

Battson - Electric Vault PAM  
1997

Sheet1

Pam date	Request #	Amount	contract amt.	Total
1/31/97	1	\$ 34,568.10	\$	109,740.00
			\$	<b>34,568.10</b>
3/3/97	2	\$ 64,197.90	\$	<b>98,766.00</b>
3/18/97	3 (FINAL)	\$ 10,974.00	\$	<b>109,740.00</b>

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

LETTER OF TRANSMITTAL

(214) 871-3311

TO TOWN OF ADDISON PUBLIC WORKS  
P.O. Box 144  
Addison, Tx. 75001

DATE	3/13/97	JOB NO.	01182213
ATTENTION	DAVID NIELSENWONGER		
RE:	ELECT. VAULT BOSQUE PARK		

WE ARE SENDING YOU  Attached  Under separate cover via none the following items:

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

COPIES	DATE	NO.	DESCRIPTION
1			Beattson Final Pay Estimate
			AFFIDAVIT OF BILLS PAID
			CONCRETE TEST RESULTS
			TUE LETTER OF ACCEPTANCE
			MAINTENANCE BOND
			SURETY FINAL RECEIPT

THESE ARE TRANSMITTED as checked below:

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

REMARKS \_\_\_\_\_

DAVID,

I have requested that Columbus send you signed copies of pay estimate as soon as possible. AT THIS TIME I have not received record drawings from Beattson.

COPY TO \_\_\_\_\_

SIGNED: David Meyers

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

PROJECT: **Addison Circle, Phase I, Electrical Vault**  
(name, address)

TO (Owner)

[ **Town of Addison**  
**5350 Belt Line Rd., P.O. Box 144, Addison, TX 75001** ]

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: **Addison Circle, Phase I,**  
**Electrical Vault**

BOND NO: BCN1944984

CONTRACT DATE: 12/11/96

CONTRACTOR: **Battson Contracting**

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

**Bituminous Casualty Corporation**  
**P.O. Box 167968, Irving, TX 75016-7968**

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

**Battson Contracting**  
**P.O. Box 747, Lancaster, TX 75146**

, CONTRACTOR,

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

**Town of Addison**  
**5350 Belt Line Rd., P.O. Box 144, Addison, TX 75001**

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 6th day of March 1997

Bituminous Casualty Corporation  
Surety Company

*Cindy Fowler*  
Signature of Authorized Representative

Cindy Fowler Attorney-In-Fact  
Title

Attest: *Debbie Smith*  
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS.  
Current Edition

**BITUMINOUS**

Casualty Corporation

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, does make, constitute and appoint:

**WILLIAM D. BALDWIN, SUZANNE C. BALDWIN, GINNY FOWLER, MICHAEL B. HILL, DON E. SMITH, RAY WATSON, WILLIAM L. RIDLEHOVER, OF RICHARDSON, TX.**

its true and lawful Attorney(s) in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required) bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION**

and to bind BITUMINOUS CASUALTY CORPORATION, thereby, and all of the acts of said Attorneys-in-Fact pursuant to these presents are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on September 1, 1988. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the BITUMINOUS CASUALTY CORPORATION on September 1, 1988:

RESOLVED FURTHER that the chairman, president, or any vice-president, surety, of the Corporation, in conjunction with the Secretary or any assistant secretary of the Corporation, be and hereby are authorized and directed to execute and deliver to such persons as such officers of the Corporation may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Corporation to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guaranties of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Corporation as aforesaid shall not exceed five million dollars (\$5,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Corporation (i) when signed by the chairman, president or any vice-president, surety, of the Corporation and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized attorney-in-fact and sealed with the seal of the Corporation (if a seal is required).

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

IN WITNESS WHEREOF BITUMINOUS CASUALTY CORPORATION has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 2<sup>ND</sup> day of JANUARY, 19 97.

BITUMINOUS CASUALTY CORPORATION

*Janine K. Happ*  
Assistant Secretary



*James E. Lee*  
Vice President - Surety

STATE OF WISCONSIN COUNTY OF WAUKESHA

On this 2<sup>ND</sup> day of JANUARY, 19 97, personally came before me, JAMES E. LEE and JANINE K. HAPP to me known to be individuals and officers of the BITUMINOUS CASUALTY CORPORATION who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*James E. Lee*  
Notary Public

My commission expires: 01/21/2001

**CERTIFICATE**

I, the undersigned, secretary of the BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, CERTIFY that the foregoing and attached power of attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

93-8030



Signed and sealed at the City of Rock Island 6<sup>th</sup> day of March, 19 97

*James M. Casey*  
Secretary

BALDWIN INSURANCE & BONDING

SECTION MB  
MAINTENANCE BOND

Bond No. BCN1044984

STATE OF TEXAS

COUNTY OF DALLAS

That Battson Contracting \_\_\_\_\_ as principal and Bituminous Casualty Corporation  
\_\_\_\_\_, a corporation organized under the laws of Illinois and \_\_\_\_\_  
\_\_\_\_\_ as sureties, said sureties being authorized to do business in the State of Texas, do hereby  
expressly acknowledge themselves to be held and bound to pay unto the Town of Addison, Texas, a  
duly incorporated home rule municipal corporation under the laws of the State of Texas, the sum of \_\_\_\_\_  
One Hundred Nine Thousand Seven Hundred Forty and no/100

\_\_\_\_\_  
\_\_\_\_\_ (\$ 109,740.00 ) for the  
payments of which sum will and truly to be made unto said Town of Addison and its successors, said  
principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

Battson Contracting

has this day entered into a written contract with the said Town of Addison to build and construct the  
Addison Circle, Phase I, Electrical Vault

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


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

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

IN WITNESS WHEREOF, the said Bituminous Casualty Corporation has caused these presents to be executed by Attorney-In-Fact and the said Attorney-In-Fact has hereunto set his hand this the 6th day of March, 1997.

**SURETY**

Bituminous Casualty Corporation

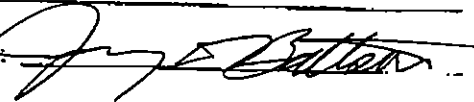
By:   
Attorney in Fact, Ray Watson

By: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Agency and Address

**PRINCIPAL**

Battson Contracting

By: 

**WITNESS**

  
Secretary

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

0-PRINCIPAL/PRINCIPAL/000



# BITUMINOUS

Casualty Corporation

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, does make, constitute and appoint:

**WILLIAM D. BALDWIN, SUZANNE C. BALDWIN, CIMBY FOWLER, MICHAEL B. HILL, DON E. SMITH, RAY WATSON, WILLIAM E. RIDLEHOVER, OF RICHARDSON, TX**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required) bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION**

and to bind BITUMINOUS CASUALTY CORPORATION, hereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on September 1, 1988. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the BITUMINOUS CASUALTY CORPORATION on September 1, 1988.

RESOLVED FURTHER, that the chairman, president, or any vice-president, surety, of the Corporation, in conjunction with the secretary or any assistant secretary of the Corporation, be and hereby are authorized and directed to execute and deliver to such persons as such officers of the Corporation may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Corporation to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Corporation as aforesaid shall not exceed five million dollars (\$5,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Corporation  
(i) when signed by the chairman, president or any vice-president, surety, of the Corporation and attested and sealed (if a seal be required) by any secretary or assistant secretary; or  
(ii) when signed by a duly authorized attorney-in-fact and sealed with the seal of the Corporation (if a seal is required).

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

IN WITNESS WHEREOF, BITUMINOUS CASUALTY CORPORATION has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JANUARY, 19 97.

BITUMINOUS CASUALTY CORPORATION

*Janine K. Happ*  
Assistant Secretary



*James E. Lee*  
Vice President Surety

STATE OF WISCONSIN, COUNTY OF WAUKESHA

On this 22ND day of JANUARY, 19 97, personally came before me, JAMES E. LEE and JANINE K. HAPP to me known to be individuals and officers of the BITUMINOUS CASUALTY CORPORATION who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*James E. Lee*  
Notary Public

My commission expires: 01/21/2001

### CERTIFICATE

I, the undersigned, secretary of the BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, CERTIFY that the foregoing and attached power of attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

93-8039



Signed and sealed at the City of Rock Island 6th day of March, 19 97

*James M. Casey*  
Secretary

BALDWIN INSURANCE & BONDING

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON COLORED BACKGROUND AND IS MULTI-COLORED.

## **IMPORTANT NOTICE**

### **TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, Texas 78714-9104  
FAX No. (512) 475-1771**

### **PREMIUM OR CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

**BATTSON CONTRACTING**

PROJECT: Addison Circle - Phase I Electrical Vault

ESTIMATE NO: 3 (Final)

OWNER: Town of Addison - Bid No. 97-04

CONTRACT AMOUNT: \$109,740.00

PAYABLE TO:  
Battson Contracting  
P.O. Box 747  
Lancaster, Texas 75146

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL
SCHEDULE I						
101	ELECTRICAL VAULT	LS	1.0	1.0	\$109,740.00	\$109,740.00
SCHEDULE I SUBTOTAL						\$109,740.00

TOTAL WORK DONE	\$109,740.00
RETAINED (0% Final)	<u>\$0.00</u>
AMOUNT PAYABLE	\$109,740.00
PREVIOUS PAYMENTS	<u>\$98,766.00</u>
AMOUNT PAYABLE THIS STATEMENT	<b>\$10,974.00</b>

APPROVED:

X *John P. Battson*  
BATTSON CONTRACTING

3-4-97  
DATE

X *David Meyers*  
HUTT-ZOLLARS, INC.

3/6/97  
DATE

X \_\_\_\_\_  
COLUMBUS REALTY TRUST

\_\_\_\_\_  
DATE

X \_\_\_\_\_  
TOWN OF ADDISON

\_\_\_\_\_  
DATE

RECEIVED  
MAR 06 1997  
HUTT-ZOLLARS

SECTION BP  
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared Jimmy D. Battson who, being duly sworn, on oath, says that he is a legal representative of Battson Contracting  
(full name of Contractor as in contract)

and that the contract for the construction of the project, designated as

97-04  
(Project No.)

Addison Circle - Phase I Electrical Vault

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

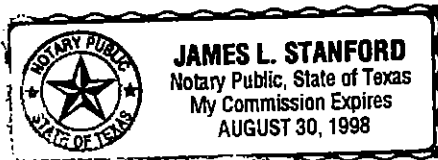
Jimmy D. Battson  
Signature

owner  
Title

Sworn to and subscribed before me this 5<sup>th</sup> day of March, 1997.

James L. Stanford  
Notary Public in and for

Dallas County, Texas





FUGRO-McCLELLAND (SOUTHWEST), INC.

2880 Virgo Lane, Dallas, Texas 75229  
Ph (972) 484-8301; Fax (972) 682-7328

## COMPRESSIVE STRENGTH OF CONCRETE REPORT

CLIENT: Battson Contracting  
PROJECT: Addison Circle One, Addison, Texas

REPORT DATE: January 28, 1997  
PROJECT NO: 0761-2001

**SAMPLE DATE: January 21, 1997**

CONTRACTOR:	Commercial Formwork	CONCRETE SUPPLIER:	Lattimore Materials
TICKET NO.:	n/a	PLANT/TRUCK:	7/480
AMBIENT TEMP. (°F):	70	MIX ID NUMBER:	27
CONCRETE TEMP. (°F):	64	AIR (%) (ASTM C-431)	3.0
TIME BATCHED:	2:25 pm	WATER ADDED (gal):	15
TIME SAMPLED:	3:30 pm	SLUMP (Inches) (ASTM C-143)	4
WEATHER CONDITION:	Partly cloudy		
LOCATION OF PLACEMENT:	Electrical vault floor, 5 feet north, 10 feet west of southeast corner, northeast corner of Building A		

### CONCRETE CYLINDER COMPRESSIVE STRENGTH TESTS

Standard 6" x 12", 28.7 square inches

CYLINDER NUMBER	AGE (days)	DATE TESTED	TOTAL LOAD (pounds)	COMPRESSIVE STRENGTH (psi)	REQUIRED COMPRESSIVE STRENGTH (psi)
ACA 878	7	1/28/97	125000	4422	4000/28 days
ACA 879	7	1/28/97	130000	4599	
ACA 880	28	2/18/97			
ACA 881	28	2/18/97			
ACA 882	Hold				

Specifications:    Mixing & Curing:    ASTM C-31    Testing Methods:    ASTM C-143, ASTM C-39

#### REMARKS:

Technician: Todd Neely

FUGRO-McCLELLAND (SOUTHWEST), INC.

Checked By: 

SMH/br

Distribution: Battson Contracting - Ron Huddleston



**FUGRO-McCLELLAND (SOUTHWEST), INC.**

2880 Virgo Lane, Dallas, Texas 75229  
Ph (972) 484-8301; Fax (972) 820-7328

## COMPRESSIVE STRENGTH OF CONCRETE REPORT

**CLIENT:** Battson Contracting  
**PROJECT:** Addison Circle One, Addison, Texas

**REPORT DATE:** February 7, 1997  
**PROJECT NO:** 0761-2001

**SAMPLE DATE:** January 31, 1997

**CONTRACTOR:** Commercial Framework  
**TICKET NO.:** 7030483  
**AMBIENT TEMP. (°F):** 76  
**CONCRETE TEMP. (°F):** 85  
**TIME BATCHED:** 2:00 pm  
**TIME SAMPLED:** 3:00 pm  
**WEATHER CONDITION:** Clear  
**LOCATION OF PLACEMENT:** T.U. Electric, electrical vault wall, centerline east wall, 8 feet above floor

**CONCRETE SUPPLIER:** Lettimore  
**PLANT/TRUCK:** 7 / 612  
**MIX ID NUMBER:** 27  
**AIR (%) (ASTM C-431):** n/a  
**WATER ADDED (gal):** 0  
**SLUMP (inches) (ASTM C-143):** 3 3/4

### CONCRETE CYLINDER COMPRESSIVE STRENGTH TESTS

Standard 8" x 12", 28.27 square inches

CYLINDER NUMBER	AGE (days)	DATE TESTED	TOTAL LOAD (pounds)	COMPRESSIVE STRENGTH (psi)	REQUIRED COMPRESSIVE STRENGTH (psi)
ACA 883	7	2/7/97	133000	4705	4000/28 days
ACA 884	28	2/28/97			
ACA 885	28	2/28/97			
ACA 886	Hold				

Specifications: Making & Curing: ASTM C-31 Testing Methods: ASTM C-143, ASTM C-39

**REMARKS:**

Technician: David Peters

**FUGRO-McCLELLAND (SOUTHWEST), INC.**

Checked By: 

SMH/br

Distribution: Battson Contracting - Ron Huddleston

**FUGRO-McCLELLAND (SOUTHWEST), INC.**2880 Virgo Lane, Dallas, Texas 75229  
Ph (972) 484-8301; Fax (972) 820-7329**COMPRESSIVE STRENGTH OF CONCRETE REPORT****CLIENT:** Battson Contracting  
**PROJECT:** Addison Circle One, Addison, Texas**REPORT DATE:** February 20, 1997  
**PROJECT NO:** 0761-2001**SAMPLE DATE:** February 13, 1997

<b>CONTRACTOR:</b>	Concrete Formworks	<b>CONCRETE SUPPLIER:</b>	Lattimore
<b>TICKET NO.:</b>	1078831	<b>PLANT/TRUCK:</b>	1
<b>AMBIENT TEMP. (°F):</b>	58	<b>MIX ID NUMBER:</b>	
<b>CONCRETE TEMP. (°F):</b>	68	<b>AIR (%) (ASTM C-231)</b>	
<b>TIME BATCHED:</b>	9:48 am	<b>WATER ADDED (gal):</b>	0
<b>TIME SAMPLED:</b>	10:30 am	<b>SLUMP (inches) (ASTM C-143)</b>	4.5
<b>WEATHER CONDITION:</b>	Cloudy		
<b>LOCATION OF PLACEMENT:</b>	TU electric vault roof deck		

**CONCRETE CYLINDER COMPRESSIVE STRENGTH TESTS**

Standard 9" x 12", 28.27 square inches

CYLINDER NUMBER	AGE (days)	DATE TESTED	TOTAL LOAD (pounds)	COMPRESSIVE STRENGTH (psi)	REQUIRED COMPRESSIVE STRENGTH (psi)
ACA 887	7	2/20/97	120000	4245	4000/28 days
ACA 888	7	2/20/97	118000	4174	
ACA 889	28	3/13/97			
ACA 890	28	3/13/97			
ACA 891	Hold				

Specifications: Making & Curing: ASTM C-31 Testing Methods: ASTM C-143, ASTM C-39

**REMARKS:**

Technician: Ted Nicholas

FUGRO-McCLELLAND (SOUTHWEST), INC.

Checked By: SDH

SMH/br

Distribution: Battson Contracting - Ron Huddleston

MAR-04-97 14:41

BATTSON CONTRACTING

214 227 6191 P.01



**BATTSON  
CONTRACTING**

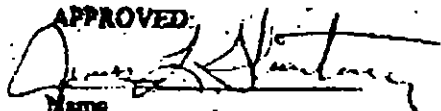
P.O. Box 747 Lancaster, TX 75146  
(214) 227-6888

**LETTER OF ACCEPTANCE**

RE: Addison Circle - Phase I Electrical Vault  
Town of Addison - Bid No. 97-04

To Whom It May Concern:

Battson Contracting has completed the above referenced project according to specifications and to our satisfaction. With assurance of Battson Contracting to warrant the project according to contract documents, this letter shall serve as our notice of final acceptance of the project.

APPROVED:  
  
 Name  
SR. ENGINEER (TUE.)  
 Title  
JAMES L. SHORTNACY  
 Signature  
T.U. Electric  
 Company  
2/28/97  
 Date

TOTAL P.01



RECEIVED MAR 05 1997



FUGRO-McCLELLAND (SOUTHWEST), INC.

2880 Virgo Lane; Dallas, Texas 75229  
Ph (972) 484-8301; Fax (972) 820-7328

### COMPRESSIVE STRENGTH OF CONCRETE REPORT

CLIENT: Battson Contracting  
PROJECT: Addison Circle One, Addison, Texas

REPORT DATE: February 28, 1997  
PROJECT NO: 0761-2001

**SAMPLE DATE: January 31, 1997**

CONTRACTOR:	Commercial Framework	CONCRETE SUPPLIER:	Lattimore
TICKET NO.:	7030483	PLANT/TRUCK:	7 / 812
AMBIENT TEMP. (°F):	76	MIX ID NUMBER:	27
CONCRETE TEMP. (°F):	85	AIR (%) (ASTM C-231)	n/a
TIME BATCHED:	2:00 pm	WATER ADDED (gal):	0
TIME SAMPLED:	3:00 pm	SLUMP (inches) (ASTM C-143)	3 3/4
WEATHER CONDITION:	Clear		
LOCATION OF PLACEMENT:	T.U. Electric, electrical vault wall, centerline east wall, 6 feet above floor		

CONCRETE CYLINDER COMPRESSIVE STRENGTH TESTS					
Standard: 6" x 12", 28.27 square inches					
CYLINDER NUMBER	AGE (days)	DATE TESTED	TOTAL LOAD (pounds)	COMPRESSIVE STRENGTH (psi)	REQUIRED COMPRESSIVE STRENGTH (psi)
ACA 883	7	2/7/97	133000	4705	4000/28 days
ACA 884	28	2/28/97	165000	5837	
ACA 885	28	2/28/97	163000	5766	
ACA 886	Hold				
Specifications: Making & Curing: ASTM C-31 Testing Methods: ASTM C-143, ASTM C-39					

REMARKS:

Technician: David Peters

FUGRO-McCLELLAND (SOUTHWEST), INC.

Checked By: SMH

SMH/rm  
Distribution: Battson Contracting - Ron Huddleston

Hold until  
Council

P/ approval on

DATE 3/18/97

CLA March 25

\$ 10,974.00

Vendor No. \_\_\_\_\_

Vendor Name

Addison Circle One, Ltd.

Address

15851 Dallas Parkway, Suite 855

Address

Dallas

Address

TX

Zip Code

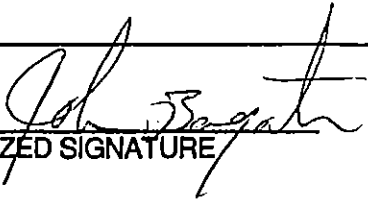
75248

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
Estimate 3 (final)	41	000				10,974.00
<b>TOTAL</b>						<b>\$ 10,974.00</b>

EXPLANATION

Reimbursement

Addison Circle Phase I Electrical Vault  
Bosque Park

  
AUTHORIZED SIGNATURE

FINANCE

Hold until  
Council

PI approval on

DATE 3/18/97

CLA March 25 \$ 10,974.00

Vendor No. \_\_\_\_\_

Vendor Name Addison Circle One, Ltd.

Address 15851 Dallas Parkway, Suite 855

Address Dallas

Address TX

Zip Code 75248

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
<u>Estimate 3 (final)</u>	<u>41</u>	<u>000</u>				<u>10,974.00</u>
TOTAL						<u>\$ 10,974.00</u>

EXPLANATION

Reimbursement

Addison Circle Phase I Electrical Vault  
Bosque Park

John Baggett  
AUTHORIZED SIGNATURE

FINANCE

**COLUMBUS**  
R E A L T Y T R U S T

March 17, 1997

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

Dear John:

Please accept this letter as our final invoice in the amount of \$10,974.00 for work done by Battson Contracting for the period ending March 4, 1997. Three copies of their pay application are attached. Please return two executed copies to us for distribution.

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**AFFIDAVIT**

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

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

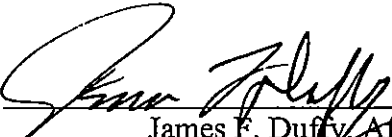
I am a duly authorized representative of Addison Circle One, Ltd., a Texas limited partnership (the ‘Partnership’). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

The Partnership, by assignment from the Town of Addison, Texas, is the owner and construction manager under certain construction contract documents entitled ‘Town of Addison, Construction Specifications and Contract Documents, Addison Circle Phase I’ dated December,

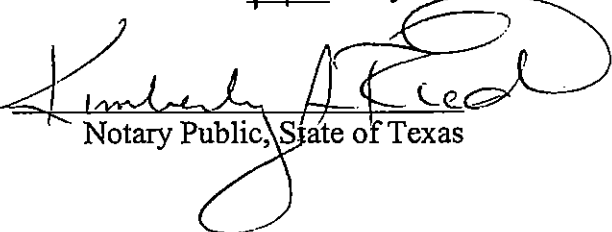
1995 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase I (the 'Project'). The contractor for the project is Battson Contracting ('Contractor').

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

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


  
James F. Duffy, Affiant

SWORN TO AND SUBSCRIBED BEFORE ME on the 17<sup>th</sup> day of March, 1997.

  
Notary Public, State of Texas

Please let us know if you have any questions.

Regards,

  
James F. Duffy  
Senior Vice President - Construction

JFD/kar

Attachments

SECTION MB  
MAINTENANCE BOND

Bond No. BCN1044984

STATE OF TEXAS

COUNTY OF DALLAS

That Battson Contracting as principal and Bituminous Casualty Corporation  
, a corporation organized under the laws of Illinois and   
 as sureties, said sureties being authorized to do business in the State of Texas, do hereby  
expressly acknowledge themselves to be held and bound to pay unto the Town of Addison, Texas, a  
duly incorporated home rule municipal corporation under the laws of the State of Texas, the sum of   
One Hundred Nine Thousand Seven Hundred Forty and no/100

(\$ 109,740.00 ) for the  
payments of which sum will and truly to be made unto said Town of Addison and its successors, said  
principal and sureties do hereby bind themselves, their assigns and successors, jointly and severally.

This obligation is conditioned, however, that whereas said

Battson Contracting

has this day entered into a written contract with the said Town of Addison to build and construct the  
Addison Circle, Phase I, Electrical Vault

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


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

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

IN WITNESS WHEREOF, the said Bituminous Casualty Corporation has caused these presents to be executed by Attorney-In-Fact and the said Attorney-In-Fact has hereunto set his hand this the 6th day of March, 1997.

**SURETY**

Bituminous Casualty Corporation

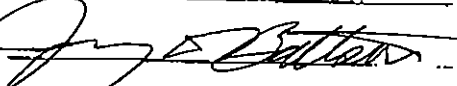
By:   
Attorney in Fact, Ray Watson

By: \_\_\_\_\_  
Surety

\_\_\_\_\_  
Agency and Address

**PRINCIPAL**

Battson Contracting

By: 

**WITNESS**

  
Secretary

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

0-PROVIDE ORIGINAL TO ALL



**BITUMINOUS**

Casualty Corporation

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, does make, constitute and appoint:

**WILLIAM D. BALDWIN, SUZANNE C. BALDWIN, CINDY FOWLER, MICHAEL B. HILL, DON E. SMITH, RAY WATSON, WILLIAM L. RIDLHOVER, OF RICHARDSON, T**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION**

and to bind BITUMINOUS CASUALTY CORPORATION thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on September 1, 1988. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the BITUMINOUS CASUALTY CORPORATION on September 1, 1988.

RESOLVED FURTHER that the chairman, president, or any vice-president, surety, of the Corporation, in conjunction with the secretary or any assistant secretary of the Corporation, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Corporation may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Corporation to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Corporation as aforesaid shall not exceed five million dollars (\$5,000,000.00), except (a) bonds required to be filed as open penalty bonds and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Corporation

- (i) when signed by the chairman, president or any vice-president, surety, of the Corporation and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized attorney-in-fact and sealed with the seal of the Corporation (if a seal is required).

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

IN WITNESS WHEREOF, BITUMINOUS CASUALTY CORPORATION has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JANUARY, 19 97

**BITUMINOUS-CASUALTY CORPORATION**

*Janine K. Happ*  
Assistant Secretary



*James E. Lee*  
Vice President - Surety

STATE OF WISCONSIN, COUNTY OF WAUKESHA

On this 22ND day of JANUARY, 19 97, personally came before me JAMES E. LEE and JANINE K. HAPP to me known to be individuals and officers of the BITUMINOUS CASUALTY CORPORATION who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Jean Aretter*  
Notary Public

My commission expires: 01/21/2001

**CERTIFICATE**

I, the undersigned, secretary of the BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, CERTIFY that the foregoing and attached power of attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

93-8039



Signed and sealed at the City of Rock Island, 6th day of March, 19 97

*James M. Casey*  
Secretary

**BALDWIN INSURANCE & BONDING**

**THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON COLORED BACKGROUND AND IS MULTI-COLORED**

## **IMPORTANT NOTICE**

### **TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, Texas 78714-9104  
FAX No. (512) 475-1771**

### **PREMIUM OR CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

OWNER   
ARCHITECT   
CONTRACTOR   
SURETY   
OTHER

AIA DOCUMENT G707

PROJECT: Addison Circle, Phase I, Electrical Vault  
(name, address)

TO (Owner)

[ Town of Addison  
5350 Belt Line Rd., P.O. Box 144, Addison, TX 75001 ]

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: Addison Circle, Phase I,  
Electrical Vault

BOND NO: BCN1944984

CONTRACT DATE: 12/11/96

CONTRACTOR: Battson Contracting

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

Bituminous Casualty Corporation  
P.O. Box 167968, Irving, TX 75016-7968

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Battson Contracting  
P.O. Box 747, Lancaster, TX 75146

, CONTRACTOR,

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

Town of Addison  
5350 Belt Line Rd., P.O. Box 144, Addison, TX 75001

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 6th day of March 1997

Bituminous Casualty Corporation  
Surety Company

*Cindy Fowler*  
Signature of Authorized Representative

Cindy Fowler Attorney-In-Fact  
Title

Attest: *Debbie Smith*  
(Seal):

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,  
Current Edition

**BITUMINOUS**

Casualty Corporation

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, does make, constitute and appoint:

**WILLIAM D. BALDWIN, SUZANNE C. BALDWIN, CINDY FOWLER, MICHAEL B. HILL, DON E. SMITH, PAV WATSON, WILLIAM L. RIDLEHOVER, OF RICHARDSON, T**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION**

and to bind BITUMINOUS CASUALTY CORPORATION thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on September 1, 1988. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the BITUMINOUS CASUALTY CORPORATION on September 1, 1988.

RESOLVED FURTHER that the chairman, president, or any vice president, surety, of the Corporation, in conjunction with the secretary or any assistant secretary of the Corporation be and hereby are authorized and directed to execute and deliver to such persons as such officers of the Corporation may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Corporation to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage and any bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Corporation as aforesaid shall not exceed five million dollars (\$5,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Corporation (i) when signed by the chairman, president or any vice president, surety, of the Corporation and attested and sealed (if a seal be required) by any secretary or assistant secretary, or (ii) when signed by a duly authorized attorney-in-fact and sealed with the seal of the Corporation (if a seal is required).

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

IN WITNESS WHEREOF, BITUMINOUS CASUALTY CORPORATION has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of JANUARY, 19 97.

**BITUMINOUS CASUALTY CORPORATION**

*Janine K. Happ*  
Assistant Secretary



*James E. Lee*  
Vice President - Surety

STATE OF WISCONSIN, COUNTY OF WAUKESHA

On this 22ND day of JANUARY, 19 97, personally came before me, JAMES E. LEE and JANINE K. HAPP to me known to be individuals and officers of the BITUMINOUS CASUALTY CORPORATION who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*James E. Lee*  
Notary Public

My commission expires: 01/21/2001

**CERTIFICATE**

I, the undersigned, secretary of the BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, CERTIFY that the foregoing and attached power of attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



93-8039

Signed and sealed at the City of Rock Island, 6th day of March, 19 97.

*James M. Casey*  
Secretary

**BALDWIN INSURANCE & BONDING**

**BATTSON CONTRACTING**

PROJECT: Addison Circle - Phase I Electrical Vault

ESTIMATE NO: 3 (Final)

OWNER: Town of Addison - Bid No. 97-04

CONTRACT AMOUNT: \$109,740.00

PAYABLE TO:  
Battson Contracting  
P.O. Box 747  
Lancaster, Texas 75146

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL
SCHEDULE I						
101	ELECTRICAL VAULT	LS	1.0	1.0	\$109,740.00	\$109,740.00
SCHEDULE I SUBTOTAL						\$109,740.00

TOTAL WORK DONE	\$109,740.00
RETAINED (0% Final)	\$0.00
AMOUNT PAYABLE	\$109,740.00
PREVIOUS PAYMENTS	\$98,766.00
AMOUNT PAYABLE THIS STATEMENT	\$10,974.00

APPROVED:

X *Jan P. Battson*  
BATTSON CONTRACTING

3-4-97  
DATE

X *David Meyers*  
HUITT-ZOLLARS, INC.

3/6/97  
DATE

X *James H. Duffy*  
COLUMBUS REALTY TRUST

3-17-97  
DATE

X *John Baggett*  
TOWN OF ADDISON

3-17-97  
DATE

RECEIVED  
MAR 06 1997  
HUITT-ZOLLARS

SECTION BP  
CONTRACTOR'S AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF DALLAS

Personally, before me the undersigned authority, on this day appeared Jimmy D. Battson who, being  
duly sworn, on oath, says that he is a legal representative of Battson Contracting  
(full name of Contractor as in contract)

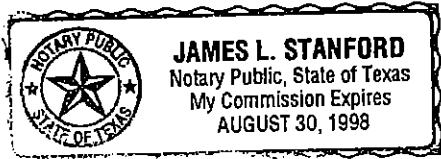
and that the contract for the construction of the project, designated as

97-04  
(Project No.)  
Addison Circle - Phase I Electrical Vault

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

Jimmy D. Battson  
Signature  
owner  
Title

Sworn to and subscribed before me this 5<sup>th</sup> day of March, 1997.



James L. Stanford  
Notary Public in and for  
Dallas County, Texas



FUGRO-McCLELLAND (SOUTHWEST), INC.

2880 Virgo Lane, Dallas, Texas 75229  
Ph (972) 484-8301; Fax (972) 820-7328

## COMPRESSIVE STRENGTH OF CONCRETE REPORT

CLIENT: Battson Contracting  
PROJECT: Addison Circle One, Addison, Texas

REPORT DATE: January 28, 1997  
PROJECT NO: 0761-2001

**SAMPLE DATE: January 21, 1997**

CONTRACTOR:	Commercial Formwork	CONCRETE SUPPLIER:	Lattimore Materials
TICKET NO.:	n/a	PLANT/TRUCK:	71480
AMBIENT TEMP. (°F):	70	MIX ID NUMBER:	27
CONCRETE TEMP. (°F):	64	AIR (%) (ASTM C-431)	3.0
TIME BATCHED:	2:25 pm	WATER ADDED (gal):	15
TIME SAMPLED:	3:30 pm	SLUMP (inches) (ASTM C-143)	4
WEATHER CONDITION:	Partly cloudy		
LOCATION OF PLACEMENT:	Electrical vault floor, 5 feet north, 10 feet west of southeast corner, northeast corner of Building A		

### CONCRETE CYLINDER COMPRESSIVE STRENGTH TESTS

Standard 6" x 12" - 28.27 square inches

CYLINDER NUMBER	AGE (days)	DATE TESTED	TOTAL LOAD (pounds)	COMPRESSIVE STRENGTH (psi)	REQUIRED COMPRESSIVE STRENGTH (psi)
ACA 878	7	1/28/97	125000	4422	4000/28 days
ACA 879	7	1/28/97	130000	4599	
ACA 880	28	2/18/97			
ACA 881	28	2/18/97			
ACA 882	Hold				

Specifications: Making & Curing: ASTM C-31 Testing Methods: ASTM C-143, ASTM C-99

#### REMARKS:

Technician: Todd Neely

FUGRO-McCLELLAND (SOUTHWEST), INC.

Checked By: 

SMH/br

Distribution: Battson Contracting - Ron Huddleston



FUGRO-McCLELLAND (SOUTHWEST), INC.

2890 Virgo Lane; Dallas, Texas 75229  
Ph (972) 464-8301; Fax (972) 520-7328

COMPRESSIVE STRENGTH OF CONCRETE REPORT

CLIENT: Battson Contracting  
PROJECT: Addison Circle One, Addison, Texas

REPORT DATE: February 7, 1997  
PROJECT NO: 0761-2001

SAMPLE DATE: January 31, 1997

CONTRACTOR: Commercial Framework  
TICKET NO.: 7030483  
AMBIENT TEMP. (°F): 76  
CONCRETE TEMP. (°F): 85  
TIME BATCHED: 2:00 pm  
TIME SAMPLED: 3:00 pm  
WEATHER CONDITION: Clear  
LOCATION OF PLACEMENT: T.U. Electric, electrical vault wall, centerline east wall, 8 feet above floor  
CONCRETE SUPPLIER: Lattimore  
PLANT/TRUCK: 7 / 012  
MIX ID NUMBER: 27  
AIR (%) (ASTM C-231): n/a  
WATER ADDED (gal): 0  
SLUMP (inches) (ASTM C-143): 3 3/4

CONCRETE CYLINDER COMPRESSIVE STRENGTH TESTS					
Standard 6" x 12", 28.27 square inches					
CYLINDER NUMBER	AGE (days)	DATE TESTED	TOTAL LOAD (pounds)	COMPRESSIVE STRENGTH (psi)	REQUIRED COMPRESSIVE STRENGTH (psi)
ACA 883	7	2/7/97	133000	4705	4000/28 days
ACA 884	28	2/28/97			
ACA 885	28	2/28/97			
ACA 886	Hold				

Specifications: Making & Curing: ASTM C-31 Testing Methods: ASTM C-143, ASTM C-59

REMARKS:

Technician: David Peters

FUGRO-McCLELLAND (SOUTHWEST), INC.

Checked By:

SMH/br

Distribution: Battson Contracting - Ron Huddleston



FUGRO-McCLELLAND (SOUTHWEST), INC.


 2880 Virgo Lane; Dallas, Texas 75229  
 Ph (972) 484-8301; Fax (972) 620-7328

## COMPRESSIVE STRENGTH OF CONCRETE REPORT

 CLIENT: Battson Contracting  
 PROJECT: Addison Circle One, Addison, Texas

 REPORT DATE: February 20, 1997  
 PROJECT NO: 0761-2001

**SAMPLE DATE: February 13, 1997**

CONTRACTOR:	Concrete Formworks	CONCRETE SUPPLIER:	Lattimore
TICKET NO.:	1076631	PLANT/TRUCK:	1
AMBIENT TEMP. (°F):	58	MIX ID NUMBER:	
CONCRETE TEMP. (°F):	68	AIR (%) (ASTM C-231)	
TIME BATCHED:	9:48 am	WATER ADDED (gal):	0
TIME SAMPLED:	10:30 am	SLUMP (Inches) (ASTM C-143)	4.5
WEATHER CONDITION:	Cloudy		
LOCATION OF PLACEMENT:	TU electric vault roof deck		

### CONCRETE CYLINDER COMPRESSIVE STRENGTH TESTS

Standard 6" x 12", 28.27 square inches

CYLINDER NUMBER	AGE (days)	DATE TESTED	TOTAL LOAD (pounds)	COMPRESSIVE STRENGTH (psi)	REQUIRED COMPRESSIVE STRENGTH (psi)
ACA 887	7	2/20/97	120000	4245	4000/28 days
ACA 888	7	2/20/97	118000	4174	
ACA 889	28	3/13/97			
ACA 890	28	3/13/97			
ACA 891	Hold				

Specifications: Making & Curing: ASTM C-31 Testing Methods: ASTM C-143, ASTM C-39

**REMARKS:**

Technician: Ted Nicholas

FUGRO-McCLELLAND (SOUTHWEST), INC.

 Checked By: S. D. H.

SMH/br

Distribution: Battson Contracting - Ron Huddleston



# BATTSON CONTRACTING

P.O. Box 747 Lancaster, TX 75146  
(214) 227-6888

## LETTER OF ACCEPTANCE

RE: Addison Circle - Phase I Electrical Vault  
Town of Addison - Bid No. 97-04

To Whom It May Concern:

Battson Contracting has completed the above referenced project according to specifications and to our satisfaction. With assurance of Battson Contracting to warrant the project according to contract documents, this letter shall serve as our notice of final acceptance of the project.

APPROVED:

Name

SR. ENGINEER (TUE.)

Title

JAMES L. SHORTNACY

Signature

T.U. Electric

Company

2/28/97

Date

TOTAL P.01

RECEIVED MAR 05 1997



FUGRO-McCLELLAND (SOUTHWEST), INC.

2880 Virgo Lane; Dallas, Texas 75229  
Ph (972) 484-8301; Fax (972) 620-7328

### COMPRESSIVE STRENGTH OF CONCRETE REPORT

CLIENT: Battson Contracting  
PROJECT: Addison Circle One, Addison, Texas

REPORT DATE: February 28, 1997  
PROJECT NO: 0761-2001

**SAMPLE DATE: January 31, 1997**

CONTRACTOR:	Commercial Framework	CONCRETE SUPPLIER:	Lattimore
TICKET NO.:	7030463	PLANT/TRUCK:	7 / 612
AMBIENT TEMP. (°F):	76	MIX ID NUMBER:	27
CONCRETE TEMP. (°F):	85	AIR (%) (ASTM C-231)	n/a
TIME BATCHED:	2:00 pm	WATER ADDED (gal):	0
TIME SAMPLED:	3:00 pm	SLUMP (inches) (ASTM C-143)	3 3/4
WEATHER CONDITION:	Clear		
LOCATION OF PLACEMENT:	T.U. Electric, electrical vault wall, centerline east wall, 6 feet above floor		

CONCRETE CYLINDER COMPRESSIVE STRENGTH TESTS					
Standard 6" x 12", 28.27 square inches					
CYLINDER NUMBER	AGE (days)	DATE TESTED	TOTAL LOAD (pounds)	COMPRESSIVE STRENGTH (psi)	REQUIRED COMPRESSIVE STRENGTH (psi)
ACA 883	7	2/7/97	133000	4705	4000/28 days
ACA 884	28	2/28/97	165000	5837	
ACA 885	28	2/28/97	163000	5766	
ACA 886	Hold				

Specifications: Making & Curing: ASTM C-31    Testing Methods: ASTM C-143, ASTM C-39

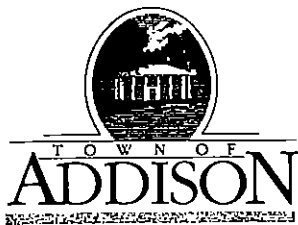
REMARKS:

Technician: David Peters

FUGRO-McCLELLAND (SOUTHWEST), INC.

Checked By: SMH

SMH/rm  
Distribution: Battson Contracting - Ron Huddleston



**PUBLIC WORKS DEPARTMENT**

Post Office Box 144 Addison, Texas 75001

(972) 450-2871

16801 Westgrove

**MEMORANDUM**

Date: March 19, 1997

To: Ron Whitehead  
City Manager

From: John Baumgartner, P.E.  
Director of Public Works

Re: Final Payment - Addison Circle One Ltd./Battson Contracting, Phase I Electrical Vault, Bosque Park

Battson Contracting has completed the referenced project in accordance with the Town of Addison's plans and specifications. The contract amount for this project is \$109,740.

Staff has received the consent of surety to final payment, the contractors affidavit of release of liens, and a one year maintenance bond.

Staff recommends the Council accept this project and authorize final payment of \$10,974 to Addison Circle One, Ltd./Battson Contracting.

We would like this item placed on the agenda for the March 25, 1997 Council meeting.

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE 3/3/97

CLAIM # \_\_\_\_\_

CHECK AMOUNT \$ 64,197.90

Vendor No. \_\_\_\_\_

Vendor Name

Addison Circle One, Ltd.

Address

15851 Dallas Parkway, Suite 855

Address

Dallas

Address

TX

Zip Code

75248

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(00000.00)
Estimate 2	41	000				64,197.90
<b>TOTAL</b>						<u>\$64,197.90</u>

EXPLANATION

Reimbursement

Addison Circle Phase I Electrical Vault Bosque Park

AUTHORIZED SIGNATURE

FINANCE

ORIGINAL TO ACCOUNTING/YELLOW FOR DEPARTMENT FILE

**C O L U M B U S**  
R E A L T Y T R U S T

February 27, 1997

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

Dear John:

Please accept this letter as our invoice in the amount of \$64,197.90 for work done by Battson Contracting for the period ending February 18, 1997. Three copies of their pay application are attached. Please return two executed copies to us for distribution.

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**AFFIDAVIT**

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

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

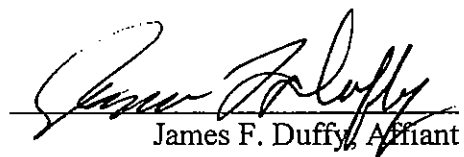
I am a duly authorized representative of Addison Circle One, Ltd., a Texas limited partnership (the ‘Partnership’). I am the appropriate official of the Partnership to submit this Affidavit and do submit this Affidavit on behalf of the Partnership.

The Partnership, by assignment from the Town of Addison, Texas, is the owner and construction manager under certain construction contract documents entitled ‘Town of Addison, Construction Specifications and Contract Documents, Addison Circle Phase I’ dated December,

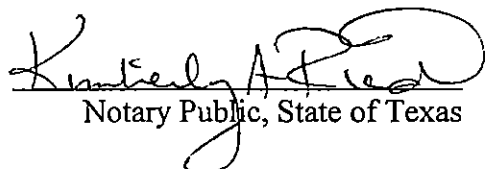
1995 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase I (the 'Project'). The contractor for the project is Battson Contracting ('Contractor').

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

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


  
James F. Duffy, Affiant

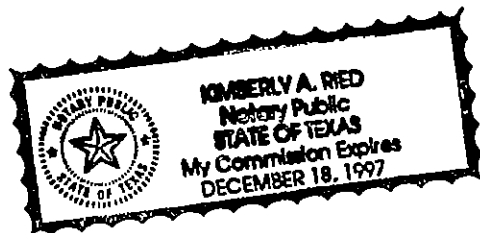
SWORN TO AND SUBSCRIBED BEFORE ME on the 27<sup>th</sup> day of February, 1997.

  
Notary Public, State of Texas

Please let us know if you have any questions.

Regards,

  
James F. Duffy  
Senior Vice President - Construction



JFD/kar

Attachments

RECEIVED

FEB 18 1997

HUITZOLLARS

**BATTSON CONTRACTING**

PROJECT: Addison Circle - Phase I Electrical Vault

ESTIMATE NO: 2

OWNER: Town of Addison - Bid No. 97-04

CONTRACT AMOUNT: \$109,740.00

PAYABLE TO:  
Battson Contracting  
P.O. Box 747  
Lancaster, Texas 75146

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL
SCHEDULE I						
101	ELECTRICAL VAULT	LS	1.0	1.0	\$109,740.00	\$109,740.00
SCHEDULE I SUBTOTAL						\$109,740.00

TOTAL WORK DONE	\$109,740.00
RETAINED (10%)	<u>\$10,974.00</u>
AMOUNT PAYABLE	\$98,766.00
PREVIOUS PAYMENTS	<u>\$34,568.10</u>
AMOUNT PAYABLE THIS STATEMENT	<u>\$64,197.90</u>

APPROVED:

X *Joseph D. Battson*  
BATTSON CONTRACTING

2-17-97  
DATE

X *David Meyers*  
HUITZOLLARS, INC.

2/18/97  
DATE

X *Sean J. Duffly*  
COLUMBUS REALTY TRUST

2/22/97  
DATE

X *John Bangate*  
TOWN OF ADDISON

3-3-97  
DATE



**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE 11/31/97

CLAIM # \_\_\_\_\_

CHECK AMOUNT \$ 34,568.10

Vendor No. \_\_\_\_\_

Vendor Name Addison Circle One, Ltd.

Address 15851 Dallas Parkway, Suite 855

Address Dallas

Address TX

Zip Code 75248

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(0000.00)
Estimate 1	41	000				34,568.10
<b>TOTAL</b>						<b>\$ 34,568.10</b>

EXPLANATION Reimbursement  
Addison Circle Phase I Electrical Vault Bosque Park

John Bengate  
AUTHORIZED SIGNATURE

FINANCE

C O L U M B U S  
R E A L T Y T R U S T

January 27, 1997

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

Dear John:

Please accept this letter as our invoice in the amount of \$34,568.10 for work done by Battson Contracting for the period ending January 20, 1997. Three copies of their pay application are attached. Please return two executed copies to us for distribution.

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

AFFIDAVIT

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

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

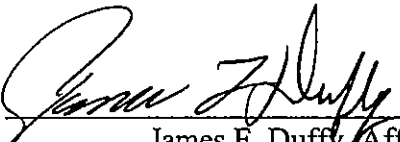
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The Partnership, by assignment from the Town of Addison, Texas, is the owner and construction manager under certain construction contract documents entitled ‘Town of Addison, Construction Specifications and Contract Documents, Addison Circle Phase I’ dated December,

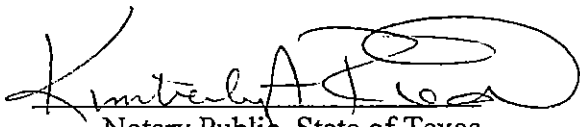
1995 (the 'Construction Contract') for that project generally referred to as Addison Circle Phase I (the 'Project'). The contractor for the project is Battson Contracting ('Contractor').

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

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


  
James F. Duffy, Affiant

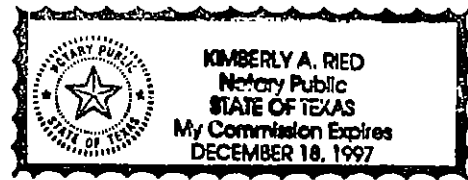
SWORN TO AND SUBSCRIBED BEFORE ME on the 27<sup>th</sup> day of January, 1997.

  
Notary Public, State of Texas

Please let us know if you have any questions.

Regards,

  
James F. Duffy  
Senior Vice President - Construction



JFD/kar

Attachments

**BATTSON CONTRACTING**

PROJECT: Addison Circle - Phase I Electrical Vault

ESTIMATE NO: 1

OWNER: Town of Addison - Bid No. 97-04

CONTRACT AMOUNT: \$109,740.00

PAYABLE TO:  
 Battson Contracting  
 P.O. Box 747  
 Lancaster, Texas 75146

ITEM NO.	ITEM DESCRIPTION	UNIT	CONTRACT QUANTITY	QUANTITY TO DATE	UNIT PRICE	TOTAL
SCHEDULE I						
101	ELECTRICAL VAULT	LS	1.0	0.35	\$109,740.00	\$38,409.00
SCHEDULE I SUBTOTAL						\$38,409.00

TOTAL WORK DONE	\$38,409.00
RETAINED (10%)	<u>\$3,840.90</u>
AMOUNT PAYABLE	\$34,568.10
PREVIOUS PAYMENTS	<u>\$0.00</u>
AMOUNT PAYABLE THIS STATEMENT	<b>\$34,568.10</b>

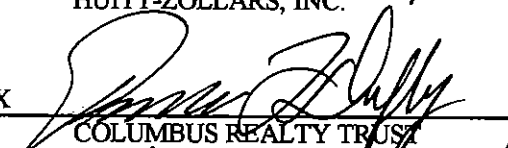
APPROVED:

X   
 BATTSON CONTRACTING

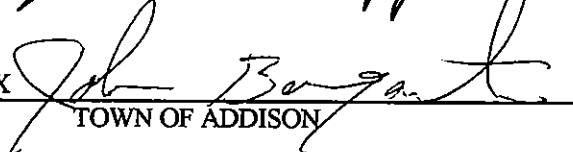
1-21-97  
 DATE

X   
 HUITT-ZOLLARS, INC.

1/24/97  
 DATE

X   
 COLUMBUS REALTY TRUST

1-27-97  
 DATE

X   
 TOWN OF ADDISON

1-31-97  
 DATE

## HUITT-ZOLLARS

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

December 3, 1996

Mr. Clyde Johnson  
Purchasing Manager  
Town of Addison Finance Building  
5350 Belt Line Road  
Addison, TX 75001

RE: Bids Received for Addison Circle Phase I Electrical Vault  
Huitt-Zollars Project No. 01-1822-13

Dear Mr. Johnson:

Huitt-Zollars has tabulated and reviewed the four bids received on December 2, 1996 at 4:00 p.m. for the Addison Circle Phase I Electrical Vault project. With this letter we are returning to you the original bids and the bid tabulation. The low base bid was received from Battson Contracting for \$109,740.00. The low bidder has done quality work around the DFW Metroplex and would be acceptable for this project.

Huitt-Zollars, therefore, recommends that the Town of Addison award the contract for the construction of Addison Circle Phase I Electrical Vault to the low bidder, Battson Contracting.

Please give me a call if you should have any questions.

Sincerely,

HUITT-ZOLLARS, INC.

  
David E. Meyers, P.E.

DEM/psp

cc: John Baumgartner, P.E. - Town of Addison, Director of Public Works

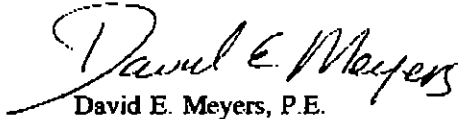
G:\PROJ\01182213\ejl201.LTR

Mr. John Baumgartner, P.E.  
November 11, 1996  
Page 2

Many of the above items must also be addressed by Columbus Realty Trust, therefore Mr. Bryant Nail is being copied on these items. I will be happy to get together and discuss the above items and any other issues you may have at your convenience.

Thank you for your assistance in this matter.

Sincerely,

  
David E. Meyers, P.E.

cc: Bryant Nail-Columbus Realty Trust

December 19, 1996

Mr. R.L. Huddleston  
Battson Contracting  
P.O. Box 747  
640 E. Main  
Lancaster, TX 75146

RE: Addison Circle Phase I Electrical Vault  
HZI Project No. 01-1822-13

Dear Mr. Huddleston:

Huitt-Zollars has staked the vault corners at the southwest corner of Bosque Park. Columbus Realty Trust will be moving their temporary fencing to the approximate location shown on the following sketch. All trees between the vault and the new temporary fence location except the large Hackberry tree can be removed, but only if absolutely necessary. The large Hackberry must be preserved during construction which will require some vertical shoring. The south and west sides of the vault excavation must also be shored vertically due to the location of the vault relative to Building "A" and Witt Mews. The use of vertical shoring should not be a hindrance to your operations due to the presence of gray limestone. It is vital that the root system of the Hackberry tree be disturbed on one side only in order to maximize its chance at full recovery. It is not acceptable to excavate around three sides of the tree and in effect leaving the tree on an island.

The geotechnical report calls for a backfill material of a clean, relatively well graded granular material consisting of sand or a sand and gravel mixture to be placed on a 1:1 slope from the base of below grade walls. Physical space limitations preclude construction of a 1:1 slope at this location. We have consulted with the geotechnical engineer and since we have designed the vault walls to withstand the hydrostatic pressures, it is our opinion that the backfill material can be limited to a distance of 5' wide around the perimeter of the vault. A suitable filter fabric should be used to separate clay soils from the backfill material as described in the geotechnical report, however, a PVC drainage system will not be required.

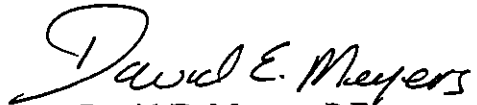
In addition, please find the enclosed specifications for waterproofing of the vault. The exterior of the vault shall be waterproofed per TxDOT Item 458, Type 3 Waterproofing for Structures. The waterstops noted on the structural plans shall be "Swellstop" meeting the test standards noted on the following specification sheets.

Mr. R.L. Huddleston  
ADDISON CIRCLE PH I ELECTRICAL VAULT  
December 20, 1996  
Page 2

Please call if you have any questions.

Sincerely,

HUITT-ZOLLARS, INC.

  
David E. Meyers, P.E.

DEM/psp

Enclosures

cc: Mark Brandenburg - Columbus Realty Trust  
Bryant Nail - Columbus Realty Trust  
Paul Shaw - Newman Jackson Bierberstein  
Larry Bell - T.U. Electric  
Slade Strickland -Town of Addison  
~~John Baugartner, P.E. - Town of Addison~~



EX. 6E6 DUCTBANK

WITT MEWS

EX. 6

EX. MANHOLE

OVE

D  
BE

TI-  
ENTRY\*

E ALONG  
SIDE OF  
STUBBED  
ENTRY  
SHALL  
ATE  
LD.

N 00°10'48"E

(2)

NG 626.50  
TP 627.36

NG 628.00  
PG 627.36  
TS 627.86

TS 627.86

TS 627.24

ENTRANCE  
SHAFT

25' x 40'  
T.U.E.  
EASEMENT

TREE TO  
BE SAVED

NG 627.00

(3)

REMOVE  
3 EX.  
TREES

NG 626.20  
TP 626.74  
TS 627.24

PROPOSED  
UNDERGROUND  
ELECTRICAL VAULT

APPROX.  
FENCE LOCATION

STUBBING TO  
SAVE EX.  
HICKBERRY  
TREE

627.51

NOTE:

**454.5. Measurement.** Sealed expansion joints will be measured by the linear foot of the size (minimum total movement capacity) shown on the plans. Measurement will be along the centerline of the joint at the surface of the roadway and the parapet, if required.

**454.6. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Sealed Expansion Joints" of the size specified. This price will be full compensation for furnishing and installing the joints including armor angles, when required, and for all materials, tools, equipment, labor and all incidentals necessary to complete the work.

Armor angles required by the plans are considered part of the sealed expansion joint for payment.

#### ITEM 458

#### WATERPROOFING FOR STRUCTURES

**458.1. Description.** This Item shall govern for the furnishing and placing of waterproofing on concrete and steel bridge decks of railroad structures and on other structures as shown on the plans and in accordance with this Item.

**458.2. Types.** The type of waterproofing will be shown on the plans or in the contract proposal and shall be one of the following:

- (1) Type 1. Type 1 waterproofing shall consist of a butyl rubber membrane applied to a surface with a proper adhesive, without protective planking, and in accordance with the details shown on the plans. Unless otherwise specified, the thickness shall be 1/16 inch.
- (2) Type 2. Type 2 waterproofing shall consist of one (1) asphaltic primer coat and one (1) mopping of asphalt.
- (3) Type 3. Type 3 waterproofing shall consist of one (1) asphaltic primer coat and two (2) moppings of asphalt. When shown on the plans, waterproofing at construction joints of foundation structures shall be supplemented by two (2) layers of treated cotton fabric with a third mopping of asphalt placed over the outer layer of fabric.

(4) Type 4. Type 4 waterproofing shall consist of a self-adhering polyethylene with a rubberized asphalt mastic material.

(5) Type 5. Type 5 waterproofing shall consist of a single component, coal tar modified, urethane coating.

(6) Type 6. Type 6 waterproofing shall consist of a self-adhering, built-up membrane of rubberized asphalt formed on a preformed board, with cold applied asphaltic primer.

(7) Type 10. When Type 10 waterproofing is shown on the plans, the Contractor may furnish either Type 1, Type 4, Type 5 or Type 6.

(8) Type RR-1. Type RR-1 waterproofing shall consist of a butyl rubber membrane with a protective course of asphalt plank or asphalt mat of the specified thickness.

(9) Type RR-2. Type RR-2 waterproofing shall consist of a self-adhering membrane of rubberized asphalt formed on plastic film, with cold applied asphaltic primer, and protected with two (2) layers of 3/8 inch thick asphaltic panels.

(10) Type RR-3. Type RR-3 waterproofing shall consist of a self-adhering built-up membrane of rubberized asphalt formed on a preformed board, with cold applied asphaltic primer.

(11) Type RR-10. When Type RR-10 waterproofing is shown on the plans, the Contractor may furnish either Type RR-1, Type RR-2 or Type RR-3.

**458.3. Materials.** The waterproofing materials listed below shall conform to Departmental Material Specification D-9-6300.

- (1) Butyl rubber membrane
- (2) Asphalt for mopping above ground
- (3) Asphalt for mopping below ground
- (4) Asphaltic primer
- (5) Treated cotton fabric
- (6) Self-adhering polyethylene
- (7) Coal tar modified urethane
- (8) Rubberized asphalt with preformed board membrane

- (9) Asphalt plank
- (10) Asphalt mat
- (11) Rubberized asphalt with plastic film
- (12) Asphaltic panels
- (13) Plastic cement
- (14) Cold asphalt base emulsion

Materials for waterproofing shall not be used until approved by the Engineer. Materials requiring sampling and testing shall be delivered to the work site a minimum of three (3) weeks prior to use to allow for sampling and testing. Materials for waterproofing may be tested and approved prior to delivery to the work site, when authorized by the Engineer.

#### 458.4. Construction Methods.

(1) General. Waterproofing material shall be stored in a manner to prevent damage. The material shall be kept dry at all times and shall be stored in a warm area prior to use in cold weather and out of direct sunlight in hot weather.

Asphalt planks, asphalt mats and asphaltic panels shall be stored so as to prevent warping and breaking.

Concrete decks and other unformed concrete surfaces to be waterproofed shall have a wood float finish. All concrete surfaces to be waterproofed shall cure for not less than seven (7) days before waterproofing application.

Steel or concrete deck surfaces to be waterproofed shall be clean, dry, smooth and free of fins, sharp edges, and loose material. Grinders shall be used, if necessary, to remove protrusions that would puncture waterproofing membrane. The surfaces shall be free of such contaminants as form release agents, wax base curing compounds, oil and grease; if these contaminants are present, they shall be removed by abrasive blast cleaning. There shall be no depressions or pockets in horizontal surfaces of finished waterproofing.

Unless otherwise required, expansion joints and other grooves shall be filled with plastic cement conforming to these specifications. Joints shall

be dry and clean when filled. They shall be overfilled slightly to allow for shrinkage in drying.

The area to be waterproofed shall be thoroughly swept, vacuumed or air blown to remove all dust, dirt and loose foreign material. After the deck is clean, it shall be maintained in a clean condition until completion of waterproofing.

After the deck waterproofing work has started, no vehicular or equipment traffic shall be allowed on the bridge until after the work is complete and an adequate ballast cushion has been placed on the deck. The waterproofing shall be protected against damage from any source.

When asphalt waterproofing is shown on the plans as a protection for back of abutments, retaining walls or footings, asphalt for mopping below ground shall be used unless otherwise specified. Asphalt waterproofing on bridge decks shall be asphalt for mopping above ground.

(2) Type 1. Type 1 waterproofing shall not be applied in wet weather, or when the ambient temperature is below 50 F. The rubber membrane shall be free from punctures, pockets or folds.

The membrane shall be turned into drainage holes and castings without break. Special care shall be taken to make the waterproofing effective along the sides and ends of members to be waterproofed.

Expansion joints and other grooves shall be filled with plastic cement conforming to these specifications. Joints and grooves shall be dried and cleaned immediately before filling and shall be overfilled slightly to allow for shrinkage in drying.

The butyl membrane shall be installed by first applying the adhesive as recommended by the butyl rubber membrane manufacturer to the surface to be waterproofed and at necessary splices in a solid area extending from the edges back about 36 inches. Apply the butyl rubber membrane. Press the membrane firmly and uniformly in place against the previously applied adhesive. Avoid wrinkles and buckles. All splices, laps and flashing shall be made in accordance with the butyl rubber manufacturer's recommended procedures.

(3) Type 2. When Type 2 waterproofing is specified, the asphalt primer shall be in place at least 24 hours and shall be dry prior to the asphalt mopping. The primer shall be well worked in to give a uniform coating. To provide uniform coating, the asphalt for mopping shall be heated in kettles equipped with armored thermometers, but shall not be heated above 350 F. While being heated the asphalt shall be stirred frequently. The mop coating shall require not less than four (4) gallons per 100 square feet of surface. If imperfections appear in the coating additional coatings shall be applied until the imperfections are corrected.

(4) Type 3. When Type 3 waterproofing is specified, the asphalt primer shall be in place at least 24 hours and shall be dry prior to the first asphalt mopping. The primer shall be well worked in to give a uniform coating. To provide uniform coating, the asphalt for mopping shall be heated in kettles equipped with armored thermometers, but shall not be heated above 350 F. While being heated the asphalt shall be stirred frequently. Minimum coverage for each mop coating shall be four (4) gallons per 100 square feet of surface. If imperfections appear in the coating, additional coatings shall be applied until the imperfections are corrected.

At construction joints, the surfaces to be waterproofed shall be mopped in sections. While the first mopping of asphalt is still hot, a strip of cotton fabric 15 inches wide shall be laid on the mopping and pressed into place. Each mopping thereafter shall be so applied that it will completely cover and seal the cotton fabric. End laps of the cotton fabric shall be not less than 12 inches.

(5) Type 4. Type 4 waterproofing shall be applied in the following manner:

Unwrap the roll and press the adhesive surface into contact with the concrete, horizontally, secure the free end, then unroll slowly, using hand pressure to smooth the membrane in place and help make a tight bond with the concrete. Adjacent strips shall be overlapped a minimum of one (1) inch over the previously laid strip. Backfilling may be started as soon as the initial horizontal strip has been applied.

(6) Type 5. Type 5 waterproofing shall be applied in two (2) coats to produce a minimum cured film thickness of 1/16 inch. Unless otherwise shown on the plans, the application may be made using a roller, squeegee,

brush or spray equipment. Application of the second coat shall be made within 16 hours after the initial coat. The manufacturer's instructions shall be followed with regard to the maximum time allowed between coats and any treatment of the initial coat required if this maximum time should be exceeded. Ambient temperature at the time of application of the waterproofing shall be not less than 40 F.

Backfilling shall not commence until the second coat of waterproofing has cured sufficiently to prevent damage by the backfilling operation.

(7) Type 6. Type 6 waterproofing shall be applied by first applying the primer at a rate of one (1) gallon per 100 square feet of surface, or at the rate recommended by the manufacturer, and allowing it to dry to a tacky surface before placing the waterproofing membrane.

The primer and waterproofing membrane board panels shall be applied only when the substrate temperatures are above 50 F.

All joints shall be sealed by centering the six (6) inch gusset tape over the joint and pressing firmly into position. The panels and jointing tape must be rolled in with sufficient pressure to assure maximum adhesion, conformance to substrate and elimination of air bubbles. The manufacturer's recommendations for installation shall also be considered.

Backfilling should begin as soon as the application of Type 6 waterproofing is completed and accomplished within 48 hours after the material is applied to a nonhorizontal surface.

(8) Type RR-1. Type RR-1 waterproofing shall be applied to dry surfaces and when the ambient temperature is above 50 F. The rubber membrane shall be free from punctures, pockets or folds.

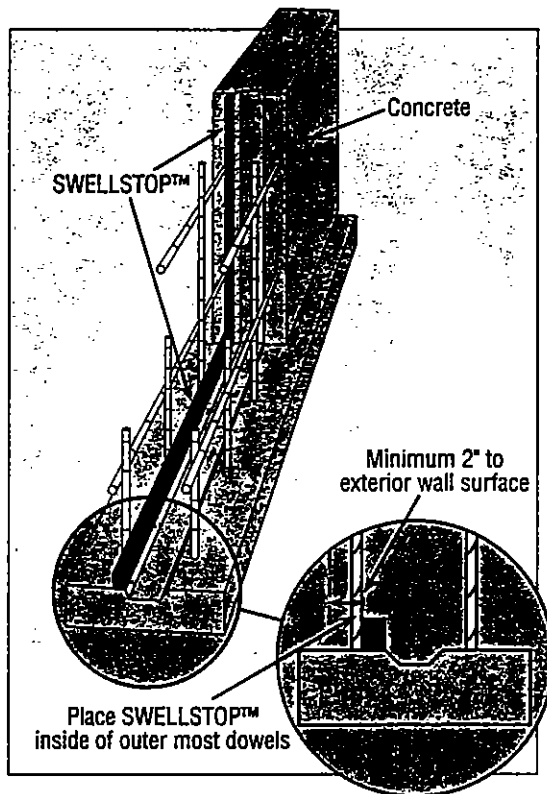
The membrane shall be turned into drainage castings without break. Special care shall be taken to make the waterproofing effective along the sides and ends of girders and at stiffeners, gussets, etc. Grooves shall be filled with plastic cement.

The butyl membrane shall be installed by first applying the adhesive as recommended by the butyl rubber membrane manufacturer to ballast retainers, ends of deck and at necessary splices in a solid area extending

# SWELLSTOP™

03250/GRG  
BuyLine 9292

## Waterstop For Concrete Construction



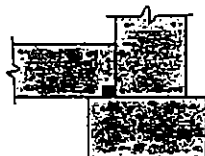
Concrete structures are only as watertight as the waterstops that join them. SWELLSTOP™ waterstop helps contain the problem of below grade moisture penetration in NON-MOVING joints.

Fast and easy to install, even by a single, unskilled laborer. SWELLSTOP keeps construction costs down by eliminating the need for split-forming and fabricated splices.

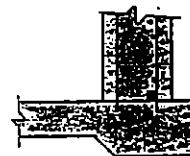
### SWELLSTOP Advantages

SWELLSTOP is a flexible, coiled strip of butyl rubber and swellable clay waterproofing joint compound that swells upon contact with water to form a long lasting compression seal.

- Easy to Install – SWELLSTOP can be applied by one person without split forming or splicing.
- Applies in Any Dry Weather – SWELLSTOP remains flexible under most temperature conditions for all season applications.
- Safe – SWELLSTOP is non-toxic and requires no special handling.
- Self Adhering – SWELLSTOP has excellent adhesion to SWELLSTOP Primer/Adhesive over clean dry concrete.



Grade compacted to  
95% standard proctor



NOTE: SWELLSTOP is NOT an expansion joint material and SHOULD NOT be used as one. Expansion joints MUST be sealed with a conventional waterstop. For additional information on waterstop for expansion or moving joints, contact GREENSTREAK at 800-325-9504.

**GREENSTREAK**

3400 Tree Court Industrial Blvd., St. Louis, Missouri 63122  
Phone: 800. 325-9504 or 314. 225-9400 • Fax: 800. 551-5145 or 314. 225-9854

Flexible solutions. Concrete performance.

## SWELLSTOP™ Technical Data

### Physical Properties

Property	Test Method	SWELLSTOP Results
Specific Gravity at 77°F	ASTM-D-71	1.26
Penetration	ASTM-D-217 150 GTL 300 GTL	53 83
Penetration After Aging 21 days at 130°F	ASTM-D-217 300 GTL	75
Unrestricted Swell		300%
Head Pressure Resistance	Greenstreak's Hydrostatic Pressure Test*— in actual field simulation of concrete joint	139-162 ft. (60-70 psi) ultimate
Head Pressure Resistance	Competitor's material penetration Hydrostatic Pressure Test— not in concrete joint	231 ft. (100 psi)
Accelerated Aging	Mechanical Oven 4 hrs. @ 212°F	Maintained 99% Solids
Flow Resistance	3/4" Overhead Joint Exposed to 135°F for 7 Days	No Flow
Storage Life		Indefinite
Adhesion to Clean, Dry Concrete		Excellent
Application Temp. Range		5° to 125°F
Service Temp. Range		-40° to 212°F

\*A Hydrostatic Pressure Test run in an actual field simulation is available from GREENSTREAK. Copies of the test, conducted by an independent testing laboratory, are FREE and can be obtained by calling 800-325-9504.

## Typical Applications

Ideal for use on many types of cast-in-place and precast below grade concrete applications, SWELLSTOP is specifically intended for NON-MOVING JOINTS. Call Greenstreak for full line of waterstops, including those for expansion.

**SWELLSTOP is perfect for use on:**

- Construction joints in foundation slabs or below grade walls
- Precast concrete wall panel systems
- Septic tanks
- Sanitary and storm sewer manholes
- Pipe (round, oval, flatbase, elliptical and arch types)
- Utility and burial vaults
- Wet wells
- Box culverts
- Portable water tanks

## Limitations

A minimum of two (2) inches of concrete clear cover must separate SWELLSTOP from the face of concrete.

NOTE: In cases of lightweight concrete or insufficient concrete coverage, increase clear cover. Call the GREENSTREAK technical sales representative for additional information.

SWELLSTOP should not be stored exposed to moisture. Should the material become wet during the phasing of the job, check for swell. Should considerable swelling occur before covering with concrete, remove and replace material with new. Use concrete nails to secure the waterstop as necessary.

## ORDERING INFORMATION

Dimensions	1" x 3/4" x 16'-8" per roll	Carton Weight	41 lbs.
Weight	41 lbs./ft. minimum	Carton Size	14" x 14" x 10"
Carton Contents	100 L/F (6 rolls/ctn.)	Pallet Size	4' x 4'

**To place your order call GREENSTREAK at 1-800-325-9504 today.**

LIMITED WARRANTY: GREENSTREAK® warrants to the Buyer that this product will be free from defects and will perform as represented in writing subject to the two (2) following conditions:

First, the application of the product and the concrete construction practices used in the application are in accordance with GREENSTREAK's recommendations; and,

Second, the Buyer has selected the proper product for the specific application required. GREENSTREAK® disclaims any responsibility for the selection of a particular waterstop product. Product selection is the sole responsibility and decision of the Buyer. The suitability of any material for a specific application requiring fluid resistance is best determined by specific testing for the application. GREENSTREAK® urges the Buyer to conduct its own site application testing.

Any information supplied by GREENSTREAK® with respect to its products is believed to be correct. GREENSTREAK® makes no representations or warranties, express or implied, as to the accuracy or completeness of such information or the use of such information for a particular purpose. GREENSTREAK® has not performed any tests. Any test data has been prepared by independent commercial laboratories.

Because GREENSTREAK® has no control over either the application or the selection of its products, GREENSTREAK's Limited Warranty is as follows:

The exclusive remedies of the Buyer and the limit of the liability of GREENSTREAK® from any and all losses or damages resulting from the use of this product (including claims based on contract, negligence, strict liability, or otherwise) shall be either the full refund of the purchase price to Buyer of this product or the replacement of the quantity of product purchased by the Buyer -- at the election of GREENSTREAK®. In no event shall GREENSTREAK® be liable for any incidental or consequential damages. The Buyer and all users of this product are deemed to have accepted the terms of this Limited Warranty which may not be varied in any way by any verbal or written agreement.

**GREENSTREAK**

3400 Tree Court Industrial Blvd., St. Louis, Missouri 63122  
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SwellStop™ is a trademark of Greenstreak Plastic Products Company, Inc.

  
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 1093

**Flexible solutions. Concrete performance.**

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

LETTER OF TRANSMITTAL

(214) 871-3311

DATE	1/3/96	JOB NO.	61182213
ATTENTION	MR. JAMES STANFORD		
RE:	ADDISON CIRCLE VAULT		

TO BATTSON CONTRACTING  
P. O. Box 747  
600 E. MAIN  
LANCASTER, TX. 75146

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

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

COPIES	DATE	NO.	DESCRIPTION
1			CONCRETE MIX DESIGN
1			TEST CYLINDER REQUIREMENTS FOR CONCRETE STRUCTURES PER NCTC66

THESE ARE TRANSMITTED as checked below:

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

REMARKS \_\_\_\_\_

cc: Bryant Naid - Columbus Realty Trust  
 JOHN BAUMGARDNER - TOWN OF ADDISON  
 LARRY BELL - TU ELECTRIC

COPY TO \_\_\_\_\_

SIGNED: David Meyers

considered unsatisfactory; and the mix shall be changed to correct such unsatisfactory conditions.

(b) Other Concrete Qualities: The concrete shall be uniform and workable. The cement content, maximum allowable water cement ratio, the average and maximum slump and the strength requirements of the various classes of concrete shall conform to the requirements of table below, and as required herein. During the progress of the work the OWNER shall cast cylinders or beams as a check on the compressive or flexural strength of the concrete actually placed.

TABLE — CLASSES OF CONCRETE

Class of Concrete	Min.-Max. SX Cement Per C.Y.	Min. Comp. Strength 28-Day psi	Min. Beam Strength 7-Day psi ****	Max. Water Cement Ratio	Coarse Aggr. No. [Item 2.1.1.(c)(4)]
A	5.0	3000	500	6.5	2-3-4
B	4.0	2000	330	8.0	2-3-4
C*	6.0	3600	600	6.0	1-2-3**
D	3.0	1500	250	11.0	2-3-4
E	6.0	3000	500	7.0	2-3
F	6.5	4200	700	5.5	2-3
S	6.0	3600	600	5.0	2-3
H***	6.5 - 8.0	As specified	N.A.	5.5	3

\* Entrained Air.

\*\* No. 1 coarse aggregate may be used in foundations only (except cased drilled shafts).

\*\*\* Prestressed Concrete.

\*\*\*\* ASTM C 293 (Center Point).

Unless otherwise specified in the special provisions or in the plans for job site placement of concrete, two tests of six-test cylinders or beams shall be required for each 40 cubic yards (31M<sup>3</sup>), or of portion thereof, placed in each day's placement. For small placements, tests may be made for each 25 cubic yards (19M<sup>3</sup>) placed over a several-day period. One set of cylinders or beams shall be tested at seven-day strength. Requirements shall be based on results obtained from trial batches.

The second set of three cylinders or beams shall be tested at 28 days and represent design strength.

All test specimens, beams or cylinders representing tests for removal of forms and/or falsework shall be cured using the same methods; and under the same conditions as the concrete represented.

The CONTRACTOR when required by the OWNER shall provide and maintain curing facilities for the purpose of curing test specimens. Provisions shall be made to maintain the water in the curing tank at temperatures between 70 degrees Fahrenheit (21°C) and 90 degrees Fahrenheit (32°C).

When control of concrete quality is by 28-day compressive tests, job control shall be by seven-day compressive tests which are shown to provide the required 28-day strength, based on results from trial batches. If the required seven-day strength is not secured with the cement



# LATTIMORE MATERIALS COMPANY

P.O. BOX 556  
 MCKINNEY, TEXAS 75070-0556  
 (214) 569-4646 (214)-221-4646

Client: Commercial Formwork Specialties Date 18-Dec-96

Project: Addison Circle Infra-Structure

Materials:

Cement: Type 1, ASTM C-150, Texas-LeHigh Cement  
 Flyash: ASTM C-618, Class C, Holnam  
 Coarse Agg.: ASTM C-33, 1"- #4 Lattimore Crushed Stone  
 Fine Agg.: ASTM C-33, Lattimore Concrete Sand  
 Admixtures: ASTM C-494, Sika  
 ASTM C-260, Sika

1 Cubic Yard By Weight - SSD

Mix No.	20	42
Strength @ 28 Days	4000	4000
		Air
Cement, lbs	564	564
Fly Ash, lbs	0	0
C. Agg., lbs	1950	1950
Sand, lbs	1412	1336
Water, lbs	250	237
W/R, oz	22.6	22.6
AEA, oz	0.0	3.7
Total Weight	4176	4087
Unit Wt, #/CF	154.67	151.37
W/C Ratio, #	0.44	0.42
Fly Ash, %	0	0
Maximum Temp, deg.	95	95
Slump, inches	3-5	3-5
Air, % entrained	0	3-5

NO EXCEPTION TAKEN  REJECTED  REVISE AND RESUBMIT  MAKE CORRECTIONS NOTED

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

Date: 1/3/97  
 By: [Signature]

HUITT-ZOLLARS, INC.  
 3131 MCKINNEY AVE., SUITE 600  
 DALLAS, TEXAS 75204  
 (214) 871-3311

- \* Admixture dosage subject to adjustment as needed (ASTM C-94, Note 7)
- \*\* Air content per recommendations of ASTM C-94.7 (Table 3)

Lattimore Ready Mix guarantees the above mix design will achieve the specified strength when tested and evaluated in accordance with ASTM C-172, C-31, C-39 and C-94 and when the recommended procedures for placement and curing outlined in ACI 305/306 are followed.

In accordance with ASTM C-94, Lattimore Materials Co. requests that copies of all strength tests be forwarded to our Quality Control Department.

RECEIVED  
 [JAN 03 1997  
 HUITT-ZOLLARS

# LATTIMORE MATERIALS COMPANY

P.O. BOX 556  
 MCKINNEY, TEXAS 75070-0556  
 (214) 569-4646 (214)-221-4646

CONTRACTOR: C.D. Henderson, Inc.  
 MIX NO.: 20  
 PROJECT: Alliance James River Corp.

LABORATORY: HBC Engineering  
 DESIGN STRENGTH: 4000

												7-28
Date	Slump	Air	Temp	7 Day	7 Day	Avg.	28 Day	28 Day	Avg.	Avg./3	Range	Gain
1	05-Jun-96	3.00	90	4470		4470	5430	5940	5685		510	1.27
2	05-Jun-96	5.00	90	4030		4030	5560	5480	5520		80	1.37
3	05-Jun-96	3.50	88	4090		4090	5570	5540	5555	5587	30	1.36
4	05-Jun-96	4.50	83	4170		4170	5590	5450	5520	5532	140	1.32
5	05-Jun-96	5.00	85	4570		4570	5790	5810	5800	5625	20	1.27
6	05-Jun-96	4.50	84	4770		4770	6280	6160	6220	5847	120	1.30
7	05-Jun-96	6.00	82	4950		4950	5780	5960	5870	5963	180	1.19
8	05-Jun-96	4.50	82	4920		4920	5880	5830	5855	5982	50	1.19
9	05-Jun-96	4.75	84	4830		4830	5980	5970	5975	5900	10	1.24
10	10-Jun-96	5.50	83	4730		4730	5600	6070	5835	5835	470	1.23
11	10-Jun-96	5.00	83	4660		4660	5600	5560	5580	5708	40	1.20
12	10-Jun-96	4.00	82	4660		4660	5890	5910	5900	5772	20	1.27
13	17-Jun-96	4.00	86	4550		4550	5550	5740	5645	5708	190	1.24
14	17-Jun-96	5.50	86	4970		4970	5670	5450	5560	5702	220	1.12
15	17-Jun-96	5.00	87	4600		4600	5680	5500	5590	5598	180	1.22
16	17-Jun-96	5.00	87	4390		4390	5130	5380	5255	5468	250	1.20
17	17-Jun-96	4.50	89	4170		4170	4870	4950	4910	5252	80	1.18
18	17-Jun-96	5.00	89	4140		4140	5100	4960	5030	5065	140	1.21
19	17-Jun-96	5.50	86	3780		3780	4660	4590	4625	4855	70	1.22
20	17-Jun-96	5.50	90	3930		3930	4880	4900	4890	4848	20	1.24
21	18-Jun-96	5.00	80	4690		4690	5770	5380	5575	5030	390	1.19
22	18-Jun-96	4.75	81	4950		4950	5800	5950	5875	5447	150	1.19
23	18-Jun-96	6.00	85	4570		4570	5420	5290	5355	5602	130	1.17
24	21-Jun-96	4.50	90	5370		5370	6390	6270	6330	5853	120	1.18
25	21-Jun-96	5.50	88	4970		4970	5370	5600	5485	5723	230	1.10
26	21-Jun-96	5.50	87	4410		4410	4860	4980	4920	5578	120	1.12
27	21-Jun-96	5.00	90	4310		4310	5320	5470	5395	5267	150	1.25
28	21-Jun-96	6.00	92	4670		4670	5780	5530	5655	5323	250	1.21
29	21-Jun-96	4.00	93	3990		3990	4580	4590	4585	5212	10	1.15
30	21-Jun-96	5.00	93	3960		3960	4920	4740	4830	5023	180	1.22
31	21-Jun-96	4.00	93	4120		4120	4740	4800	4770	4728	60	1.16
32	21-Jun-96	6.00	94	4620		4620	4960	5190	5075	4892	230	1.10
33	25-Jun-96	5.00	85	4690		4690	5760	5990	5875	5240	230	1.25
34	25-Jun-96	4.00	85	5170		5170	5840	5630	5735	5562	210	1.11
35	25-Jun-96	4.25	83	5180		5180	6280	6250	6265	5958	30	1.21
36	25-Jun-96	6.00	82	4990		4990	5980	5810	5895	5965	170	1.18
37	25-Jun-96	6.50	81	4940		4940	5400	5890	5645	5935	490	1.14
38	25-Jun-96	5.00	89	4650		4650	5570	5650	5610	5717	80	1.21
39	25-Jun-96	4.75	86	5030		5030	5750	5590	5670	5642	160	1.13
40	25-Jun-96	4.50	90	5060		5060	5530	5590	5560	5613	60	1.10
41	25-Jun-96	5.00	86	4190		4190	4980	5100	5040	5423	120	1.20
42	27-Jun-96	5.00	86	4330		4330	5270	5310	5290	5297	40	1.22
43	27-Jun-96	5.25	85	4880		4880	5880	5610	5745	5358	270	1.18
44	27-Jun-96	4.75	84	4760		4760	5980	5790	5885	5640	190	1.24
45	27-Jun-96	6.00	84	4580		4580	5510	5900	5705	5778	390	1.25
46	27-Jun-96	6.25	80	4450		4450	5400	5580	5490	5693	180	1.23
47	27-Jun-96	6.50	89	4450		4450	5250	5370	5310	5502	120	1.19
48	27-Jun-96	4.00	87	4490		4490	5260	5600	5430	5410	340	1.21
49	27-Jun-96	6.50	90	4480		4480	5120	5440	5280	5340	320	1.18
50	27-Jun-96	5.50	87	4280		4280	4920	5060	4990	5233	140	1.17
51	27-Jun-96	7.00	91	4060		4060	5310	5000	5155	5142	310	1.27
52	27-Jun-96	4.00	90	4190		4190	5020	5470	5245	5130	450	1.25
53	27-Jun-96	7.00	92	3850		3850	4760	5060	4910	5103	300	1.28
54	28-Jun-96	5.00	84	4470		4470	5100	5250	5175	5110	150	1.16

# LATTIMORE MATERIALS COMPANY

P.O. BOX 556  
 MCKINNEY, TEXAS 75070-0556  
 (214) 569-4646 (214)-221-4646

CONTRACTOR: C.D. Henderson, Inc.  
 MIX NO.: 20  
 PROJECT: Alliance James River Corp.

LABORATORY: HBC Engineering  
 DESIGN STRENGTH: 4000

Date	Slump	Air Temp	7 Day	7 Day	Avg.	28 Day	28 Day	Avg.	Avg./3	Range	7-28 Gain
55	28-Jun-96	4.50	86	4970	4970	5800	5990	5895	5327	190	1.19
56	28-Jun-96	5.25	88	4860	4860	5730	5760	5745	5605	30	1.18
57	28-Jun-96	6.25	81	3840	3840	5070	4960	5015	5552	110	1.31
58	28-Jun-96	5.00	86	4220	4220	5150	5530	5340	5367	380	1.27
59	28-Jun-96	6.50	86	4210	4210	4900	5100	5000	5118	200	1.19
60	28-Jun-96	6.00	93	4340	4340	5010	5200	5105	5148	190	1.18
61	01-Jul-96	5.00	84	4420	4420	5300	5390	5345	5150	90	1.21
62	01-Jul-96	4.75	82	4430	4430	5790	5490	5640	5363	300	1.27
63	01-Jul-96	5.50	81	4210	4210	5810	5700	5755	5580	110	1.37
64	01-Jul-96	6.25	83	4150	4150	5640	5440	5540	5645	200	1.33
65	01-Jul-96	6.50	86	3960	3960	5180	5320	5250	5515	140	1.33
66	01-Jul-96	5.25	86	4070	4070	5510	5510	5510	5433	0	1.35
67	11-Jul-96	5.50	89	4570	4570	4980	4990	4985	5248	10	1.09
68	11-Jul-96	5.00	88	4990	4990	5580	5650	5615	5370	70	1.13
69	11-Jul-96	5.50	90	4710	4710	5380	5180	5280	5293	200	1.12
70	11-Jul-96	4.50	88	4850	4850	5470	5450	5460	5452	20	1.13
71	26-Aug-96	5.50	88	4620	4620	5250	5330	5290	5343	80	1.15

5.17 87 4515 5456 5453 168 1.21

STD. DEV.

382

ACI 318-5.3.1.2 REQUIREMENTS:

(5.1)  $f_{cr} = f_c + 1.34s$

4512

(5.2)  $f_{cr} = f_c + 2.33s - 500$

4390

# LATTIMORE MATERIALS COMPANY

P.O. BOX 556  
 MCKINNEY, TEXAS 75070-0556  
 (214) 569-4646 (214)-221-4646

CONTRACTOR: C.D. Henderson  
 MIX NO.: 42  
 PROJECT: Excel Logistics

LABORATORY: Maxim Technologies  
 DESIGN STRENGTH: 4000

	Date	Slump	Air	Temp	7 Day	7 Day	Avg.	28 Day	28 Day	Avg.	Avg./3	Range	Gain
1	06-Jun-96	6.00		68	3930	3970	3950	5000	4900	4950		100	1.25
2	06-Jun-96	5.50		68	4170	4210	4190	5370	5460	5415		90	1.29
3	11-Jun-96	4.50	5.0	88	4230	3970	4100	4910	4880	4895	5087	30	1.19
4	11-Jun-96	4.50	5.4	84	4510	4560	4535	5460	5570	5515	5275	110	1.22
5	11-Jun-96	5.00	4.8	82	4530	4680	4605	5750	5460	5605	5338	290	1.22
6	17-Jun-96	5.00	4.8	91	3620	3490	3555	4260	4410	4335	5152	150	1.22
7	17-Jun-96	5.00		92	4120	4120	4120	4970	5090	5030	4990	120	1.22
8	17-Jun-96	5.00	4.8	92	4060	3920	3990	4830	4910	4870	4745	80	1.22
9	18-Jun-96	5.00	4.8	89	4280	4330	4305	5090	5090	5090	4997	0	1.18
10	18-Jun-96	4.75	5.0	90	4280	4200	4240	5400	5290	5345	5102	110	1.26
11	18-Jun-96	4.75		94	3680	3660	3670	4630	4600	4615	5017	30	1.26
12	20-Jun-96	5.00		78	4130	4170	4150	4970	5030	5000	4987	60	1.20
13	20-Jun-96	5.00		75	4350	4420	4385	5360	5150	5255	4957	210	1.20
14	20-Jun-96	4.50		74	4240	4200	4220	5330	5490	5410	5222	160	1.28
15	12-Jul-96	4.00		67	4570	4510	4540	5510	5450	5480	5382	60	1.21
		4.67	5.0	80			4201			5184		105	1.24

STD. DEV.

358

MOD. DEV.

416

ACI 318-5.3.1.2 REQUIREMENTS:

(5.1)  $f_{cr} = f_c + 1.34s$

4557

(5.2)  $f_{cr} = f_c + 2.33s - 500$

4468

# Hooper Engineering Laboratories, Inc.

## Construction Materials Testing

### REPORT OF ANALYSIS OF CONCRETE AGGREGATES

CLIENT: Lattimore Materials Co.

DATE: 2 December 1996

PROJECT: General Use

SAMPLES: Submitted to Hooper Engineering Laboratories, Inc. on 12/2/96  
Lattimore Materials Co.

SUPPLIER: Ambrose (Lattimore McKinney Plant)

RETAINED ON SIEVE SIZE	NATURAL SAND 0 - #4	ASTM C33 REQUIREMENTS
1-1/2"		
1"		
3/4"		
1/2"		
3/8"	0%	0
No. 4	1	0 - 5
No. 8	9	0 - 20
No. 16	22	15 - 50
No. 30	43	40 - 75
No. 50	78	70 - 90
No. 100	98	90 - 98
FINENESS MODULUS	2.51	
SPECIFIC GRAVITY	2.60	
FINER THAN NO. 200 SIEVE	1.0	
DRY RODDED WEIGHT, PCF	108.8	

TECHNICIAN: LS

DISTRIBUTION: (2) Lattimore Materials Co., Curtis Lee



LATTIMORE MATERIALS, INC.  
Project N<sup>o</sup>:0903506212  
Service Date:9/16/96

Report N<sup>o</sup>: 105218  
Page 2

**1" COLEMAN AGGREGATE**

**SIEVE ANALYSIS OF FINE AND COARSE AGGREGATES - ASTM C-136**  
**MATERIAL FINER THAN #200 SIEVE IN MINERAL AGGREGATE BY WASHING-ASTM C117**

<u>Sieve Size</u>	<u>Percent Passing</u>	<u>ASTM C-33, Size 57 Specifications Percent Passing</u>
1 1/2"	100	100
1"	100	95 - 100
1/2"	30	25 - 60
#4	2	0 - 10
#8	2	0 - 5
#200 (decant)	1.1	_____

**SPECIFIC GRAVITY AND ABSORPTION OF FINE AGGREGATE - ASTM C-128**

Absorption = 0.4%  
Bulk Specific Gravity (saturated-surface dry) = 2.80

**UNIT WEIGHT AND VOIDS IN AGGREGATE - ASTM C-29**

Dry Rodded Unit Weight = 100 pounds per cubic foot

**RESISTANCE TO DEGRADATION OF SMALL-SIZE COARSE AGGREGATE**  
**BY ABRASION AND IMPACT IN THE LOS ANGELES MACHINE-ASTM C-131**

Percent Wear = 22



# Plastocrete® 161

## Water Reducing Admixture (Type A)

### DESCRIPTION

Plastocrete 161 is a polymer-type water-reducing admixture. Plastocrete 161 contains no chlorides.

Plastocrete 161 meets the requirements of ASTM C-494 Type A and AASHTOM194 Type A.

### APPLICATIONS

Plastocrete 161 is recommended for use in all applications where high quality concrete with superior workability and normal setting times is required.

### HOW IT WORKS

Plastocrete 161 water reducing admixture provides an economical and highly effective means of reducing the amount of mixing water required to produce concrete of a certain slump by acting as a dispersant for the cement particles in the mix.

Through this dispersing action more of the surface area of the cement particles is available for early hydration. The more cement particles hydrated by contact with the mixing water, the greater the compressive strength of the concrete.

### ADVANTAGES

Plastocrete 161 is formulated as a Type A water reducer to allow 7 - 10% water reduction and maximize the benefits of increased hydration in both the hardened and plastic states.

### BENEFITS

- ▲ Reduced water content required to achieve desired slump, increases compressive and flexural strengths and allows the use of more economical mixes.
- ▲ Improved paste quality makes concrete easier to pump and finish.

▲ Consistent normal setting times throughout the recommended dosage.

▲ Lower water cement ratios provide decreased permeability and increased durability.

**Combination with other Admixtures:** Plastocrete 161 works effectively as a single admixture or in combination with other admixtures in the Sika System. When air entrained concrete is specified, Sika recommends the use of Sika air entraining agents.

### HOW TO USE

#### DOSAGE

Addition rates of 3 - 6 fl. oz./100 lbs. (195 - 390 ml/100 kg) of cement are recommended for general concrete applications where normal setting characteristics are desired.

#### MIXING

Plastocrete 161 is added at the concrete plant. Measure required quantity manually or by automated dispenser. Add into the sand at the weigh hopper or into the water line at the batch plant.

When used in combination with other admixtures, care must be taken to dispense each admixture separately into the mix. Do not mix with dry cement.

### PACKAGING

Plastocrete 161 is supplied in 55 gallon (208 liter) drums and bulk delivery.

### STORAGE AND SHELF-LIFE

Plastocrete 161 should be stored at above 35°F (2°C). If frozen, thaw and agitate thoroughly to return to normal state before use.

Shelf life when stored in dry warehouse conditions between 50°F and 80°F (10°C - 27°C) is one year minimum.

### CAUTION

Skin and eye irritant; avoid contact. The use of NIOSH/MSHA approved respirator, safety goggles and rubber gloves is recommended. Avoid breathing product. Use with adequate ventilation. Remove contaminated clothing.

### FIRST AID

Wash skin with soap and water. In case of eye contact, flush with water for 15 minutes; contact a physician. Wash clothing before re-use.

### CLEAN UP

Contain and collect with absorbent material. Dispose of in accordance with local, state and federal regulations.

### TYPICAL DATA FOR PLASTOCRETE 161

ASTM CERTIFICATION	ASTM C-494 Type A
COLOR	Brown
SPECIFIC GRAVITY g/ml	1.17 ± 0.05
pH	>8
CHLORIDES %	<0.1



# Sika® AEA-15

## Air Entraining Admixture

### DESCRIPTION

Sika AEA-15 admixture is a liquid solution of concentrated organic materials. It has been formulated and manufactured specifically to provide stable and predictable air contents in concrete, with uniform air bubble spacing throughout the concrete matrix.

Sika AEA-15 meets the requirements of ASTM C-260 for air entraining admixtures and AASHTO M-154

### APPLICATIONS

Sika AEA-15 can be used whenever air entrained concrete is desired. Ready-mix, precast and block producers can all achieve optimum entrained air contents, even where harsh mixes are used or fly-ash is added to the mix.

### ADVANTAGES

Air entrainment is recognized as the most effective prevention against concrete scaling in exposed environments. Air entrained concrete delivers particular benefits in the form of increased concrete durability. This is important in colder climates where frost and freeze-thaw cycles can cause scaling and damage to the concrete surface.

Air entraining agents help to prevent scaling by creating millions of microscopic air voids, allowing water trapped in the concrete to expand when the concrete freezes, thus preventing cracks caused by natural expansion. Entrained air voids in the concrete will also increase durability in harsh environments where concrete is exposed to deicing salts, marine salts and sulfates.

Workability and placeability are also improved by the lubricating action of the microscopic bubbles in the concrete. Concrete will flow better, and bleeding and shrinkage will be reduced because less water is needed to obtain the desired workability.

## HOW TO USE

### DOSAGE

Addition rates will vary depending on the air content required for a particular project. Typically air contents will be specified in the range of 4 to 8 percent by volume. Other factors that may affect the amount of air entrained into the concrete include, but are not limited to, cement content and type, sand gradation, temperature and water content. Sika recommends that trial mixes be tested whenever material or any other changes are made that may affect the amount of entrained air.

Dosage rates for Sika AEA-15 will typically fall between 1/4 and 1 fl. oz./100 lbs. (16 - 65 ml/100 kg) of cement to entrain between 4 and 6 percent air. Higher air contents may be obtained by increasing the dosage rate.

Combination with other admixtures, particularly water reducers and retarders, will tend to increase the amount of entrained air in the mix. Air contents should be checked with an air-meter after batching and dosage adjustments made at the concrete plant.

### MIXING

Measure the required quantity per batch manually or with automatic dispenser equipment. Add Sika AEA-15 to mixing water or sand. Do not mix with dry cement. When used in combination with other

admixtures, care must be taken to dispense each admixture separately into the mix.

### PACKAGING

Sika AEA-15 is supplied in 55 gallon (208 liter) drums and bulk delivery.

### STORAGE AND SHELF LIFE

Sika AEA-15 should be stored at above 35°F (2°C). If frozen, thaw and agitate thoroughly to return to its normal state before use.

Shelf life when stored in dry warehouse conditions between 50°F and 80°F (10°C - 27°C) is 1 year minimum.

## CAUTION

Skin and eye irritant; avoid contact. The use of NIOSH/MSHA approved respirator, safety goggles and rubber gloves is recommended. Avoid breathing product. Use with adequate ventilation. Remove contaminated clothing.

### FIRST AID

Wash skin with soap and water. In case of eye contact, flush with water for 15 minutes; contact a physician. Wash clothing before re-use.

### CLEAN UP

Contain and collect with absorbent material. Dispose of in accordance with local, state and federal regulations.

### TYPICAL DATA FOR SIKA AEA-15

<b>ASTM CERTIFICATION</b>	C-260 Air Entraining Admixtures
<b>COLOR</b>	Brown
<b>SPECIFIC GRAVITY g/ml</b>	1.02 ± 0.02
<b>pH</b>	> 8
<b>CHLORIDES %</b>	< 0.1





CLYDE JOHNSON, C.P.M.  
PURCHASING MANAGER

FINANCE DEPARTMENT / PURCHASING DIVISION

5350 Belt Line Road

(214) 450-7091 · Facsimile (214) 386-0938

Post Office Box 144 Addison, Texas 75001

New Facsimile (972) 450-7096

Phone (972) 450-7090

December 11, 1996

Mr. Jimmy D. Battson  
P.O. Box 747  
Lancaster, TX 75146

Notice of Award: **Addison Circle, Phase I, Electrical Vault, Bid No. 97-04.**

Dear Mr. Battson:

On December 10, 1996, the City Council voted to award you the above contract, subject to your providing the required bonds and insurance, and subject to all the terms and conditions as set forth in the bid documents and the bid submitted by you.

Please deliver three signed contracts, with bonds and insurance certificates attached, before the end of the business day on December 16, 1997. You may submit bonds on the forms provided in Addison's request for bids or you may use the surety company's forms as long as they provide the substance of our forms.

A copy of our tax exemption certificate is provide so that you can provide materials incorporated into the finished product, free of all sales taxes.

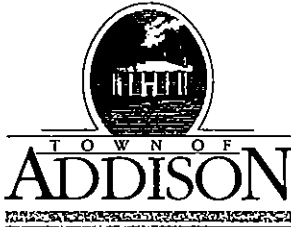
Please consider a signed, faxed copy as official notice to secure the necessary bonds and insurance. The original of this letter and contracts will be delivered to you by messenger service on this date.

Once the City Manager and City Secretary have signed contracts, you will receive a copy with a written "Notice to Proceed." Then you will have five calendar days to begin work and sixty calendar days to complete the work.

Please call me if you have any questions or comments.

Sincerely yours,

copy: John Baumgartner  
Huitt-Zollars



CLYDE JOHNSON, C.P.M.  
PURCHASING MANAGER

FINANCE DEPARTMENT / PURCHASING DIVISION

5350 Belt Line Road

(214) 450-7091 • Facsimile (214) 386-0938

Post Office Box 144 Addison, Texas 75001

New Facsimile (972) 450-7096

Phone (972) 450-7090

December 19, 1996

Mr. Jimmy D. Battson  
Battson Contracting  
P.O. Box 747  
Lancaster, TX 75146

**Notice to Proceed: Addison Circle, Phase I, Electrical Vault, Bid No. 97-04.**

Dear Mr. Battson:

Receipt of this document authorizes Battson Contracting to provide all labor and materials as outlined in the specifications. Your company is to perform all work according to the time schedule, bid price, and other terms and conditions of the contract documents.

Enclosed please find a completed copy of the contract for your file, our consultant will be providing you with conforming set of documents - including an original contract.

Work shall begin by December 26, 1996, and be completed by February 24, 1997. Please contact me at 450-7090, if you have any questions, or if I can be of assistance to you.

Sincerely yours,

Enclosures

copy: John Baumgartner  
Huitt-Zollars

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 18TH day of DECEMBER 1996, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its City Manager, duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Battson Contracting, of the City of Lancaster, County of Dallas, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

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

Addison Circle Phase I Electrical Vault

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

The CONTRACTOR hereby agrees to commence work within five (5) calendar days after the date of written notice to do so shall have been given to him, and to substantially complete the work within 60 calendar days after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR One hundred and nine thousand, seven hundred and forty and no/100 dollars (\$109,740.00) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

TOWN OF ADDISON  
(OWNER)

ATTEST:

By: R. Whitehead  
Ron Whitehead, City Manager

C. MORAN  
Carmen Moran, City Secretary

Battson Contracting  
(CONTRACTOR)

ATTEST:

By: J. D. Battson  
Jimmy D. Battson DBA Battson Contracting

By: James L. Stanford  
James L. Stanford (Printed Name)

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

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

Signed: \_\_\_\_\_

Corporate Seal

**PRODUCER**

**GLENN/MARCO**  
 P.O. BOX 130  
 LANCASTER, TX 75146  
 972-227-2166 / 972-227-6713 Fax

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

**COMPANIES AFFORDING COVERAGE**

**INSURED**

**JIMMY D BATTSON**  
 DBA BATTSON CONTRACTING  
 640 E MAIN ST  
 LANCASTER, TX 75146

COMPANY LETTER **A BITUMINOUS INSURANCE COMPANY**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. OWNER'S & CONTRACTOR'S PROT. <input checked="" type="checkbox"/> <b>CG-25-03 Incl</b>	<b>CLP2274471</b>	<b>05/10/96</b>	<b>05/10/97</b>	GENERAL AGGREGATE \$ <b>2000000.00</b> PRODUCTS-COMP/OP AGG. \$ <b>2000000.00</b> PERSONAL & ADV. INJURY \$ <b>1000000.00</b> EACH OCCURRENCE \$ <b>1000000.00</b> FIRE DAMAGE (Any one fire) \$ <b>50000.00</b> MED. EXPENSE (Any one person) \$ <b>5000.00</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	<b>CAP1876125</b>	<b>05/10/96</b>	<b>05/10/97</b>	COMBINED SINGLE LIMIT \$ <b>1000000.00</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
<b>A</b>	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	<b>CUP1852482</b>	<b>05/10/96</b>	<b>05/10/97</b>	EACH OCCURRENCE \$ <b>1000000.00</b> AGGREGATE \$ <b>1000000.00</b>
<b>A</b>	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>WC1147697</b>	<b>06/05/96</b>	<b>05/10/97</b>	STATUTORY LIMITS EACH ACCIDENT \$ <b>500000.00</b> DISEASE - POLICY LIMIT \$ <b>500000.00</b> DISEASE - EACH EMPLOYEE \$ <b>500000.00</b>
	<b>OTHER</b>				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Project: Addison Circle, Phase I Electrical Vault Bid# 97-04  
 Following certificate holder is named as Additional Insured on GL; and Auto and is subject to Waiver of Subrogation on GL; Auto; and Umbrella

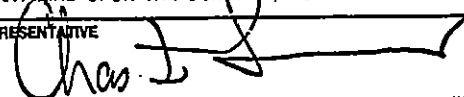
**CERTIFICATE HOLDER**

Town of Addison  
 Attn: Clyde Johnson  
 Box 144  
 Addison TX 75001

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



**TEXAS STATUTORY PERFORMANCE BOND (PUBLIC WORKS)**

**BOND NO.** BCN1044984

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, Battson Contracting, P.O. Box 747, Lancaster, TX 75146,**(hereinafter called the Principal), as Principal, and Bituminous Casualty Corporation, a corporation organized and existing under the laws of the State of **Illinois**, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto **Town of Addison, 5350 Belt Line Road, P.O. Box 144, Addison, TX 75001,** (hereinafter called the Obligee), in the amount of **One hundred nine thousand, seven hundred forty and no/100 Dollars (\$109,740.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

**WHEREAS,** the Principal has entered into a certain contract with the Obligee, dated the 18<sup>th</sup> day of December, 19 96 , for **Addison Circle, Phase I, Electrical Vault, Bid No. 97-04,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

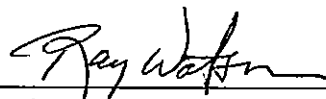
**PROVIDED, HOWEVER,** That this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length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

**IN WITNESS WHEREOF,** the said Principal and Surety have signed and sealed this instrument this 18<sup>th</sup> day of December, 1996.

PRINCIPAL: Battson Contracting

BY: 

SURETY: Bituminous Casualty Corporation

BY:   
Ray Watson , Attorney-In-Fact

**TEXAS STATUTORY PAYMENT BOND (PUBLIC WORKS)**

**BOND NO. BCN1044984**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, Battson Contracting, P.O. Box 747, Lancaster, TX 75146,** (hereinafter called the Principal), as Principal, and Bituminous Casualty Corporation, a corporation organized and existing under the laws of the State of **Illinois**, licensed to do business in the State of Texas and admitted to write bonds, as surety (hereinafter called the Surety), are held and firmly bound unto **Town of Addison, 5350 Belt Line Road, P.O. Box 144, Addison, TX 75001,** (hereinafter called the Obligee), in the amount of **One hundred nine thousand, seven hundred forty and no/100 Dollars (\$109,740.00)** for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

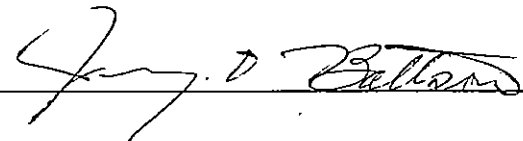
**WHEREAS,** the Principal has entered into a certain contract with the Obligee, dated the 18<sup>th</sup> day of December , 1996 , for **Addison Circle, Phase I, Electrical Vault, Bid No. 97-04 ,** which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

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

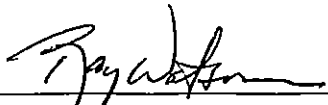
**PROVIDED, HOWEVER,** that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length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

**IN WITNESS WHEREOF,** the said Principal and Surety have signed and sealed this instrument this 18<sup>th</sup> day of December , 1996 .

PRINCIPAL: Battson Contracting

BY: 

SURETY: Bituminous Casualty Corporation

BY:   
Ray Watson, Attorney-In-Fact

**BITUMINOUS**

Casualty Corporation

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, does make, constitute and appoint:

**WILLIAM D. BALDWIN, SUZANNE C. BALDWIN, CINDY FOWLER, MICHAEL B. HILL, BON E. SMITH, RAY WATSON, WILLIAM E. RIDLHOVER, OF RICHARDSON, TX**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations to the nature thereof, as follows:

**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION**

and to bind BITUMINOUS CASUALTY CORPORATION thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on September 1, 1988. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the BITUMINOUS CASUALTY CORPORATION on September 1, 1988:

RESOLVED FURTHER that the chairman, president, or any vice-president, surety, of the Corporation in conjunction with the secretary or any assistant secretary of the Corporation, be and hereby are authorized and directed to execute and deliver to such persons as such officers of the Corporation may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Corporation to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Corporation as aforesaid shall not exceed five million dollars (\$5,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Corporation

- (i) when signed by the chairman, president or any vice-president, surety, of the Corporation and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized attorney-in-fact and sealed with the seal of the Corporation (if a seal is required).

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

IN WITNESS WHEREOF, BITUMINOUS CASUALTY CORPORATION has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5TH day of AUGUST, 19 96

**BITUMINOUS CASUALTY CORPORATION**

*Janine K. Hagg*

Assistant Secretary



*James E. Lee*

Vice President Surety

STATE OF WISCONSIN, COUNTY OF WAUKESHA

On this 5TH day of AUGUST, 19 96, personally came before me, JAMES E. LEE and JANINE K. HARP, to me known to be individuals and officers of the BITUMINOUS CASUALTY CORPORATION who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Jean Stetter*

Notary Public

My Commission expires: 01/25/97

**CERTIFICATE**

I, the undersigned, secretary of the BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, CERTIFY that the foregoing and attached power of attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

93-8039



Signed and sealed at the City of Rock Island,        day of December, 19 96

**BALDWIN INSURANCE & BONDING**

*James M. Casey*

Secretary

**THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON COLORED BACKGROUND AND IS MULTI-COLORED**



## **IMPORTANT NOTICE**

### **TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT**

**1-800-442-6222**

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

**P.O. Box 149104  
Austin, Texas 78714-9104  
FAX No. (512) 475-1771**

### **PREMIUM OR CLAIM DISPUTES**

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### **ATTACH THIS NOTICE TO YOUR POLICY**

This notice is for information only and does not become a part or condition of the attached document.