

Addison Circle PHASE II B = 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 Slewing
- 2) Wastewater main stub out of manhole at Sta. 6+32.73 (Artist Way)
- 3) Correct Alignment of 6" Fire Service to Bldg. "A" - Artist Way Sta 19+69.24
- 4) Core Existing TXU Manhole & Install Terminators
- 5) Reconciliation of Actual Installed Quantities

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

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

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

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

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

(\$13,217.00)
 \$435,583.00
 \$0.00
 \$422,366.00

JOB NUMBER: 143901 / CHANGE ORDER NO. 1

OWNER: TOWN OF ADDISON

CONTRACTOR: NORTH TEXAS CONTRACTING, INC.

DATE: 11/22/00

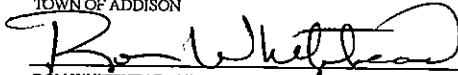
EFFECT OF CHANGE ON CONTRACT TIME

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

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

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

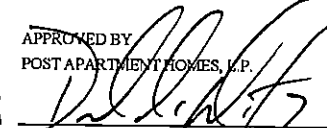
APPROVED BY
TOWN OF ADDISON


RON WHITEHEAD, CITY MANAGER

DATE

1-19-01

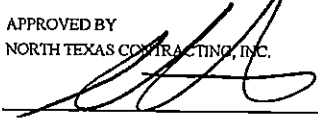
APPROVED BY
POST APARTMENT HOMES, L.P.


DAVID MONTOYA, PROJECT MANAGER

DATE

12-01-00

APPROVED BY
NORTH TEXAS CONTRACTING, INC.


JAY LOUY, PRESIDENT
Robert Faara V.P.

DATE

12/18/02

APPROVED BY
HUITZ-ZOLLARS


DAVID E. MEYERS, P.E.

DATE

11/3/01

**TOWN OF ADDISON
PAYMENT AUTHORIZATION MEMO**

DATE: 12/27/99

Claim # _____

Check \$ 20,992.21

(II B)

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)
<u>Key App 4</u>	<u>41</u>	<u>000</u>	<u>58210</u>	<u>95300</u>		<u>20,992.21</u>

TOTAL 20,992.21

EXPLANATION Addison Circle Phase II B Public Infrastructure Utilities

[Signature]
 Authorized Signature
12/28/99

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 §
 §
COUNTY OF DALLAS §

AFFIDAVIT

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.

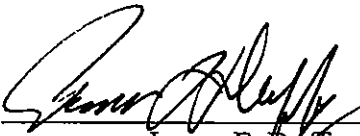
I am a duly authorized representative of Addison Circle Three, Ltd., a Texas limited partnership (the ‘Partnership’). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

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

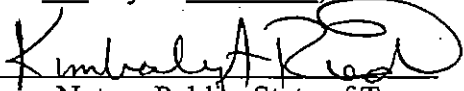
III' dated October 3, 1997 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase III (the 'Project'). The contractor for the project is North Texas Contracting, Inc. ('Contractor').

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

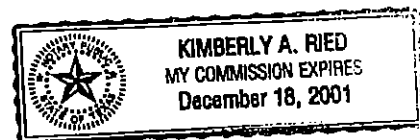
SWORN TO AND SUBSCRIBED BEFORE ME on the 15th day of December, 1999.


Notary Public, State of Texas

Please let us know if you have any questions.

Regards,


James F. Duffy
Executive Vice President



JFD/kar

Attachments

PV
 ✓ 4/00098

~~143701, 2670, 19258~~

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

RECEIVED
 NOV 24 1999
 BY: *M. Robbins*

TOWN OF ADDISON
 C/O POST PROPERTIES
 15651 NORTH DALLAS PARKWAY, SUITE 855
 DALLAS, TX 75248
 PH. (972) 888-7780 // FAX (972) 888-6685

CONTRACT AMOUNT \$ 435,563.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,563.00
 PERCENTAGE COMPLETE 85%

ATTN MIKE ROBBINS

JOB NAME: ADDISON CIRCLE PHASE II-B-PUBLIC INFRASTRUCTURE
 JOB NUMBER: 9014

PAY REQUEST #4
 FROM: NOV 1 - NOV 30, 1999

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
BID PACKAGE "C" UTILITIES SCHEDULE III								
301	MOBILIZATION	LS	1	0	1	7,000.00	\$ -	\$ 7,000.00
302	SUPERINTENDENT	LS	1	0	1	3,000.00	\$ -	\$ 3,000.00
303	18" CL-HI RCP	LF	254	0	150	84.00	\$ -	\$ 8,100.00
304	21" CL-HI RCP	LF	222	20	243	57.00	\$ 1,140.00	\$ 13,784.00
305	24" CL-HI RCP	LF	285	0	285	62.00	\$ -	\$ 17,670.00
306	27" CL-HI RCP	LF	366	0	366	67.00	\$ -	\$ 24,622.00
307	36" CL-HI RCP	LF	70	0	70	104.00	\$ -	\$ 7,280.00
308	REMANDISPOSE EXIST INLET	EA	2	0	2	550.00	\$ -	\$ 1,100.00
309	REMANDISPOSE EXIST CONC PIPE	LF	114	0	114	15.00	\$ -	\$ 1,710.00
310	6" MOD RECESSED CURB INLET	EA	1	0.75	0.75	2,000.00	\$ 1,500.00	\$ 1,500.00
311	6" RECESSED CURB INLET (EXTRA DEPTH)	EA	3	2	3	2,200.00	\$ 4,400.00	\$ 4,400.00
312	10" MOD RECESSED CURB INLET	EA	1	0.75	0.75	3,000.00	\$ 2,250.00	\$ 2,250.00
313	10" MOD RECESS INLET (EXTRA DEPTH)	EA	1	0.75	0.75	3,300.00	\$ 2,475.00	\$ 2,475.00
314	5' X 6" TYPE "Y" INLET W/APRON	EA	1	0	0	3,000.00	\$ -	\$ -
315	TYPE "A" STORM WATER MANHOLE	EA	2	2	2	3,500.00	\$ 7,000.00	\$ 7,000.00
316	TYPE "B" STORM WATER MANHOLE	EA	1	1	1	6,000.00	\$ 6,000.00	\$ 6,000.00
317	ADJ EXIST STORM MANHOLE	EA	1	1	1	700.00	\$ 700.00	\$ 700.00
318	RCP 60 DEG FACTORY WYE CONN	EA	9	0	9	300.00	\$ -	\$ 2,700.00
319	24" RCP 45 DEG FACTORY BEND	EA	1	0	1	245.00	\$ -	\$ 245.00
320	PIPE TO PIPE CONNECTION	EA	1	0	1	400.00	\$ -	\$ 400.00
321	PRECAST CONC PLUG FOR RCP	EA	5	0	5	100.00	\$ -	\$ 500.00
322	INLET PROTECTION	EA	8	8	8	250.00	\$ 2,000.00	\$ 2,000.00
323	84" FENCE	LF	1570	0	0	2.00	\$ -	\$ -
324	STABILIZED CONST ENTRANCE	SY	22	0	0	18.00	\$ -	\$ -
325	TRENCH SAFETY DESIGN	LS	1	0	1	500.00	\$ -	\$ 500.00
326	TRENCH SAFETY	LF	1187	104	1187	1.00	\$ 104.00	\$ 1,187.00
327	2" PVC SCH-40 SLEEVE	LF	306	340	340	4.00	\$ 1,360.00	\$ 1,360.00
328	3" PVC SCH-40 SLEEVE	LF	3108	1280	1280	4.50	\$ 5,670.00	\$ 5,670.00
329	4" PVC SCH-40 SLEEVE	LF	612	415	415	5.00	\$ 2,075.00	\$ 2,075.00
330	6" PVC SCH-40 SLEEVE	LF	194	248	248	6.00	\$ 1,488.00	\$ 1,488.00
SCHEDULE IV								
401	8" SDR-35 PVC	LF	533	33	533	37.00	\$ 1,221.00	\$ 19,721.00
402	6" SDR-35 PVC LAT W/2-WAY C/O	EA	5	0	5	1,500.00	\$ -	\$ 7,500.00
403	5' DIA MANHOLE	EA	2	0	2	4,100.00	\$ -	\$ 8,200.00
404	PERFORM T.V. INSPECTION	LF	533	0	533	1.00	\$ -	\$ 533.00
405	CONNECT TO EXISTING MANHOLE	EA	1	0	1	1,000.00	\$ -	\$ 1,000.00
406	TRENCH SAFETY	LF	703	0	703	1.00	\$ -	\$ 703.00
SCHEDULE V								
501	CONCRETE BLOCING	CY	2.8	0	2.8	250.00	\$ -	\$ 700.00
502	O.I. FITTINGS (CL-200)	TON	1.1	0	1.1	3,000.00	\$ -	\$ 3,300.00
503	4" DR-18 CL-150 WATER PIPE	LF	18	0	18	18.00	\$ -	\$ 288.00
504	6" DR-18 CL-150 WATER PIPE	LF	80	0	80	19.00	\$ -	\$ 1,520.00
505	8" DR-18 CL-150 WATER PIPE	LF	1008	0	1008	21.00	\$ -	\$ 21,128.00
506	4" GATE VALVE/BOX	EA	3	0	3	580.00	\$ -	\$ 1,680.00
507	6" GATE VALVE/BOX	EA	6	0	6	660.00	\$ -	\$ 3,960.00
508	8" GATE VALVE/BOX	EA	6	0	6	750.00	\$ -	\$ 3,750.00
509	FIRE HYDRANT	EA	4	0	4	1,400.00	\$ -	\$ 5,600.00
510	CONNECT TO EXISTING MAIN	EA	2	0	2	800.00	\$ -	\$ 1,600.00
511	2" TYPE "K" COPPER SERVICE	EA	3	0	3	1,200.00	\$ -	\$ 3,600.00
512	4" DR-18 CL-150 SERVICE LINE	EA	2	0	2	750.00	\$ -	\$ 1,500.00

DEC 08 1999

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

TOWN OF ADDISON
 C/O POST PROPERTIES
 18851 NORTH DALLAS PARKWAY, SUITE 655
 DALLAS, TX 75248
 PH. (972) 886-7700 H FAX (972) 886-0695

ATTN MIKE ROBBINS

JOB NAME: ADDISON CIRCLE PHASE II-B-PUBLIC INFRASTRUCTURE
 JOB NUMBER: 9014

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 95%

PAY REQUEST # 4
 FROM: NOV 1 - NOV 30, 1999

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT UNIT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
513	6" DR-18 CL-130 FIRE SERVICE LINE	EA	2	0	2	\$ 850.00	\$ -	\$ 1,700.00
514	1 1/2" HERSEY MVT100 METER	EA	3	0	3	\$ 800.00	\$ -	\$ -
515	4" HERSEY MCT II COMPOUND METER	EA	2	2	2	\$ 5,500.00	\$ 11,000.00	\$ 11,000.00
616	6" HERSEY DOC-II DETECTOR CHECK	EA	2	2	2	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
517	1.5" FERCO 606Y DBL CHECK	EA	3	0	0	\$ 280.00	\$ -	\$ -
516	885H 17" X 28" CONC BOX	EA	6	6	6	\$ 285.00	\$ 1,530.00	\$ 1,530.00
619	MV-480-801-S CONC BOX W/BLCO LID	EA	4	4	4	\$ 4,400.00	\$ 17,600.00	\$ 17,600.00
520	TRENCH SAFETY	LF	732	0	732	\$ 1.00	\$ -	\$ 732.00
521	PERFORM WATER TEST	LS	1	0	1	\$ 780.00	\$ -	\$ 780.00
522	2000 PSI CONC ENCASEMENT	LF	20	0	20	\$ 40.00	\$ -	\$ 800.00
SCHEDULE VI								
701	888 & 4E2 CONC ENCASE DUCT BANK	LF	273	0	273	\$ 123.00	\$ -	\$ 33,579.00
702	4E2 CONC ENCASE DUCT BANK	LF	51	0	51	\$ 74.00	\$ -	\$ 3,774.00
703	4E8 & 4E2 CONC ENCASE DUCT BANK	LF	47	0	47	\$ 107.00	\$ -	\$ 5,029.00
704	888 CONC ENCASE DUCT BANK	LF	408	0	408	\$ 100.00	\$ -	\$ 40,800.00
705	8E2 & 8E8 CONC ENCASE DUCT BANK	LF	188	0	188	\$ 142.00	\$ -	\$ 26,696.00
706	T.U.E 3-WAY MANHOLE	EA	2	0	2	\$ 14,870.00	\$ -	\$ 29,340.00
707	CONNECT TO EXIST SWITCHGEAR	EA	8	0	8	\$ 475.00	\$ -	\$ 3,800.00
708	6" DB PVC 90 DEG SWEEP 36"	EA	6	0	6	\$ 100.00	\$ -	\$ 600.00
709	3" PVC SCHEDULE 40	LF	1332	0	1332	\$ 6.60	\$ -	\$ 8,888.00
710	4" PVC SCHEDULE 40	LF	120	0	120	\$ 7.00	\$ -	\$ 840.00
711	SWITCH PAD	EA	1	0	1	\$ 2,000.00	\$ -	\$ 2,000.00
STORED MATERIALS								
1	6" DB120 PVC PIPE	LF	5020	0	0	\$ 1.67	\$ -	\$ -
2	2" DB120 PVC PIPE	LF	2820	0	0	\$ 0.26	\$ -	\$ -
3	6" PVC DB SWEEPS	EA	8	0	0	\$ 25.88	\$ -	\$ -
4	CARLON SPACERS	EA	1780	0	0	\$ 1.32	\$ -	\$ -
EXTRA WORK								
1	CORRECT ALIGNMENT OF 6" WATER	LS	1	1	1	\$ 920.00	\$ 920.00	\$ 920.00
2	CORED EXISTING T.U. MANHOLE	LS	1	1	1	\$ 928.00	\$ 928.00	\$ 928.00
3	RESTOCKING FEE FOR CONDUIT	LS	1	1	1	\$ 625.00	\$ 625.00	\$ 625.00
4	ADDED 6" SAN SEWER STUB-OUT	LS	1	1	1	\$ 585.00	\$ 585.00	\$ 585.00

TOTAL WORK PERFORMED ✓ \$ 82,548.00 \$ 412,451.00
 LESS 6% RETAINAGE ✓ \$ 4,127.45 \$ 20,622.55
NET AMOUNT PAYABLE ✓ \$ 78,421.55 \$ 381,828.45

NET AMOUNT DUE ON PROJECT \$ 381,828.45
 LESS PREVIOUS RECEIVED TO DATE \$ 178,986.70
CURRENT AMOUNT DUE ON PROJECT \$ 212,841.75

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

AMOUNT UNPAID FROM PRIOR ESTIMATES \$ 136,440.20
 AMOUNT DUE FROM CURRENT ESTIMATE \$ 78,421.55
TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING INC. \$ 212,861.75

143901.2670.19258

SS

O.K. M. Robbins 11/29/99
 78,421.55

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

Town of Addison

Pay Application Request	X	City %	=	City's Amount
82,549.00		30.43%		25,119.66
Less: Retainage				
82,549.00		5.00%		<u>(4,127.45)</u>
Total Payment from City				<u>20,992.21</u>

Post Apartment Homes/Gaylord

Pay Application Request	X	Partnership %	=	Partnership Amount
82,549.00		69.57%		<u>57,429.34</u>
Total Payment to Contractor				<u>78,421.55</u>

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)
<u>Pay App #3</u>	<u>41</u>	<u>000</u>	<u>58210</u>	<u>95300</u>		<u>35,987.52</u>

TOTAL 35,987.52

EXPLANATION Addison Circle Phase II B
Public Infrastructure - Utilities

Mike. Singh
 Authorized Signature
11/17/99

Finance _____



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 §
 §
COUNTY OF DALLAS §

AFFIDAVIT

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

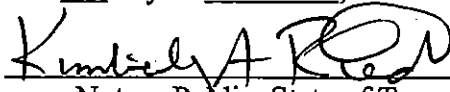
III' dated October 3, 1997 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase III (the 'Project'). The contractor for the project is North Texas Contracting, Inc. ('Contractor').

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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 15th day of November, 1999.


Notary Public, State of Texas

Please let us know if you have any questions.

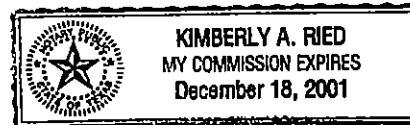
Regards,



James F. Duffy
Executive Vice President

JFD/kar

Attachments



ADDISON CIRCLE III

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) 866-6695

ATTN MIKE ROBBINS

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

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 78%

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

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT PRICE	UNIT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
BID PACKAGE "C" UTILITIES									
SCHEDULE III									
301	MOBILIZATION	LS	1	0	0	1 \$	7,000.00	\$ -	\$ 7,000.00
302	SUPERINTENDENT	LS	1	0.5	0.5	1 \$	3,000.00	\$ 1,500.00	\$ 3,000.00
303	18" CL-III RCP	LF	254	150	150	150 \$	54.00	\$ 8,100.00	\$ 8,100.00
304	21" CL-III RCP	LF	222	222	222	222 \$	57.00	\$ 12,654.00	\$ 12,654.00
305	24" CL-III RCP	LF	285	285	285	285 \$	62.00	\$ 17,670.00	\$ 17,670.00
306	27" CL-III RCP	LF	368	368	368	368 \$	67.00	\$ 24,522.00	\$ 24,522.00
307	39" CL-III RCP	LF	70	70	70	70 \$	104.00	\$ 7,280.00	\$ 7,280.00
308	REMDISPOSE EXIST INLET	EA	2	0	0	2 \$	550.00	\$ -	\$ 1,100.00
309	REMDISPOSE EXIST CONC PIPE	LF	114	0	0	114 \$	15.00	\$ -	\$ 1,710.00
310	6" MOD RECESSED CURB INLET	EA	1	0	0	0 \$	2,000.00	\$ -	\$ -
311	6" RECESSED CURB INLET (XTRA DEPTH)	EA	3	0	0	0 \$	2,200.00	\$ -	\$ -
312	10' MOD RECESSED CURB INLET	EA	1	0	0	0 \$	3,000.00	\$ -	\$ -
313	10' MOD RECESS INLET (EXTRA DEPTH)	EA	1	0	0	0 \$	3,300.00	\$ -	\$ -
314	5' X 5' TYPE "Y" INLET W/APRON	EA	1	0	0	0 \$	3,000.00	\$ -	\$ -
315	TYPE "A" STORM WATER MANHOLE	EA	2	0	0	0 \$	3,500.00	\$ -	\$ -
316	TYPE "B" STORM WATER MANHOLE	EA	1	0	0	0 \$	6,000.00	\$ -	\$ -
317	ADJ EXIST STORM MANHOLE	EA	1	0	0	0 \$	700.00	\$ -	\$ -
318	RCP 60 DEG FACTORY WYE CONN	EA	9	9	9	9 \$	300.00	\$ 2,700.00	\$ 2,700.00
319	24" RCP 45 DEG FACTORY BEND	EA	1	1	1	1 \$	245.00	\$ 245.00	\$ 245.00
320	PIPE TO PIPE CONNECTION	EA	1	1	1	1 \$	400.00	\$ 400.00	\$ 400.00
321	PRECAST CONC PLUG FOR RCP	EA	5	5	5	5 \$	100.00	\$ 500.00	\$ 500.00
322	INLET PROTECTION	EA	8	0	0	0 \$	250.00	\$ -	\$ -
323	SILT FENCE	LF	1520	0	0	0 \$	2.00	\$ -	\$ -
324	STABILIZED CONST ENTRANCE	SY	22	0	0	0 \$	18.00	\$ -	\$ -
325	TRENCH SAFETY DESIGN	LS	1	0	0	1 \$	500.00	\$ -	\$ 500.00
326	TRENCH SAFETY	LF	1197	1093	1093	1093 \$	1.00	\$ 1,093.00	\$ 1,093.00
327	2" PVC SCH-40 SLEEVE	LF	306	0	0	0 \$	4.00	\$ -	\$ -
328	3" PVC SCH-40 SLEEVE	LF	3108	0	0	0 \$	4.50	\$ -	\$ -
329	4" PVC SCH-40 SLEEVE	LF	512	0	0	0 \$	5.00	\$ -	\$ -
330	6" PVC SCH-40 SLEEVE	LF	194	0	0	0 \$	6.00	\$ -	\$ -
SCHEDULE IV									
401	8" SDR-35 PVC	LF	533	0	0	500 \$	37.00	\$ -	\$ 18,500.00
402	6" SDR-35 PVC LAT W/2-WAY C/O	EA	5	5	5	5 \$	1,500.00	\$ 7,500.00	\$ 7,500.00
403	5' DIA MANHOLE	EA	2	1	1	2 \$	4,100.00	\$ 4,100.00	\$ 8,200.00
404	PERFORM T.V. INSPECTION	LF	533	533	533	533 \$	1.00	\$ 533.00	\$ 533.00
405	CONNECT TO EXISTING MANHOLE	EA	1	0	0	1 \$	1,000.00	\$ -	\$ 1,000.00
406	TRENCH SAFETY	LF	703	203	203	703 \$	1.00	\$ 203.00	\$ 703.00
SCHEDULE V									
501	CONCRETE BLOCKING	CY	2.8	2.8	2.8	2.8 \$	250.00	\$ 700.00	\$ 700.00
502	D.I. FITTINGS (CL-250)	TON	1.1	1.1	1.1	1.1 \$	3,000.00	\$ 3,300.00	\$ 3,300.00
503	4" DR-18 CL-150 WATER PIPE	LF	16	16	16	16 \$	18.00	\$ 288.00	\$ 288.00
504	6" DR-18 CL-150 WATER PIPE	LF	80	80	80	80 \$	19.00	\$ 1,520.00	\$ 1,520.00
505	8" DR-18 CL-150 WATER PIPE	LF	1006	1006	1006	1006 \$	21.00	\$ 21,126.00	\$ 21,126.00
506	4" GATE VALVE/BOX	EA	3	3	3	3 \$	550.00	\$ 1,650.00	\$ 1,650.00
507	6" GATE VALVE/BOX	EA	6	6	6	6 \$	650.00	\$ 3,900.00	\$ 3,900.00
508	8" GATE VALVE/BOX	EA	5	5	5	5 \$	750.00	\$ 3,750.00	\$ 3,750.00
509	FIRE HYDRANT	EA	4	4	4	4 \$	1,400.00	\$ 5,600.00	\$ 5,600.00
510	CONNECT TO EXISTING MAIN	EA	2	2	2	2 \$	800.00	\$ 1,600.00	\$ 1,600.00
511	2" TYPE "K" COPPER SERVICE	EA	3	3	3	3 \$	1,200.00	\$ 3,600.00	\$ 3,600.00
512	4" DR-18 CL-150 SERVICE LINE	EA	2	2	2	2 \$	750.00	\$ 1,500.00	\$ 1,500.00

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

ATTN MIKE ROBBINS

JOB NAME: ADDISON CIRCLE PHASE II-B-PUBLIC INFRASTRUCTURE
 JOB NUMBER: 9814

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -

TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 76%

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

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT UNIT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
513	8" DR-18 CL-180 FIRE SERVICE LINE	EA	2	2	2	\$ 850.00	\$ 1,700.00	\$ 1,700.00
514	1 1/2" HERSEY MVR100 METER	EA	3	0	0	\$ 600.00	\$ -	\$ -
515	4" HERSEY MCT II COMPOUND METER	EA	2	0	0	\$ 5,500.00	\$ -	\$ -
516	6" HERSEY DDC-II DETECTOR CHECK	EA	2	0	0	\$ 5,000.00	\$ -	\$ -
517	1.5" FEBCO 805Y DBL CHECK	EA	3	0	0	\$ 280.00	\$ -	\$ -
618	#65-H 17" X 28" CONC BOX	EA	6	0	0	\$ 255.00	\$ -	\$ -
519	MV-480-801-5 CONC BOX W/BILCO LID	EA	4	0	0	\$ 4,400.00	\$ -	\$ -
520	TRENCH SAFETY	LF	732	732	732	\$ 1.00	\$ 732.00	\$ 732.00
521	PERFORM WATER TEST	LS	1	1	1	\$ 750.00	\$ 750.00	\$ 750.00
522	2000 PSI CONC ENCASEMENT	LF	20	20	20	\$ 40.00	\$ 800.00	\$ 800.00
SCHEDULE VII								
701	8E8 & 4E2 CONC ENCASE DUCT BANK	LF	273	0	273	\$ 123.00	\$ -	\$ 33,579.00
702	4E2 CONC ENCASE DUCT BANK	LF	51	0	51	\$ 74.00	\$ -	\$ 3,774.00
703	4E6 & 4E2 CONC ENCASE DUCT BANK	LF	47	0	47	\$ 107.00	\$ -	\$ 5,029.00
704	6E8 CONC ENCASE DUCT BANK	LF	408	0	408	\$ 100.00	\$ -	\$ 40,800.00
705	8E2 & 8E6 CONC ENCASE DUCT BANK	LF	168	0	168	\$ 142.00	\$ -	\$ 23,856.00
706	T.U.E 3-WAY MANHOLE	EA	2	0	2	\$ 14,670.00	\$ -	\$ 29,340.00
707	CONNECT TO EXIST SWITCHGEAR	EA	8	0	8	\$ 475.00	\$ -	\$ 3,800.00
708	8" DB PVC 90 DEG SWEEP 36"	EA	8	0	8	\$ 100.00	\$ -	\$ 800.00
709	3" PVC SCHEDULE 40	LF	1332	0	1332	\$ 6.50	\$ -	\$ 8,658.00
710	4" PVC SCHEDULE 40	LF	120	0	120	\$ 7.00	\$ -	\$ 840.00
711	SWITCH PAD	EA	1	0	1	\$ 2,000.00	\$ -	\$ 2,000.00
STORED MATERIALS								
1	6" DB120 PVC PIPE	LF	5020	0	0	\$ 1.67	\$ -	\$ -
2	2" DB120 PVC PIPE	LF	2820	0	0	\$ 0.28	\$ -	\$ -
3	6" PVC DB SWEEPS	EA	8	0	0	\$ 25.88	\$ -	\$ -
4	CARLON SPACERS	EA	1750	0	0	\$ 1.32	\$ -	\$ -

TOTAL WORK PERFORMED \$ 141,516.00 \$ 329,902.00
 LESS 5% RETAINAGE \$ 7,075.80 \$ 16,495.10

NET AMOUNT PAYABLE \$ 134,440.20 \$ 313,406.90

NET AMOUNT DUE ON PROJECT \$ 313,406.90
 LESS PREVIOUS RECEIVED TO DATE \$ 61,760.17

CURRENT AMOUNT DUE ON PROJECT \$ 251,626.73

AMOUNT UNPAID FROM PRIOR ESTIMATES \$ 127,186.53
 AMOUNT DUE FROM CURRENT ESTIMATE \$ 134,440.20

TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING INC. \$ 251,626.73

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

O.K.
M. Robbins
 \$ 134,440.20
 10/27/99

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

Town of Addison

Pay Application Request	X	City %	=	City's Amount
141,516.00		30.43%		43,063.32
Less: Retainage				
141,516.00		5.00%		<u>(7,075.80)</u>
Total Payment from City				<u>35,987.52</u>

Post Apartment Homes/Gaylord

Pay Application Request	X	Partnership %	=	Partnership Amount
141,516.00		69.57%		<u>98,452.68</u>
Total Payment to Contractor				<u>134,440.20</u>

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

COLUMBUS REALTY TRUST		CONSTRUCTION DEPT.	
CO. CODE:	MONTH:	VENDOR I.D:	
CONTRACT/P.O #:		JOB I.D:	
G/L ACCT #	JOB COST #	AMOUNT	
143901.20	70.19258		
TOTAL:		134,440.20	
SITE APPVL:			
PROJ MGR A: VL:		V.P. APPVL: <i>JH-15</i>	
ACCTG:		A/P:	

**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)
<u>Pay App. # 2</u>	<u>41</u>	<u>000</u>	<u>58210</u>	<u>95300</u>		<u>34,045.83</u>

TOTAL 34,045.83

EXPLANATION Addison Circle Phase II B
Public Infrastructure - Utilities

Mike S. ...
 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 §

AFFIDAVIT

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.

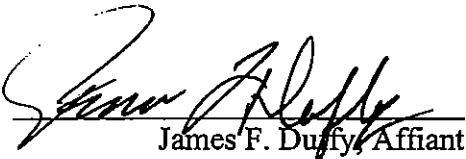
I am a duly authorized representative of Addison Circle Three, Ltd., a Texas limited partnership (the ‘Partnership’). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

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

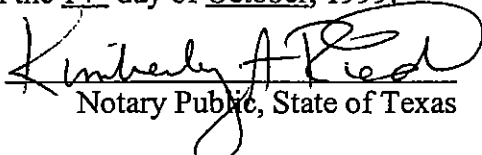
III' dated October 3, 1997 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase III (the 'Project'). The contractor for the project is North Texas Contracting, Inc. ('Contractor').

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

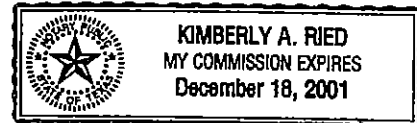
SWORN TO AND SUBSCRIBED BEFORE ME on the 14th day of October, 1999.


Notary Public, State of Texas

Please let us know if you have any questions.

Regards,


James F. Duffy
Executive Vice President



JFD/kar

Attachments

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

3

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

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 43%

PAY REQUEST #2
 FROM: SEPT 1 - SEPT 30, 1999

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT PRICE	UNIT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
BID PACKAGE "C" UTILITIES									
SCHEDULE III									
301	MOBILIZATION	LS	1	0.87 ✓	1	\$ 7,000.00	\$ 4,890.00	\$ 7,000.00	\$ 7,000.00
302	SUPERINTENDENT	LS	1	0.25 ✓	0	\$ 3,000.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00
303	18" CL-III RCP	LF	254	0	0	\$ 54.00	\$ -	\$ -	\$ -
304	21" CL-III RCP	LF	222	0	0	\$ 57.00	\$ -	\$ -	\$ -
305	24" CL-III RCP	LF	285	0	0	\$ 62.00	\$ -	\$ -	\$ -
306	27" CL-III RCP	LF	388	0	0	\$ 67.00	\$ -	\$ -	\$ -
307	36" CL-III RCP	LF	70	0	0	\$ 104.00	\$ -	\$ -	\$ -
308	REWDISPOSE EXIST INLET	EA	2	2 ✓	2	\$ 550.00	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00
309	REWDISPOSE EXIST CONC PIPE	LF	114	114 ✓	114	\$ 15.00	\$ 1,710.00	\$ 1,710.00	\$ 1,710.00
310	6" MOD RECESSED CURB INLET	EA	1	0	0	\$ 2,000.00	\$ -	\$ -	\$ -
311	6" RECESSED CURB INLET (XTRA DEPTH)	EA	3	0	0	\$ 2,200.00	\$ -	\$ -	\$ -
312	10" MOD RECESSED CURB INLET	EA	1	0	0	\$ 3,000.00	\$ -	\$ -	\$ -
313	10" MOD RECESS INLET (EXTRA DEPTH)	EA	1	0	0	\$ 3,300.00	\$ -	\$ -	\$ -
314	5' X 5' TYPE "Y" INLET W/APRON	EA	1	0	0	\$ 3,000.00	\$ -	\$ -	\$ -
315	TYPE "A" STORM WATER MANHOLE	EA	2	0	0	\$ 3,500.00	\$ -	\$ -	\$ -
316	TYPE "B" STORM WATER MANHOLE	EA	1	0	0	\$ 6,000.00	\$ -	\$ -	\$ -
317	ADJ EXIST STORM MANHOLE	EA	1	0	0	\$ 700.00	\$ -	\$ -	\$ -
318	RCP 60 DEG FACTORY WYE CONN	EA	9	0	0	\$ 300.00	\$ -	\$ -	\$ -
319	24" RCP 45 DEG FACTORY BEND	EA	1	0	0	\$ 245.00	\$ -	\$ -	\$ -
320	PIPE TO PIPE CONNECTION	EA	1	0	0	\$ 400.00	\$ -	\$ -	\$ -
321	PRECAST CONC PLUG FOR RCP	EA	5	0	0	\$ 100.00	\$ -	\$ -	\$ -
322	INLET PROTECTION	EA	8	0	0	\$ 250.00	\$ -	\$ -	\$ -
323	SILT FENCE	LF	1520	0	0	\$ 2.00	\$ -	\$ -	\$ -
324	STABILIZED CONST ENTRANCE	SY	22	0	0	\$ 18.00	\$ -	\$ -	\$ -
325	TRENCH SAFETY DESIGN	LS	1	0	1	\$ 500.00	\$ -	\$ -	\$ 500.00
326	TRENCH SAFETY	LF	1197	0	0	\$ 1.00	\$ -	\$ -	\$ -
327	2" PVC SHC-40 SLEEVE	LF	306	0	0	\$ 4.00	\$ -	\$ -	\$ -
328	3" PVC SCH-40 SLEEVE	LF	3108	0	0	\$ 4.50	\$ -	\$ -	\$ -
329	4" PVC SCH-40 SLEEVE	LF	512	0	0	\$ 5.00	\$ -	\$ -	\$ -
330	6" PVC SCH-40 SLEEVE	LF	194	0	0	\$ 6.00	\$ -	\$ -	\$ -
SCHEDULE IV									
401	6" SDR-35 PVC	LF	533	500 ✓	500	\$ 37.00	\$ 18,500.00	\$ 18,500.00	\$ 18,500.00
402	6" SDR-35 PVC LAT W/2-WAY C/O	EA	5	0	0	\$ 1,500.00	\$ -	\$ -	\$ -
403	5' DIA MANHOLE	EA	2	1 ✓	1	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00	\$ 4,100.00
404	PERFORM T.V. INSPECTION	LF	533	0	0	\$ 1.00	\$ -	\$ -	\$ -
405	CONNECT TO EXISTING MANHOLE	EA	1	1 ✓	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
406	TRENCH SAFETY	LF	703	500 ✓	500	\$ 1.00	\$ 500.00	\$ 500.00	\$ 500.00
SCHEDULE V									
501	CONCRETE BLOCKING	CY	2.8	0	0	\$ 250.00	\$ -	\$ -	\$ -
502	D.I. FITTINGS (CL-250)	TON	1.1	0	0	\$ 3,000.00	\$ -	\$ -	\$ -
503	4" DR-18 CL-150 WATER PIPE	LF	16	0	0	\$ 18.00	\$ -	\$ -	\$ -
504	6" DR-18 CL-150 WATER PIPE	LF	80	0	0	\$ 18.00	\$ -	\$ -	\$ -
505	8" DR-18 CL-150 WATER PIPE	LF	1008	0	0	\$ 21.00	\$ -	\$ -	\$ -
506	4" GATE VALVE/BOX	EA	3	0	0	\$ 550.00	\$ -	\$ -	\$ -
507	6" GATE VALVE/BOX	EA	6	0	0	\$ 850.00	\$ -	\$ -	\$ -
508	8" GATE VALVE/BOX	EA	5	0	0	\$ 750.00	\$ -	\$ -	\$ -
509	FIRE HYDRANT	EA	4	0	0	\$ 1,400.00	\$ -	\$ -	\$ -
510	CONNECT TO EXISTING MAIN	EA	2	0	0	\$ 800.00	\$ -	\$ -	\$ -
511	2" TYPE "K" COPPER SERVICE	EA	3	0	0	\$ 1,200.00	\$ -	\$ -	\$ -
512	4" DR-18 CL-150 SERVICE LINE	EA	2	0	0	\$ 750.00	\$ -	\$ -	\$ -

PAID 09/30/99

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

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

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 43%

PAY REQUEST #2
 FROM: SEPT 1 - SEPT 30, 1999

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
513	6" DR-18 CL-150 FIRE SERVICE LINE	EA	2	0	0	\$ 650.00	\$ -	\$ -
514	1 1/2" HERSEY MVR100 METER	EA	3	0	0	\$ 600.00	\$ -	\$ -
515	4" HERSEY MCT II COMPOUND METER	EA	2	0	0	\$ 5,500.00	\$ -	\$ -
516	6" HERSEY DDC-II DETECTOR CHECK	EA	2	0	0	\$ 5,000.00	\$ -	\$ -
517	1.5" FEBCO 805Y DBL CHECK	EA	3	0	0	\$ 280.00	\$ -	\$ -
518	#65-H 17" X 28" CONC BOX	EA	6	0	0	\$ 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	0	\$ 750.00	\$ -	\$ -
522	2000 PSI CONC ENCASEMENT	LF	20	0	0	\$ 40.00	\$ -	\$ -
SCHEDULE VII								
701	8E6 & 4E2 CONC ENCASE DUCT BANK	LF	273	273 ✓	273	\$ 123.00	\$ 33,579.00	\$ 33,579.00
702	4E2 CONC ENCASE DUCT BANK	LF	51	51 ✓	51	\$ 74.00	\$ 3,774.00	\$ 3,774.00
703	4E6 & 4E2 CONC ENCASE DUCT BANK	LF	47	47 ✓	47	\$ 107.00	\$ 5,029.00	\$ 5,029.00
704	8E6 CONC ENCASE DUCT BANK	LF	408	308 ✓	408	\$ 100.00	\$ 30,800.00	\$ 40,800.00
705	8E2 & 8E6 CONC ENCASE DUCT BANK	LF	168	168 ✓	168	\$ 142.00	\$ 23,856.00	\$ 23,856.00
706	T.U.E 3-WAY MANHOLE	EA	2	0	2	\$ 14,670.00	\$ -	\$ 28,340.00
707	CONNECT TO EXIST SWITCHGEAR	EA	8	8 ✓	8	\$ 475.00	\$ 3,800.00	\$ 3,800.00
708	6" DB PVC 90 DEG SWEEP 36"	EA	8	8 ✓	8	\$ 100.00	\$ 800.00	\$ 800.00
709	3" PVC SCHEDULE 40	LF	1332	1332 ✓	1332	\$ 6.50	\$ 8,658.00	\$ 8,658.00
710	4" PVC SCHEDULE 40	LF	120	120 ✓	120	\$ 7.00	\$ 840.00	\$ 840.00
711	SWITCH PAD	EA	1	1 ✓	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
STORED MATERIALS								
1	6" DB120 PVC PIPE	LF	5020	-5020 ✓	0	\$ 1.67	\$ (8,383.40)	\$ -
2	2" DB120 PVC PIPE	LF	2820	-2820 ✓	0	\$ 0.25	\$ (705.00)	\$ -
3	6" PVC DB SWEEPS	EA	8	-8 ✓	0	\$ 25.88	\$ (207.04)	\$ -
4	CARLON SPACERS	EA	1750	-1750 ✓	0	\$ 1.32	\$ (2,310.00)	\$ -

TOTAL WORK PERFORMED \$ 133,660.56 \$ 166,366.00 ✓
 LESS 5% RETAINAGE \$ 6,684.03 \$ 9,419.30 ✓
 NET AMOUNT PAYABLE **O.K.** \$ 127,186.53 \$ 178,966.70 ✓

NET AMOUNT DUE ON PROJECT \$ 178,966.70 ✓
 LESS PREVIOUS RECEIVED TO DATE \$ -

O.K. \$ 127,186.53 \$ 178,966.70 ✓

SUBMITTED PAY REQUEST #1 for this amount 8/31/99

O.K. M. Robbins 9/30/99

PLEASE SEND TO:

NORTH TEXAS CONTRACTING, INC.

CONSTRUCTION DEPT. CURRENT AMOUNT DUE ON PROJECT

VENDOR I.D.:

AMOUNT UNPAID FROM PRIOR ESTIMATES

AMOUNT DUE FROM CURRENT ESTIMATE

TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING, INC.

CONTRACT/P.O. #:	JOB I.D.:	AMOUNT UNPAID FROM PRIOR ESTIMATES	AMOUNT DUE FROM CURRENT ESTIMATE	TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING, INC.
GIL ACCT #	JOB COST #	AMOUNT	AMOUNT	
143901.20	70-192.58	127,186.53		\$ 178,966.70
TOTAL:		\$ 127,186.53		

BY APPVL:

CONTRACT MGR APPROVAL:

V.P. APPVL:

CTG:

A/P:

LL

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

Town of Addison

Pay Application Request	X	City %	=	City's Amount
133,880.56		30.43%		40,739.85
Less: Retainage				
133,880.56		5.00%		<u>(6,694.03)</u>
Total Payment from City				<u>34,045.83</u>

Post Apartment Homes/Gaylord

Pay Application Request	X	Partnership %	=	Partnership Amount
133,880.56		69.57%		<u>93,140.71</u>
Total Payment to Contractor				<u>127,186.53</u>

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 \$ 13,860.73

Vendor No. _____

Vendor Name

Addison Circle Three Ltd.

Address

5040 Addison Circle # 300

Address

Addison

Address

TX

Zip Code

75001

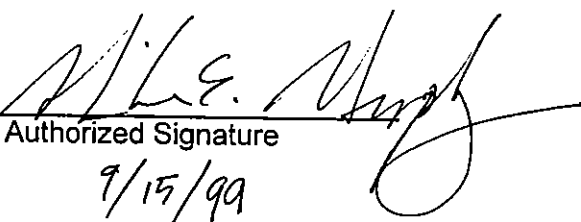
INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
Pay App # 1	41	000	58210	95300		13,860.73

TOTAL _____

EXPLANATION

Addison Circle Phase II B

Public Infrastructure - Utilities


Authorized Signature
9/15/99

Finance _____



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 §
 §
COUNTY OF DALLAS §

AFFIDAVIT

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.

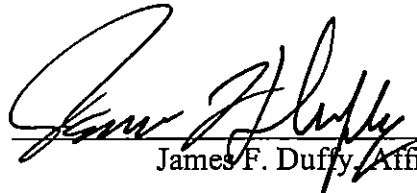
I am a duly authorized representative of Addison Circle Three, Ltd., a Texas limited partnership (the ‘Partnership’). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

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

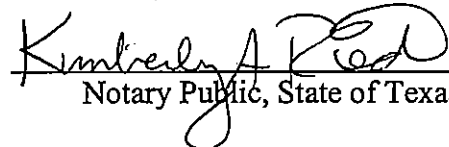
III' dated October 3, 1997 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase III (the 'Project'). The contractor for the project is North Texas Contracting, Inc. ('Contractor').

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

Please let us know if you have any questions.

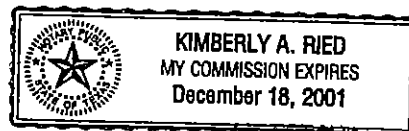
Regards,



James F. Duffy
Executive Vice President

JFD/kar

Attachments



ACT III

North Texas Contracting, Inc.
Monthly Pay Request
 AUGUST, 1999

#400098

RECEIVED
 AUG 31 1999
 BY: *M. Robbins*

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

PHASE 3

JOB NAME: ADDISON CIRCLE PHASE II-B-PUBLIC INFRASTRUCTURE
 JOB NUMBER: 9814

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 13%
 PAY REQUEST #.1
 FROM: AUG 1 - AUG 31, 1999

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT UNIT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
BID PACKAGE "C" UTILITIES								
SCHEDULE III								
301	MOBILIZATION	LS	1	0.33	0.33	\$ 7,000.00	\$ 2,310.00	\$ 2,310.00
302	SUPERINTENDENT	LS	1	0.25	0.25	\$ 3,000.00	\$ 750.00	\$ 750.00
303	18" CL-III RCP	LF	254	0	0	\$ 54.00	\$ -	\$ -
304	21" CL-III RCP	LF	222	0	0	\$ 57.00	\$ -	\$ -
305	24" CL-III RCP	LF	285	0	0	\$ 62.00	\$ -	\$ -
306	27" CL-III RCP	LF	368	0	0	\$ 67.00	\$ -	\$ -
307	39" CL-III RCP	LF	70	0	0	\$ 104.00	\$ -	\$ -
308	REWDISPOSE EXIST INLET	EA	2	0	0	\$ 550.00	\$ -	\$ -
309	REWDISPOSE EXIST CONC PIPE	LF	114	0	0	\$ 15.00	\$ -	\$ -
310	6' MOD RECESSED CURB INLET	EA	1	0	0	\$ 2,000.00	\$ -	\$ -
311	6' RECESSED CURB INLET (XTRA DEPTH)	EA	3	0	0	\$ 2,200.00	\$ -	\$ -
312	10' MOD RECESSED CURB INLET	EA	1	0	0	\$ 3,000.00	\$ -	\$ -
313	10' MOD RECESS INLET (EXTRA DEPTH)	EA	1	0	0	\$ 3,300.00	\$ -	\$ -
314	5' X 5' TYPE "Y" INLET W/APRON	EA	1	0	0	\$ 3,000.00	\$ -	\$ -
315	TYPE "A" STORM WATER MANHOLE	EA	2	0	0	\$ 3,500.00	\$ -	\$ -
316	TYPE "B" STORM WATER MANHOLE	EA	1	0	0	\$ 6,000.00	\$ -	\$ -
317	ADJ EXIST STORM MANHOLE	EA	1	0	0	\$ 700.00	\$ -	\$ -
318	RCP 60 DEG FACTORY WYE CONN	EA	9	0	0	\$ 300.00	\$ -	\$ -
319	24" RCP 45 DEG FACTORY BEND	EA	1	0	0	\$ 245.00	\$ -	\$ -
320	PIPE TO PIPE CONNECTION	EA	1	0	0	\$ 400.00	\$ -	\$ -
321	PRECAST CONC PLUG FOR RCP	EA	5	0	0	\$ 100.00	\$ -	\$ -
322	INLET PROTECTION	EA	8	0	0	\$ 250.00	\$ -	\$ -
323	SILT FENCE	LF	1520	0	0	\$ 2.00	\$ -	\$ -
324	STABILIZED CONST ENTRANCE	SY	22	0	0	\$ 18.00	\$ -	\$ -
325	TRENCH SAFETY DESIGN	LS	1	1	1	\$ 500.00	\$ 500.00	\$ 500.00
326	TRENCH SAFETY	LF	1197	0	0	\$ 1.00	\$ -	\$ -
327	2" PVC SCH-40 SLEEVE	LF	306	0	0	\$ 4.00	\$ -	\$ -
328	3" PVC SCH-40 SLEEVE	LF	3108	0	0	\$ 4.50	\$ -	\$ -
329	4" PVC SCH-40 SLEEVE	LF	512	0	0	\$ 5.00	\$ -	\$ -
330	6" PVC SCH-40 SLEEVE	LF	194	0	0	\$ 6.00	\$ -	\$ -
SCHEDULE IV								
401	8" SDR-35 PVC	LF	533	0	0	\$ 37.00	\$ -	\$ -
402	6" SDR-35 PVC LAT W/2-WAY C/O	EA	5	0	0	\$ 1,500.00	\$ -	\$ -
403	5' DIA MANHOLE	EA	2	0	0	\$ 4,100.00	\$ -	\$ -
404	PERFORM T.V. INSPECTION	LF	533	0	0	\$ 1.00	\$ -	\$ -
405	CONNECT TO EXISTING MANHOLE	EA	1	0	0	\$ 1,000.00	\$ -	\$ -
406	TRENCH SAFETY	LF	703	0	0	\$ 1.00	\$ -	\$ -
SCHEDULE V								
501	CONCRETE BLOCKING	CY	2.8	0	0	\$ 250.00	\$ -	\$ -
502	D.I. FITTINGS (CL-250)	TON	1.1	0	0	\$ 3,000.00	\$ -	\$ -
503	4" DR-18 CL-150 WATER PIPE	LF	18	0	0	\$ 18.00	\$ -	\$ -
504	6" DR-18 CL-150 WATER PIPE	LF	80	0	0	\$ 19.00	\$ -	\$ -
505	8" DR-18 CL-150 WATER PIPE	LF	1006	0	0	\$ 21.00	\$ -	\$ -
506	4" GATE VALVE/BOX	EA	3	0	0	\$ 650.00	\$ -	\$ -
507	6" GATE VALVE/BOX	EA	6	0	0	\$ 650.00	\$ -	\$ -
508	8" GATE VALVE/BOX	EA	5	0	0	\$ 750.00	\$ -	\$ -
509	FIRE HYDRANT	EA	4	0	0	\$ 1,400.00	\$ -	\$ -
510	CONNECT TO EXISTING MAIN	EA	2	0	0	\$ 800.00	\$ -	\$ -
511	2" TYPE "K" COPPER SERVICE	EA	3	0	0	\$ 1,200.00	\$ -	\$ -
512	4" DR-18 CL-150 SERVICE LINE	EA	2	0	0	\$ 750.00	\$ -	\$ -

North Texas Contracting, Inc.
Monthly Pay Request
 AUGUST, 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

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

CONTRACT AMOUNT \$ 435,583.00
 CHANGE ORDERS \$ -
 TOTAL CONTRACT \$ 435,583.00
 PERCENTAGE COMPLETE 13%
 PAY REQUEST # 1
 FROM: AUG 1 - AUG 31, 1999

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	MONTHLY WORK ON CONTRACT	TOTAL WORK ON CONTRACT	CONTRACT UNIT PRICE	MONTHLY AMOUNT	TOTAL AMOUNT
513	6" DR-18 CL-150 FIRE SERVICE LINE	EA	2	0	0	\$ 850.00	\$ -	\$ -
514	1 1/2" HERSEY MVR100 METER	EA	3	0	0	\$ 600.00	\$ -	\$ -
515	4" HERSEY MCT II COMPOUND METER	EA	2	0	0	\$ 5,500.00	\$ -	\$ -
516	6" HERSEY DOC-II DETECTOR CHECK	EA	2	0	0	\$ 5,000.00	\$ -	\$ -
517	1.5" FEBCO 805Y DBL CHECK	EA	3	0	0	\$ 280.00	\$ -	\$ -
518	#85-H 17" X 28" CONC BOX	EA	8	0	0	\$ 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	0	\$ 750.00	\$ -	\$ -
522	2000 PSI CONC ENCASEMENT	LF	20	0	0	\$ 40.00	\$ -	\$ -
SCHEDULE VII								
701	6E6 & 4E2 CONC ENCASE DUCT BANK	LF	273	0	0	\$ 123.00	\$ -	\$ -
702	4E2 CONC ENCASE DUCT BANK	LF	51	0	0	\$ 74.00	\$ -	\$ -
703	4E6 & 4E2 CONC ENCASE DUCT BANK	LF	47	0	0	\$ 107.00	\$ -	\$ -
704	6E6 CONC ENCASE DUCT BANK	LF	408	100	100	\$ 100.00	\$ 10,000.00	\$ 10,000.00
705	6E2 & 8E6 CONC ENCASE DUCT BANK	LF	168	0	0	\$ 142.00	\$ -	\$ -
706	T.U.E 3-WAY MANHOLE	EA	2	2	2	\$ 14,670.00	\$ 28,340.00	\$ 28,340.00
707	CONNECT TO EXIST SWITCHGEAR	EA	8	0	0	\$ 476.00	\$ -	\$ -
708	6" DB PVC 90 DEG SWEEP 36"	EA	8	0	0	\$ 100.00	\$ -	\$ -
709	3" PVC SCHEDULE 40	LF	1332	0	0	\$ 6.50	\$ -	\$ -
710	4" PVC SCHEDULE 40	LF	120	0	0	\$ 7.00	\$ -	\$ -
711	SWITCH PAD	EA	1	0	0	\$ 2,000.00	\$ -	\$ -
STORED MATERIALS								
1	6" DB120 PVC PIPE	LF	5020	5020	5020	\$ 1.67	\$ 8,383.40	\$ 8,383.40
2	2" DB120 PVC PIPE	LF	2820	2820	2820	\$ 0.25	\$ 705.00	\$ 705.00
3	6" PVC DB SWEEPS	EA	8	8	8	\$ 25.88	\$ 207.04	\$ 207.04
4	CARLON SPACERS	EA	1750	1750	1750	\$ 1.32	\$ 2,310.00	\$ 2,310.00

TOTAL WORK PERFORMED \$ 54,505.44 \$ 54,505.44
 LESS 5% RETAINAGE \$ 2,725.27 \$ 2,725.27

NET AMOUNT PAYABLE \$ 51,780.17 \$ 51,780.17

NET AMOUNT DUE ON PROJECT \$ 51,780.17
 LESS PREVIOUS RECEIVED TO DATE \$ -

PLEASE SEND TO:

NORTH TEXAS CONTRACTING, INC.

COLUMBUS REAL ESTATE TRUST		CONSTRUCTION DEPT	
CO. CODE: KELLER TEXAS 76244	MONTH:	VENDOR I.D:	
CONTRACT/P.O #:	JOB I.D:	AMOUNT UNPAID FROM PRIOR ESTIMATES	
G/L ACCT #	JOB COST #	AMOUNT DUE FROM CURRENT ESTIMATE	
TOTAL:		TOTAL AMOUNT DUE NORTH TEXAS CONTRACTING INC.	
SITE APPVL: <i>SS</i>		OK. <i>M. J. Roblin</i> 8/31/99	
PROJ MGR A/C: <i>9910</i>	V.P. APPVL:	A/P:	
ACCTG:			

CURRENT AMOUNT DUE ON PROJECT \$ 51,780.17

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

Town of Addison

Pay Application Request	X	City %	=	City's Amount
54,505.44		30.43%		16,586.01
Less: Retainage				
54,505.44		5.00%		<u>(2,725.27)</u>
Total Payment from City				<u>13,860.73</u>

Post Apartment Homes/Gaylord

Pay Application Request	X	Partnership %	=	Partnership Amount
54,505.44		69.57%		<u>37,919.43</u>
Total Payment to Contractor				<u>51,780.17</u>

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



PUBLIC WORKS DEPARTMENT
Post Office Box 9010 Addison, Texas 75001-9010

(972) 450-2871

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:

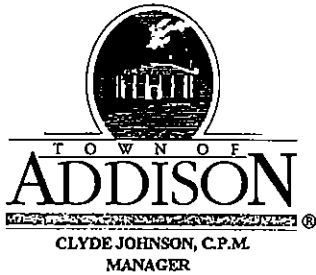
Please accept this letter for "Notice to Proceed" as the formal date for work to begin on the referenced project. The begin date is established as August 2, 1999, and shall follow accordingly with the schedules in the bid documents. Please call me at 972/450-2878 if you have any questions, or need additional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

COPY



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,

Clyde Johnson

Enclosures

Copy: John Baumgartner
Mike Murphy

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 29th 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

ATTEST:

(OWNER)

By:

R. White

City Manager

C. Moran

City Secretary

NORTH TEXAS CONTRACTING, INC.

ATTEST:

(CONTRACTOR)

By:

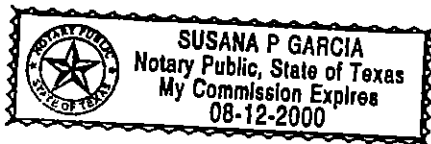
Dennis Bailey Vice President

By:

Susana P. Garcia

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

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



Signed:

Susana P. Garcia

Corporate Seal

Bond No. PRF8164546

SECTION PrB
PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: June 30, 1999

PRINCIPAL: 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)-----

DATE OF CONTRACT: June 29, 1999

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

North Texas Contracting, Inc.

CONTRACTOR

By: Dennis Bailey Vice President

Address: 4999 Keller Haslett, Keller, TX 76244

WITNESS

Suzana P. Garcia

SEAL

Colonial American Casualty and Surety Company

SURETY

By: Shelia M. Young

Shelia M. Young, Attorney-in-Fact

Address: 12222 Merit Drive, Dallas, TX 75251

ATTEST:

Witness:

Opriana Bryant

Title: _____

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that _____, who signed the said bond on behalf of the PRINCIPAL, is the _____ 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)

**SECTION PyB
PAYMENT BOND**

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: June 30, 1999

PRINCIPAL: 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)-----

DATE OF CONTRACT: June 29, 1999

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

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

SEAL

North Texas Contracting, Inc.
CONTRACTOR

By: Donna Bailey Vice President

Address: 4999 Keller Haslett, Keller, TX 76244

WITNESS Suzana P. Garcia

SEAL

Colonial American Casualty and Surety Company
SURETY

By: Shelia M. Young

Shelia M. Young, Attorney-in-Fact

Address: 12222 Merit Drive, Dallas, TX 75251

~~XAKKSK~~

Witness:

Jawana Bryant

Title: _____

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that _____, who signed the said bond on behalf of the PRINCIPAL, is the _____ of 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)

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 Maryland 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 Four Hundred Thirty-Five Thousand Five Hundred Eighty-Three and No/100---

_____ (\$ 435,583.00---) for the payment of which sum will and truly to be made unto said Town of Addison and its successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

North Texas Contracting, Inc.

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

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

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

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

IN WITNESS WHEREOF, the said North Texas Contracting, Inc. has caused these presents to be executed by _____ and the said _____ has hereunto set his hand this the 30th day of June, 1999.

SURETY

Colonial American Casualty
and Surety Company

By: Shelia M. Young
Attorney in Fact
Shelia M. Young

By: _____
Surety

Dodson-Bateman & Company
8350 Meadow Rd., Dallas, TX 75231
Agency and Address

PRINCIPAL

North Texas Contracting, Inc.

By: Donna Bailey Vice President

ATTEST

Secretary

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

DUAL OBLIGEE RIDER

BOND NO. PRF8164546

WHEREAS, on or about the 29th day of June 1999

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, Inc. as Co-obligee shall be added to said Bond as a named obligee.
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 aforementioned Co-obligee shall be afforded written notice from the Surety and reasonable opportunity to cure 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 solely 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, 1999

Town of Addison

OWNER

By: _____

North Texas Contracting, Inc.

CONTRACTOR

By: Dennis Bailey Vice President

Colonial American Casualty and Surety Company

SURETY

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

DUAL OBLIGEE RIDER

BOND NO. PRF8164546

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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, Inc. as Co-obligee shall be added to said Bond as a named obligee.
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 aforementioned Co-obligee shall be afforded written notice from the Surety and reasonable opportunity to cure 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 solely 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 1999

Town of Addison

OWNER

By _____

North Texas Contracting, Inc.

CONTRACTOR

By Dennis Bailey Vice President

Colonial American Casualty and Surety Company

SURETY

By Shelia M. Young
Shelia 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 forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Derrell C. Dodson, Sam J. Mullis, Jr., Elnora Cruthis, Douglas Moore, Dee Stone, Luke J. Nolan, Jr., 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 bonds and undertakings EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians**; and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the 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 Stone, 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 FIDELITY 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 COMPANY OF MARYLAND**



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

By: *W. B. Walbrecher*
 W. B. Walbrecher Vice-President

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



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

By: *W. B. Walbrecher*
 W. B. Walbrecher Vice-President

State of Maryland }
 County of Baltimore } ss:

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 depose 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.



Carol J. Fader
 Carol J. Fader Notary Public
 My Commission Expires: August 1, 2000

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

Cert. # 2297

364

6/29/99



Dodson-Bateman

& COMPANY

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

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 LETTER	A	American Casualty Co. of Reading, PA
COMPANY LETTER	B	National Fire Ins. Of Hartford
COMPANY LETTER	C	National Union Fire Ins. Co.
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

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

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	C01075534557	2/18/99	2/18/00	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ 1,000,000
	OWNERS & CONTRACTORS' PROT.				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Per Project Aggregate Applies				FIRE DAMAGE (Any one fire)	\$ 50,000
	Form CG2503				MED. EXPENSE (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY	BUA1075534543	2/18/99	2/18/00	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
<input type="checkbox"/> GARAGE LIABILITY						
C	EXCESS LIABILITY	BE7012630	2/18/99	2/18/00	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
B	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC1079197933	2/18/99	2/18/00	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$ 500,000
					DISEASE-POLICY LIMIT	\$ 500,000
					DISEASE-EACH EMPLOYEE	\$ 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

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

Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7090
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

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

Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7090
P.O. Box 9010 Addison, Texas 75001

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Gibson and Associates, Inc.
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Sincerely yours,

Enclosures

Copy: John Baumgartner
Mike Murphy

Michael Murphy

From: Clyde Johnson
Sent: Tuesday, July 06, 1999 10:29 AM
To: Michael Murphy
Subject: 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
Purchasing
72-450-7090

Michael Murphy

From: Michael Murphy
Sent: Wednesday, July 07, 1999 8:20 AM
To: Clyde Johnson
Subject: RE: Addison Circle IIB

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

1. The contractors would like to stagger when each received their "Notice to Proceed" Gibson will receive their Paving Notice first, North Texas will receive their Utility Infrastructure Notice second and Gibson will receive their Landscaping Notice third. (If you have a question on when to issue North Texas - Utility Infrastructure and Gibson Landscaping contact David Meyers.)
2. 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.

Mike

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

-----Original Message-----
From: Clyde Johnson
Sent: Tuesday, July 06, 1999 10:29 AM
To: Michael Murphy
Subject: Addison Circle IIB

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Clyde Johnson
Purchasing
972-450-7090

**TOWN OF
ADDISON**

PUBLIC WORKS

To: MIKE ROBINS

From: MIKE MURPHY

Company: POST PROPERTIES

Phone: 972/450- 2878

FAX: 972/450-2837

FAX #: 972-866-6695

Date: 7/9/99

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

of pages (including cover): 2

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

Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7090
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



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

Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7090
P.O. Box 9010 Addison, Texas 75001

TAMMY FRANKS
ASSISTANT

July 6, 1999

Mr. A.J. Johnston
Executive Vice President
Gibson and Associates, Inc.
P.O. Box 800579
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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 30TH 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 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: *Ron Withers*
City Manager

C. MORAN
City Secretary

GIBSON AND ASSOCIATES, INC.

ATTEST:

(CONTRACTOR)

By: *[Signature]*

By: *Sheri Capper*

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

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

Signed: *Patricia M. Gibson* CEO

Corporate Seal

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

SECTION PrB
PERFORMANCE BOND

STATE OF TEXAS

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, 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

[Handwritten Signature]

WITNESS

[Handwritten Signature]

Gibson & Associates, Inc.

CONTRACTOR

By:

[Handwritten Signature]

Address:

P.O. Box 800579
Balch Springs, TX 75180-0579

SEAL

ATTEST:

[Handwritten Signature]

Federal Insurance Company

SURETY

By:

[Handwritten Signature]

Carla J. Ball, Attorney-in-fact

Address:

1445 Ross Avenue #4200.
Dallas, TX 75202

Title: Witness

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Patricia M. Gibson, 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 Exec 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.

[Handwritten Signature]

(Corporate Seal)

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

SECTION PyB
PAYMENT BOND

STATE OF TEXAS

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, firmly by these presents.

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

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

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

SEAL

Gibson & Associates, Inc.

CONTRACTOR

By: [Signature]

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

WITNESS

[Signature]
[Signature]

SEAL

Federal Insurance Company

SURETY

By: [Signature]

Carla J. Ball, Attorney-in-fact

Address: 1445 Ross Avenue #4200
Dallas, TX 75202

ATTEST:

[Signature]

Title: Witness

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Patricia M. Gibson, 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 Exec VP of 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.

[Signature]

(Corporate Seal)

SECTION MB
MAINTENANCE BOND

STATE OF TEXAS

COUNTY OF DALLAS

That Gibson & Associates, Inc. as principal and Federal Insurance Company
_____, a corporation organized under the laws of Indiana and *****
_____ as sureties, said sureties being authorized to do business in the State of Texas, do hereby
expressly acknowledge themselves to be held and bound to pay unto the Town of Addison, Texas, a
duly incorporated home rule municipal corporation under the laws of the State of Texas, the sum of
Three Hundred Thirty Three Thousand Three Hundred Seventy Three and

87/100

_____ (\$ 333,373.87) for the
payment of which sum will and truly to be made unto said Town of Addison and its successors, said
principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

Gibson & Associates, Inc.

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

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

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

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

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

SURETY

Federal Insurance Company

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

PRINCIPAL

Gibson & Associates, Inc.

By: Patricia M. Tolson

ATTEST

By: Wanda Bonnett
Surety Witness

Asst Secretary

Aon Risk Services of Texas, Inc.

2711 N. Haskell Avenue #800, Dallas, TX 75204

Agency and Address

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



**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

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

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Carla J. Ball, Kelly A. Knisel, Jerry P. Rose, Don E. Cornell, Robbi Morales, Janice G. Correy and Kathleen Day** of Dallas, Texas-----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 4th day of May, 1999

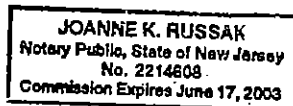
Kenneth C. Wendel, Assistant Secretary

Gerardo G. Mauriz, Vice President

STATE OF NEW JERSEY }
County of Somerset } ss.

On this 4th day of May, 1999, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Gerardo G. Mauriz, and knows him to be Vice President of said Companies; and that the signature of Gerardo G. Mauriz, subscribed to said Power of Attorney is in the genuine handwriting of Gerardo G. Mauriz, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Notary Public

CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this 30th day of June, 1999



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 30th 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.

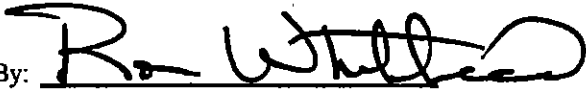
The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 240 to 360 calendar days (depending on the section) after he commences work, subject to such extensions of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

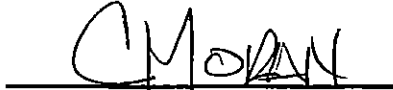
The OWNER agrees to pay the CONTRACTOR Six Hundred and twenty-seven thousand and eight hundred and ninety-three and 54/100 dollars (\$627,893.54) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in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

ATTEST:


By: 
City Manager


City Secretary

GIBSON AND ASSOCIATES, INC.
(CONTRACTOR)

ATTEST:

By: 

By: 

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

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

Signed: 

Corporate Seal

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

SECTION PrB
PERFORMANCE BOND

STATE OF TEXAS

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: _____

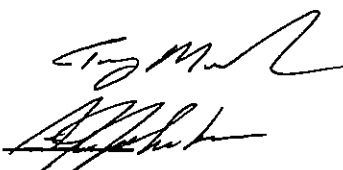
KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held firmly bound unto Town of Addison hereinafter called the OWNER, in the penal sum of the amount stated above, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators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

Gibson & Associates, Inc.

CONTRACTOR

By: 

Address: P.O. Box 800579
Baich Springs, TX 75180-0579


SEAL

ATTEST:



Federal Insurance Company

SURETY

By: 

Carla J. Ball, Attorney-in-fact

Address: 1445 Ross Avenue #4200
Dallas, TX 75202

Title: Witness

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Patricia M. Gibson, 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 Exec 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

STATE OF TEXAS

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 and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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

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

SEAL

[Handwritten signature]

WITNESS *[Handwritten signature]*

Gibson & Associates, Inc.

CONTRACTOR

By: *[Handwritten signature]*

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

SEAL

ATTEST:

[Handwritten signature]

Federal Insurance Company

SURETY

By: *[Handwritten signature]*

Carla J. Ball, Attorney-in-fact

Address: 1445 Ross Avenue #4200
Dallas, TX 75202

Title: Witness

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Patricia M. Gibson, 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 Exec VP of 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.

[Handwritten signature]

(Corporate Seal)

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

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

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

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

SURETY

Federal Insurance Company

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

By: Wise B. Bannard
Surety Witness

Aon Risk Services of Texas, Inc.

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

PRINCIPAL

Gibson & Associates, Inc.
By: Patricia M. Gibson

ATTEST

Asst Secretary

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

RIDER

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

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

as Surety, in favor of Town of Addison

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

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

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

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

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

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

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

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

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

Gibson & Associates, Inc.
(Principal)

BY: Patricia E. Fisher

Consented To:

Town of Addison
(Original Obligee(s))

FEDERAL INSURANCE COMPANY

BY: _____

BY: Carla J. Ball
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

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Carla J. Ball, Kelly A. Knisel, Jerry P. Rose, Don E. Cornell, Robbi Morales, Janice G. Correy and Kathleen Day of Dallas, Texas

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 4th day of May, 1999

Kenneth C. Wendel, Assistant Secretary

Gerardo G. Mauriz, Vice President

STATE OF NEW JERSEY } ss. County of Somerset

On this 4th day of May, 1999, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Gerardo G. Mauriz, and knows him to be Vice President of said Companies; and that the signature of Gerardo G. Mauriz, subscribed to said Power of Attorney is in the genuine handwriting of Gerardo G. Mauriz, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



JOANNE K. RUSSAK, Notary Public, State of New Jersey, No. 2214608, Commission Expires June 17, 2003

Joanne K. Russak, Notary Public

CERTIFICATION

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

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

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

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

Given under my hand and seals of said Companies at Warren, NJ this 30th day of June, 1999



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

06/29/1999

PRODUCER
 Allied N. America Corp. of TX
 12770 Coit Rd #750
 Dallas, TX 75251
 (972) 455-1400

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
- COMPANY B TX Workers' Comp Ins Fund
- COMPANY C
- COMPANY D

INSURED
 Gibson & Associates, Inc.
 P. O. Box 800579
 Balch Springs, Texas 75180

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	KK09100896	06/30/99	06/30/00	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/CP AGG \$ 1,000,000 PERSONAL & ADY INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	KK09100896-1	06/30/99	06/30/00	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	KK09100896	06/30/99	06/30/00	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	TSF0010030103	04/15/99	04/15/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E. EACH ACCIDENT \$ 500,000 E. DISEASE - POLICY LIMIT \$ 500,000 E. DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project(s): Addison Circle Phase IIB
 Public Infrastructure Paving and Streetscaping

CERTIFICATE HOLDER

Town of Addison / Gaylord
 Properties, Inc. / Post Properties
 P. O. Box 9010
 Addison Texas 75001 Inc.

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

Scott Stagner



FINANCE DEPARTMENT/PURCHASING DIVISION
E-mail purchasing@ci.addison.tx.us Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7090
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,

Clyde Johnson

Enclosures

Copy: John Baumgartner

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.

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

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____
City Manager

City Secretary

NORTH TEXAS CONTRACTING, INC.
(CONTRACTOR)

ATTEST:

By: _____

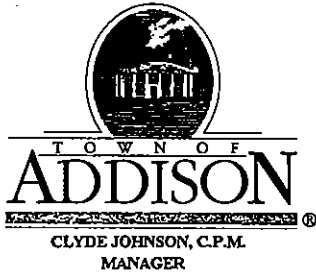
By: _____

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

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

Signed: _____

Corporate Seal



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

Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7090
P.O. Box 9010 Addison, Texas 75001

TAMMY FRANKS
ASSISTANT

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

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.

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

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____
City Manager

City Secretary

GIBSON AND ASSOCIATES, INC.
(CONTRACTOR)

ATTEST:

By: _____

By: _____

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

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

Signed: _____

Corporate Seal

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.

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

TOWN OF ADDISON
(OWNER)

ATTEST:

By: _____
City Manager

City Secretary

GIBSON AND ASSOCIATES, INC.
(CONTRACTOR)

ATTEST:

By: _____

By: _____

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

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

Signed: _____

Corporate Seal

PROJECT: ADDISON CIRCLE PHASE IIB CLIENT: TOWN OF ADDISON		BID TABULATION SUMMARY							ESTIM. BY: HUIITT-ZOLLARS, INC. JOB NO. 01-1822-21 DATE: 6/10/99	
ITEM DESCRIPTION	TRI-DAL LTD	VALLEY CREST	NORTH TEXAS CONTRACTING	GIBSON & ASSOCIATES	POST PROPERTIES	AVERAGE BID	ENGINEER'S OPINION OF PROBABLE COST			
BID PACKAGE 'A'										
SCHEDULE I - PAVING IMPROVEMENTS	NO BID	NO BID	\$339,346.00	\$333,373.87	NO BID	\$336,359.94	\$277,353.79			
PACKAGE 'A' TOTAL	NO BID	NO BID	\$339,346.00	\$333,373.87	NO BID	\$336,359.94	\$277,353.79			
BID PACKAGE 'B'										
SCHEDULE II - STREETSCAPE IMPROVEMENTS	\$540,934.46	\$678,196.13	NO BID	\$524,468.81	NO BID	\$581,199.80	\$482,880.45			
SCHEDULE VI - ELECTRICAL IMPROVEMENTS (STREETSCAPE)	\$130,499.50	\$103,426.70	NO BID	\$103,424.73	NO BID	\$112,450.31	\$103,211.46			
PACKAGE 'B' TOTAL	\$671,433.96	\$781,622.83	NO BID	\$627,893.54	NO BID	\$693,650.11	\$596,091.91			
BID PACKAGE 'C'										
SCHEDULE III - STORM WATER IMPROVEMENTS	NO BID	NO BID	\$150,164.00	NO BID	NO BID	\$150,164.00	\$153,278.03			
SCHEDULE IV - WASTEWATER IMPROVEMENTS	NO BID	NO BID	\$37,657.00	NO BID	NO BID	\$37,657.00	\$4,533.73			
SCHEDULE V - WATER IMPROVEMENTS	NO BID	NO BID	\$95,286.00	NO BID	NO BID	\$95,286.00	\$98,493.12			
SCHEDULE VII - ELECTRICAL IMPROVEMENTS (DUCT SYSTEM)	NO BID	NO BID	\$152,476.00	NO BID	NO BID	\$152,476.00	\$121,010.78			
PACKAGE 'C' TOTAL	NO BID	NO BID	\$435,583.00	NO BID	NO BID	\$435,583.00	\$407,315.66			
BID PACKAGE 'D'										
SCHEDULE I - PAVING IMPROVEMENTS	NO BID	NO BID	\$320,872.00	NO BID	\$408,565.80	\$364,718.90	\$277,353.79			
SCHEDULE II - STREETSCAPE IMPROVEMENTS	NO BID	NO BID	\$566,569.50	NO BID	\$557,912.81	\$563,366.16	\$489,858.24			
SCHEDULE III - STORM WATER IMPROVEMENTS	NO BID	NO BID	\$138,531.70	NO BID	\$133,649.84	\$136,090.77	\$153,278.03			
SCHEDULE IV - WASTEWATER IMPROVEMENTS	NO BID	NO BID	\$63,858.00	NO BID	\$34,423.69	\$34,140.85	\$34,611.06			
SCHEDULE V - WATER IMPROVEMENTS	NO BID	NO BID	\$85,131.00	NO BID	\$103,221.19	\$94,176.09	\$98,493.12			
SCHEDULE VI - ELECTRICAL IMPROVEMENTS (STREETSCAPE)	NO BID	NO BID	\$175,395.00	NO BID	\$201,414.39	\$188,821.76	\$103,211.46			
SCHEDULE VII - ELECTRICAL IMPROVEMENTS (DUCT SYSTEM)	NO BID	NO BID	\$133,404.00	NO BID	\$184,239.51	\$188,404.70	\$121,010.78			
PACKAGE 'D' TOTAL	NO BID	NO BID	\$1,453,761.20	NO BID	\$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'

LOW BID PACKAGE 'A' = GIBSON & ASSOCIATES \$333,373.87

LOW BID PACKAGE 'B' = GIBSON & ASSOCIATES \$627,893.54

LOW BID PACKAGE 'C' = NORTH TEXAS CONTRACTING \$435,583.00

\$1,396,850.41

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

BID TABULATION - PACKAGE 'A'

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1822-50
DATE: 6/10/99

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRI-DAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE		
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE
SCHEDULE I - PAVING IMPROVEMENTS																		
101	MOBILIZATION	LS	1		\$0.00		\$0.00	\$60,000.00	\$25,475.00	\$25,475.00	\$0.00	\$0.00	\$42,737.50	\$42,737.50	\$7,761.63	\$7,761.63	\$7,761.63	\$7,761.63
102	SUPERINTENDENT	LS	1		\$0.00		\$0.00	\$40,000.00	\$23,100.00	\$23,100.00	\$0.00	\$0.00	\$31,550.00	\$31,550.00	\$7,761.63	\$7,761.63	\$7,761.63	\$7,761.63
103	FULL DEPTH SAWCUT EXIST. CONCRETE	LF	84		\$0.00		\$0.00	\$552.00	\$2.50	\$210.00	\$0.00	\$0.00	\$2.75	\$231.00	\$2.40	\$201.60	\$2.40	\$201.60
104	REAR. & DISPOSE OF EXIST. CONC. PAVEMENT INCLUDING CURB	SY	459		\$0.00		\$0.00	\$5,508.00	\$16.50	\$7,573.50	\$0.00	\$0.00	\$14.25	\$6,540.75	\$6.60	\$3,029.40	\$6.60	\$3,029.40
105	8" FLEX BASE TYPE A, GRADE 2	CY	56		\$0.00		\$0.00	\$1,120.00	\$40.00	\$2,240.00	\$0.00	\$0.00	\$30.00	\$1,680.00	\$29.00	\$1,624.00	\$29.00	\$1,624.00
106	GRASSCOTE PAVEMENT	SF	2248		\$0.00		\$0.00	\$11,240.00	\$2.74	\$6,159.52	\$0.00	\$0.00	\$3.87	\$8,699.76	\$2.00	\$4,496.00	\$2.00	\$4,496.00
107	6" LIME STABILIZED SUBGRADE	SY	4250.0		\$0.00		\$0.00	\$14,875.00	\$5.20	\$22,100.00	\$0.00	\$0.00	\$4.35	\$18,487.50	\$1.90	\$8,075.00	\$1.90	\$8,075.00
108	HYDRATED LIME (33LBS/SY)	TON	58.3		\$0.00		\$0.00	\$6,413.00	\$126.50	\$7,374.95	\$0.00	\$0.00	\$118.25	\$6,893.99	\$115.50	\$6,733.85	\$115.50	\$6,733.85
109	6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	3942		\$0.00		\$0.00	\$98,892.00	\$28.80	\$110,649.60	\$0.00	\$0.00	\$27.40	\$105,270.80	\$34.00	\$130,628.00	\$34.00	\$130,628.00
110	6" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	566		\$0.00		\$0.00	\$16,990.00	\$33.30	\$18,847.80	\$0.00	\$0.00	\$31.65	\$17,913.90	\$39.00	\$22,074.00	\$39.00	\$22,074.00
111	6" 650 PSI FLEX REINF. CONC INTEGRAL CURB	LF	1787		\$0.00		\$0.00	\$3,574.00	\$3.75	\$6,701.25	\$0.00	\$0.00	\$2.88	\$5,137.63	\$2.00	\$3,574.00	\$2.00	\$3,574.00
112	6" 650 PSI FLEX REINF. CONC. DRIVE W/NO DROP SLAB	SY	40		\$0.00		\$0.00	\$1,120.00	\$35.00	\$1,400.00	\$0.00	\$0.00	\$31.50	\$1,260.00	\$34.00	\$1,380.00	\$34.00	\$1,380.00
113	REINF. CONC. STREET HEADER	LF	74		\$0.00		\$0.00	\$370.00	\$6.00	\$444.00	\$0.00	\$0.00	\$6.50	\$407.00	\$6.60	\$488.40	\$6.60	\$488.40
114	LONGITUDINAL BUTT JOINT	LF	67		\$0.00		\$0.00	\$335.00	\$5.00	\$335.00	\$0.00	\$0.00	\$5.00	\$335.00	\$6.60	\$442.20	\$6.60	\$442.20
115	FURNISH ACME VEHICULAR BRICK PAVEMENT, DELIVERED TO SITE	SF	4493		\$0.00		\$0.00	\$13,479.00	\$3.70	\$16,624.10	\$0.00	\$0.00	\$3.35	\$15,051.55	\$3.30	\$14,826.90	\$3.30	\$14,826.90
116	FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	4493		\$0.00		\$0.00	\$8,986.00	\$2.86	\$12,849.98	\$0.00	\$0.00	\$2.43	\$10,917.99	\$3.30	\$14,826.90	\$3.30	\$14,826.90
117	24" THERMOPLASTIC STOP LINE	LF	24		\$0.00		\$0.00	\$672.00	\$27.50	\$660.00	\$0.00	\$0.00	\$27.75	\$666.00	\$15.00	\$360.00	\$15.00	\$360.00
118	STREET AND TRAFFIC CONTROL SIGNS	EA	25		\$0.00		\$0.00	\$5,000.00	\$423.50	\$10,587.50	\$0.00	\$0.00	\$311.75	\$7,793.75	\$167.20	\$4,180.00	\$167.20	\$4,180.00
119	STREET NAME SIGN AND MOUNTING HARDWARE	EA	4		\$0.00		\$0.00	\$2,000.00	\$1,562.00	\$1,562.00	\$0.00	\$0.00	\$445.25	\$1,781.00	\$167.20	\$668.80	\$167.20	\$668.80
120	STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE	EA	15		\$0.00		\$0.00	\$1,500.00	\$434.50	\$6,517.50	\$0.00	\$0.00	\$292.25	\$4,383.75	\$106.70	\$1,600.50	\$106.70	\$1,600.50
121	STREET BARRICADE	LF	40		\$0.00		\$0.00	\$1,600.00	\$22.00	\$880.00	\$0.00	\$0.00	\$31.00	\$1,240.00	\$27.50	\$1,100.00	\$27.50	\$1,100.00
122	REMOVE EXISTING STREET BARRICADE	LF	65		\$0.00		\$0.00	\$650.00	\$11.00	\$715.00	\$0.00	\$0.00	\$10.50	\$682.50	\$10.00	\$650.00	\$10.00	\$650.00
123	BARRICADING, SIGNING AND TRAFFIC CONTROL	MO	1		\$0.00		\$0.00	\$9,900.00	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$8,450.00	\$8,450.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
124	UNCLASSIFIED STREET EXCAVATION	CY	3313		\$0.00		\$0.00	\$33,130.00	\$13.09	\$43,367.17	\$0.00	\$0.00	\$11.55	\$38,248.59	\$4.40	\$14,577.20	\$4.40	\$14,577.20
SCHEDULE I SUBTOTAL						NO BID		\$339,346.00		\$333,373.87		NO BID		\$336,359.94		\$277,353.79		\$277,353.79

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

BID TABULATION - PACKAGE 'B'

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1822-50
DATE: 6/10/99

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRI-DAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
SCHEDULE VI - ELECTRICAL IMPROVEMENTS (STREETSCAPE)																	
601	METER SOCKET BASE	EA	1	\$550.00	\$550.00	\$94.00	\$94.00	\$0.00	\$0.00	\$93.50	\$93.50	\$0.00	\$0.00	\$245.83	\$245.83	\$230.00	\$230.00
602	UNISTRUT FRAME	EA	1	\$1,650.00	\$1,650.00	\$475.00	\$475.00	\$0.00	\$0.00	\$474.65	\$474.65	\$0.00	\$0.00	\$966.55	\$966.55	\$500.00	\$500.00
603	SERVICE GROUND	EA	1	\$390.00	\$390.00	\$63.00	\$63.00	\$0.00	\$0.00	\$82.50	\$82.50	\$0.00	\$0.00	\$185.17	\$185.17	\$99.10	\$99.10
604	PANELBOARD W/ BREAKERS 120/140 MCB	EA	1	\$5,500.00	\$5,500.00	\$1,804.00	\$1,804.00	\$0.00	\$0.00	\$1,804.00	\$1,804.00	\$0.00	\$0.00	\$3,036.00	\$3,036.00	\$682.00	\$682.00
605	ENCLOSURE AND CONTACTORS	EA	1	\$890.00	\$890.00	\$975.00	\$975.00	\$0.00	\$0.00	\$975.10	\$975.10	\$0.00	\$0.00	\$546.70	\$546.70	\$990.00	\$990.00
606	17 DAY TIME CLOCK	EA	1	\$350.00	\$350.00	\$165.00	\$165.00	\$0.00	\$0.00	\$164.45	\$164.45	\$0.00	\$0.00	\$226.48	\$226.48	\$170.50	\$170.50
607	PHOTO CELL & CONNECTIONS	EA	1	\$250.00	\$250.00	\$58.00	\$58.00	\$0.00	\$0.00	\$57.20	\$57.20	\$0.00	\$0.00	\$121.73	\$121.73	\$236.50	\$236.50
608	2" GRC ELBOW	EA	60	\$97.00	\$5,820.00	\$37.40	\$2,244.00	\$0.00	\$0.00	\$37.40	\$2,244.00	\$0.00	\$0.00	\$57.27	\$3,436.00	\$7.70	\$462.00
609	12" PVC SCH. 40 STREET LIGHT CONDUIT	LF	2350	\$7.10	\$16,685.00	\$2.18	\$5,123.00	\$0.00	\$0.00	\$2.18	\$5,123.00	\$0.00	\$0.00	\$3.82	\$8,977.00	\$3.25	\$7,637.50
610	HIGH COMPRESSION TAP	LF	81	\$16.50	\$1,336.50	\$20.10	\$1,628.10	\$0.00	\$0.00	\$20.13	\$1,630.53	\$0.00	\$0.00	\$18.91	\$1,531.71	\$31.50	\$2,551.50
611	CONDUCTOR #10 AWG	LF	900	\$0.60	\$540.00	\$0.34	\$306.00	\$0.00	\$0.00	\$0.34	\$306.00	\$0.00	\$0.00	\$0.43	\$384.00	\$0.27	\$243.00
612	CONDUCTOR #8 AWG	LF	13500	\$0.60	\$8,100.00	\$0.42	\$5,670.00	\$0.00	\$0.00	\$0.42	\$5,670.00	\$0.00	\$0.00	\$0.48	\$6,480.00	\$0.39	\$5,265.00
613	CONDUCTOR #6 AWG	LF	80	\$1.40	\$112.00	\$0.72	\$57.60	\$0.00	\$0.00	\$0.72	\$57.60	\$0.00	\$0.00	\$0.95	\$75.73	\$0.70	\$56.00
614	CONDUCTOR #2 AWG	LF	120	\$2.30	\$276.00	\$1.10	\$132.00	\$0.00	\$0.00	\$1.08	\$129.60	\$0.00	\$0.00	\$1.49	\$179.20	\$0.95	\$114.00
615	STREET LIGHT PULL BOX	EA	3	\$550.00	\$1,650.00	\$192.00	\$576.00	\$0.00	\$0.00	\$191.40	\$574.20	\$0.00	\$0.00	\$311.13	\$933.40	\$214.50	\$643.50
616	PEDESTRIAN STREET LIGHT FOUNDATION	EA	24	\$500.00	\$12,000.00	\$602.00	\$14,448.00	\$0.00	\$0.00	\$602.80	\$14,467.20	\$0.00	\$0.00	\$568.27	\$13,638.40	\$396.00	\$9,504.00
617	BEGA POLE WITH SINGLE LUMINAIRE AND FIXTURE	EA	20	\$2,900.00	\$58,000.00	\$2,730.00	\$54,600.00	\$0.00	\$0.00	\$2,729.10	\$54,582.00	\$0.00	\$0.00	\$2,786.37	\$55,727.33	\$2,460.70	\$49,214.00
618	BEGA POLE WITH DOUBLE LUMINAIRE AND FIXTURE	EA	4	\$4,100.00	\$16,400.00	\$3,897.00	\$15,588.00	\$0.00	\$0.00	\$3,897.30	\$15,589.20	\$0.00	\$0.00	\$3,984.77	\$15,859.07	\$3,610.00	\$14,240.00
SCHEDULE VII SUBTOTAL					\$130,499.50		\$103,428.70		NO BID		\$103,424.73		NO BID		\$112,450.31		\$103,211.46

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

BID TABULATION - PACKAGE 'C'

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1822-50
DATE: 6/10/99

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRI-DAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE	
				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																
302	SUPERINTENDENT	LS	1		\$0.00			\$7,000.00	\$7,000.00					\$7,000.00	\$7,000.00	\$10,460.98	\$10,460.98
303	18" CL. III RCP, INCLUDING EMBEDMENT	LS	264					\$3,000.00	\$3,000.00					\$3,000.00	\$3,000.00	\$10,460.98	\$10,460.98
304	21" CL. III RCP, INCLUDING EMBEDMENT	LF	222		\$0.00			\$54.00	\$13,716.00					\$54.00	\$13,716.00	\$44.00	\$11,176.00
305	24" CL. III RCP, INCLUDING EMBEDMENT	LF	285		\$0.00			\$62.00	\$17,654.00					\$62.00	\$17,654.00	\$49.50	\$10,988.00
306	27" CL. III RCP, INCLUDING EMBEDMENT	LF	366		\$0.00			\$67.00	\$24,522.00					\$67.00	\$24,522.00	\$57.00	\$20,862.00
307	30" CL. III RCP, INCLUDING EMBEDMENT	LF	70		\$0.00			\$104.00	\$7,280.00					\$104.00	\$7,280.00	\$85.00	\$5,950.00
308	REMOVE & DISPOSE OF EXIST. INLET	EA	2		\$0.00			\$550.00	\$1,100.00					\$550.00	\$1,100.00	\$385.00	\$770.00
309	REMOVE & DISPOSE OF EXIST. PIPE	LF	114		\$0.00			\$15.00	\$1,710.00					\$15.00	\$1,710.00	\$20.00	\$2,280.00
310	6" MOD. REC. CURB INLET W/ REC. TOP FOR BRICK	EA	1		\$0.00			\$2,000.00	\$2,000.00					\$2,000.00	\$2,000.00	\$1,485.00	\$1,485.00
311	6" RECESSED INLET W/ RECESSED TOP FOR BRICK, EXTRA DEPTH	EA	3		\$0.00			\$2,200.00	\$6,600.00					\$2,200.00	\$6,600.00	\$1,500.00	\$4,500.00
312	10" REC. CURB INLET W/ REC. TOP FOR BRICK	EA	1		\$0.00			\$3,000.00	\$3,000.00					\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00
313	10" REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)	EA	1		\$0.00			\$3,300.00	\$3,300.00					\$3,300.00	\$3,300.00	\$2,400.00	\$2,400.00
314	15" X 5" TYPE 'Y' INLET	EA	1		\$0.00			\$3,000.00	\$3,000.00					\$3,000.00	\$3,000.00	\$4,620.00	\$4,620.00
315	TYPE 'A' STORMWATER MANHOLE	EA	2		\$0.00			\$3,500.00	\$7,000.00					\$3,500.00	\$7,000.00	\$3,355.00	\$6,710.00
316	TYPE 'B' STORMWATER MANHOLE	EA	1		\$0.00			\$6,000.00	\$6,000.00					\$6,000.00	\$6,000.00	\$3,355.00	\$3,355.00
317	ADJUST EXIST. STORM MANHOLE	EA	1		\$0.00			\$7,000.00	\$7,000.00					\$7,000.00	\$7,000.00	\$1,000.00	\$1,000.00
318	RCP 60 DEGREE FACTORY WYE CONNECTION	EA	9		\$0.00			\$3,000.00	\$2,700.00					\$3,000.00	\$2,700.00	\$2,200.00	\$2,200.00
319	RCP 45 DEGREE FACTORY WYE CONNECTION	EA	1		\$0.00			\$2,450.00	\$2,450.00					\$2,450.00	\$2,450.00	\$2,250.00	\$2,250.00
320	PIPE TO PIPE CONNECTION	EA	1		\$0.00			\$4,000.00	\$4,000.00					\$4,000.00	\$4,000.00	\$760.00	\$760.00
321	PRECAST CONCRETE PLUG	EA	5		\$0.00			\$1,000.00	\$5,000.00					\$1,000.00	\$5,000.00	\$440.00	\$440.00
322	INLET PROTECTION	EA	8		\$0.00			\$250.00	\$2,000.00					\$250.00	\$2,000.00	\$209.00	\$1,672.00
323	SILT FENCE	LF	1520		\$0.00			\$2.00	\$3,040.00					\$2.00	\$3,040.00	\$2.10	\$3,192.00
324	STABILIZED CONSTRUCTION ENTRANCE	SY	22		\$0.00			\$18.00	\$396.00					\$18.00	\$396.00	\$7.70	\$169.40
325	TRENCH SAFETY DESIGN FOR ALL UTILITIES	LS	1		\$0.00			\$500.00	\$500.00					\$500.00	\$500.00	\$550.00	\$550.00
326	TRENCH SAFETY FOR CONSTRUCTION	LF	1187		\$0.00			\$1,187.00	\$1,187.00					\$1,187.00	\$1,187.00	\$6.50	\$598.50
327	2" PVC SLEEVE	LF	306		\$0.00			\$4.00	\$1,224.00					\$4.00	\$1,224.00	\$6.60	\$2,019.60
328	3" PVC SLEEVE	LF	3108		\$0.00			\$4.50	\$13,986.00					\$4.50	\$13,986.00	\$3.30	\$10,256.40
329	4" PVC SLEEVE	LF	512		\$0.00			\$5.00	\$2,560.00					\$5.00	\$2,560.00	\$4.40	\$2,252.80
330	6" PVC SLEEVE	LF	194		\$0.00			\$6.00	\$1,164.00					\$6.00	\$1,164.00	\$6.00	\$1,164.00
CONTINGENCY																	
SCHEDULE III SUBTOTAL					NO BID			\$150,164.00	\$150,164.00					NO BID		\$150,164.00	\$150,278.03

SCHEDULE IV - WASTEWATER IMPROVEMENTS																	
401	8" SDR 35 PVC WASTEWATER LINE INCLUDING EMBEDMENT	LF	533		\$0.00			\$37.00	\$19,721.00					\$37.00	\$19,721.00	\$35.00	\$18,655.00
402	6" SDR 35 PVC WW LAY. W/ 2-WAY C.O. & CAST IRON LID	EA	5		\$0.00			\$1,500.00	\$7,500.00					\$1,500.00	\$7,500.00	\$980.00	\$4,950.00
403	6" DIA. WASTEWATER MANHOLE	EA	2		\$0.00			\$4,100.00	\$8,200.00					\$4,100.00	\$8,200.00	\$2,750.00	\$5,500.00
404	TV INSPECTION	LF	533		\$0.00			\$1.00	\$533.00					\$1.00	\$533.00	\$1.10	\$586.30
405	CONNECTION TO EXISTING MANHOLE	LF	1		\$0.00			\$1,000.00	\$1,000.00					\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
406	TRENCH SAFETY FOR CONSTRUCTION	LF	708		\$0.00			\$1.00	\$708.00					\$1.00	\$708.00	\$1.10	\$773.30
SCHEDULE IV SUBTOTAL					NO BID			\$37,657.00	\$37,657.00					NO BID		\$37,657.00	\$34,533.73

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

BID TABULATION - PACKAGE 'C'

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1822-50
DATE: 6/10/99

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRI-DAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE		
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	
SCHEDULE V - WATER IMPROVEMENTS																		
501	CONCRETE BLOCKING	CY	2.8		\$0.00		\$250.00	\$700.00	\$0.00	\$250.00	\$700.00	\$0.00	\$250.00	\$700.00	\$20.00	\$616.00		
502	D.I. CL. 250 IRON FITTINGS	TON	1.1		\$0.00		\$3,300.00	\$3,300.00	\$0.00	\$3,300.00	\$3,300.00	\$0.00	\$3,300.00	\$3,300.00	\$3,300.00	\$3,630.00		
503	4" DIA. PVC AWWA C900, DR. 18, CL. 150 WATER PIPE, INCL. EMBED.	LF	16		\$0.00		\$18.00	\$288.00	\$0.00	\$18.00	\$288.00	\$0.00	\$18.00	\$288.00	\$30.00	\$480.00		
504	6" DIA. PVC AWWA C900, DR. 18, CL. 150 WATER PIPE, INCL. EMBED.	LF	80		\$0.00		\$19.00	\$1,520.00	\$0.00	\$19.00	\$1,520.00	\$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.	LF	1006		\$0.00		\$21.00	\$21,126.00	\$0.00	\$21.00	\$21,126.00	\$0.00	\$21.00	\$21,126.00	\$20.00	\$20,120.00		
506	4" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	3		\$0.00		\$550.00	\$1,650.00	\$0.00	\$550.00	\$1,650.00	\$0.00	\$550.00	\$1,650.00	\$412.50	\$1,237.50		
507	6" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	6		\$0.00		\$650.00	\$3,900.00	\$0.00	\$650.00	\$3,900.00	\$0.00	\$650.00	\$3,900.00	\$578.00	\$3,468.00		
508	8" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	5		\$0.00		\$750.00	\$3,750.00	\$0.00	\$750.00	\$3,750.00	\$0.00	\$750.00	\$3,750.00	\$660.00	\$3,300.00		
509	FIRE HYDRANT	EA	4		\$0.00		\$1,400.00	\$5,600.00	\$0.00	\$1,400.00	\$5,600.00	\$0.00	\$1,400.00	\$5,600.00	\$1,265.00	\$5,060.00		
510	CONN. TO EXIST. WATER MAIN (ALL SIZES)	EA	2		\$0.00		\$800.00	\$1,600.00	\$0.00	\$800.00	\$1,600.00	\$0.00	\$800.00	\$1,600.00	\$715.00	\$1,430.00		
511	2" TYPE K SOFT COPPER SERVICE	EA	3		\$0.00		\$1,200.00	\$3,600.00	\$0.00	\$1,200.00	\$3,600.00	\$0.00	\$1,200.00	\$3,600.00	\$726.00	\$2,178.00		
512	4" DOMESTIC SERVICE	EA	2		\$0.00		\$750.00	\$1,500.00	\$0.00	\$750.00	\$1,500.00	\$0.00	\$750.00	\$1,500.00	\$990.00	\$1,980.00		
513	6" FIRE LINE	EA	2		\$0.00		\$850.00	\$1,700.00	\$0.00	\$850.00	\$1,700.00	\$0.00	\$850.00	\$1,700.00	\$1,100.00	\$2,200.00		
514	1.5" HERSEY TURBINE METER	EA	3		\$0.00		\$600.00	\$1,800.00	\$0.00	\$600.00	\$1,800.00	\$0.00	\$600.00	\$1,800.00	\$583.00	\$1,749.00		
515	4" HERSEY COMPOUND METER	EA	2		\$0.00		\$5,500.00	\$11,000.00	\$0.00	\$5,500.00	\$11,000.00	\$0.00	\$5,500.00	\$11,000.00	\$5,010.00	\$6,020.00		
516	6" HERSEY DETECTOR CHECK VALVE W/ ER-1 PIT PACK	EA	2		\$0.00		\$5,000.00	\$10,000.00	\$0.00	\$5,000.00	\$10,000.00	\$0.00	\$5,000.00	\$10,000.00	\$8,855.00	\$17,710.00		
517	1.5" DOUBLE CHECK VALVE ASSEMBLY	EA	3		\$0.00		\$280.00	\$840.00	\$0.00	\$280.00	\$840.00	\$0.00	\$280.00	\$840.00	\$412.50	\$1,237.50		
518	17" X 28" PRECAST BOX	EA	6		\$0.00		\$255.00	\$1,530.00	\$0.00	\$255.00	\$1,530.00	\$0.00	\$255.00	\$1,530.00	\$88.00	\$528.00		
519	MV-480-801-5 PRECAST BOX	EA	4		\$0.00		\$4,400.00	\$17,600.00	\$0.00	\$4,400.00	\$17,600.00	\$0.00	\$4,400.00	\$17,600.00	\$11,440.00	\$20,040.00		
520	TRENCH SAFETY FOR CONSTRUCTION	LF	732		\$0.00		\$1.00	\$732.00	\$0.00	\$1.00	\$732.00	\$0.00	\$1.00	\$732.00	\$1.10	\$805.20		
521	WATER TEST	LS	1		\$0.00		\$750.00	\$750.00	\$0.00	\$750.00	\$750.00	\$0.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00		
522	CONCRETE ENCASMENT	LF	20		\$0.00		\$40.00	\$800.00	\$0.00	\$40.00	\$800.00	\$0.00	\$40.00	\$800.00	\$27.50	\$550.00		
SCHEDULE V SUBTOTAL					NO BID			\$95,286.00		NO BID				\$95,286.00		\$98,493.12		

SCHEDULE VII - ELECTRICAL IMPROVEMENTS (DUCTS)																		
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	
701	6E6 & 4E2 CONC. ENCASED DUCTBANK	LF	273		\$0.00		\$123.00	\$33,579.00	\$0.00	\$123.00	\$33,579.00	\$0.00	\$123.00	\$33,579.00	\$39.60	\$25,552.80		
702	4E2 CONC. ENCASED DUCTBANK	LF	51		\$0.00		\$74.00	\$3,774.00	\$0.00	\$74.00	\$3,774.00	\$0.00	\$74.00	\$3,774.00	\$50.00	\$2,550.00		
703	4E6 & 4E2 CONC. ENCASED DUCTBANK	LF	47		\$0.00		\$107.00	\$5,029.00	\$0.00	\$107.00	\$5,029.00	\$0.00	\$107.00	\$5,029.00	\$75.00	\$3,525.00		
704	6E6 CONC. ENCASED DUCTBANK	LF	408		\$0.00		\$100.00	\$40,800.00	\$0.00	\$100.00	\$40,800.00	\$0.00	\$100.00	\$40,800.00	\$69.30	\$28,274.40		
705	BE2 & BE6 CONC. ENCASED DUCTBANK	LF	168		\$0.00		\$142.00	\$23,856.00	\$0.00	\$142.00	\$23,856.00	\$0.00	\$142.00	\$23,856.00	\$140.00	\$23,520.00		
706	TUE STANDARD 3-WAY MANHOLE	EA	2		\$0.00		\$14,670.00	\$29,340.00	\$0.00	\$14,670.00	\$29,340.00	\$0.00	\$14,670.00	\$29,340.00	\$10,230.00	\$20,460.00		
707	CONNECT TO EXISTING SWITCH GEAR	EA	8.0		\$0.00		\$475.00	\$3,800.00	\$0.00	\$475.00	\$3,800.00	\$0.00	\$475.00	\$3,800.00	\$44.00	\$352.00		
708	6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 36'	EA	8.0		\$0.00		\$100.00	\$800.00	\$0.00	\$100.00	\$800.00	\$0.00	\$100.00	\$800.00	\$44.00	\$352.00		
709	3" SCHEDULE 40 CONDUIT	LF	1332.0		\$0.00		\$6.50	\$8,658.00	\$0.00	\$6.50	\$8,658.00	\$0.00	\$6.50	\$8,658.00	\$3.30	\$4,395.60		
710	4" SCHEDULE 40 CONDUIT	LF	120		\$0.00		\$7.00	\$840.00	\$0.00	\$7.00	\$840.00	\$0.00	\$7.00	\$840.00	\$4.40	\$528.00		
711	FURNISH AND INSTALL SWITCH PAD	EA	1		\$0.00		\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	\$500.00	\$500.00		
SCHEDULE VI SUBTOTAL					NO BID			\$152,476.00		NO BID				\$152,476.00		\$112,010.78		

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

BID TABULATION - PACKAGE 'D'

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1822-50
DATE: 6/10/89

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRI-DAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE		
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE
SCHEDULE I - PAVING IMPROVEMENTS																		
101	MOBILIZATION	LS	1		\$0.00		\$0.00	\$45,000.00	\$45,000.00			\$80,000.00	\$80,000.00	\$52,500.00	\$52,500.00	\$7,761.63	\$7,761.63	
102	SUPERINTENDENT	LS	1		\$0.00		\$0.00	\$25,000.00	\$25,000.00			\$36,000.00	\$36,000.00	\$30,500.00	\$30,500.00	\$7,761.63	\$7,761.63	
103	FULL DEPTH SAWCUT EXIST. CONCRETE	LF	84		\$0.00		\$0.00	\$3.00	\$252.00			\$4.17	\$350.28	\$3.59	\$301.14	\$2.40	\$201.60	
104	REM. & DISPOSE OF EXIST. CONC. PAVEMENT, INCLUDING CURB	SY	459		\$0.00		\$0.00	\$12.00	\$5,508.00			\$5.59	\$2,565.81	\$8.90	\$4,096.91	\$6.60	\$3,029.40	
105	8" FLEX BASE TYPE A, GRADE 2	CY	56		\$0.00		\$0.00	\$20.00	\$1,120.00			\$93.36	\$5,228.16	\$56.68	\$3,174.08	\$29.00	\$1,624.00	
106	GRASSCURE PAVEMENT	SF	2248		\$0.00		\$0.00	\$5.00	\$11,240.00			\$5.19	\$11,667.12	\$5.10	\$11,453.56	\$2.00	\$4,496.00	
107	6" LIME STABILIZED SUBGRADE	SY	4250.0		\$0.00		\$0.00	\$3.50	\$14,875.00			\$4.29	\$18,232.50	\$3.90	\$16,553.75	\$1.90	\$8,075.00	
108	HYDRATED LIME (83LBS/SY)	TON	58.3		\$0.00		\$0.00	\$110.00	\$6,413.00			\$190.70	\$7,619.81	\$120.35	\$7,016.41	\$15.50	\$6,733.65	
109	6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	3842		\$0.00		\$0.00	\$29.00	\$111,418.00			\$34.13	\$131,427.46	\$31.57	\$121,272.73	\$34.00	\$130,628.00	
110	8" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	966		\$0.00		\$0.00	\$30.00	\$28,980.00			\$34.43	\$19,487.38	\$32.22	\$18,233.69	\$39.00	\$22,074.00	
111	6" 650 PSI FLEX REINF. CONC. INTEGRAL CURB	LF	1787		\$0.00		\$0.00	\$2.00	\$3,574.00			\$2.92	\$5,218.04	\$2.46	\$4,396.02	\$2.00	\$3,574.00	
112	6" 650 PSI FLEX REINF. CONC. DRIVE WIND DROP SLAB	SY	40		\$0.00		\$0.00	\$28.00	\$1,120.00			\$46.68	\$1,867.20	\$37.34	\$1,493.60	\$34.00	\$1,360.00	
113	REINF. CONC. STREET HEADER	LF	74		\$0.00		\$0.00	\$5.00	\$370.00			\$20.42	\$1,511.08	\$12.71	\$940.54	\$6.60	\$488.40	
114	LONGITUDINAL BUTT JOINT	LF	67		\$0.00		\$0.00	\$5.00	\$335.00			\$4.67	\$312.89	\$4.84	\$323.95	\$6.60	\$442.20	
115	FURNISH ACME VEHICULAR BRICK PAVEMENT, DELIVERED TO SITE	SF	4493		\$0.00		\$0.00	\$3.00	\$13,479.00			\$3.94	\$17,702.42	\$3.47	\$15,590.71	\$3.30	\$14,826.90	
116	FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	4493		\$0.00		\$0.00	\$2.00	\$8,986.00			\$3.27	\$14,692.11	\$2.64	\$11,839.06	\$3.20	\$14,826.90	
117	24" THERMOPLASTIC STOP LINE	LF	24		\$0.00		\$0.00	\$28.00	\$672.00			\$17.51	\$420.24	\$22.76	\$546.12	\$15.00	\$360.00	
118	STREET AND TRAFFIC CONTROL SIGNS	EA	25		\$0.00		\$0.00	\$200.00	\$5,000.00			\$198.39	\$4,959.75	\$199.20	\$4,979.88	\$167.20	\$4,180.00	
119	STREET NAME SIGN AND MOUNTING HARDWARE	EA	4		\$0.00		\$0.00	\$500.00	\$2,000.00			\$233.40	\$933.60	\$366.70	\$1,466.80	\$167.20	\$669.80	
120	STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE	EA	15		\$0.00		\$0.00	\$150.00	\$2,250.00			\$116.70	\$1,750.50	\$133.35	\$2,000.25	\$106.70	\$1,600.50	
121	STREET BARRICADE	LF	40		\$0.00		\$0.00	\$40.00	\$1,600.00			\$30.34	\$1,213.60	\$35.17	\$1,406.80	\$27.50	\$1,100.00	
122	REMOVE EXISTING STREET BARRICADE	LF	65		\$0.00		\$0.00	\$10.00	\$650.00			\$5.39	\$350.35	\$7.70	\$500.18	\$10.00	\$650.00	
123	BARRICADING, SIGNING AND TRAFFIC CONTROL	MO	1		\$0.00		\$0.00	\$9,900.00	\$9,900.00			\$14,004.00	\$14,004.00	\$11,952.00	\$11,952.00	\$1,100.00	\$1,100.00	
124	UNCLASSIFIED STREET EXCAVATION	CY	3313		\$0.00		\$0.00	\$10.00	\$33,130.00			\$15.50	\$51,351.50	\$12.75	\$42,240.75	\$4.40	\$14,577.20	
SCHEDULE I SUBTOTAL					NO BID		NO BID		\$320,872.00		NO BID		\$408,566.80		\$364,718.90		\$277,353.79	

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

BID TABULATION - PACKAGE 'D'

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1922-50
DATE: 6/10/99

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRI-DAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE		
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE
SCHEDULE II - STREETScape IMPROVEMENTS																		
201	IRRIGATION SYSTEM INCL. POWER & TELEPHONE	LS	1	\$0.00	\$0.00	\$27,500.00	\$0.00	\$27,500.00	\$0.00	\$51,698.10	\$0.00	\$51,698.10	\$39,599.05	\$39,599.05	\$27,060.00	\$27,060.00		
202	TREE FENCE	LF	1684	\$0.00	\$0.00	\$20,208.00	\$0.00	\$20,208.00	\$0.00	\$2,101	\$0.00	\$2,101	\$16.51	\$27,784.42	\$18.70	\$31,490.80		
203	4" PVC SCH. 40 PERFORATED DRAIN SYSTEM	LF	1715	\$0.00	\$0.00	\$7.00	\$0.00	\$12,005.00	\$0.00	\$26.84	\$0.00	\$26.84	\$16.92	\$29,017.80	\$11.00	\$18,865.00		
204	BENCH 'B'	EA	21	\$0.00	\$0.00	\$1,500.00	\$0.00	\$31,500.00	\$0.00	\$896.09	\$0.00	\$18,817.89	\$1,198.05	\$25,158.95	\$900.00	\$18,900.00		
205	BENCH 'C'	EA	3	\$0.00	\$0.00	\$600.00	\$0.00	\$1,800.00	\$0.00	\$1,564.56	\$0.00	\$4,893.68	\$1,082.28	\$3,246.84	\$825.00	\$2,475.00		
206	TRASH RECEPTACLE 'B'	EA	15	\$0.00	\$0.00	\$800.00	\$0.00	\$12,000.00	\$0.00	\$327.93	\$0.00	\$4,918.95	\$563.97	\$8,459.48	\$620.00	\$9,300.00		
207	BIKE RACK	EA	13	\$0.00	\$0.00	\$4,000.00	\$0.00	\$5,200.00	\$0.00	\$82.68	\$0.00	\$1,074.84	\$241.34	\$3,137.42	\$90.00	\$1,170.00		
208	BALD CYPRESS, 200 GAL, 5'-6" CAL., 16'-18" HT., 10'-12" SPREAD, FULL	EA	26	\$0.00	\$0.00	\$36,400.00	\$0.00	\$36,400.00	\$0.00	\$1,622.13	\$0.00	\$42,175.38	\$39,287.69	\$1,265.00	\$32,890.00			
209	LIVE OAK, 200 GAL, 5'-6" CAL., 16'-18" HT., 10'-12" SPREAD, FULL	EA	38	\$0.00	\$0.00	\$53,200.00	\$0.00	\$53,200.00	\$0.00	\$1,622.13	\$0.00	\$61,846.84	\$1,511.07	\$57,420.47	\$1,265.00	\$48,070.00		
210	HOUTUYNIA CORDATA	EA	204	\$0.00	\$0.00	\$408.00	\$0.00	\$408.00	\$0.00	\$2.00	\$0.00	\$1,428.00	\$4.50	\$918.00	\$2.00	\$408.00		
211	PALMERA	EA	36	\$0.00	\$0.00	\$792.00	\$0.00	\$792.00	\$0.00	\$35.01	\$0.00	\$1,260.36	\$7.57	\$9,265.08	\$4.50	\$5,508.00		
212	DWARF YAUJON HOLLY, 1 GAL.	EA	1224	\$0.00	\$0.00	\$9.30	\$0.00	\$11,365.20	\$0.00	\$5.84	\$0.00	\$7,149.16	\$2.17	\$502.28	\$2.00	\$464.00		
213	BLUE PLUMBAGO	EA	232	\$0.00	\$0.00	\$2.00	\$0.00	\$464.00	\$0.00	\$2.33	\$0.00	\$540.56	\$2.17	\$502.28	\$2.00	\$880.00		
214	DALLAS ROSEMARY	EA	34	\$0.00	\$0.00	\$15.00	\$0.00	\$510.00	\$0.00	\$21.01	\$0.00	\$714.34	\$18.01	\$612.17	\$20.00	\$680.00		
215	YARROW CORONATION GOLD	EA	18	\$0.00	\$0.00	\$6.00	\$0.00	\$108.00	\$0.00	\$8.75	\$0.00	\$157.50	\$7.38	\$132.75	\$10.00	\$180.00		
216	TURKS CAP	EA	18	\$0.00	\$0.00	\$6.00	\$0.00	\$108.00	\$0.00	\$8.75	\$0.00	\$157.50	\$7.38	\$132.75	\$10.00	\$180.00		
217	ROSE MARIE PAVIE	EA	36	\$0.00	\$0.00	\$12.00	\$0.00	\$432.00	\$0.00	\$18.67	\$0.00	\$672.12	\$15.34	\$552.06	\$15.00	\$540.00		
218	IRIS MADONNA	EA	204	\$0.00	\$0.00	\$9.00	\$0.00	\$1,836.00	\$0.00	\$8.75	\$0.00	\$1,785.00	\$8.88	\$1,810.50	\$10.00	\$2,040.00		
219	BEARDED IRIS ITALIAN	EA	222	\$0.00	\$0.00	\$9.00	\$0.00	\$1,998.00	\$0.00	\$8.75	\$0.00	\$1,942.50	\$8.88	\$1,970.25	\$10.00	\$2,220.00		
220	IRIS GOLDEN	EA	324	\$0.00	\$0.00	\$9.00	\$0.00	\$2,916.00	\$0.00	\$8.75	\$0.00	\$2,835.00	\$8.88	\$2,875.50	\$10.00	\$3,240.00		
221	DAFFODIL FEB. GOLD	EA	432	\$0.00	\$0.00	\$9.00	\$0.00	\$3,888.00	\$0.00	\$8.75	\$0.00	\$3,780.00	\$8.88	\$3,834.00	\$10.00	\$4,320.00		
222	DAFFODIL GRAND PRIMO	EA	204	\$0.00	\$0.00	\$9.00	\$0.00	\$1,836.00	\$0.00	\$8.75	\$0.00	\$1,810.50	\$8.88	\$1,810.50	\$10.00	\$2,040.00		
223	DAFFODIL THEVITHIAN	EA	240	\$0.00	\$0.00	\$9.00	\$0.00	\$2,160.00	\$0.00	\$8.75	\$0.00	\$2,100.00	\$8.88	\$2,130.00	\$10.00	\$2,400.00		
224	HYPERICUM	EA	44	\$0.00	\$0.00	\$13.00	\$0.00	\$572.00	\$0.00	\$18.67	\$0.00	\$821.48	\$15.84	\$686.74	\$15.00	\$660.00		
225	BLEEDING HEART	EA	72	\$0.00	\$0.00	\$9.00	\$0.00	\$648.00	\$0.00	\$8.75	\$0.00	\$630.00	\$8.88	\$639.00	\$10.00	\$720.00		
226	HYPERION DAYLILY	EA	18	\$0.00	\$0.00	\$6.00	\$0.00	\$108.00	\$0.00	\$8.75	\$0.00	\$157.50	\$7.38	\$132.75	\$10.00	\$180.00		
227	BERMUDA HYDROSEED	SF	15200	\$0.00	\$0.00	\$0.10	\$0.00	\$1,520.00	\$0.00	\$0.25	\$0.00	\$3,800.00	\$0.18	\$2,660.00	\$0.06	\$912.00		
228	NOT USED	LS	1	\$0.00	\$0.00	\$40,000.00	\$0.00	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00	\$14,000.00	\$14,000.00		
229	NOT USED	LS	1	\$0.00	\$0.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00	\$4.49	\$0.00	\$1,885.80	\$4.25	\$1,782.90	\$3.75	\$1,575.00		
230	4" 3000 PSI COMPRESSIVE REINF. CONC. SIDEWALK	SF	420	\$0.00	\$0.00	\$4.00	\$0.00	\$1,680.00	\$0.00	\$4.49	\$0.00	\$1,865.80	\$4.25	\$1,782.90	\$3.75	\$1,575.00		
231	4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	25693	\$0.00	\$0.00	\$4.50	\$0.00	\$115,618.50	\$0.00	\$4.49	\$0.00	\$1,865.80	\$4.25	\$1,782.90	\$3.75	\$1,575.00		
232	6" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	192	\$0.00	\$0.00	\$4.00	\$0.00	\$768.00	\$0.00	\$51.95	\$0.00	\$9,859.20	\$27.68	\$5,313.60	\$3.40	\$652.80		
233	FURNISH GLEN GERY PEDESTRIAN BRICK	SF	25214	\$0.00	\$0.00	\$3.00	\$0.00	\$75,642.00	\$0.00	\$2.23	\$0.00	\$56,227.22	\$2.62	\$65,934.61	\$1.65	\$41,603.10		
234	FURNISH BEDDING MATERIALS AND PLACE PED. BRICK	SF	25214	\$0.00	\$0.00	\$2.50	\$0.00	\$63,035.00	\$0.00	\$2.24	\$0.00	\$56,479.36	\$2.37	\$59,757.18	\$1.65	\$41,603.10		
235	RESET PEDESTRIAN BRICK PAVERS	SF	2221	\$0.00	\$0.00	\$3.00	\$0.00	\$6,663.00	\$0.00	\$2.24	\$0.00	\$4,975.04	\$2.62	\$5,819.02	\$1.65	\$3,664.65		
236	UNCLASSIFIED SIDEWALK EXCAVATION	CY	548	\$0.00	\$0.00	\$10.00	\$0.00	\$5,480.00	\$0.00	\$7.00	\$0.00	\$3,836.00	\$8.50	\$4,658.00	\$8.80	\$4,822.40		
237	REMOVE AND SALVAGE EX. PEDESTRIAN PAVERS	SF	2221	\$0.00	\$0.00	\$1.00	\$0.00	\$2,221.00	\$0.00	\$0.88	\$0.00	\$1,954.48	\$0.94	\$2,087.74	\$2.30	\$5,108.30		
238	4" - 6" VARIABLE 3000 PSI CONC. SUBBASE	SF	1550	\$0.00	\$0.00	\$3.50	\$0.00	\$5,425.00	\$0.00	\$5.13	\$0.00	\$7,951.50	\$4.32	\$6,688.25	\$4.30	\$6,665.00		
239	BERMUDA SOLID SOD	SF	2248	\$0.00	\$0.00	\$0.35	\$0.00	\$786.80	\$0.00	\$0.55	\$0.00	\$1,236.40	\$0.45	\$1,011.60	\$0.50	\$1,124.00		
240	NOT USED	LS	1	\$0.00	\$0.00	\$2,750.00	\$0.00	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$3.00	\$3.00		
SCHEDULE II SUBTOTAL							NO BID				NO BID						\$557,912.81	\$469,858.24

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

BID TABULATION - PACKAGE 'D'

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1822-50
DATE: 6/10/99

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRI-DAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE		
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE
SCHEDULE III - STORM WATER IMPROVEMENTS																		
301	NOT USED	LS	1		\$0.00		\$0.00		\$7,000.00		\$0.00		\$0.00		\$3,500.00		\$10,460.98	\$10,460.98
302	NOT USED	LS	1		\$0.00		\$0.00		\$2,000.00		\$0.00		\$0.00		\$1,000.00		\$10,460.98	\$10,460.98
303	18" CL. III RCP, INCLUDING EMBEDMENT	LF	254		\$0.00		\$0.00		\$49.00		\$0.00		\$2.68		\$40.84		\$10,373.36	\$44.00
304	21" CL. III RCP, INCLUDING EMBEDMENT	LF	222		\$0.00		\$0.00		\$11,544.00		\$0.00		\$36.18		\$44.09		\$9,787.98	\$49.50
305	24" CL. III RCP, INCLUDING EMBEDMENT	LF	285		\$0.00		\$0.00		\$16,245.00		\$0.00		\$42.01		\$49.51		\$14,108.93	\$52.00
306	27" CL. III RCP, INCLUDING EMBEDMENT	LF	366		\$0.00		\$0.00		\$22,892.00		\$0.00		\$34.77		\$46.39		\$17,708.91	\$57.00
307	39" CL. III RCP, INCLUDING EMBEDMENT	LF	70		\$0.00		\$0.00		\$6,930.00		\$0.00		\$95.89		\$97.35		\$6,814.15	\$5,950.00
308	REMOVE & DISPOSE OF EXIST. INLET	EA	2		\$0.00		\$0.00		\$400.00		\$0.00		\$875.25		\$637.63		\$1,275.25	\$385.00
309	REMOVE & DISPOSE OF EX. CONC. PIPE	LF	114		\$0.00		\$0.00		\$1,140.00		\$0.00		\$9.18		\$19.59		\$2,233.26	\$20.00
310	6" MOD. REC. CURB INLET W/ REC. TOP FOR BRICK	EA	1		\$0.00		\$0.00		\$1,800.00		\$0.00		\$3,267.60		\$2,533.80		\$1,485.00	\$1,485.00
311	6" RECESSED INLET W/ RECESSED TOP FOR BRICK, EXTRA DEPTH	EA	3		\$0.00		\$0.00		\$6,000.00		\$0.00		\$3,501.00		\$2,750.50		\$4,500.00	\$4,500.00
312	10" REC. CURB INLET W/ REC. TOP FOR BRICK	EA	1		\$0.00		\$0.00		\$2,800.00		\$0.00		\$3,734.40		\$3,267.20		\$2,200.00	\$2,200.00
313	10" REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)	EA	1		\$0.00		\$0.00		\$3,100.00		\$0.00		\$4,084.50		\$3,592.25		\$2,400.00	\$2,400.00
314	5' x 5' TYPE 'V' INLET	EA	1		\$0.00		\$0.00		\$2,800.00		\$0.00		\$3,267.60		\$3,033.80		\$4,620.00	\$4,620.00
315	TYPE 'A' STORMWATER MANHOLE	EA	2		\$0.00		\$0.00		\$6,400.00		\$0.00		\$6,335.20		\$6,467.60		\$3,355.00	\$6,710.00
316	TYPE 'B' STORMWATER MANHOLE	EA	1		\$0.00		\$0.00		\$5,600.00		\$0.00		\$4,901.40		\$5,290.70		\$3,355.00	\$3,355.00
317	ADJUST EXIST. STORM MANHOLE	EA	1		\$0.00		\$0.00		\$400.00		\$0.00		\$875.25		\$637.63		\$1,000.00	\$1,000.00
318	RCP 60 DEGREE FACTORY WYE CONNECTION	EA	9		\$0.00		\$0.00		\$3,000.00		\$0.00		\$580.10		\$3,160.90		\$2,825.45	\$2,200.00
319	RCP 45 DEGREE FACTORY WYE CONNECTION	EA	1		\$0.00		\$0.00		\$245.00		\$0.00		\$350.10		\$297.55		\$250.00	\$250.00
320	PIPE TO PIPE CONNECTION	EA	1		\$0.00		\$0.00		\$400.00		\$0.00		\$563.50		\$491.75		\$760.00	\$760.00
321	PRECAST CONCRETE PLUG	EA	5		\$0.00		\$0.00		\$500.00		\$0.00		\$683.50		\$341.75		\$88.00	\$440.00
322	INLET PROTECTION	EA	8		\$0.00		\$0.00		\$250.00		\$0.00		\$408.45		\$329.23		\$209.00	\$1,672.00
323	SILT FENCE	LF	1520		\$0.00		\$0.00		\$3,040.00		\$0.00		\$2.92		\$2.46		\$3,739.20	\$2.10
324	STABILIZED CONSTRUCTION ENTRANCE	SY	22		\$0.00		\$0.00		\$18.00		\$0.00		\$105.03		\$61.52		\$1,353.33	\$7.70
325	TRENCH SAFETY DESIGN FOR ALL UTILITIES	LS	1		\$0.00		\$0.00		\$500.00		\$0.00		\$645.35		\$572.68		\$550.00	\$550.00
326	TRENCH SAFETY FOR CONSTRUCTION	LF	1197		\$0.00		\$0.00		\$119.70		\$0.00		\$1,400.49		\$760.10		\$699.50	\$699.50
327	2" PVC SLEEVE	LF	306		\$0.00		\$0.00		\$4.00		\$0.00		\$7.00		\$5.50		\$1,683.00	\$6.60
328	3" PVC SLEEVE	LF	3108		\$0.00		\$0.00		\$4.50		\$0.00		\$5.83		\$5.17		\$16,052.82	\$3.30
329	4" PVC SLEEVE	LF	512		\$0.00		\$0.00		\$2,560.00		\$0.00		\$5.84		\$5.42		\$2,775.04	\$4.40
330	6" PVC SLEEVE	LF	194		\$0.00		\$0.00		\$1,164.00		\$0.00		\$7.00		\$6.50		\$1,164.00	\$6.00
SCHEDULE III SUBTOTAL					NO BID		NO BID		\$138,531.70		NO BID		\$133,649.84		\$136,090.77		\$13,894.37	\$153,278.03
SCHEDULE IV - WASTEWATER IMPROVEMENTS																		
401	8" SDR 35 PVC WASTEWATER LINE INCLUDING EMBEDMENT	LF	533		\$0.00		\$0.00		\$84.00		\$0.00		\$32.68		\$33.34		\$17,770.22	\$35.00
402	6" SDR 35 PVC WW LAT. W/ 2-WAY C.O. & CAST IRON LID	EA	5		\$0.00		\$0.00		\$6,000.00		\$0.00		\$816.90		\$1,008.45		\$5,042.25	\$990.00
403	5' DIA. WASTEWATER MANHOLE	EA	2		\$0.00		\$0.00		\$7,800.00		\$0.00		\$4,317.90		\$4,108.95		\$8,217.90	\$2,750.00
404	TV INSPECTION	LF	533		\$0.00		\$0.00		\$338.00		\$0.00		\$1,241.89		\$1.67		\$887.45	\$1.10
405	CONNECTION TO EXISTING MANHOLE	LF	1		\$0.00		\$0.00		\$700.00		\$0.00		\$1,405.07		\$1,052.54		\$1,052.54	\$1,000.00
406	TRENCH SAFETY FOR CONSTRUCTION	LF	703		\$0.00		\$0.00		\$1.00		\$0.00		\$2.33		\$1.67		\$1,170.50	\$1.10
SCHEDULE IV SUBTOTAL					NO BID		NO BID		\$33,859.00		NO BID		\$34,423.69		\$34,140.85		\$34,140.85	\$84,611.06

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

BID TABULATION - PACKAGE 'D'

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1822-50
DATE: 6/10/99

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRI-DAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE		
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE
SCHEDULE V - WATER IMPROVEMENTS																		
501	CONCRETE BLOCKING	CY	28		\$0.00	\$0.00	\$150.00	\$420.00			\$0.00	\$105.03	\$294.08	\$127.52	\$357.04	\$220.00	\$816.00	
502	D.I. CL. 250 IRON FITTINGS	TON	11		\$0.00	\$0.00	\$2,500.00	\$2,750.00			\$0.00	\$5,409.05	\$5,949.96	\$3,954.53	\$4,349.98	\$3,300.00	\$3,630.00	
503	8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED.	LF	16		\$0.00	\$0.00	\$15.00	\$240.00			\$0.00	\$14.00	\$224.00	\$14.50	\$232.00	\$30.00	\$480.00	
504	6" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED.	LF	80		\$0.00	\$0.00	\$17.00	\$1,360.00			\$0.00	\$15.17	\$1,213.60	\$16.09	\$1,286.80	\$35.00	\$2,800.00	
505	8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED.	LF	1008		\$0.00	\$0.00	\$19.00	\$19,114.00			\$0.00	\$18.67	\$18,782.02	\$18.84	\$18,948.01	\$20.00	\$20,120.00	
506	4" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	3		\$0.00	\$0.00	\$500.00	\$1,500.00			\$0.00	\$583.50	\$1,750.50	\$541.75	\$1,625.25	\$412.50	\$1,237.50	
507	6" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	6		\$0.00	\$0.00	\$600.00	\$3,600.00			\$0.00	\$641.85	\$3,851.10	\$620.93	\$3,725.55	\$678.00	\$3,468.00	
508	8" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	5		\$0.00	\$0.00	\$700.00	\$3,500.00			\$0.00	\$816.90	\$4,084.50	\$758.45	\$3,792.25	\$660.00	\$3,300.00	
509	FIRE HYDRANT	EA	4		\$0.00	\$0.00	\$1,300.00	\$5,200.00			\$0.00	\$1,750.50	\$7,002.00	\$1,525.25	\$6,101.00	\$1,265.00	\$5,060.00	
510	CONN. TO EXIST. WATER MAIN (ALL SIZES)	EA	2		\$0.00	\$0.00	\$600.00	\$1,200.00			\$0.00	\$583.50	\$1,167.00	\$591.75	\$1,183.50	\$715.00	\$1,430.00	
511	2" TYPE K SOFT COPPER SERVICE	EA	3		\$0.00	\$0.00	\$1,000.00	\$3,000.00			\$0.00	\$1,167.00	\$3,501.00	\$505.84	\$1,517.51	\$726.00	\$2,178.00	
512	4" DOMESTIC SERVICE	EA	2		\$0.00	\$0.00	\$650.00	\$1,300.00			\$0.00	\$12.84	\$25.68	\$331.42	\$662.84	\$990.00	\$1,980.00	
513	6" FIRE LINE	EA	2		\$0.00	\$0.00	\$750.00	\$1,500.00			\$0.00	\$14.00	\$28.00	\$382.00	\$764.00	\$1,100.00	\$2,200.00	
514	1.5" HERSEY TURBINE METER	EA	3		\$0.00	\$0.00	\$500.00	\$1,500.00			\$0.00	\$2,077.26	\$6,231.78	\$1,288.63	\$3,865.89	\$583.00	\$1,749.00	
515	4" HERSEY COMPOUND METER	EA	2		\$0.00	\$0.00	\$5,000.00	\$10,000.00			\$0.00	\$2,334.00	\$4,668.00	\$3,667.00	\$7,334.00	\$3,010.00	\$6,020.00	
516	6" HERSEY DETECTOR CHECK VALVE W/ER-1 PIT PACK	EA	2		\$0.00	\$0.00	\$4,500.00	\$9,000.00			\$0.00	\$5,251.50	\$10,503.00	\$4,875.75	\$9,751.50	\$8,855.00	\$17,710.00	
517	1.5" DOUBLE CHECK VALVE ASSEMBLY	EA	3		\$0.00	\$0.00	\$255.00	\$765.00			\$0.00	\$1,692.15	\$5,076.45	\$973.58	\$2,920.73	\$412.50	\$1,237.50	
518	17" X 28" PRECAST BOX	EA	6		\$0.00	\$0.00	\$225.00	\$1,350.00			\$0.00	\$350.10	\$1,200.60	\$287.55	\$1,725.30	\$98.00	\$528.00	
519	MV-480-801-5 PRECAST BOX	EA	4		\$0.00	\$0.00	\$4,000.00	\$16,000.00			\$0.00	\$7,002.00	\$28,008.00	\$5,501.00	\$22,004.00	\$2,860.00	\$11,440.00	
520	TRENCH SAFETY FOR CONSTRUCTION	LF	732		\$0.00	\$0.00	\$1.00	\$732.00			\$0.00	\$1.17	\$856.44	\$1.09	\$794.22	\$1.10	\$805.20	
521	WATER TEST	LS	1		\$0.00	\$0.00	\$500.00	\$500.00			\$0.00	\$902.67	\$902.67	\$701.34	\$701.34	\$1,000.00	\$1,000.00	
522	CONCRETE ENCASEMENT	LF	20		\$0.00	\$0.00	\$30.00	\$600.00			\$0.00	\$23.34	\$466.80	\$26.67	\$533.40	\$27.50	\$550.00	
SCHEDULE V SUBTOTAL					NO BID	NO BID	NO BID	\$85,131.00			NO BID		\$103,221.19		\$94,176.09		\$88,493.12	

BID TABULATION - PACKAGE 'D'

PROJECT: ADDISON CIRCLE PHASE IIB
CLIENT: TOWN OF ADDISON

ESTIM. BY: HUITT-ZOLLARS, INC.
JOB NO. 01-1822-50
DATE: 6/10/99

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	TRIDAL LTD		VALLEY CREST		NORTH TEXAS CONTRACTING		GIBSON & ASSOCIATES		POST PROPERTIES		AVERAGE BID		ENGINEER'S ESTIMATE		
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE
SCHEDULE VI - ELECTRICAL IMPROVEMENTS (STREETSCAPE)																		
601	METER SOCKET BASE	EA	1		\$0.00		\$165.00	\$165.00	\$0.00			\$583.50	\$583.50	\$374.25	\$374.25	\$290.00	\$290.00	
602	UNISTRUT FRAME	EA	1		\$0.00		\$3,146.00	\$3,146.00	\$0.00			\$3,337.62	\$3,337.62	\$3,241.81	\$3,241.81	\$500.00	\$500.00	
603	SERVICE GROUND	EA	1		\$0.00		\$193.00	\$193.00	\$0.00			\$408.45	\$408.45	\$300.73	\$300.73	\$89.10	\$89.10	
604	PANELBOARD W/ BREAKERS 120/140 MCB	EA	1		\$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	
605	ENCLOSURE AND CONTACTORS	EA	1		\$0.00		\$2,343.00	\$2,343.00	\$0.00			\$2,485.71	\$2,485.71	\$2,414.36	\$2,414.36	\$990.00	\$990.00	
606	7 DAY TIME CLOCK	EA	1		\$0.00		\$275.00	\$275.00	\$0.00			\$350.10	\$350.10	\$312.55	\$312.55	\$170.50	\$170.50	
607	PHOTO CELL & CONNECTIONS	EA	1		\$0.00		\$182.00	\$182.00	\$0.00			\$192.56	\$192.56	\$187.28	\$187.28	\$236.50	\$236.50	
608	2" GRC ELBOW	EA	60		\$0.00		\$200.00	\$200.00	\$0.00			\$99.20	\$99.20	\$59.60	\$59.60	\$462.00	\$462.00	
609	2" PVC SCH. 40 STREET LIGHT CONDUIT	LF	2350		\$0.00		\$5.50	\$12,925.00	\$0.00			\$17,507.50	\$17,507.50	\$6.48	\$15,216.25	\$3.25	\$7,637.50	
610	HIGH COMPRESSION TAP	LF	81		\$0.00		\$12.00	\$960.00	\$0.00			\$17.29	\$1,400.49	\$14.65	\$1,186.25	\$1.50	\$2,551.50	
611	CONDUCTOR #10 AWG	LF	900		\$0.00		\$1.00	\$900.00	\$0.00			\$1.23	\$1,107.00	\$1.12	\$1,003.50	\$0.27	\$243.00	
612	CONDUCTOR #8 AWG	LF	13500		\$0.00		\$2.00	\$27,000.00	\$0.00			\$2.16	\$29,160.00	\$2.08	\$28,080.00	\$0.39	\$5,283.00	
613	CONDUCTOR #6 AWG	LF	80		\$0.00		\$3.00	\$240.00	\$0.00			\$3.23	\$258.40	\$3.12	\$249.20	\$0.70	\$56.00	
614	CONDUCTOR #2 AWG	LF	120		\$0.00		\$5.00	\$600.00	\$0.00			\$5.66	\$679.20	\$5.33	\$639.60	\$0.95	\$114.00	
615	STREET LIGHT PULL BOX	EA	3		\$0.00		\$413.00	\$1,239.00	\$0.00			\$583.50	\$1,750.50	\$486.25	\$1,494.75	\$214.50	\$643.50	
616	PEDESTRIAN STREET LIGHT FOUNDATION	EA	24		\$0.00		\$682.00	\$16,368.00	\$0.00			\$723.54	\$17,364.96	\$702.77	\$16,866.48	\$396.00	\$9,504.00	
617	BEGA POLE, WITH SINGLE LUMINAIRE AND FIXTURE	EA	20		\$0.00		\$4,189.00	\$83,780.00	\$0.00			\$4,483.94	\$89,678.80	\$4,341.47	\$86,829.40	\$2,460.70	\$49,214.00	
618	BEGA POLE, WITH DOUBLE LUMINAIRE AND FIXTURE	EA	4		\$0.00		\$5,458.00	\$21,832.00	\$0.00			\$5,790.65	\$23,162.60	\$5,624.33	\$22,497.30	\$3,810.00	\$15,240.00	
SCHEDULE VI SUBTOTAL					NO BID		\$175,395.00		NO BID			\$201,414.39		\$188,404.70		\$103,211.46		
SCHEDULE VII - ELECTRICAL IMPROVEMENTS (DUCTS)																		
701	6E6 & 4E2 CONC. ENCASED DUCTBANK	LF	273		\$0.00		\$113.00	\$30,849.00	\$0.00			\$200.01	\$54,602.73	\$156.51	\$42,725.87	\$93.60	\$25,552.80	
702	4E2 CONC. ENCASED DUCTBANK	LF	51		\$0.00		\$64.00	\$3,264.00	\$0.00			\$116.70	\$5,951.70	\$90.35	\$4,607.85	\$50.00	\$2,550.00	
703	4E6 & 4E2 CONC. ENCASED DUCTBANK	LF	47		\$0.00		\$97.00	\$4,559.00	\$0.00			\$143.64	\$6,751.08	\$120.32	\$5,655.04	\$75.00	\$3,525.00	
704	6E6 CONC. ENCASED DUCTBANK	LF	408		\$0.00		\$90.00	\$36,720.00	\$0.00			\$93.36	\$38,090.88	\$91.68	\$37,405.44	\$69.30	\$28,274.40	
705	6E2 & 6E6 CONC. ENCASED DUCTBANK	LF	168		\$0.00		\$132.00	\$22,176.00	\$0.00			\$151.71	\$25,487.28	\$141.86	\$23,831.64	\$140.00	\$23,520.00	
706	TUE STANDARD 3-WAY MANHOLE	EA	2		\$0.00		\$11,670.00	\$23,340.00	\$0.00			\$12,837.00	\$25,674.00	\$12,253.50	\$24,507.00	\$10,230.00	\$20,460.00	
707	CONNECT TO EXISTING SWITCH GEAR	EA	8.0		\$0.00		\$275.00	\$2,200.00	\$0.00			\$983.50	\$4,668.00	\$429.25	\$3,494.00	\$44.00	\$392.00	
708	6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 36"	EA	8.0		\$0.00		\$75.00	\$600.00	\$0.00			\$58.35	\$466.80	\$66.68	\$533.40	\$44.00	\$392.00	
709	3" SCHEDULE 40 CONDUIT	LF	1332.0		\$0.00		\$5.50	\$7,326.00	\$0.00			\$11.67	\$15,544.44	\$9.59	\$11,435.22	\$3.30	\$4,395.60	
710	4" SCHEDULE 40 CONDUIT	LF	120		\$0.00		\$6.00	\$720.00	\$0.00			\$29.18	\$3,501.60	\$17.59	\$2,110.80	\$4.40	\$528.00	
711	FURNISH AND INSTALL SWITCH PAD	EA	1		\$0.00		\$1,650.00	\$1,650.00	\$0.00			\$3,501.00	\$3,501.00	\$2,575.50	\$2,575.50	\$500.00	\$500.00	
SCHEDULE VII SUBTOTAL					NO BID		\$183,404.00		NO BID			\$184,289.51		\$158,821.76		\$121,010.78		

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 CITY, STATE, ZIP	TELEPHONE	PRINT CONTACT NAME
North Texas Contracting, Inc.	P.O. Box 468 Keller, TX 76244	PHONE 817 430-9500 FAX 817 430-9207	Dennis Bailey
RWC ENTERPRISES	310 N. BARNES GARLAND TX 75226	PHONE 972-494-1197 FAX 972-494-5866	LANCE CHARIERE
Post Properties Inc.	15720 Quorum Dr. Addison, TX. 75001	PHONE 972-866-7790 FAX 972-866-6695	MIKE ROBBINS
HAWKINS NURSERY & LANDSCAPE Co.	P.O. Box 800469 DALLAS, TX 75380-0469	PHONE 972-596-5904 FAX 972-964-3790	WM. GARRETT CHERRY.
Hutt-Zohars, Inc	3131 McKinney Ave. Suite 600 Dallas, Tx. 75204	PHONE 214-871-3311 FAX 214-871-0757	DAVID MEYERS Karen Koerth Alison Betz
TOA	5350 BEAT LINE RD 75240	PHONE 972-450-7091 FAX 972-450-7096	Clyde Johnson Tammy Flanda
TOA	SERVICE CENTER	PHONE 972-40-2873 FAX - 2837	nick Murphy
TOA	SERVICE CENTER	PHONE 450-2847 FAX	DAVE WILDF
Town of Addison	P.O. Box 9010 Addison, Tx 75001	PHONE (972) 450-2851 FAX (972) 450-2834	Ron hee
		PHONE FAX	
		PHONE FAX	
		PHONE FAX	

HUITT-ZOLLARS

Huitt-Zollars, 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.

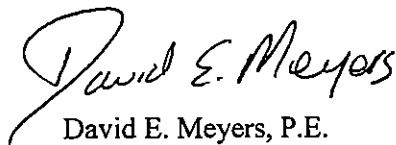
We do not feel that a temporary fire turnaround is necessary for the 4 to 6 month period when Morris Avenue will be a dead end street. In fact, the length for a fire vehicle to back up on Morris Avenue to R-5 is virtually the same as the condition north of Building 3B, where a dead-end fire lane is located 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.


David E. Meyers, P.E.

DEM/em

Enclosure

Cc: Mike Murphy, P.E., Town of Addison
Cindy Harris, Post Properties

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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.

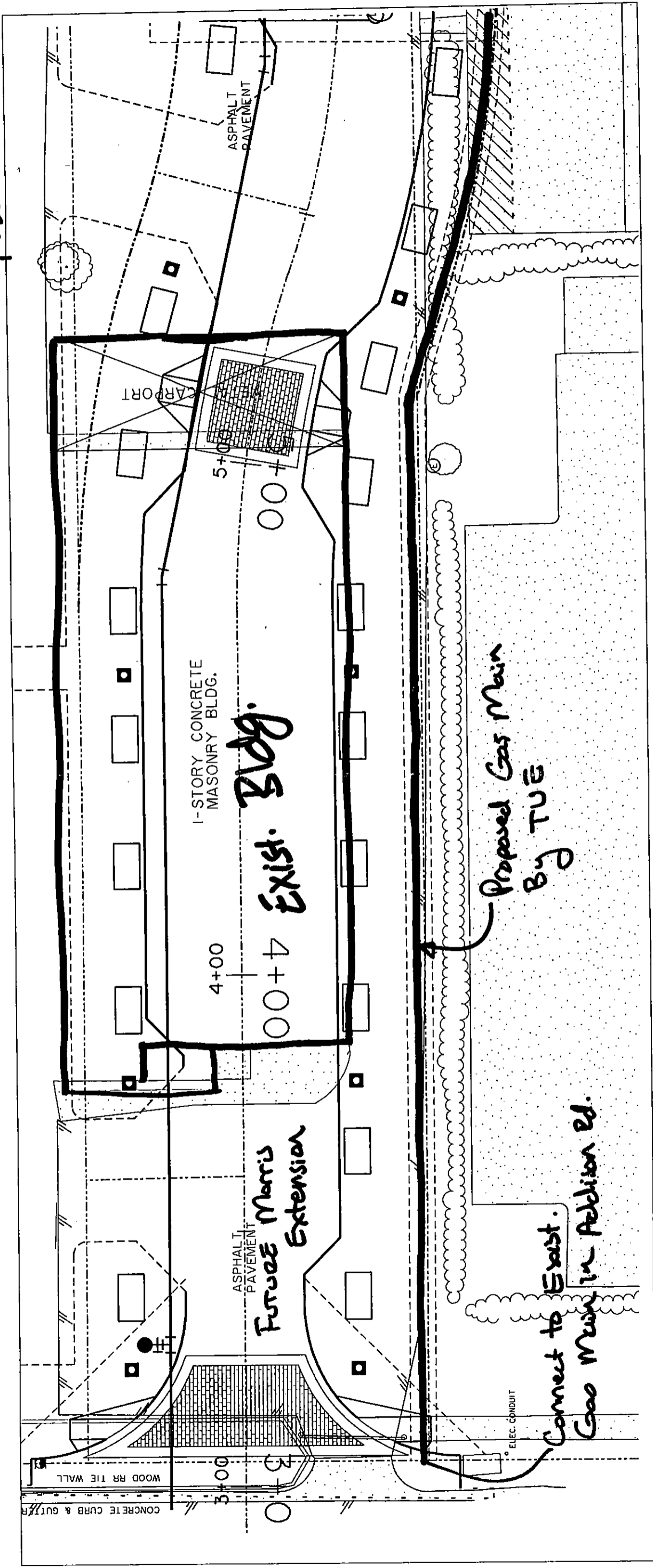
I appreciate your initiative in resolving this issue and look forward to working with you on Phase 3. If you have any further questions, please contact me directly at 972-450-7220.

Sincerely,

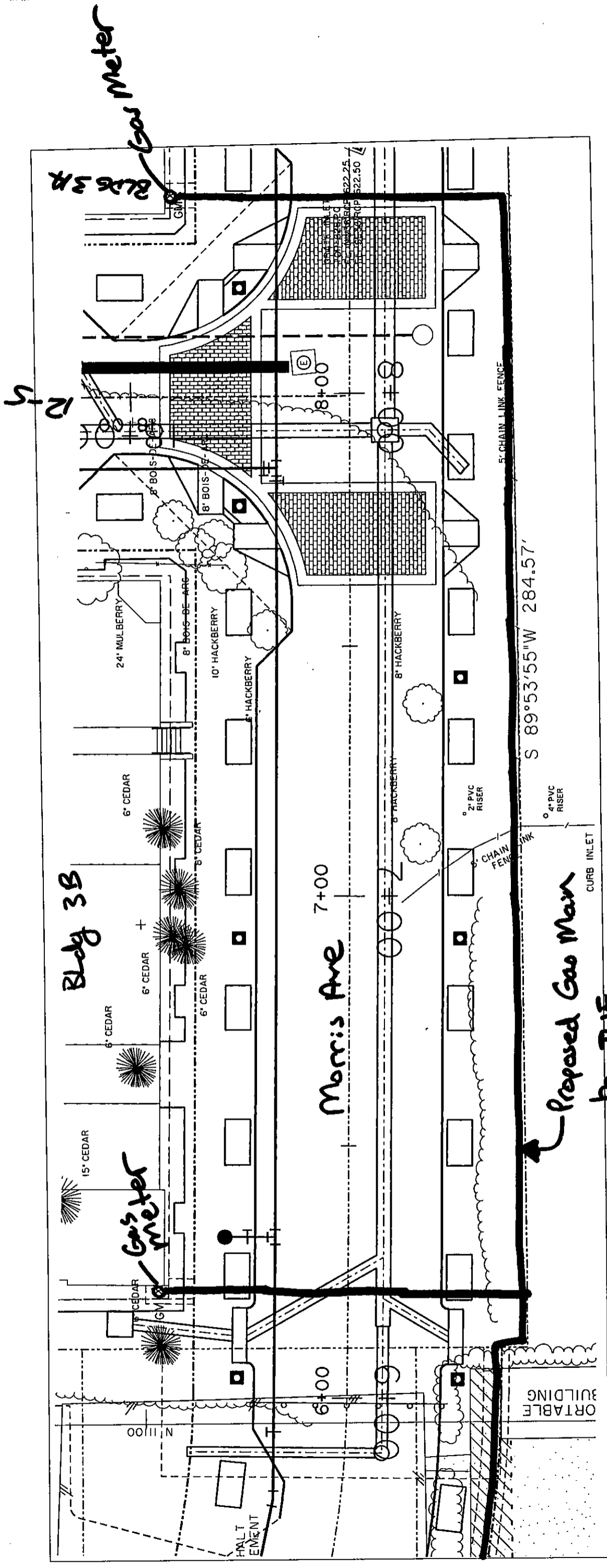
Gordon C. Robbins
Deputy Fire Chief
Addison Fire Department

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

↑ N
1" = 20'



↑ 1"=20'



c:/dgm/auc3base.dgn Apr. 27, 1999 09:03:28

Proposed Gas Main
 by TUE
 (1' inside R.O.W. Line)
 (Easement Centered
 on Main)

HUITT-ZOLLARS, IN
 3131 McKinney Avenue, Suite 600
 DALLAS, TEXAS 75204

Regular Carrier
 LETTER OF TRANSMITTAL

(214) 871-3311

DATE	4/27/99	JOB NO.	01-1822-50
ATTENTION	Mike Murphy		
RE:	Addison Circle Phase 3		

TO Town of Addison
16801 Westgrove Drive
Addison, Tx. 75001

WE ARE SENDING YOU Attached Under separate cover via Carrier the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION
1		2	Proposed Gas Alignment and Easement.

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
 For your use Approved as noted Submit _____ copies for distribution
 As requested Returned for corrections Return _____ corrected prints
 For review and comment _____
 FOR BIDS DUE _____ 19____ PRINTS RETURNED AFTER LOAN TO US

REMARKS

Mike,
 Please review as soon as possible. If you are in agreement with this alignment we will forward to Lone Star Gas so they can prepare construction documents on bid.

Thanks,

COPY TO _____

SIGNED: David Meyers

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/17/2000

PRODUCER
Allied N. America Corp. of Tx
12770 Coit Road, Suite 750
Dallas, TX 75251
(972)455-1400 F:(972)387-8837

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.

INSURED
Gibson & Associates, Inc.
P. O. Box 800579
Balch Springs, Texas 75180

COMPANIES AFFORDING COVERAGE

COMPANY A	St. Paul Fire & Marine Ins Co
COMPANY B	National Union Fire Ins Co
COMPANY C	
COMPANY 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	KK09101152	06/30/00	06/30/01	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	KK09101152-1	06/30/00	06/30/01	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE7396106	06/30/00	06/30/01	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WVK9101304	06/30/00	06/30/01	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> CIPHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Project(s): Addison Circle Phase IIB
Public Infrastructure Paving and Streetscaping

CERTIFICATE HOLDER
Town of Addison / Gaylord Properties, Inc. / Post Properties
P. O. Box 9010 Addison Texas 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 *[Signature]*

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/06/2000

PRODUCER
Allied N. America Corp. of TX
12770 Coit Rd #750
Dallas, TX 75251
(972) 455-1400

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

COMPANY
B St. Paul Fire & Marine Ins Co

COMPANY
C

COMPANY
D

INSURED
Gibson & Associates, Inc.
P. O. Box 800579
Balch Springs, Texas 75180

COVERAGES

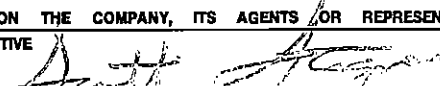
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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	KK09100896	06/30/99	06/30/00	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
					PERSONAL & ADV INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	KK09100896-1	06/30/99	06/30/00	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	KK09100896	06/30/99	06/30/00	EACH OCCURRENCE \$10,000,000
					AGGREGATE \$10,000,000
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WVK9101240	04/15/00	06/30/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER				EL DISEASE - EA EMPLOYEE \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 Project(s): Addison Circle Phase IIB
 Public Infrastructure Paving and Streetscaping

CERTIFICATE HOLDER
 Town of Addison / Gaylord
 Properties, Inc. / Post Properties
 P. O. Box 9010
 Addison Texas 75001 Inc.

CANCELLATION
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AUTHORIZED REPRESENTATIVE 

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

06/29/1999

PRODUCER
 Allied N. America Corp. of TX
 12770 Coit Rd #750
 Dallas, TX 75251
 (972) 455-1400

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COMPANIES AFFORDING COVERAGE

- COMPANY
A St. Paul Guardian Insurance Co
- COMPANY
B TX Workers' Comp Ins Fund
- COMPANY
C
- COMPANY
D

INSURED
 Gibson & Associates, Inc.
 P. O. Box 800579
 Balch Springs, Texas 75180

COVERAGES

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A	GENERAL LIABILITY	KK09100896	06/30/99	06/30/00	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> 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	KK09100896-1	06/30/99	06/30/00	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
A	EXCESS LIABILITY	KK09100896	06/30/99	06/30/00	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$10,000,000
	OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0010030103	04/15/99	04/15/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 500,000
					EL DISEASE - POLICY LIMIT \$ 500,000
					EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project(s): Addison Circle Phase IIB
 Public Infrastructure Paving and Streetscaping

CERTIFICATE HOLDER

Town of Addison / Gaylord
 Properties, Inc. / Post Properties
 P. O. Box 9010 Inc.
 Addison Texas 75001

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AUTHORIZED REPRESENTATIVE

Scott Stagner

Michael Murphy

From: Clyde Johnson
Sent: Wednesday, July 07, 1999 9:10 AM
To: David Meyers (E-mail)
Cc: Michael Murphy
Subject: 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.

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



Proceed-Gibson.doc