

Apple also Rd
8/14/04 to 11/9/04



Archer Western
Contractors

RECEIVED
NOV 09 2004
HNTB CORPORATION
DALLAS, TEXAS

STEVE

I HAVE THE COLOR SAMPLE
AND GUY HAS ASKED FOR
A COST BREAK DOWN ON
THESE ITEMS

Letter: HNTB -18

November 9, 2004

HNTB
5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
Metal Painting System
PCO #24

Dear Guy:

In accordance with conversations with HNTB and the Town of Addison, Archer Western is submitting product and pricing information the following paint systems for the steel parts of Arch, Stinger, T-4 Rail and Pedestrian Rail:

1. Devoe - Devshield 4328 - Without Clear Coat = \$33,357.29
2. Devoe - Devshield 4328 - With Devthane 379UVA Clear Coat = \$47,267.45
3. Tnemec - High Build Epoxoline 66 & Endura-Shield II 1075 W/O Clear Coat = \$69,705.23
4. Tnemec - High Build Epoxoline 66 & Endura-Shield II 1075 W Fluoronar 1076 Clear Coat = \$132,262.60

These prices are minus the Costs for the TxDot System II Paint.

The Paint Product information is enclosed

If you require additional information, please contact Andrew at our field office.

Sincerely,

Andrew Schneemann
Asst. Project Manager

Enclosure

XC: Ben Withered
Don Good
File

**TXDOT SYSTEM II
BID PAINT SYSTEM**



*Industrial and Marine
Coatings*

**TX DOT 810-E
PRIME COAT (SYSTEM II)
B69AVJ002 SIZE CODE 36
B69D210**

PRODUCT INFORMATION	
Product Description	Recommended Uses
<p>Tx DOT 810-E Prime Coat is an epoxy zinc rich primer made to Tx DOT formulation. PROTECTION SYSTEM II Kit consists of one gallon of B69AJ1 and B69VJ1</p>	<p>For use over prepared: Bridges (Steel) New construction and repair</p>
Product Characteristics	Performance Characteristics
<p>Finish: Flat</p> <p>Color: Gray/Green</p> <p>Volume Solids: 58.1% Mixed</p> <p>VOC: Reduced at 1/2 pint per gal 400 g/l</p> <p>Flash Point: 60 °F.</p> <p>Recommended Spreading Rate per coat: Wet mils: 3.5 to 10.0 Dry mils: 1.75 to 5.0 Coverage: 450 sq ft/gal approximate</p> <p>Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.</p> <p>Drying Schedule @ 6.0 mils wet @ 50% RH: @ 77°F To touch: 30 minutes To handle: 2 hours To recoat: 2 hours</p> <p>Drying time is temperature, humidity, and film thickness dependent.</p> <p>Reducer/Clean Up: MEK, Ketones</p> <p>Sweat-in-time: 30 minutes</p> <p>Shelf Life: 12 Months, unopened, at 77°F.</p>	<p>This Product is manufactured to Tx DOT formulation specifications and inspected in our Garland facility.</p>



TX DOT 810-E PRIME COAT (SYSTEM II) B69AVJ002 SIZE CODE 36 B69D210

PRODUCT INFORMATION

RECOMMENDED SYSTEMS

May be applied over properly prepared Steel Bridges, for New construction and repaint. **Protection System II.**

Apply in 2 coats to yield 3.5 to 10.0 mils dft.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to TxDOT Tape Test for additional surface preparation information.

Minimum recommended surface preparation:

TxDOT Class A Blast Clean. Remove visible rust, paint, mill scale, and other forms of contamination. The blasted area shall exhibit a uniform surface appearance when viewed with the unaided eye (20-20 vision). Similar to Near-White Blast Cleaning, SSPC-SP10 OR NACE 2.

COLOR AVAILABILITY/TINTING

Tint: Do not tint

APPLICATION CONDITIONS

Temperature: 40°F minimum, 100°F maximum
(air, surface, and material)

Relative humidity: At least 5°F above dew point
85% maximum

Do not allow product to freeze

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging: 1 gallon base B69AJI
1 gallon hardener B69VJI
1 KEG B69D210
Weight per unit: 63 lb per keg unit B69D210
18.45 lb per box (base/hardener)

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

The systems listed above are representative of the product's use. Other systems may be appropriate.



Industrial and Marine Coatings

**TX DOT 810-E
PRIME COAT (SYSTEM II)
B69AVJ002 SIZE CODE 36
B69D210**

APPLICATION BULLETIN

SURFACE PREPARATION	APPLICATION CONDITIONS
<p>Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion. Refer to TxDOT Tape Test.</p> <p>Minimum recommended surface preparation: TxDOT Class A Blast Clean. Remove visible rust, paint, mill scale, and other forms of contamination. The blasted area shall exhibit a uniform surface appearance when viewed with the unaided eye (20-20 vision). Similar to Near-White Blast Cleaning, SSPC-SP10 OR NACE 2.</p>	<p>Temperature: 40°F minimum, 100°F maximum (air, surface, and material) At least 5°F above dew point</p> <p>Relative humidity: 85% maximum</p> <p>Do not allow to freeze</p>
	<p>APPLICATION EQUIPMENT</p> <p>The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.</p> <p>Reducer/Clean Up: MEK, Ketones</p> <p>Airless Spray</p> <p>Pressure 2000 psi Hose 1/4" ID Tip015"-.019" Filter 80 mesh Reduction as needed, up to 1/2 pint per gallon</p> <p>Conventional Spray</p> <p>Gun Binks 95 Fluid Nozzle 66 Air Nozzle 63PB Atomization Pressure ... 60 psi Fluid Pressure 25 psi Reduction as needed up to 1/2 pint per gallon</p> <p>Brush</p> <p>Brush Natural Bristle Reduction Not recommended</p> <p>Roller</p> <p>Cover 3/8" woven with phenolic core Reduction Not recommended</p> <p>If specific application equipment is listed above, equivalent equipment may be substituted.</p>



*Industrial and Marine
Coatings*

**TX DOT 810-E
PRIME COAT (SYSTEM II)
B69AVJ002 SIZE CODE 36
B69D210**

APPLICATION BULLETIN

Application Procedures	Performance Tips
<p>Surface preparation must be completed as indicated.</p> <p>Mixing Instructions: One complete kit consists of one (two gallon) carton containing the liquid portions and one 3 1/2 gallon bucket containing the zinc dust. Thoroughly mix the liquid portions before pouring them into a suitable clean mixing container. If further thinning is needed, a small amount of MEK or Ketone, combinations thereof or similar approved solvent may be used. Mixing of the liquid portions shall be done at least 30 minutes (induction time) before use. After induction stir the liquids, adding the zinc dust slowly. Continue to stir until all the zinc dust is completely dispersed. Strain before using.</p> <p>Apply paint at the recommended film thickness and spreading rate as indicated below:</p> <p>Recommended Spreading Rate Per Coat: Wet mils: 3.5 to 10.0 Dry mils: 1.75 to 5.0 Coverage: 450 sq ft /gal approximate</p> <p>NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.</p> <p>Drying Schedule @ 6.0 mils wet and 50% RH</p> <p style="text-align: center;">@77°F</p> <p>To touch: 30 minutes To handle: 2 hours To recoat: 2 hours</p> <p>Sweat-In-Time: 30 Minutes</p> <p>Drying time is temperature, humidity, and film thickness</p>	<p>When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.</p> <p>Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness of porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.</p> <p>Refer to Product Information sheet for additional performance characteristics and properties.</p>
Clean Up Instructions	Safety Precautions
<p>Clean spills and spatters immediately with MEK, Ketones. Clean tools immediately after use with MEK, Ketones. Follow manufacturer's safety recommendations when using any solvent.</p>	<p>Refer to the MSDS sheet before use.</p> <p>Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.</p>



Industrial and Marine Coatings

TX DOT 742 H GRAY APPEARANCE COAT

B29AJ1000

PRODUCT INFORMATION	
Product Description	Recommended Uses
<p>742 H GRAY APPEARANCE COAT is a topcoat made to Tx DOT formulation. Can be used for Tx DOT System I or II.</p>	<p>For use over prepared: Bridges (Steel) New construction and repaint.</p>
Product Characteristics	Performance Characteristics
<p>Finish: Flat</p> <p>Color: Gray</p> <p>Volume Solids: 49%</p> <p>VOC Thinned 1/2 pint per gal 450 g/l</p> <p>Recommended Spreading Rate per coat: Wet mils: 4.0 Dry mils: 2.0 Coverage: 400 sq ft/gal approximate</p> <p>Drying Schedule @ 4.0 mils wet @ 50% RH: @ 77°F To touch: 30 minutes To handle: 2 hours</p> <p>Shelf Life: 12 months, unopened, at 77°F</p> <p>Flash Point: 78 °F, PMCC</p> <p>Reducer/Clean Up: Xylene, Mak / Ketones</p>	<p>This product is manufactured to Tx DOT formulation specifications and inspected in our Garland facility</p>



Industrial and Marine Coatings

TX DOT 742 H GRAY APPEARANCE COAT

B29AJ1000

PRODUCT INFORMATION

RECOMMENDED SYSTEMS

Over prepared system I or II
1 coat B29AJ1000 @ 2 mils dft.

Note: System I or II coatings, including field touch-up, should be allowed to cure prior to the application of TX DOT 742 H Gray Appearance Coat in accordance with the following schedule.

77 °F and above	2 days
65 to 77 °F	3 days
55 to 65 °F	4 days
40 to 55 °F	5 days

When cure of previously applied paint is in doubt, the cure can be determined by the following test. Using moderate to heavy pressure, place thumb on paint surface and apply a twisting motion. If the paint film gives or twists with the thumb, the coating is not thoroughly cured.

The systems listed above are representative of the product's use. Other systems may be appropriate.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to TX DOT Tape Test for additional surface preparation information.

COLOR AVAILABILITY/TINTING

Tint: Do not tint

APPLICATION CONDITIONS

Temperature: 40°F minimum, 100°F maximum
(air, surface, and material)
At least 5°F above dew point

Relative humidity: 85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging 5 gallon containers

Weight per container: 57 lbs

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.



Industrial and Marine Coatings

TX DOT 742 H GRAY APPEARANCE COAT

B29AJ1000

APPLICATION BULLETIN

SURFACE PREPARATION	APPLICATION CONDITIONS
<p>Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.</p> <p>Refer to Tx DOT Tape Test for additional surface preparation information.</p>	<p>Temperature: 40°F minimum, 100°F maximum (air, surface, and material) At least 5°F above dew point</p> <p>Relative humidity: 85% maximum</p>
	<h4 data-bbox="917 724 1209 766">APPLICATION EQUIPMENT</h4> <p>The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.</p> <p>Reducer/Clean Up:..... Xylene, MEK or Ketone solvents</p> <p>Airless Spray</p> <p>Pressure 2500 psi</p> <p>Hose 1/4" ID</p> <p>Tip015"</p> <p>Reduction as needed, up to 1/2 pint per gal</p> <p>Brush</p> <p>Brush Natural Bristle</p> <p>Reduction Not recommended</p> <p>Roller</p> <p>Cover 3/8"-1/2" woven with phenolic core</p> <p>Reduction Not recommended</p> <p>If specific application equipment is listed above, equivalent equipment may be substituted.</p> <p>Note: Brush and roller application will require use of a slow Aromatic solvent.</p>



Industrial and Marine Coatings

TX DOT 742 H GRAY APPEARANCE COAT

B29AJ1000

APPLICATION BULLETIN

Application Procedures	Performance Tips								
<p>Surface preparation must be completed as indicated.</p> <p>Mixing Instructions: Mix paint thoroughly by boxing and stirring before use.</p> <p>Apply paint at the recommended film thickness and spreading rate as indicated below:</p> <p>Recommended Spreading Rate per coat: Wet mils: 4.0 Dry mils: 2.0 Coverage: 400 sq ft / gal approximate</p> <p>NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.</p> <p>Drying Schedule @ 8.0 mils wet and 50% RH</p> <p style="text-align: center;">@77°F</p> <p>To touch: 30 minutes To handle: 2 hours</p> <p>Note: System I or II coatings, including field touch-up, should be allowed to cure prior to the application of Tx DOT 742 H Gray Appearance Coat in accordance with the following schedule.</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;">77 °F and above</td> <td style="width: 40%;">2 days</td> </tr> <tr> <td>65 to 77 °F</td> <td>3 days</td> </tr> <tr> <td>55 to 65 °F</td> <td>4 days</td> </tr> <tr> <td>40 to 55 °F</td> <td>5 days</td> </tr> </table> <p>When cure of previously applied paint is in doubt, the cure can be determined by the following test. Using moderate to heavy pressure, place thumb on paint surface and apply a twisting motion. If the paint film gives or twists with the thumb, the coating is not thoroughly cured.</p> <p>Drying time is temperature, humidity, and film thickness dependent.</p>	77 °F and above	2 days	65 to 77 °F	3 days	55 to 65 °F	4 days	40 to 55 °F	5 days	<p>When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.</p> <p>Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness of porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.</p> <p>Refer to Product Information sheet for additional performance characteristics and properties.</p>
77 °F and above	2 days								
65 to 77 °F	3 days								
55 to 65 °F	4 days								
40 to 55 °F	5 days								
Clean Up Instructions	Safety Precautions								
<p>Clean spills and splatters immediately with Xylene, MEK or Ketones. Clean tools immediately after use with Xylene, MEK or Ketones.</p>	<p>Refer to the MSDS sheet before use.</p> <p>Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.</p>								

DEVOE PAINT SYSTEM



ICI Devoe Coatings is a member of the ICI Paints World Group

DEVTHANE™ 379UVA

Clear Aliphatic Urethane Finish

Cat. # 379K0036 Gloss Clear

Cat. # 379K0020 Flat Clear

PRODUCT DESCRIPTION

Generic: Aliphatic Acrylic Urethane

General Description: A high performance, two-component chemically-cured clear aliphatic urethane finish for use in areas where maximum gloss retention is required.

Typical Uses: For use on properly prepared and primed steel, concrete or steel floors, masonry, drywall, plaster, metal, concrete block, galvanized, aluminum, poured concrete, and glazed brick. Ideal for use on exterior or interior structural steel, piping, metal buildings, control cabinetry, conveyors, pumps, storage tanks, motors, machinery, and transportation vehicles. Can also be used in the hard service areas of food processing plants, dairies, schools, restaurants, hospitals, correctional facilities, factories, stadiums, arenas, and amusement parks.

Special Qualifications: Suitable for use on structural surfaces or surfaces where there is a possibility of incidental food contact in commercial food preparation establishments, food processing plants and federally inspected meat and poultry plants. USDA no longer requires or furnishes product certification letters.

FEATURES

Advantages:

- Exceptional gloss retention
- Excellent abrasion and chemical resistance
- Higher solids and higher film build than typical urethane finishes
- VOC compliant urethane
- Easily applied by brush, roller or spray
- Excellent resistance to marring, chipping, and scratching
- Provides added protection to urethane color coats and epoxies where used on floors.
- Gloss Clear contains UV absorber
- Gloss Clear may be used over Devthane 379 Enamel for improved weather resistance
- Performance alternate for Devthane 369 and 4708

Graffiti Resistance: Excellent resistance to most graffiti materials such as spray paint, magic markers and lipstick. Contact your ICI Devoe Coatings Representative for more information on the graffiti removing cleaner to service your needs.

Limitations of Use: Color may change as temperature approaches 250°F (121°C) limit, but the film will remain intact. Not recommended for exterior use over epoxies, alkyds or oil-base paints. Not recommended for interior use over alkyd or oil-base paints. Flat Clear should not be used for graffiti resistance purposes.

SPECIFICATION DATA

Color: Clear

Finish: Gloss – 90 units minimum @ 60°(379K0036). Flat < 30 units maximum @ 85°(379K0020)

Reduction Solvent: T-9 for spray, T-17 for brush or roller.

Clean-up Solvent: T-9 Thinner

Weight/Gallon: 8.5 lbs./gal. (1.01 kg/L)

VOC (EPA 24): 3.0 lbs./gal. (360 g/L)

Solids By Volume: 57%

Theoretical Coverage at 1.0 MIL (25 microns) Dry: 914 sq. ft. (22.4 m²/L)

Recommended Film Thickness: 2.0-3.0 mils (50-75 microns) dry – 4.0-6.0 mils (100-150 microns) wet

Systems: Please consult the appropriate system guide, the particular job specification or your ICI Devoe Coatings' Industrial Coatings Specialist for proper systems using this product. Systems must be selected considering the particular environment involved.

Service Temperature Limits: 250°F (121°C) dry

Minimum Dry Time (ASTM D 1640): At 3 mils (75 microns) DFT

Substrate Temperature	40°F (4°C)	60°F (16°C)	80°F (27°C)
Minimum Recoat	10 Hours	6 Hours	3 Hours
Dry Hard	>32 Hours	24 Hours	16 Hours
Maximum Recoat			
Self	2 Weeks	2 Weeks	2 Weeks

Ventilation, film thickness, humidity, thinning and other factors can influence the rate of dry.

Warning: The above table provides guidelines only. Always consult your ICI Devoe Coatings Specialist for appropriate recoat windows since the maximum aged recoat time of this product may be significantly shortened or lengthened by a variety of conditions, including, but not limited to humidity, surface temperature, and the use of additives or thinners. The use of accelerators or force curing may shorten the aged recoat of individual coatings. The above recoat windows may not apply if recoating with a product other than those listed above. If the maximum aged recoat window is exceeded, please consult your ICI Industrial Coatings Specialist for appropriate recommendations to enhance adhesion. Failure to observe these precautions may result in intercoat delamination.

Shelf Life: Over 24 months at 77°F (25°C) – unopened

Hardness (ASTM D 3363, 7 day cure @ 77°F (25°C): 4H

Mix Ratio By Volume: 4 (base): 1 (converter) – see mixing instructions.

Induction: None required – see mixing instructions.

Pot Life: 4 hours @ 77°F (25°C) & 50% R.H.

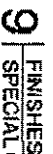
PERFORMANCE DATA

Abrasion Resistance: (ASTM D 4060) – Very Good

Humidity Resistance: (ASTM D 2247) – Very Good



A member of the ICI Paints World Group



FINISHES
SPECIAL COATINGS (9800)

SPECIAL COATINGS (9800)

A member of the ICI Paints World Group



GENERAL SURFACE PREPARATION

All surfaces must be sound, dry, clean, free of oil, grease, dirt, mildew, form release agents, curing compounds, loose and flaking paint and other foreign substances.

Previously Painted Surfaces: May be applied as a protective clear coat to two-component colored polyurethane coatings and epoxies for interior use. Not recommended over alkyd or oil-based paints.

DIRECTIONS FOR USE

Tinting: Do not tint.

Thinning: Thinning is not normally required. However, depending on local VOC and air quality regulations, small amounts (5% or less) of the solvents on the reverse page may be added. Small amounts (5% or less) of Devos Coatings T-17 Thinner will improve roller or brush applications. If local VOC and/or air quality regulations are not an issue, and depending on the individual set-up of the spray equipment, additional thinning may be allowed to obtain the desired individual finish. Contact your local ICI Devos Coatings Representative for additional information.

Mixing: DEVTHANE 379 Enamel is a two-component product supplied in 5 gallon or 1 gallon kits which contain the proper ratio of ingredients. The entire contents of each container must be mixed together. It is important that all mixing equipment is free of moisture and that moisture does not contaminate the coating. Mix the base portion to obtain a smooth, homogeneous condition. After mixing the base portion, add the convert-er slowly with continued agitation. Mix thoroughly. The pot life of the mixed material is 4 hours at 77° (25°C). Higher temperatures will reduce working life of the coating; lower temperatures will increase it.

Application: Apply by airless spray, air spray, roller or brush. For airless spray, any air, electric, or gas operated airless sprayer capable of 3,000 psi (207 bars) and able to support a .011" to .017" tip sizes can be used. Multiple guns and long fluid lines require pumps with adequate capacity. For air spray application, use a Graco #800 gun; a .070" or larger fluid tip. Adjust fluid and air pressure to get a good spray pattern.

Note: Be sure all spray equipment and fluid lines are clean,

and free of water or solvents. For brush application, use good quality, dry, clean brushes. For roller application use new, short nap mohair rollers. Do not apply over wet surfaces or under very humid conditions where condensation or fog could settle on the coating during the cure process.

Spreading Rate: For maximum protection in corrosive areas, apply at 335 sq. ft. per gallon (8.2 m²/L) or 3.0 mils (75 microns) dry-4.8 mils (120 microns) wet. In mild to moderate exposures, apply at 500 sq. ft. per gallon (12.25 m²/L) or 2.0 mils (50 microns) dry-3.2 mils (80 microns) wet. Make allowance for any losses due to overspray or surface irregularities.

Dry Time: At 80°F (27°C) & 50% R.H., dries to recoat in 3 hours and dries hard in 16-24 hours.

Clean-up: Use T-9 Thinner.

Cure Acceleration: Devthane Cure Accelerator 070A0000 may be used to accelerate cure of this urethane at or below 40°F (5°C). 070A0000 is prepackaged (5 fluid ounces in a one-half pint container) for field addition. The addition of one to two ounces per gallon of urethane (one to two containers per five gallons of urethane) will decrease the dry hard time approximately one-third to one-half respectively. The pot life will be reduced one-half to three-fourths.

Ultra-Violet Light Absorbers (UVA): Devthane Ultra-Violet Light Absorber 080A0000 is already contained in Devthane 379 Clear Gloss. Additional Gloss Retention Enhancer is not required nor desired. Devthane Gloss Retention Enhancer is not recommended in Devthane 379 Clear Flat.

PRECAUTIONS

For industrial use only. Keep out of reach of children. Consult Material Safety Data Sheets appropriate for this product for important health and safety information prior to use.

	COMPONENT	HEALTH	FLAMMABILITY	REACTIVITY
HMIS DATA	379 BASE 379BXXXX	2*	3	1
	379 CONVERTER 379C0010	3*	3	2

* Indicates possible chronic health hazard

SHIPPING

Freight Classification: Paint, 3, PG III, UN1263 (Flammable Liquid)
Flash Point: 80°F (27°C)
Packaging: 1 gallon kit (3.785L) 5 gallon kit (18.925L)
0.80 gallon base 4.0 gallon base
0.20 gallon converter 1.0 gallon converter

Shipping Weight: 4 - 1 gallon kits - 40 lbs. (18.2 kg)
5 gallon kit - 49 lbs. (22 kg)

379K0036/379K0020 (8/98)
Ad Stock #68577A



Cleveland,
Ohio, U.S.A.
800-654-2616
www.devoscoatings.com

ICI Devos Coatings is a member of the ICI Paints World Group

LIMITATION OF LIABILITY: To the best of our knowledge, the technical data contained herein are true and accurate at the date of issuance but are subject to change without prior notice. We guarantee our product to conform to the specifications contained herein. WE MAKE NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Liability, if any, is limited to replacement of the product or refund of the purchase price. LABOR OR COST OF LABOR AND OTHER CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED.



ICI Devoe Coatings is a member of the ICI Paints World Group

DEVSHIELD™ 4328

Interior/Exterior Alkyd Urethane
Gloss Enamel

Cat. # 4328-XXXX

PRODUCT DESCRIPTION

Generic: Alkyd-Urethane

General Description: A premium quality interior/exterior alkyd-urethane gloss enamel for use on wood or above grade concrete porches or floors not laid directly on damp or water bearing surfaces. May be used on interior or exterior above grade surfaces. Also good for wood-work, radiators, ornamental iron, boat docks, fire escapes, etc. Features good resistance to abrasion, oils and washing.

Special Qualifications: Suitable for use on structural surfaces or surfaces where there is a possibility of incidental food contact in commercial food preparation establishments, food processing plants and federally inspected meat and poultry plants. USDA no longer requires or furnishes product certification letters.

FEATURES

Advantages:

- Durable high gloss finish
- Interior or exterior usage
- Excellent flow and leveling
- Easy application - brush, roll or spray
- Ready for use the day after application
- Resists marring, weathering and water spotting
- Performance alternate for Federal Specifications TT-E-487E, TT-E-489H, TT-E-506K, and TT-E-505A.

Limitations of Use: Not for use in highly alkaline or chemical areas.

SPECIFICATION DATA

Color: White, custom & ready-mix colors

Finish: Gloss, 70 units minimum @ 60°

Clean-up Solvent: Mineral Spirits or VM&P Naphtha

Weight/Gallon: 10.0 lbs./gal. (1.20 kg/L) - varies with color

VOC: 3.21 lbs./gal. (385 g/L) - varies with color

Solids By Volume: 51% ± 1% - varies with color

Theoretical Coverage at 1.0 Mil Dry: 818 sq. ft./gal. (20 m²/L)

Practical Coverage: Apply at 400-500 sq. ft./gal. (10-12 m²/L). Actual coverage may vary depending on substrate and application method.

Recommended Film Thickness: 1.6-2.0 mils (40-50 microns) dry - 3.2-4.0 mils (80-100 microns) wet

Systems: Please consult the appropriate system guide, the particular job specification or your ICI Devoe Coatings' Industrial Coatings Specialist for proper systems using this product. Systems must be selected considering the particular environment involved.

Service Temperature Limit: 200°F (93°C) in air

Flame Spread Rating: Class A (0-25) over non-combustible surfaces

Flash Point: 105°F (41°C)

Dry Time @ 77°F (25°C) & 50% RH:

To touch - 6 hours

To recoat or light foot traffic - 16 hours

Warning: The above table provides general guidelines only. Always consult your ICI Devoe Coatings Specialist for appropriate recoat windows since the maximum aged recoat time of this product may be significantly shortened or lengthened by a variety of conditions, including, but not limited to humidity, surface temperature, and the use of additives or thinners. The use of accelerators or force curing may shorten the aged recoat of individual coatings. The above recoat windows may not apply if recoating with a product other than those listed above. If the maximum aged recoat window is exceeded, please consult your ICI Industrial Coatings Specialist for appropriate recommendations to enhance adhesion. Failure to observe these precautions may result in intercoat delamination.

Shelf Life: 1 year minimum - unopened

PERFORMANCE DATA

PROPERTY	TEST METHOD	RESULTS
Adhesion	ASTM D 3359	Excellent: 5A No peeling or removal
Direct Impact Resistance	ASTM D 2794	Good: > 10 in - lbs.
Abrasion Resistance	ASTM D 4080	Good

DANGER! COMBUSTIBLE. HARMFUL OR FATAL IF SWALLOWED. Read label and Material Safety Data Sheet Prior to Use. See other sections on last page.



ICI DEVOE COATINGS
A member of the ICI Paints World Group

9 FINISHES
SPECIAL COATINGS (9800)

09800

9 FINISHES
SPECIAL COATINGS (9800)

ICI DEVOE COATINGS
A member of the ICI Paints World Group



GENERAL SURFACE PREPARATION

All surfaces must be sound, dry, clean and free of oil, grease, dirt, mildew, form release agents, curing compounds, loose and flaking paint and other foreign substances.

New Surfaces: Concrete (concrete floors) and Masonry - Do not use on floors subject to dampness from the ground. Cure at least 30 days before painting. pH must be 10.0 or lower. Roughen unusually slick poured or precast concrete by acid etching or sandsweeping. Follow acid manufacturer's application and safety instructions. Rinse thoroughly with water and allow to dry. Remove loose aggregate. Prime properly prepared concrete floors less than one year old with solventborne primer DEVSHIELD 4130. **Wood** - Prime with this product. **Steel** - Prime with solventborne metal primer DEVSHIELD

4130. Galvanized Metal and Aluminum - Prime with solventborne metal primer DEVGUARD™ 4120.

Previously Painted Surfaces: Wash to remove contaminants. Rinse thoroughly with water and allow to dry. Dull glossy areas by light sanding. Remove sanding dust. Remove loose paint. Scrub heavy chalk exterior areas and overhead areas such as eaves with soap and water. All existing mildew must be removed by washing with a solution of 16 oz. (473 mL) liquid household bleach and two oz. (59 mL) non-ammoniated liquid detergent per gallon (3.785 L) of water. Rinse surfaces clean with water and allow to dry for 24 hours. Prime bare areas with primer specified under New Surfaces.

DIRECTIONS FOR USE

Tinting: Tint the appropriate base with ICI Colorants.

Spreading Rate: Apply at 400-500 sq. ft./gal. (10-12 m²/L) or 3.2-4.0 mils wet (1.6-2.0 mils dry). Actual coverage may vary depending on substrate and application method. For best hiding, tint primers toward finish coat color. Certain shades of yellow, orange, pink and red may require multiple coats.

IMPORTANT: Alkyd or alkyd urethane enamels may yellow in time in the absence of light, especially sunlight.

Application: Mix thoroughly before use. May be applied by spray, roll or brush. Brushing and rolling may require multiple coats to achieve correct film thickness and/or hiding. No thinning required. For airless spray use a .015" tip. Adjust pressure

as needed. Do not apply when surface or air temperature is below 40°F (4°C). Two coats are suggested for best results. Surfaces coated with this product may become slippery when wet. For additional slip resistance in areas of pedestrian traffic, add one pound per gallon of coarse pumice or other texturing material.

Drying Time: At 77°F (25°C) & 50% R.H., dries to touch in six hours, to light foot traffic and recoat in 16 hours. Low temperature, high humidity, thick films or poor ventilation will increase these times.

Clean-up: Clean immediately with mineral spirits or VM&P Naphtha.

PRECAUTIONS

DANGER! COMBUSTIBLE LIQUID AND VAPOR. HARMFUL OR FATAL IF SWALLOWED. ASPIRATION HAZARD - CAN ENTER LUNGS AND CAUSE DAMAGE. HARMFUL IF INHALED. MAY CAUSE CENTRAL NERVOUS SYSTEM EFFECTS, INCLUDING DIZZINESS, HEADACHE OR NAUSEA. CAUSES EYE, SKIN AND RESPIRATORY TRACT IRRITATION. OVEREXPOSURE MAY CAUSE LIVER, KIDNEY DAMAGE. WHEN TINTED, CONTAINS ETHYLENE GLYCOL WHICH CAN CAUSE SEVERE KIDNEY DAMAGE WHEN INGESTED AND HAS BEEN SHOWN TO CAUSE BIRTH DEFECTS IN LABORATORY ANIMALS. USE ONLY WITH ADEQUATE VENTILATION. KEEP OUT OF THE REACH OF CHILDREN. NOTICE: Products in this series may contain solvents. Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal. For emergency information call (800) 545-2643. For additional safety information, refer to the Material Safety Data Sheet for this product. Keep away from heat, sparks and flame. Do not smoke. Vapors may ignite. Extinguish all flames, burners, stoves, heaters and pilot lights and disconnect all electrical motors and appliances before use and until all vapors are gone. If sanding is done, wear a dust mask to avoid breathing of sanding dust. Do not breathe vapors or spray mist. If you experience eye watering, headaches, or dizziness, leave the area. If properly used, a respirator may offer additional protection. Obtain professional advice before using. Close container after each use. **FIRST AID:** In case of skin contact, wash off quickly with plenty of soap and water, remove contaminated clothing. For eye contact flush immediately with large amounts of water, for at least 15 minutes. Obtain emergency medical treatment. If swallowed, obtain medical treatment immediately. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs, get medical help. Note: These warnings encompass the product series. Prior to use, read and follow product specific MSDS and label information.

SHIPPING

Freight Classification: Paint
Flash Point: 105°F (41°C)
Packaging: 1 gallon (3.785L)
5 gallons (18.925L)

Shipping Weight: 4 gallon case - 44 lbs. (20.0 kg)
5 gallon pail - 54 lbs. (24.5 kg)

4928-XXXX (12/99)
Ad Stock #58618A



Cleveland,
Ohio, U.S.A.
800-854-2616
www.devcocoatings.com

LIMITATION OF LIABILITY: To the best of our knowledge, the technical data contained herein are true and accurate at the date of issuance but are subject to change without prior notice. We guarantee our product to conform to the specifications contained herein. WE MAKE NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Liability, if any, is limited to replacement of the product or refund of the purchase price. LABOR OR COST OF LABOR AND OTHER CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED.



ICI Devoe Coatings is a member of the ICI Paints World Group

DEVSHIELD™ 4130

Rust Penetrating Metal Primer

Cat. # 4130-6130

PRODUCT DESCRIPTION

Generic: Modified Epoxy

General Description: A high performance, modified epoxy, rust inhibitive, metal primer. Provides excellent corrosion protection and rusty metal adhesion far superior to alkyd primers. Light gray color permits good coverage with one finish coat. Use under alkyd, latex or modified epoxy finishes. Also makes an excellent alkali resistant masonry bonding primer.

Typical Uses: Ideal for structural steel, tanks, piping and equipment.

Special Qualifications: Suitable for use on structural surfaces or surfaces where there is a possibility of incidental food contact in commercial food preparation establishments, food processing plants and federally inspected meat and poultry plants. USDA no longer requires or furnishes product certification letters.

SPECIFICATION DATA

Color: Light Gray

Finish: Flat

Clean-up Solvent: Xylene

Weight/Gallon: 11.1 lbs./gal. (1.33 kg/L)

VOC: 3.50 lbs./gal. (420 g/L) maximum

Solids By Volume: 47% ± 1%

Theoretical Coverage at 1.0 Mil Dry: 754 sq. ft./gal. (19 m²/L)

Practical Coverage: Apply at 285-400 sq. ft./gal. (7-10 m²/L). Actual coverage may vary depending on substrate and application method.

Recommended Film Thickness: 2.2-3.5 mils (55-88 microns) dry - 5.0-8.0 mils (125-200 microns) wet

Systems: Please consult the appropriate system guide, the particular job specification or your ICI Devoe Coatings' Industrial Coatings Specialist for proper systems using this product. Systems must be selected considering the particular environment involved.

Service Temperature Limit: 225°F (107°C) in air

Flame Spread Rating: Class A (0-25) over non-combustible surfaces

Flash Point: Over 102°F (39°C)

Dry Time @ 77°F (25°C) & 50% RH:

To touch - 6 hours

To recoat - Overnight

Warning: The above table provides general guidelines only. Always consult your ICI Devoe Coatings Specialist for appropriate recoat windows since the maximum aged recoat time of this product may be significantly shortened or lengthened by a variety of conditions, including, but not limited to humidity, surface temperature, and the use of additives or thinners. The use of accelerators or force curing may shorten the aged recoat of individual coatings. The above recoat windows may not apply if recoating with a product other than those listed above. If the maximum aged recoat window is exceeded, please consult your ICI Industrial Coatings Specialist for appropriate recommendations to enhance adhesion. Failure to observe these precautions may result in intercoat delamination.

Shelf Life: 1 year minimum - unopened

FEATURES

Advantages:

- Excellent corrosion resistance
- Good penetration of surfaces that cannot be well cleaned
- Ideal for old, rusty galvanized metal surfaces
- Excellent alkali resistant bonding primer for masonry
- Helps block efflorescence
- Performance alternate for Federal Specifications TT-C-530B, TT-P-615D, and TT-P-645B

PERFORMANCE DATA

PROPERTY

Adhesion
Pencil Hardness
Flexibility
Humidity/Corrosion Resistance

TEST METHOD

ASTM D 4541
ASTM D 3363
ASTM D 522, Method B, 1/8"
ASTM D 4585, 3000 hours

RESULTS

600 psi
H
No cracking or flaking
No blistering or delamination of the film, slight rust staining at scribe



A member of the ICI Paints World Group

FINISHES SPECIAL COATINGS (9800)

WARNING: DANGEROUS! COMBUSTIBLE, HARMFUL OR FATAL IF SWALLOWED. Read label and Material Safety Data Sheet Prior to Use. See other cautions on last page. DSF2-0790

FINISHES SPECIAL COATINGS (9800)

ICI DEVOE COATINGS A member of the ICI Paints World Group



GENERAL SURFACE PREPARATION

All surfaces must be sound, dry, clean and free of oil, grease, dirt, mildew, form release agents, curing compounds, loose and flaking paint and other foreign substances.

New Surfaces: Steel - Best results are obtained over a surface sandblasted to a Commercial Blast (SSPC-SP6). Performance over hand or power-tool cleaned surfaces is dependent on the degree of cleaning. **Old Galvanized Metal** - Old rusty, galvanized metal surfaces must be wire brushed and scraped to remove loose rust and primed with this paint. **Concrete, Plaster and Masonry** - Cure at least 30 days before painting. pH must be 10.0 or lower. Remove laitance and roughen unusually slick

poured or precast concrete by acid etching or sand-sweeping. Follow acid manufacturer's application and safety instructions. Rinse thoroughly with water and allow to dry. Remove loose aggregate. Prime with this paint.

Previously Painted Surfaces: All spots failed by rusting, peeling, blistering, etc. shall be wire brushed and scraped to remove all loose or loosely adhering material. Spot prime bare areas. For optimum performance in more corrosive areas, entire surface should be abrasive blast cleaned.

DIRECTIONS FOR USE

Tinting: May be tinted with up to two oz./gal. of ICI Colorants.

Spreading Rate: Apply at 285-400 sq. ft./gal. (7-10 m²/L) or 5.0-8.0 mils wet (2.2-3.5 mils dry). Actual coverage may vary depending on substrate and application method.

Application: May be applied by brush, roll or spray. Apply liberally. For airless spray, use a .015" tip. Adjust pressure as needed. No thinning required. Do not apply

in damp weather or when the surface or air temperature is below or expected to be below 40°F (4°C). Brushing and rolling may require multiple coats to achieve correct film thickness and/or hiding.

Drying Time: At 77°F (25°C) and 50% R.H., dries to touch in six hours and to recoat overnight. Low temperature, high humidity, thick films or poor ventilation will increase these times.

Clean-up: Clean immediately with xylene.

PRECAUTIONS

DANGER! COMBUSTIBLE LIQUID AND VAPOR. HARMFUL OR FATAL IF SWALLOWED. ASPIRATION HAZARD - CAN ENTER LUNGS AND CAUSE DAMAGE. HARMFUL IF INHALED. MAY CAUSE CENTRAL NERVOUS SYSTEM EFFECTS, INCLUDING DIZZINESS, HEADACHE OR NAUSEA. CAUSES EYE, SKIN AND RESPIRATORY TRACT IRRITATION. OVEREXPOSURE MAY CAUSE LIVER, KIDNEY DAMAGE. CONTAINS CRYSTALLINE SILICA WHICH CAN CAUSE LUNG CANCER AND OTHER LUNG DAMAGE IF INHALED. CONTAINS MICA WHICH CAN CAUSE PNEUMOCONIOSIS. WHEN TINTED, CONTAINS ETHYLENE GLYCOL WHICH CAN CAUSE SEVERE KIDNEY DAMAGE WHEN INGESTED AND HAS BEEN SHOWN TO CAUSE BIRTH DEFECTS IN LABORATORY ANIMALS. USE ONLY WITH ADEQUATE VENTILATION. KEEP OUT OF THE REACH OF CHILDREN. NOTICE: Products in this series contain solvents. Reports have associated repeated and prolonged occupational overexposure to solvents with permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents may be harmful or fatal. For emergency information call (800) 545-2643. Keep away from heat, sparks and flame. Do not smoke. Vapors may ignite. Extinguish all flames, burners, stoves, heaters and pilot lights and disconnect all electrical motors and appliances before use and until all vapors are gone. If sanding is done, wear a dust mask to avoid breathing of sanding dust. Do not breathe vapors or spray mist. If you experience eye watering, headaches, or dizziness, leave the area. If properly used, a respirator may offer additional protection. Obtain professional advice before using. Close container after each use. **FIRST AID: In case of skin contact, wash off quickly with plenty of soap and water, remove contaminated clothing. For eye contact flush immediately with large amounts of water, for at least 15 minutes. Obtain emergency medical treatment. If swallowed, obtain medical treatment immediately. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs, get medical help. Note: These warnings encompass the product series. Prior to use, read and follow product-specific MSDS and label information.**

SHIPPING

Freight Classification: Paint
Flash Point: Over 102°F (39°C)
Packaging: 1 gallon kit (3.785L)
5 gallons (18.925L)

Shipping Weight: 4 gallon case - 48 lbs. (21.8 kg)
5 gallon pail - 59 lbs. (26.8 kg)

4130-6130 (12/99)
Ad Stock #69807A



Cleveland,
Ohio, U.S.A.
800-654-2618
www.devcocoatings.com

LIMITATION OF LIABILITY: To the best of our knowledge, the technical data contained herein are true and accurate at the date of issuance but are subject to change without prior notice. We guarantee our product to conform to the specifications contained herein. WE MAKE NO OTHER WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Liability, if any, is limited to replacement of the product or refund of the purchase price. LABOR OR COST OF LABOR AND OTHER CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED.

TNEMEC PAINT SYSTEM

Fluoronar[®] Clear SERIES 1076

PRODUCT PROFILE

GENERIC DESCRIPTION	Advanced Thermoset Solution Fluoropolymer Clear
COMMON USAGE	An exterior clear fluoropolymer finish coat especially designed to enhance the exterior weatherability of Fluoronar and HydroFlon. Fluoronar Clear has outstanding resistance to ultra-violet light providing extended color and gloss retention. An indicator dye is provided to aid in application.
COLOR	Clear. Note: 44-500 will change the appearance to a violet tint during application. After a period of up to 72 hours of sunlight exposure, appearance will be clear.
FINISH	High gloss
PERFORMANCE CRITERIA	Extensive test data available. Contact your Tnemec representative for specific test results.

COATING SYSTEM

BASE COATS	Series 700, 1070, 1078. Note: Series 1076 should be applied within 14 days of a Series 700, 1070 or 1078 application.
------------	--

SURFACE PREPARATION

	Prepare surfaces by method suitable for exposure and service. (See Base Coat Product Data Sheet for surface preparation recommendations.)
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS	56.7 ± 2.0% (mixed)			
RECOMMENDED DFT	1.5 to 2.0 mils (40 to 50 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.			
CURING TIME	Temperature	To Touch	To Handle	Minimum Recoat*
	75°F (24°C)	1½ hours	6-8 hours	24 hours
	* Maximum recoat: 7 days. Curing time varies with surface temperature, air movement, humidity and film thickness.			
VOLATILE ORGANIC COMPOUNDS	Unthinned	Thinned 5%		
	3.18 lbs/gallon (381 grams/litre)	3.37 lbs/gallon (404 grams/litre)		
THEORETICAL COVERAGE	910 mil sq ft/gal (22.3 m ² /L at 25 microns). See APPLICATION for coverage rates.			
NUMBER OF COMPONENTS	Two: Part A and Part B			
MIXING RATIO	By volume: Four (Part A) to one (Part B)			
PACKAGING	Small Kit Consists of a partially filled one-gallon can of Part A, a quart can of Part B and a foil package containing a vial of 44-500. When mixed yields one gallon (3.79L).			
NET WEIGHT PER GALLON	9.26 ± 0.25 lbs (4.20 ± .11 kg) (mixed)			
STORAGE TEMPERATURE	Minimum 20°F (-7°C)		Maximum 110°F (43°C)	
TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C)		Intermittent 275°F (135°C)	
SHELF LIFE	12 months at recommended storage temperature.			
FLASH POINT - SETA	Part A: 80°F (27°C)		Part B: 130°F (54°C)	
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.			

Published technical data and instructions are subject to change without notice. The online catalog at www.tnemec.com should be referenced for the most current technical data and instructions or you may contact your Tnemec representative for current technical data and instructions.

© March 2004, by Tnemec Company, Inc.

1076



SERIES 1076 Fluoronar[®] Clear

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	2.0 (50)	3.5 (90)	449 (41.7)
Minimum	1.5 (40)	2.5 (65)	599 (55.6)
Maximum	2.0 (50)	3.5 (90)	449 (41.7)

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

MIXING

Small Kit: Add contents of the vial of 44-500 to Part A while under agitation. Mix thoroughly. Add contents of the quart can marked Part B to the mixture of Parts A and 44-500 while under agitation. Continue agitation until all components are thoroughly mixed. **Important:** Mixing ratio is four (Part A) to one (Part B) by volume.

Do not use mixed material beyond pot life limits. **Caution:** Part B is moisture-sensitive and will react with atmospheric moisture. Unused material must be kept tightly closed at all times.

POT LIFE

4 hours at 77°F (25°C) unthinned 5 hours at 77°F (25°C) thinned

THINNING

For air spray, thin up to 5% or ¼ pint (190 mL) per gallon with No. 2 Thinner. For roller, thin 3% to 5% or ¼ pint (190 mL) per gallon with No. 2 Thinner. Thinning is required for proper application. **Caution:** Do not add thinner if more than thirty (30) minutes have elapsed after mixing.

SURFACE TEMPERATURE

Minimum 40°F (4°C) Maximum 120°F (49°C)

The surface should be dry and at least 5°F (3°C) above the dew point.

Cure time necessary to resist direct contact with moisture at surface temperature:

60°F (16°C): 6 hours 70°F (21°C): 3 hours 80°F (27°C): 2 hours

90°F (32°C): 1 hour 100°F (38°C): 30 minutes

If the coating is exposed to moisture before the preceding cure parameters are met, dull, flat or spotty-appearing areas may develop. Actual times will vary with air movement, film thickness and humidity.

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss MBC	E	78	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-90 psi (5.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use 1/4" (6.4 mm) synthetic nap cover. Do not use medium or long nap roller covers.

Brush: Use high quality natural or synthetic bristle brushes.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defect in condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general guide to the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating. FOR INDUSTRIAL USE ONLY.

Endura-Shield® II SERIES 1075

PRODUCT PROFILE

GENERIC DESCRIPTION	Aliphatic Acrylic Polyurethane
COMMON USAGE	A coating highly resistant to abrasion, wet conditions, corrosive fumes and exterior weathering. High build quality combines with project specific primers for two-coat, labor saving systems. Fast curing options are available; see Curing Time below. Product has some applications as a direct to metal finish. Contact your Tnemec representative for more details. NOT FOR IMMERSION SERVICE.
COLORS	Refer to Tnemec Color Guide. Note: Certain colors may require multiple coats depending on method of application and finish coat color. When feasible, the preceding coat should be in the same color family, but noticeably different.
FINISH	Semi-gloss
SPECIAL QUALIFICATIONS	Note: Series 1075 meets California's SCAQMD, Rule 1113 definition for "Rust Preventative Coating" when used for metal surfaces only or for "Essential Public Service." Series 1075 also meets the requirements of SSPC-36 Paint Standard.
PERFORMANCE CRITERIA	Contact your Tnemec representative for specific test results.

COATING SYSTEM

PRIMERS*	<p>Steel: Series 20, FC20, 27, 66, N66, N69, 91-H₂O, 90-97, 104, 135, N140, 161, 530</p> <p>Galvanized Steel and Non-Ferrous Metal: Series 66, N69, 161</p> <p>Concrete: Series 66, N69, 84, 104, 161</p> <p>CMU: 54-660, 130. Intermediate coat required.</p> <p>Note: Before topcoating with Series 1075, Series 530 exterior exposed more than 24 hours must first be scarified or receive an intermediate coat of Tnemec polyamide epoxy. Also, Series N68 exterior exposed for 21 days or Series N69, 104, N140 or 161 exterior exposed more than two months must first be scarified or reprimed with themselves. Blasting with fine abrasive is the preferred method of scarification.</p>
TOPCOATS	Series 76, optional when extended weatherability is desired.

SURFACE PREPARATION

ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.
--------------	--

TECHNICAL DATA

VOLUME SOLIDS*	75 ± 2.0% (mixed)			
RECOMMENDED DFT	2.0 to 5.0 mils (50 to 125 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.			
CURING TIME	Temperature	To Touch	To Handle	To Recoat
	75°F (24°C)	1 hour	6 hours	8 hours
	To resist moisture condensation: 6 hours. Curing time varies with surface temperature, air movement, humidity and film thickness. Note: For faster curing and low-temperature applications, add No. 44-710 Urethane Accelerator; see separate product data sheet. Contact Tnemec Technical Services for force curing times and temperatures.			
VOLATILE ORGANIC COMPOUNDS*	Unthinned	No. 39 Thinner (Maximum 15%)	No. 42 Thinner (Maximum 15%)	No. 48 Thinner (Maximum 15%)
	1.84 lbs/gallon (220 grams/litre)	2.42 lbs/gallon (290 grams/litre)	2.48 lbs/gallon (297 grams/litre)	2.55 lbs/gallon (305 grams/litre)
THEORETICAL COVERAGE*	1.203 mil sq ft/gal (29.5 m ² /L at 25 microns). See APPLICATION for coverage rates.			
NUMBER OF COMPONENTS	Two: Part A and Part B			
MIXING RATIO	By volume: Eight (Part A) to one (Part B)			
PACKAGING	<p>Three Gallon Kit: Consists of a partially-filled five-gallon can of Part A and a partially-filled half-gallon can of Part B. When mixed, yields three gallons (11.4L).</p> <p>One Gallon Kit: Consists of a partially-filled one-gallon can labeled Part A and a partially-filled pint can labeled Part B. When mixed, yields one gallon (3.79L).</p>			
NET WEIGHT PER GALLON*	12.75 ± 0.25 lbs (5.80 ± .11 kg)			
STORAGE TEMPERATURE	Minimum 20°F (-7°C)		Maximum 110°F (43°C)	
TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C)		Intermittent 275°F (135°C)	

Published technical data and instructions are subject to change without notice. The online catalog at www.tnemec.com should be referenced for the most current technical data and instructions or you may contact your Tnemec representative for current technical data and instructions.

© September 2002, by Tnemec Company, Inc.

1075

SERIES 10/5 Endura-Shield® II

TECHNICAL DATA continued

FLASH POINT - SETA Part A: 95°F (35°C) Part B: 135°F (57°C)
SHelf LIFE 12 months at recommended storage temperature.
HEALTH & SAFETY This product contains chemical ingredients which are considered hazardous. Read container label warning and material safety data sheet for important health and safety information prior to the use of this product. **Keep out of the reach of children.**

APPLICATION

COVERAGE RATES*

	Conventional Build (Spray, Brush or Roller)			High-Build (Spray Only)		
	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m ² /Gal)	Dry Mills (Microns)	Wet Mills (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	2.5 (65)	3.5 (90)	481 (44.7)	4.0 (100)	5.5 (140)	301 (28.0)
Minimum	2.0 (50)	3.0 (75)	602 (55.9)	3.0 (75)	4.0 (100)	401 (37.3)
Maximum	3.0 (75)	4.0 (100)	401 (37.3)	5.0 (125)	6.5 (165)	241 (22.4)

Note: Can be spray applied at 3.0 to 5.0 mills (75 to 125 microns) DFT per coat when extra protection or the elimination of a coat is desired. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. **Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.**

MIXING

Stir contents of the container marked Part A, making sure no pigment remains on the bottom. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. When used with 44-710 Urethane Accelerator, first blend 44-710 into Part A under agitation; continue as above. Do not use mixed material beyond pot life limits. **Caution:** Part B is moisture-sensitive and will react with atmospheric moisture. Unused material must be kept tightly closed at all times.

POT LIFE

1½ hours at 77°F (25°C) unthinned 2 hours at 77°F (25°C) thinned

THINNING

For air or airless spray, thin up to 15% or 1/4 pints (570 mL) per gallon with No. 42 Thinner if temperatures are below 80°F (27°C), use No. 48 Thinner for temperatures above 80°F (27°C). For brush and roller, thin 15% or 1/4 pints (570 mL) per gallon with No. 39 Thinner. **Note:** Thinning is required for proper application. **Caution:** Do not add thinner if more than 30 minutes have elapsed after mixing.

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 120°F (49°C)
 The surface should be dry and at least 5°F (3°C) above the dew point. If coating is exposed to moisture before the applicable cure parameters are met, dull, flat or spotty appearing areas may develop. Actual cure time will vary with air movement, film thickness and humidity.

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss MBC	E	78	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-90 psi (5.2-6.2 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.009"-0.013" (230-330 microns)	3000-3500 psi (207-241 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	100 mesh (150 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use 1/4" (6.4 mm) synthetic nap cover. Do not use medium or long nap roller covers.

Two coats are required to obtain dry film thickness above 3.0 mills (75 microns).

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

Two coats are required to obtain recommended film thickness above 3.0 mills (75 microns).

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or MEK.

* Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc.

THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The Buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose or long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating. **FOR INDUSTRIAL USE ONLY.**

Hi-Build Epoxoline SERIES 66

PRODUCT PROFILE

GENERIC DESCRIPTION	Polyamide Epoxy
COMMON USAGE	Industry standard for epoxy coatings for over 30 years. Known for its forgiving application characteristics in adverse and varied conditions, and for benchmark performance.
COLORS	Refer to Tnemec Color Guide. Note: Epoxies chalk with extended exposure to sunlight and may yellow on aging. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may accelerate any potential yellowing.
FINISH	Satin
SPECIAL QUALIFICATIONS	Meets the performance requirements of AWWA C 210 (not for potable water contact). Contact your Tnemec representative for system recommendations.
PERFORMANCE CRITERIA	Extensive test data available. Contact your Tnemec representative for specific test results.

COATING SYSTEM

PRIMERS	Steel: Self-priming or Series 20, 37H, N69, 90, 91-H ₂ O, 161, 530 Galvanized Steel and Non-Ferrous Metal: Self-priming Concrete: Self-priming, 54-660, 201, 216, 218 CMU: 54-562, 54-660, 130, 216, 218 Drywall: 51-792 for dry interior environments
TOPCOATS	46H-413, 66, N69, 73, 84, 104, 113, 114, 161, 175, 262, 265, 291, 1074, 1075 Refer to COLORS on applicable topcoat data sheets for additional information.

SURFACE PREPARATION

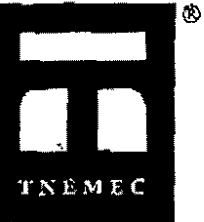
STEEL	Immersion Service: SSPC-SP10 Near-White Blast Cleaning Non-Immersion Service: SSPC-SP6 Commercial Blast Cleaning
PRIMED STEEL	Immersion Service: Scarify the Series 66 prime coat surface by abrasive-blasting with a fine abrasive before topcoating if: (a) the 66 prime coat has been in exterior exposure for 60 days or longer and 66, 46H-413, N69 or 161 is the specified topcoat; (b) the 66 prime coat has been in exterior exposure for 14 days or longer and Series 104 is the specified topcoat; (c) the 66 prime coat has been in exterior exposure for 7 days or longer and Series 262 or 265 is the specified topcoat.
GALVANIZED STEEL & NON-FERROUS METAL	Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Tnemec representative or Tnemec Technical Services.
CAST/DUCTILE IRON	Contact your Tnemec representative or Tnemec Technical Services.
CONCRETE	Allow new concrete to cure 28 days. Abrasive blast referencing SSPC-SP13/NACE 6 Surface Preparation of Concrete and Tnemec's Surface Preparation and Application Guide.
CMU	Allow mortar to cure for 28 days. Level protrusions and mortar spatter.
PAINTED SURFACES	Non-Immersion Service: Ask your Tnemec representative for specific recommendations.
ALL SURFACES	Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

VOLUME SOLIDS*	56.0 ± 2.0% (mixed)				
RECOMMENDED DFT	2.0 to 6.0 mils (50 to 150 microns) per coat. Note: Number of coats and thickness requirements will vary with substrate, application method and exposure. Contact your Tnemec representative.				
CURING TIME	Temperature	To Touch	To Handle	To Recoat	Immersion
	75°F (24°C)	3 hours	10 hours	12 hours	7 days
	Curing time varies with surface temperature, air movement, humidity and film thickness.				
VOLATILE ORGANIC COMPOUNDS*	Unthinned	Thinned 5%		Thinned 10%	
	3.04 lbs/gallon	3.22 lbs/gallon		3.39 lbs/gallon	
	(364 grams/litre)	(385 grams/litre)		(406 grams/litre)	
THEORETICAL COVERAGE*	898 ml sq ft/gal (22.0 m ² /L at 25 microns). See APPLICATION for coverage rates.				
NUMBER OF COMPONENTS	Two: Part A and Part B				
PACKAGING	5 gallon (18.9L) pails and 1 gallon (3.79L) cans — Order in multiples of 2.				
NET WEIGHT PER GALLON*	12.50 ± 0.25 lbs (5.67 ± .11 kg) (mixed)				
STORAGE TEMPERATURE	Minimum 20°F (-7°C)		Maximum 110°F (43°C)		

Published technical data and instructions are subject to change without notice. The online catalog at www.tnemec.com should be referenced for the most current technical data and instructions.

© June 2003, by Tnemec Company, Inc.



SERIES 66 Hi-Build Epoxoline

TECHNICAL DATA continued

TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C) Intermittent 275°F (135°C)
SHelf LIFE	Part A: 24 months; Part B: 12 months at recommended storage temperature.
FLASH POINT - SETA	Part A: 82°F (28°C) Part B: 64°F (18°C)
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.

APPLICATION

COVERAGE RATES*

	Dry Mil (Microns)	Wet Mil (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	4.0 (100)	7.0 (180)	225 (20.9)
Minimum	2.0 (50)	3.5 (90)	450 (41.8)
Maximum	6.0 (150)	10.5 (265)	150 (13.9)

Note: The above reflects the total range to which Series 66 can be applied for specific applications. To insure the proper thickness and number of coats is specified for certain substrates and exposures, consult the Tnemec Guide Specifications and/or contact your Tnemec representative. **Note:** Roller or brush application may require two or more coats to obtain recommended film thickness. Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

MIXING Power mix contents of each container, making sure no pigment remains on the bottom. Pour a measured amount of Part B into a clean container large enough to hold both components. Add an equal volume of Part A to Part B while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. **Note:** Both components should be above 50°F (10°C) prior to mixing. For application to surfaces between 50°F to 60°F (10°C to 16°C), allow mixed material to stand thirty (30) minutes and stir before using. For optimum application properties, blended components should be above 60°F (16°C). Mixing ratio is one to one by volume.

POT LIFE 20 hours at 50°F (10°C) 10 hours at 77°F (25°C) 4 hours at 100°F (38°C)

THINNING Use No. 4 Thinner. For air spray, thin up to 10% or ¼ pint (380 mL) per gallon. For airless spray, roller or brush, thin up to 5% or ¼ pint (190 mL) per gallon.

SURFACE TEMPERATURE Minimum 50°F (10°C) Maximum 155°F (57°C) The surface should be dry and at least 5°F (3°C) above the dew point. Coating will not cure below minimum surface temperature.

APPLICATION EQUIPMENT

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
DeVilbiss MBC or TGA	E	765 or 78	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	75-100 psi (5.2-6.9 bar)	10-20 psi (0.7-1.4 bar)

Low temperatures or longer hoses require higher pot pressure.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.015"-0.019" (380-485 microns)	1800-3000 psi (124-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Note: Application over inorganic zinc-rich primers: Apply a wet mist coat and allow tiny bubbles to form. When bubbles disappear in 1 to 2 minutes, apply a full wet coat at specified mil thickness.

Roller: Roller application optional when environmental restrictions do not allow spraying. Use 3/8" or 1/2" (9.5 mm or 12.7 mm) synthetic nap covers.

Brush: Recommended for small areas only. Use high quality natural or synthetic bristle brushes.

CLEANUP Flush and clean all equipment immediately after use with the recommended thinner or MEK.

*Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc.

THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the customer remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedure. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating. FOR INDUSTRIAL USE ONLY.

Tname-Zinc 90-97

PRODUCT PROFILE

GENERIC DESCRIPTION	Aromatic Urethane, Zinc-Rich
COMMON USAGE	An advanced technology, two-component, moisture-cured, zinc-rich primer providing extraordinary performance. It's user friendly and rapid curing so that chemical- and corrosion-resistant topcoats can be applied the "same-day." Also used for field touch-up of inorganic zinc coating. Application methods include "dry-fall" under certain conditions (see Application).
ZINC DUST CONTENT	83% by weight in dried film
COLOR	90-97 Reddish-gray
SPECIAL QUALIFICATIONS	90-97 Tname-Zinc uses a zinc dust which meets the requirements of ASTM D 520 Type III and contains less than .002% lead. This level qualifies it to be classed as "non-lead" (less than 0.06% lead by weight) as defined in Part 1303 of the Consumer Product Safety Act Regulations. Conforms to SSPC Paint 20, Type II.
PERFORMANCE CRITERIA	Extensive test data available. Contact your Tnamec representative for specific test results.

COATING SYSTEM

TOPCOATS	Series 6, 26, 27, 46H-413, 66, N69, 73, 84, 104, 113, 114, 161, 175, 1074, 1075
	Note: Certain topcoat colors may not provide one-coat hiding depending on method of application. Contact your Tnamec representative.

SURFACE PREPARATION

Severe Exposure: SSPC-SP10 Near-White Blast Cleaning.
Moderate Exposure: SSPC-SP6 Commercial Blast Cleaning.

TECHNICAL DATA

VOLUME SOLIDS	63.0 ± 2.0% (mixed)		
RECOMMENDED DFT	2.5 to 3.5 mils (65 to 90 microns) per coat.		
CURING TIME	Temperature*	To Handle	To Recoat
Without 44-710	75°F (24°C)	1 hour	4 hours
	65°F (18°C)	1½ hours	5 hours
	55°F (11°C)	2 hours	6 hours
	45°F (7°C)	2½ hours	7 hours
	35°F (2°C)	3 hours	8 hours
	* 50% relative humidity. Curing time will vary with surface temperature, humidity and film thickness.		
With 44-710	Reference the 44-710 Urethane Accelerator product data sheet.		
VOLATILE ORGANIC COMPOUNDS	Unthinned	Thinned 2.5%	Thinned 10%
	2.67 lbs/gallon (320 grams/litre)	2.78 lbs/gallon (333 grams/litre)	3.09 lbs/gallon (370 grams/litre)
THEORETICAL COVERAGE	1,011 mil sq ft/gal (24.8 m ² /L at 25 microns). See APPLICATION for coverage rates.		
NUMBER OF COMPONENTS	Two: Part A and Part B		
PACKAGING	Four-Gallon and One-Gallon Kits: Consist of one premeasured container of liquid (Part A) and one premeasured container of powder (Part B). When mixed, yields four gallons (15.1L) or one gallon (3.79L).		
NET WEIGHT PER GALLON	23.94 ± 0.60 lbs (10.86 ± .27 kg)		
STORAGE TEMPERATURE	Minimum 20°F (-7°C)	Maximum 110°F (43°C)	
TEMPERATURE RESISTANCE	(Dry) Continuous 250°F (121°C)	Intermittent 300°F (149°C)	
SHelf LIFE	Part A: 12 months at recommended storage temperature. Part B: 24 months at recommended storage temperature.		
FLASH POINT - SETA	Part A: 78°F (26°C)	Part B: NA	
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.		

90-97 Tneme-Zinc

APPLICATION

CAUTION! Dry overspray can be wiped or washed from most surfaces. Satisfactory dry-fall performance depends upon height of work, weather conditions and equipment adjustment. Low temperature is of particular concern. Test for each application as follows: Spray from 15 to 25 feet towards paint container. The material then should readily wipe off. **Note:** Heat can fuse-dry overspray to surfaces. Always clean dry overspray from hot surfaces before fusing occurs. Be aware that surface temperatures can be higher than air temperature.

COVERAGE RATES

	Dry Mil (Microns)	Wet Mil (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	3.0 (75)	5.0 (125)	337 (31.3)
Minimum	2.5 (65)	4.0 (100)	404 (37.5)
Maximum	3.5 (90)	5.5 (140)	289 (26.9)

Allow for overspray and surface irregularities. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance.

MIXING

Always use the entire contents of A and B components. Use an air-driven power mixer and keep material under constant agitation while mixing. Slowly sift powder (Part B) into liquid (Part A). **-Do Not Reverse This Procedure-** Adjust mixer speed to break up lumps and mix until the two components are thoroughly blended. Strain through a 35 to 50 mesh (300 to 600 microns) screen before using. For spray application, keep under low RPM agitation to prevent settling. For brush or roller application, stir frequently to prevent settling. Do not use mixed material beyond pot life limits.

POT LIFE

8 hours at 77°F (25°C) and 50% R.H.
Caution: This product cures with moisture acting as a catalyst. Incorporation of moisture or moisture laden air (humidity) during use will shorten pot life. Avoid continual agitation at high RPM. When feasible keep containers of mixed material covered during use.

THINNING

For spray, thin up to 10% or ¼ pint (380 mL) per gallon with No. 2 Thinner if temperatures are below 80°F (27°C). Thin up to 10% or ¼ pint (380 mL) per gallon with No. 3 Thinner if temperatures are above 80°F (27°C). For brush or roller, thin up to 10% or ¼ pint (380 mL) with No. 3 Thinner. Do not thin more than 2.5% when air pollution regulations limit the atmospheric discharge of volatile organic compounds (VOC) in coatings to a maximum of 340 grams/litre (2.80 lbs/gal).

SURFACE TEMPERATURE

Minimum 35°F (2°C) Maximum 120°F (49°C) Maximum for Brush & Roller 100°F (38°C)
The surface should be dry and at least 5°F (3°C) above the dew point.

APPLICATION EQUIPMENT

Note: When finish coats are white or light colors, best hiding of this dark color primer can be achieved by spray application; or when roller applied, by using ¼" nap covers.

Air Spray

Gun	Fluid Tip	Air Cap	Air Hose ID	Mat'l Hose ID	Atomizing Pressure	Pot Pressure
Binks No. 18 or 62 *	66	63 PB	5/16" or 3/8" (7.9 or 9.5 mm)	3/8" or 1/2" (9.5 or 12.7 mm)	40-50 psi (2.8-3.4 bar)	10-20 psi (0.7-1.4 bar)

* (with heavy mastic spring) Low temperatures or longer hoses will require additional pressure. Use pressure pot equipped with an agitator and keep pressure pot at same level or higher than the spray gun. Compressed air must be dry.

Airless Spray

Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
0.017"-0.021" (430-535 microns) Reversible Tip	2400-3000 psi (165-207 bar)	¾" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions. Keep material agitated to prevent settling.

Roller: Use a 1/4" or 3/8" (6.4 mm or 9.5 mm) synthetic nap cover. Stir material frequently or keep under agitation to prevent settling.
Brush: Use high quality natural or synthetic bristle brushes.

CLEANUP

Flush and clean all equipment immediately after use with the recommended thinner or xylene.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tneme Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tneme Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tneme Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tneme is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tneme Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating. FOR INDUSTRIAL USE ONLY.



Archer Western
Contractors

November 9, 2004

Letter: HNTB -10

5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen


RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
PCO 6 - Cement Stabilized Sand for TXU Conduit
PCO 13 - Isolation Valve On 8" Waterline
PCO 23 - Steel casing Encasement

Dear Guy:

Please find the attached PCO 6,13,23.

If you require additional information, please contact me at our field office.

Sincerely,



Andrew Schneemann
Asst. Project Manager

Enclosures

XC: Don Good
File

PCO 6
13
23

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: HNTB
5910 W Plano Parkway
Plano, TX 75093

ATTENTION: Guy Van Baulen

DATE: November 9, 2004

PROJECT: Town of Addison

PROJECT NO.: 204059

PCO No. 23

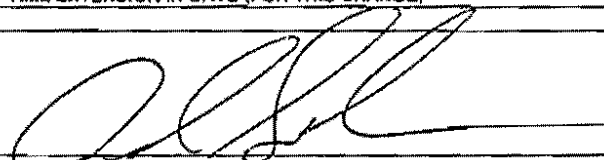
Description: Encase 24" Steel Casing with Flowfill - 295 LF

A	TOTAL MATERIAL COST	\$	<u>3,577.40</u>
B	TOTAL LABOR COST (Labor & Burden)	\$	<u>-</u>
C	TOTAL EQUIPMENT COST	\$	<u>-</u>
SUBTOTAL			<u>\$3,577.40</u>

E	SUBCONTRACTOR COST	\$	<u>-</u>
SUBTOTAL			<u>\$0.00</u>

G	TOTAL DIRECT JOB COST		<u>\$3,577.40</u>
H	BOND & INSURANCE AT 2 %		<u>\$73.55</u>

TOTAL CHANGE PROPOSAL COST		<u>\$3,750.95</u>
TIME EXTENSION IN DAYS (FOR THIS CHANGE)		<u>.</u>


 Archer Western

11/9/04
 Date

Approval

MATERIAL

Town of Addison

204059

November 9, 2004

ITEM OF WORK: Encase 24" Steel Casing with Flowfill - 295 LF

MATERIAL	UNIT	EST. QTY.	UNIT PRICE	TOTAL
Flowfill	CY	44	\$ 70.70	\$ 3,110.80
Brick Dobs	EA	207	\$ 0.42	\$ 86.94

MINUS ANY DISCOUNTS ON MATERIAL INVOICES

SUBTOTAL MATERIAL COST \$ 3,197.74

COMPENSATION (SUBTOTAL MTL. COST AT 15%) \$ 479.66

TOTAL MATERIAL COST \$ 3,677.40

TOTAL COST OF ADDED ITEM

UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ 83.58

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO:	<u>HNTB</u>	DATE:	<u>September 30, 2004</u>
	<u>5910 W Plano Parkway</u>	PROJECT:	<u>Town of Addison</u>
	<u>Plano, TX 75093</u>	PROJECT NO.:	<u>204059</u>
ATTENTION:	<u>Guy Van Baulen</u>	PCO No.	<u>13</u>

Description: Install Isolation Valve on 8" Waterline

A	TOTAL MATERIAL COST	\$	<u>667.70</u>
B	TOTAL LABOR COST (Labor & Burden)	\$	<u>191.95</u>
C	TOTAL EQUIPMENT COST	\$	<u>59.89</u>

SUBTOTAL			<u>\$919.55</u>
----------	--	--	-----------------

E	SUBCONTRACTOR COST	\$	<u>-</u>
---	--------------------	----	----------

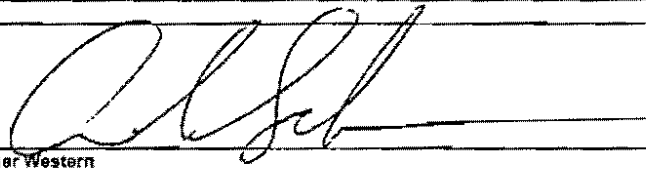
SUBTOTAL			<u>\$0.00</u>
----------	--	--	---------------

G	TOTAL DIRECT JOB COST		<u>\$919.55</u>
---	-----------------------	--	-----------------

H	BOND & INSURANCE AT 2 %		<u>\$18.39</u>
---	-------------------------	--	----------------

TOTAL CHANGE PROPOSAL COST			<u>\$937.94</u>
----------------------------	--	--	-----------------

TIME EXTENSION IN DAYS (FOR THIS CHANGE)


 Archer Western

11/4/04
 Date

Approval

LABOR

Town of Addison

204059

September 30, 2004

ITEM OF WORK: Install Isolation Valve on 8" Waterline

LABOR	HOURLY RATE	APPX HRS.	TOTAL
	\$ -		\$ -
Pipe Foreman	\$ 25.84	2	\$ 51.68
Operator	\$ 22.40	2	\$ 44.80
Skilled Laborer	\$ 17.61	4	\$ 70.44
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

8

SUBTOTAL BURDEN LABOR COSTS	\$	166.92
BURDEN BASED ON TXDOT 9.4 (55%)		
CONTRACTORS MARKUP (15%)	\$	25.04
TOTAL LABOR COSTS	\$	191.96

Work Description:

MATERIAL

Town of Addison

204059

September 30, 2004

ITEM OF WORK: Install Isolation Valve on 8" Waterline

MATERIAL	UNIT	EST. QTY.	UNIT PRICE	TOTAL
8" MJ Gate Valve	EA	1	\$ 460.00	\$ 460.00
Riser Stack	EA	1	\$ 30.00	\$ 30.00
Megalugs	EA	2	\$ 39.50	\$ 79.00
6" Riser Pipe	LF	3	\$ 3.87	\$ 11.61

MINUS ANY DISCOUNTS ON MATERIAL INVOICES

SUBTOTAL MATERIAL COST \$ 580.61

COMPENSATION (SUBTOTAL MTL. COST AT 15%) \$ 87.09

TOTAL MATERIAL COST \$ 667.70

TOTAL COST OF ADDED ITEM

UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ 667.70

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

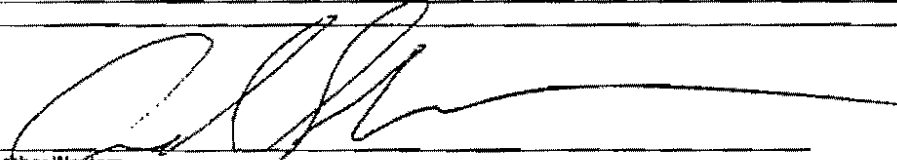
TO: HNTB
5910 W Plano Parkway
Plano, TX 75093
 ATTENTION: Guy Van Baulen

DATE: November 9, 2004
 PROJECT: Town of Addison
 PROJECT NO.: 204059
 PCO No. 6

Description: Furnish 2 sack cement stabilized sand for cushion sand

A	TOTAL MATERIAL COST	\$	<u>7,687.75</u>
B	TOTAL LABOR COST (Labor & Burden)	\$	<u>-</u>
C	TOTAL EQUIPMENT COST	\$	<u>-</u>
SUBTOTAL			<u>\$7,687.75</u>
E	SUBCONTRACTOR COST	\$	<u>-</u>
SUBTOTAL			<u>\$0.00</u>
G	TOTAL DIRECT JOB COST		<u>\$7,687.75</u>
H	BOND & INSURANCE AT 2 %		<u>\$153.76</u>

TOTAL CHANGE PROPOSAL COST		<u>\$7,841.51</u>
UNIT COST	250 TN	<u>\$31.37</u>
TIME EXTENSION IN DAYS (FOR THIS CHANGE)		


 Archer Western

11/9/04
 Date

Approval _____

MATERIAL

Town of Addison

204059

November 9, 2004

ITEM OF WORK: Furnish 2 sack cement stabilized sand for cushion sand

MATERIAL	UNIT	EST. QTY.	UNIT PRICE	TOTAL
1.5 Sack Cement Sand	TN	250	\$ 31.80	\$ 7,950.00
Cushion Sand	TN	250	\$ (5.06)	\$ (1,265.00)

MINUS ANY DISCOUNTS ON MATERIAL INVOICES

SUBTOTAL MATERIAL COST \$ 6,685.00

COMPENSATION (SUBTOTAL MTL. COST AT 15%) \$ 1,002.75

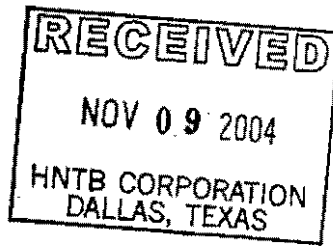
TOTAL MATERIAL COST \$ 7,687.75

TOTAL COST OF ADDED ITEM

UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ 30.75



Archer Western
Contractors



November 9, 2004

Letter: HNTB -10

5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
PCO 6 - Cement Stabilized Sand for TXU Conduit
PCO 13 - Isolation Valve On 8" Waterline
PCO 23 - Steel casing Encasement

Dear Guy:

Please find the attached PCO 6,13,23.

If you require additional information, please contact me at our field office.

Sincerely,



Andrew Schneemann
Asst. Project Manager

Enclosures

XC: Don Good
File

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

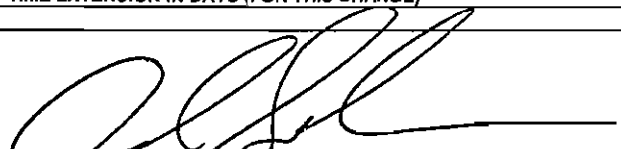
TO:	HNTB	DATE:	November 9, 2004
	5910 W Plano Parkway Plano, TX 75093		PROJECT:
ATTENTION:	Guy Van Baulen	PROJECT NO.:	204059
		PCO No.	23
Description:	Encase 24" Steel Casing with Flowfill - 295 LF		

A	TOTAL MATERIAL COST	\$ 3,677.40	
B	TOTAL LABOR COST (Labor & Burden)	\$ -	
C	TOTAL EQUIPMENT COST	\$ -	
SUBTOTAL			\$3,677.40

E	SUBCONTRACTOR COST	\$ -	
SUBTOTAL			\$0.00

G	TOTAL DIRECT JOB COST		\$3,677.40
H	BOND & INSURANCE AT 2 %		\$73.55

TOTAL CHANGE PROPOSAL COST	\$3,750.95
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	



 Archer Western

 Approval

11/9/04

 Date

MATERIAL

Town of Addison

204059

November 9, 2004

ITEM OF WORK: Encase 24" Steel Casing with Flowfill - 295 LF

MATERIAL	UNIT	EST. QTY.	UNIT PRICE	TOTAL
Flowfill	CY	44	\$ 70.70	\$ 3,110.80
Brick Dobs	EA	207	\$ 0.42	\$ 86.94

MINUS ANY DISCOUNTS ON MATERIAL INVOICES

SUBTOTAL MATERIAL COST \$ 3,197.74

COMPENSATION (SUBTOTAL MTL. COST AT 15%) \$ 479.66

TOTAL MATERIAL COST \$ 3,677.40

TOTAL COST OF ADDED ITEM

UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ 83.58

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: HNTB
5910 W Plano Parkway
Plano, TX 75093

DATE: September 30, 2004
PROJECT: Town of Addison
PROJECT NO.: 204059
PCO No. 13

ATTENTION: Guy Van Baulen

Description: Install Isolation Valve on 8" Waterline

A	TOTAL MATERIAL COST	\$	667.70
B	TOTAL LABOR COST (Labor & Burden)	\$	191.96
C	TOTAL EQUIPMENT COST	\$	59.89

SUBTOTAL \$919.55

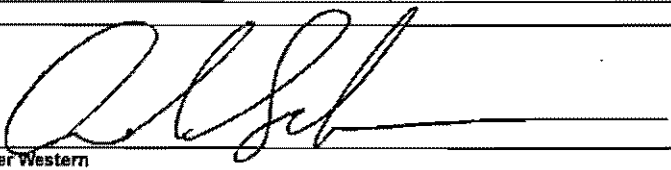
E SUBCONTRACTOR COST \$

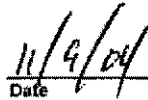
SUBTOTAL \$0.00

G TOTAL DIRECT JOB COST \$919.55

H BOND & INSURANCE AT 2 % \$18.39

TOTAL CHANGE PROPOSAL COST	\$937.94
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	


Archer Western


Date

Approval

EQUIPMENT

Town of Addison

September 30, 2004

204059 ITEM OF WORK: Install Isolation Valve on 8" Waterline

EQUIPMENT DESCRIPTION	HOURLY RATE*	APPX HRS.	TOTAL
			\$ -
Cat 430 Backhoe	\$ 26.04	2	\$ 52.08
			\$ -
			\$ -

SUBTOTAL EQUIPMENT COST \$ 52.08
 COMPENSATION (SUBTOTAL EQUIPMENT COST AT 15%) \$ 7.81
 TOTAL EQUIPMENT COST \$ 59.89

* HOURLY RATE=(Contractor's Equipment Cost Guide - Combined Owner & Repair Expenses Monthly Rate / 176)

Work Description:

LABOR

Town of Addison

204059

September 30, 2004

ITEM OF WORK: Install Isolation Valve on 8" Waterline

LABOR	HOURLY RATE	APPX HRS.	TOTAL
	\$ -		\$ -
Pipe Foreman	\$ 25.84	2	\$ 51.68
Operator	\$ 22.40	2	\$ 44.80
Skilled Laborer	\$ 17.61	4	\$ 70.44
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

8

SUBTOTAL BURDEN LABOR COSTS	\$	166.92
BURDEN BASED ON TXDOT 9.4 (55%)		
CONTRACTORS MARKUP (15%)	\$	25.04
TOTAL LABOR COSTS	\$	191.96

Work Description:

MATERIAL

Town of Addison

204059

September 30, 2004

ITEM OF WORK: Install Isolation Valve on 8" Waterline

MATERIAL	UNIT	EST. QTY.	UNIT PRICE	TOTAL
8" MJ Gate Valve	EA	1	\$ 460.00	\$ 460.00
Riser Stack	EA	1	\$ 30.00	\$ 30.00
Megalugs	EA	2	\$ 39.50	\$ 79.00
6" Riser Pipe	LF	3	\$ 3.87	\$ 11.61

MINUS ANY DISCOUNTS ON MATERIAL INVOICES

SUBTOTAL MATERIAL COST \$ 580.61

COMPENSATION (SUBTOTAL MTL. COST AT 15%) \$ 87.09

TOTAL MATERIAL COST \$ 667.70

TOTAL COST OF ADDED ITEM

UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ 667.70

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO:	<u>HNTB</u> <u>5910 W Plano Parkway</u> <u>Plano, TX 75093</u>	DATE:	<u>November 9, 2004</u>
ATTENTION:	<u>Guy Van Baulen</u>	PROJECT:	<u>Town of Addison</u>
		PROJECT NO.:	<u>204059</u>
		PCO No.	<u>6</u>

Description: Furnish 2 sack cement stabilized sand for cushion sand

A	TOTAL MATERIAL COST	\$	<u>7,687.75</u>
B	TOTAL LABOR COST (Labor & Burden)	\$	<u>-</u>
C	TOTAL EQUIPMENT COST	\$	<u>-</u>

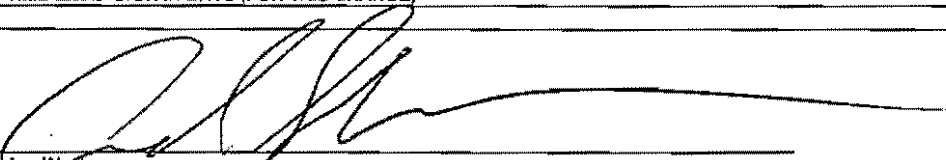
SUBTOTAL	<u>\$7,687.75</u>
----------	-------------------

E	SUBCONTRACTOR COST	\$	<u>-</u>
	SUBTOTAL		<u>\$0.00</u>

G	TOTAL DIRECT JOB COST	<u>\$7,687.75</u>
---	-----------------------	-------------------

H	BOND & INSURANCE AT 2 %	<u>\$153.76</u>
---	-------------------------	-----------------

TOTAL CHANGE PROPOSAL COST	\$7,841.51
UNIT COST 250 TN	\$31.37
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	

	<u>11/9/04</u> Date
--	------------------------

Approval _____

**PROJECT
UPDATE**

**ARAPAHO ROAD
Town of Addison
November 3, 2004**

To: Jenny Nicewander
From: Kelly Dlouhy - HNTB
Subject: Project Update

The Town of Addison is constructing Arapaho Road from Addison Road to Surveyor Blvd., a distance of approximately one mile. This is a new location roadway. HNTB is providing construction management services to the Town. On October 26, 2004, the contractor discovered railroad (RR) ties about 5 ft underground in two locations. The following is an update of the project since water and soil samples were taken at the site on October 28, 2004.

PROJECT UPDATE

Most sites in Texas, except a few under federal regulations, fall under the Texas Risk Reduction Program (TRRP). The site associated with Arapaho is under the authority of TRRP. Associated with TRRP are media specific Protective Concentration Levels (PCLs). Sites have to be assessed to and cleaned up to these PCLs. Specifically with the Arapaho site, one of the suspected chemicals of concern (COC) is creosote whose derivatives include cresols, phenols, and naphthalene.

Samples were taken at the site for analysis of semi-volatile organic compounds (SVOC), volatile organic compounds (VOC), total petroleum hydrocarbons (TPH), and RCRA 8 metals. This type of analysis will insure that the Texas Commission on Environmental Quality (TCEQ) will be satisfied that all possible COCs were identified. SVOCs generally indicate chemicals like oils, VOC indicate chemicals like gas and solvent components, RCRA metals analyze for arsenic, lead, chromium, barium, silver, cadmium, mercury, and selenium. TPH indicates the total amount of petroleum hydrocarbons and is generally used to determine which sample should be used for SOV analysis. If the analytical results indicate that concentrations of some COCs are above the PCL, the particular media will have to be cleaned to concentrations below the PCL. The samples were submitted on standard turn around time. Results should be received before the week's end (November 5th).

If the samples indicate COCs above the PCL, the excavated soil will have to be disposed of in an appropriate landfill. By over excavating the site, the soil would be "cleaned up" to the regulatory levels. Samples will need to be submitted at the limits of the excavation to show that the COCs are below the PCLs. The vertical limit of the pits is weathered limestone. Following the receipt of the analytical results, vertical

delineation might have to be determined on the limestone (bedrock) to insure the COCs will not migrate to another water bearing zone.

The soils at these locations are extremely tight black clay. Groundwater was present in the pits as a result of the debris which created huge pore spaces. The groundwater will need to be assessed to determine if any groundwater is present in the natural formation. Depending on the results, assessment and possible monitoring/cleanup will be necessary. If groundwater is present, one issue to be addressed is the storm sewer drains that would traverse the location of the pits. The storm sewer provides conduit for contamination if groundwater enters the system.

An important potential issue is the disposal cost of the soil. Pending the analytical results, the waste will need to be profiled and the appropriate landfill contacted. Since additional samples have not been taken, the plume size has not been determined. The size of the plume will be used to calculate yardage and associated landfill cost. Assuming the worst, areas with concentrations above the PCL will need to be identified and cleaned up (i.e. excavated).

SAMPLING UPDATE

Soil and water samples were taken at the project site on Thursday, October 28th. Initial analyses were run on these samples to identify the contaminants. Additional tests are necessary to obtain a complete profile of the samples. These analyses would consist of SVOC, VOC, and RCRA 8 Metals. These tests are required to profile potential contaminants for the landfill. The goal is to minimize the analytical costs but still satisfy the landfill requirements. By running these preliminary tests now, the removal/disposal of the potential contaminants would be accelerated. The following are the sampling costs as of today:

\$3,800.75	Cost for initial assessment samples (test ordered, results expected soon)
<u>\$663.00</u>	Cost of profiling for the landfill (these tests have not been ordered)
\$4,463.75	Total
- \$892.75	If the Town of Addison pays within 30 days
\$3,571.00	

The landfill may require additional analysis if site is over excavated. You will be notified of additional landfill requirements if needed.

The Town of Addison can receive a discount on the cost of the samples. Payment within 30 days would receive a 20% discount from Anachem on the invoice total. Payment within 45 days would receive a 15% discount from Anachem on the invoice total. Please contact Perry Dunlap at 972-727-9003 for proper payment and invoicing.

ACTION ITEMS:

Authorization from the Town of Addison for Anachem to run samples to profile potential contaminants for the landfill.



The HNTB Companies

Arapaho Rd. – Phase III
Request for Information
Response

To: Archer Western Contractors, Ltd.

Date: November 2, 2004

Originator: Andrew Scheermann

RFI Number: R-AW024

Subject: Sanitary Sewer Drop Manhole

Request: As discussed between the Archer Western Contractors, Ltd. and the Town of Addison Inspector, will the Town of Addison like to utilize a drop bowl assembly for the Sanitary Sewer drop manholes at an additional increase to the unit bid price of the Sanitary Sewer Drop Manholes.

Response/Action Taken:

This response is to follow up on the verbal approval to use the drop bowl assembly in the Sanitary Sewer manholes given on September 14, 2004 during the Job Progress Meeting that would increase the unit price.

Archer Western Contractors, Ltd. is directed to provide a cost proposal for the increase of the unit price bid item as required by contract.

By: Guy Van Baulen, HNTB Corporation

Date: November 2, 2004

Cc:

Project File
Steve Chutchian, Town of Addison
Jerry Holder, HNTB Corporation



The HNTB Companies

Field Office: 15150 Surveyor Blvd. Addison, TX 75001 & Phone: 972-361-0064

October 29, 2004

Date:

To: Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001

Re: Arapaho Road - Phase III Project
Surveyor Blvd. to Addison Road
Project No. 04-22

WE ARE FORWARDING TO YOU:

- Attached
- Under separate cover via: _____

- | | | | |
|---|--|---|--|
| <input type="checkbox"/> Plans | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Originals |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Change Order | <input type="checkbox"/> Proposal | <input type="checkbox"/> Reproducibles |
| <input type="checkbox"/> Estimates | <input type="checkbox"/> Samples | <input type="checkbox"/> Reports | <input type="checkbox"/> Prints |
| <input type="checkbox"/> _____ | | | |

NO. OF COPIES	SHEET NO.	LAST DATED	DESCRIPTION
1	Estimate #02	10/27/04	Construction Invoice for the Month of September

THESE ARE TRANSMITTED:

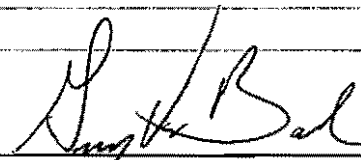
- | | | |
|---|--|--|
| <input type="checkbox"/> For approval | <input type="checkbox"/> Resubmit ____ copies for review | <input type="checkbox"/> No exceptions taken (NE) |
| <input type="checkbox"/> For your use | <input type="checkbox"/> Submit ____ copies for distribution | <input type="checkbox"/> Make corrections noted (ME) |
| <input type="checkbox"/> As requested | <input type="checkbox"/> Return ____ corrected prints | <input type="checkbox"/> Amend and resubmit (AR) |
| <input type="checkbox"/> For review and comment | <input type="checkbox"/> _____ | <input type="checkbox"/> Rejected - See remarks (RE) |

PLEASE NOTE:

Please return two (2) Signed copies for distribution

COPY TO:

File

BY: 
 Guy Van Baulen, HNTB Corporation



October 28, 2004

Mr. Steven Z. Chutchian, PE
Assistant City Engineer
16801 Westgrove Drive
P.O. Box 9010
Addison, TX 75001-9010

**Re: Arapaho Road Bridge at Midway Road
Phase II – Construction Services
Invoice for Professional Services**

Dear Mr. Chutchian:

Enclosed please find our invoice for Professional Services during the construction of the Arapaho Road Bridge at Midway Road for the period through September 24, 2004. Also included is our Progress Report for this period outlining the services provided.

Sincerely,

URS Corporation

A handwritten signature in black ink, appearing to read "Cliff R. Hall".

Cliff R. Hall, PE
Project Manager

Enclosure

URS Corporation
Graystone Center
3010 LBJ Freeway, Suite 1300
Dallas, TX 75234
Tel: 972.406.6950
Fax: 972.406.6951



The HNTB Companies

Arapaho Rd. – Phase III
Request for Information
Response

To: Archer Western Contractors, Ltd.

Date: October 28, 2004

Originator: Andrew Scheermann

RFI Number: R-AW034

Subject: Storm Sewer Manhole & Inlets Covers

Request: Archer Western Contractors, Ltd. request to use an alternative style for the Storm Sewer 24" dia. and 18" dia. manhole covers, since a casting for a Storm Sewer manhole covers with the 'Addison' logo would take a 4 to 5 week fabrication time.

Response/Action Taken:

The Town of Addison is requiring the Addison logo on all the manhole covers as per contract. The Town of Addison has no problem with temporary cover being place on the manhole until the Town of Addison logo manhole covers are made. Attached, please find Reviewed shop drawing details for the manhole covers with frames and the required locking cover assembly for the inlet manhole covers.

By: Guy Van Baulen, HNTB Corporation

Date: October 28, 2004

Cc:

Project File
Steve Chutchian, Town of Addison
Jerry Holder, HNTB Corporation
Michael Ebeling, HNTB Corporation



The HNTB Companies

Field Office: 15150 Surveyor Blvd. Addison, TX 75001 & Phone: 972-361-0064

October 26, 2004

Date:

To: Mr. Steve Chutchian
Town of Addison
P.O. Box 9010
16801 Westgrove Drive
Addison, TX 75001

Re: Arapaho Road - Phase III Project
Surveyor Blvd. to Addison Road
Project No. 04-22

WE ARE FORWARDING TO YOU:

- Attached
- Under separate cover via: _____

- Plans
- Specifications
- Estimates
-
- Shop Drawings
- Change Order
- Samples
- Copy of Letter
- Proposal
- Reports
- Originals
- Reproducibles
- Prints

NO. OF COPIES	SHEET NO.	LAST DATED	DESCRIPTION
1	4 pages	10/18/04	Price Proposal for TXU Duct bank at Midway

THESE ARE TRANSMITTED:

- For approval
- For your use
- As requested
- For review and comment
- Resubmit ___ copies for review
- Submit ___ copies for distribution
- Return ___ corrected prints
- _____
- No exceptions taken (NE)
- Make corrections noted (ME)
- Amend and resubmit (AR)
- Rejected - See remarks (RE)

PLEASE NOTE:

COPY TO:

File
Michael Ebeling, HNTB Corporation
Jerry Holder, HNTB Corporation

BY:
Guy Van Baulen, HNTB Corporation



Archer Western
Contractors



October 26, 2004

HNTB
5910 W Plano Parkway
Plano, Texas 75093
Attn: Mr. Guy Van Baulen

RE: Town of Addison
TXU Duct bank

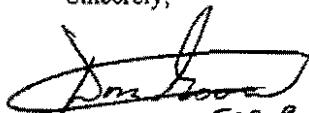
Dear Guy:

Archer Western Contractors has enclosed change proposal # 2 for your approval. This proposal is for furnishing and installing the duct bank conduits per the drawings received from your office. The total price for this work is \$ 521,472.40 and will add 22 days to the contract. This allows a two week window for TXU to relocate their existing cables to the duct banks. This includes all conduits and manholes shown on TXU drawing, traffic control, barriers, striping, pavement / sidewalk removal and replacement, landscaping removal, and temporary erosion control measures. This proposal excludes any tree replacement along Midway Road within the easements.

If this proposal is acceptable please forward a change order for our signature.

If you require additional information, please contact me at 817-640-3898 or 817-401-7202.

Sincerely,



FOR B.W.

Ben Withered
Project Manager

Encl: CO #3

Cc: Don Good

October 18, 2004

Town of Addison

204059

ITEM OF WORK: TXU Duct bank

A-W Work	UNIT	EST. QTY.	UNIT PRICE	TOTAL
Traffic handling & barricades	Ls	1	\$ 11,307.00	\$ 11,307.00
Furnish/Set/Rest/Remove Barriers	Ls	1	\$15,842.00	\$ 15,842.00
Box Culvert at Midway - Loss	Ls	1	\$13,805.00	\$ 13,805.00
Remove & replace pavement	Ls	1	\$25,309.00	\$ 25,309.00
Remove & replace erosion control	Ls	1	\$2,300.00	\$ 2,300.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

SUBTOTAL SUBCONTRACTOR COST \$ 68,563.00
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ 10,284.45
 TOTAL SUBCONTRACTOR COST \$ 78,847.45

TOTAL COST OF ADDED ITEM
 UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ -

Work Description:

Subco:

October 18, 2004

Town of Addison

204059

ITEM OF WORK: TXU Duct bank

SUBCONTRACT	UNIT	EST. QTY.	UNIT PRICE	TOTAL
S & J Electric	Ls	1	\$ 365,000.00	\$ 365,000.00
Striping	Ls	1	\$1,000.00	\$ 1,000.00
Landscape removal & replacement	Ls	1	\$10,000.00	\$ 10,000.00

SUBTOTAL SUBCONTRACTOR COST \$ 376,000.00
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ 56,400.00
 TOTAL SUBCONTRACTOR COST \$ 432,400.00

TOTAL COST OF ADDED ITEM
 UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ -

Work Description:

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: <u>HNTB</u> <u>5910 W Plano Parkway</u> <u>Plano, TX 75093</u>	DATE: <u>October 18, 2004</u> PROJECT: <u>Town of Addison</u> PROJECT NO.: <u>204059</u> CO NO.: <u>3</u>
ATTENTION: <u>Guy Van Baulen</u>	

Description: TXU Duct bank

A	TOTAL A-W COST	\$	78,847.45
			\$78,847.45

E	SUBCONTRACTOR COST	\$	432,400.00
			\$432,400.00

G	TOTAL DIRECT JOB COST		\$511,247.45
---	-----------------------	--	--------------

H	BOND & INSURANCE AT 2 %		\$10,224.95
---	-------------------------	--	-------------

TOTAL CHANGE PROPOSAL COST	\$521,472.40
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	22

Archer Western _____

Date _____

Approval _____



October 21, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: 12" Sanitary Sewer Installation and Material

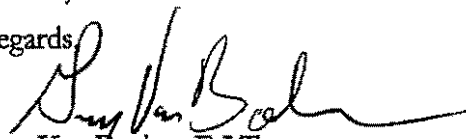
Dear Mr. Withered

During the installation of the 12 inch Sanitary Sewer within the Steel Casing at the designed arc section of sewer line from existing manhole located at Station 0+99 to 2+00, Archer Western Contractors, Ltd. was directed to stop and correct the alignment of the new 12 inch sanitary sewer line to eliminate the over bending/opening of the bell to spigot connection at the end of the 40ft straight section within the steel casing. While in the field, different options were discussed by Archer Western Contractors, Ltd. personal, Town of Addison and HNTB, while in contact with the design engineer. It was determined that Archer Western Contractors, Ltd. would have to open the bell to spigot connection to make the 12" main arc to the required radius to hit the 'PT' near station 2+00 heading in the East direction.

Archer Western Contractors, Ltd. may open the bell to spigot to the manufacture's maximum recommendation while maintaining the required slope for the sanitary sewer pipe within the steel casing. Archer Western Contractors, Ltd. will provide the manufacture's recommendation for the operation and make all correct work to meet the required contract design at no additional cost to the Town of Addison.

Thank you.

Regards



Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Michael Ebeling, HNTB Corporation
Jerry D. Holder, HNTB Corporation

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY,



ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75001

972-361-0064
FAX 972-361-0065
www.hntb.com

October 21, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: Reinforcement Steel for the Column – Bent 13

Dear, Mr. Withered

Last Friday, Archer Western Contractors, Ltd. chose the option to eliminate Bars V by Extending the Bars FD into the Cap as required for Bars V. During the installation of the subject referenced above, some unforeseen problems occurred which has caused the vertical reinforcement steel to be out of plumb and beyond the required clearance limits.

Archer Western Contractors, Ltd. is directed not to proceed with any corrective work on the reinforcement steel for Bent 13 Column until a corrective procedure has been submitted by Archer Western Contractors, Ltd. and accepted by the Engineer.

Thank you.

Regards,


Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Michael Ebeling, HNTB Corporation
Jerry D. Holder, HNTB Corporation

The HNTB Companies

OFFICES ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NH; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY,



ARCHITECTS ENGINEERS PLANNERS

15150 Surveyor Blvd
Addison, TX 75001

972-361-0064
(FAX) 972-361-0065
www.hntb.com

October 15, 2004

Archer Western Contractors, Ltd.
2121 Avenue "J"
Suite 103
Arlington, TX 76006

Attention: Mr. Ben Withered

Re: Box Culvert Operation

Dear, Mr. Withered

During the yesterday installation of the subject referenced above, it was pointed out that the Hanson 9ft x 5ft Precast Box Culvert had a production date of October 8, 2004.

Archer Western Contractors, Ltd. is directed to stop all backfill over or along side and placement of the Manitowoc W4000 crane over the box culvert until documentation is provided showing the box sections have been cured for a sufficient length of time so that the concrete will develop the specified compressive strength in 28 day or less by which ever methods Hanson Pipe Product utilizes.

Thank you.

Regards,

Guy Van Baulen, E.I.T.
HNTB Corporation

Attachments:

cc: Project File
Steve Chutchian, Town of Addison
Michael Ebeling, HNTB Corporation
Jerry D. Holder, HNTB Corporation

The HNTB Companies

OFFICES: ALEXANDRIA, VA; ANNAPOLIS, MD; ATLANTA, GA; AUSTIN, TX; BATON ROUGE, LA; BOSTON, MA; CHARLESTON, SC; CHARLESTON, WV; CHICAGO, IL; CLEVELAND, OH; COLUMBUS, OH; DALLAS, TX; DENVER, CO; DETROIT, MI; ELKINS, WV; FAIRFIELD, NJ; FT. WORTH, TX; HARTFORD, CT; HOUSTON, TX; INDIANAPOLIS, IN; IRVINE, CA; KANSAS CITY,



October 13, 2004

Construction Services Group

Steve Chutchain
Town of Addison
16801 Westgrove
Addison, TX 75001

RE: OCP Policy
Contractor: Archer Western Contractors, Ltd.
Job: Arapaho Road Construction
Policy Term: 8-9-04 To 10-8-05

Dear Mr. Chutchain:

Enclosed is the OCP policy obtained by Archer Western Contractors on your behalf, per the requirements of this job.

Please call with any questions.

Sincerely,

Richard Subak, CPCU, ARM
Vice President – Relationship Manager
Construction Practice

CC: Cynthia Franklin, Archer Western Contractors, Ltd. (with Attachments)

Richard Subak
312-381-4380

312-381-0275 (fax)

Rick_Subak@ars.aon.com



General Liability Policy – Declarations

- | | |
|---|--|
| <input type="checkbox"/> Bankers Standard Insurance Company
1601 Chestnut Street, P.O. Box 41484
Philadelphia, Pennsylvania 19101-1484 | <input type="checkbox"/> ACE Property and Casualty Insurance Company
1601 Chestnut Street, P.O. Box 41484
Philadelphia, Pennsylvania 19101-1484 |
| <input type="checkbox"/> Century Indemnity Company
1601 Chestnut Street, P.O. Box 41484
Philadelphia, Pennsylvania 19101-1484 | <input type="checkbox"/> Indemnity Insurance Company of North America
1601 Chestnut Street, P.O. Box 41484
Philadelphia, Pennsylvania 19101-1484 |
| <input type="checkbox"/> ACE Fire Underwriters Insurance Company
1601 Chestnut Street, P.O. Box 41484
Philadelphia, Pennsylvania 19101-1484 | <input type="checkbox"/> Insurance Company of North America
1601 Chestnut Street, P.O. Box 41484
Philadelphia, Pennsylvania 19101-1484 |
| <input checked="" type="checkbox"/> ACE American Insurance Company
1601 Chestnut Street, P.O. Box 41484
Philadelphia, Pennsylvania 19101-1484 | <input type="checkbox"/> Pacific Employers Insurance Company
1601 Chestnut Street, P.O. Box 41484
Philadelphia, Pennsylvania 19101-1484 |

POLICY IDENTIFICATION

OCP

G21705160

NAMED INSURED AND ADDRESS

Town of Addison
16801 Westgrove
Addison, TX 75001

POLICY IS : New OF

NAMED INSURED IS : Municipal Corporation

BUSINESS OF INSURED : Construction

POLICY PERIOD : FROM 08/09/2004 TO 10/08/2005

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

PREMIUM PAYMENT CONDITIONS

AUDIT PERIOD : Not Subject

PAYMENT FREQUENCY : Annual

PAYMENT SCHEDULE : Annual

TOTAL ADVANCE PREMIUM: \$ 20,888

PREMIUMS RESULTING FROM AUDIT ARE NOT INCLUDED IN THE ABOVE.

COVERAGES AND LIMITS OF INSURANCE

In return for the payment of premium indicated above, we agree with you to provide the following coverage(s) at the limits shown, subject to all of the terms and conditions of this policy.

Coverage Form:	Limits of Insurance
----------------	---------------------

<u>Owner and Contractors Protective Liability</u>	
Aggregate Limit	\$ <u>1,000,000</u>
Each Occurrence Limit	\$ <u>600,000</u>
Deductible Amount (this reduces the Limit of Insurance shown as applicable to each "Occurrence")	\$ <u>N/A</u>

CONTRACTOR INFORMATION

Description of Operations: Construction of paving, storm sewer, water, sanitary sewer, signalization and streetscape improvements for Arapaho Road Phase III from Surveyor Boulevard to Addison Road for the Town of Addison, TX

Name and Address of Designated Contractor: Archer Western Contractors, Ltd.
2121 Avenue J., Suite 103
Arlington, TX 76006

Name and Address of involved Governmental Authority or other contracting party (if applicable):
Town of Addison, 16801 Westgrove, Addison, TX 75001

SCHEDULE OF LOCATIONS

LOCATION NUMBER AND ADDRESS

See Schedule on File with Company

SCHEDULE OF COVERAGES

COVERAGE PART:

Location Number	Coverage	Class Code/ Classification Description	Premium Basis	Exposure	Rate	Premium
001	OCP	16292 Construction Operations	C	* *16,710,548	\$ 1.25	\$ 20,888
_____	_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	_____	_____	\$ _____	\$ _____
TOTAL PREMIUM FOR THIS COVERAGE PART					\$	<u>20,888</u>

When used as a premium basis the following code definitions apply:

- | | |
|--|--|
| A - Area – Per 1,000 square feet of area | O - Other _____ |
| C - Total Cost – per \$1,000 of total cost | P - Payroll – per \$1,000 of payroll |
| D - If Any | S - Gross Sales – per \$1,000 of Gross Sales |
| E - Admissions – per 1,000 admissions | U - Units |
| F - Flat Charge | X - Each |
| J - Total Operating Expenditures – per \$1,000 of Expenditures | |

FORMS AND ENDORSEMENTS (Page 1 of 1)

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION

SCHEDULE OF COVERAGE PARTS

CG00091001 Owners and Contractors Protective Liability Coverage Form
- Coverage for Operations of Designated Contractor

SCHEDULE OF ENDORSEMENTS

Endt. No.	Form No.	Description
1.	CC1E15	Cancellation By Us
2.	LD7F23	Absolute Pollution Exclusion
3.	LD3R16	Exclusion - Asbestos
4.	LD4883	Pyramiding of Limits Endorsement
5.	IL00211185	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
6.	TRIA11	Policyholder Disclosure Notice of Terrorism Insurance Coverage
7.	CG01031000	Texas Changes
8.	CG01131185	Texas Changes - Experience Rating Modification
9.	CG28550393	Texas Changes - Cancellation and Nonrenewal
10.	IL01680101	Texas Changes - Duties

This declaration and the coverage form(s) and endorsements, if any, listed above and attached, completes this policy.

COUNTERSIGNED AT: _____

AUTHORIZED AGENT: _____

DATE: _____

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

- (a) Operations performed for you by the "contractor" at the location specified in the Declarations; or
- (b) Your acts or omissions in connection with the general supervision of such operations;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Work Completed Or Put To Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

- (1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or
- (2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

d. Acts Or Omissions By You And Your Employees

"Bodily injury" or "property damage" arising out of your, or your "employees", acts or omissions other than general supervision of "work" performed for you by the "contractor".

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

g. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured; or
- (4) "Work" performed for you by the "contractor".

h. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to:

- (1) Liability assumed under an "insured contract"; or
- (2) Expenses for first aid.

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
 - (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor".

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

h. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
2. Each of the following is also an insured:
- a. Any person (other than your "employee") or any organization while acting as your real estate manager.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".
- 3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. Duties In The Event Of Occurrence, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place;
- (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books And Records

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys

a. We have the right to:

- (1) Make inspections and surveys at any time;
- (2) Give you reports on the conditions we find; and
- (3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums

The "contractor":

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

10. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".
- c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 3. "Contractor" means the contractor designated in the Declarations.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:
 - a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of the work performed for you; or
 - b. Your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
 - a. A lease of premises;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 - e. An elevator maintenance agreement.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
 - (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
13. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

16. "Work" includes materials, parts or equipment furnished in connection with the operations.

CANCELLATION BY US

Named Insured Town of Addison			Endorsement Number 1
Policy Symbol OCP	Policy Number G21705160	Policy Period 08/09/2004 to 10/08/2005	Effective Date of Endorsement 08/09/2004
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

Paragraph 10.b of CANCELLATION (Common policy Conditions) is replaced by the following:

- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

Authorized Agent

ABSOLUTE POLLUTION EXCLUSION

Named Insured Town of Addison			Endorsement Number 2
Policy Symbol OCP	Policy Number G21705160	Policy Period 08/09/2004 to 10/08/2005	Effective Date of Endorsement 08/09/2004
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement replaced any pollution exclusion
and amends all insurance provided under the following:**

**COMMERCIAL GENERAL LIABILITY FORM
FARM COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK**

This insurance does not apply to any injury, damage, expense, cost, loss, liability or legal obligation arising out of or in any way related to pollution, however caused.

Pollution includes the actual, alleged or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful, or dangerous. Environment includes any air, land, structure or the air therein, watercourse or water, including underground water.

We shall have no duty to defend any suit arising out of or in any way related to pollution.

Authorized Agent

EXCLUSION – ASBESTOS

Named Insured Town of Addison			Endorsement Number 3
Policy Symbol OCP	Policy Number G21705160	Policy Period 08/09/2004 to 10/08/2005	Eff. Date of Endorsement 08/09/2004
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
FARM COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

This insurance does not apply to any loss, demand, claim or "suit" arising out of or related in any way to asbestos or asbestos-containing materials.

Authorized Agent

PYRAMIDING OF LIMITS ENDORSEMENT

Named Insured Town of Addison			Endorsement Number 4
Policy Symbol OCP	Policy Number G21705160	Policy Period 08/09/2004 to 10/08/2005	Effective Date of Endorsement 08/09/2004
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM
FARM COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK

Two or More Coverage Forms or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "occurrence" the maximum applicable per Occurrence and Aggregate Limits of Insurance available under all the Coverage Forms or policies shall not be the total of the per Occurrence or Aggregate Limits of Insurance for those Coverage Forms or policies but rather shall not exceed the highest applicable per occurrence and Aggregate Limits of Insurance under any one Coverage Form or policy. The condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage:"

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste " at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

**POLICYHOLDER DISCLOSURE NOTICE
OF TERRORISM INSURANCE COVERAGE**

Named Insured Town of Addison			Endorsement Number 6
Policy Symbol OCP	Policy Number G21705160	Policy Period 08/09/2004 to 10/08/2005	Effective Date of Endorsement 08/09/2004
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

You should be aware that under the Terrorism Risk Insurance Act of 2002 ("The Act") effective November 26, 2002, any losses caused by certified acts of terrorism under your existing coverage may be partially reimbursed by the United States under a formula established by federal law (applicability is subject to the terms and conditions of each individual policy). The Act was specifically designed to address the ability of businesses and individuals to obtain property and casualty insurance for terrorism and to protect consumers by addressing market disruptions and ensure the continued availability of terrorism coverage.

Under the terms of The Act, you may now have the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Responsibility for Compensation under The Act is shared between insurance companies covered by The Act and the United States. Under the formula set forth in The Act, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible, which is paid by the insurance company providing the coverage.

We are providing you with the terrorism coverage required by The Act. The premium for the coverage is set forth below.

Terrorism Risk Insurance Act premium: \$ Included .

Authorized Agent

COMMERCIAL GENERAL LIABILITY
CG 01 03 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.
- B. Paragraph 2.a.(4) of Section I – Coverage B – Personal And Advertising Injury is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- a. "Personal And Advertising Injury":
- (4) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – EXPERIENCE RATING MODIFICATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Rating Date: _____

(If no date is entered, the Rating Date is the effective date of the policy.)

The rates for this insurance are subject to modification as of the Rating Date as shown in the Schedule, and if this policy is written for three years, the next two anniversary dates of the Rating Date. In each case the modification is to be in accordance with the Manual Rules and General Liability Experience Rating Plan approved for Texas and in effect as of the respective dates.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

- A. Paragraph **b.** of the Cancellation Condition is replaced by the following:
- b.** We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
 - (1) If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.
 - (2) If this policy has been in effect for more than 60 days or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (a) Fraud in obtaining coverage;
 - (b) Failure to pay premiums when due;
 - (c) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (d) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (e) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
- B. The following Condition is added and supersedes any provision to the contrary:
- NONRENEWAL**
- 1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
 - 2. If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured and the "contractor", at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
 - 3. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - 4. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY PREMISES COVERAGE FORM
COMMERCIAL CRIME – LIABILITY FOR GUESTS' PROPERTY SAFE DEPOSIT BOX COVERAGE FORM
COMMERCIAL CRIME – SAFE DEPOSITORY LIABILITY COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the Duties Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.



ace usa

R. Wayne Clifton, CSP ARM
Manager
ESIS Risk Control Services
P. O. Box 41484
Philadelphia, PA 19101-1484

Phone: 215.640.1379
Fax: 215.640.5084
Wayne.Clifton@esis.com

**RE: RISK CONTROL SERVICES FOR TEXAS POLICYHOLDERS
Commercial Automobile, Medical Malpractice, & GL Coverages**

The ACE Companies are required by *Texas* law and regulations to maintain or provide accident prevention services for its commercial automobile and general liability policyholders. The Ace Companies offer any array of accident prevention services in *Texas* at no additional charge. These services are intended to help prevent and/or minimize loss.

These services include but are not limited to: individual risk surveys; improvement recommendations; loss investigation; specific loss problem identification and recommended improvement actions.

ACE may recommend one or more of these services based upon hazard, experience, and size of your Texas operations. You have the choice of receiving or declining any of the services offered. If you wish to decline all of the services or wish to receive only selected risk control service, please indicate that by signing and dating this letter in the space provided below. Please mail or fax to my attention at the captioned address or fax number. If you decline all of ACE's risk control services or choose only a support service, such as ergonomics survey, driving training, or other services and not a complete risk survey, we still have a responsibility under Texas law and regulation to monitor your losses. In the event you start to have a loss problem and a trend is established, and/or adverse loss ratio is developed, we will contact you and offer to assist you in addressing the situation.

Sincerely,

R. Wayne Clifton

R. Wayne Clifton

- I am aware of the loss control services offered and decline them. I have made other arrangements for these services.
- I wish to obtain the following offered accident prevention services: _____

- I have no risk control services needs now. I reserve the right to request loss control services within the period.

(Signature)

(Title & Date)

Name (Please Print): _____

Company Name: _____

Policy Number: _____

Address: _____

City, State, Zip _____

ESIS loss control services are not intended as a substitute for advice from legal counsel, nor are they intended to supplant any duty to provide a safe workplace, operation, product or premises. Any duty to implement ESIS' recommendations rests with the client and not with ESIS.

**NOTIFICATION TO TEXAS
COMMERCIAL AUTOMOBILE, PROFESSIONAL LIABILITY,
AND GENERAL LIABILITY POLICYHOLDERS
OF ACCIDENT PREVENTION SERVICES**

The ACE USA operating insurance companies provide policyholders with accident prevention services and programs to help them reduce the frequency and severity of accidents in their business. If you would like more information on the specific services and programs that ACE USA can provide, contact ACE USA Insurance Companies, Wayne Clifton, Risk Control Manager, P.O. Box 41484, Philadelphia, PA 19101-1484, or call at 1.866.357.3796.

SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

BANKERS STANDARD FIRE AND MARINE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

BANKERS STANDARD INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE INDEMNITY INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE AMERICAN INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE PROPERTY AND CASUALTY INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

INSURANCE COMPANY OF NORTH AMERICA

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484


PACIFIC EMPLOYERS INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE FIRE UNDERWRITERS INSURANCE COMPANY

1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484


GEORGE D. MULLIGAN, Secretary


SUSAN RIVERA, President

WESTCHESTER FIRE INSURANCE COMPANY

1133 Avenue of the Americas, 32nd Floor, New York, NY 10036


GEORGE D. MULLIGAN, Secretary


BRIAN E. DDWD, President

Authorized Agent

ACE USA PRIVACY POLICY

The ACE USA group of companies strongly believes in maintaining the privacy of information we collect about individuals. We want you to understand how and why we use and disclose the collected information. The following provides details of our practices and procedures for protecting the security of nonpublic personal information that we have collected about an individual. This privacy policy applies to the companies listed below.

INFORMATION WE COLLECT

The information we collect about your employees or customers will vary depending on the type of product or service being provided to them, and may include:

- Information we receive from you, your customers, or employees such as name, address, age, phone number, social security number, assets, income, or beneficiaries;
- Information about transactions your employees or customers have with us, with our affiliates, or with others, such as policy coverage, premium, payment history, motor vehicle records; and
- Information we receive from a consumer reporting agency, such as credit histories.

INFORMATION WE DISCLOSE

We do not disclose any personal information to anyone except as is necessary in order to provide our products or services or otherwise as we are required or permitted by law.

YOUR RIGHT TO VERIFY THE ACCURACY OF INFORMATION WE COLLECT

Keeping our information accurate and up to date is important to us. Your customers or employees may see and correct personal information that we collect about them except for information relating to a claim or a criminal or civil proceeding.

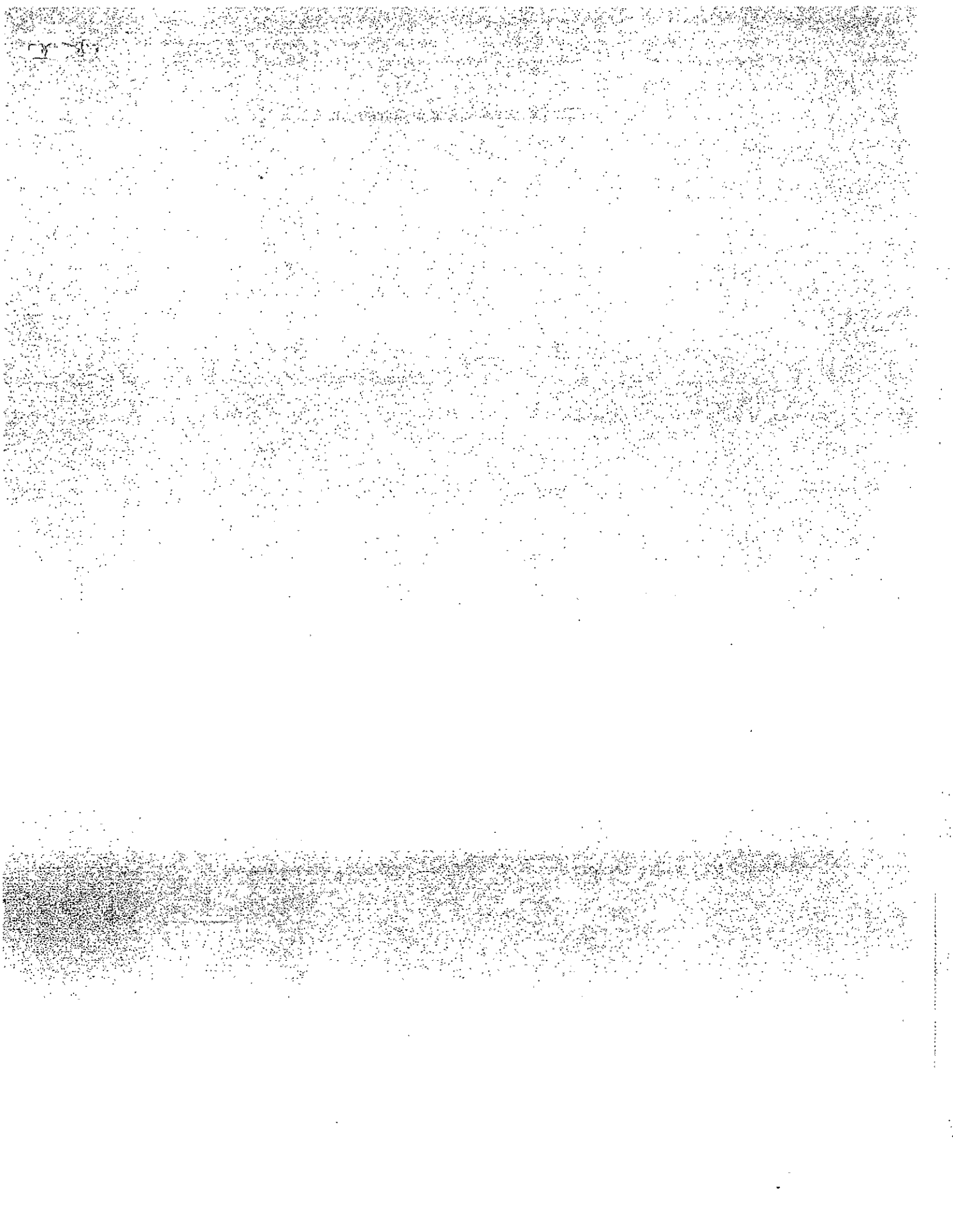
CONFIDENTIALITY AND SECURITY

We restrict access to personal information to our employees, our affiliates' employees, or others who need to know that information to service your account or in the course of conducting our normal business operations. We maintain physical, electronic, and procedural safeguards to protect personal information.

CONTACTING US

If you have any questions about this privacy statement or would like to learn more about how we protect the confidentiality of personal information, please consult our web site, www.ace-ina.com, or write to us at ACE USA Customer Services, Two Liberty Place, TL35D, P.O. Box 41484, Philadelphia, PA 19101-1484.

ACE American Insurance Company
ACE American Lloyds Insurance Company
ACE Employers Insurance Company
ACE Fire Underwriters Insurance Company
ACE Insurance Company of Illinois
ACE Insurance Company of Ohio
ACE Insurance Company of the Midwest
ACE Insurance Company of Texas
ACE Indemnity Insurance Company
ACE Property and Casualty Insurance Company
Allied Insurance Company
Atlantic Employers Insurance Company
Bankers Standard Fire and Marine Company
Bankers Standard Insurance Company
Century Indemnity Company
Illinois Union Insurance Company
INA Surplus Insurance Company
Indemnity Insurance Company of North America
Industrial Underwriters Insurance Company
Insurance Company of North America
Pacific Employers Insurance Company
Westchester Fire Insurance Company
Westchester Surplus Lines Insurance Company
ESIS, Inc.



(Attach Declarations and Endorsements Here)

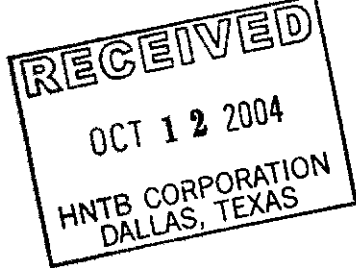
(Attach Coverage Part Here)

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract when countersigned by our authorized representative.



Archer Western
Contractors



October 12, 2004

HNTB
5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

Letter: HNTB -09

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
PCO - 5 - Inconvenience Signs

Dear Guy:

Please find the attached PCO 5, Inconvenience Signs.

If you require additional information, please contact me at our field office.

Sincerely,


Ben Withered
Project Manager

Enclosures

XC: Don Good
File

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: HNTB
5910 W Plano Parkway
Plano, TX 75093

DATE: September 30, 2004
 PROJECT: Town of Addison
 PROJECT NO.: 204059
 PCO No. 5

ATTENTION: Guy Van Baulen

Description: Furnish and Install Temporary Inconvenience Signs

A	TOTAL MATERIAL COST	\$	<u>145.11</u>
B	TOTAL LABOR COST (Labor & Burden)	\$	<u>106.95</u>
C	TOTAL EQUIPMENT COST	\$	<u>21.07</u>
SUBTOTAL			<u>\$273.13</u>

E	SUBCONTRACTOR COST	\$	<u>-</u>
SUBTOTAL			<u>\$0.00</u>

G	TOTAL DIRECT JOB COST		<u>\$273.13</u>
H	BOND & INSURANCE AT 2 %		<u>\$5.46</u>

TOTAL CHANGE PROPOSAL COST	\$278.59
UNIT COST	\$139.29
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	


 Archer Western

10/12/04
 Date

Approval _____

EQUIPMENT

Town of Addison

September 30, 2004

204059 ITEM OF WORK: Furnish and Install Temporary Inconvenience Signs

EQUIPMENT DESCRIPTION	HOURLY RATE*	APPX HRS.	TOTAL
			\$ -
FORD F-250 PICKUP	\$ 9.16	2	\$ 18.32
			\$ -
			\$ -

SUBTOTAL EQUIPMENT COST \$ 18.32
 COMPENSATION (SUBTOTAL EQUIPMENT COST AT 15%) \$ 2.75
 TOTAL EQUIPMENT COST \$ 21.07

* HOURLY RATE=(Contractor's Equipment Cost Guide - Combined Owner & Repair Expenses Monthly Rate / 176)

Work Description:

LABOR

Town of Addison

204059

September 30, 2004

ITEM OF WORK: Furnish and Install Temporary Inconvenience Signs

LABOR	HOURLY RATE	APPX HRS.	TOTAL
	\$ -		\$ -
Labor Foreman	\$ 27.90	2	\$ 55.80
Laborer	\$ 18.60	2	\$ 37.20
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

4

TOTAL BURDENED LABOR COSTS	\$	93.00
TOTAL LABOR COSTS EXCLUDING LABOR BURDER AT 15%	\$	13.95
TOTAL LABOR COSTS	\$	106.95

Work Description:

MATERIAL

Town of Addison

204059

September 30, 2004

ITEM OF WORK: Furnish and Install Temporary Inconvenience Signs

MATERIAL	UNIT	EST. QTY.	UNIT PRICE	TOTAL
Sign	EA	2	\$ 47.09	\$ 94.18
4X4 POSTS	EA	4	\$8.00	\$ 32.00

MINUS ANY DISCOUNTS ON MATERIAL INVOICES		
SUBTOTAL MATERIAL COST	\$	126.18
COMPENSATION (SUBTOTAL MTL. COST AT 15%)	\$	18.93
TOTAL MATERIAL COST	\$	145.11
 TOTAL COST OF ADDED ITEM		
UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.)	\$	72.55

Work Description:

Basis of calculation:

Subcontractor

September 30, 2004

Town of Addison

204059

ITEM OF WORK: Furnish and Install Temporary
Inconvenience Signs

SUBCONTRACT	UNIT	EST. QTY.	UNIT PRICE	TOTAL
				\$ -
				\$ -
				\$ -

SUBTOTAL SUBCONTRACTOR COST \$ -
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ -
 TOTAL SUBCONTRACTOR COST \$ -
 TOTAL COST OF ADDED ITEM
 UNIT PRICE (TOTAL COST DIVIDED BY EST. QTY.) \$ -

Work Description: Relocate Irrigation Line Outside proposed construction at Courtyard Suites

TOWN OF ADDISON, TEXAS
ARAPAHO ROAD - PHASE III
Project No. 04 - 22

10-8-04

CHANGE ORDER NUMBER: 01

1. CONTRACTOR: Archer Western Contractors, Ltd.

2. Change Order Work Limits: Sta. 73+40 to Sta. 78+50

AT DWU PUMP STATION

3. Describe the work being revised:

This work will entail the furnishing, installation and removal of the temporary security fence that is equivalent in construction to the existing fence. The existing security fence shall not be removed until the temporary security fence has been installed, so to maintain the security of the property. The Temporary security fence will remain in place until the permanent security fence is installed as per contract, and then and only then shall the removal of the temporary security fence be allowed.

4. Work to be performed in accordance with Items: See attached Tables

5. New or revised plan sheet(s) are attached and numbered: N/A

6. New general notes to the contract are attached: Yes No

7. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p> <p>THE CONTRACTOR _____ Date <u>10-4-04</u></p> <p>By <u>[Signature]</u></p> <p>Typed/Printed Name <u>Don Good</u></p> <p>Typed/Printed Title <u>Proj Supt.</u></p>	<p align="center">The following information must be provided</p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$8,509.00</u></p>
---	--

RECOMMENDED FOR EXECUTION:

[Signature] _____ Date 10/04/04
 Guy Van Baulen

[Signature] _____ Date 09.29.04
 Jerry Holder

[Signature] _____ Date 10/8/04
 Town of Addison
 APPROVED Director of Public Works

[Signature] _____ Date 10-8-04
 Town of Addison
 APPROVED Asst. Public Works Director

[Signature] _____ Date 10/8/04
 Town of Addison
 APPROVED Asst. City Engineer

TOWN OF ADDISON, TEXAS

ARAPAHO ROAD - PHASE III

Project No. 04 - 22

CHANGE ORDER NO. 01

TABLE A: Force Account Work and Materials Placed into Stock

LABOR		HOURLY		HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT + PREVIOUSLY REVISED		CHANGE ORDER	REVISED CONTRACT		CHANGE ORDER
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
1201	OR Security Chain-link Fence (equivalent to existing)	LS	\$0.00	0.00	\$0.00	1.00	1.00	\$8,509.00	\$8,509.00
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
							0.00		
TOTALS					\$ -			\$8,509.00	\$8,509.00

**Arapaho Road – Phase III
Project No.**

Change Order No.

Reason for Change

The contract plans call for the removal of an existing security fence and installation of new security fencing at the new right-of-way limits surrounding the facilities of the Dallas Water Utility, Station 73+40 to 78+50, Right. The removal of the existing fence is required during the initial phase of the project with construction of the new fence to be performed in the final phase of the project.

Recent guidelines and regulations mandated by the Department of Homeland Security require security fencing at all times surrounding the water facilities. This change order will compensate the Contractor for the construction and subsequent removal of the temporary security fence equivalent to the existing security fencing to comply with Dallas Water Utility requirements.

This change order includes the construction and removal of 450 linear feet of temporary security fence and will result in an increase to the contract of \$8,509.00.
The change order will result in zero (0) days time extension to the contract.

HNTB Corporation

Guy Van Baulen, EIT



King Fabrication, L.L.C.
19300 West Hardy Road
Houston, Texas 77073

October 7, 2004

HNTB
14114 Dallas Parkway, Suite 600
Dallas, TX 75250

Attention: Daniel Filer

Reference: Arapaho Phase III
Shop / Mill Weld Samples
King Fabrication Job Number 04-072

Via Fax: (972) 661-5614

Dear Daniel,

Pursuant to our discussion I am preparing samples, both coated and uncoated, for two of the project weld conditions. One sample will be of the mill longitudinal weld, the other will be of the circumference welds at the section splices. Both samples will be representative of what the fabricated assembly will look like. The samples will be made from the actual pipe we are using on the project. I plan on letting the samples go back to Addison so that they may be reviewed by all involved with the project.

I will work with you to set up the date and timing so that we can visit a similar project that was specified and constructed as A.E.S. (Architecturally Exposed Structural Steel)

This project was not specified as A.E.S. of course but it will give the attendees an opportunity to see what the difference looks like.

Best regards,

Lou Rossitto

/cw

SUBMITTAL LOG
ARCHER WESTERN
ARAPAHO ROAD PHASE III

Section	Submittal	Specification	Description	HNTB Review						
Number	Number	Section	(Specification/Submittal)	Type	Provider	Date Submitted	Returned	Days Out	Status	Posted / Publish
TxDot 421	1.1	TxDot 421	Portland cement concrete	Mix design	Southern Star	8/10/04	09/02/04	23	AAN	
BC	2.1	Spec BC	Arch Rib and Stinger Shop Drawings	Shop drawings	King	8/10/04	08/31/04	21	AAN	
Bid Item 146	3.1	Addendum 3	Bollards	Shop drawings	Reliance Foundry	8/20/04		46		
TxDot 462	4.1	TxDot 462	RCB Lay Schedule	Lay Schedule	Hanson	8/23/04	09/07/04	15	RR	
TxDot 462	4.2	TxDot 462	RCB Lay Schedule Revised	Lay Schedule	Hanson	8/23/04	09/24/04	32	RR	
TxDot 462	5.1	TxDot 462	RCP Lay Schedule	Lay Schedule	Hanson	8/23/04	09/07/04	15	RR	
TxDot 462	5.2	TxDot 462	RCP Lay Schedule - Revised	Lay Schedule	Hanson	9/29/04		6		
TxDot 423	6.1	TxDot 423	MSE Backfill, Crushed Concrete	Test Reports	BigCity	8/23/04		43		
TxDot 132	7.1	TxDot 132	Embankment Material - NTTA	Test Reports	Archer Western	8/24/04	09/08/04	15	RR	
Void	8.1	Void	Void	Void	Void	Void	Void	Void	Void	Void
TxDot 440	9.1	TxDot 440.2	Rebar - Drill Shafts - All	Placing Sheets	Lofland	8/27/04	09/20/04	24	AAN	
TxDot 440	10.1	TxDot 440.2	Rebar - Columns 2-8 & 11-14	Placing Sheets	Lofland	8/27/04	09/20/04	24	AAN	
TxDot 440	11.1	TxDot 440.2	Rebar - Abutments 1 & 15	Placing Sheets	Lofland	8/27/04	09/20/04	24	APPR	
TxDot 440	12.1	TxDot 440.2	Rebar - Bents 2 - 8 & 11-14	Placing Sheets	Lofland	8/27/04	09/20/04	24	AAN	
NTCOG 805	13.1	805.3.4.1,2,3	Conduit	Product Data	S&J Electric	8/27/04		39		
TxDot	14.1	Sht. 329	Type A&C Pull Boxes	Product Data	S&J Electric	8/27/04		39		
BELF	15.1	BELF	Exterior Fixtures	Product Data	S&J Electric	8/27/04		39		
SLL	16.1	BELF,SLL	Street Lights and Fixtures	Product Data	S&J Electric	8/27/04		39		
TxDot 423	17.1	TxDot 423	MSE Wall Calculations	Calculations	Robertson Eng	8/27/04		39		
WML	18.1	WML	Wall Mount Lightd	Product Data	S&J Electric	8/27/04		39		
NTCOG 805	19.1	805.3.5	Wire and Cable	Product Data	S&J Electric	8/27/04		39		
TxDot 423	20.1	TxDot 423	MSE Wall Shop Drawings	Shop drawings	Robertson Eng	9/1/04		34		
DWU	21.1	DWU	60" RCCP Water Pipe	Shop drawings	Hanson	9/8/04		27		
Addison	22.1	TOA	Waterline Materials and Accessories	Product Data	ACT Pipe	9/10/04	09/13/04	3	AAN	
Addison	23.1	TOA	Sanitary Sewer Pipe and Fittings	Product Data	ACT Pipe	9/10/04		25		
Addison	23.2	TOA	Sanitary Sewer Pipe and Fittings - Different Brand	Product Data	ACT Pipe	9/29/04		6		
Addison	24.1	TOA	Sanitary Sewer Manhole Material	Product Data	ACT Pipe	9/10/04	09/24/04	14	AAN	
Addison	25.1	TOA	Sanitary Sewer Mahole Shop Drawings	Product Data	ACT Pipe	9/10/04	09/24/04	14	AAN	
TxDot	26.1	TxDot	Concrete U-Beam Shop Drawings	Shop Drawings	Texas Concrete	9/10/04		25		
NTCOG	27.1	501.23.1	12" HDPE Storm Piping	Product Data	ACT Pipe	9/10/04	09/21/04	11	APPR	
NTCOG	28.1	501.14.1	PVC Pipe and Fitting	Product Data	ACT Pipe	9/10/04		25		
NTCOG	29.1	504.2.3.4	1.5 Sack Stabilized Sand	Product Data	TXI	9/13/04		22		
TxDot	30.1	TxDot 421	Lean Concrete Mix Design	Mix design	Southern Star	9/13/04		22		
NTCOG	31.1	503.2.2.3	RACI Casing Spacers	Product Data	ACT Pipe	9/13/04		22		
Addison	32.1	TOA	Filter Fabric for Type B+ Embedment	Product Data	Lone Star	9/13/04		22		
TxDot	33.1	TxDot 5978	Filter Fabric Under Decomposed Granite	Product Data	Lone Star	9/13/04		22		
TxDot	34.1	TxDot 423	Filter Fabric at MSE Walls & Under drains	Product Data	Lone Star	9/13/04		22		
Addison	36.1	TOA	24" Steel Casing Pipe	Material Certs	Barnes	9/13/04		22		
Addison	36.1	TOA	Irrigation Meter Tapping Material	Product Data	Hughes Supply	9/16/04		19		
TxDot 462	37.1	TxDot 462	RCB Field Connection	Procedure	Hanson	9/22/04		13		
Addison	38.1	TOA	Flowable Fill	Mix Design	Southern Star	9/22/04		13		
Addison	39.1	TOA	Bollard Color	Color Chart	Reliance Foundry	9/22/04		13		
Addison	40.1	SSH	Hanger Cable	Shop drawings	CBSI	9/29/04		6		
Addison	41.1	TOA/DWU	Ductile iron Pipe	Product Data	ACT Pipe	9/29/04		6		
Addison	42.1	TOA/DWU	Fabricated Ductile Pipe	Product Data	ACT Pipe	9/29/04		6		
Addison	43.1	TOA/DWU	Gate Valves - Water -	Product Data	ACT Pipe	9/29/04		6		
Addison	44.1	TOA/DWU	6" Blowoff Manhole	Shop drawings	ACT Pipe	9/29/04		6		
TxDot	45.1	TxDot	Concrete U-Beam Shop Drawings - Unit 4	Shop Drawings	Texas Concrete	10/4/04		1		
TxDot 440	46.1	TxDot 440.2	Rebar - Bents 9 & 10	Placing Sheets	Lofland	10/4/04		1		



RFI #	SUBJECT	AUTHOR	SENT TO	DATE SENT	DATE REQUIRED	DATE RESPONDED	DAYS OUT	PCO Y/N	PCO #
1	Existing Ground Profiles	Andrew	HNTB	07/28/04	08/02/04	7/28/2004	0	N	
2	Horizontal alignment information	Andrew	HNTB	07/28/04	08/02/04	7/27/2004	1	N	
3	ROW information - COORDINATE	Andrew	HNTB	07/26/04	08/02/04	8/18/2004	23	N	
4	Cross Slope Info	Andrew	HNTB	07/28/04	08/02/04	8/4/2004	9	N	
4A	Cross Slope Info	Andrew	HNTB	10/04/04	10/11/04				
5	Limits of brickyard info	Andrew	HNTB	07/26/04	08/02/04	8/18/2004	23	N	
6	Crushed Concrete Pipe Bedding	Andrew	HNTB	07/26/04	08/02/04	7/29/2004	3	N	
7	ROW information - IN ROADWAY	Andrew	HNTB	07/26/04	08/02/04	8/16/2004	23	N	
8	Retaining Wall Offset	Andrew	HNTB	07/26/04	08/02/04	8/4/2004	9	N	
9	Texas Conc - U- Beam Questions	Andrew	HNTB	07/28/04	08/02/04	8/4/2004	9	N	
10	Sanitary Sewer Manholes	Andrew	HNTB	08/02/04	08/09/04	8/2/2004	0	N	
11	Pipe Sleeve and Bearing Plate Modifications	Andrew	HNTB	08/03/04	08/10/04	6/5/2004	2	N	
11a	Pipe Sleeve and Bearing Plate Modifications - revised	Andrew	HNTB	08/04/04	08/11/04	8/5/2004	1	N	
12	Slab Dowel Cup - BS-9	Andrew	HNTB	08/04/04	08/11/04	8/19/2004	15	N	
12A	Slab Dowel Cup - BS-9 - Revised	Andrew	HNTB	08/19/04	08/26/04	8/31/2004	12	N	
13	Bronze Plaque Information	Andrew	HNTB	08/04/04	08/11/04				
14	Existing Concrete At the Rink	Andrew	HNTB	08/18/04	08/25/04	8/26/2004	8	N	
15	Flange Vaire @ 80" WL	Andrew	HNTB	08/19/04	08/28/04	8/27/2004	8	N	
16	Tree Removal	Andrew	HNTB	08/24/04	08/31/04	9/1/2004	8	N	
17	General Provisions	Andrew	HNTB	08/25/04	09/01/04	9/13/2004	19		
18	Roadway Grades	Andrew	HNTB	08/25/04	09/01/04				
19	MSE Top of Wall Grades	Andrew	HNTB	08/25/04	09/01/04	8/31/2004	6	Y	
20	Longitudinal Weld Seam Arch	Andrew	HNTB	08/26/04	09/02/04	9/14/2004	19	Y	
21	Stinger Material	Andrew	HNTB	08/26/04	09/02/04	9/1/2004	6	N	
22	Shop Visit	Andrew	HNTB	08/26/04	09/02/04	8/27/2004	1	N	
23	Curb at The Rink Parking Lot	Andrew	HNTB	08/26/04	09/02/04				
24	Drop Bowl Assemble	Andrew	HNTB	08/31/04	09/07/04				
25	Dirt Grades Face of RW #3	Andrew	HNTB	09/02/04	09/09/04				
26	Irrigation Line Conflict - Court Yard Drive	Andrew	HNTB	09/02/04	09/09/04	9/14/2004	12	Y	
27	Grouted Riprap Detail	Andrew	HNTB	10/04/04	10/11/04				
28	Headwall Riprap - Lat B-2	Andrew	HNTB	10/04/04	10/11/04				
29	Revised Column Rebar	Andrew	HNTB	10/05/04	10/12/04				
30	Revised Cover Plate - Stinger	Andrew	HNTB	10/05/04	10/12/04				

JEANY

Weekly Meeting Agenda

Date: Tuesday, October 4, 2004

Arapaho Road

Time 10:00 P.M.

Location: Field Office

I. Safety Issues

1. Flags are needed on all cranes and drill rigs within 10,000 feet of the airport. A/W has put a flag on our crane and all subcontractors have been notified. Telephone notification is also needed when any work is being done within this area.

II. Submittals/ R.F.I.'s /P.C.O.'s

III. Old Business

1. Archer Western must move forward with the TXU conduit. What is the status? 8-24. HNTB meet with Grantham and a new plan sheet is being drafted. 8-31. A/W received new plan sheets on 9-07 with revised TXU conduit and drainage. New sheets are being reviewed by A/W. 9-08. Several changes have been made to new plan sheets. A/W will get pricing to HNTB. 9-14. Work is progressing , pricing is coming.

2. The irrigation system at Comfort Suite Motel needs to be relocated in order for the service to the west side of the property to remain operational. Pricing is coming. 9-14. Pricing has been turned in. We are waiting on HNTB to respond 9-21. HNTB & The Town are looking into the problem. Still pending. 10-4.

3. Can the Town of Addison provide police during the electrical shutdowns? Guy will check with Jennie and Steve. Jennie said the Town can provide officers. Closed 10-

4. HNTB requests pricing on the following items:

- A. Additional signs for Motel 6
- B. Change parking lots from 10" to 6" paving
- C. Slotted CMP
- D. Curb and Gutter
- E. TXU duct banks at Midway Road
- F. 8" water valve

A/W is working on prices for these items.

IV. Change Orders

V. New Business

1. Soil samples were given to HNTB on 9-16-04 for roadway embankment. Do we have the results back yet? The material is acceptable per HNTB. This is the fill A/W plans to use on the project. Closed 10-04.

2. Electrical run #7 shows it to be SBC conduits on the conformed drawings. On the bid plans it was a TXU run that they said they did not require. SBC stated on 9-23 that this conduit may possible be eliminated.

3. Shop drawings from Hanson for the 60" water relocate were submitted on September 8 with a return date of September 16 requested. Hanson has informed A/W that they need eight weeks to fabricate the pipe once the drawings are approved. As of now the window for the work set forth by DWU can not be met.

I. Schedule

1 Review Weekly Schedule

10/4/2004

ARAPAHO ROAD



Activity Description	Prod	Current Week						Next Week						Following Week						Equipment
		M	T	W	T	F	S/S	M	T	W	T	F	S/S	M	T	W	T	F	S/S	
		4	5	6	7	8	9	11	12	13	14	15	16	18	19	20	21	22	23	
TXU Lines		X	X	X	X	X	/	X	X	X	X	X	/	X	X	X	X	X	/	S&J/ TXU
Excavate/Embank Brickyard ✓			X	X	X	X	/	X	X	X	X	X	/	X	X	X	X	X	/	
Box Culvert A & B		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Roadway Embankment		X	X	X	X	X	/	X	X	X	X	X	/	X	X	X	X	X	/	
Tie-In Waterline					X	/						/						/		
Demo Concrete Channel		X	X	X	X	X	/	X	X	X	X	X	/	X	X	X	X	X	/	
Embank Channel		X	X	X	X	X	/	X	X	X	X	X	/	X	X	X	X	X	/	
D/S Bents 10-14		X	X	X	X	X	/	X	X	X	X	X	/						/	
Footings Bent 10							/	X	X	X	X	X	/	X	X	X	X	X	/	
Demo Concrete Parking Lots			X	X	X	X	/						/						/	
12" Sanitary Sewer				X	X	X	/	X	X	X	X	X	/	X	X	X	X	X	/	
							/						/						/	
							/						/						/	
							/						/						/	

10/4/2004

Monthly Progress Report

Construction Services for the Arapaho Road Bridge Over Midway Road

URS Project No. 25334402

Period: From September 25, 2004 to October 29, 2004

1. General Accomplishments

1.1 Responded to questions from HNTB and RFI's from contractor.

2. Progress This Period

2.1 Responded to RFI Nos. 29

2.2 Responded to questions from HNTB

3. Anticipated Next Period

3.1 Respond to RFIs

3.2 Respond to HNTB questions.

4. Schedule Status

4.1 All outstanding questions have been responded to.

5. Issues / Impacts

5.1 None.

Monthly Progress Report

Construction Services for the Arapaho Road Bridge Over Midway Road

URS Project No. 25334402

Period: Through September 24, 2004

1. General Accomplishments

1.1 Responded to questions from HNTB and RFI's from contractor..

2. Progress This Period

2.1 Responded to RFI Nos. 9, 11, 20 & 21

2.2 Responded to questions from HNTB

2.3 Created a CD of all drawing files for contractor as requested by HNTB

3. Anticipated Next Period

3.1 Respond to RFIs

3.2 Respond to HNTB questions.

4. Schedule Status

4.1 All outstanding questions have been responded to.

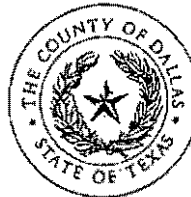
5. Issues / Impacts

5.1 None.

PAYABLE BY THE COUNTY TREASURER OF THE COUNTY OF DALLAS, STATE OF TEXAS

NO. 120292537

CHARGE TO FUND: NO. 120 GENERAL FUND



DAY MO. YR.
21-SEP-04

PAY TO THE ORDER OF:

DOLLARS CENTS
PAY \$*****8,811.07

TOWN OF ADDISON

Allowed by Commissioners Court

Registered and Approved for Payment:

Eight Thousand Eight Hundred Eleven Dollars And 07 Cents*****

LISA HEMBRY, County Treasurer

Countersigned
VIRGINIA A PORTER, County Auditor

September 24, 2004



Lisa Hembry

Virginia Porter

PAYABLE AT
BANK OF AMERICA
Wichita Falls, Tx

IN ACCORDANCE WITH STATE LAW, CHECK BECOMES
NON-NEGOTIABLE AND VOID IF NOT PRESENT FOR
PAYMENT BEFORE 366TH DAY FOLLOWING ISSUANCE.
SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈ 1 20 29 253 7 ⑈ ⑆ 1 1 1 90 1 30 2 ⑆ 2 3 3 0 0 0 3 2 0 2 ⑈

DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT
16-SEP-04	P:RB1:35	REFUND OF BAL OF DEPOSIT--PROJ: P:RB1:35 ADDISON RD CO#2004	8,811.07

*9/27/04 - Check TO: Randy
Via I/O MAIL*

8,811.07

TOWN OF ADDISON
ATTN: DIRECTOR OF STREETS
PO BOX 9010
ADDISON, TX 75001-9010

120292537



Archer Western
Contractors

RECEIVED
SEP 16 2004
HNTB CORPORATION
DALLAS, TEXAS

September 16, 2004

Letter: HNTB -05

HNTB
5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
Irrigation Lines @ Comfort Suites

Dear Guy:

Archer Western sent RFI 26 to HNTB on September 2, 2004, RFI 26 concerned the existing landscape irrigation system at the Courtyard Suites being in conflict with the proposed roadway construction. On September 14, 2004, we received the response to RFI 26 reference a note in the plans that stated "Contractor shall obtain as-built drawing from the City and Patch and Repair existing irrigation system damages by construction". We acknowledge that damage to existing Irrigation systems damaged by Archer Western and our subcontractors during the course of construction is to be repaired by Archer Western, but RFI 26 dealt with a conflict between the existing irrigation system and the Proposed Roadway Construction. We have enclosed RFI 26a to readdress the original conflict. In accordance with verbal conversations with HNTB, we have had American Landscape Systems price relocation the existing irrigation system out of the proposed construction area and have enclosed the price for the relocation.

Please respond to the resubmitted RFI 26a and approve the irrigation relocation so that the proposed construction will not be delayed.

Archer Western will track this change as PCO #17

If you require additional information, please contact me at our field office.

Sincerely,

Ben Withered
Project Manager

for

Enclosures

XC: Don Good
File

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: <u>HNTB</u> <u>5910 W Plano Parkway</u> <u>Plano, TX 75093</u> _____ ATTENTION: <u>Guy Van Baulen</u> _____	DATE: <u>September 16, 2004</u> PROJECT: <u>Town of Addison</u> PROJECT NO.: <u>204059</u> PCO No. <u>17</u>
--	---

Description: Relocate Irrigation Line Outside proposed construction at Courtyard Suites

A	TOTAL MATERIAL COST	\$	-
B	TOTAL LABOR COST (Labor & Burden)	\$	-
C	TOTAL EQUIPMENT COST	\$	-
SUBTOTAL			\$0.00

E	SUBCONTRACTOR COST	\$	3,420.31
SUBTOTAL			\$3,420.31

G	TOTAL DIRECT JOB COST		\$3,420.31
H	BOND & INSURANCE AT 2 %		\$68.41

TOTAL CHANGE PROPOSAL COST	\$3,488.71
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	0

Archer Western	Date
Approval	

Subcontractor

September 16, 2004

Town of Addison

204059

ITEM OF WORK: Irrigation Relocation

SUBCONTRACT	UNIT	EST. QTY.	UNIT PRICE	TOTAL
American Landscape	LS	1	\$ 2,974.18	\$ 2,974.18
				\$ -
				\$ -

SUBTOTAL SUBCONTRACTOR COST \$ 2,974.18
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ 446.13
 TOTAL SUBCONTRACTOR COST \$ 3,420.31

TOTAL COST OF ADDED ITEM
 UNIT PRICE (TOTAL COST DIVIDED BY EST. QTY.) \$ -

Work Description: Relocate Irrigation Line Outside proposed construction at Courtyard Suites

Copy → Steve C



Archer Western
Contractors

September 16, 2004

Letter: HNTB -05

HNTB
5910 W Plano Parkway
Suite 200
Plano, Texas 75093
Attn: Mr. Guy Van-Baulen

RE: Town of Addison
Arapaho Road Phase III
Project No. 04-22
Irrigation Lines @ Comfort Suites

Dear Guy:

Archer Western sent RFI 26 to HNTB on September 2, 2004, RFI 26 concerned the existing landscape irrigation system at the Courtyard Suites being in conflict with the proposed roadway construction. On September 14, 2004, we received the response to RFI 26 reference a note in the plans that stated "Contractor shall obtain as-built drawing from the City and Patch and Repair existing irrigation system damages by construction". We acknowledge that damage to existing irrigation systems damaged by Archer Western and our subcontractors during the course of construction is to be repaired by Archer Western, but RFI 26 dealt with a conflict between the existing irrigation system and the Proposed Roadway Construction. We have enclosed RFI 26a to readdress the original conflict. In accordance with verbal conversations with HNTB, we have had American Landscape Systems price relocation the existing irrigation system out of the proposed construction area and have enclosed the price for the relocation.

Please respond to the resubmitted RFI 26a and approve the irrigation relocation so that the proposed construction will not be delayed.

Archer Western will track this change as PCO #17

If you require additional information, please contact me at our field office.

Sincerely,

Ben Withered
Project Manager

For.

Enclosures

XC: Don Good
File

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

<p>TO: <u>HNTB</u> <u>5910 W Plano Parkway</u> <u>Plano, TX 75093</u></p> <p>ATTENTION: <u>Guy Van Baulen</u></p>	<p>DATE: <u>September 16, 2004</u></p> <p>PROJECT: <u>Town of Addison</u></p> <p>PROJECT NO.: <u>204059</u></p> <p>PCO No. <u>17</u></p>
---	--

Description: Relocate Irrigation Line Outside porposed construction at Courtyard Suites

A	TOTAL MATERIAL COST	\$	-	
B	TOTAL LABOR COST (Labor & Burden)	\$	-	
C	TOTAL EQUIPMENT COST	\$	-	
SUBTOTAL				\$0.00

E	SUBCONTRACTOR COST	\$	3,420.31	
SUBTOTAL				\$3,420.31

G	TOTAL DIRECT JOB COST		\$3,420.31	
H	BOND & INSURANCE AT 2 %		\$68.41	

TOTAL CHANGE PROPOSAL COST	\$3,488.71
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	0

Archer Western _____ Date _____

Approval _____

Subcontractor

September 16, 2004

Town of Addison

204059

ITEM OF WORK: Irrigation Relocation

SUBCONTRACT	UNIT	EST. QTY.	UNIT PRICE	TOTAL
American Landscape	LS	1	\$ 2,974.18	\$ 2,974.18
				\$ -
				\$ -

SUBTOTAL SUBCONTRACTOR COST \$ 2,974.18
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ 446.13
 TOTAL SUBCONTRACTOR COST \$ 3,420.31
 TOTAL COST OF ADDED ITEM
 UNIT PRICE (TOTAL COST DIVIDED BY EST. QTY.) \$ -

Work Description: Relocate Irrigation Line Outside proposed construction at Courtyard Suites

REQUEST FOR INFORMATION

PROJECT No. Arapaho Phase III

RFI # 26A

Date : September 16, 2004

Submitted To:
HNTB
5910 W. Plano Parkway, Ste 200
Plano, Texas 75093
Guy Van Bulen

Submitted By:
Archer Western Contractors, Ltd.

Andrew Schneemann

Subject	Discipline	Co-Author	Copies To
Irrigation Line Conflict with Driveway @ Comfort Suites	Civil		Steve Chutchian

Cost Impact	Amount	Schedule Impact	Days	Drawing Impact
Unknown	Unknown	Unknown	Unknown	Unknown

Information Requested:

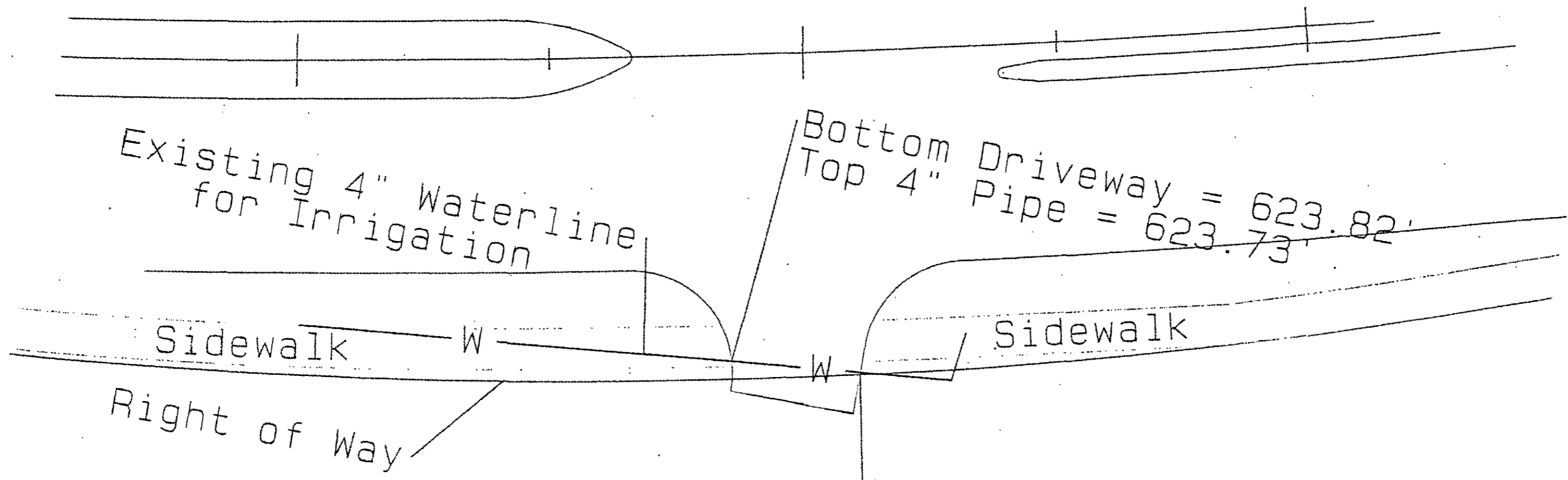
Please review the attached drawing of the conflict between the existing irrigation line and the proposed Driveway and Sidewalk @ the Comfort Suite hotel. The existing line will conflict with the concrete driveway paving and will reside under the proposed sidewalk. Please provide direction on how to resolve this conflict.

Response:

RFI#26

71+00

72+00



Comfort
Suites

Weekly Meeting Agenda

Date: Tuesday, September 9, 2004
Time 10:00 AM
Location: Field Office

Arapaho Road

I. Safety Issues

II. Schedule

- 1 Review Weekly Schedule

III. Submittals

1. HNTB requests a breakdown on the Lump Sum items for the monthly pay estimate. Andrew is working on it. 8-31. Breakdown has been given to HNTB. Closed 9-08.

IV. Old Business

- Got it*
1. Has Temporary Construction Easement been secured with Dart for site grading purposes? 8-24. HNTB said it is close to completed. A/W received conformation from DART. Closed 9-4.
 - ✓ 2. Paving removal discrepancy at "The Rink". Guy said he should have an answer on Wed. 8-25. Guy said all concrete is to be removed. Closed 9-08.
 3. Archer Western must move forward with the TXU conduit. What is the status? 8-24.
 - ✓ HNTB meet with Grantham and a new plan sheet is being drafted. 8-31. A/W received new plan sheets on 9-07 with revised TXU conduit and drainage. New sheets are being reviewed by A/W. 9-08
 - ✓ 4. What is the status of the water tap? A/W received a verbal OK from Guy on Mon. 8-30-04 to proceed with a 2" tap on the south side of Arapaho Road. 8-31. Water tap should be made this week. Closed 9-08.
 - ✓ 5. Comcast has asked for a 4" conduit to be located in the TXU duct bank at two locations where they are on the TXU poles. 8-24.
HNTB asked for a letter from Comcast requesting an additional conduit for their cable.
A/W has relayed this to Comcast and a letter is coming. 8-31. A/W has not received anything yet, we will follow up. 9-08.

V. Change Orders

- ✓1. HNTB requests pricing on temporary fence at D.W.U. water plant. A/W is in the process of getting price. Price is coming. 8-24. Work is being done today 9-08. Closed 9-08.

VI. New Business

1. Additional concrete removal and fence relocating is needed in order to relocate the 8" water line and hydrant at station 39+50.
2. The irrigation system at Comfort Suite Motel needs to be relocated in order for the service to the west side of the property to remain operational.

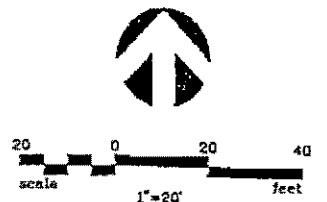
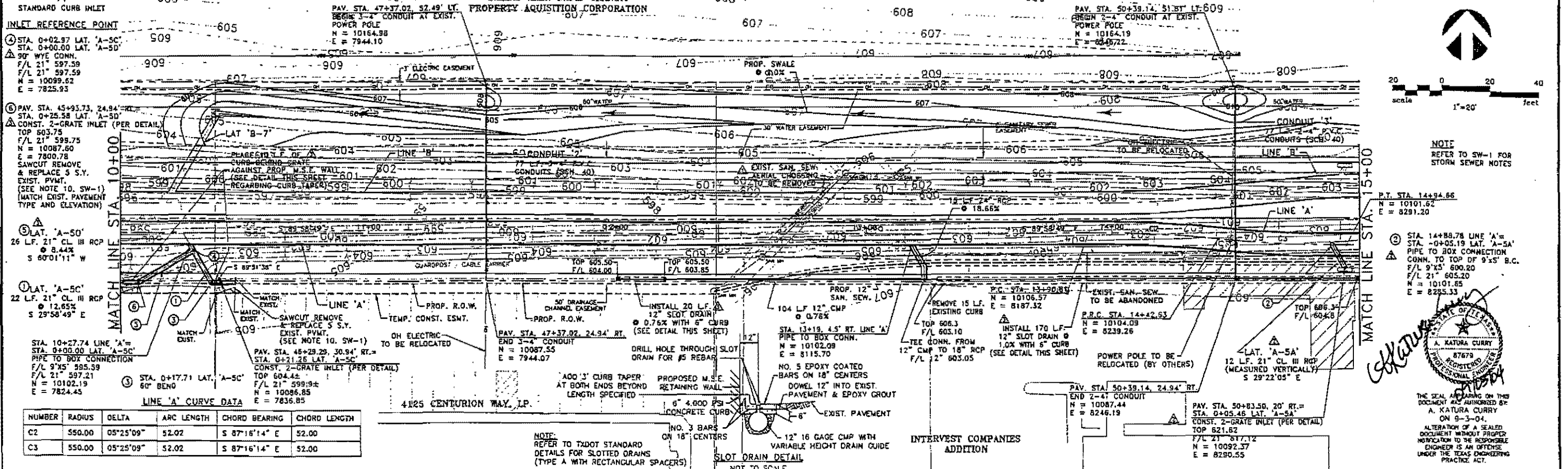
RFI LOG



PROJECT: ARAPAHO ROAD PHASE III

A/W #: 204059

RFI #	SUBJECT	AUTHOR	SENT TO	DATE SENT	DATE REQUIRED	DATE RESPONDED	DAYS OUT	PCO Y/N	PCO #
1	Existing Ground Profiles	Andrew	HNTB	07/26/04	06/02/04	7/26/2004	0	N	
2	Horizontal alignment information	Andrew	HNTB	07/26/04	08/02/04	7/27/2004	1	N	
3	ROW information - COORDINATE	Andrew	HNTB	07/26/04	08/02/04	8/16/2004	23	N	
4	Cross Slope info	Andrew	HNTB	07/26/04	08/02/04	8/4/2004	9	N	
5	Limits of brkcyard info	Andrew	HNTB	07/26/04	08/02/04	8/16/2004	23	N	
6	Crushed Concrete Pipe Bedding	Andrew	HNTB	07/26/04	08/02/04	7/29/2004	3	N	
7	ROW Information - IN ROADWAY	Andrew	HNTB	07/26/04	08/02/04	8/18/2004	23	N	
8	Retaining Wall Offset	Andrew	HNTB	07/26/04	08/02/04	8/4/2004	9	N	
9	Texas Conc - U-Beam Questions	Andrew	HNTB	07/26/04	08/02/04	8/4/2004	9	N	
10	Sanitary Sewer Manholes	Andrew	HNTB	08/02/04	08/09/04	8/2/2004	0	N	
11	Pipe Steeve and Bearing Plate Modifications	Andrew	HNTB	08/03/04	08/10/04	8/5/2004	2	N	
11a	Pipe Sleeve and Bearing Plate Modifications - revised	Andrew	HNTB	08/04/04	08/11/04	8/5/2004	1	N	
12	Slab Dowel Cup - BS-9	Andrew	HNTB	08/04/04	08/11/04	8/19/2004	15	N	
12A	Slab Dowel Cup - BS-9 - Revised	Andrew	HNTB	08/19/04	08/26/04	8/31/2004	12	N	
13	Bronze Plaque information	Andrew	HNTB	08/04/04	08/11/04				
14	Existing Concrete At the Rink	Andrew	HNTB	08/18/04	08/25/04	8/28/2004	8	n	
15	Flang Valve @ 50" WL	Andrew	HNTB	08/19/04	08/26/04	8/27/2004	8	n	
16	Tree Removal	Andrew	HNTB	08/24/04	08/31/04	9/1/2004	8	n	
17	General Provisions	Andrew	HNTB	08/25/04	09/01/04				
18	Roadway Grades	Andrew	HNTB	08/25/04	09/01/04				
19	MSE Top of Wall Grades	Andrew	HNTB	08/25/04	09/01/04	8/31/2004	6	Y	
20	Longitudinal Weld Seam Arch	Andrew	HNTB	08/26/04	09/02/04				
21	Stringer Material	Andrew	HNTB	08/26/04	09/02/04				
22	Shop Visit	Andrew	HNTB	08/26/04	09/02/04	8/27/2004			
23	Curb at The Rink Parking Lot	Andrew	HNTB	08/26/04	09/02/04				
24	Drop Bowl Assemble	Andrew	HNTB	08/31/04	09/07/04				
25	Dirf Grades Face of RW #3	Andrew	HNTB	09/02/04	09/09/04				
26	Irrigation Line Conflict - Court Yard Drive	Andrew	HNTB	09/02/04	09/09/04				
27									
28									
29									



NOTE: REFER TO SW-1 FOR STORM SEWER NOTES

INLET REFERENCE POINT
 ④ STA. 0+02.97 LAT. 'A-5C'
 STA. 0+00.00 LAT. 'A-5D'
 90° WYE CONN.
 F/L 21" 597.59
 F/L 21" 597.59
 N = 10099.62
 E = 7825.93

⑥ PAY. STA. 45+95.73, 24.94'
 STA. 0+25.58 LAT. 'A-5D'
 CONST. 2-GRATE INLET (PER DETAIL)
 TOP 603.75
 F/L 21" 599.75
 N = 10087.60
 E = 7800.78
 SAWCUT REMOVE & REPLACE 5 S.Y. EXIST. P.V.M.T. (SEE NOTE 10. SW-1) (MATCH EXIST. PAVEMENT TYPE AND ELEVATION)

③ LAT. 'A-50'
 26 LF. 21" CL III RCP
 S 8.44%
 S 60°01'11" W

① LAT. 'A-5C'
 22 LF. 21" CL III RCP
 S 12.65%
 S 29°58'49" E

STA. 10+27.74 LINE 'A'
 STA. 0+00.00 LAT. 'A-5C'
 PIPE TO BOX CONNECTION
 F/L 9'x5' 595.59
 F/L 21" 597.21
 N = 10102.19
 E = 7824.45

③ STA. 0+17.71 LAT. 'A-5C'
 60" BEND
 TOP 604.44
 F/L 21" 599.94
 N = 10086.85
 E = 7836.85

PAY. STA. 47+37.02, 24.94' RT.
 END 3-4 CONDUIT
 N = 10087.55
 E = 7944.07

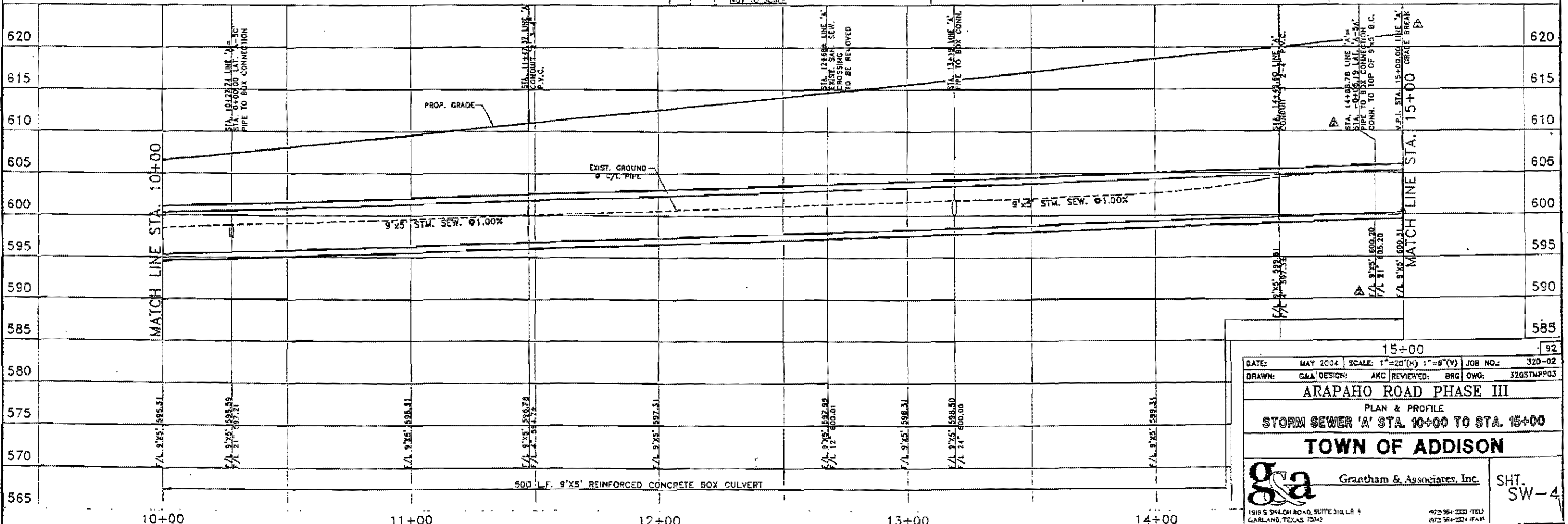
PAY. STA. 48+29.29, 30.94' RT.
 STA. 0+21.26 LAT. 'A-5C'
 CONST. 2-GRATE INLET (PER DETAIL)
 TOP 604.44
 F/L 21" 599.94
 N = 10086.85
 E = 7836.85

PAY. STA. 50+39.14, 24.94' RT.
 END 2-4 CONDUIT
 N = 10087.44
 E = 8246.19

PAY. STA. 50+83.50, 20' RT.
 STA. 0+05.46 LAT. 'A-5A'
 CONST. 2-GRATE INLET (PER DETAIL)
 TOP 621.82
 F/L 21" 617.12
 N = 10092.37
 E = 8280.55

LINE 'A' CURVE DATA

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C2	550.00	05°25'09"	52.02	S 87°16'14" E	52.00
C3	550.00	05°25'09"	52.02	S 87°16'14" E	52.00

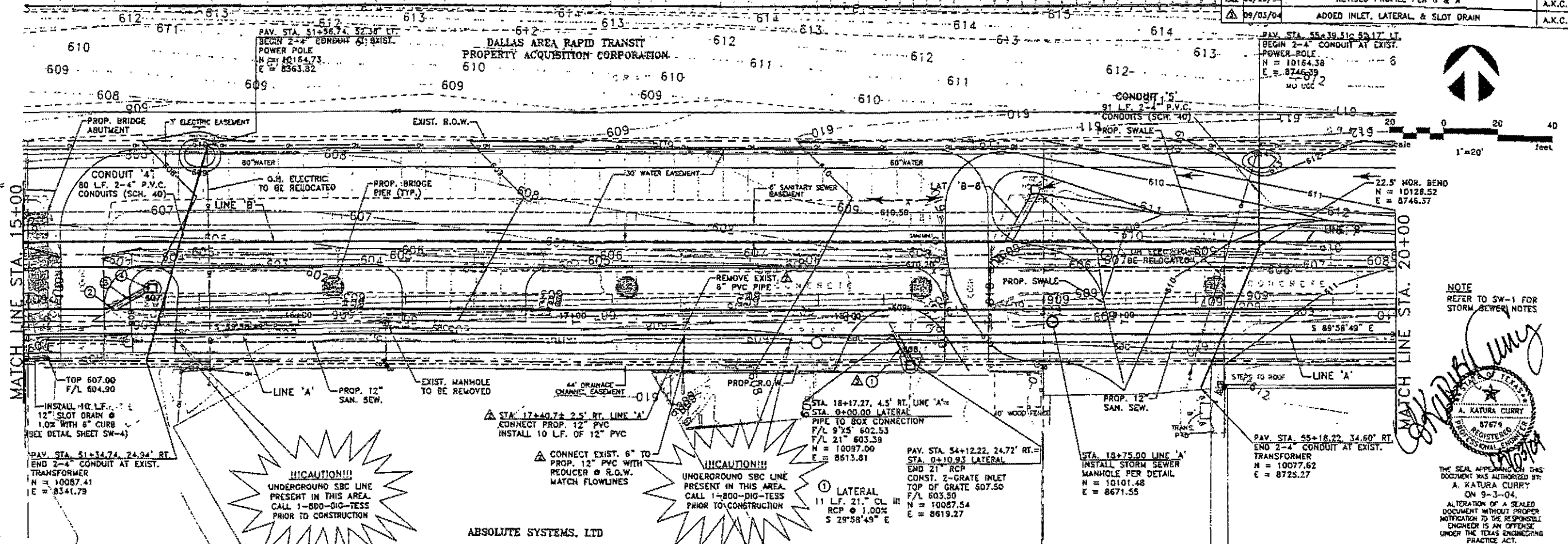


15+00 92

DATE: MAY 2004 SCALE: 1"=20'(H) 1"=5'(V) JOB NO.: 320-02
 DRAWN: G&A DESIGN: AKC REVIEWED: BRG OWG: 320STWPP03

ARAPAHO ROAD PHASE III
 PLAN & PROFILE
 STORM SEWER 'A' STA. 10+00 TO STA. 15+00
TOWN OF ADDISON

G&A Grantham & Associates, Inc. SHT. SW-4
 1918 S WALTON ROAD, SUITE 310, LB 4 GARLAND, TEXAS 75042 972.364.3333 TEL 972.364.3334 FAX



- ② STA. 15+32.93, 4.5' RT. LINE 'A' = STA. 0+00.00 LATERAL 'A' PIPE TO BOX CONNECTION F/L 9'x5' 600.54 F/L 21' 602.16 N = 10106.10 E = 8329.48
- ③ LATERAL 'A' 15' L.F. 21" CL III RCP @ 5.64% N 60°01'11" E
- ④ PAY. STA. 51+35.32, 1.29' LT. = STA. 0+14.90 LATERAL 'A' END 21' RCP CONST. TYPE 'Y' INLET TOP OF INLET 608.00 THROAT 607.00 F/L 603.00 N = 10113.55 E = 8342.38

MATCH LINE STA. 15+00

NOTE REFER TO SW-1 FOR STORM SEWER NOTES

A. Katura Curry

REGISTERED PROFESSIONAL ENGINEER
No. 87679
STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY: A. KATURA CURRY ON 9-3-04.
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

!!!CAUTION!!!
UNDERGROUND SBC LINE PRESENT IN THIS AREA. CALL 1-800-DIG-TESS PRIOR TO CONSTRUCTION

!!!CAUTION!!!
UNDERGROUND SBC LINE PRESENT IN THIS AREA. CALL 1-800-DIG-TESS PRIOR TO CONSTRUCTION

ABSOLUTE SYSTEMS, LTD

625									625
620									620
615									615
610									610
605									605
600									600
595									595
590									590
585									585
580									580
575									575
570									570

MATCH LINE STA. 15+00

MATCH LINE STA. 20+00

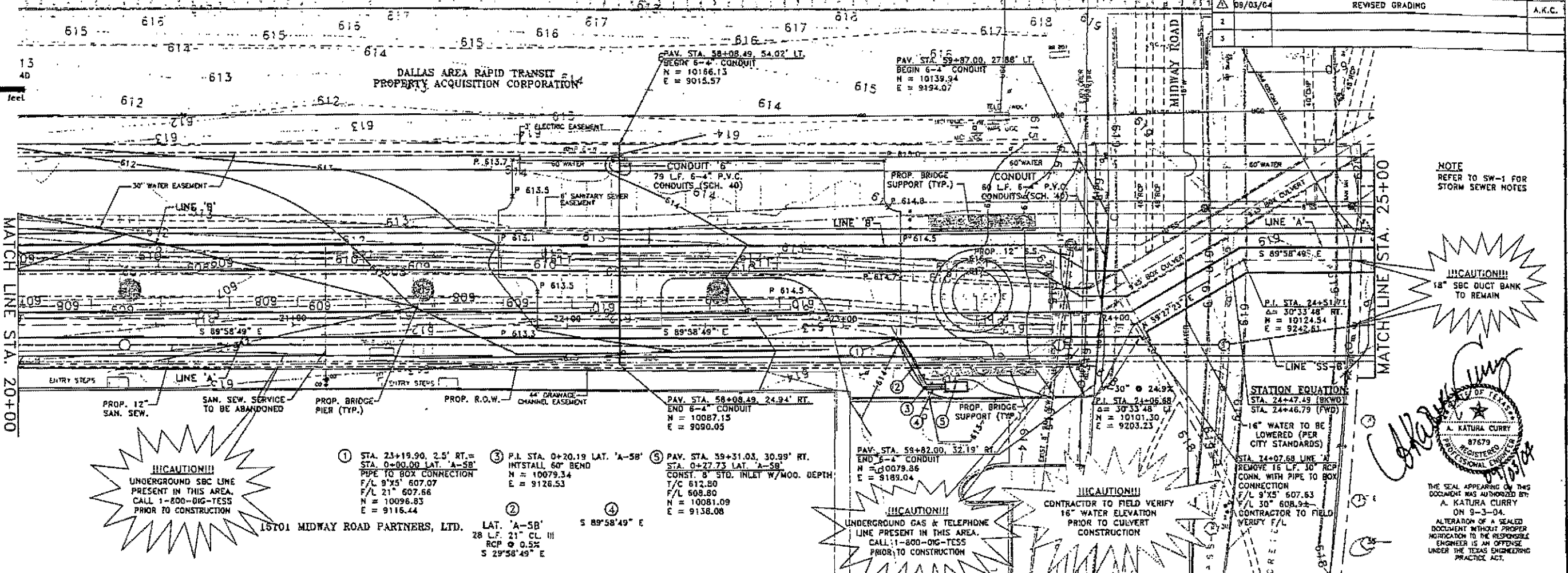
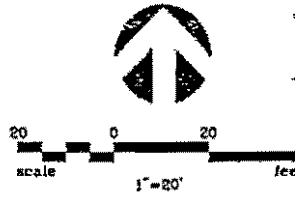
20+00 93

DATE: MAY 2004 SCALE: 1"=20'(H) 1"=8'(V) JOB NO.: 320-02
 DRAWN: G&A DESIGN: AKC REVIEWED: BRG DWG: 320STMPD4

ARAPAHO ROAD PHASE III
 PLAN & PROFILE
STORM SEWER 'A' STA. 15+00 TO STA. 20+00

TOWN OF ADDISON

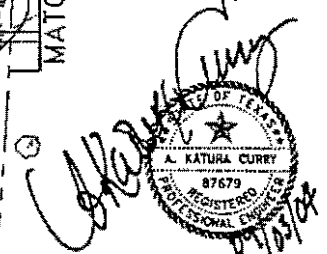
g&a Grantham & Associates, Inc. SHT. SW-5
 1019 S SHILOH RD NO. SUITE 310, L.B. 5 GARLAND, TEXAS 75042 (972) 564-2333 FAX: (972) 564-2331



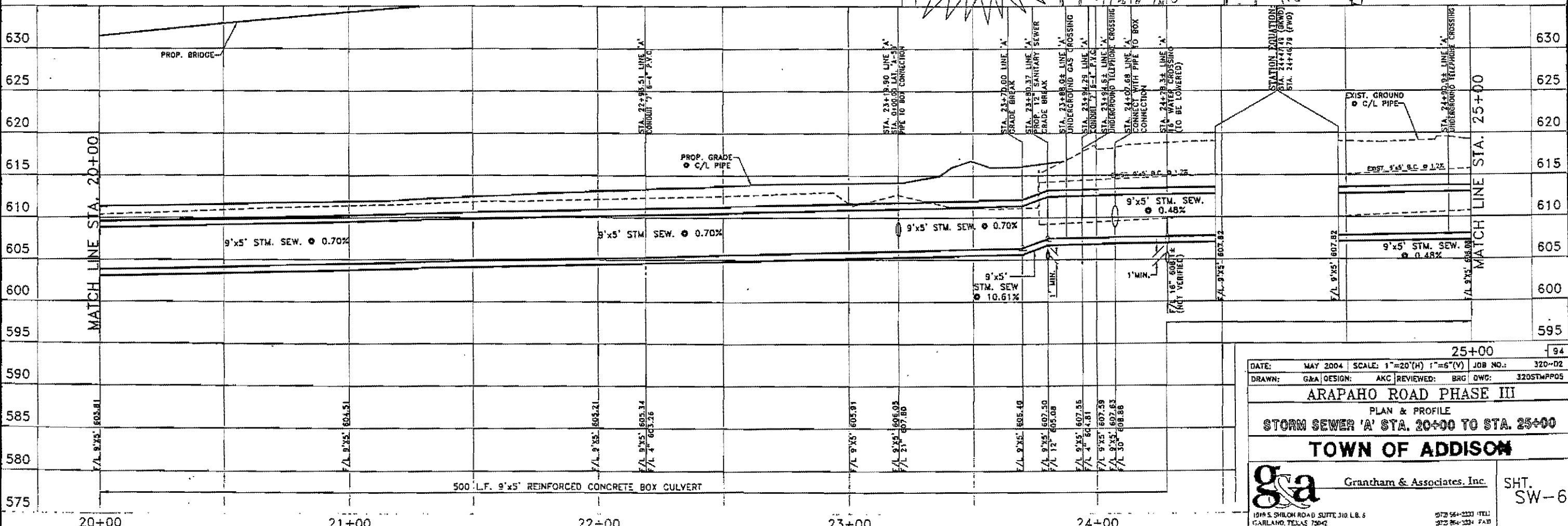
CAUTION!!!
 UNDERGROUND SBC LINE
 PRESENT IN THIS AREA.
 CALL 1-800-DIG-TESS
 PRIOR TO CONSTRUCTION

CAUTION!!!
 UNDERGROUND GAS & TELEPHONE
 LINE PRESENT IN THIS AREA.
 CALL 1-800-DIG-TESS
 PRIOR TO CONSTRUCTION

CAUTION!!!
 18" SBC DUCT BANK
 TO REMAIN

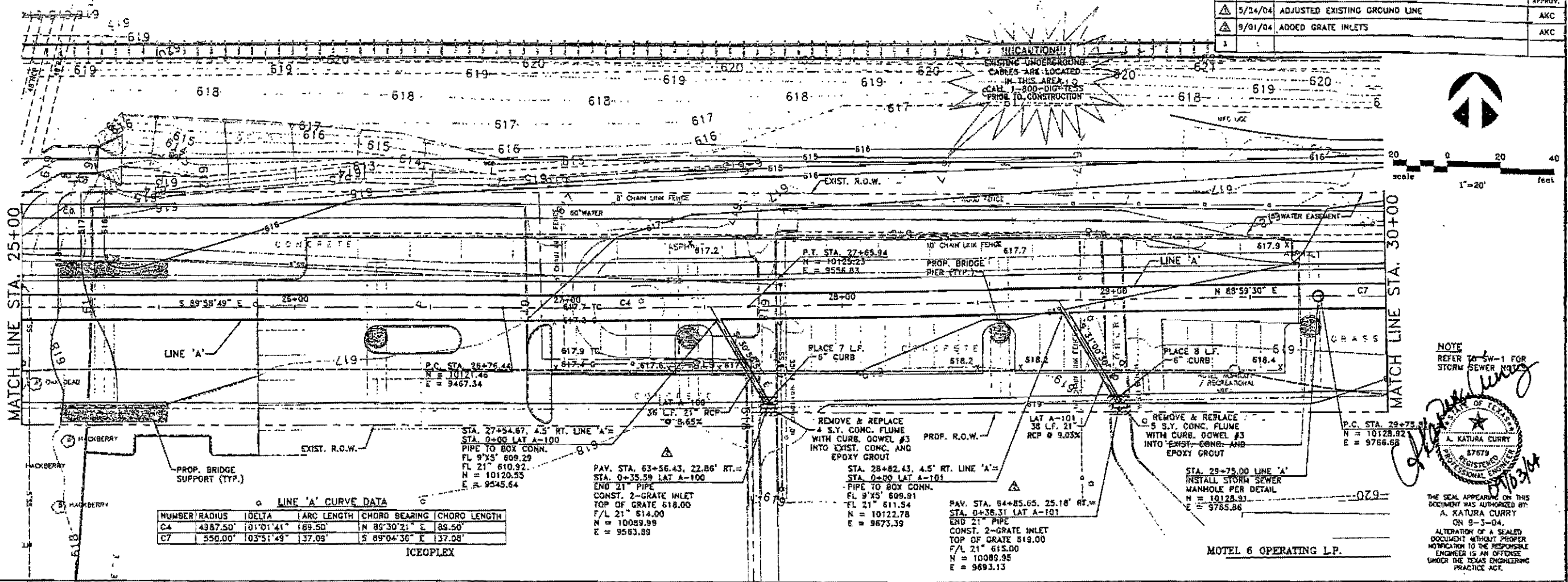


THE SEAL APPEARING ON THIS
 DOCUMENT WAS AUTHORIZED BY
 A. KATURA CURRY
 ON 9-3-04.
 ALTERATION OF A SEALED
 DOCUMENT WITHOUT PROPER
 NOTIFICATION TO THE RESPONSIBLE
 ENGINEER IS AN OFFENSE
 UNDER THE TEXAS ENGINEERING
 PRACTICE ACT.



25+00			
DATE:	MAY 2004	SCALE: 1"=20'(H) 1"=6'(V)	JOB NO.: 320-02
DRAWN:	G&A DESIGN	AKC [REVIEWED: BRG]	DWG: 320STMP05
ARAPAHO ROAD PHASE III			
PLAN & PROFILE			
STORM SEWER 'A' STA. 20+00 TO STA. 25+00			
TOWN OF ADDISON			
		Grantham & Associates, Inc.	
1019 S. SHILOH ROAD, SUITE 310, L.B. 5 GARLAND, TEXAS 75042		972-564-2233 (TEL) 972-264-2234 (FAX)	
			SHT. SW-6

NO.	DATE	REVISION	APPROV.
1	3/24/04	ADJUSTED EXISTING GROUND LINE	AKC
2	9/01/04	ADDED GRATE INLETS	AKC



LINE 'A' CURVE DATA

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C4	4987.50'	01°01'41"	189.50'	N 89°30'21" E	89.50'
C7	550.00'	03°51'49"	37.09'	S 89°04'36" E	37.08'

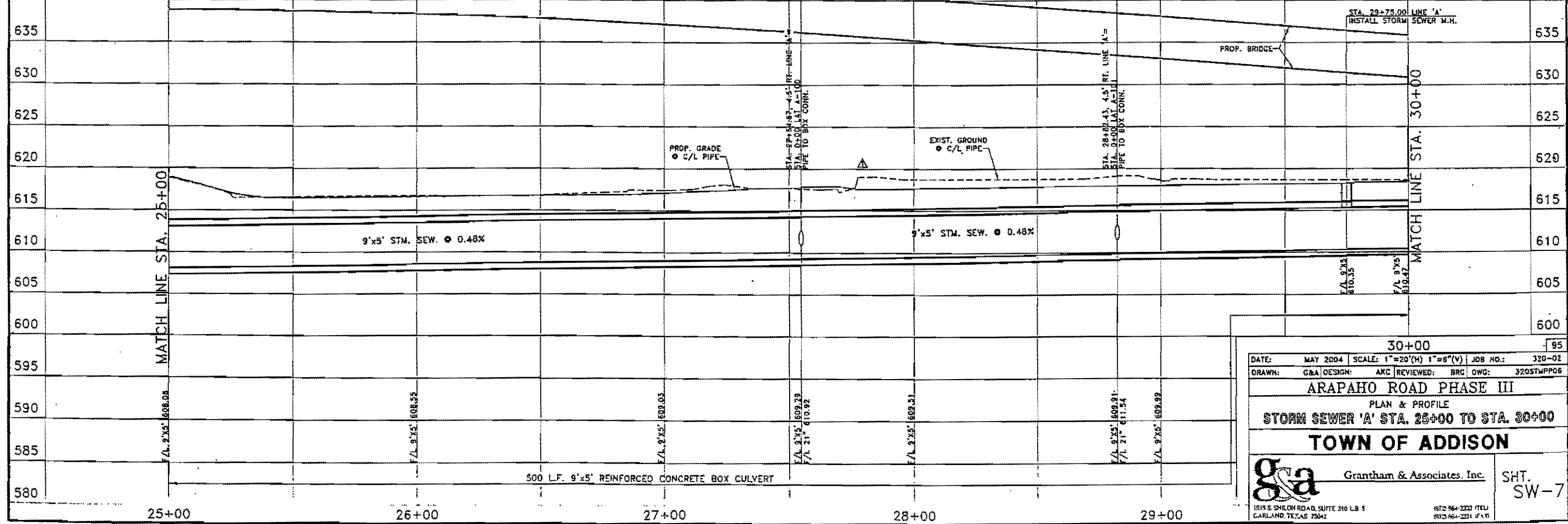
ICEPLEX

NOTE
REFER TO SW-1 FOR
STORM SEWER NOTES

[Signature]

A. KATURA CURRY
REGISTERED PROFESSIONAL ENGINEER
NO. 87679
STATE OF TEXAS

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY A. KATURA CURRY ON 9-3-04. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



30+00 95

DATE: MAY 2004 SCALE: 1"=20'(H) 1"=6'(V) JOB NO.: 320-02
 DRAWN: G&A DESIGN: AKC REVIEWED: BRG OWG: 320STMPP06

ARAPAHO ROAD PHASE III
 PLAN & PROFILE
STORM SEWER 'A' STA. 25+00 TO STA. 30+00
TOWN OF ADDISON

g&a Grantham & Associates, Inc. SHT. SW-7

1815 S. SHILOH ROAD, SUITE 310 LB 4 GARLAND, TEXAS 75042 972.664.2203 (TEL) 972.664.2244 (FAX)

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	40.00	30°00'00"	20.94	S 18°00'30" E	20.71

DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION

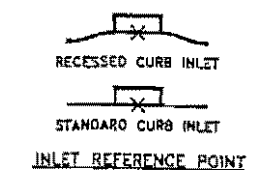
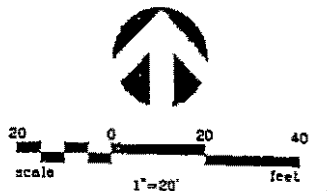
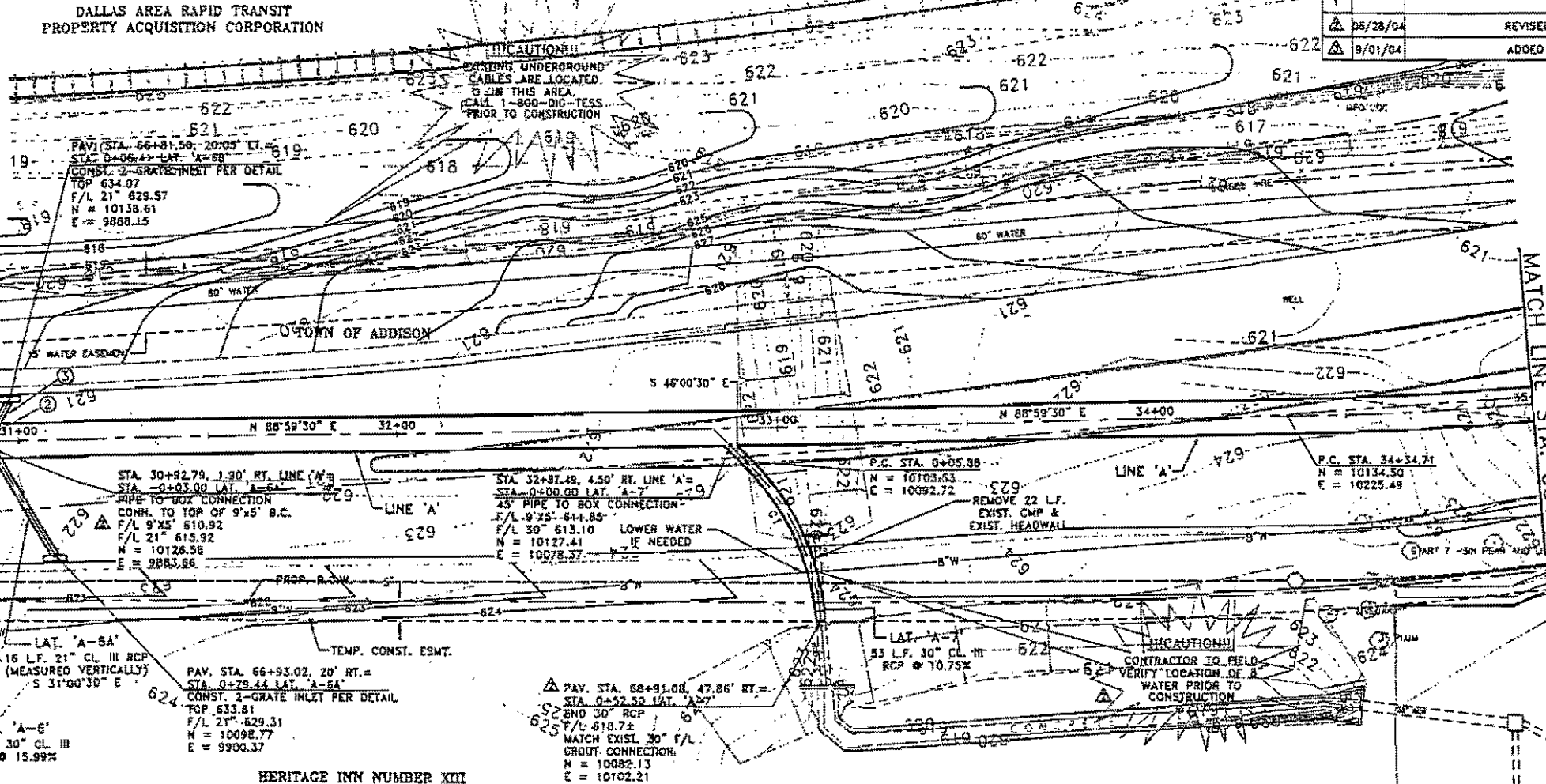
1	REVISED PER G & A	A.K.C.
2	ADDED GRATE INLET	A.K.C.

LAT. 'A-7' CURVE DATA

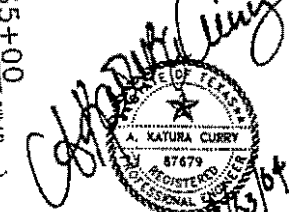
NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	65.00'	41°05'33"	46.62'	S 25°27'43" E	45.63'

LINE 'A' CURVE DATA

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C7	550.00'	03°51'49"	37.09'	S 89°04'36" E	37.08'
C8	550.00'	03°51'49"	37.09'	S 89°04'36" E	37.08'

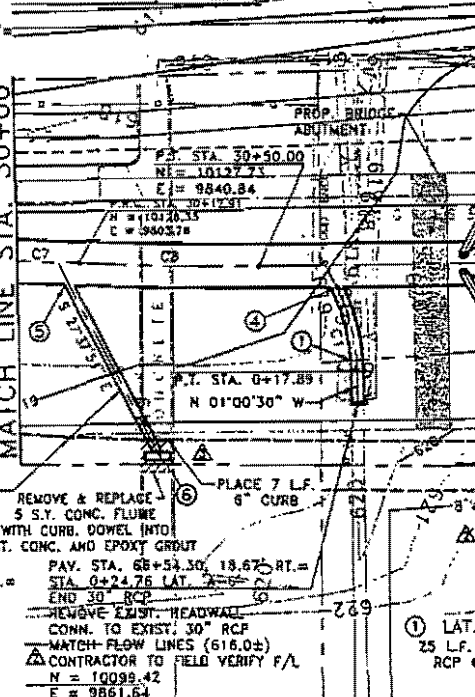


NOTE
REFER TO SW-1 FOR
STORM SEWER NOTES

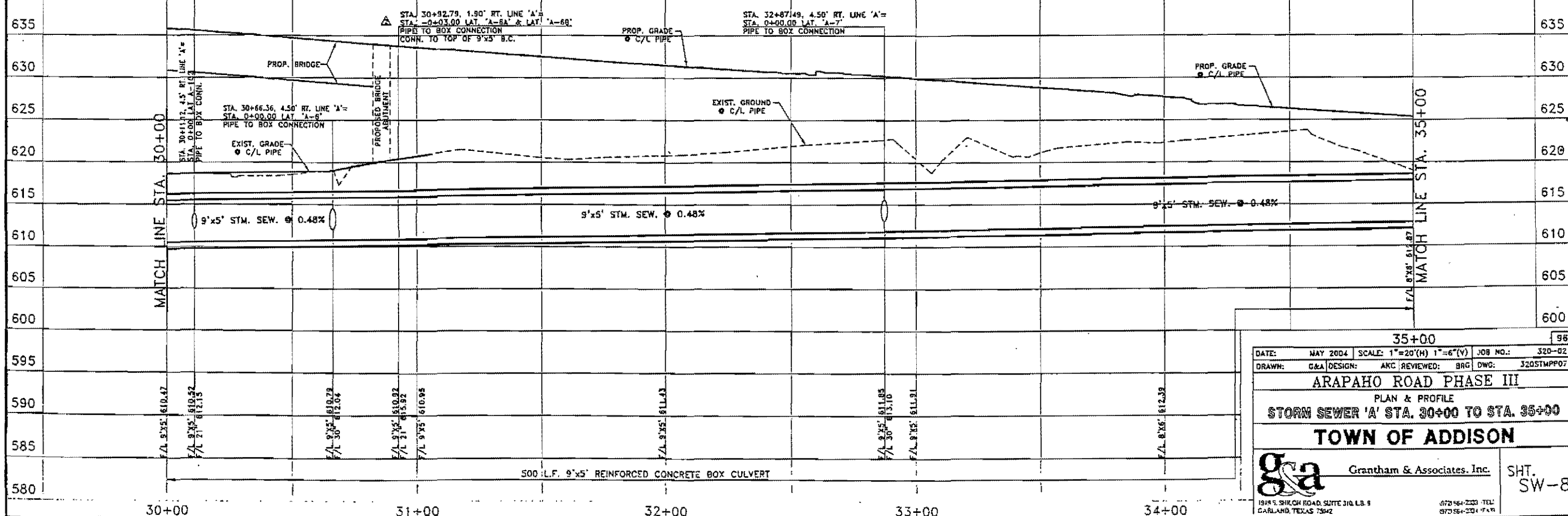


THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY: A. KATURA CURRY ON 9-3-04. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

- ② STA. 30+92.79, 1.90' RT. LINE 'A' = STA. 0+03.00 LAT. 'A-68' PIPE TO BOX CONNECTION CONN. TO TOP OF 9'x5' B.C. F/L 9'x5' 610.92 F/L 21" 615.92 N = 10130.38 E = 9883.59
- ③ LAT. 'A-68' 16 LF. 21" CL III RCP (MEASURED VERTICALLY) N 28°59'30" E
- ④ STA. 30+66.36, 4.50' RT. LINE 'A' = P.C. STA. 0+00.00 LAT. 'A-6' PIPE TO BOX CONNECTION F/L 9'x5' 610.79 F/L 30" 612.04 N = 10123.52 E = 9857.28
- ⑤ STA. 30+11.12, 4.5' RT. LINE 'A' = STA. 0+00 LAT. 'A-102' PIPE TO BOX CONN. F/L 9'x5' 610.52 F/L 21" 612.15 N = 10123.92 E = 9801.71
- ⑥ PAV. STA. 66+12.28, 27.95' RT. = STA. 0+38.96 LAT. 'A-102' END 21" PIPE CONST. 2-GRADE INLET TOP OF GRATE 618.90 F/L 21" 614.90 N = 10089.40 E = 9819.78



HERITAGE INN NUMBER XIII



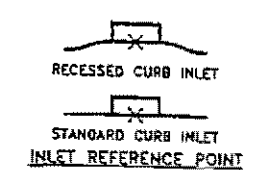
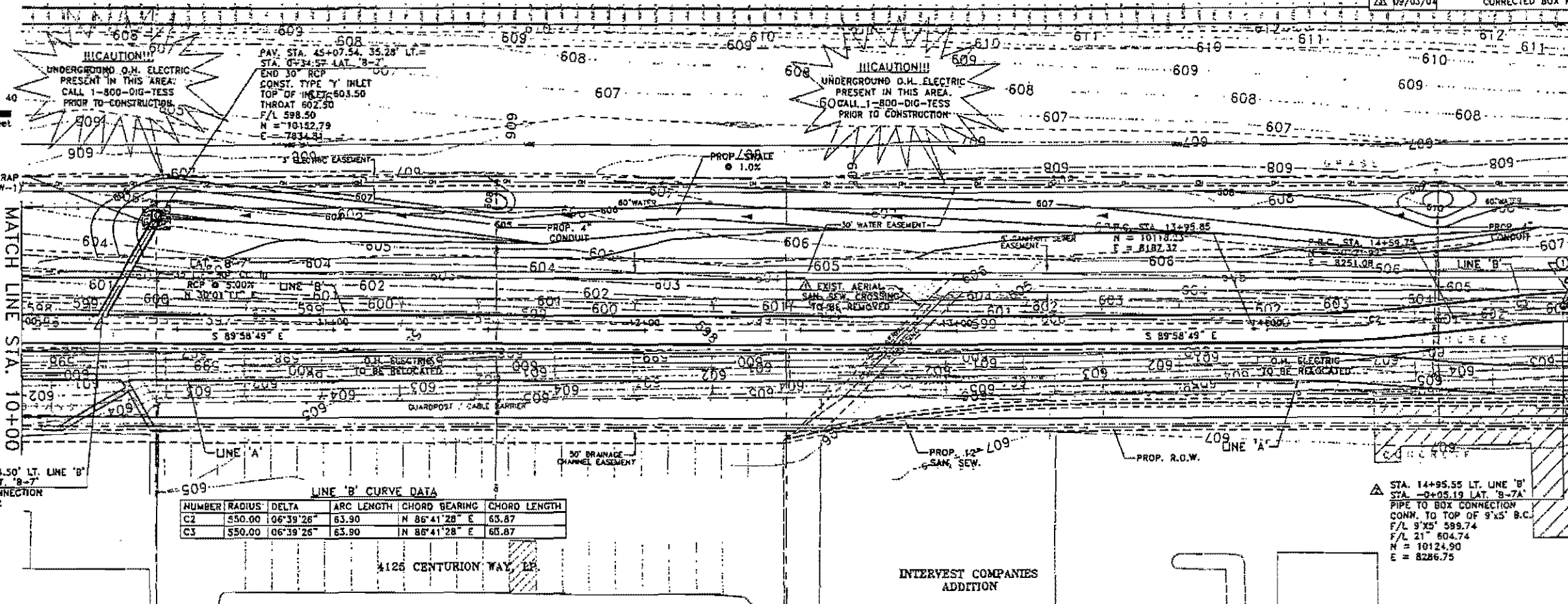
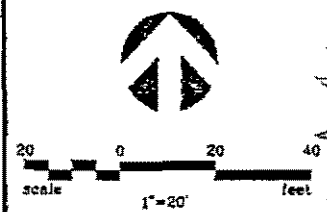
35+00 98

DATE:	MAY 2004	SCALE:	1"=20'(H) 1"=6'(V)	JOB NO.:	320-02
DRAWN:	G&A	DESIGN:	AKC	REVIEWED:	BRG
ARAPAHO ROAD PHASE III					
PLAN & PROFILE					
STORM SEWER 'A' STA. 30+00 TO STA. 35+00					
TOWN OF ADDISON					
g&a Grantham & Associates, Inc.					SHT. SW-8

1919 S. SHILOH ROAD, SUITE 310, LB. 9 GARLAND, TEXAS 75042 972-564-2330 TEL: 972-564-2334 FAX

DALLAS AREA RAPID TRANSIT
PROPERTY ACQUISITION CORPORATION

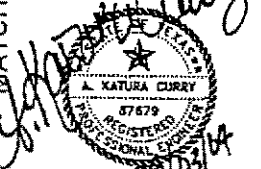
APPROV.	REVISED PER ADDENDA	A.K.C.
△ 06/28/04	PROFILE REVISED PER G & A	A.K.C.
△ 09/03/04	CORRECTED BOX HEIGHT IN PROFILE	A.K.C.



① LAT. 'B-7A'
17 L.F. 21"
(MEASURED VERTICALLY)
CL. III RCP
N 27°04'59" E

PAY. STA. 50+83.50, 20' LT.=
STA. 0+03.19 LAT. 'B-7A'
END 21" RCP
CONST. 2 GRATE INLET
PER DETAIL
TOP OF GRATE 621.82
F/L 21" 617.12
N = 10132.37
E = 8290.57

NOTE
REFER TO SW-1 FOR
STORM SEWER NOTE



THE SEAL APPEARING ON THIS
DOCUMENT WAS AUTHORIZED BY:
A. KATURA CURRY
ON 9-3-04.
ALTERATION OF A SEALED
DOCUMENT WITHOUT PROPER
NOTIFICATION TO THE RESPONSIBLE
ENGINEER IS AN OFFENSE
UNDER THE TEXAS ENGINEERING
PRACTICE ACT.

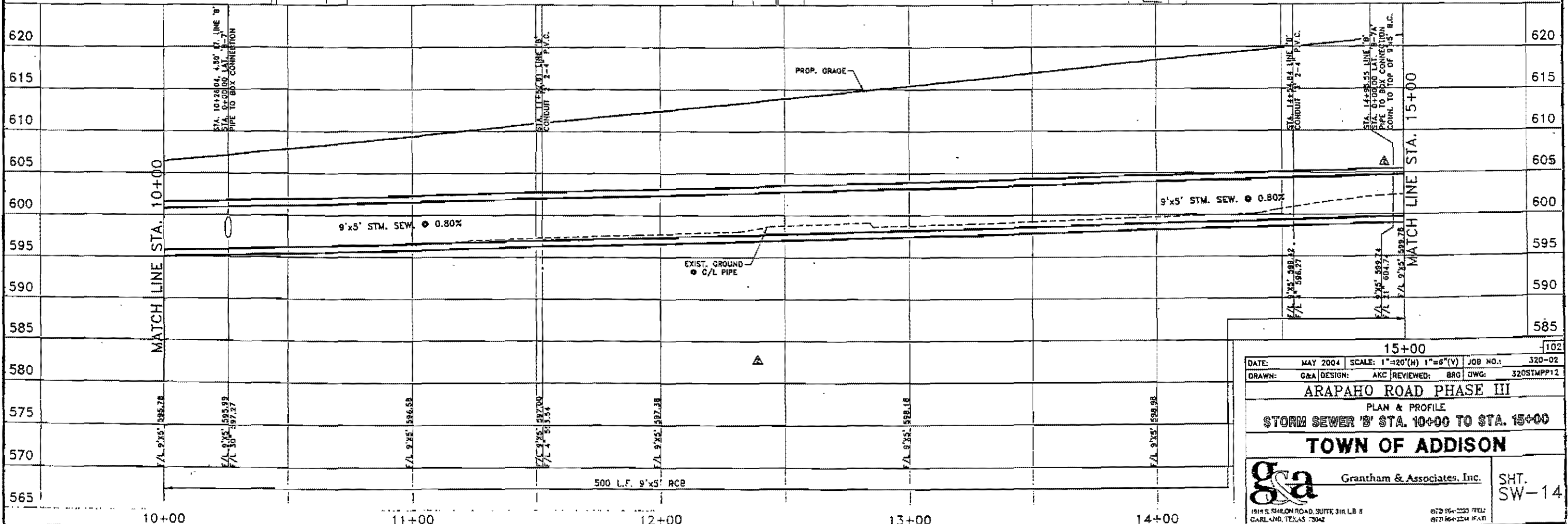
INSTALL 9 S.Y.
OF GROUTED RIP-RAP
(SEE NOTE 10, SW-1)

STA. 10+26.04, 4.50' LT. LINE 'B'
STA. 0+00.00 LAT. 'B-7'
PIPE TO BOX CONNECTION
F/L 9'x5' 596.02
F/L 30" 597.27
N = 10122.86
E = 7817.52

LINE 'B' CURVE DATA

NUMBER	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C2	550.00	96°39'26"	63.90	N 86°41'28" E	65.87
C3	550.00	06°39'26"	63.90	N 86°41'28" E	65.87

△ STA. 14+95.55 LT. LINE 'B'
STA. 0+05.19 LAT. 'B-7A'
PIPE TO BOX CONNECTION
CONN. TO TOP OF 9'x5' B.C.
F/L 9'x5' 599.74
F/L 21" 604.74
N = 10124.90
E = 8286.75



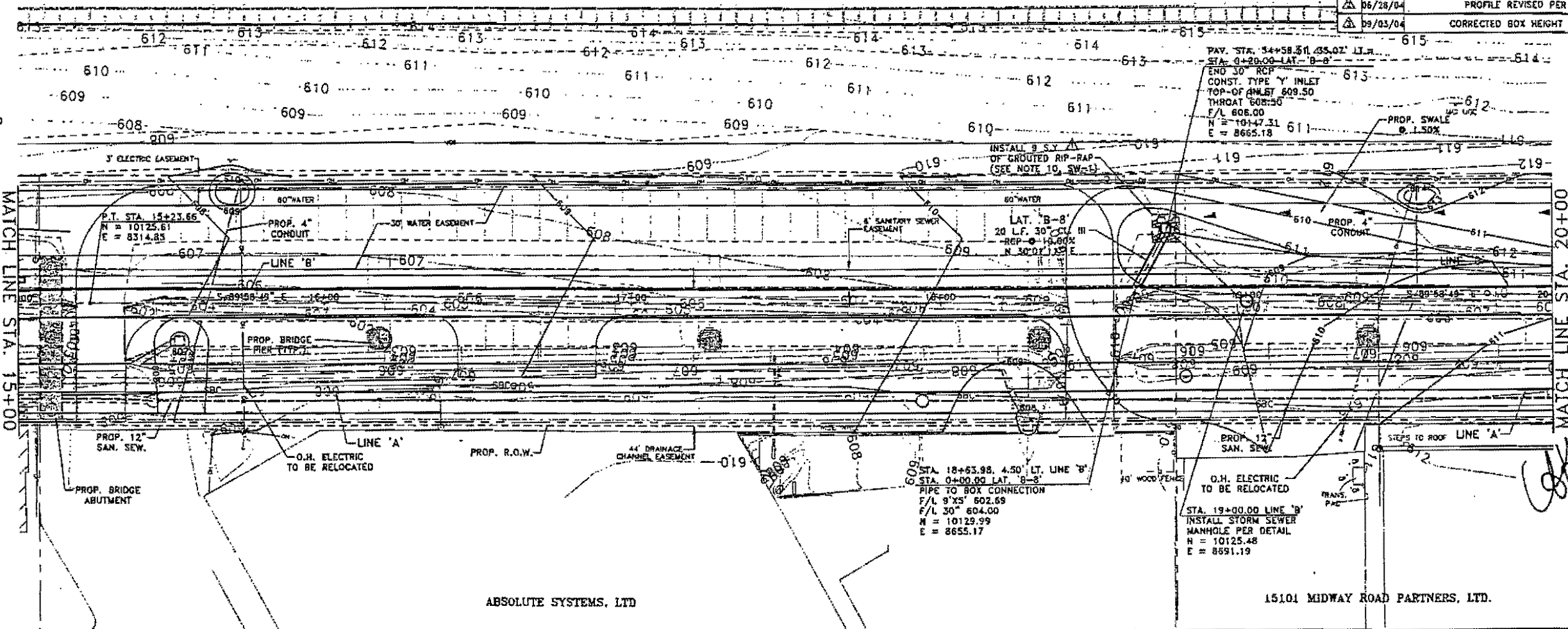
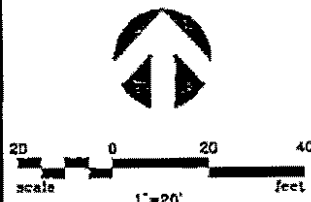
15+00 102

DATE: MAY 2004 SCALE: 1"=20'(H) 1"=6'(V) JOB NO.: 320-02
DRAWN: G&A DESIGN: AKC REVIEWED: BRG DWG: 320STMP12

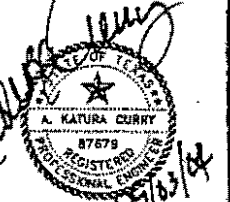
ARAPAHO ROAD PHASE III
PLAN & PROFILE
STORM SEWER 'B' STA. 10+00 TO STA. 15+00
TOWN OF ADDISON

g&a Grantham & Associates, Inc. SHT. SW-14
1914 S. SHILOH ROAD, SUITE 318 LB 8 GARLAND, TEXAS 75042 972.954.2233 TEL: 972.954.2234 FAX:

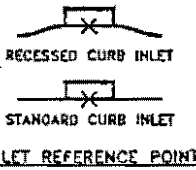
NO.	DATE	REVISION	APPROV.
△	06/28/04	REVISED PER ADDENDA	A.K.C.
△	06/28/04	PROFILE REVISED PER G & A	A.K.C.
△	09/03/04	CORRECTED BOX HEIGHT IN PROFILE	A.K.C.



NOTE
REFER TO SW-1 FOR
STORM SEWER NOTES

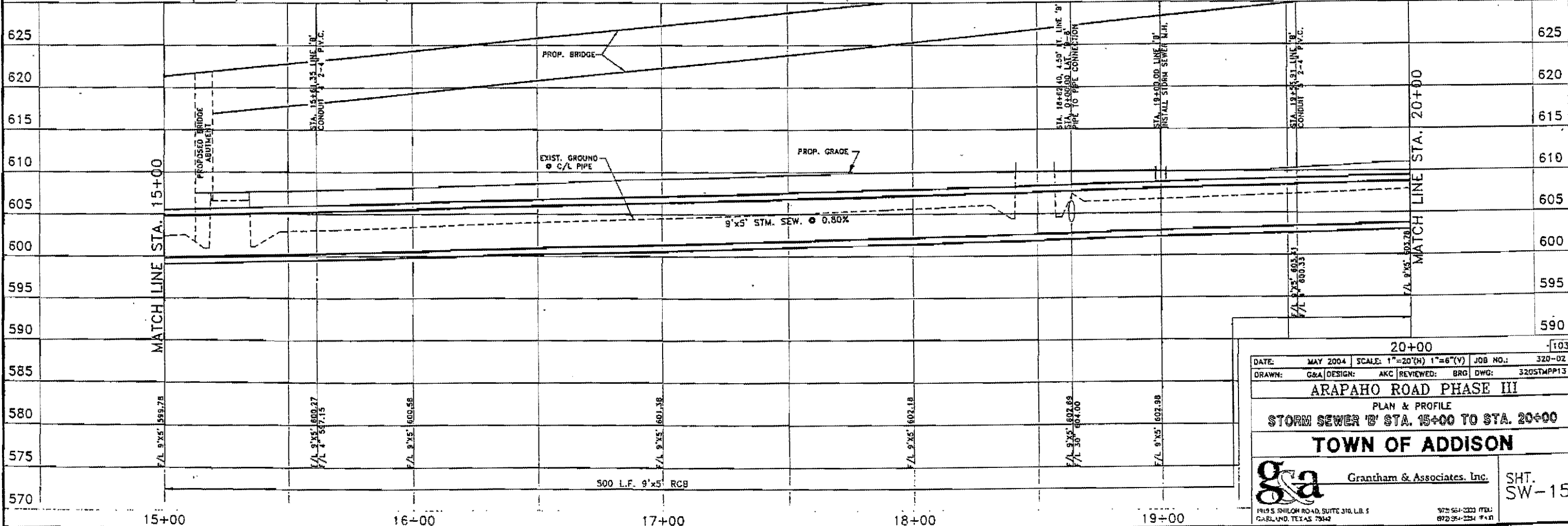


THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:
A. KATURA CURRY
ON 9-3-04.
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

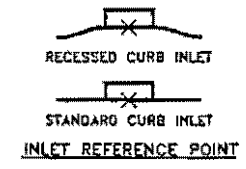
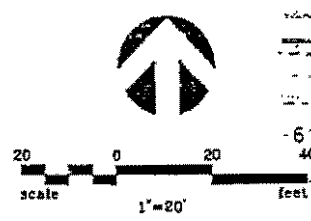


ABSOLUTE SYSTEMS, LTD

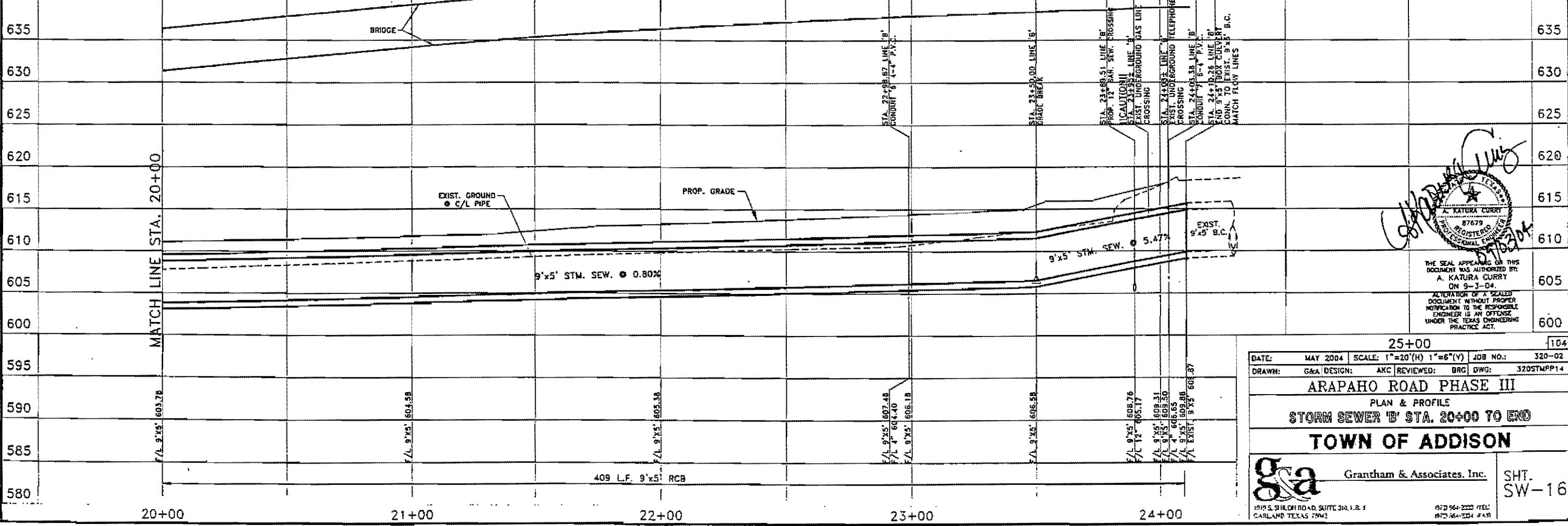
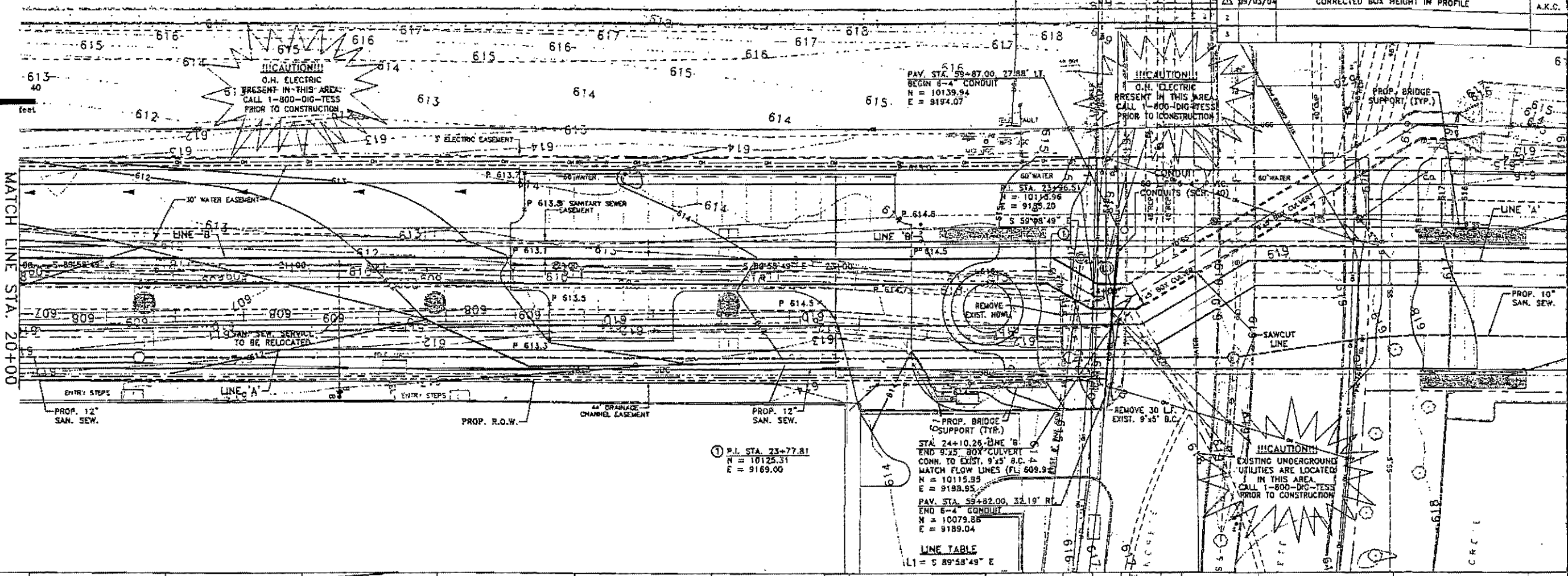
15101 MIDWAY ROAD PARTNERS, LTD.



DATE: MAY 2004		SCALE: 1"=20'(H) 1"=6'(V)	JOB NO.: 320-02
DRAWN: G&A	DESIGN: AKC	REVIEWED: BRG	DWG: 3205TAMP13
ARAPAHO ROAD PHASE III			
PLAN & PROFILE			
STORM SEWER 'B' STA. 15+00 TO STA. 20+00			
TOWN OF ADDISON			
Grantham & Associates, Inc.			SHT. SW-15
1919 S. SHILOH ROAD, SUITE 310, L.B. 5 CARLTON, TEXAS 75042			972-561-2223 (FEL.) 872-354-2224 (F&E)



NOTE
REFER TO SW-1 FOR
STORM SEWER NOTES



[Handwritten Signature]
 A. KATURA CURRY
 87679
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF TEXAS
 5782304

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY:
 A. KATURA CURRY
 ON 9-3-04.
 ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

25+00 104

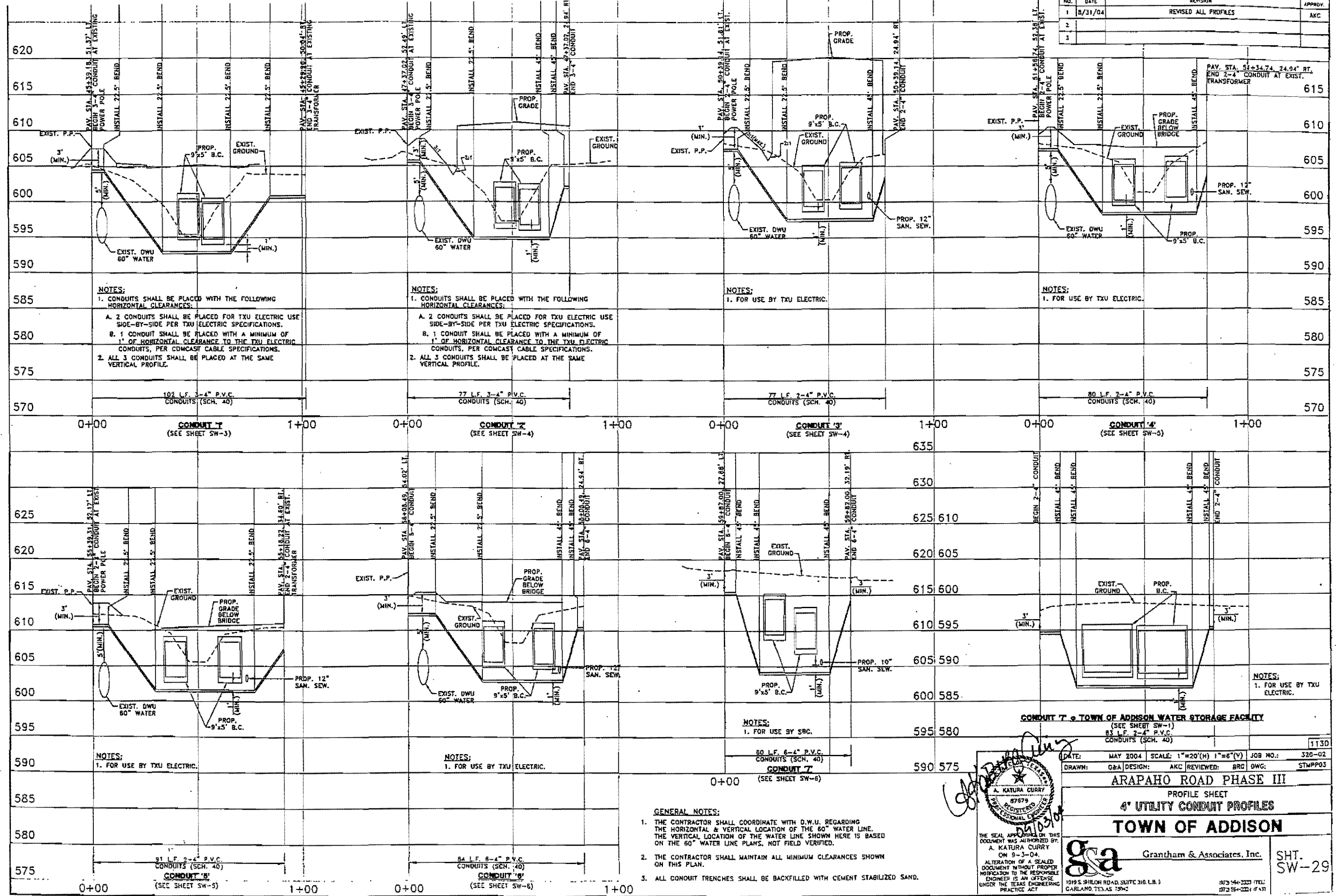
DATE: MAY 2004 SCALE: 1"=20'(H) 1"=6'(V) JOB NO.: 320-02
 DRAWN: G&A DESIGN: AKC REVIEWED: BRG DWG: 320STMP14

ARAPAHO ROAD PHASE III
 PLAN & PROFILES
STORM SEWER 'B' STA. 20+00 TO END
TOWN OF ADDISON

G&A Grantam & Associates, Inc. SHT. SW-16

1919 S. BILDEN ROAD, SUITE 300, L.B. 3 CARLAND TEXAS 79042 817-564-2222 TEL: 817-564-2204 FAX

NO.	DATE	REVISION	APPROV.
1	8/31/04	REVISED ALL PROFILES	AKC
2			
3			



NOTES:
 1. CONDUITS SHALL BE PLACED WITH THE FOLLOWING HORIZONTAL CLEARANCES:
 A. 2 CONDUITS SHALL BE PLACED FOR TXU ELECTRIC USE SIDE-BY-SIDE PER TXU ELECTRIC SPECIFICATIONS.
 B. 1 CONDUIT SHALL BE PLACED WITH A MINIMUM OF 1" OF HORIZONTAL CLEARANCE TO THE TXU ELECTRIC CONDUITS, PER COMCAST CABLE SPECIFICATIONS.
 2. ALL 3 CONDUITS SHALL BE PLACED AT THE SAME VERTICAL PROFILE.

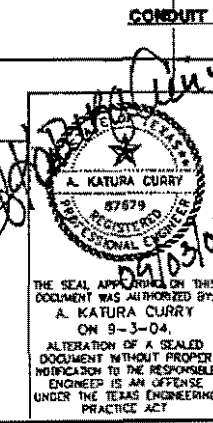
102 L.F. 3-4" P.V.C. CONDUITS (SCH. 40)
 77 L.F. 3-4" P.V.C. CONDUITS (SCH. 40)
 77 L.F. 2-4" P.V.C. CONDUITS (SCH. 40)
 80 L.F. 2-4" P.V.C. CONDUITS (SCH. 40)

CONDUIT 1 (SEE SHEET SW-3)
 CONDUIT 2 (SEE SHEET SW-4)
 CONDUIT 3 (SEE SHEET SW-4)
 CONDUIT 4 (SEE SHEET SW-5)

91 L.F. 2-4" P.V.C. CONDUITS (SCH. 40)
 84 L.F. 6-4" P.V.C. CONDUITS (SCH. 40)

CONDUIT 5 (SEE SHEET SW-5)
 CONDUIT 6 (SEE SHEET SW-6)
 CONDUIT 7 (SEE SHEET SW-8)

- GENERAL NOTES:**
- THE CONTRACTOR SHALL COORDINATE WITH D.W.U. REGARDING THE HORIZONTAL & VERTICAL LOCATION OF THE 60" WATER LINE. THE VERTICAL LOCATION OF THE WATER LINE SHOWN HERE IS BASED ON THE 60" WATER LINE PLANS, NOT FIELD VERIFIED.
 - THE CONTRACTOR SHALL MAINTAIN ALL MINIMUM CLEARANCES SHOWN ON THIS PLAN.
 - ALL CONDUIT TRENCHES SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND.



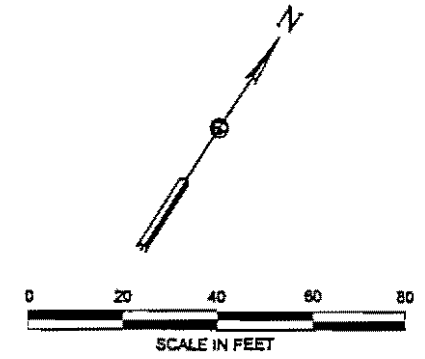
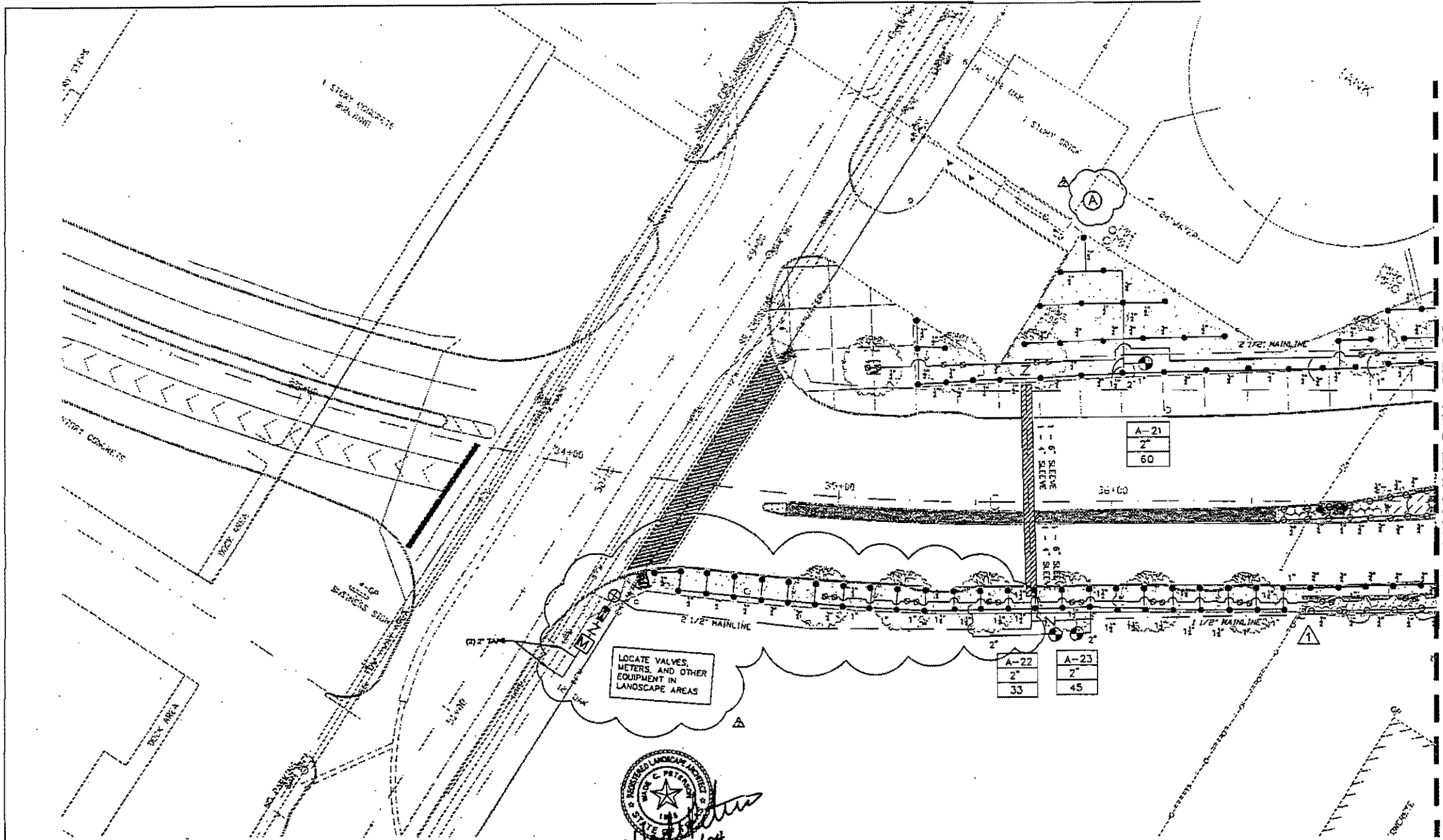
CONDUIT 7 - TOWN OF ADDISON WATER STORAGE FACILITY
 (SEE SHEET SW-1)
 83 L.F. 2-4" P.V.C. CONDUITS (SCH. 40)

DATE:	MAY 2004	SCALE:	1"=20'(H) 1"=6'(V)	JOB NO.:	328-02
DRAWN:	G&A	DESIGN:	AKC	REVIEWED:	BRG
DWG:	STMP03				

ARAPAHO ROAD PHASE III
 PROFILE SHEET
4' UTILITY CONDUIT PROFILES
TOWN OF ADDISON

g&a Grantham & Associates, Inc.
 1919 S. SHILON ROAD, SUITE 310, L.B. 3 GARLAND, TEXAS 75042
 972.54-2223 (TEL)
 972.54-2224 (FAX)

SHT. SW-29



T. Holmes

 6/22/04

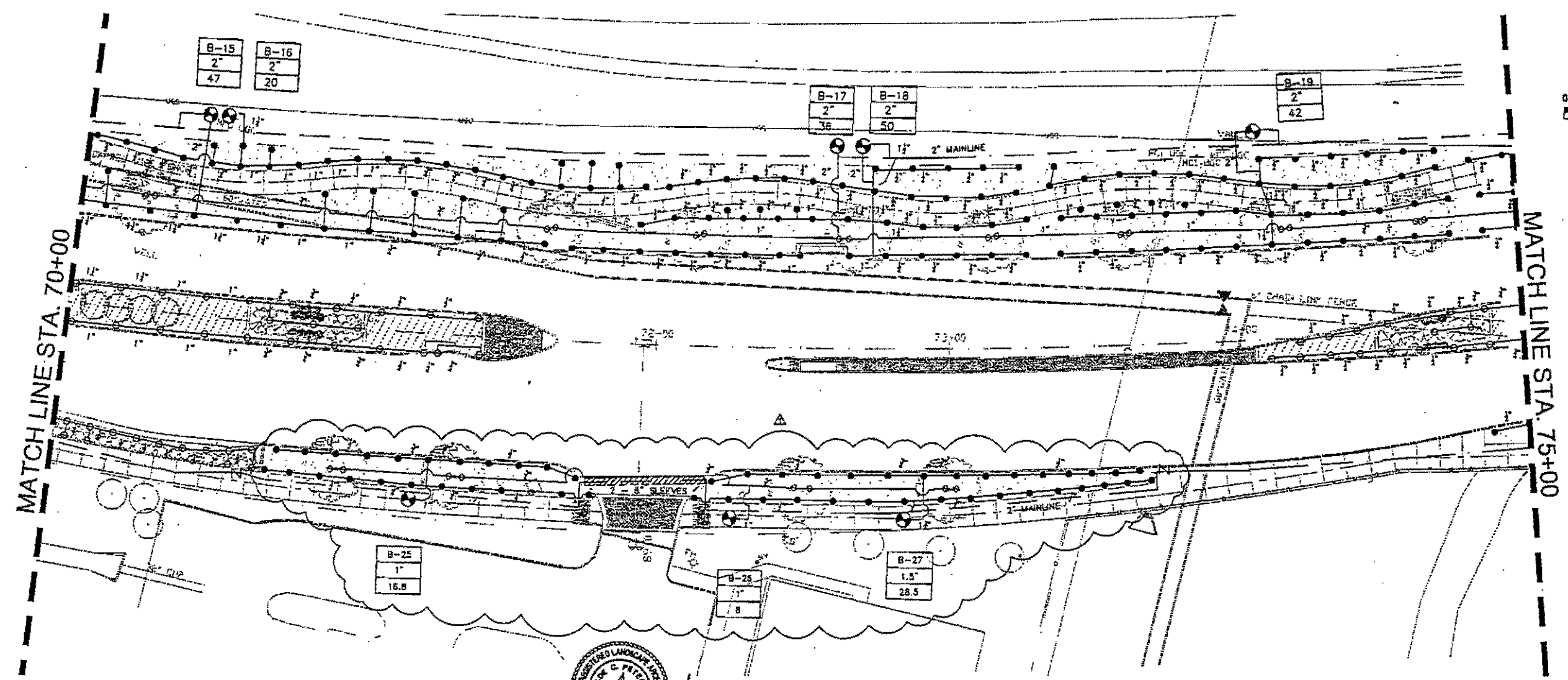
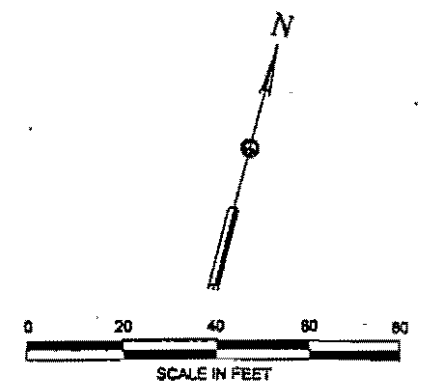
CONTRACTOR SHALL VERIFY NOZZLE SIZES IN FIELD FOR MPR AND HEAD TO HEAD COVERAGE. CONTRACTOR TO MINIMIZE OVERSPRAY. NO OVERSPRAY ONTO PAVEMENT SHALL BE ACCEPTED.

IRRIGATION LEGEND:

- RAINBIRD 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1808-PRS-SAM SERIES 6" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1812-PRS-SAM SERIES 12" POP-UP SPRAY - MPR NOZZLES
- TORO PS-PG-80 SERIES 12" POP-UP BUBBLERS - TURF AREAS
- TORO PS-100 ON SCH 80 RISER W/SHRUB ADAPTOR - TREE WELLS
- HUNTER 120-ADV SERIES - 8.0 NOZZLE
- HUNTER 120-ADV SERIES - 4.0 NOZZLE
- HUNTER 120-6P-ADV SERIES - 8.0 NOZZLE
- HUNTER 120-6P-ADV SERIES - 4.0 NOZZLE
- △ HUNTER 120-HP-ADV SERIES - 8.0 NOZZLE
- △ HUNTER 120-HP-ADV SERIES - 4.0 NOZZLE
- ⊕ WEATHERMATIC 11000CR SERIES REMOTE CONTROL VALVE
- ⊕ MANFOLDED VALVES SHALL BE SPACED 4'-0" APART
- ⊕ BUCKNER G8088LOT SINGLE LUG 3/4" QUICK COUPLING VALVE
- N BPEARS PLASTIC BALL VALVE - Same size as mainline
- ⊖ WATTS 007M SERIES INLINE DCA - 2"
- ⊖ HERSEY MKR WATER METER - 2"
- ⊖ RAINMAISTER EVOLUTION D162 CONTROLLER - ELECTRICAL POWER DISTRIBUTION AND PHONE SERVICE LINES TO THE IRRIGATION CONTRACTOR. THE ELECTRICAL AND PHONE LINES (AND ALL RELATED WORK) SHALL BE INSTALLED PER ALL LOCAL, STATE AND NATIONAL CODES.
- ⊕ FLOW METER - SAME SIZE AS MAINLINE - PS-200 DATA INDUSTRIAL FLOW METER
- SCHEDULE 40 PVC MAINLINE - REF PLAN
- Class 315 IPS or Class 200 IPS Lateral Line
- ▨ SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- ⊖ ZONE VALVE
- ⊖ VALVE SIZE
- ⊖ GPM
- ⊖ GPM PER VALVE



NO. DATE		REVISION	APPROV.
1		REVISION IRRIGATION IN NEW PLANTING BED	
2		REVISION IRRIGATION SERVICE REVISIONS	WCF
ARCHITECTS ENGINEERS PLANNERS The WATTS Companies			224
ARAPAHO ROAD EXTENSION			
SURVEYOR BOULEVARD TO ADDISON ROAD			
IRRIGATION PLAN STA 33+87.02 TO 37+00			
TOWN OF ADDISON, TEXAS			
Design: TW	Drawn: TW	DATE: 8/3/04	SCALE: 1"=40'
Check: TW	Check: MP	PROJECT NO: 25766	SHEET NO: IR-01



Thomas W. Wolven

 8/22/04

CONTRACTOR SHALL VERIFY NOZZLE SIZES IN FIELD FOR MPR AND HEAD TO HEAD COVERAGE. CONTRACTOR TO MINIMIZE OVERSPRAY. NO OVERSPRAY ONTO PAVEMENT SHALL BE ACCEPTED.

IRRIGATION LEGEND:

- RAINBIRD 1804-PRS-SAM SERIES 4" POP-UP SPRAY - MPR NOZZLES
- RAINBIRD 1806-PRS-SAM SERIES 6" POP-UP SPRAY - MPR NOZZLES
- ⊙ RAINBIRD 1812-PRS-SAM SERIES 12" POP-UP SPRAY - MPR NOZZLES
- ◆ TORO FS-PC-S8 SERIES 12" POP-UP BUBBLERS - TURF AREAS
- ◆ TORO FS-100 ON 3CH NO RISER WASH-RUB ADAPTOR - TREE WELLS
- HUNTER 20-ADV SERIES - 4.0 NOZZLE
- ⊖ HUNTER 20-ADV SERIES - 4.0 NOZZLE
- HUNTER 20-4P-ADV SERIES - 4.0 NOZZLE
- ⊖ HUNTER 20-4P-ADV SERIES - 4.0 NOZZLE
- ⊕ HUNTER 20-4P-ADV SERIES - 4.0 NOZZLE
- ⊖ HUNTER 20-4P-ADV SERIES - 4.0 NOZZLE
- ⊕ HUNTER 20-4P-ADV SERIES - 4.0 NOZZLE
- ⊖ HUNTER 20-4P-ADV SERIES - 4.0 NOZZLE
- ⊕ WEATHERMATIC 11000CR SERIES REMOTE CONTROL VALVE
- ⊖ MANIFOLDED VALVES SHALL BE SPACED 4'-0" APART
- ⊕ SUCCORNER 08388107 SINGLE LUG 3/4" QUICK COUPLING VALVE
- N SPEARS PLASTIC BALL VALVE - Same size as mainline
- ⊖ WATTS D07M SERIES INLINE DCA - 2"
- ⊖ HERSEY MVR WATER METER - 2"
- ⊕ RAINMASTER EVOLUTION DEX-2 CONTROLLER-ELECTRICAL POWER DISTRIBUTION AND PHONE SERVICE LINES TO THE IRRIGATION CONTRACTOR. THE ELECTRICAL AND PHONE LINES (AND ALL RELATED WORK) SHALL BE INSTALLED PER ALL LOCAL, STATE, AND NATIONAL CODES.
- ⊕ FLOW METER - SAME SIZE AS MAINLINE - FS-200 DATA INDUSTRIAL FLOW METER
- SCHEDULE 40 PVC MAINLINE - REF PLAN
- Class 215 IPS or Class 200 IPS Lateral Line
- ▨ SCH 40 PVC SLEEVE - PERMANENTLY MARK CURBS WITH LOCATIONS OF SLEEVES PER CITY STANDARDS
- ⊖ ZONE VALVE VALVE SIZE
- ⊖ GPM GPM PER VALVE

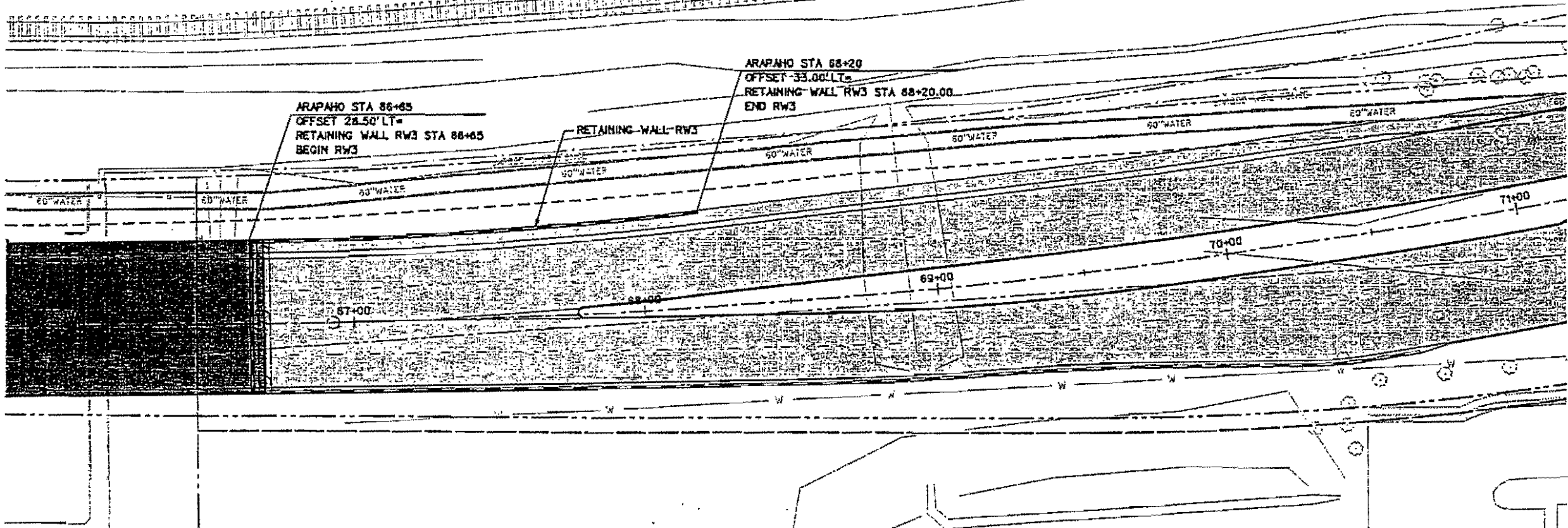


232

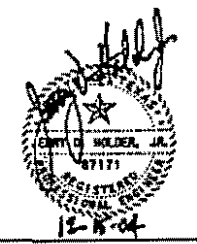
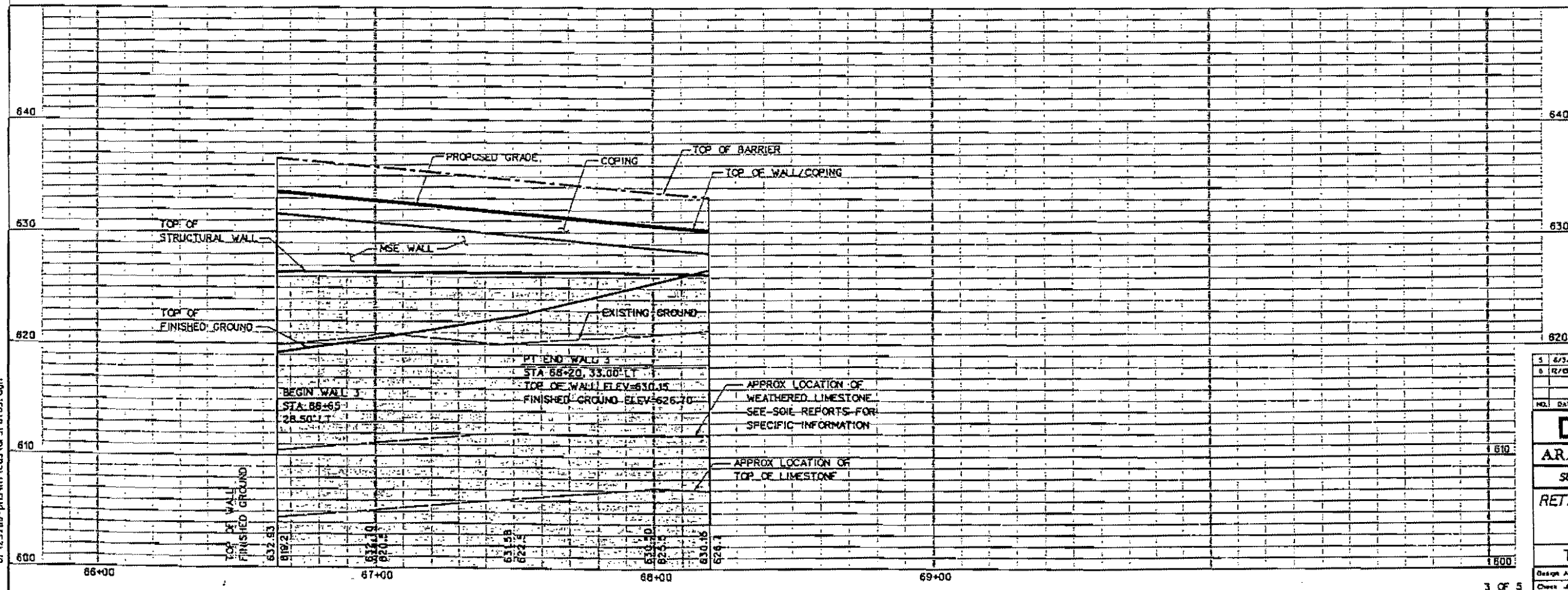
NO.	DATE	REVISION	APPROV.
1	NOV2004	IRRIGATION SERVICE REVISIONS	WCP

HNTB ARCHITECTS ENGINEERS PLANNERS
 The HNTB Companies
ARAPAHO ROAD EXTENSION
 SURVEYOR BOULEVARD TO ADDISON ROAD
 IRRIGATION PLAN
 STA 70+00 TO 75+00
 TOWN OF ADDISON, TEXAS

Design By	Drawn By	DATE	SCALE	PROJECT NO.	SHEET NO.
		6/1/04	VARIES	23784	IR-09



NOTE:
1. SQUARE FEET SURFACE AREA OF RETAINING WALL IS MEASURED BETWEEN TOP OF WALL/COPING AND 1' BELOW FINISHED GROUND.
2. NOTE BOTTOM OF STRUCTURAL RETAINING WALL IS 8-FT MIN. BELOW TOP OF LIMESTONE. SEE SHEET SR-1 FOR DETAILS.



NO.	DATE	REVISION	APPROV.
5	8/5/04	ISSUE SHEET	JSH
6	12/8/04	REISSUE SHEET	JSH

			121
<p>ARAPAHO ROAD - PHASE III SURVEYOR BOULEVARD TO ADDISON ROAD RETAINING WALL PLAN AND PROFILE RETAINING WALL 3 STA 67+00 TO STA 70+60 TOWN OF ADDISON, TEXAS</p>			
Design: JMS	Drawn: GFS	DATE: APRIL 04	SCALE: 1" = 20' (VERT)
Check: JSH	Check: JMS	PROJECT NO.: 25744	SHEET NO.: RT-3

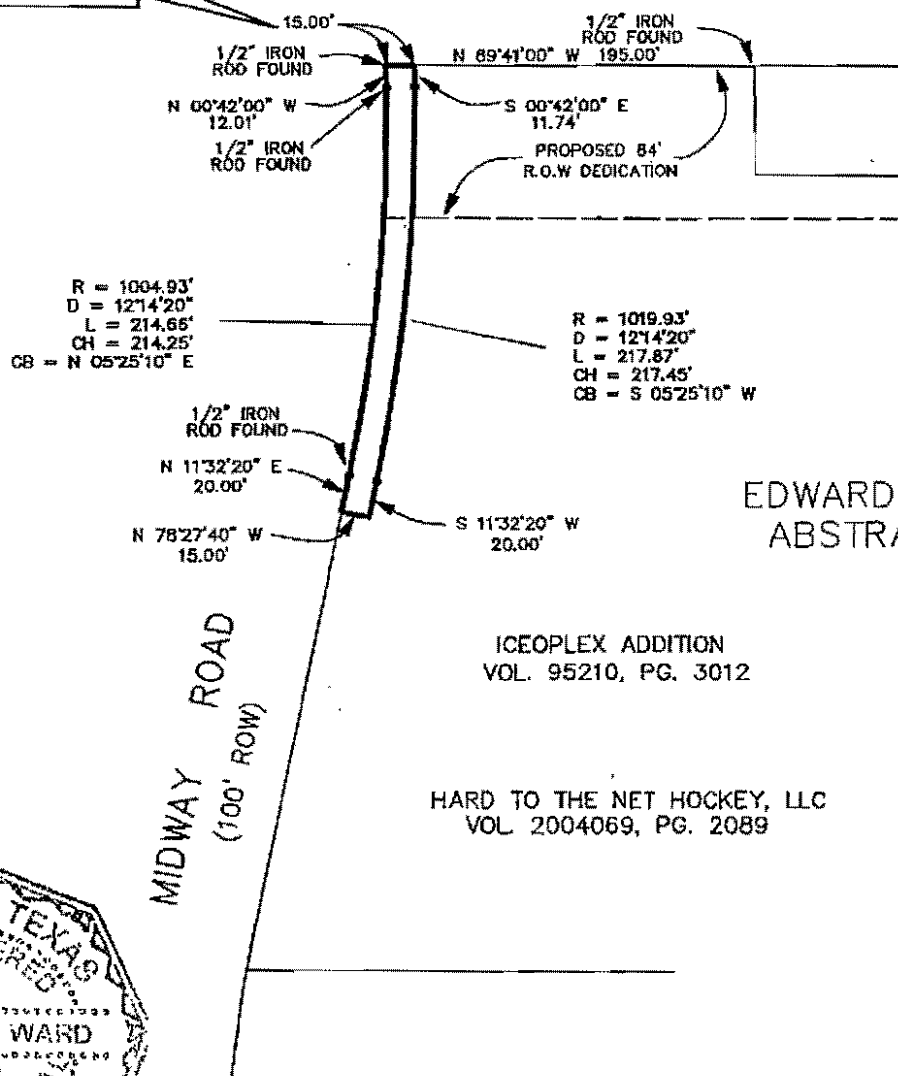
15-DEC-2004 09:14
G:\25744-ph3\vn\cda\ar\ret03.dgn

BEARING BASIS:
THE WEST RIGHT OF WAY LINE OF MIDWAY ROAD
PER PLAT RECORDED IN VOL. 95210, PG. 3012,
DEED RECORDS OF DALLAS COUNTY, TEXAS.

POINT OF BEGINNING

ST. LOUIS & SOUTHWESTERN R.R.

SCALE: 1" = 100'

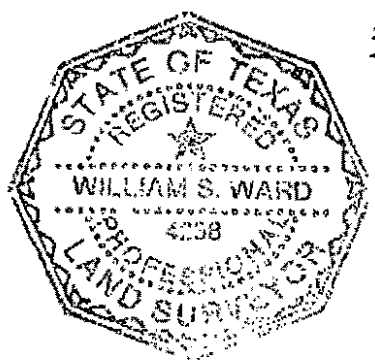


EDWARD COOK SURVEY
ABSTRACT NO. 326

ICEOPLEX ADDITION
VOL. 95210, PG. 3012

HARD TO THE NET HOCKEY, LLC
VOL. 2004069, PG. 2089

MIDWAY ROAD
(100' ROW)



VOID

KNOW ALL MEN BY THESE PRESENTS:

THAT I WILLIAM S. WARD, REGISTERED PROFESSIONAL
LAND SURVEYOR DO HEREBY DECLARE THAT THIS PLAT
IS THE RESULT OF A SURVEY MADE ON THE GROUND
MY PERSONAL SUPERVISION ON MAY 17, 2004 AND
ALL DIMENSIONS ARE TRUE AND CORRECT TO THE BEST
OF MY KNOWLEDGE.

William S. Ward
WILLIAM S. WARD, R.P.L.S. NO. 4238

EXHIBIT "A"
TXU ELECTRIC DELIVERY CO. EASEMENT
IN THE CITY OF DALLAS
DALLAS COUNTY, TEXAS
PAGE 2 OF 2

EXHIBIT "A"

Lying and situated in the Town of Addison, Dallas County, Texas, the Edward Cook Survey, Abstract No. 326 and being a part of Iceoplex Addition, an addition to the Town of Addison, according to the map or plat thereof recorded in Volume 95210, page 03012, Deed Records of Dallas County, Texas (D.R.D.C.T.) conveyed to Hard To The Net Hockey, L.L.C. by a Deed recorded in Volume 2004069, page 02089, D.R.D.C.T. and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found at the intersection of the east right of way line of Midway Road (100 feet wide) with the south right of way line of the St. Louis & Southwestern Railroad for the northwest corner of said addition and being 195.00 feet, N 89° 41' 00" W along said railroad right of way line from a 1/2-inch iron rod found;

THENCE S 89° 41' 00" E, along the south right of way line of said railroad, 15.00 feet;

THENCE S 00° 42' 00" E, 11.74 feet to the beginning of a curve to the right having a radius of 1019.93 feet, a central angle of 12° 14' 20", and a chord that bears S 05° 25' 10" W, 217.45 feet;

THENCE Southwesterly along said curve, an arc distance of 217.87 feet;

THENCE S 11° 32' 20" W, a distance of 20.00 feet;

THENCE N 78° 27' 40" W, 15.00 feet to a point on the east right of way line of Midway Road;

THENCE N 11° 32' 20" E, along said east right of way line, 20.00 feet to a 1/2-inch rod found at the beginning of a curve to the left having a radius of 1004.93 feet, a central angle of 12° 14' 20", and a chord that bears N 05° 25' 10" E, 214.25 feet;

THENCE Northeasterly along said curving east right of way line an arc distance of 214.66 feet to a 1/2-inch iron rod found;

THENCE N 00° 42' 00" W, 12.01 feet to the place of beginning and containing 3,722.11 square feet of land, more or less.

WR#2041434.2

District: _____
WR #: _____
Map Ref. _____
E#: _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That **Hard To The Net Hockey, LLC**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by **TXU ELECTRIC DELIVERY COMPANY**, a Texas Corporation, 1601 Bryan Street, Dallas, Texas 75201, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for underground electric supply and communications lines, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, manholes, duct bank and all necessary or desirable appurtenances over, under, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

This easement and right-of-way is granted together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, remove and reconstruct said lines; the right to relocate along the same general direction of said lines; the right to relocate said lines in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said lines; the right to prevent excavation within the easement area; the right to prevent construction of any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said lines and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said lines or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantee, its successors and assigns, until all of said lines shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns.

Grantor does hereby bind itself, its successors, legal representatives and assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against, every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2004.

HARD TO THE NET HOCKEY, LLC

By: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

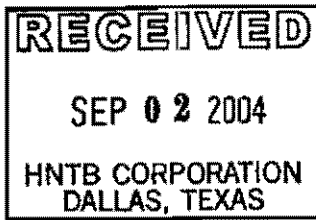
BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of Hard To The Net Hockey, LLC, as the _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated, and that he was authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2004.

Notary Public in and for the State of Texas

(Print Name of Notary Public Here)

My Commission Expires:



2121 Avenue "J", Suite 103
Arlington, TX 76006
Phone: 817/640-3898
Fax: 817/640-8734

Letter of Transmittal

To: HNTB
5910 W. Plano Parkway, Ste 200
Plano, Texas 75093

Transmittal: 204059 - 20
Date: 9/2/04
Project: ARRAPAHO ROAD PHASE III

Attn: Guy Van Baulen

From: Andrew Schneemann
Delivered via : _____

We are sending you X attached _____ under separate cover the following items:

_____ Submittals	_____ Plans	_____ O & M's
_____ Photos	_____ Specifications	_____ Invoice
_____ Copy of Letter	_____ Shop Drawings	_____ Other : <u>RFI</u>
_____ Disks	_____ CD/DVD's	_____ Other : <u>CO</u>

No.	Copies	Date	Description
1	1	9/1/04	RFI 25 - Dirt Grades RW-3
1	1	"	RFI 26 - Waterline Conflict - Comfort Streets
1	1	9/2/04	Irrigation Work @ Pump Station - Surveyor - CO.

These are Transmitted as checked below:

_____ For Approval	_____ Approved as Submitted	_____ Resubmit Copies for Approval
_____ For Your Use	_____ Approved as Noted	_____ Resubmit Copies for Distribution
_____ As Requested	_____ Returned for Corrections	_____ Return Corrected Prints
_____ For Review & Comment		

Comments:

Archer Western Contractors, LTD.

Town of Addison

CHANGE PROPOSAL SUMMARY

TO: HNTB
5910 W Plano Parkway
Plano, TX 75093

DATE: September 2, 2004
 PROJECT: Town of Addison
 PROJECT NO.: 204059
 CO NO.: 2

ATTENTION: Guy Van Baulen

Description: Irrigation Work
at Water Plant

A	TOTAL MATERIAL COST	\$	-
B	TOTAL LABOR COST (Labor & Burden)	\$	-
C	TOTAL EQUIPMENT COST	\$	-

SUBTOTAL			\$0.00
----------	--	--	--------

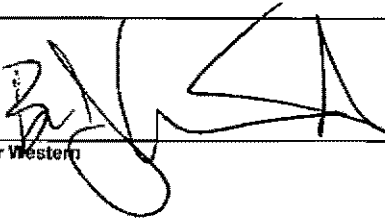
E	SUBCONTRACTOR COST	\$	1,912.45
---	--------------------	----	----------

SUBTOTAL			\$1,912.45
----------	--	--	------------

G	TOTAL DIRECT JOB COST	\$1,912.45
---	-----------------------	------------

H	BOND & INSURANCE AT 2 %	\$38.25
---	-------------------------	---------

TOTAL CHANGE PROPOSAL COST	\$1,950.70
TIME EXTENSION IN DAYS (FOR THIS CHANGE)	0

Archer Western 

Date 9/2/04

Approval _____

Subcontractor

September 2, 2004

Town of Addison

204059

ITEM OF WORK: Irrigation Work

SUBCONTRACT	UNIT	EST. QTY.	UNIT PRICE	TOTAL
American Landscape	Ls	1	\$ 1,663.00	\$ 1,663.00
				\$ -
				\$ -

SUBTOTAL SUBCONTRACTOR COST \$ 1,663.00
 COMPENSATION (SUBTOTAL SUB COST AT 15%) \$ 249.45
 TOTAL SUBCONTRACTOR COST \$ 1,912.45

TOTAL COST OF ADDED ITEM
 UNIT PRICE(TOTAL COST DIVIDED BY EST. QTY.) \$ -

- Work Description: As discussed with Town of Addison personnell:
- 1) Re-route irrigation at pump station on Surveyor Blvd as discussed to ensure irrigation will function properly in areas designated by the Town of Addison
 - 2) Install 13 extra 14 ga wires from new controller location to south side of Aparaho for future expansion of irrigation system - to include jumbo box with 3' wire coil
 - 3) Install communication cable from new controller location to south side of Arapaho for future expansion of irrigation system
 - 4) Tie existing irrigation at pump station to new controller

Weekly Meeting Agenda

Date: Tuesday, August 24, 2004
Time 11:00 AM
Location: Field Office

Arapaho Road

I. Safety Issues *N.A.I.I.*

II. Schedule

- 1 Review Weekly Schedule

III. Submittals *Structural Steel, same? How Material payment?
branchdowns on temporary items.*

IV. Old Business

1. Has Temporary Construction Easement been secured with D.G.N. & O railroad for site grading purposes? *Yes Claiborn*

2. Paving removal discrepancy at "The Rink". *RFI #114, answer tomorrow*

3. A/W requests to move our construction entrance at Surveyor Blvd. to be located at the intersection of the proposed new Arapaho Road & Surveyor Blvd. Guy said this is acceptable. Closed 8-24.

VI. Change Orders

1. HNTB requests pricing on temporary fence at D.W.U. water plant. A/W is in the process of getting price. Price is coming. 8-24 ✓

VII. New Business

1. Archer Western must move forward with the TXU conduit. What is the status?

Katerina + Guy will work + look for solutions to TXU/DWU 5' separation requirements

2. What is the status of the water tap?

check with the resident TXU agreement

Critical Path!!

3. Comcast has asked for a 4" conduit to be located in the TXU duct bank at two locations where they are on the TXU poles. *OK ext. unit price 4" conduit.*

4. DWSU letter re: window of opportunity for line lowering.

Orig. Winter = Dec. 22 - Mar. 15.

5. ~~Damage~~ Issues N of Centurion

8/24/2004

ARAPAHO ROAD



Activity Description	Prod	Current Week						Next Week						Following Week						Subs-Comments
		M	T	W	T	F	S/S	M	T	W	T	F	S/S	M	T	W	T	F	S/S	
		23	24	25	26	27	28	30	31	1	2	3	4	6	7	8	9	10	11	
TXU Conduit	<i>Comp</i>						/						/						/	S&J Electrical
Demo/Haul Storage Concrete		X	X		X	X	/	X					/						/	Stomper
Sewer/Water /Trailers		X	X	X			/						/						/	
Demo Trees/ Prep ROW		X	X	X	X	X	/	X	X	X	X	X	/	X	X	X	X		/	
Orange Fence-60" water line	<i>Done w/ at Mid.</i>						/						/	X	X	X	X		/	
Temp Fence at DWU plant	<i>Pricing</i>						/						/						/	Pricing
Saw Cut Site & Streets			X	X	X	X	/						/						/	
Const Entrance At Surveyor				X	X		/						/						/	North Texas
Const Entrance at Addison							/			X	X		/						/	North Texas
Filter Dam at Midway	<i>outside ROW</i>						/						/						/	North Texas-T.C.E. ?
Strip Topsoil <i>channel, yard</i>				X	X	X	/	X					/						/	John Griffin <i>VECT by sub</i>
Demo Channel							/	X	X	X	X		/						/	
Temp RR Crossings							/			X	X		/						/	Lone Star
Box Culvert A & B							/						/	X	X	X	X		/	John Griffin
Water Line Relo. At 39+50	<i>8" @ Storage</i>						/			X	X		/						/	John Griffin
<i>Isolate area? Cost w/ Dem.</i>							/						/						/	
							/						/						/	
							/						/						/	
							/						/						/	



PHOTOGRAPHY PLANNING

8/19/04

I. PHOTOGRAPHY NEEDS

- A. Color digital for prints and website posting
- B. Video for Council briefings – produce a tracking video of what length at the end?
- C. Aerial
- D. Any off-site (fabrication of arches?)

II. SCHEDULING

- E. Staff notify when needed, monitor construction, or every week?

II. ACCESS/COORDINATION WITH ON SITE SUPERINTENDENT

- A. Staff contact, name and number
- B. Superintendent name and number

III. FORMAT/PROCESS FOR DELIVERY

- A. E-Mailed to whom; how often (who selects ones for website?)
- B. Prints needed; when?

V. COSTS/BILLING PROCEDURES

Milestones

1. Roadway Construction
 - a. Notice to Proceed – 9 August 04
 - b. Embankment construction from Surveyor to Midway – 1 October 04 thru 28 October 04.
 - c. Embankment construction from Midway to Addison Rd. – 30 November 04 thru 29 December 04.
 - d. RXR Crossing Construction – 23 June 05 thru 7 July 05.
 - e. Signage and Striping – 2 September 05 thru 28 September 05.

2. Bridge Construction
 - a. Fabricate steel arches - 9 August 04 thru 11 February 05.
 - b. Drill shafts – 29 October 04 thru 13 December 04.
 - c. Retaining wall construction – 23 November 04 thru 21 December 04.
 - d. Set U-beams – 27 December 04 thru 23 March 05.
 - e. Deliver steel arches – 14 February 05.
 - f. Set steel arches – 10 March 05 thru 16 March 05.
 - g. Set steel stingers – 22 March 05 thru 23 March 05.
 - h. Form/pour bridge deck – 24 March 05 thru 3 June 05.
 - i. Paint Bridge Structure – 13 June 05 thru 12 July 05.

3. Storm Sewer Construction
 - a. Demo site from Surveyor to Midway – 30 August 04 thru 20 September 04.
 - b. Demo site from Midway to Addison Road – 21 September 04 thru 4 October 04.
 - c. Install double 10ft. X 6ft. concrete box culvert 21 December 04

4. Dallas Water Utility Construction
 - a. Lower 60 inch water main and install new 60 inch valve and valve vault – 1 November 04 thru 16 November 04.

5. Landscaping
 - a. Landscape berms – 11 May 05 thru 26 July 05.
 - b. Sidewalk construction – 16 May 05 thru 22 August 05.
 - c. General landscape installation – 11 July 05 thru 28 September 05.

6. Lighting
 - a. Light pole installation – 9 May 05 thru 14 July 05.
 - b. Bridge Lighting 6 June 05 thru 5 July 05.

7. Traffic Signal Installation
 - a. Addison Road intersection – 31 May 05 thru 13 June 05.
 - b. Surveyor Road intersection – 15 July 05 thru 28 July 05.