, the Owner has requested that

Gaylord Properties, Inc.

(hereinafter called "Co-obligee"), said Co-obligee having a material interest in the performance of said contract, be named as an obligee in the Bond and has requested the Contractor and the Surety to join with the Owner in the execution and delivery of these Rider and the Contractor and Surety have agreed to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

- 1. The name of Gaylord Properties, Incus Co-obliges shall be added to said Bond as a named obliges.
- 2. The rights of the Co-obligee shall be subject to the conditions precedent that all the Owner's obligations to the Contractor be performed; provided, however, that the aggregate liability of the Surety under said Bond, to the Owner and the Co-obligee, as their interests may appear, is limited to the penal sum of the bond and provided, further, that the Surety may, at their option, make any payments under said bond jointly to the Owner and the Co-obligee.
- 3. 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 payments to the Principal or to the Surety, in case the Surety arranges for the completion of the contract upon default of the Principal, in accordance with the terms of said contract; provided that the aforenamed Co-obligee shall be afforded written notice from the Surety and reasonable opportunity to care any default by Owner under said contract. In the event of such cure by said Co-obligee, Surety shall be liable to Obligees, or at Surety's option liable soley to the Co-obligee, as if such default had not occurred; provided that said Co-obligee thereafter performs in accordance with the terms of said contract as to payments, and thereafter performs all the other material conditions to be performed by Owner under said contract in the time and in the manner therein set forth.
- 4. Except as herein modified, said Bond shall be and remain in full force and effect.

| SIGNED, SEALED AND DATED THIS | 30th | day of         | June                             | , | <b>199</b> 9 |   |
|-------------------------------|------|----------------|----------------------------------|---|--------------|---|
|                               |      | own of<br>WNER | Addison                          | • | 1            |   |
|                               | Ву   | <u> </u>       |                                  |   | 1            | • |
|                               |      | ONTRACTO       | xas Contracting.  OR  Was Baby V |   | ident        |   |

Colonial

By. Molia 41. Mund Shelia M. Young , Attorney in fact

SURETY

American Casualty and Surety Company

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- 4. Except as herein modified, said Bond shall be and remain in full force and effect

| 4. Except as herein modified, s | aid Dolla s | Man oc and   | CUMUL UL 1811 10100 m | 112 0220011 |              |
|---------------------------------|-------------|--------------|-----------------------|-------------|--------------|
| SIGNED, SEALED AND DATED THIS   | 30th        | day of       | June                  | ,           | <b>199</b> 9 |
|                                 | _           | own of A     | Addison               | <del></del> |              |
|                                 | By          |              |                       |             | }            |
|                                 | E           | <del>'</del> |                       | -           | !            |
|                                 |             |              | as Contractir         | g. Inc.     | -            |
|                                 | CO<br>Bo    | ONTRACTO     | is Baly               | Vice Pro    | Scat         |
|                                 |             |              | <del></del>           |             |              |

Colonial American Casualty and Surety Company

By: Melia M. Young , Attorney - in - fact

# 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 W. B. WALBRECHER, 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 forther 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, Douglas Moore, Dee Stone, Lang J. Nolang R. Don Hurst and Shelia M. YOUNG, 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 bourds and undertakings EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Dardians; 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 Companies at their offices 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, Douglas Moore, Dee Stote, dated August 4, 1998.

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 respective 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 FIDELTY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 28th day of April, A.D. 1999.

| ATTEST      | FIDELITY       | AND DEPOSIT CO      | MPANY  | OF MARYLAND      |                |
|-------------|----------------|---------------------|--------|------------------|----------------|
| (SEAL)      | a. E. V. H     |                     | Ву:    | Celevalbuck      | u              |
|             | T. E. Smith    | Assistant Secretary |        | W. B. Walbrecher | Vice-President |
|             | COLONIAL AI    | MERICAN CASUALT     | TY AND | SURETY COMPANY   |                |
| SEAL        | a. E.V. H      |                     | Ву:    | (Kee) as bucke   |                |
|             | T. E. Smith    | Assistant Secretary |        | W. B. Walbrecher | Vice-President |
|             | }              |                     |        |                  |                |
| State of I  | Maryland 🏲 SS: |                     |        |                  |                |
| County of F | Baltimore      |                     |        |                  |                |

On this 28th day of April, A.D. 1999, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. Walbrecher, 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 deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are 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.

My Commission Expires: August 1, 2000

Notary Public

ISSUE DATE (MM/DD/YY)

Cert. #

12297

364

6/29/99



8350 Meadow Road Suite 181 Dallas, Texas 75231 214.369.9600 FAX.363.9269

INSURED

North Texas Contracting, Inc. P. O. Box 468 Keller, Texas 75244

| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY A    | ND  |
|---|-----|
| CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE | ATE |
| DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY 1      | THE |
| POLICIES BELOW.   |     |

| COMPANIES | AFFORDING | COVERAGE |
|-----------|-----------|----------|
|           |           |          |

| COMPANY A | American Casualty Co. of Reading, PA | _ |
|-----------|--------------------------------------|---|
| COMPANY B | National Fire Ins. Of Hartford       |   |
| COMPANY C | National Union Fire Ins. Co.         |   |

COMPANY D

COMPANY E

#### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO<br>LTR | TYPE OF INSURANCE                | POLICY NUMBER    | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MWDD/YY) | LIMITS                          | 3           |
|-----------|----------------------------------|------------------|-------------------------------------|-------------------------------------|---------------------------------|-------------|
|           | GENERAL LIABILITY                |                  | _                                   | ·                                   | GENERAL AGGREGATE               | s 2,000,000 |
| Α         | X COMMERCIAL GENERAL LIABILITY   | C01075534557     | 2/18/99                             | 2/18/00                             | PRODUCTS-COMP/OP AGG.           | s 2,000,000 |
|           | CLAIMS MADE X OCCUR              | 33.37.333.333.   |                                     |                                     | PERSONAL & ADV. INJURY          | s 1,000,000 |
| 1.        | OWNERS & CONTRACTORS' PROT.      |                  |                                     |                                     | EACH OCCURRENCE                 | s 1,000,000 |
|           | X Per Project Aggregate Applies  |                  |                                     |                                     | FIRE DAMAGE (Any one fire)      | s 50,000    |
| L         | Form CG2503                      |                  |                                     |                                     | MED. EXPENSE (Any one person)   | s 5,000     |
| Α         | AUTOMOBILE LIABILITY  X ANY AUTO | BUA1075534543    | 2/18/99                             | 2/18/00                             | COMBINED SINGLE                 | s 1,000,000 |
|           | ALL OWNED AUTOS SCHEDULED AUTOS  | 50.115.000 10 10 | 210.00                              |                                     | BODILY INJURY<br>(Per person)   | s           |
|           | X HIRED AUTOS X NON-OWNED AUTOS  |                  |                                     |                                     | BODILY INJURY<br>(Per accident) | s           |
|           | GARAGE LIABILITY                 |                  |                                     |                                     | PROPERTY DAMAGE                 | s           |
|           | EXCESS LIABILITY                 |                  |                                     |                                     | EACH OCCURRENCE                 | s 5,000,000 |
| lc        | X UMBRELLA FORM                  | BE7012630        | 2/18/99                             | 2/18/00                             | AGGREGATE                       | s 5,000,000 |
| Ĭ         | OTHER THAN UMBRELLA FORM         |                  |                                     |                                     | they are as the                 |             |
|           | WORKERIG GOLDENGATION            |                  |                                     |                                     | X STATUTORY LIMITS              |             |
| В         | WORKER'S COMPENSATION<br>AND     | WC1079197933     | 2/18/99                             | 2/18/00                             | EACH ACCIDENT                   | s 500,000   |
|           | EMPLOYERS' LIABILITY             |                  |                                     |                                     | DISEASE-POLICY LIMIT            | s 500,000   |
|           | EMPLOTERS LIABILITY              | _                |                                     |                                     | DISEASE-EACH EMPLOYEE           | s 500,000   |
|           | OTHER                            |                  |                                     |                                     |                                 |             |
| -         |                                  |                  |                                     |                                     |                                 |             |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: Addison Circle Phase II-B, Public Infrastructures Utilities

### CERTIFICATE HOLDER

Town of Addison 5350 Beltline Road Addison, Tx 75001

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE** 

9/1/\_

5350 Belt Line Road

(972) 450-7090

E-mail purchasing@ci.addison.tx.us

Facsimile (972) 450-7096

P.O. Box 9010

Addison, Texas 75001

CLYDE JOHNSON, C.P.M. MANAGER

TAMMY FRANKS ASSISTANT

July 6, 1999

Mr. A.J. Johnston Executive Vice President Gibson and Associates, Inc. P.O. Box 800579 Balch Springs, TX 75180-0579

## NOTICE TO PROCEED: Addison Circle Phase II-B Public Infrastructure Paving Addison Circle Phase II-B Public Infrastructure Streetscape

Dear Mr. Johnston:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 99-34 with Addenda.

Enclosed please find a completed copy of the contract documents for your file.

Work shall begin as per the schedule agreed to in the pre-construction meeting, and be completed in accordance with the schedules in the bid documents. Please contact me at 972-450-7090, if you have any questions, or if I can be of assistance to you.

Sincerely yours,

**Enclosures** 

Copy: John Baumgartner

Mike Murphy

E-mail purchasing@ci.addison.tx.us

Facsimile (972) 450-7096

P.O. Box 9010

Addison, Texas 75001

٦,

CLYDE JOHNSON, C.P.M. MANAGER

> TAMMY FRANKS ASSISTANT

> > July 6, 1999

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Sincerely yours,

**Enclosures** 

Copy: John Baumgartner
Mike Murphy

# Michael Murphy

From: Sent: To: Subject:

Clyde Johnson Tuesday, July 06, 1999 10:29 AM Michael Murphy Addison Circle IIB

I have signed contracts for Gibson and I'm going to issue their notice to proceed, unless there is some reason to hold up - let me know.
North Texas Contracting is going to deliver bonds today, there was a delay caused by my not addressing their letter properly, and I will issue the notice to proceed as soon as Ron and Carmen sign the contract. Again, let me know if I

Clyde Johnson

າurchasing √72-450-7090

# Michael Murphy

From: Sent:

Subject: <u>ن</u>

Wednesday, July 07, 1999 8:20 AM

Michael Murphy

Clyde Johnson

RE: Addison Circle IIB

During the Phase IIB preconstruction meeting yesterday, a couple of issues came up:

- Gibson will receive their Paving Notice first, North Texas will receive their Utility Infrastructure The contractors would like to stagger when each recieved their "Notice to Proceed" (If you have a question on when to issue North Texas - Utility Infrastructure and Gibson Landscaping contact David Meyers.) Notice second and Gibson will receive their Landscpae Notice third.
- Also, A.J. (Tony) Johnston Executive VP for Gibson and Associates requested combining their two contracts into one bill so to avoid having to carry two sets of books. I spoke with John Baumgartner and he does NOT want to combine the two. Tony said that he spoke with you about this. Please let him know what JB's decision is. Please call me with any questions. ۲i



Assistant Director of Public Works Michael E. Murphy, P.E. Town of Addison 972)450-2878

----Original Message-----From: Clyde Johnson

Tuesday, July 06, 1999 10:29 AM

Sent:

Michael Murphy Addison Circle IIB To: Subject: I have signed contracts for Gibson and I'm going to issue their notice to proceed, unless there is some reason to hold up - let me know. North Texas Contracting is going to deliver bonds today, there was a delay caused by my not addressing their letter properly, and I will issue the notice to proceed as soon as Ron and Carmen sign the contract. Again, let me know if I

Clyde Johnson

972-450-7090 **Purchasing** 

## TOWN OF ADDISON

| To: MIKE ROBINS                 |
|---------------------------------|
| Company: Post Properties        |
| FAX #: 972 - 866 - 6695         |
| Date: 7/9/99                    |
| # of pages (including cover): 2 |

## **PUBLIC WORKS**

From: MIKE MURDHU

Phone: 972/450-\_\_\_\_\_8\_78
FAX: 972/450-2837

16801 Westgrove P.O. Box 9010 Addison, TX 75001-9010

(972) 450-7090

E-mail purchasing@ci.addison.tx.us

Facsimile (972) 450-7096

P.O. Box 9010

Addison, Texas 75001

CLYDE JOHNSON, C.P.M. MANAGER

TAMMY FRANKS ASSISTANT

July 6, 1999

Mr. A.J. Johnston Executive Vice President Gibson and Associates, Inc. P.O. Box 800579 Balch Springs, TX 75180-0579

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Sincerely yours,

**Enclosures** 

Copy: John Baumgartner

Mike Murphy



## FINANCE DEPARTMENT/PURCHASING DIVISION

Facsimile (972) 450-7096

5350 Belt Line Road

(972) 450-7090

E-mail purchasing@ci.addison.tx.us

P.O. Box 9010

Addison, Texas 75001

TAMMY FRANKS

July 6, 1999

Mr. A.J. Johnston Executive Vice President Gibson and Associates, Inc. P.O. Box 800579 Balch Springs, TX 75180-0579

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Sincerely yours,

Enclosures

Copy: John Baumgartner

Mike Murphy

#### AGREEMENT

#### STATE OF TEXAS

#### COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this <u>3071+</u> day of <u>JUNE</u>, 1999, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Gibson and Associates, Inc., of the City of Balch Springs, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

#### Addison Circle Phase II-B Public Infrastructure Paving

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 240 to 360 calendar days (depending on the section) after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Three Hundred and thirty-three thousand and three hundred and seventy-three and 87/100 dollars (\$333,373.87) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

| TOWN OF ADDISON  | ATTEST:  |
|--|--|
| (OWNER)  By: City Manager  | City Secretary   |
| GIBSON AND ASSOCIATES, INC. AT   | TTEST:   |
| By: Alekanter By   | : Shericepply  |
| The following to be executed if the CONTRACTOR is a corporation  | on:  |
| I, <u>Partices M. Cockson</u> , certify that I am the secret herein; that <u>AJJohnston</u> , who signed this corporation by authority of its governing body, and is within the secret corporation by authority of its governing body, and is within the secret corporation. | Contract on behalf of the CONTRACTOR is the Contract was duly signed for and in behalf of said |
| Signed:  | Jahrena dr. Anbrow CCC   |

Corporate Seal

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

## SECTION PrB PERFORMANCE BOND

COUNTY OF DALLAS

Date Bond Executed: June 30, 1999

PRINCIPAL: Gibson & Associates, Inc.

SURETY: Federal Insurance Company

PENAL SUM OF BOND (express in words and figures): Three Hundred Thirty Three

Thousand Three Hundred Seventy Three and 87/100 (\$333,373.87)

DATE OF CONTRACT:

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

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

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

firmly by these presents.

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

| SEAL  MITNESS Afficial for  | Gibson & Associates, Inc.  CONTRACTOR  By:   |
|---|--|
| SEAL ATTEST: Worksonner   | Federal Insurance Company  SURETY  By:   |
| Title:  |  |
| (Surety to Attach Po  | ower of Attorney)  |
| CERTIFICATE AS TO CO  | RPORATE PRINCIPAL  |
| I, Palricia M. Gabson, certify that I am the secretary to bond that A.J. Johnston, who the Secretary said corporation; the genuine; and that said bond was duly signed, sealed a authority of its governing body. | signed the said bond on behalf of the PRINCIPAL, is not I know his signature, and his signature thereto is |
|   | Corporate Seal)  |

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

## SECTION PyB PAYMENT BOND

STATE OF TEXAS

| COUNTY OF DA       | LLAS   | Date Bond Executed:                                       | June 30, 1                         |
|--------------------|--|---|------------------------------------|
| PRINCIPAL:         | Gibson & Associates, Inc.  |   |                                    |
| SURETY:            | Federal Insurance Company  |   |                                    |
| PENAL SUM OF       | BOND (express in words and figures):Thre   | e Hundred Thirty Th                                       | ree                                |
| Thousand Thr       | ee Hundred Seventy Three and 87/   | 100 (\$333,373.87)  |                                    |
| KNOW ALL ME        | N BY THESE PRESENTS, that we, the PRINC  | PAL and SURETY above I                                    | named, are held                    |
| hereinafter called | the OWNER, in the penal sum of the amount stande, we bind ourselves, our heirs, executors,   | tated above, for the paymen administrators and successor  | t of which sum<br>ors, jointly and |
|                    | NS OF THIS OBLIGATION ARE SUCH that ith the OWNER, numbered and dated as shown a   |   | entered into a                     |
| materials in the p | RE, if the PRINCIPAL shall promptly make prosecution of the work provided for in said (and Contract that may hereafter be made, notice of this obligation to be void, otherwise to remain it | Contract, and any and all of which modifications to the s | duly authorized                    |

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

| SEAL  WITNESS Apply  | Gibson & Associates, Inc.  CONTRACTOR  By:  P.O. Box 800579  Balch Springs, TX 75180-0579 |  |  |
|--|---|--|--|
| SEAL  ATTEST:  May Barnet  | Federal Insurance Company  SURETY  By:  |  |  |
| Title: Witness   |   |  |  |
| (Surety to Attach Po   | ower of Attorney)   |  |  |
| CERTIFICATE AS TO CO   | DRPORATE PRINCIPAL  |  |  |
| I, Paricia M. G. bsen, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that A. J. Johnston, who signed the said bond on behalf of the PRINCIPAL, is the |   |  |  |
| Palueia In. Irlin  |   |  |  |
|  | (Corporate Seal)  |  |  |

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

## SECTION MB MAINTENANCE BOND

STATE OF TEXAS

| COUNT | ΥC | )FD | AL | $\mathbf{L}$ | ۱s |
|-------|----|-----|----|--------------|----|
|-------|----|-----|----|--------------|----|

| 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  |
| 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 _  | ibson & Associates, | Inc has caused these presents to be |
|---------------------------------|---------------------|-------------------------------------|
| executed by                     | and the said        | has hereunto set his                |
| hand this the 30t day of June   |                     |                                     |
| :                               |                     |                                     |
| SURETY                          | PRINCIPA            | L                                   |
| Federal Insurance Company       | Gibso               | n & Associates, Inc.                |
|                                 | By: 3a              | true In Irlison                     |
| By: Carla J. Ball Carla J. Ball |                     |                                     |
|                                 | ATTEST              |                                     |
| By: Witness  By: Witness        | Assf Secretary      | Mehr                                |
| 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 A  |   |
| as Obligee, in the amount of \$ 333,373.87  | effective June 30, 1999   |
| for the construction of Addison Circle Phas   | se II-B Public Infrastructure Paving  |
| <b>共实共民共共共共共共共共共共共共立的的,并并共立的共和共和共共共共共共共共共共共共和国的</b>   | <sup>有</sup> 为卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖卖   |
| Whereas, when this bond was executedTo  | own of Addisonwas   |
| Whereas, it is now desired that certain other parti   | ies be added as Obligees.   |
| Now, therefore, Subject to the Consent of   |   |
| hereby understood and agreed that the following sthis bond: Gaylord Properties, Inc. a        | (Original Obligee) shall be considered as additional Obligee(s) under and Post Properties, Inc.   |
| The foregoing, however, is subject to the followin  | ng further provisions:  |
| unless the said Obligees, or any of strictly in accordance with the terms.                    | der this bond to the Obligees, or any of them, of them, shall make payment to the Principal rm of said contract as to payments, and shall to be performed under said contract at the time th. |
| <ol> <li>The Principal and the Surety here<br/>of the Obligees in the aggregate it</li> </ol> | eunder shall not be liable to any one or to all<br>in excess of the penal sum stated above.   |
| Signed, sealed and dated this <u>30th</u> day of  | June 19 99  |
|   | Gibson & Associates, Inc.  (Principal)  |
| Consented To:   | Br. Satura on This  |
| Town of Addison (Original Obligee(s))   | FEDERAL INSURANCE COMPANY   |
| BY:   | BY: Carla J. Ball Attorney-in-Fact  |



## POWER OF ATTORNEY

Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company

Attn.: Surety Department 15 Mountain View Road Warren, NJ 07059

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 Secretar

Gerardo G. Mauriz, Vice President

STATE OF NEW JERSEY 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. 2214603 Commission Expires June 17, 2003 Journe Chussal

#### 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 Vigitant 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  $^{30\,th}$ 

dav of June, 1999

REURAVCH COMPANY





Kuna The 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

#### **AGREEMENT**

#### STATE OF TEXAS

#### COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 301H day of JUNE, 1999, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Gibson and Associates, Inc., of the City of Balch Springs, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

#### Addison Circle Phase II-B Public Infrastructure Streetscape

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 240 to 360 calendar days (depending on the section) after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Six Hundred and twenty-seven thousand and eight hundred and ninety-three and 54/100 dollars (\$627,893.54) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

| TOWN OF ADDISON  | ATTEST:  |
|--|--|
| By: City Manager   | City Secretary   |
| GIBSON AND ASSOCIATES, INC. (CONTRACTOR)   | ATTEST:  |
| By: Affelication   | By: Sheri Clappe,  |
| The following to be executed if the CONTRACTOR is a corpo  | ration:  |
| I, Petros M. Gibson, certify that I am the second that A.J. Johnston, who signed corporation; that corporation by authority of its governing body, and is within the | this Contract on behalf of the CONTRACTOR is the said Contract was duly signed for and in behalf of said |
| Signe  | Patricia In Indian cce   |

Corporate Seal

Bond No. 8155-93-90 Addison Circle Phase II-B Public Infrastructure Streetscape

## SECTION PtB PERFORMANCE BOND

STATE OF TEXAS

| COUNTY OF DALLAS  |                           | Date Bond F        | ixecuted:   | June 30     | , 1999       |
|---|---------------------------|--------------------|-------------|-------------|--------------|
| PRINCIPAL: Gibson & Asso  | ociates, l                | Inc.               |             | <del></del> |              |
| SURETY: Federal Insur   | rance Comp                | pany               |             |             |              |
| PENAL SUM OF BOND (express in words a   | and figures): _           | Six Hundr          | ed Twen     | ty Seven    | Thousand     |
| Eight Hundred Ninety Three and  | 54/100                    | (\$627,893.5       | 4)          |             | <u> </u>     |
| DATE OF CONTRACT:   |                           |                    |             |             | ·            |
| KNOW ALL MEN BY THESE PRESENTS firmly bound unto Town of A hereinafter called the OWNER, in the penal s truly to be made, we bind ourselves, our heir firmly by these presents. | Addison<br>sum of the amo | ount stated above, | for the pay | ment of wh  | ich sum and  |
| THE CONDITIONS OF THIS OBLIGATI certain Contract with the OWNER, numbered   |                           |                    |             |             | tered into a |

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

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

| SEAL  | Gibson & Associates, Inc.   |  |  |  |
|---|---|--|--|--|
| WITNESS Affah   | CONTRACTOR  By: Address: P.O. Box 800579  Balch Springs, TX /5180-057 |  |  |  |
| SEAL ATTEST:  | Federal Insurance Company  SURETY  By:                                |  |  |  |
| Title: Witness  |   |  |  |  |
| (Surety to Attach   | Power of Attorney)  |  |  |  |
| CERTIFICATE AS TO C   | CORPORATE PRINCIPAL   |  |  |  |
| I, Patricio M. Gubsey, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that A Johnston, who signed the said bond on behalf of the PRINCIPAL, is the Evec VP said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body. |   |  |  |  |
|   | Corporate Seal)   |  |  |  |

Bond No. 8155-93-90 Addison Circle Phase II-B Public Infrastructure Streetscape

## SECTION PyB PAYMENT BOND

COUNTY OF DALLAS

Date Bond Executed: June 30, 1999

PRINCIPAL: Gibson & Associates, Inc.

SURETY: Federal Insurance Company

PENAL SUM OF BOND (express in words and figures): Six Hundred Twenty Seven Thousand

Eight Hundred Ninety Three and 54/100 (\$627,893.54)

DATE OF CONTRACT:

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto Town of Addison
hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum

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

and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and

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

severally, firmly by these presents.

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

| SEAL  WITNESS Affahr for  | Gibson & Associates, Inc.  CONTRACTOR  By:  P.O. Box 800579  Balch Springs, TX 75180-0579                               |  |  |
|---|---|--|--|
| SEAL  ATTEST:  Mon Mannif  Title: Witness   | Federal Insurance Company SURETY  By: Carla J. Ball, Attorney-in-fact  Address: 1445 Ross Avenue #4200 Dallas, TX 75202 |  |  |
| (Surety to Attach Po  | ower of Attorney)   |  |  |
| CERTIFICATE AS TO CORPORATE PRINCIPAL   |   |  |  |
| I, Petrona W. Ca. bsov , certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that A Johnston , who signed the said bond on behalf of the PRINCIPAL, is the |   |  |  |
|   | Batuais M. Asham  |  |  |
|   | (Corporate Seal)  |  |  |

Bond No. 8155-93-90 Addison Circle Phase II-B Public Infrastructure Streetscape

## SECTION MB MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

| That  | ibson & 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 incom  | porated home rule municipal corporation under the laws of the State of Texas, the sum of   |  |  |  |
| Six Hur   | ndred Twenty Seven Thousand Eight Hundred Ninety Three and 54/100  |  |  |  |
|   | (\$ 627,893.54 ) for the   |  |  |  |
|   | of which sum will and truly to be made unto said Town of Addison and its successors, said  |  |  |  |
| This oblig  | and sureties do hereby bind themselves, their assigns and successors, jointly and severally.  ation is conditioned, however, that whereas said                           |  |  |  |
| This oblig  | •  |  |  |  |
|   | ation is conditioned, however, that whereas said   |  |  |  |
| has this da   | ation is conditioned, however, that whereas said  Gibson & Associates, Inc.  |  |  |  |
| has this da   | ation is conditioned, however, that whereas said  Gibson & Associates, Inc.  Ly entered into a written contract with the said Town of Addison to build and construct the |  |  |  |
| has this da   | ation is conditioned, however, that whereas said  Gibson & Associates, Inc.  Ly entered into a written contract with the said Town of Addison to build and construct the |  |  |  |

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 $% \left\{ \left\{ \left\langle $ | Gibson & Assoc | iates, Inc has caused these presents to be |
|--|----------------|--|
|  |                | has hereunto set his                       |
| hand this the 30th day of June   |                |  |
|  |                |  |
| SURETY   | 1              | PRINCIPAL.                                 |
| Federal Insurance Company  | _              | Gibson & Associates, Inc.                  |
|  | 1              | Bris atricia In Irlian                     |
| By: Carla (Ball Attorney in Fact   |                |  |
| Carla J. Ball  |                |  |
|  |                | ATTEST                                     |
| By: Whitness   | Asst S         | Secretary Secretary                        |
| Aon Risk Services of Texas   | , Inc.         |  |
| 2711 N. Haskell Avenue #80   | 00. Dallas. TX | 75204                                      |

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

Agency and Address

## RIDER

| To be attached to and form a part of Bond No. 8155-   | 93-90 naming   |
|---|--|
| Gibson & Associates, Inc. as P  | rincipal, and Federal Insurance Company,   |
| as Surety, in favor ofTown of Addison   |  |
| as Obligee, in the amount of \$ 627,893.54  | effective June 30, 1999  |
| for the construction of Addison Circle Phase I  | I-B Public Infrastructure Streetscape  |
| <b>名为农民农政政民政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政政</b>   | <b>去南南安观安徽党党党党党党党党党党党党党党党</b> 党党党会会会会会会会会会会会会会会会会会会会                                 |
| Whereas, when this bond was executedTownamed as Obligee, and  | n of Addison was   |
| Whereas, it is now desired that certain other parties be a  | added as Obligees.   |
| Now, therefore, Subject to the Consent of   | of Addison   |
| hereby understood and agreed that the following shall be this bond:  Gaylord Properties, Inc. and   | (Original Obligee) e considered as additional Obligee(s) under Post Properties, Inc. |
| The foregoing, however, is subject to the following furth   | er provisions:   |
| <ol> <li>The Surcty shall not be liable under this unless the said Obligees, or any of them strictly in accordance with the term of s perform all the other obligations to be p and in the manner therein set forth.</li> </ol> | , shall make payment to the Principal  |
| <ol> <li>The Principal and the Surety hereunder<br/>of the Obligees in the aggregate in excess</li> </ol>   | shall not be liable to any one or to all<br>ss of the penal sum stated above.        |
| Signed, sealed and dated this 30th day of Ju  | ne 19 <u>99</u> .  |
| Consented To:   | Gibson & Associates, Inc.  (Principal)  BY: Jahuan 3. Akan                           |
| Town of Addison (Original Obligee(s))   | FEDERAL INSURANCE COMPANY  |
| BY:   | BY: Carla J. Ball Attorney-in-Fact   |



## 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, 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 the executed and attested these presents and affixed their corporate seals on this 4th day of May, 1999 each executed and attested these presents and affixed their corporate seals on this 4th

Wendel, Assistant Secretary

STATE OF NEW JERSEY

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 On this 4th May, 1999 companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly swom, 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. 2214608 Commission Expires June 17, 2003

## **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 duty 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, Guarn, 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

June, 1999







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

| <u> </u>   | <u>ACORD.</u> CERTIF                                | ICATE JE EABI |                                     | eth prend to task applietely, ethick received  |  | DATE (MM/DD/17)<br>06/29/1999 |  |
|--|---|---------------|-------------------------------------|--|--|-------------------------------|--|
| Allied N. America Corp. of TX<br>12770 Coit Rd #750<br>Dallas, TX 75251<br>(972) 455-1400  |   |               | HOLDER.                             | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  COMPANIES AFFORDING COVERAGE  COMPANY  A St. Paul Guardian Insurance Co |  |                               |  |
|  |   |               |                                     |  |  |                               |  |
|  |   |               |                                     |  |  |                               |  |
| Gibson & Associates, Inc.  |   |               | B I                                 | B TX Workers' Comp Ins Fund  |  |                               |  |
|  | P. O. Box 800579<br>Balch Springs, Tex              | as 75180      | COMPANY                             |  |  |                               |  |
|  | 1   |               | COMPANY<br>D                        |  |  | ·                             |  |
| COVERAGES  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |   |               |                                     |  |  |                               |  |
| CÓ   | TYPE OF INSURANCE                                   | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/00/YY) | POLICY EXPIRATION<br>DATE (WAI/DD/YY)  | Learn  | ş                             |  |
| A  |   | KK09100896    | 06/30/99                            | 06/30/00   |  | 3 2,000,000                   |  |
|  | X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE X OCCUR |               |                                     | •  | PRODUCTS - CONPICE AGG PERSONAL & ADV INJURY | 5 1,000,000                   |  |
|  | OWNERS & CONTRACTORS PROT                           |               |                                     |  | EACH OCCURRENCE                              | \$ 1,000,000<br>\$ 1,000,000  |  |
|  |   |               |                                     |  | FIRE DAMAGE (Any one file)                   | 3 50.000                      |  |
|  |   |               |                                     |  | MEO EXP (Any one person)                     | \$ 5,000                      |  |
| A  | X WAY WILD  | KK09100896-1  | 06/30/99                            | 06/30/00   | COMBINED SINGLE LIMIT                        | \$ 1,000,000                  |  |
|  | ALL OWNED AUTOS SCHEDULED AUTOS                     |               |                                     |  | BODILY INJURY<br>(Per person)                | 3                             |  |
|  | X HON-OWNED AUTOS                                   |               | !                                   |  | BODILY INJURY<br>(Par accident)              | s                             |  |
|  |   |               |                                     |  | PROPERTY DAMAGE                              | ş                             |  |
|  | GANAGE MARRITY                                      |               |                                     | !  | AUTO ONLY - EA ACCIDENT                      | 5                             |  |
|  | ANY AUTO  |               |                                     |  | OTHER THAN AUTO ONLY:                        |                               |  |
|  | <del></del>   |               |                                     |  | EACH ACCIDENT AGGREGATE                      | 3                             |  |
|  | EXCESS LIABILITY                                    | rypotoppoe    | 05/30/00                            | 06/30/00   |  | \$                            |  |
| A  | X UMBRELLA FORM                                     | KK09100896    | 00/30/33                            | 08/30/00   | AGGREGATE                                    | \$10,000,000<br>\$10,000,000  |  |
|  | OTHER THAN UMBRELLA FORM                            |               |                                     |  |  | \$                            |  |
| В  | WORKERS COMPENSATION AND                            | TSF0010030103 | 04/15/99                            | 04/15/00   | X WC STATU- OTH-                             |                               |  |
|  | EMPLOYERS' LIABILITY                                |               |                                     |  | EL EACH ACCIDENT                             | 3 .500,000                    |  |
|  | THE PROPRIETORY PARTNERS EXECUTIVE                  |               |                                     |  | EL DISEASE - POLICY LIMIT                    | \$ 500,000                    |  |
|  | OFFICERS ARE: EXCL                                  |               |                                     |  | 8. DISEASE - EA EMPLOYEE                     | \$ 500,000                    |  |
|  |   |               |                                     |  |  |                               |  |
| Project(s): Addison Circle Phase IIB Public Infrastructure Paving and Streetscaping  |   |               |                                     |  |  |                               |  |
| 22 (00.11  |   |               |                                     |  |  |                               |  |
| CENTIFICATE NOCDER.  CHOULD ANY OF THE ABOVE DESCRIPED POLICIES BE CANCELLED REFORE THE  |   |               |                                     |  |  |                               |  |
| Town of Addison / Gaylord EXPRATION DATE THEREOF, THE BROUND COMPANY WILL ENDEAVOR TO M  |   |               |                                     |  |  |                               |  |
|  | operties, Inc. /                                    | <del>-</del>  |                                     | 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.  |  |                               |  |
| P. O. Box 9010 Inc.<br>Addison Texas 75001   |   |               | OF ANY N                            | BUT FARLIRE TO MAL SUGA ROTICE SHALL IMPOSE NO CHLUDATION ON LIABRLITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  |  |                               |  |
|  | 1   |               | ALTHOREGED RES                      | TLESENTATO T   | Lama   | ا ر                           |  |
| ACORD 25.9 (1/85)  |   |               |                                     | PACORO CORPORATION 1688  |  |                               |  |



FINANCE DEPARTMENT/PURCHASING DIVISION E-mail purchasing@cj.addison.tx.us

5350 Belt Line Road

(972) 450-7090

Facsimile (972) 450-7096

P.O. Box 9010

Addison, Texas 75001

TAMMY FRANKS ASSISTANT

June 24, 1999

Mr. Dennis Bailey Vice President North Texas Contracting, Inc. Keller, TX 76244

#### NOTICE OF AWARD: Addison Circle Phase II-B Public Infrastructure Utilities

Dear Mr. Bailey:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 99-34 with Addenda.

Enclosed please find three completed copies of the contracts to be signed by an authorized officer or principal of your firm.

Please return all three copies, along with the necessary bonds and insurance certificates, as soon as possible, but no later than July 1, 1999. Please note the multiple owners to be used for insurance and bonds.

If you have any questions or if I can be of assistance to you, please contact me at 972-450-7090.

Sincerely,

**Enclosures** 

Copy: John Baumgartner

Clyde Johnson

#### **AGREEMENT**

#### STATE OF TEXAS

#### COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 1999, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and North Texas Contracting, Inc., of the City of Keller, County of Tarrant, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

#### Addison Circle Phase II-B Public Infrastructure Utilities

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 90 to 120 calendar days (depending on the section) after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Four Hundred and thirty-five thousand and five hundred and eighty-three and 00/100 dollars (\$435,583.00) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

| written.  |  |
|---|--|
| TOWN OF ADDISON<br>(OWNER)                            | ATTEST:  |
| Ву:   |  |
| City Manager  | City Secretary   |
| NORTH TEXAS CONTRACTING, INC.                         | ATTEST:  |
| (CONTRACTOR)  |  |
| Ву:   | Ву:  |
| The following to be executed if the CONTRACTOR        | is a corporation:  |
| I,, certify that                                      | I am the secretary of the corporation named as CONTRACTOR            |
| herein; that, v                                       | who signed this Contract on behalf of the CONTRACTOR is the          |
| (official title) of said corpo                        | ration; that said Contract was duly signed for and in behalf of said |
| corporation by authority of its governing body, and i | s within the scope of its corporate powers.                          |
| А.  |  |
|   | Signed:  |
|   |  |

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

Corporate Seal



#### FINANCE DEPARTMENT/PURCHASING DIVISION

Facsimile (972) 450-7096

5350 Belt Line Road

(972) 450-7090

E-mail purchasing@ci.addison.tx.us

P.O. Box 9010

Addison, Texas 75001

TAMMY FRANKS

June 24, 1999

Mr. A.J. Johnston Executive Vice President Gibson and Associates, Inc. P.O. Box 800579 Balch Springs, TX 75180-0579

## NOTICE OF AWARD: Addison Circle Phase II-B Public Infrastructure Paving Addison Circle Phase II-B Public Infrastructure Streetscape

Dear Mr. Johnston:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 99-34 with Addenda.

Enclosed please find three completed copies of the contracts to be signed by an authorized officer or principal of your firm.

Please return all three copies, along with the necessary bonds and insurance certificates, as soon as possible, but no later than July 1, 1999. Please note the multiple owners to be used for insurance and bonds.

If you have any questions or if I can be of assistance to you, please contact me at 972-450-7090.

Sincerely,

**Enclosures** 

Copy: John Baumgartner

Clyde Johnson

#### **AGREEMENT**

#### STATE OF TEXAS

#### COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Gibson and Associates, Inc., of the City of Balch Springs, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

#### Addison Circle Phase II-B Public Infrastructure Paving

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 240 to 360 calendar days (depending on the section) after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Three Hundred and thirty-three thousand and three hundred and seventy-three and 87/100 dollars (\$333,373.87) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

| written.                                    |  |
|---|--|
| TOWN OF ADDISON (OWNER)                     | ATTEST:  |
| Ву:   |  |
| City Manager                                | City Secretary   |
| GIBSON AND ASSOCIATES, INC.                 | ATTEST:  |
| (CONTRACTOR)                                |  |
| Ву:   | Ву:  |
| The following to be executed if the CONT    | RACTOR is a corporation:   |
| I,, c                                       | ertify that I am the secretary of the corporation named as CONTRACTOR          |
| herein; that                                | who signed this Contract on behalf of the CONTRACTOR is the                    |
|   | said corporation; that said Contract was duly signed for and in behalf of said |
| corporation by authority of its governing b | ody, and is within the scope of its corporate powers.                          |
|   |  |
|   | Signed:  |

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

Corporate Seal

#### **AGREEMENT**

#### STATE OF TEXAS

#### COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 1999, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Gibson and Associates, Inc., of the City of Balch Springs, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

#### Addison Circle Phase II-B Public Infrastructure Streetscape

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 240 to 360 calendar days (depending on the section) after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Six Hundred and twenty-seven thousand and eight hundred and ninety-three and 54/100 dollars (\$627,893.54) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

| written.                                    |  |
|---|--|
| TOWN OF ADDISON<br>(OWNER)                  | ATTEST:  |
| Ву:   | · · · · · · · · · · · · · · · · · · ·  |
| City Manager                                | City Secretary   |
| GIBSON AND ASSOCIATES, INC.                 | ATTEST:  |
| (CONTRACTOR)                                |  |
| Ву:   | Ву:  |
| The following to be executed if the CONT    | RACTOR is a corporation:   |
| I,, c                                       | ertify that I am the secretary of the corporation named as CONTRACTOR          |
| herein; that                                | , who signed this Contract on behalf of the CONTRACTOR is the                  |
| (official title) of                         | said corporation; that said Contract was duly signed for and in behalf of said |
| corporation by authority of its governing b | oody, and is within the scope of its corporate powers.                         |
|   |  |
|   | Signed:  |
|   |  |

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

Corporate Seal

|  |   | ,  |  |   |  |   |  |
|--|---|--|--|---|--|---|--|
| PROJECT: ADDISON CIRCLE PHASE IIB<br>CLIENT: TOWN OF ADDISON           |   | <b>.</b>   | BID TABULATION SUMMARY                           |   |  | ESTIM. BY: HUITT-ZOLLARS, INC.<br>JOB NO. 01-1822-21<br>DATE: | 6/10/99                                |
| ITEM DESCRIPTION   | TRI-DAL LTD   | VALLEY   | NORTH TEXAS<br>CONTRACTING                       | GIBSON &<br>ASSOCIATES                                | POST PROPERTIES  | AVERAGE BID   | ENGINEER'S OPINION<br>OF PROBABLE COST |
| BID PACKAGE 'A'  |   | 5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5<br>5  |  |   |  |   |  |
| SCHEDULE I - PAVING IMPROVEMENTS                                       | NO BID  | BID I  | \$339,346.00                                     | \$333,373.87  | NO BID   | \$336,359.94  | \$277,353.79                           |
| PACKAGE A' TOTAL<br>RID BACKAGE 'R'                                    | 機能を表現しい。<br>の<br>の<br>の<br>の<br>の<br>の<br>の<br>の<br>の<br>の<br>の<br>の<br>の | STATE OF CONTRACTOR  | \$339,346.00                                     | \$333,373.87  | THE PROPERTY OF THE PROPERTY O | \$336,359.94  | \$277,353.79                           |
| SCHEDULE II - STREETSCAPE IMPROVEMENTS                                 | \$540,934.46  | \$678,196.13   |  | \$524,468.81  | ON BID   | \$581,199.80  | \$482,880.45                           |
| SCHEDULE VI - ELEC I HICAL IMPHOVEMENTS (STREETSCAPE)                  | \$130,499.50  | \$103,426.70   | NO BID   | \$103,424.73  | NO BID   | \$112,450.31  | \$103,211.46                           |
| BID PACKAGE 'C'  | \$6/1,433.96  | \$781,622.83   | 5781,622.83 ************************************ | \$627,893.54  | \$627,893.54 <b>EXAMPLE NO BID STREET</b>  | \$693,650.11  | \$586,091.91                           |
| SCHEDULE III - STORM WATER IMPROVEMENTS                                | ON SID  | NO BID   | \$150,164.00                                     | NO BID  | NO BID   | \$150,164.00  | \$153,278.03                           |
| SCHEDULE IV - WASTEWATER IMPROVEMENTS SCHEDITE V - WATER IMPROVEMENTS  | OB ON   | NO BID   | \$37,657.00                                      | OIB ON  | ON BID   | \$37,657.00   | \$34,533.73                            |
| SCHEDULE VII - ELECTRICAL IMPROVEMENTS (DUCT SYSTEM)                   | OB ON   | OIB ON   | \$35,286.00                                      | NO BID  | NO BID   | \$95,286.00<br>\$152,476.00                                   | \$98,493.12                            |
| PACKAGE 'C' TOTAL  | METALORINO SERVICE  | BELL STANDISH DESIGNATION  | \$435,583.00                                     | KINE THOUSIDE SECTION                                 | SOURCE ((C)B)DEBRUERE  | \$435,583.00  | \$407,315.66                           |
| BID PACKAGE 'D'  | ;   |  |  |   |  |   |  |
| SCHEDULE I - PAVING IMPROVEMENTS<br>SCHEDITETT - PERFECTS AND SYCHENTS | OIR ON  | NO BID   | \$320,872.00                                     | OIB ON  | \$408,565.80   | \$364,718.90  | \$277,353.79                           |
| SCHEDULE II - STORM WATER IMPROVEMENTS                                 | OIS ON  | O B ON   | \$566,569.50                                     | OD SE   | \$557,912.81   | \$563,366.16  | \$469,858.24                           |
| SCHEDULE IV - WASTEWATER IMPROVEMENTS                                  | OIS ON  | OB ON  | \$33.858.00                                      | OBION   | 90.5405.01¢  | \$130,090.77  | \$153,270.03                           |
| SCHEDULE V - WATER IMPROVEMENTS  | OIB ON  | NO BID   | \$85,131.00                                      | NO BID  | \$103,221.19   | \$94,176.09   | \$98,493.12                            |
| SCHEDULE VI - ELECTRICAL IMPROVEMENTS (STREETSCAPE)                    | OIS ON  | OIB ON   | \$175,395.00                                     | NO BID  | \$201,414.39   | \$158,821.76  | \$103,211.46                           |
| SCHEDULE VII - ELECTRICAL IMPROVEMENTS (DUCT SYSTEM)                   | OIB ON  | NO BID   | \$133,404.00                                     | NO BID  | \$184,239.51   | \$188,404.70  | \$121,010.78                           |
| PACKAGE 'D' TOTAL  | WHAT WE NO BID WHAT SEE   | ALERS MANO BID SELECTION OF THE PARTY OF THE |  | \$1,453,761.20 <b>2004 300 NO BID (\$1,453,761.8)</b> | \$1,623,427.23   | \$1,539,719.21  | \$1,257,816.47                         |

LOW BID = (LOW BID PACKAGE 'A' + LOW BID PACKAGE 'B' + LOW BID PACKAGE 'C') VS. LOW BID PACKAGE 'D'

| \$333,373.87                              | \$627,893.54                              | \$435,583.00                                  |  |
|---|---|---|--|
| LOW BID PACKAGE 'A' = GIBSON & ASSOCIATES | LOW BID PACKAGE 'B' = GIBSON & ASSOCIATES | LOW BID PACKAGE 'C' = NORTH TEXAS CONTRACTING |  |

\$1,396,850.41

|   |          | ŀ             |             | ]             |              |               |                         |                          |                     |              |                 |        | _<br>_<br>  |                                |                     |              |
|---|----------|---------------|-------------|---------------|--------------|---------------|-------------------------|--------------------------|---------------------|--------------|-----------------|--------|-------------|--------------------------------|---------------------|--------------|
| PROJECT: ADDISON CIRCLE PHASE JIB                           |          |               |             |               |              | BID T         | FABULA                  | 'ABULATION - PACKAGE 'A' | <b>4CKAGE</b>       | , <b>A</b>   |                 |        | ŭ           | ESTIM. BY: HUITT-ZOLLARS, INC. | OLLARS, INC.        |              |
| CLIENT: TOWN OF ADDISON                                     |          |               |             |               |              |               |                         |                          |                     |              |                 |        | ¥ ā         | JOB NO. 01-1822-50<br>DATE:    | 6/10/99             |              |
|   | AUO TINU | QUANTITY      | TRI-DAL LTD | ТТО ТТО       | VALLEY CREST | REST          | NORTH TEXAS CONTRACTING | ONTRACTING               | GIBSON & ASSOCIATES | SOCIATES     | POST PROPERTIES | ERTIES | AVERAGE BID | 018 3                          | ENGINEER'S ESTIMATE | STIMATE      |
| NO. DESCRIPTION   |          | L.            | UNIT PRICE  | COST          | UNIT PRICE   | COST          | UNIT PRICE              | COST                     | UNIT PRICE          | COST         | UNIT PRICE      | cosr   | UNIT PRICE  | COST                           | UNIT PRICE          | COST         |
| SCHEDULE I - PAVING IMPROVEMENTS                            |          |               |             |               |              |               |                         |                          |                     |              |                 |        |             |                                |                     |              |
| 101 MOBILIZATION  | SI       | +             | ;           | 80.08         |              | 80            | \$60,000,00             | \$60,000.00              | \$25,475.00         | \$25,475.00  |                 | 0008   | \$42,737.50 | \$42,737.50                    | 57.761.63           | \$7.761.63   |
| 102 SUPERINTENDENT  | ST       | -             |             | \$0.00        |              | 80.08         | \$40,000.00             | \$40,000.00              | \$23,100.00         | \$23,100.00  |                 | 80.00  | \$31,550.00 | \$31,550.00                    | \$7.761.63          | \$7,761.63   |
| 103 FULL DEPTH SAWCUT EXIST, CONCRETE                       | I.F.     | 84            |             | 20.00         |              | 80.00         | 83.00                   | \$252.00                 | \$2.50              | \$210.00     | _               | \$0.00 | \$2.75      | \$231.00                       | \$2.40              | \$201.60     |
| 104 REM. & DISPOSE OF EXIST. CONC. PAVEMENT, INCLUDING CURB | S.       | 459           |             | \$0.00        |              | 80:00         | \$12.00                 | \$5,508.00               | \$16.50             | \$7,573.50   |                 | \$0.00 | \$14.25     | \$6,540.75                     | S6.60               | \$3,029.40   |
| 105 8" FLEX BASE TYPE A, GRADE 2                            | ζ        | ¥8            |             | \$0.00        |              | 80.00         | \$20.00                 | \$1,120.00               | \$40.00             | \$2,240.00   |                 | \$0.00 | \$30.00     | \$1,680.00                     | \$29.00             | \$1,624.00   |
| 106 GRASSCRETE PAVEMENT                                     | SF       | 2248          |             | \$0.00        |              | S0.00         | 85.00                   | \$11,240.00              | \$2.74              | \$6,159.52   |                 | \$0.00 | \$3.87      | \$8,699.76                     | \$2.00              | \$4,496.00   |
| 107 6" LIME STABILIZED SUBGRADE                             | λS       | 4250.0        |             | 00.0S         |              | <b>80</b> .00 | 83.50                   | \$14,875.00              | \$5.20              | \$22,100.00  |                 | \$0.00 | \$5.35      | \$18,487.50                    | \$1.90              | \$8,075.00   |
| 108 HYDRATED LIME (33LBS/SY)                                | TON      | 58.3          | 1           | \$0.00        |              | <b>20</b> :00 | \$110.00                | \$6,413.00               | \$126.50            | \$7,374.95   |                 | 90:0S  | \$118.25    | \$6,893.98                     | \$115.50            | \$6,733.65   |
| 109 6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT             | λs       | 3842          |             | <b>2</b> 0.00 |              | 20:00         | \$26.00                 | \$99,892.00              | \$28.80             | \$110,649.60 |                 | 20:00  | \$27.40     | \$105,270.80                   | \$34.00             | \$130,628.00 |
| 110 6" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)   | λs       | 286           |             | \$0.00        |              | 80.00         | \$30.00                 | \$16,980.00              | \$33.30             | \$18,847.80  |                 | 20:00  | \$31.65     | \$17,913.90                    | 239.00              | \$22,074.00  |
| 111 6' 650 PSI FLEX REINF. CONC INTEGRAL CURB               | <b>5</b> | 1787          |             | \$0.00        |              | 80.00         | \$2.00                  | \$3,574.00               | \$3.75              | \$6,701.25   |                 | \$0.00 | \$2.88      | \$5,137.63                     | \$2.00              | \$3,574.00   |
| 112 6' 650 PSI FLEX REINF. CONC. DRIVE WWO DROP SLAB        | SY       | 40            |             | \$0.00        |              | \$0.00        | \$28.00                 | \$1,120.00               | \$35.00             | \$1,400.00   |                 | \$0.00 | \$31.50     | \$1,260.00                     | \$34.00             | \$1,360.00   |
| 113 REINF. CONC. STREET HEADER                              | <u>.</u> | 74            |             | 80.00         |              | \$0.00        | \$5.00                  | \$370.00                 | \$6.00              | SA44.00      |                 | 20:00  | \$5.50      | \$407.00                       | \$6.60              | \$488.40     |
| 114 LONGITUDINAL BUTT JOINT                                 | 4        | 42            |             | SO:00         |              | \$0.00        | \$5.00                  | \$335.00                 | \$5.00              | \$335.00     |                 | \$0.00 | \$5.00      | \$335.00                       | \$6.60              | \$442.20     |
| 115 FURNISH ACME VEHICULAR BRICK PAVER, DELIVERED TO SITE   | SF       | 4493          |             | 80.00         |              | \$0.00        | 83.00                   | \$13,479.00              | 83.70               | \$16,624.10  |                 | \$0.00 | 53.35       | \$15,051.55                    | \$3.30              | \$14,826.90  |
| 116 FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK    | 75<br>1  | 4483          |             | 80.00         |              | \$0.00        | \$2.00                  | \$9,986.00               | \$2.86              | \$12,849.98  |                 | 80.00  | \$2.43      | \$10,917.99                    | \$3.30              | \$14,826.90  |
| 117 24" THERMOPLASTIC STOP LINE                             | <u></u>  | 24            |             | 80.08         |              | \$0.00        | \$28.00                 | \$672.00                 | \$27.50             | \$660.00     |                 | 80.00  | \$27.75     | \$666.00                       | \$15.00             | \$360.00     |
| 118 STREET AND TRAFFIC CONTROL SIGNS                        | ង        | 52            |             | 80.08         |              | 20:00         | \$200.00                | \$5,000.00               | \$423.50            | \$10,587.50  |                 | 20.00  | \$311.75    | \$7,793.75                     | \$167.20            | \$4,180.00   |
| 119 STREET NAME SIGN AND MOUNTING HARDWARE                  | æ        | 4             |             | 80.00         |              | 80.00         | \$500.00                | \$2,000.00               | \$390.50            | \$1,562.00   |                 | \$0.00 | \$445.25    | \$1,781.00                     | \$167.20            | \$668.80     |
| 120 STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE         | ង        | 15            |             | 80.03         |              | 80.0S         | \$150.00                | \$2,250.00               | \$434.50            | \$6,517.50   |                 | \$0.00 | \$292.25    | \$4,383.75                     | \$106.70            | \$1,600.50   |
| 121 STREET BARRICADE  | 5        | <del>\$</del> |             | 00:0S         |              | 80.08         | \$40.00                 | \$1,600.00               | \$22.00             | \$80.00      |                 | \$0.00 | \$31.00     | \$1,240.00                     | \$27.50             | \$1,100.00   |
| 122 REMOVE EXISTING STREET BARRICADE                        | 5        | :8            |             | \$0.00        |              | 80.08         | \$10.00                 | \$650.00                 | \$11.00             | \$715.00     |                 | \$0.00 | \$10.50     | \$682.50                       | \$10.00             | \$650.00     |
| 123 BARRICADING, SIGNING AND TRAFFIC CONTROL                | WO       | -             |             | \$0.00<br>\$  |              | 80.08         | \$9,900.00              | \$9,900.00               | \$7,000.00          | \$7,000.00   |                 | \$0.00 | \$8,450.00  | \$8,450.00                     | \$1,100.00          | \$1,100.00   |
| 124 UNCLASSIFIED STREET EXCAVATION                          | ζ        | 3313          |             | \$0.00        |              | 80.00         | \$10.00                 | \$33,130.00              | \$13.09             | \$43,367.17  |                 | \$0.00 | \$11.55     | \$38,248.59                    | 54.40               | \$14,577.20  |
| CONTINGENCY   |          |               |             |               |              |               |                         |                          |                     |              |                 |        |             |                                |                     | \$25,213.98  |
| SCHEDULE I SUBTOTAL   |          | 1             | 1           | NO BID        |              | O BID         |                         | \$339,346.00             |                     | \$333,373.87 |                 | OIBON  |             | \$336,359.94                   |                     | \$277,353.79 |

|   |             |          |                | 1            |              |              |                         |            |                         |              |                 |        |             |                                |                     |              |
|---|-------------|----------|----------------|--------------|--------------|--------------|-------------------------|------------|-------------------------|--------------|-----------------|--------|-------------|--------------------------------|---------------------|--------------|
| PROJECT: ADDISON CIRCLE PHASE IIB                                       |             |          |                |              |              | BID T        | TABULA                  | TION - P   | ABULATION - PACKAGE 'B' | Ö            |                 |        | ŭ           | ESTIM. BY: HUITT-ZOLLARS, INC. | ZOLLARS, INC.       |              |
| CLIENT: TOWN OF ADDISON   |             |          |                |              |              |              |                         |            |                         |              |                 |        | ¥ å         | JOB NO. 01-1822-50<br>DATE:    | 6/10/99             |              |
|   | - IN        | QUANTITY | TRI-DAL LTD    | LLTD         | VALLEY CREST | REST         | NORTH TEXAS CONTRACTING | ONTRACTING | GIBSON & ASSOCIATES     | SOCIATES     | POST PROPERTIES | ERTIES | AVERAGE BID | EBID                           | ENGINEER'S ESTIMATE | ESTIMATE     |
| DES   |             | •        | UNIT PRICE     | COST         | UNIT PRICE   | COST         | UNIT PRICE              | COST       | UNIT PRICE              | cosr         | UNIT PRICE      | COST   | UNIT PRICE  | cost                           | UNIT PRICE          | COST         |
| SCHEDULE II - STREETSCAPE IMPROVEMENTS                                  |             |          |                |              |              |              |                         |            |                         |              |                 |        |             |                                |                     |              |
| 201 IRRIGATION SYSTEM INCL. POWER & TELEPHONE                           | 83          | -        | \$45,000.00    | \$45,000.00  | \$41,500.00  | \$41,500.00  |                         | 20.00      | \$27.500.00             | \$27,500.00  |                 | 90     | \$38,000.00 | S38.000.00                     | 827.060.00          | 827.060.00   |
| 202 TREE FENCE  | 5           | 1684     | \$21.00        | \$35,364.00  | \$19.00      | \$31,996.00  |                         | \$0.00     | \$20.00                 | \$33,680.00  |                 | 20:05  | \$20.00     | \$33,680.00                    | \$18.70             | \$31,490.80  |
| 203 4" PVC SCH, 40 PERFORATED DRAIN SYSTEM                              | <u>u</u> ;  | 1715     | \$25.00        | \$42,875.00  | \$17.60      | \$30,164.00  |                         | \$0.00     | \$18.70                 | \$32,070.50  |                 | \$0.00 | \$20.43     | \$35,043.17                    | \$11.00             | \$18,865.00  |
| 204 BENCH B   | នាន         | 21       | \$690.00       | \$14,490.00  | \$1,050.00   | \$22,050.00  |                         | 80.08      | \$970.00                | \$20,370.00  |                 | 20.00  | \$903.33    | \$18,970.00                    | \$300.00            | \$18,900.00  |
| 206 TRASH RECEPTACLE 'B'  | 5 5         | 3 T      |                | \$4,875.00   | \$1,255.00   | \$18,825.00  |                         | 80.08      | \$1,500.00              | \$16,500.00  |                 | 90 95  | \$1,665.00  | \$13,400.00                    | 8825.00             | \$2,475.00   |
| 207 BIKE RACK   | E           | 13       |                | \$2,730.00   | \$1,285.00   | \$16,705.00  |                         | \$0.00     | \$130.00                | \$1,690.00   |                 | 20.00  | \$541.67    | \$7,041.67                     | \$90.00             | \$1,170.00   |
| 208 BALD CYPRESS, 200 GAL, 5"-6" CAL, 16"-18" HT., 10"-12" SPREAD, FULL | <b>5</b>    | 58       |                | \$36,400.00  | \$1,300.00   | \$33.800.00  |                         | \$0.00     | \$1,540.00              | \$40,040.00  |                 | \$0.00 | \$1,413.33  | \$36,746.67                    | \$1,265.00          | \$32,890.00  |
| 209 ILIVE OAK, 200 GAL 5'-5' CAL, 16'-18' HT, 10'-12' SPREAD, FULL      | <b>a</b> a  | 8 8      | \$1,400.00     | \$53,200.00  | \$1,570.00   | \$59,660.00  |                         | 8000       | \$1,540.00              | \$58,520.00  |                 | 80.00  | \$1,503.33  | \$57,126.67                    | \$1,265.00          | \$48,070.00  |
| 211 PALMERA   | ផ           | 8        |                | \$1,080.00   | \$41.50      | \$1.494.00   |                         | 0000       | \$22.00                 | \$792.00     |                 | 8 8    | S31.17      | \$/ 14:00                      | 825.00              | 280000       |
| 212 DWARF YAUPON HOLLY, 1 GAL.  | ង           | 1224     |                | \$6,120.00   | S6.35        | \$7,772.40   |                         | 80.00      | \$4.40                  | \$5,385.60   |                 | \$0.00 | \$5.25      | \$6,426.00                     | \$2.50              | \$5,508.00   |
| 213 BLUE PLUMBAGO   | ឥ           | 232      |                | \$464.00     | \$7.20       | \$1,670.40   |                         | \$0.00     | \$1.65                  | \$382.80     |                 | 20:00  | 53.62       | \$839.07                       | \$2.00              | \$464.00     |
| 214 IDALLAS ROSEMARY  | ស រ         | 8        |                | \$612.00     | \$24.25      | \$824.50     |                         | \$0.00     | \$18.70                 | \$635.80     |                 | S0.00  | \$20.32     | 2690.77                        | \$20.00             | \$680.00     |
| 215 (YAHHUW COHUNATION GOLD   | <b>5</b>    | # 9      |                | \$144.00     | \$9.50       | \$171.00     |                         | \$0.00     | \$5.50                  | \$39.00      |                 | 80.00  | \$7.67      | \$138.00                       | \$10.00             | \$180.00     |
| 217 BOSEMARIE DAVIE   | 5 ដ         | 9 8      | 00.88          | 5144.00      | 22.63        | \$166.50     |                         | 20.00      | \$5.50                  | \$99.00      |                 | 80.00  | 87.58       | \$136.50                       | \$10.00             | \$180.00     |
| 218 IRIS MADONNA  | 5 55        | 200      | 88.00          | \$1,632.00   | 29.90        | \$2,019.60   |                         | 80.08      | \$5.50                  | \$1.122.00   |                 | 8 8    | \$18.87     | \$4.591.20                     | \$10.00             | \$2,040.00   |
| 219 BEARDED IRIS ITALIAN  | EA          | 222      | SB.00          | \$1,776.00   |              | \$2,197.80   |                         | \$0.00     | \$5.50                  | \$1,221.00   |                 | 80.08  | \$7.80      | \$1,731.60                     | \$10.00             | \$2,220.00   |
| 220 IRIS GOLDEN   | <b>5</b>    | 324      | 00:BS          | \$2,592.00   |              | \$3,207.60   |                         | \$0.00     | \$5.50                  | \$1,782.00   |                 | \$0.00 | \$7.80      | \$2,527.20                     | \$10.00             | \$3,240.00   |
| 221 DAFFODIL FEB. GOLD  | ង់          | 432      | 88.00          | \$3,456.00   |              | \$4,276.80   |                         | \$0.00     | \$6.60                  | \$2,851.20   |                 | \$0.00 | \$8.17      | \$3,528.00                     | \$10.00             | \$4,320.00   |
| 222 UAFFOUL GHAND FRIMO   | 5 5         | 202      | 8 8            | 51,632.00    | 06.63        | \$2,019.60   |                         | 8000       | \$6.60                  | \$1,346.40   | +               | \$0.00 | \$8.17      | \$1,666.00                     | \$10.00             | \$2,040.00   |
| 24 HYPERICUM  | 5 5         | 3        | \$16.00        | \$704.00     | 227.30       | \$1,201.20   |                         | 800        | \$18.70                 | S822.80      |                 | 80.05  | 23062       | S909 33                        | S15.00              | \$2,400.00   |
| 225 BLEEDING HEART  | EA          | 72       | \$8.00         | \$576.00     | \$13.60      | \$979.20     |                         | 80:00      | \$6.60                  | \$475.20     |                 | \$0.00 | \$9.40      | \$676.80                       | \$10.00             | \$720.00     |
| 226 HYPERION DAYLILY  | <b>a</b>    | 9        | 888            | \$144.00     | \$10.50      | \$189.00     |                         | 80.00      | \$6.60                  | \$118.80     |                 | S0.00  | SB.37       | \$150.60                       | \$10.00             | \$180.00     |
| 227 BERMUDA HYDHOSEEU   | <b>3</b> 5  | 15200    | \$0.21         | \$3,192.00   | 20.70        | \$10,640.00  |                         | \$0.00     | 50.11                   | \$1,672.00   |                 | 20.00  | \$0.34      | \$5,168.00                     | \$0.06              | \$912.00     |
| 229 SUPERINTENDENT  | र द         |          | \$35,000.00    | \$35,000.00  | \$77,200.00  | \$77,200.00  | +                       | 20.00      | \$33,100.00             | \$33,100.00  |                 | 80.00  | \$48,433.33 | 548,433.33                     | \$13,796.69         | \$13,796.69  |
| 230 4" 3000 PSI COMPRESSIVE REINF. CONC. SIDEWALK                       | SF          | 420      | \$3.85         | \$1,617.00   | \$3.75       | \$1,575.00   |                         | \$0.00     | \$3.30                  | \$1,386.00   | -               | \$0.00 | 83.63       | \$1,526.00                     | \$3.75              | \$1.575.00   |
| 231 4" 3000 PSI COMPRESSIVE REINF, CONC. SUBBASE (SIDEWALK)             | S           | 25693    | \$3.75         | \$96,348.75  | 53.75        | \$96,348.75  |                         | 20:00      | \$3.30                  | \$84,786.90  |                 | 20.00  | \$3.60      | \$92,494.80                    | \$2.90              | \$74,509.70  |
| 232 16 3000 PSI COMPRESSIVE HEINF, CONC. SUBBASE (SIDEWALK)             | <u>بر د</u> | 192      | 8.40           | \$844.80     | 8.8          | \$940.80     |                         | 80.08      | \$4.30                  | \$825.60     |                 | 20.00  | 84.53       | \$870.40                       | \$3.40              | \$652.80     |
| 234 FURNISH BEDDING MATERIAI S AND PLACE PED. BRICK                     | h 15        | P1252    | 8. 20<br>R. 20 | 249 167 30   | 25.00        | \$30,770.40  |                         | 20.00      | \$2.11                  | \$53,201.54  |                 | 20.00  | 82.55       | \$64,379.75                    | S1.85               | \$41,603.10  |
| 235 RESET PEDESTRIAN BRICK PAVERS                                       | S S         | 2221     | \$1.95         | \$4,330.95   | 05.18        | 83,23,00     | +                       | 20.08      | \$1.20                  | \$25,953.30  | +               | 8.08   | 2 5 E       | \$36,140.07<br>\$3.442.55      | 2 S                 | S3 684 65    |
| 236 UNCLASSIFIED SIDEWALK EXCAVATION                                    | չ           | 88       | \$6.00         | \$3,288.00   | \$16.00      | \$8,768.00   |                         | 80.00      | \$35.00                 | \$19,180.00  |                 | 20.00  | \$19.00     | \$10,412.00                    | \$8.80              | \$4,822.40   |
| 237 REMOVE AND SALVAGE EX. PEDESTRIAN PAVERS                            | SF          | 2221     | \$0.80         | \$1,776.80   | 0718         | \$2,665.20   |                         | \$0.00     | \$1.09                  | \$2,420.89   |                 | \$0.00 | \$1.03      | \$2,287.63                     | \$2.30              | \$5,108.30   |
| 238 4" - 6" VARIABLE 3000 PSI CONC. SUBBASE                             | ry s        | 1550     | 84.40          | \$6,820.00   | SZ.00        | \$6,200.00   |                         | \$0.00     | \$4.00                  | \$6,200.00   |                 | \$0.00 | \$2.13      | \$6,406.67                     | 8.39                | \$6,665.00   |
| 239 BERMUDA SOLID SOD   | ь<br>5      | 2248     | \$0.47         | \$1,056.56   | S0.46        | \$1,004.08   | +                       | 80.00      | \$0.31                  | \$696.88     |                 | \$0.00 | \$0.41      | \$929.17                       | \$1.50              | \$3,372.00   |
| 240 BAHARICAUING, SIGNING AND HAPPIC CONTROL CONTINGENCY                | S           |          | 85,000.00      | \$5,000.00   | \$12,950.00  | \$12,950.00  |                         | 80.00      | \$1,560.00              | \$1,560.00   | $\dagger$       | 80.00  | \$6,503.33  | \$6,503.33                     | \$10,000.00         | \$10,000.00  |
| SCHEDULE II SUBTOTAL  |             |          |                | \$540,934.46 | <u> </u>     | \$678,196.13 | Ž                       | NO BID     |                         | \$524,468.81 |                 | OIB ON |             | \$581,199.80                   |                     | \$482,880.45 |
|   |             |          |                |              |              |              |                         |            |                         |              |                 |        |             |                                |                     |              |

|     | PROJECT: ADDISON CIRCLE PHASE IIB<br>CLIENT: TOWN OF ADDISON |                      |           |             |              |              | BID TA       | TABULA                  | BULATION - PACKAGE 'B' | ACKAGE              | Ö            |                 |         | W 42        | ESTIM. BY: HUTTI-ZOLLARS, INC.<br>JOB NO. 01-1822-50<br>DATE: 6/10/99 | OLLARS, INC.<br>6/10/99 |              |
|-----|--|----------------------|-----------|-------------|--------------|--------------|--------------|-------------------------|------------------------|---------------------|--------------|-----------------|---------|-------------|---|-------------------------|--------------|
| JEM | пем  | NS S                 | VIIIANIII | TRI-DAL LTD | 017          | VALLEY CREST | REST         | NORTH TEXAS CONTRACTING | ONTRACTING             | GIBSON & ASSOCIATES | SOCIATES     | POST PROPERTIES | PERTIES | AVERAGE BID | 0183  | ENGINEER'S ESTIMATE     | TIMATE       |
| Š.  | DESCRIPTION  |                      |           | UNIT PRICE  | COST         | UNIT PRICE   | COST         | UNIT PRICE              | COST                   | UNIT PRICE          | rsoo         | UNIT PRICE      | COST    | UNIT PRICE  | cost  | UNIT PRICE              | cost         |
|     | SCHEDULE VI - ELECTRICAL IMPROVEMENTS (STREETSCAPE)          |                      |           |             |              |              |              |                         |                        |                     |              |                 |         |             |   |                         |              |
| 8   | 601 METER SOCKET BASE  | 2                    |           | \$550.00    | \$550.00     | \$94.00      | \$94.00      |                         | \$0.00                 | \$93.50             | \$93.50      |                 | 00:08   | \$245.83    | \$245.83  | \$230.00                | \$230.00     |
| 709 | 602 UNISTRUT FRAME   | ង                    | =         | \$1,650.00  | \$1,650.00   | \$475.00     | \$475.00     |                         | \$0.00                 | \$474.65            | \$474.65     |                 | 20.00   | \$866.55    | \$866.55  | \$500.00                | \$500.00     |
| ĕ   | 3 SERVICE GROUND   | చ                    |           | \$330.00    | \$390.00     | \$83.00      | \$83.00      |                         | \$0.00                 | \$82.50             | \$82.50      |                 | \$0.00  | \$185.17    | \$185.17  | \$89.10                 | \$89.10      |
| 8   | 4 PANELBOARD W/ BREAKERS 120/140 MCB                         | ជ                    | Ŧ         | \$5,500.00  | \$5,500.00   | \$1,804.00   | \$1,804.00   |                         | \$0.00                 | \$1,804.00          | \$1,804.00   |                 | 80.00   | \$3,036.00  | 83,036.00   | \$682.00                | \$682.00     |
| ෂි  | 5 ENCLOSURE AND CONTACTORS                                   | ន                    | -         | \$890.00    | \$890.00     | \$375.00     | \$375.00     |                         | \$0.00                 | \$375.10            | \$375.10     |                 | 80.00   | \$546.70    | \$546.70  | \$390.00                | \$390.00     |
| ź   | 6 7 DAY TIME CLOCK   | ā                    | -         | \$350.00    | \$350.00     | \$165.00     | \$165.00     |                         | \$0.00                 | \$164.45            | \$164.45     |                 | 80.00   | \$226.48    | \$226.48  | \$170.50                | \$170.50     |
| 9   | 7 PHOTO CELL & CONNECTIONS                                   | EA                   | -         |             | \$250.00     | \$58.00      | \$58.00      |                         | \$0.00                 | \$57.20             | \$57.20      |                 | 80.00   | \$121.73    | \$121.73  | \$236.50                | \$236.50     |
| ŝ   | 8 2" GRC ELBOW   | Æ                    | 99        |             | \$5.820.00   | \$37.40      | \$2,244.00   |                         | \$0.00                 | \$37.40             | \$2,244.00   |                 | 20.00   | \$57.27     | \$3,436.00  | \$7.70                  | \$462.00     |
| 8   | 9 2" PVC SCH. 40 STREEET LIGHT CONDUIT                       | 5                    | 2350      | \$7.10      | \$16,685.00  | \$2.18       | \$5,123.00   |                         | \$0.00                 | \$2.18              | \$5,123.00   |                 | 00'0S   | 53.82       | S8,977.00   | \$3.25                  | \$7,637.50   |
| 6   | 0 HIGH COMPRESSION TAP                                       | <u>.</u>             | 91        | \$16.50     | \$1,336.50   | \$20.10      | \$1,628.10   |                         | 80.00                  | \$20.13             | \$1,630.53   |                 | 20.00   | \$18.91     | \$1,531.71  | \$31.50                 | \$2,551.50   |
| 6 G | 611 CONDUCTOR #8 AWG   | -  -<br>-   <u>-</u> | 13500     | 80.60       | \$540.00     | \$0.34       | \$5,670.00   |                         | 88                     | 50.34               | \$5 670 00   |                 | 0000    | \$0.43      | \$384.00  | \$0.27                  | \$2,265,00   |
| 915 | 3 CONDUCTOR #6 AWG   | <u>_</u>             | 90        |             | \$112.00     | \$0.72       | \$57.60      |                         | 80.00                  | \$0.72              | \$57.60      |                 | 80.00   | \$0.95      | \$75.73   | \$0.70                  | \$56.00      |
| 19  | 4 CONDUCTOR #2 AWG   | -<br>5               | 120       | \$2.30      | \$276.00     | \$1.10       | \$132.00     |                         | \$0.00                 | \$1.08              | \$129.60     |                 | 80.00   | \$1.49      | \$179.20  | \$0.95                  | \$114.00     |
| 19  | 5 STREET LIGHT PULL BOX                                      | EA                   | 3         | \$550.00    | \$1,650.00   | \$192.00     | \$576.00     |                         | 20:00                  | \$191.40            | \$574.20     |                 | \$0.00  | \$311.13    | \$933.40  | \$214.50                | \$643.50     |
| Ĭ9  | 6 PEDESTRIAN STREET LIGHT FOUNDATION                         | ð                    | 24        | \$500.00    | \$12,000.00  | \$602.00     | \$14,448.00  |                         | 20:00                  | \$602.80            | \$14,467.20  |                 | 20:00   | \$568.27    | \$13,638.40   | \$396.00                | \$9,504.00   |
| 5   | 7 BEGA POLE, WITH SINGLE LUMINAIRE AND FIXTURE               | ð                    | 20        | \$2,900.00  | \$58,000.00  | \$2,730.00   | \$54,600.00  |                         | \$0.00                 | \$2,729.10          | \$54,582.00  |                 | \$0.00  | \$2,786.37  | \$55,727.33   | \$2,460.70              | \$49,214.00  |
| ē   | 8 BEGA POLE, WITH DOUBLE LUMINAIRE AND FIXTURE               | ð                    | 4         | \$4,100.00  | \$16,400.00  | \$3,897.00   | \$15,588.00  |                         | 20.00                  | S3,897.30           | \$15,589.20  |                 | \$0.00  | \$3,964.77  | \$15,859.07   | \$3,810.00              | \$15,240.00  |
|     | CONTINGENCY  |                      |           |             |              |              |              |                         |                        | !                   |              |                 |         |             |   |                         | \$9,382.86   |
|     | SCHEDULE VIII SUBTOTAL                                       |                      |           |             | \$130,489.50 |              | \$103,426.70 |                         | NOBID                  |                     | \$103,424.73 |                 | NO BID  |             | \$112,450.31  |                         | \$103,211.46 |

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|     |  |            |                |             | 1      |              |        |               |                         |                     |          |                 |        | 1                  |                                |                     |                          |
|-----|--|------------|----------------|-------------|--------|--------------|--------|---------------|-------------------------|---------------------|----------|-----------------|--------|--------------------|--------------------------------|---------------------|--------------------------|
|     | PROJECT: ADDISON CIRCLE PHASE IIB  |            |                |             |        |              | BID    | TABULA        | ABULATION - PACKAGE 'C' | ACKAGE              | <br>ဂ်   |                 |        | Si                 | ESTIM. BY: HUITT-ZOLLARS, INC. | OLLARS, INC.        |                          |
|     | CLIENT: TOWN OF ADDISON  |            |                |             |        |              |        |               |                         |                     |          |                 |        | 2 6                | JOB NO. 01-1822-50<br>DATE:    | 6/10/99             |                          |
| TEM | HEN  | <u> </u>   | YENALIO        | TRI-DAL LTD | 1710   | VALLEY CREST | CREST  | NORTH TEXAS C | ORTH TEXAS CONTRACTING  | GIBSON & ASSOCIATES | SOCIATES | POST PROPERTIES | ЕВТІЕЅ | AVERAGE BID        | E 810                          | ENGINEER'S ESTIMATE | STIMATE                  |
| Š   | DESCHIPTION  |            |                | UNIT PRICE  | COST   | UNIT PRICE   | COST   | UNIT PRICE    | COST                    | UNIT PRICE          | COST     | UNIT PRICE      | cosT   | UNIT PRICE         | COST                           | UNIT PRICE          | COST                     |
|     | SCHEDULE III - STORM WATER IMPROVEMENTS  |            |                |             |        |              |        |               |                         |                     |          |                 |        |                    |                                |                     |                          |
| 301 | MOBILIZATION   | S          | 1              |             | 80.00  |              | 0000   | 87,000.00     | 00 000 25               | 1                   | 0008     | +               | 0005   | 00 000 25          | 00 000 25                      | \$10.450.98         | \$10,460.98              |
| 305 | SUPERINTENDENT   | S          | +              |             |        |              |        | \$3,000.00    | 83,000.00               |                     |          |                 |        | 23,000.00          | 83,000.00                      | \$10,460.98         | \$10,460.98              |
| 303 | 18" CL. III RCP, INCLUDING EMBEDMENT   | 5          | 254            |             |        |              |        | \$54.00       | \$13,716.00             |                     |          |                 |        | \$54.00            | \$13,716.00                    | \$44.00             | \$11,176.00              |
| 300 | 21° CL. III RCP, INCLUDING EMBEDMENT   | 5          | 222            |             | 808    |              | 80.00  | \$57.00       | \$12,654.00             |                     | 20.00    |                 | 00:03  | \$57.00            | \$12,654.00                    | \$49.50             | \$10,989.00              |
| 306 | 306 27° CL. III RCP, INCLUDING EMBEDMENT   | 5 5        | 366            |             | 888    |              | 888    | 867.00        | \$17,670.00             |                     | 00:03    |                 | 0000   | \$62.00<br>\$67.00 | \$17,670.00                    | 857.00              | \$14,820.00              |
| 307 | 39" CL. III RCP, INCLUDING EMBEDMENT   | T.         | 70             |             | 20:00  |              | 20:00  | \$104.00      | \$7,280.00              |                     | 20.00    |                 | 00:0\$ | \$104.00           | \$7,280.00                     | \$85.00             | \$5,950.00               |
| 308 | REMOVE & DISPOSE OF EXIST. INLET   | Æ          | 2              |             | \$0.00 |              | 89:00  | \$550.00      | \$1,100.00              |                     | \$0.00   |                 | \$0.00 | \$550.00           | \$1,100.00                     | \$385.00            | \$770.00                 |
| 300 | REMOVE & DISPOSE OF EX. CONC. PIPE<br>6'MOD BEC CLIBB IN ET W/ BEC TOP EAR BRICK | <u> </u>   | # -            |             | 888    |              | 888    | \$15.00       | \$1,710.00              |                     | 80.08    |                 | 00:05  | \$15.00            | \$1,710.00                     | \$20.00             | \$2,280.00               |
| 31  | 6' RECESSED INLET W/ RECESSED TOP FOR BRICK, EXTRA DEPTH                         | 5 3        | - P            |             | 800    |              | 00:05  | \$2,200.00    | \$6.600.00              |                     | 00:08    |                 | 80.00  | \$2.200.00         | \$6.600.00                     | \$1,500.00          | \$4,500.00               |
| 312 | 10' REC. CURB INLET W/ REC. TOP FOR BRICK  | ā          | ÷              |             | \$0.00 |              | 80.00  | \$3,000.00    | \$3,000.00              |                     | 20:00    |                 | \$0.00 | \$3,000.00         | 83,000.00                      | \$2,200.00          | \$2,200.00               |
| 313 | 10' REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)                          | <b>S</b> i |                |             | 80.00  |              | 80.00  | \$3,300.00    | \$3,300.00              |                     | 20:00    |                 | 80.00  | \$3,300.00         | \$3,300.00                     | \$2,400.00          | \$2,400.00               |
| 314 | SS XS IYPE Y INLEI   | <b>5</b>   |                |             | 80.00  |              | 8 8    | 83,000.00     | \$3,000.00              |                     | 20:00    |                 | 20.00  | \$3,000.00         | \$3,000.00                     | \$4,620.00          | \$4.620.00               |
| 316 | TYPE 19: STORMWATER MANHOLE  | 5 4        | 7              |             | 808    |              | 80.5   | 00,000.00     | 9,000.00                | 1                   | 20.00    | +               | 20.00  | 00,000,00          | 00'000'95                      | 23,355,00           | 50,710,00                |
| 317 | ADJUST EXIST STORM MANHOLE   | ផ          | -              |             | 00.08  |              | 888    | \$700.00      | \$700.00                |                     | 00:05    | -               | 80.00  | \$700.00           | S700.00                        | \$1,000.00          | \$1,000.00               |
| 318 | RCP 60 DEGREE FACTORY WYE CONNECTION   | Æ          | 6              |             | \$0.00 |              | 20:00  | \$300.00      | \$2,700.00              |                     | \$0.00   |                 | \$0.00 | \$300.00           | \$2,700.00                     | \$220.00            | \$1,980.00               |
| 319 | RCP 45 DEGREE FACTORY WYE CONNECTION   | ង          | +              |             | \$0.00 |              | 80:00  | \$245.00      | \$245.00                |                     | \$0.00   |                 | 20:00  | \$245.00           | \$245.00                       | \$250.00            | \$250.00                 |
| 320 | PIPE TO PIPE CONNECTION  | A t        | -              |             | 80.00  |              | 80.00  | \$400.00      | 8400.00                 |                     | 80.00    |                 | 80.00  | \$400.00           | \$400.00                       | \$760.00            | 2760.00                  |
| 126 | PRECASI CONCHEIE PLUG  | A M        | r a            |             | 888    |              | 88     | \$100.00      | \$500.00                |                     | 80.08    |                 | 80.00  | \$100.00           | 8500.00                        | 238.00              | \$40.00                  |
| 88  | SILT FENCE   | 5 5        | 1520           |             | 80.08  |              | 900    | \$2.00        | \$3.040.00              |                     | 00:08    |                 | 80.08  | \$2.00             | \$3.040.00                     | \$2.10              | \$3.192.00               |
| 324 | STABILIZED CONSTRUCTION ENTRANCE   | λS         | 22             |             | 80.00  |              | \$0.00 | \$18.00       | \$396.00                |                     | 80.00    |                 | \$0.00 | \$18.00            | \$396.00                       | \$7.70              | \$169.40                 |
| 325 | TRENCH SAFETY DESIGN FOR ALL UTILITIES   | rs         | -              |             | 80.00  |              | 80.00  | \$500.00      | \$500.00                |                     | 80.00    |                 | 20:00  | \$500.00           | \$500.00                       | \$550.00            | \$550.00                 |
| 326 | THENCH SAFETY FOR CONSTRUCTION   | <u>ب</u> ا | 1197           |             | 80.03  |              | 800    | \$1.00        | \$1,197.00              |                     | 20:00    |                 | 20:00  | 21.00              | \$1,197.00                     | \$0.50              | \$598.50                 |
| 328 | 3' PVC SI EEVE   | <u>-</u>   | 97.00<br>81.00 |             | 888    |              | 80.8   | 3 5           | \$1,224,00              |                     | 30.00    | +               | 90:00  | 00.45              | \$1,224.00                     | 30.00               | \$2,019.50<br>C10.056.40 |
| 328 | 4* PVC SLEEVE  | 5          | 512            |             | 80.08  |              | 80.08  | 85.00         | \$2,560.00              |                     | 80.00    | +               | 80.00  | \$5.00             | \$2.560.00                     | \$2.40              | \$2,252.80               |
| 330 | 6" PVC SLEEVE  | 1          | 194            |             | 20.00  |              | 00.0S  | \$6.00        | \$1,164.00              |                     | 20.00    |                 | 80.00  | S6.00              | \$1,164.00                     | S6.00               | \$1,164.00               |
|     | CONTINGENCY  |            |                |             | 1      |              |        |               |                         |                     |          |                 |        |                    |                                | 1                   | \$13,934.37              |
|     | SCHEDULE IN SUBTOTAL   |            |                |             | NOBID  |              | QIBON  |               | \$150,164.00            |                     | Ola ON   |                 | NO BID |                    | \$150,164.00                   |                     | \$153,278.03             |
|     | SCHEDULE IV - WASTEWATER IMPROVEMENTS  |            |                |             |        |              |        |               |                         |                     |          |                 |        |                    |                                |                     |                          |
| 404 | 8* SDR 35 PVC WASTEWATER LINE INCLUDING EMBEDMENT                                | 5          | 533            |             | 80:08  |              | 80:08  | \$37.00       | \$19,721.00             |                     | 80.08    |                 | \$0.00 | \$37.00            | \$19,721.00                    | \$35.00             | \$18,655.00              |
| 405 | 6* SDR 35 PVC WW LAT. W/ 2-WAY C.O. & CAST IRON LID                              | æ          | 2              |             | 80.00  |              | 20.00  |               | \$7,500.00              |                     | \$0.00   |                 | \$0.00 | \$1,500.00         | \$7,500.00                     | \$990.00            | \$4,950.00               |
| 8   | 5' DIA. WASTEWATER MANHOLE   | EA         | 2              |             | 80.00  |              | \$0.00 | \$4,100.00    | \$8,200.00              |                     | \$0.00   |                 | \$0.00 | \$4,100.00         | \$8,200.00                     | \$2,750.00          | \$5,500.00               |
| ই   | 17 INSPECTION  | <u>"</u>   | 233            |             | 808    |              | 80.00  |               | \$533.00                |                     | 20.00    |                 | \$0.00 | \$1.00             | \$533.00                       | \$1.10              | \$586.30                 |
| £ 5 | CONNECTION TO EXISTING MANHOLE   |            | 1              |             | 8000   |              | 80.00  | \$1,000.00    | \$1,000.00              |                     | \$0.00   |                 | 20.00  | \$1,000.00         | \$1,000.00                     | \$1,000.00          | \$1,000.00               |
| 974 | HENCH SAFEIT FOR CONSTRUCTION  | <u>-</u>   | 8/             |             | 8.8    |              | 00.00  | \$1.00        | \$703.00                |                     | 80.08    |                 | 20.00  | \$1.00             | \$703.00                       | 51.10               | \$773.30                 |
|     | SCHEDULE IN SUBTOTAL   | -<br>-     |                |             | NOBID  |              | NO BID |               | \$37,657.00             |                     | NOBID    | +               | OI8 ON | <del> </del>       | \$37,657.00                    |                     | \$34,533.73              |
|     |  |            |                |             |        |              |        |               |                         |                     |          |                 |        |                    |                                |                     |                          |

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|  |          |          |             | \<br>\<br> |              |        |                         |             |                         |          |                 |        |              |   |                     |             |
|--|----------|----------|-------------|------------|--------------|--------|-------------------------|-------------|-------------------------|----------|-----------------|--------|--------------|---|---------------------|-------------|
| PROJECT: ADDISON CIRCLE PHASE IIB<br>CLIENT: TOWN OF ADDISON       |          |          |             |            |              | BID T. |                         | TION - P    | ABULATION - PACKAGE 'C' | Ď        |                 |        | ш <b>ў</b> о | ESTIM. BY: HUITT-ZOLLARS, INC.<br>JOB NO. 01-1822-50<br>DATE: 6/10/99 | ZOLLARS, INC.       |             |
| MEM HEW  | EN EN    | CHANTITY | TRI-DAL LTD | .LT0       | VALLEY CREST | HEST   | NORTH TEXAS CONTRACTING | ONTRACTING  | GIBSON & ASSOCIATES     | SOCIATES | POST PROPERTIES | ERTIES | AVERAGE BID  | E BID   | ENGINEER'S ESTIMATE | STIMATE     |
| NO. DESCRIPTION  |          |          | UNIT PRICE  | cosr       | UNIT PRICE   | cost   | UNIT PRICE              | COST        | UNIT PRICE              | COST     | UNIT PRICE      | COST   | UNIT PRICE   | COST  | UNIT PRICE          | COST        |
|  |          |          |             |            |              |        | i                       |             |                         | -        |                 |        |              |   |                     |             |
| SCHEDULE V - WATER IMPROVEMENTS                                    |          |          |             |            |              |        |                         |             |                         |          |                 |        |              |   |                     |             |
| 501 CONCRETE BLOCKING  | Շ        | 2.8      |             | 20.00      |              | \$0.00 | 2250.00                 | S700.00     |                         | 800      |                 | Ş      | 000565       | 00 000  | 22000               | SEARON      |
| 502 D.I. CL. 250 IRON FITTINGS                                     | TON      | 1.1      |             | \$0.00     |              | \$0.00 | \$3,000.00              | \$3,300.00  |                         | 20.00    |                 | 80.00  | \$3,000.00   | \$3,300.00  | \$3,300,00          | \$3,630,00  |
| 503 4" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED. | 4        | 16       |             | \$0.00     |              | S0.00  | \$18.00                 | \$288.00    |                         | 20.00    |                 | \$0.00 | \$18.00      | \$288.00  | 830.00              | \$480.00    |
| 504 6' DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED. | <b>5</b> | 80       |             | 20.00      |              | 20:00  | \$19.00                 | \$1,520.00  |                         | \$0.00   |                 | \$0.00 | \$19.00      | \$1,520.00  | \$35.00             | \$2,800.00  |
| 505 8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED. | 5        | 1006     |             | \$0.00     |              | S0.00  | \$21.00                 | \$21,126.00 |                         | 20:00    |                 | \$0.00 | \$21.00      | \$21,126.00   | \$20.00             | \$20,120.00 |
| 506 4 DIA. RESILIENT SEAT GATE VALVERBOX                           | ង        | 3        |             | 80.00      |              | 80.00  | \$550.00                | \$1,650.00  |                         | S0.00    |                 | \$0.00 | \$550.00     | \$1,650.00 }  | \$412.50            | \$1,237.50  |
| 507 6' DIA. RESILIENT SEAT GATE VALVE/BOX                          | 2        | 9        |             | 80.00      |              | 80.00  | \$650.00                | \$3,900.00  |                         | S0.00    |                 | \$0.00 | \$650.00     | \$3,900.00  | \$578.00            | \$3,468.00  |
| 508 8 DIA, RESILIENT SEAT GATE VALVEROX                            | 2        | 5        |             | 8008       |              | 20:00  | \$750.00                | \$3,750.00  |                         | 20.00    |                 | 20.00  | \$750.00     | 83,750.00   | \$660.00            | \$3,300.00  |
| 509 FIHE HYDRANT   | <b>5</b> | 4        |             | 8008       |              | \$0.00 | \$1,400.00              | \$5,600.00  |                         | 20:00    |                 | 80.00  | \$1,400.00   | \$5,600.00  | \$1,265.00          | \$5,060.00  |
| 510 CONN. TO EXIST. WATER MAIN (ALL SIZES)                         | <b>3</b> | 2        |             | 800        |              | 80.00  | \$800.00                | \$1,600.00  |                         | \$0.00   |                 | \$0.00 | \$800.00     | \$1,600.00  | \$715.00            | \$1,430.00  |
| 511 Z TYPEK SOFI COPPER SERVICE                                    | <b>5</b> | 6        |             | 80.00      |              | 8008   | \$1,200.00              | \$3,600.00  |                         | 20:00    |                 | \$0.00 | \$1,200.00   | \$3,600.00  | \$726.00            | \$2,178.00  |
| 512 4 DOMESTIC SERVICE   | ង់       | 2        |             | 20.00      |              | 80.00  | \$750.00                | \$1,500.00  |                         | \$0.00   |                 | \$0.00 | \$750.00     | \$1,500.00  | \$390.00            | \$1,980.00  |
| 513 67 FIRE LINE 544 1 5 UEDOCCY TIDDING NETED                     | <b>S</b> | 2        |             | 80.00      |              | 80.00  | \$850.00                | \$1,700.00  |                         | 80.00    |                 | 80.00  | \$850.00     | \$1,700.00  | \$1,100.00          | \$2,200.00  |
| 515 12 HERSEY COMPOUND METER                                       | 5 2      | 3        |             | 3 8        |              | 80.00  | 25 500.00               | \$1,500.00  |                         | 800      |                 | 00.00  | \$600.00     | 81.800.00   | \$583.00            | \$1,749.00  |
| 516 6" HERSEY DETECTOR CHECK VALVE W/ ER-1 PTT PACK                | 2        | 2        |             | 000        |              | 80.08  | \$5,000.00              | \$10.000.00 |                         | 20.08    |                 | 0005   | SS 000.00    | \$10,000,00   | SA 855 00           | 517 710 00  |
| 517 1.5" DOUBLE CHECK VALVE ASSEMBLY                               | EA       | 3        |             | 20.00      |              | 20.00  | \$280.00                | \$840.00    |                         | 80:08    |                 | 80.08  | \$280.00     | \$840.00  | \$412.50            | \$1,237,50  |
| 518 17" X 28" PRECAST BOX  | EA       | . 6      |             | 20.00      |              | \$0.00 | \$255.00                | \$1,530.00  |                         | 80.00    |                 | 00'0S  | \$255.00     | \$1,530.00  | \$88.00             | \$528.00    |
| 519 MV-480-801-5 PRECAST BOX                                       | ā        | 4        |             | \$0.00     |              | \$0.00 | \$4,400.00              | \$17,600.00 |                         | 80.00    |                 | 80.00  | \$4,400.00   | \$17,600.00   | \$2,860.00          | \$11,440.00 |
| 520 TRENCH SAFETY FOR CONSTRUCTION                                 | 5        | 732      |             | \$0.00     |              | 80.00  | \$1.00                  | \$732.00    |                         | \$0.00   |                 | \$0.00 | \$1.00       | \$732.00  | \$1.10              | \$805.20    |
| 521 WATER TEST   | SI       | 1        |             | 80.00      |              | 80.00  | \$750.00                | \$750.00    |                         | \$0.00   |                 | \$0.00 | 8750.00      | \$750.00  | \$1,000.00          | \$1,000.00  |
| 522 CONCHETE ENCASEMENT  | 4        | 20       |             | 80.08      |              | \$0.00 | \$40.00                 | \$800.00    |                         | 80.00    |                 | 80.00  | \$40.00      | 2800.00   | \$27.50             | \$550.00    |
|  |          |          |             |            |              |        |                         |             |                         |          |                 |        |              |   |                     | \$8,953.92  |
| SCHEDULE V SUBTOTAL  |          |          |             | OBIO       |              | NOBID  |                         | \$95,286.00 |                         | NOBID    |                 | NOBID  |              | \$95,286.00   |                     | \$98,493.12 |

|    | SCHEDULE VII - ELECTRICAL IMPROVEMENTS (DUCTS) |          |        |        |        |             |              |        |          |                    |              |             |              |
|----|--|----------|--------|--------|--------|-------------|--------------|--------|----------|--------------------|--------------|-------------|--------------|
|    |  |          |        |        |        |             |              |        |          |                    |              |             |              |
|    | 701 6E6 & 4E2 CONC. ENCASED DUCTBANK           | 37       | 273    | \$0.00 | \$0.00 | \$123.00    | \$33,579.00  | 80.08  | 00:0\$   | .00                | 0 833.579.00 | \$93.60     | \$25,552,80  |
| •• | 702 4E2 CONC. ENCASED DUCTBANK                 | - L      | 51     | 20.00  | 80.00  |             |              | 00:0\$ | 00:00    |                    | L            | \$50.00     | \$2,550.00   |
| •• | 703 4E6 & 4E2 CONC. ENCASED DUCTBANK           | 5        | 47     |        |        | \$107.00    |              |        |          | \$107.00           | L            | \$75.00     | \$3,525.00   |
|    | 704 6E6 CONC. ENCASED DUCTBANK                 | 5        | 408    |        |        | \$100.00    | 0,           |        | <u> </u> | \$100.00           | Ű            | 0E-69S      | \$28.274.40  |
|    | 705 BE2 & 8E6 CONC. ENCASED DUCTBANK           | <b>5</b> | 168    |        |        | \$142.00    |              |        | !        | \$142.00           | L            | \$140.00    | \$23,520.00  |
| '` |  | EA       | 2      | 20:00  | 00:0\$ | \$14,670.00 |              | \$0.00 | 80       | \$0.00 \$14,670.00 |              | \$10,230,00 | \$20,460,00  |
|    | 힑  | Æ        | 8.0    | 80.00  | 00:0\$ |             |              | 80.00  | 200      |                    |              | \$44.00     | \$352.00     |
| -  | 밁  | ð        | 8.0    | 20.00  | 00:0\$ | \$100.00    | \$800.00     | 00:08  | 00:08    |                    |              | \$44.00     | \$352.00     |
|    | 709 3" SCHEDULE 40 CONDUIT                     | 5        | 1332.0 |        |        | \$6.50      | \$8,658.00   |        |          | \$6.50             | 00.859.00    | 83.30       | \$4,395.60   |
|    | 710 4" SCHEDULE 40 CONDUIT                     | F        | 120    | 20.00  | 00'0S  | 00.72       | \$840.00     | 00:0\$ | S        | 20.00              |              | \$6.40      | \$528.00     |
|    | 711 FURNISH AND INSTALL SWITCH PAD             | EA       |        | \$0.00 | 20.00  | 52,000.00   | \$2,000.00   | 20:00  | 3        | \$2,               | 57           | \$500.00    | \$500.00     |
|    |  |          |        |        |        |             |              |        |          | _                  |              |             | \$11,000.98  |
|    | SCHEDULE VI SUBTOTAL                           |          |        | NO BID | NOBID  |             | \$152,476.00 | GIBON  | OIB ON   |                    | \$152,476.00 |             | \$121,010.78 |
|    |  |          |        |        |        |             |              |        |          |                    |              |             |              |

|   |          |  |             | ],_    |              |        |                                  | - 1                     |                     |                |                 |                         |                 |                               |                     |                   |
|---|----------|--|-------------|--------|--------------|--------|----------------------------------|-------------------------|---------------------|----------------|-----------------|-------------------------|-----------------|-------------------------------|---------------------|-------------------|
| PROJECT: ADDISON CIRCLE PHASE IIB                           |          |  |             |        |              | BID T  |                                  | ABULATION - PACKAGE 'D' | CKAGE               | ,<br>,<br>,    |                 |                         | ш               | ESTIM. BY: HUTT-ZOLLARS, INC. | OLLARS, INC.        |                   |
| CLIENT: TOWN OF ADDISON                                     |          |  |             |        |              |        |                                  |                         |                     |                |                 |                         | 70              | JOB NO. 01-1822-50<br>DATE:   | 6/10/99             | <del></del> · · · |
| WELL  | LINO     | QUANTITY                                 | TRI-DAL LTD | רדס    | VALLEY CREST | REST   | NORTH TEXAS CONTRACTING          | ONTRACTING              | GIBSON & ASSOCIATES | SOCIATES       | POST PROPERTIES | PERTIES                 | AVERAGE BID     | GIBID                         | ENGINEER'S ESTIMATE | STIMATE           |
| NO. DESCRIPTION   |          | <u> </u>                                 | UNIT PRICE  | COST   | UNIT PRICE   | COST   | UNIT PRICE                       | COST                    | UNIT PRICE          | cost           | UNIT PRICE      | COST                    | UNIT PRICE      | COST                          | UNIT PRICE          | COST              |
| SCHEDULE I - PAVING IMPROVEMENTS                            |          |  |             |        |              |        |                                  |                         |                     |                |                 |                         |                 |                               |                     |                   |
|   |          |  |             |        |              |        |                                  |                         | -                   |                |                 |                         |                 |                               |                     |                   |
| 101 MOBILIZATION  | S 5      | <del>-   -</del>                         |             | 80.00  |              | 80.08  | \$45,000.00                      | \$45,000.00             |                     | 80:00          | \$60,000.00     | \$60,000.00             | \$52,500.00     | \$52,500.00                   | 57,761.63           | 57.761.63         |
| 102 SUPERIN ENDEN:  | 2        |  |             | 30.03  |              | 20.03  | 825,000.00                       | 325,000.00              |                     | 80.08          | 226,000.00      | 236,000.00              | 00:0000:000     | 830,500.00                    | 3/,/61.53           | \$7,761.53        |
| 103 FULL DEPTH SAWCUT EXIST. CONCRETE                       | <b>5</b> | \$                                       |             | 80.00  | 1            | 80.08  | 83.00                            | \$252.00                |                     | 80.00          | 27.13           | \$350.28                | 82.20           | \$301.14                      | \$2.40              | \$201.60          |
| 104 HEM, & UISPOSE OF EXIST, CONC. PAVEMENT, INCLUDING CURB | 200      | 900                                      |             | 8 8    | +            | 800    | \$12.00                          | 00:805'53               |                     | 20:02          | \$5.59          | \$2,565.81              | 20.5            | 74,036.91                     | 33.55               | 82,023.40         |
| 105 6 FLEX BASE 17PE A, GHADE 2                             | 5 6      | 9 5                                      |             | 80.00  | -            | 8 8    | \$20.00                          | \$1,120.00              |                     | 20.00          | 293.36          | \$5,228.16              | 256.68<br>27.45 | \$3,174.08                    | \$29.00             | 51,624.00         |
| 106 GRASSCREIE PAVEMENI                                     | # E      | 8 57 57 57 57 57 57 57 57 57 57 57 57 57 |             | 90.00  |              | 8.8    | 3 8                              | S11,240.00              |                     | 00.08          | 25.55           | 511,667.12              | S. 25           | \$11,453.56                   | 90.28               | 20.95             |
| 107 D LIME STABILIZED SUBGRAUE                              | TO L     | 44200.0                                  |             | 00.00  |              | 8 8    | 85.50<br>00.00<br>00.00<br>00.00 | \$14,6/5.00             |                     | 80.00          | 84.29           | 518,232,30<br>57,530 94 | 93.30           | \$10,000.70                   | 01.30               | \$6,U/3,U0        |
| 109 6* THICK 650 PSI PLEX REINF, CONC. PAVEMENT             | No.      | 3842                                     |             | 20.00  |              | 888    | \$29.00                          | \$111,418,00            |                     | 80.08          | \$34.13         | \$131,127,46            | 231.57          | \$121.272.73                  | \$34.00             | \$130,628.00      |
| 110 6" THICK 650 PSI FLEX REINF, CONC. DROP SLAB (STREET)   | λS       | 266                                      |             | 20.00  |              | 20.00  | \$30.00                          | \$16,980.00             |                     | 80.00          | \$34.43         | \$19,487.38             | \$32.22         | \$18,233.69                   | \$39.00             | \$22,074.00       |
| 111 6" 650 PSI FLEX REINF. CONC INTEGRAL CURB               | Ŀ        | 1787                                     |             | 80.00  |              | \$0.00 | \$2.00                           | \$3,574.00              |                     | \$0.00         | \$2.92          | \$5,218.04              | \$2.46          | \$4,396.02                    | \$2.00              | \$3,574.00        |
| 112 6* 650 PSI FLEX REINF. CONC. DRIVE WWO DROP SIAB        | λS       | 40                                       |             | 80.00  |              | \$0.00 | \$28.00                          | \$1,120.00              |                     | 20:00          | \$46.68         | \$1,867.20              | \$37.34         | \$1,493.60                    | \$34.00             | \$1,360.00        |
| 113 REINF. CONC. STREET HEADER                              | 5        | 74                                       |             | 80.00  |              | \$0.00 | \$5.00                           | \$370.00                |                     | S0.00          | \$20.42         | \$1,511.08              | \$12.71         | \$940.54                      | \$6.60              | \$488.40          |
| 114 LONGITUDINAL BUTT JOINT                                 | 4        | 29                                       |             | \$0.00 |              | 80.00  | \$5.00                           | \$335.00                |                     | 80.00          | \$4.67          | \$312.89                | <b>8.8</b>      | \$323.95                      | \$6.60              | \$442.20          |
| 115 FURNISH ACME VEHICULAR BRICK PAVER, DELIVERED TO SITE   | SF       | 4493                                     |             | \$0.00 |              | 20.00  | 83.00                            | \$13,479.00             |                     | 80.00          | \$3.94          | \$17,702.42             | \$3.47          | \$15,590.71                   | \$3.30              | \$14,826.90       |
| 116 FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK    | P.       | 4493                                     |             | \$0.00 |              | \$0.00 | \$2.00                           | \$8,986.00              |                     | \$0.00         | \$3.27          | \$14,692.11             | \$2.64          | \$11,839.06                   | 83.30               | \$14,826.90       |
| 117 24" THERMOPLASTIC STOP LINE                             | 5        | 24                                       |             | \$0.00 |              | \$0.00 | \$28.00                          | \$672.00                |                     | 20:00          | \$17.51         | \$420.24                | \$22.76         | \$546.12                      | \$15.00             | \$360.00          |
| 118 STREET AND TRAFFIC CONTROL SIGNS                        | ង        | 25                                       |             | \$0.00 | -            | 80.00  | \$200.00                         | \$5,000.00              |                     | \$0.00         | \$198.39        | \$4,959.75              | \$199.20        | \$4,979.88                    | \$167.20            | \$4,180.00        |
| 119 STREET NAME SIGN AND MOUNTING HARDWARE                  | <b>a</b> | 4  |             | \$0.00 |              | \$0.00 | \$500.00                         | \$2,000.00              |                     | \$0.00         | \$233.40        | \$933.60                | \$366.70        | \$1,466.80                    | \$167.20            | \$668.80          |
| 120 STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE         | ជ        | 15                                       |             | 80.08  |              | 80.00  | \$150.00                         | \$2,250.00              |                     | \$0.00         | \$116.70        | \$1,750.50              | \$133.35        | \$2,000.25                    | \$106.70            | \$1,600.50        |
| 121 STREET BARRICADE  | <b>5</b> | 40                                       |             | \$0.00 |              | 80.03  | \$40.00                          | \$1,600.00              |                     | \$0.00         | \$30.34         | \$1,213.60              | \$35.17         | \$1,406.80                    | \$27.50             | \$1,100.00        |
| 122 REMOVE EXISTING STREET BARRICADE                        | <u>5</u> | 88                                       |             | 20:00  |              | 20.00  | \$10.00                          | \$650.00                |                     | 00.0 <b>\$</b> | \$5.39          | \$350.35                | \$7.70          | \$500.18                      | \$10.00             | \$650.00          |
| 123 BARRICADING, SIGNING AND TRAFFIC CONTROL                | OM.      | -  |             | 20:00  |              | 20.00  | \$9,900.00                       | 29,900.00               |                     | 00.0 <b>s</b>  | \$14,004.00     | \$14,004.00             | \$11,952.00     | \$11,952.00                   | \$1,100.00          | \$1,100.00        |
| 124 UNCLASSIFIED STREET EXCAVATION                          | Շ        | 3313                                     |             | 80.00  |              | 20.00  | \$10.00                          | \$33,130.00             |                     | 20.05          | \$15.50         | \$51,351.50             | \$12.75         | \$42,240.75                   | \$4.40              | \$14,577.20       |
|   |          |  |             |        |              |        |                                  |                         |                     |                |                 |                         |                 |                               |                     | 25214             |
| SCHEDULE I SUBTOTAL   |          |  |             | NOBID  |              | NOBID  |                                  | \$320,872.00            |                     | NO BID         |                 | \$408,565.80            |                 | \$364,718.90                  | _                   | \$277,353.79      |

|                  | [  |            |           |             | -      |               |         |               |                         |                     |               |                 |              | _           |                                |                     |             |
|------------------|--|------------|-----------|-------------|--------|---------------|---------|---------------|-------------------------|---------------------|---------------|-----------------|--------------|-------------|--------------------------------|---------------------|-------------|
| _                | PROJECT: ADDISON CIRCLE PHASE IIB  |            |           |             |        |               | BID TAI |               | 3ULATION - PACKAGE 'D'  | ACKAGE              | Ö             |                 |              | ш           | ESTIM. BY: HUITT-ZOLLARS, INC. | ZOLLARS, INC.       |             |
|                  | CLIENT: TOWN OF ADDISON  |            |           |             |        |               |         |               |                         |                     |               |                 |              | 70          | JOB NO. 01-1822-50<br>Date:    | 0<br>6/10/99        |             |
|                  | HEM  | F          | VIIANTITY | TRI-DAL LTD |        | VALLEY CREST  | REST    | NORTH TEXAS C | H TEXAS CONTRACTING     | GIBSON & ASSOCIATES | SOCIATES      | POST PROPERTIES | PERTIES      | AVERAGE BID | 3E BIO                         | ENGINEER'S ESTIMATE | ESTIMATE    |
| Ñ.               | DESCRIPTION  |            | -         | UNIT PRICE  | COST   | UNIT PRICE    | COST    | UNIT PRICE    | COST                    | UNIT PRICE          | COST          | UNIT PRICE      | COST         | UNIT PRICE  | TSOO                           | UNIT PRICE          | COST        |
| SCHE             | EDULE II - STREETSCAPE IMPROVEMENTS  |            |           |             |        |               |         |               |                         |                     |               |                 |              |             |                                |                     |             |
| 201 IRRIG/       | 201 IRRIGATION SYSTEM INCL. POWER & TELEPHONE                                    | SI         | -         |             | 80.00  |               | \$0.00  | \$27,500.00   | \$27,500.00             |                     | 80.00         | \$51,698.10     | \$51,698.10  | \$39,599.05 | \$39,599.05                    | \$27,060.00         | \$27,060.00 |
| 202 TREE FENCE   | FENCE  | 5          | 1684      |             | \$0.00 |               | S0.00   | \$12.00       | \$20,208.00             |                     | \$0.00        | \$21.01         | \$35,380.84  | \$16.51     | \$27,794.42                    | \$18.70             | \$31,490.80 |
| 203 4" PVC       | 203 4" PVC SCH, 40 PERFORATED DRAIN SYSTEM                                       | 느          | 1715      |             | \$0.00 |               | 20.00   | 00.72         | \$12,005.00             |                     | \$0.00        | \$26.84         | \$46,030.60  | \$16.92     | \$29,017.80                    | \$11.00             | \$18,865.00 |
| 204 BENC         | Ψ.Ψ.   | <b>3</b>   | 72        |             | 80.00  |               | 80.00   | \$1,500.00    | 231,500.00              |                     | 80.00         | \$896.09        | \$18,817.89  | 51,198.05   | 525,158.95                     | \$300.00            | \$18,900.00 |
| 205 BENCH        | H.C.<br>H. BECEPTACI F.R.  | 5 5        | 2 12      |             | 80 55  | -             | 8000    | \$800.00      | \$12,000.00             |                     | 800           | \$327.93        | \$4,035.00   | \$1,002.20  | \$8,459.48                     | \$620.00            | \$9,300.00  |
| 207 BIKE F       | 207 BIKE RACK  | i 55       | 13        |             | 80.08  |               | 80.08   | \$400.00      | \$5,200.00              |                     | 80:06         | \$82.68         | \$1,074.84   | \$241.34    | \$3,137.42                     | \$90.00             | \$1,170.00  |
| 208 BALD         | 208 BALD CYPRESS, 200 GAL. 5"-6" CAL, 16"-18" HT., 10"-12" SPREAD, FULL          | শ্ৰ        | 26        |             | \$0.00 |               | 00:0S   | \$1,400.00    | \$36,400.00             |                     | 20.00         | \$1,622.13      | \$42,175.38  | \$1,511.07  | \$39,287.69                    | \$1,265.00          | \$32,890.00 |
| 209 UVE (        | 209 UVE OAK, 200 GAL 5"-6" CAL, 16"-18" HT., 10"-12" SPREAD, FULL                | Ā          | 8         |             | 80.00  |               | 80:00   | \$1,400.00    | \$53,200.00             |                     | 20.00         | \$1,622.13      | \$61,640.94  | \$1,511.07  | \$57,420.47                    | \$1,265.00          | \$48,070.00 |
| 210 HOUT         | 210 HOUTUYNIA CORDATA  | E E        | 204       |             | 80.00  | +             | 80.03   | \$2.00        | \$408.00                |                     | 80:00         | 82.50           | \$1,428.00   | 03.50       | \$318.00                       | \$2.00              | \$408.00    |
| 211 PALMERA      | ERA  | <b>M</b> i | 38        |             | 80.00  |               | 20.00   | \$22.00       | \$792.00                |                     | 20.03         | X35.01          | \$1,260.36   | \$28.51     | \$1,026.08                     | 225.00              | \$300.00    |
| 212 DWAI         | 222 DWAHE YAUFUN HOLLY, 1 GAL  | 5 5        | 922       |             | 80.08  |               | 00.00   | 8.8           | \$11,383.20<br>\$464.00 |                     | 80.00         | 8 8             | \$7,140.10   | 121.03      | \$5,205,06                     | 00 S                | \$2,500.00  |
| 214 IDALLA       | 214 IDALLAS ROSEMARY   | 5 5        | 8         |             | 80.08  |               | 80.00   | \$15.00       | \$510.00                |                     | 80.00         | \$21.01         | \$714.34     | \$18.01     | \$612.17                       | \$20.00             | \$680.00    |
| 215 YABR         | 215 YARROW CORONATION GOLD   | ā          | 18        |             | 80.08  |               | 80.00   | \$6.00        | \$108.00                |                     | \$0.00        | \$8.75          | \$157.50     | \$7.38      | \$132.75                       | \$10.00             | \$180.00    |
| 216 TURKS        | SCAP   | EA         | 18        |             | \$0.00 |               | 80.00   | \$6.00        | \$108.00                |                     | \$0.00        | \$8.75          | \$157.50     | 82.73       | \$132.75                       | \$10.00             | \$180.00    |
| 217 ROSE         | 217 ROSE MARIE PAVIE   | ΕĀ         | 9E        |             | \$0.00 |               | \$0.00  | \$12.00       | \$432.00                |                     | \$0.00        | \$18.67         | \$672.12     | \$15.34     | \$552.06                       | \$15.00             | \$540.00    |
| 218 IFIS MADONNA | IADONNA  | ā          | 204       |             | \$0.00 |               | 80.00   | 89.00         | \$1,836.00              |                     | \$0.00        | \$8.75          | \$1,785.00   | \$8.88      | \$1,810.50                     | \$10.00             | \$2,040.00  |
| 219 BEAR         | 219 BEARDED IRIS ITALIAN   | 4          | 222       |             | \$0.00 |               | 8.38    | 88.00         | \$1,998.00              |                     | 20:00         | \$8.75          | \$1,942.50   | 88.88       | \$1,970.25                     | \$10.00             | \$2,220.00  |
| 220 IRIS GOLDEN  | SOLDEN   | <b>ĕ</b>   | 324       | -           | 20.00  | +             | 20:00   | 89.00         | \$2,916.00              |                     | 20.03         | \$8.75          | \$2,835.00   | \$8.88      | \$2,875.50                     | \$10.00             | \$3,240.00  |
| 221 DAFF         | 221 DAFFODIL FEB. GOLD   | <b>3</b>   | 432       |             | 80:00  |               | 20:00   | 8 8           | 83,888.00               | †                   | 8008          | \$8.75          | \$3,780.00   | 88.83       | \$2,834.00                     | \$10.00             | 53 PA PA    |
| 223 DAFF         | 222 IDARTOUL GRAND FRIMO<br>223 IDARFODII TREVITHIAN                             | 5 5        | 240       |             | 80.08  | -             | 80.08   | 80.88         | \$2.160.00              |                     | 80.00         | \$8.75          | \$2,100,00   | 88.88       | \$2,130.00                     | \$10.00             | \$2,400.00  |
| 224 HYPERICUM    | RICUM  | 2          | 4         |             | 80.08  |               | 00:05   | \$13.00       | \$572.00                |                     | 00:05         | \$18.67         | \$821.48     | \$15.84     | \$696.74                       | \$15.00             | \$660.00    |
| 225 BLEEL        | 225 BLEEDING HEART   | ā          | 7.2       |             | \$0.00 |               | \$0.00  | \$9.00        |                         |                     | 80:00         | \$8.75          | \$630.00     | \$8.88      | \$639.00                       | \$10.00             | \$720.00    |
| 226 HYPE         | RION DAYLILY   | ð          | 18        |             | 20.00  |               | \$0.00  | \$6.00        |                         |                     | 20.00         | \$8.75          | \$157.50     | 27.38       | \$132.75                       | \$10.00             | \$180.00    |
| 227 BERMI        | NUDA HYDROSEED   | <u>۲</u>   | 15200     |             | 80.00  | +             | 80.00   | \$0.10        |                         |                     | \$0.00        | \$0.25          | \$3,800.00   | \$0.18      | \$2,660.00                     | 90.08               | 2912.00     |
| 228 NOT USED     | USED   | S 5        |           |             | 8 8    |               | 3 8     | \$15,000,00   | \$15,000.00             |                     | 00.08         | 80.08           | 8:08         | \$7,500.00  | SZ 500.00                      | \$14,000.00         | \$14,000.00 |
| 230 4* 300       | 230 (4* 3000 PSI COMPRESSIVE REINF, CONC. SIDEWALK                               | ı,         | 420       |             | \$0.00 |               | 80.08   | 8.00          |                         |                     | 80.00         | \$4.49          | \$1,885.80   | \$4.25      | \$1,782.90                     | \$3.75              | \$1,575.00  |
| 231 4 300        | 231 4* 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)                      | SF         | 25693     |             | 20:00  |               | \$0.00  | \$4.50        | S11                     |                     | <b>2</b> 0:00 | SA:49           | \$115,361.57 | SZ-20       | \$115,490.04                   | \$2.90              | \$74,509.70 |
| 232 6° 300       | 232 6° 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)                      | -SF        | 192       |             | 80.00  |               | 80.00   | 8.00<br>8.00  | \$768.00                |                     | \$0.00        | \$51.35         | \$9,859.20   | \$27.68     | \$5,313.60                     | \$3.40              | \$652.80    |
| 233 FURN         | 233 FURNISH GLEN GERY PEDESTRIAN BRICK   | 'n         | 25214     |             | 20:00  |               | 80.08   | 83.8          | \$75,642.00             |                     | \$0.00        | \$2.23          | \$56,227.22  | 23.62       | \$65,934.61                    | \$1.65              | \$41,603.10 |
| 234 FURN         | 234 FURNISH BEDDING MATERIALS AND PLACE PED. BRICK                               | P. 1       | 25214     |             | \$0.00 |               | 80.00   | \$2.50        | \$63,035,00             |                     | 20:00         | \$2.24          | \$56,479.36  | \$2.37      | \$59,757.18                    | 51.65               | \$41,603.10 |
| 235 RESE         | T PEDESTRIAN BRICK PAVERS  | 75 E       | 222       |             | 20.00  |               | 80:08   | 82.00         | \$6,663.00              |                     | 808           | \$2.24          | \$4,975.04   | \$2.62      | 20.919.0Z                      | 20.00               | \$3,664.65  |
| 236 UNCL         | 236 UNCLASSIFIED SIDEWALK EXCAVATION 237 REMOVE AND SALVAGE EX PEDESTRIAN PAVERS | <u>}</u>   | 548       | <u> </u>    | 8 8    |               | 80 85   | St 00         | \$5,480.00              |                     | 80.08         | 80.88           | S1,954.48    | S0.94       | \$2,087.74                     | 82.30<br>82.30      | \$5,108.30  |
| 238 4 - 6        | 238 A** 6* VARIABLE 3000 PSI CONC. SUBBASE                                       | , y,       | 1550      |             | 80.08  |               | 80.08   | 83.50         |                         |                     | 80.00         | \$5.13          | \$7,951.50   | 28.32       | \$6,688.25                     | 8.28                | \$6,665.00  |
| 239 BEHI         | BEHMUDA SOLID SOD  | 85         | 2248      |             | 80.00  | <del> -</del> | \$0.00  | \$0.35        | \$786.80                |                     | 80:00         | \$0.55          | \$1,236.40   | \$0.45      |                                | \$0.50              | \$1.124.00  |
| 240 NOT USED     | JSED   | SI         |           |             | 20.00  |               | 20.00   | \$2,750.00    | S                       |                     | \$0.00        | 20.00           | 80.00        | \$2,500.00  | \$2,500.00                     | \$3.00              | \$3.00      |
|                  |  |            |           |             |        | +             |         |               |                         |                     |               |                 |              |             | 07 000 0000                    | 1                   | 42714       |
| SCHE             | SCHEDULE II SUBTOTAL   |            |           |             | OIBON  | _             | NOBID   | 1             | \$566,568.50            |                     | NOBID         |                 | \$557,912.81 |             | \$563,366.16                   |                     | S463,658.24 |
|                  |  |            |           |             |        |               |         |               |                         |                     |               |                 |              |             |                                |                     |             |

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| [  |            |           |             |        |              |        |               |                       |                         |          |                 |              |                    |                               |                     |              |
|--|------------|-----------|-------------|--------|--------------|--------|---------------|-----------------------|-------------------------|----------|-----------------|--------------|--------------------|-------------------------------|---------------------|--------------|
| PROJECT: ADDISON CIRCLE PHASE IIB  |            |           |             |        |              | BID    | $\rightarrow$ | TION - P              | ABULATION - PACKAGE 'D' | Ď        |                 |              |                    | ESTIM. BY: HUTT-ZOLLARS. INC. | ZOLLARS. INC.       |              |
| CLIENT: TOWN OF ADDISON  |            |           |             |        |              |        |               |                       |                         |          |                 |              |                    | JOB NO. 01-1822-50            |                     |              |
|  |            |           |             |        |              |        |               |                       |                         |          |                 |              |                    | DATE:                         | 6/10/99             |              |
| TEM  | TINO       | OUANTITY  | TRI-DAL LTD | QL7.   | VALLEY CREST | CREST  | NORTH TEXAS C | BTH TEXAS CONTRACTING | GIBSON & ASSOCIATES     | SOCIATES | POST PROPERTIES | PERTIES      | AVERAGE BID        | SE BID                        | ENGINEER'S ESTIMATE | ESTIMATE     |
| NO. DESCRIPTION  |            | '         | UNIT PRICE  | COST   | UNIT PRICE   | COST   | UNIT PRICE    | COST                  | UNIT PRICE              | COST     | UNIT PRICE      | cost         | UNIT PRICE         | cost                          | UNIT PRICE          | COST         |
| SCHEDULE III - STORM WATER IMPROVEMENTS  |            |           |             |        |              |        |               |                       |                         |          |                 |              |                    |                               |                     |              |
| AN MOTHISED  | 0          | +         |             | 0000   |              | 8      | 62 000 00     | 00 000 63             |                         | 9        | 9000            | 9            | 00002              | 00000                         | 80 037 033          | 610 450 09   |
| 302 NOT USED   | 3 3        | 1         |             | 800    |              | 80.08  | \$2,000.00    | \$2,000.00            |                         | 80.08    | 8008            | 80.00        |                    | \$1,000.00                    | \$10,460.38         | \$10,460.38  |
| 303 18" CL. III RCP, INCLUDING EMBEDMENT   | I.F        | 254       |             | 00:0\$ |              | 80.00  | \$49.00       |                       |                         | \$0.00   | \$32.68         | \$8,300.72   | \$40.84            | \$10,373.36                   | \$44.00             | \$11,176.00  |
| 304 21° CL. III RCP, INCLUDING EMBEDMENT   | <u> </u>   | 222       |             | 20 00  |              | S0.00  | \$52.00       |                       |                         | \$0.00   | \$36.18         | \$9,031.96   |                    | 59,787.98                     | \$49.50             | \$10,989.00  |
| 305 24" CL. III RCP, INCLUDING EMBEDMENT   | <u></u>    | 285       |             | 80.00  |              | 20:00  | \$57.00       |                       |                         | 20:00    | <b>S</b> 22.01  | \$11,972.85  | \$49.51            | \$14,108.93                   | \$52.00             | \$14,820.00  |
| 305 (27° CL. III RCP, INCLUDING EMBEDMEN) 307 (30° CL. III BCP, INCLUDING EMBEDMEN)  | <u> </u>   | 366       |             | 888    |              | 8 8    | S62.00        | \$22,692.00           |                         | 888      | 204.77          | \$12,725.82  | \$48.39<br>\$97.35 | \$17,708.91                   | 85.00               | \$50,662.00  |
| 308 IREMOVE & DISPOSE OF EXIST. INLET  | á          | 2         |             | 80.00  |              | 20.00  | \$400.00      |                       |                         | 80.00    | \$875.25        | \$1.750.50   |                    | \$1.275.25                    | \$385.00            | 8770.00      |
| 309 REMOVE & DISPOSE OF EX. CONC. PIPE   | J.         | 114       |             | \$0.00 |              | 20:00  | \$10.00       | \$1,140.00            |                         | 20.00    | \$29.18         |              |                    | \$2,233.26                    | \$20.00             | \$2,280.00   |
| 310 6 MOD. REC. CURB INLET W/ REC. TOP FOR BRICK   | Æ          | +         |             | \$0.00 |              | \$0.00 | \$1,800.00    | \$1,800.00            |                         | 20:00    | \$3,267.60      |              |                    | \$2,533.80                    | \$1,485.00          | \$1,485.00   |
| 311 6' RECESSED INLET W/ RECESSED TOP FOR BRICK, EXTRA DEPTH   | <b>5</b>   |           |             | 80.8   |              | 800    | \$2,000.00    |                       |                         | 80.00    | \$3,501.00      |              |                    |                               | \$1,500.00          | \$4,500.00   |
| 312 TO HEC. COMBINGET WITHER, TOP FOR BRICK SATES DEPTH  | <b>5</b> 2 |           |             | 888    |              | 8.8    | \$2,800.00    | \$2,800.00            |                         | 800      | S3,734.40       | \$3,734.40   | \$3,267.20         | \$3,267.20                    | \$2,200.00          | \$2,200.00   |
| 314 St x St TYPE "Y' INLET   | 5 25       | +-        |             | 20.08  |              | 9000   | \$2,800.00    |                       |                         | 8008     | \$3.267.60      |              |                    |                               | \$4,620.00          | \$4,620.00   |
| 315 TYPE A STORMWATER MANHOLE  | ផ          | - 0       |             | \$0.00 |              | 80.00  | \$3,200.00    |                       |                         | 80.00    | \$3,267.60      | \$6,535.20   | \$3,233.80         |                               | \$3,355.00          | \$6,710.00   |
| 316 TYPE 'B' STORMWATER MANHOLE  | ā          | -         |             | 80.08  |              | \$0.00 | \$5,600.00    |                       |                         | \$0.00   | \$4,901.40      |              |                    |                               | \$3,355.00          | \$3,355.00   |
| 317 ADJUST EXIST.STORM MANHOLE   | ð          | -         |             | 80.00  |              | 80:00  | \$400.00      |                       |                         | 80.00    | \$875.25        |              |                    |                               | \$1,000.00          | \$1,000.00   |
| 318 RCP 60 DEGREE FACTORY WYE CONNECTION   | a i        | 6         |             | 80.00  |              | 88     | 2300.00       | S                     |                         | 80.00    | \$350.10        | S            |                    |                               | \$220.00            | S1,980.00    |
| 330 DIDE TO DIDE CONNECTION  | A T        |           |             | 888    |              | 8.8    | \$245.00      | \$245.00              |                         | 00.00    | \$350.10        | S350.10      | \$297.55           | 5297.55                       | 2750.00             | \$750.00     |
| 321 PRECAST CONCRETE PLUG  | 1          | - 10      |             | 80.00  |              | 20.00  | \$100.00      |                       |                         | 80.00    | \$583.50        |              |                    | \$1,708.75                    | \$88.00             | \$440.00     |
| 322 INLET PROTECTION   | EA         | 8         |             | 80.00  |              | 20.00  |               |                       |                         | 20:00    | \$408.45        | \$3,267.60   |                    | \$2,633.80                    | \$209.00            | \$1,672.00   |
| 323 SILT FENCE   | <u>.</u>   | 1520      |             | \$0.00 |              | 20.00  |               | 65                    |                         | 80.00    | \$2.92          | \$4,438.40   |                    | \$3,739.20                    | S2.10               | \$3,192.00   |
| 324 STABILIZED CONSTRUCTION ENTRANCE   | SY         | 22        |             | 80.00  |              | 20.03  | \$18.00       |                       |                         | \$0.00   | \$105.03        | \$2,310.66   |                    | \$1,353.33                    | \$7.70              | \$169.40     |
| 325 TRENCH SAFETY DESIGN FOR ALL UTILITIES   | SI         | - 10      |             | 80.00  |              | 80.00  | \$500.00      | \$500.00              |                         | 20.00    | \$645.35        | \$645.35     | \$572.68           | \$572.68                      | \$550.00            | \$550.00     |
| 327 PVC SLEEVE   | <u> </u>   | 306       |             | 8.5    |              | 8 8    | 88.5          |                       |                         | 8.8      | S7.00           | \$2 142 00   | \$5.50             | J.                            | Se.50               | \$2,019.60   |
| 328 3" PVC SLEEVE  | 5          | 3108      |             | \$0.00 |              | \$0.00 | \$4.50        |                       |                         | 80.00    | \$5.83          | \$18,119.64  | \$5.17             | •                             | 83.30               | \$10,256.40  |
| 329 4" PVC SLEEVE  | 5          | 512       |             | SO.00  |              | 90.0S  | \$5.00        | \$2,560.00            |                         | 20.00    | \$5.84          | \$2,990.08   | \$5.42             | \$2,775.04                    | \$4.40              | \$2,252.80   |
| 330 6" PVC SLEEVE  | 5          | 194       |             | 88     |              | 88     | 88            |                       |                         | 80.03    | \$7.00          | \$1,358.00   | \$6.50             | \$1,261.00                    | S6.00               | \$1,164.00   |
| SCHEDULE III SUBTOTAL  |            |           |             | OI8 ON |              | OIB ON |               | \$138,531.70          |                         | OIB ON   |                 | \$133,649.84 |                    | \$136,090.77                  |                     | \$153,278.03 |
|  |            |           |             |        |              |        |               |                       |                         |          |                 |              |                    |                               |                     |              |
| SCHEDULE IV - WASTEWATER IMPROVEMENTS  |            |           |             |        |              |        |               |                       |                         |          |                 |              |                    |                               |                     |              |
| THE REPORT OF THE THE TAXABLE PARTY OF THE PROPERTY OF THE PRO |            |           |             |        |              | 50     | 100           | 1                     |                         | 6        |                 | 11000        |                    |                               | 00.100              | 200          |
| 401 9 SUR 33 FVC WASHERMEN LINE INCLUDING EMBEDMENT  | 5 1        | 3,        |             | 30.00  |              | 338    | 3 3 3         | 1                     |                         | 20.05    | 20.25.00        |              |                    |                               | 00.000              | 310,000,00   |
| 402 JD 30H 30 PVC WW LALL W Z-WAT C.C. & CAST INON LID   | Z 4        | 7         | 1           | 3 5    |              | 88     | 00.002,12     | 26,000.00             |                         | 3.5      | 247.69          | 08 559 83    | \$1,008.45         | \$5,042,25                    | 22 750 00           | \$5,500.00   |
| 404 ITV INSPECTION   | 5 5        | 533       |             | 20.00  |              | 8008   | \$1.00        |                       |                         | 00.08    | \$2.33          |              |                    |                               | \$1.10              | \$586.30     |
| 405 CONNECTION TO EXISTING MANHOLE   | 5          | F         |             | 20.00  |              | \$0.00 | \$700.00      | i                     |                         | 80.00    | \$1.405.07      |              | \$1.               | S                             | \$1,000.00          | \$1,000.00   |
| 406 TRENCH SAFETY FOR CONSTRUCTION   | 5          | 703       |             | 80.00  |              | 80.08  | \$1.00        | \$703.00              |                         | 00:00    | 82.33           | \$1,637.99   |                    |                               | \$1.10              | \$773.30     |
| SCHEDII F IV SIIBYOTAI   |            | $\dagger$ |             | CIBION |              | AO BID |               | C33 858 CO            |                         | NORIO    |                 | 03 CCA A57   |                    | \$34 140 RS                   |                     | 3140         |
|  |            | 1         |             | 200    |              |        |               | Laniaratara           |                         | 200 011  |                 | WAT TECHNOL  |                    | Tania Life Loca               |                     | 201.04       |

|      |  |          |           |             | .      |              |        |                         |             |                              |          |                 |              |             |                               |                     |             |
|------|--|----------|-----------|-------------|--------|--------------|--------|-------------------------|-------------|------------------------------|----------|-----------------|--------------|-------------|-------------------------------|---------------------|-------------|
|      | PROJECT: ADDISON CIRCLE PHASE IIB                                |          |           |             | ·.     |              | . QIB  | TABULA'                 | TION - P.   | BID TABULATION - PACKAGE 'D' | <br>     |                 |              | E8 !        | ESTIM. BY: HUTT-ZOLLARS, INC. | NLARS, INC.         |             |
|      | CLIENT: TOWN OF ADDISON  |          |           |             |        |              |        |                         |             |                              |          |                 |              | or o        | JOB NO. 01-1822-50<br>DATE:   | 6/10/99             |             |
|      |  |          |           | TRI-DAL LTD | LTD    | VALLEY CREST | CREST  | NORTH TEXAS CONTRACTING | ONTRACTING  | GIBSON & ASSOCIATES          | SOCIATES | POST PROPERTIES | ERTIES       | AVERAGE BID | 018                           | ENGINEER'S ESTIMATE | TIMATE      |
| N N  | ITEM<br>DESCRIPTION  | - IND    | QUANTIITY | UNIT PRICE  | COST   | UNIT PRICE   | TSOO   | UNIT PRICE              | 1800        | UNIT PRICE                   | rsoo     | UNIT PRICE      | COST         | UNIT PRICE  | COST                          | UNIT PRICE          | COST        |
|      | SCHEDULE V - WATER IMPROVEMENTS                                  |          |           |             |        |              |        |                         |             |                              |          |                 |              |             |                               |                     |             |
|      |  | 1        |           |             | 000    |              | 8      | 00 0319                 | 00 0000     |                              | 8        | STOR            | 80 400       | \$127.50    | \$ 50 252                     | 220.00              | \$616.00    |
| ន្តដ | 501 JONNOHELE BLOCKING<br>501 JOHN FITTINGS                      | 5 2      | 2.0       |             | 333    |              | 0008   | \$2.500.00              | \$2.750.00  | <u> </u>                     | 20.00    | \$5,409.05      | \$5,949.96   | \$3,954.53  | \$4,349.98                    | \$3,300.00          | \$3,630.00  |
| S S  |  | 5 5      | 16        | Ì           | 80.00  |              | \$0.00 | \$15.00                 | \$240.00    |                              | 80.00    | \$14.00         | \$224.00     | \$14.50     | \$232.00                      | \$30.00             | \$480.00    |
| Ğ    | 4 6" DIA, PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED. | 5        | 80        |             | \$0.00 |              | \$0.00 | \$17.00                 | \$1,360.00  |                              | 20:00    | \$15.17         | \$1,213.60   | \$16.09     | \$1,286.80                    | \$35.00             | \$2,800.00  |
| ž    | IS 8" DIA PVC AWWA C900, DR 18, CL 150 WATER PIPE, INCL. EMBED.  | F        | 1006      |             | \$0.00 |              | 20.00  | \$19.00                 | \$19,114.00 |                              | 80.00    | \$18.67         | \$18,782.02  | \$18.84     | \$18,948.01                   | \$20.00             | \$20,120.00 |
| Š    | 6 4" DIA. RESILIENT SEAT GATE VALVEROX                           | EA       | က         |             | 80:00  |              | 80.00  | \$200.00                | \$1,500.00  |                              | 80.08    | \$583.50        | \$1,750.50   | \$541.75    | \$1,625.25                    | \$412.50            | 51,237,50   |
| 20   | 7 6" DIA. RESILIENT SEAT GATE VALVEBOX                           | ð        | 9         |             | 80.08  |              | 20:00  | \$600.00                | \$3,600.00  |                              | 80 55    | \$641.85        | \$3,851.10   | \$620.93    | \$3,725.55                    | 20,6,00             | 2,468.00    |
| 20   | 8 8 DIA RESILIENT SEAT GATE VALVEROX                             | Ð        | \$        |             | 80.00  |              | 9000   | \$700.00                | \$3,500.00  |                              | 20:00    | \$816.90        | \$4,084.50   | \$758.45    | \$3,792.25                    | 2660.00             | 83,300.00   |
| S    | 9 FIRE HYDRANT   | æ        | 4         |             | 80.00  |              | 20.00  | \$1,300.00              | 55,200.00   |                              | 20:00    | 51,750.50       | \$7.002.00   | 37,555,75   | 30,101.00                     | 31,203.00           | 61 420 00   |
| 2    | 510 CONN, TO EXIST, WATER MAIN (ALL SIZES)                       | <b>3</b> | CU F      |             | 800    |              | 20.00  | \$1,000,00              | 23 000 00   | †                            | 00.08    | S1167           | \$35.01      | \$505.84    | \$1.517.51                    | \$726.00            | \$2,178.00  |
| ā 5  | 2 4" DOMESTIC SERVICE  | 5 4      | 0         |             | 80.00  |              | 80.00  | \$650.00                | \$1,300.00  |                              | 20.00    | \$12.84         | \$25.68      | \$331.42    | \$662.84                      | \$990.00            | \$1,980.00  |
| 5 6  | 3 6 FRE LINE   | i as     | N         |             | 80.00  |              | 20.00  | \$750.00                | \$1,500.00  |                              | 00.0\$   | \$14.00         | \$28.00      | \$382.00    | \$764.00                      | \$1,100.00          | \$2,200.00  |
| ភ    | 514 I.S. HERSEY TURBINE METER                                    | ð        | e         |             | 20.08  |              | 80.00  | \$500.00                | \$1,500.00  |                              | \$0.00   | \$2,077.26      | \$6,231.78   | \$1,288.63  | \$3,865.89                    | \$583.00            | \$1,749.00  |
| Š    | 5 4* HERSEY COMPOUND METER                                       | EA       | 2         |             | 20.00  |              | 20.00  | \$5,000.00              | \$10,000.00 |                              | \$0.00   | \$2,334.00      | \$4,668.00   | 83,667.00   | \$7,334.00                    | \$3,010.00          | \$6,020.00  |
| Š    | '6 6" HERSEY DETECTOR CHECK VALVE W/ ER-1 PIT PACK               | EA       | 2         |             | \$0.00 |              | \$0.00 | \$4,500.00              | 23,000.00   |                              | 80.00    | \$5,251.50      | \$10,503.00  | \$4,875.75  | \$9,751.50                    | \$8,855.00          | 517,710.00  |
| 5    | 7 1.5" DOUBLE CHECK VALVE ASSEMBLY                               | EA       | 8         |             | \$0.00 |              | 20:00  | \$255.00                | \$765.00    |                              | 80.00    | \$1.692.15      | \$5,076.45   | \$973.58    | \$2,920.73                    | \$412.50            | 51,237,50   |
| 2    | 8 17" X 28" PRECAST BOX  | Æ        | 9         |             | \$0.00 |              | 20:00  | \$225.00                | \$1,350.00  |                              | 20.03    | \$350.10        | \$2,100.60   | \$287.55    | \$1,725.30                    | 288.00              | \$528.00    |
| 5    | 9 MV-480-801-5 PRECAST BOX                                       | EA       | 4         |             | S0.00  |              | 20:00  | \$4,000.00              | \$16,000.00 |                              | 80.00    | \$7,002.00      | \$28,008.00  | \$5,501.00  | \$22,004.00                   | 22,860.00           | \$11,440.00 |
| Š    | O TRENCH SAFETY FOR CONSTRUCTION                                 | 5        | 732       |             | 20:03  |              | 20:00  | 81.00                   | \$732.00    |                              | 80.00    | 51.17           | \$856.44     | 51.09       | 5794.22                       | 51.10               | 2809.20     |
| 8    | IN WATER TEST  | SI       | 1         |             | 20:00  |              | \$0.00 | \$500.00                | \$500.00    |                              | 80.08    | \$302.67        | \$302.67     | \$701.34    | \$701.34                      | \$1,000.00          | \$1,000.00  |
| 52.  | 522 CONCRETE ENCASEMENT  | <u>ዜ</u> | 20        |             | 80.00  |              | 80:00  | \$30.00                 | \$600.00    |                              | \$0.00   | \$23.34         | \$466.80     | 226.67      | \$533.40                      | S27.50              | \$550.00    |
|      |  | _        |           |             |        |              |        |                         |             |                              |          |                 |              |             |                               |                     | 8954        |
|      | SCHEDULE V SUBTOTAL  |          |           |             | OIBON  |              | NOBIO  |                         | \$85,131.00 |                              | NOBID    |                 | \$103,221.19 |             | \$94,176.09                   | -                   | 598,493.12  |

12.12.02

|      |   |            | ļ       |             | . [      |              |  |                         | 1.                     |                     |                |                  | -                    | •           |                                |                     |              |
|------|---|------------|---------|-------------|----------|--------------|--|-------------------------|------------------------|---------------------|----------------|------------------|----------------------|-------------|--------------------------------|---------------------|--------------|
|      | PROJECT: ADDISON CIRCLE PHASE IIB   |            | _       |             |          |              | BID TA   |                         | BULATION - PACKAGE 'D' | ACKAGE              | : , <b>0</b> , |                  |                      | 8           | ESTIM. BY: HUITT-ZOLLARS, INC. | OLLARS, INC.        |              |
|      | CLIENT: TOWN OF ADDISON   |            |         |             |          |              |  |                         |                        |                     |                |                  |                      | 9 4         | JOB NO. 01-1822-50<br>DATE:    | 6/10/99             | <u> </u>     |
|      | 1   |            |         | TRI-DAL LTD | LTD      | VALLEY CREST | CHEST  | NORTH TEXAS CONTRACTING | ONTRACTING             | GIBSON & ASSOCIATES | SOCIATES       | POST PROPERTIES  | 'ERTIES              | AVERAGE BID | QIB                            | ENGINEER'S ESTIMATE | STIMATE      |
| NO.  | ITEM<br>DESCRIPTION   | E NO       | QUANIII | UNIT PRICE  | COST     | UNIT PRICE   | COST   | UNIT PRICE              | COST                   | UNIT PRICE          | COST           | UNIT PRICE       | cost                 | UNIT PRICE  | COST                           | UNIT PRICE          | COST         |
|      |   |            |         |             |          |              | <del>                                     </del> |                         |                        |                     |                |                  |                      |             | <del>   </del>                 |                     |              |
|      | SCHEDULE VI - ELECTRICAL IMPROVEMENTS (STREETSCAPE)   |            |         |             |          |              |  |                         |                        |                     |                |                  |                      |             |                                |                     |              |
| 100  | ייים מייים מייים  | 43         | -       |             | S        |              | 8  | \$165.00                | \$165.00               |                     | 00:0\$         | \$583.50         | \$583.50             | \$374.25    | \$374.25                       | \$230.00            | \$230.00     |
| 200  | METER SOCKET BASE   | 5 4        |         |             | 888      |              | 00 05  | \$3.146.00              | \$3,146.00             |                     | 20.00          | \$3,337.62       | \$3,337.62           | \$3,241.81  | \$3,241.81                     | \$500.00            | \$500.00     |
| 603  | 602 SERVICE GROUND  | Æ          | -       |             | \$0.00   |              | \$0.00   | \$193.00                | \$193.00               |                     | \$0.00         | \$408.45         | \$408.45             | \$300.73    | \$300.73                       | \$89.10             | \$89.10      |
| 8    | 604 PANELBOARD W/ BREAKERS 120/140 MCB  | E          | -<br> - |             | 80.00    |              | \$0.00   | \$2,035.00              | \$2,035.00             |                     | \$0.00         | \$5,835.00       | \$5,835.00           | \$3,935.00  | \$3,935.00                     | \$682.00            | \$682.00     |
| 999  | 605 ENCLOSURE AND CONTACTORS  | EA         | 1       |             | 80.00    |              | 80.00  | \$2,343.00              | \$2,343.00             |                     | \$0.00         | \$2,485.71       | \$2,485.71           | \$2,414.36  | \$2,414.36                     | \$990.00            | 2990.00      |
| 909  | 7 DAY TIME CLOCK  | EA         | 1       |             | 80.00    |              | 20.00  | \$275.00                | \$275.00               |                     | 80.03          | \$350.10         | \$350.10             | \$312.55    | \$312.55                       | \$170.50            | \$170.50     |
| 209  | PHOTO CELL & CONNECTIONS  | <b>A</b> : | -18     |             | 80.00    |              | 888  | S182.00                 | \$182.00               |                     | 00.00          | 20920            | \$192.50             | S59 60      | \$3,576,00                     | S7.70               | \$462.00     |
| 8    | 2' GRC ELBOW  | 5 4        | 2000    |             | 3 8      |              | 0005   | 25.50                   | "                      |                     | 00:08          | \$7.45           | \$17,507.50          | S6.48       | \$15,216.25                    | \$3.25              | \$7,637.50   |
| 200  | 2. PVC SCH, 40 STREED LIGHT CONDOLL  LIGHT COMPRESSION TAP  | <u> -</u>  | 81      |             | 00'08    | †<br>        | 00.08  | \$12.00                 |                        |                     | 00.0\$         | \$17.29          | \$1,400.49           | \$14.65     | \$1,186.25                     | \$31.50             | \$2,551.50   |
| 919  | COMPLICTOR #10 AWG  | 5          | 900     |             | 80.00    |              | 80.00  | \$1.00                  | ,                      |                     | \$0.00         | \$1.23           | \$1,107.00           | \$1.12      | \$1,003.50                     | \$0.27              | \$243.00     |
| 612  | CONDUCTOR #8 AWG  | T.         | 13500   |             | 20:00    |              | \$0.00   | \$2.00                  | \$27,000.00            |                     | \$0.00         | \$2.16           | \$29,160.00          | 82:08       | \$28,080.00                    | \$0.39              | \$5,265.00   |
| 613  | CONDUCTOR #6 AWG  | j.         | 80      |             | 20:00    |              | 20.00  | 83.00                   | \$240.00               |                     | 80.00          | 8283             | \$258.40             | 27.22       | 02.49.20                       | 20.70               | 226.00       |
| 614  | CONDUCTOR #2 AWG  | <u></u>    | 120     |             | 20.00    |              | 8.8  | 88.8                    | 280000                 |                     | 2000           | \$5.00<br>\$5.00 | 26/920               | 2498.25     | S1 494 75                      | \$214.50            | \$643.50     |
| 615  | STREET LIGHT PULL BOX   | <b>5</b>   | 20/2    |             | 80.00    |              | 800  | S682 00                 | ۱                      |                     | 5              | S723 54          | \$17.364.96          | 5702.77     | \$16,866,48                    | \$396.00            | \$9,504.00   |
| 919  | PEDESIRIAN SIREET LIGHT FOUNDATION  | 5 2        | \$ 6    |             | 3 5      |              | 000  | \$4.189.00              | ļ                      |                     | 80.08          | \$4,493.94       | \$89,878.80          | \$4,341.47  | \$86,829.40                    | \$2,460.70          | \$49,214.00  |
| 919  | 616 BEGA POLE, WITH DOUBLE LUMINAIRE AND FIXTURE 618 BEGA POLE, WITH DOUBLE LUMINAIRE AND FIXTURE | 5 25       | 4       |             | 80.00    |              | 80.00  | \$5,458.00              |                        |                     | 80:00          | \$5,790.65       | \$23,162.60          | \$5,624.33  | \$22,497.30                    | \$3,810.00          | \$15,240.00  |
|      |   |            |         |             | dia cir. |              |  |                         | 6475 395 00            |                     | CIRCON         |                  | \$901 414 39         |             | \$188.404.70                   | $\dagger$           | \$9,382,86   |
|      | SCHEDULE VI SUBTOTAL  |            |         |             | NOBID    |              | ClaCvi   |                         | ACCESSOR IS            |                     | and on         |                  |                      |             |                                |                     |              |
|      | SCHEDULE VII - ELECTRICAL IMPROVEMENTS (DUCTS)  |            |         |             |          |              |  |                         |                        |                     |                |                  |                      |             |                                |                     |              |
|      | A STO SOUTH PRICE PRICE PRINTS AND  |            | 920     |             | 800      |              | 00.08  | \$113.00                | \$30,849,00            |                     | 00:00          | \$200.01         | \$54.602.73          | \$156.51    | \$42,725.87                    | \$93.60             | \$25,552.80  |
| 5 6  | DEB & 4EZ CONC. ENCASED DUC IDANA  4E2 CONC. ENCASED DICTRANK                                     |            | 512     |             | 80.00    |              | 00.03  | \$64.00                 | \$3,264.00             |                     | 80.00          | \$116.70         | \$5,951.70           | \$90.35     | \$4,607.85                     | \$50.00             | \$2,550.00   |
| 202  | 4E6 & 4E2 CONC. ENCASED DUCTBANK  | 5          | 47      |             | 80.00    |              | \$0.00   |                         |                        |                     | \$0.00         | \$143.64         | \$6,751.08           | \$120.32    | \$5,655.04                     | \$75.00             | \$3,525.00   |
| 5    | SES CONC. ENCASED DUCTBANK  | 5          | 408     |             | 20.00    |              | \$0.00   |                         |                        |                     | 80.08          | \$93.36          | \$38,090.88          | \$91.68     | \$37,405.44                    | \$69.30             | \$28,274.40  |
| 705  | 8E2 & BES CONC. ENCASED DUCTBANK  | F.         | 168     |             | \$0.00   |              | 90.0S  |                         | \$22,176.00            |                     | 88             | \$151.71         | \$25,487.28          | S141.86     | \$23,831.64                    | \$140.00            | 223,520,00   |
| 206  | TUE STANDARD & WAY MANHOLE  | Ę          | 3       |             | \$0.00   |              | 80.00  | \$11,670.00             | "                      |                     | 80.03          | \$12,837.00      | \$25,674.00          | \$12,253.50 | \$24,507.00                    | \$10,230.00         | \$20,460.00  |
| íg j | CONNECT TO EXISTING SWITCH GEAR   | 5          | 8.0     |             | 808      |              | 0000   | \$2/5.00                | \$2,200,00             |                     | 8 5            | S58.35           | 2.080.02<br>08.68.80 | 89999       | \$533.40                       | \$44.00             | \$352.00     |
| 30/2 | i 6" DIA, TYPE DB PVG 90 DEG. SWEEPS, 30"<br>To equantifican committee                            | <u> </u>   | 1332.0  |             | 80.00    |              | 00:0\$   | \$5.50                  | S                      |                     | 80.08          | \$11.67          | \$15,544.44          | \$8.59      | \$11,435.22                    | \$3.30              | \$4,395.60   |
| 710  | I A SCHEDILL AS CONDUCT   |            | 120     |             | 80.08    |              | \$0.00   | 86.00                   |                        |                     | 80:00          | \$29.18          | \$3,501.60           | \$17.59     | \$2,110.80                     | SK-40               | \$528.00     |
| 711  | 711 FURNISH AND INSTALL SWITCH PAD  | EA         |         |             | 20.00    |              | \$0.00   | \$1,650.00              | \$1,650.00             |                     | 00'08          | \$3,501.00       | \$3,501.00           | \$2,575,50  | \$2,575.50                     | \$500.00            | \$500.00     |
|      |   | _          |         |             |          |              |  |                         | 00 107 0014            |                     |                | 1                | 13000 700            | 1           | \$158 891 7E                   |                     | \$121 010 78 |
|      | SCHEDULE VI SUBTOTAL  |            |         |             | NOBID    |              | OIBON  |                         | \$133,404.00           |                     | NOBID          | 1                | 110,502,4010         |             | 120,000                        | -                   | 6161,010.10  |

···;

99-34 Estimate: \$1,250,000.00
ADDISON CIRCLE, PHASE III
Pre Bid: May 26, 1999, at 2:00pm
Open: June 9, 1999, at 2:00pm

1.

| COMPANY NAME                | FULL MAILING ADDRESS<br>CITY, STATE, ZIP | TELEPHONE           | PRINT CONTACT NAME |
|-----------------------------|--|---------------------|--------------------|
|                             | 10711 SHADY TRAIL                        | PHONE 219 350-8040  | Rusty ABELL        |
| VALLEY (KESI                | DALLAS, TEXAS 75220                      | FW 214 350-8588     | JIM SELLEKS        |
| 1 7 7                       | Pales 800579                             | PHONE 972-557-1199  | Tony John story    |
| (71650n + 1950c, Auc        | Baldh Frings TK 75180-0579               | FN 972-557-1552     | ,                  |
|                             | 18209 Plance Rd Son Fr. 101              | PHONE 214-349- 2884 | . / / / /          |
| Jim BOWMAN CONST.           | DA MAS 17.                               | FW 214-349. 2887    | MAKY CHUNKINS      |
|                             | PO PRO 2600 WS                           | FSS1182 676 3051    |                    |
| FALM INC                    | PLANO TX 75026                           | FM 972931 7344      |                    |
|                             | 1000 Shady Trail # 103                   | PHONE 214 350-7669  | Daniel Maxwell     |
| (Licharyuction Jerukes, Inc | PAILLS, TEXAS 75220                      | FAX 214/350-7810    |                    |
| 7 100 100                   | P.O.Box 849                              | PHONE 972/427-9989  | Chuck Smed         |
| FILE FIROTHER JUCS: LANG    |  | FAX 972/427/3688    |                    |
|                             |  | PHONE               |                    |
|                             |  | FAX                 |                    |
|                             |  | PHONE               |                    |
|                             |  | FAX                 |                    |
|                             |  | PHONE               |                    |
|                             |  | FAX                 |                    |
|                             |  | PHONE               |                    |
|                             |  | FAX                 |                    |
|                             |  | PHONE               |                    |
|                             |  | FAX                 |                    |
|                             |  | PHONE               |                    |
|                             |  | FAX                 |                    |

PRE BIC CONFERENCE SIGN

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99-34 Estimate: \$1,250,000.00
ADDISON CIRCLE PHASE III
Pre Bid: May 26, 1999 at 2:00pm
Open: June 9, 1999 at 2:00pm

| COMPANY NAME        | FULL MAILING ADDRESS<br>CITY, STATE, ZIP | TELEPHONE                       | PRINT CONTACT NAME |
|---------------------|--|---------------------------------|--------------------|
| ontracting, Inc     | 89h xegrood                              | PHONE 817 430-9500              | ,                  |
|                     | Kella, TX 76244                          | _                               | Dennis Bailey      |
| PLIC TATEBOOKSES    | 310 N. BARNES                            | 1                               | LANCE              |
|                     | GARLAND TX 75226                         |                                 | CHARRIEME          |
| (,                  | 15720 QUORUM DR.                         | PHONE 972 - 866-7790            | MIKE               |
| LOST PROPERIES INC. | ADDISON, TX. 75001                       | FAIG72-866-6695                 | ROBIZINS           |
| HANIKINS NURSERY    | P.O. Box 800469                          | PHONE 9-72-596-5904 WM. GARRETT | WM. GARRETT        |
| 4 LANDSCAPE G.      | DALLAS, TX 75380-0469                    | FAX 972-964-3790                | CHRRY.             |
| HUIT-ZOMACI, INC    | 3131 McKinney Ave. Suite coo             | PHONE 214-871-3311              | DEID MOYERS        |
|                     | Deellas, 72. 75704                       |                                 | 141ison Betz       |
| 7.                  | 5350 REAT LIVE RD                        | PHONE 973-460-7091              | Clyde green        |
| 104                 | 75240                                    | FAX 972-450-7096                | Tahung Franco      |
|                     | Sperice Centrate                         | PHONE 9-72 40-2273              | ni mires           |
| TOA                 |  | FAX - 2837                      |                    |
|                     | SERVICE CENTER                           | PHONE 450-2847                  | DAVE WILDE         |
| 10A                 |  | FAX                             |                    |
|                     | P.O. Box 9000                            | PHONE (472) 453-2851            | C                  |
| 1 Dernot Adrion     | A 65550 TX 1000 75001                    | FM (972) 450-2834               | You pee            |
|                     | 3  | PHONE                           |                    |
| - *                 |  | FAX                             |                    |
|                     |  | PHONE                           |                    |
|                     |  | FAX                             |                    |
|                     |  | PHONE                           |                    |
|                     |  | FAX                             |                    |

### HUITT-ZOLIARS

Huitt-Zoilars, Inc. / 3131 McKinney Avenue / Suite 600 / LB 105 / Dallas, Texas 75204-2489 / 214/871-3311 / FAX 214/871-0757

May 19, 1999

Mr. Gordon C. Robbins P.O. Box 9010 4798 Airport Parkway Addison, TX 75001

RE: Addison Circle Phase 3

Public Infrastructure HZI Job # 01-1822-50

Dear Mr. Robbins,

Huitt-Zollars has completed design on the above referenced project and the plans are being bid by the Town of Addison. Enclosed please find a plan illustrating the alignment of Morris Avenue from Street R-5 to Addison Road.

Morris Avenue will be constructed to the west property line of the district with this phase. The Town of Addison has budgeted the extension of Morris Avenue to Addison Road for fiscal year 2000 which begins in October 2000. Post Properties will begin construction on their apartments in August 1999 and are scheduled to being occupancy in August 2000.

We do not feel that a temporary fire turnaround is necessary for the 4 to 6 month period when Morris Avenue will be a dead end street. In fact, the length for a fire vehicle to back up on Morris Avenue to R-5 is virtually the same as the condition north of Building 3B, where a deadend fire lane is located off of Street R-5. In this case, the turnaround movements meet the intent of a 90 degree or hammerhead type movement which has been approved by your office.

Please review this condition and provide us with your comments. Public Works has requested that we get your approval of this dead-end condition before the job is released for construction.

Thank you for your assistance with this matter and please call if you have any questions.

Sincerely,

HUITT-ZOLLARS, INC.

wid E. Meyors

David E. Meyers, P.E.

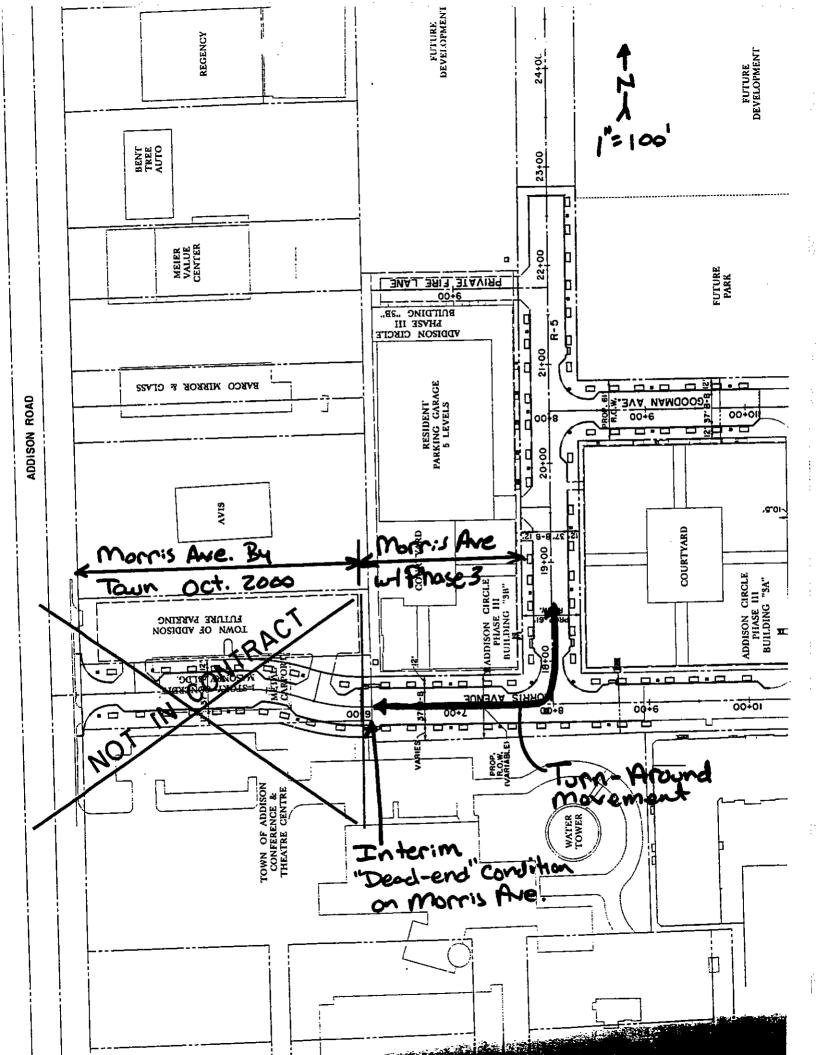
DEM/em

Enclosure

Cc: Mike Murphy, P.E., Town of Addison .

Cindy Harris, Post Properties

\hzdallas2\disk2\proj\01182250\GR-051999.doc





#### FIRE DEPARTMENT

(972) 450-7200 FAX (972) 450-7208

Post Office Box 9010 Addison, Texas 75001-9010

4798 Airport Parkway

David E. Meyers. P.E. HUITT-ZOLLARS, INC. 3131 McKinney Avenue Suite 600 LB 105 Dallas TX 75204-2489

RE:

Addison Circle Phase 3

Public Infrastructure HZI Job #01-1822-50

Dear Mr. Meyers:

I have reviewed your May 19, 1999 submittal regarding the temporary dead-end condition of Morris Avenue.

Based on the scale drawing provided it appears the dead-end portion of the street will be less than 150-feet. Consequently, a turn-around for fire apparatus will not be required.

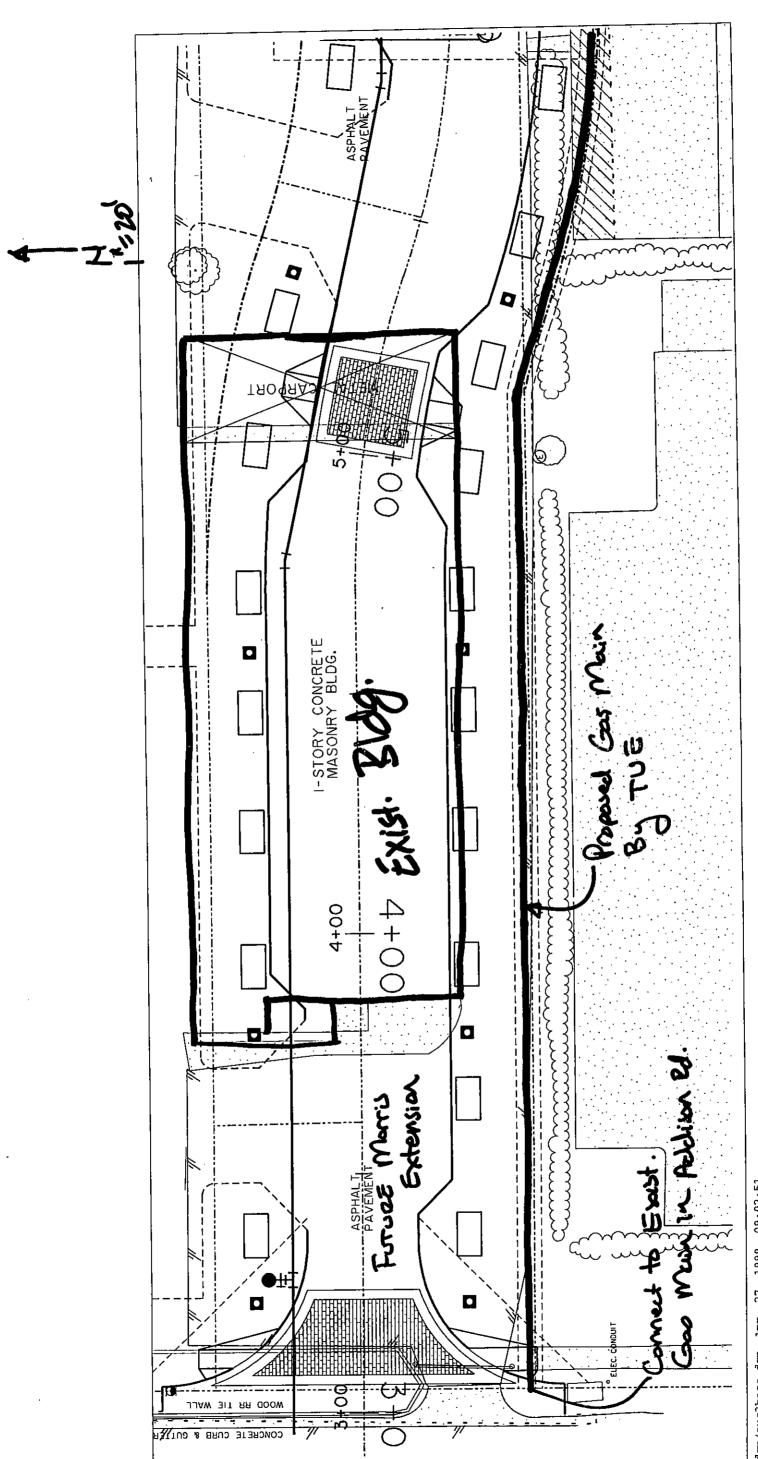
I appreciate your initiative in resolving this issue and look forward to working with you on Phase 3. If you have any further questions, please contact me directly at 972-450-7220.

Sincerely,

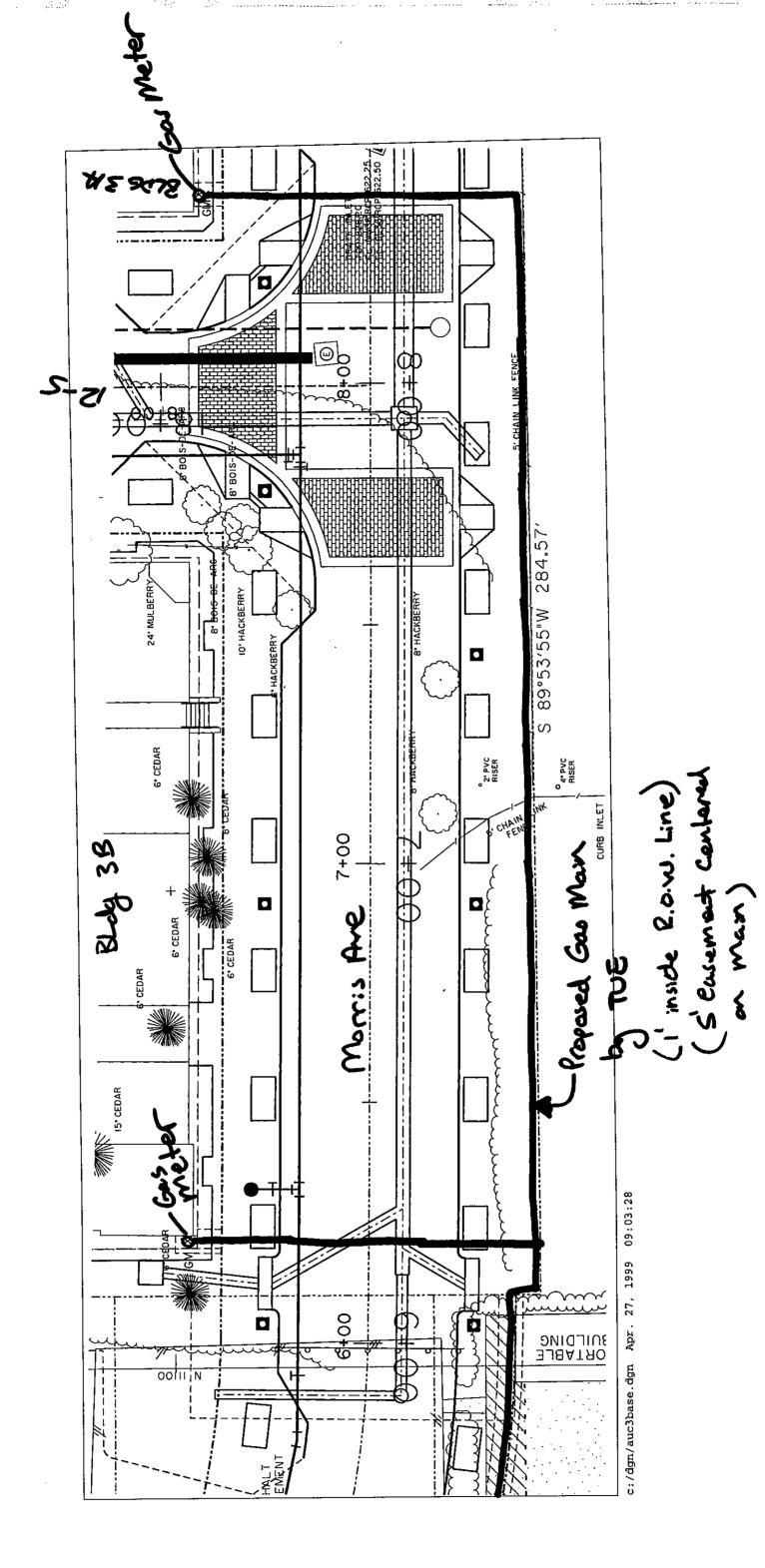
Gordon C. Robbins Deputy Fire Chief

Addison Fire Department

Copy: Mike Murphy, Town of Addison Cindy Harris, Post Properties



c:/dgn/auc3base.dgn Apr. 27, 1999 09:02:51



#### HUITT-ZOLLARS, IN

3131 McKinney Avenue, Suite 600 DALLAS, TEXAS 75204

## Regular Correct LETTEL OF TRANSMITTAL

|   | ATTENTION JOB NO. 01-1822-50                 |
|---|--|
| (214) 871-3311                                    | Mike Murphy RE: Addison Circle Phose 3       |
| 10 Town of Adduson                                | Addison Circle Phose 3                       |
| 16801 Westgrave The                               |  |
| 16801 Westgrave Drue<br>Addisson. Mp. 75001       |  |
|   |  |
|   |  |
|   |  |
| WE ARE SENDING YOU Attached □ Under separate cove |  |
|   | Plans □ Samples □ Specifications             |
| ☐ Copy of letter ☐ Change order ☐                 | J  |
| COPIES DATE NO.                                   | DESCRIPTION                                  |
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| THESE ARE TRANSMITTED as checked below:           |  |
|   | nitted   Resubmit copies for approval        |
| ☐ For your use ☐ Approved as noted                | ·  |
| ☐ As requested ☐ Returned for corre               | ections   Return corrected prints            |
| For review and comment  FOR BIDS DUE              | ☐ PRINTS RETURNED AFTER LOAN TO US           |
|   | C PRINTS RETORNED AFTER LOAN TO US           |
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|   | Soon as possible. If                         |
| you are in agreem                                 | ent with this allowmout                      |
| we will forward                                   | ent withithis algument<br>to Love Her Gay so |
|   | construction clocuments and bird.            |
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| - Thank   |  |
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| COPY TO   | - () M                                       |

If enclosures are not as noted, kindly notify us at once.

| . ⊿       | 4 <i>cord</i> , certii  | FICATE OF LIABIL   | ITY INS                             | URACE  |  | DATE (MM/DD/YY)<br>05/17/2000  |
|-----------|---|--|-------------------------------------|--|--|--|
| 000000000 | DUCER   |  | THIS CERT                           | IFICATE IS ISSU                                  | ED AS A MATTER OF  | INFORMATION  |
| A         | llied N. America  | Corp. of Tx  | ONLY AND                            | CONFERS NO                                       | RIGHTS UPON THE E DOES NOT AMEND                           | CERTIFICATE  |
| 1         | .2770 Coit Road, S  |  | ALTER THI                           | E COVERAGE AF                                    | FORDED BY THE POL  | ICIES BELOW.   |
|           | allas, TX 75251   |  |                                     | COMPANIES A                                      | AFFORDING COVERAGE   |  |
| (         | 972)455-1400 F:   | (972)387-8837  | COMPANY A S                         | t. Paul F  | ire & Marine   | Ins Co   |
| INSU      | RED   |  | COMPANY                             |  |  |  |
|           | ibson & Associate   | es, Inc.   | B N                                 | ational U  | nion Fire In   | s Co   |
|           | O. Box 800579   | 75100  | COMPANY                             |  |  |  |
| E         | Balch Springs, Te   | kas 75180  |                                     |  |  |  |
|           | 1   |  | COMPANY                             |  |  |  |
| CO)       | /ERAGES   |  |                                     |  |  |  |
|           | INDICATED, NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR M | ICIES OF INSURANCE LISTED BELOW HAVE<br>7 REQUIREMENT, TERM OR CONDITION OF<br>MAY PERTAIN, THE INSURANCE AFFORDED | ANY CONTRACT O<br>BY THE POLICIES   | r other documen<br>Described Herein              | IT WITH RESPECT TO WHIC                                    | CH THIS  |
|           | EXCLUSIONS AND CONDITIONS OF                                  | SUCH POLICIES. LIMITS SHOWN MAY HAVE   |                                     |  | <u> </u>   | -  |
| CO<br>LTR | TYPE OF INSURANCE   | POLICY NUMBER  | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY)                | LIMIT  |  |
| A         | GENERAL LIABILITY   | KK09101152   | 06/30/00                            | 06/30/01   | GENERAL AGGREGATE  | \$ 2,000,000   |
|           | COMMERCIAL GENERAL LIABILITY                                  |  |                                     |  | PRODUCTS - COMP/OP AGG PERSONAL & ADV INJURY               | \$ 1,000,000   |
|           | OWNER'S & CONTRACTOR'S PROT                                   |  |                                     | ļ  | EACH OCCURRENCE  | \$ 1,000,000<br>\$ 1,000,000   |
|           | OWERS & CONTRACTORS PROT                                      |  |                                     |  | FIRE DAMAGE (Any one fire)                                 | \$ 50,000  |
|           |   | •  |                                     |  | MED EXP (Any one person)                                   | \$ 5.000   |
| A         | AUTOMOBILE LIABILITY  X ANY AUTO                              | KK09101152-1   | 06/30/00                            | 06/30/01   | COMBINED SINGLE LIMIT                                      | \$ 1,000,000   |
|           | ALL OWNED AUTOS SCHEDULED AUTOS                               |  |                                     | ļ  | BODILY INJURY<br>(Per person)                              | \$   |
|           | X HIRED AUTOS   |  |                                     |  | BODILY INJURY  |  |
|           | X NON-OWNED AUTOS   |  |                                     |  | (Per accident)   | \$   |
|           |   |  |                                     |  | PROPERTY DAMAGE  | 5  |
|           | GARAGE LIABILITY  |  |                                     |  | AUTO ONLY - EA ACCIDENT                                    | 5  |
|           | ANY AUTO  |  |                                     |  | OTHER THAN AUTO ONLY:                                      |  |
|           |   | -  |                                     |  | EACH ACCIDENT  | \$   |
|           |   |  | 06/20/00                            | 06/20/01   | AGGREGATE  EACH OCCURRENCE                                 | \$   |
| <u>.</u>  | W UMBRELLA FORM   | BE7396106  | 06/30/00                            | 06/30/01   | AGGREGATE  | \$10,000,000<br>\$10,000,000   |
| В         | OTHER THAN UMBRELLA FORM                                      |  |                                     |  |  | \$   |
| A         | WORKERS COMPENSATION AND                                      | WVK9101304   | 06/30/00                            | 06/30/01   | X WC STATU-<br>TORY LIMITS ER                              |  |
|           | EMPLOYERS' LIABILITY  |  |                                     |  | EL EACH ACCIDENT   | \$ 500,000   |
|           | THE PROPRIETOR/ PARTNERS/EXECUTIVE                            |  |                                     |  | EL DISEASE - POLICY LIMIT                                  | \$ 500,000   |
|           | OFFICERS ARE: EXCL  |  |                                     | <del>                                     </del> | EL DISEASE - EA EMPLOYEE                                   | \$ 500,000   |
|           | OTHER   |  |                                     |  |  |  |
|           |   |  |                                     |  |  |  |
|           |   |  |                                     |  |  |  |
|           | CRIPTION OF OPERATIONS/LOCATIONS/VE                           | HICLES/SPECIAL NEMS  | ''B                                 |  |  |  |
| 1         | Project(s): Add<br>Pub  | lic Infrastructure F   | aving and                           | l Streetso                                       | caping   |  |
| L         |   |  |                                     |  |  |  |
| CE        | RTIFICATE HOLDER  |  | CANCELLATI                          | ON   |  |  |
|           |   |  | SHOULD AN                           | Y OF THE ABOVE D                                 | ESCRIBED POLICIES BE CAN                                   | CELLED BEFORE THE  |
|           | wn of Addison / (   | _  |                                     |  | E ISSUING COMPANY WILL                                     |  |
|           | coperties, Inc. /   | <del>-</del>   |                                     |  | TO THE CERTIFICATE HOLDER                                  |  |
|           | O. Box 9010<br>ldison Texas                                   | Inc.<br>75001  | 1                                   |  | TICE SHALL IMPOSE NO OBL<br>Company, ITS AGENTS <u>o</u> i | IGATION OR LIABILITY<br>PRINTER PRESENTATIVES.   |
| امر       | MTSOH IEVES   | , 5001   | AUTHORIZED RE                       | <del>_</del>                                     | la La  |  |
|           | 1   |  |                                     | - d  | 2.27   | and the same of th |
| AC        | ORD 25-S (1/95)   |  |                                     |  | O ACORD CO   | PRPORATION 1988  |

| <u>.</u> | <i>acord</i> , certif   | FICATE OF LIABIL  | ITY INS                             | <b>JURAC</b> E                               |  | DATE (MM/DD/YY)<br>04/06/2000  |
|----------|---|---|-------------------------------------|--|--|--|
| PROI     | DUCER<br>Allied N. America                                    | Corp. of TX   | THIS CERT<br>ONLY AND<br>HOLDER. 1  | IFICATE IS ISSU<br>CONFERS NOTHIS CERTIFICAT | ED AS A MATTER OF<br>RIGHTS UPON THE<br>E DOES NOT AMEND | INFORMATION<br>CERTIFICATE<br>, EXTEND OR  |
|          | 12770 Coit Rd #750  | 1   | ALTER THI                           | E COVERAGE A                                 | FORDED BY THE POL  | JCIES BELOW.   |
|          | Dallas, TX 75251  |   |                                     | COMPANIES A                                  | AFFORDING COVERAGE                                       |  |
|          | (972) 455-1400  |   | COMPANY<br>A S                      | t. Paul G                                    | uardian Insu   | rance Co   |
| INSU     | <sup>RED</sup><br>Sibson & Associate                          | es, Inc.  | COMPANY<br>B S                      | t. Paul F                                    | ire & Marine   | Ins Co   |
|          | P. O. Box 800579  | tas 75180   | COMPANY                             |  |  |  |
| -        | Balch Springs, Tex  | .as /5100   | COMPANY                             |  |  |  |
|          | urna are  |   | D                                   |  |  |  |
|          | INDICATED, NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR M | CIES OF INSURANCE LISTED BELOW HAVE<br>REQUIREMENT, TERM OR CONDITION OF<br>IAY PERTAIN, THE INSURANCE AFFORDED<br>VICTORIAN HAVE | ANY CONTRACT O                      | R OTHER DOCUMEN<br>DESCRIBED HEREIN          | IT WITH RESPECT TO WHIC                                  | H THIS   |
| 뜼        | TYPE OF INSURANCE   | POLICY NUMBER   | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY)         | шип:   | \$   |
| A        | GENERAL LIABILITY   | KK09100896  | 06/30/99                            | 06/30/00                                     | GENERAL AGGREGATE  | \$ 2,000,000   |
|          | COMMERCIAL GENERAL LIABILITY                                  |   |                                     |  | PRODUCTS - COMP/OP AGG                                   | \$ 1,000,000   |
|          | CLAIMS MADE X OCCUR   |   |                                     |  | PERSONAL & ADV INJURY                                    | \$ 1,000,000   |
|          | OWNER'S & CONTRACTOR'S PROT                                   |   |                                     |  | EACH OCCURRENCE  | \$ 1,000,000   |
|          |   |   |                                     |  | FIRE DAMAGE (Any one fire)                               | \$ 50,000  |
|          |   |   |                                     |  | MED EXP (Any one person)                                 | \$ 5,000   |
| A        | AUTOMOBILE LIABILITY  ANY AUTO                                | KK09100896-1  | 06/30/99                            | 06/30/00                                     | COMBINED SINGLE LIMIT                                    | s 1,000,000  |
|          | ALL OWNED AUTOS SCHEDULED AUTOS                               |   |                                     |  | BODILY INJURY<br>(Per person)                            | s  |
|          | X HIRED AUTOS X NON-OWNED AUTOS                               |   |                                     |  | BODILY INJURY<br>(Per accident)                          | s  |
|          |   |   |                                     |  | PROPERTY DAMAGE  | \$   |
|          | GARAGE LIABILITY  |   |                                     |  | AUTO ONLY - EA ACCIDENT                                  | s  |
| ĺ        | ANY AUTO  |   |                                     |  | OTHER THAN AUTO ONLY:                                    |  |
|          |   |   |                                     |  | EACH ACCIDENT  | s  |
|          |   |   |                                     |  | AGGREGATE  | s  |
|          | EXCESS LIABILITY  | KK09100896  | 06/30/99                            | 06/30/00                                     | EACH OCCURRENCE  | \$10,000,000   |
| A        | X UMBRELLA FORM   |   |                                     |  | AGGREGATE  | \$10,000,000   |
| <u> </u> | OTHER THAN UMBRELLA FORM                                      |   |                                     |  | WC STATU-   OTH-   | <b>\$</b>  |
| В        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                 | WVK9101240  | 04/15/00                            | 06/30/00                                     | X WC STATU-<br>TORY LIMITS CER                           | t re   |
|          | THE PROPRIETOR/   |   |                                     |  | EL DISEASE - POLICY LIMIT                                | \$ 500,000<br>\$ 500,000   |
|          | PARTNERS/EXECUTIVE  |   |                                     |  | EL DISEASE - EA EMPLOYEE                                 |  |
|          | OFFICERS ARE: EXCL  |   | ·                                   | <del>-</del>                                 | EL DISEASE - EX ENFLOTEL                                 | \$ 500,000   |
|          |   |   |                                     |  |  |  |
|          | -   |   |                                     |  |  |  |
|          |   |   |                                     |  |  |  |
|          | cription of operations/locations/veh Project(s): Addi Publ    | CLES/SPECIAL MEMS<br>SON Circle Phase II<br>ic Infrastructure P   | B<br>aving and                      | l Streetso                                   | aping  |  |
|          |   |   |                                     |  |  |  |
| CE       | RTIFICATE HOLDER  |   | CANCELLATI                          | 390091000000000000000000000000000000000      | ESCRIBED POLICIES BE CAN                                 | CELLED BEEVOE AND  |
| Tα       | own of Addison / G  | avlord  |                                     |  | E ISSUING COMPANY WILL I                                 |  |
|          | coperties, Inc. /   |   |                                     |  | TO THE CERTIFICATE HOLDER                                |  |
|          | 0. Box 9010   | Inc.  | 1                                   |  | TICE SHALL IMPOSE NO OBLI                                |  |
|          |   | 5001  | _                                   |  | COMPANY, ITS AGENTS OF                                   |  |
|          | ·   |   | AUTHORIZED RE                       |  | 1  | <del>and the control of t</del> |

ACORD 25-S (1/95)

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PACORD CORPORATION 1988

|               | A <i>cord</i> , Certif  | ICATE OF LIABIL   | JTY INS                             | URANJE  |   | DATE (MM/DD/YY)<br>06/29/1999           |
|---------------|---|---|-------------------------------------|---|---|---|
| PROD<br>A     |   | Corp. of TX   | THIS CERT<br>ONLY AND<br>HOLDER. 1  | IFICATE IS ISSUI<br>CONFERS NO<br>THIS CERTIFICAT | ED AS A MATTER OF<br>RIGHTS UPON THE<br>E DOES NOT AMEND<br>FORDED BY THE POL | INFORMATION<br>CERTIFICATE<br>EXTEND OR |
|               | allas, TX 75251   |   |                                     |   | AFFORDING COVERAGE  |   |
|               | 972) 455-1400   |   | COMPANY<br>A S                      | st. Paul G  | uardian Insu  | rance Co                                |
| INSUI         | ibson & Associate   | s. Inc.   | COMPANY<br>B T                      | X Workers   | ' Comp Ins F  | ınd                                     |
| P             | . O. Box 800579   | •   | COMPANY                             |   |   |   |
| B             | alch Springs, Tex   | as 75180  | COMPANY                             |   |   |   |
| e e e         | ERAGES  |   |                                     |   |   |   |
| ************* | THIS IS TO CERTIFY THAT THE POLIC<br>INDICATED, NOTWITHSTANDING ANY<br>CERTIFICATE MAY BE ISSUED OR M | CIES OF INSURANCE LISTED BELOW HAVE<br>REQUIREMENT, TERM OR CONDITION OF<br>AY PERTAIN, THE INSURANCE AFFORDED<br>UCH POLICIES. LIMITS SHOWN MAY HAVE | ANY CONTRACT O BY THE POLICIES      | R OTHER DOCUMEN<br>DESCRIBED HEREIN               | it with respect to whic   | H THIS                                  |
| CO<br>LTR     | TYPE OF INSURANCE   | POLICY NUMBER   | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY)              | цип   | S                                       |
| Α             | GENERAL LIABILITY   | KK09100896  | 06/30/99                            | 06/30/00  | GENERAL AGGREGATE   | s 2,000,000                             |
|               | COMMERCIAL GENERAL LIABILITY  | İ   |                                     |   | PRODUCTS - COMP/OP AGG  | \$ 1,000,000                            |
|               | CLAIMS MADE X OCCUR   |   |                                     |   | PERSONAL & ADV INJURY   | s 1,000,000                             |
| '             | OWNER'S & CONTRACTOR'S PROT   |   |                                     |   | EACH OCCURRENCE   | \$ 1,000,000                            |
|               |   |   |                                     |   | FIRE DAMAGE (Any one fire)  | \$ 50,000                               |
| A             |   | KK09100896-1  | 06/30/99                            | 06/30/00  | MED EXP (Any one person)  COMBINED SINGLE LIMIT                               | \$ 5,000<br>\$ 1,000,000                |
|               | ANY AUTO ALL OWNED AUTOS  |   |                                     |   | BÖDILY INJURY<br>(Per person)   | \$                                      |
|               | SCHEDULED AUTOS  HIRED AUTOS  X NON-OWNED AUTOS   |   |                                     |   | BODILY INJURY<br>(Per accident)   | \$                                      |
|               | ·   |   | _                                   |   | PROPERTY DAMAGE   | \$                                      |
|               | GARAGE LIABILITY  |   |                                     |   | AUTO ONLY - EA ACCIDENT   | \$                                      |
|               | ANY AUTO  | . ;   |                                     |   | OTHER THAN AUTO ONLY:   |   |
|               |   |   |                                     |   | EACH ACCIDENT   | \$                                      |
|               |   |   |                                     |   | AGGREGATE   | <u> </u>                                |
|               | EXCESS LIABILITY  | KK09100896  | 06/30/99                            | 06/30/00  |   | \$10,000,000                            |
| Α             | X UMBRELLA FORM   |   |                                     |   | AGGREGATE   | \$10,000,000                            |
| <u> </u>      | OTHER THAN UMBRELLA FORM  |   | 04/75/00                            | 04/15/00  | X WC STATU- OIN-  | <b>S</b>                                |
| В             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | TSF0010030103   | U4/15/99                            | 04/15/00  | X TORY LIMITS ER  | \$ 500,000                              |
|               | THE PROPRIETOR/ INCL  | }   |                                     |   | EL DISEASE - POLICY LIMIT   | \$ 500,000                              |
|               | PARTNERS/EXECUTIVE EXCL   |   |                                     |   | EL DISEASE - EA EMPLOYEE  | \$ 500,000                              |
|               | OTHER   |   |                                     |   |   |   |
|               |   |   |                                     |   |   |   |
|               |   |   |                                     |   |   |   |
| DESC          | PIPTION OF OPERATIONS/LOCATIONS/VEH<br>Project(s): Addi<br>Publ                                       | icles/special mems Son Circle Phase II Lic Infrastructure P   | B<br>aving and                      | l Streetso  | eaping  |   |
| CE            | TIFICATE HOLDER   |   | CANGELLATI                          | 61060100010100000000000000000000000000            | ESCRIBED POLICIES BE CAN  | CELLED BEFORE THE                       |
|               | wn of Addison / G   |   | EXPIRATION                          | DATE THEREOF, THE                                 | E ISSUING COMPANY WILL  | ENDEAVOR TO MAIL                        |
| Pr            | operties, Inc. /  | rost Properties   | DA'                                 | YS WRITTEN NOTICE T                               | TO THE CERTIFICATE HOLDER   | NAMED TO THE LEFT,                      |

Inc.

75001

BUT FAILURE TO MAIL SUGH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY

OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

© ACORD CORPORATION 1988

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

P. O. Box 9010

Addison Texas

# Michael Murphy

From: Sent: To: Cc: Subject:

Clyde Johnson Wednesday, July 07, 1999 9:10 AM David Meyers (E-mail) Michael Murphy Gibson Notice

Attached is a copy of the notice sent out yesterday. Either you or Mike should follow up with a letter to both Gibson and North Texas with agreed to timetables for start dates and send a copy to me. Since there are liquidated damages involved, firm start dates need to be identified once they are established.

will send you copies of the contracts and bonds, as requested.

Proceed-Gibson.doc