

**SPECTRUM DRIVE N/S EXTENTION**

SPECTRUM DRIVE

January 10, 2005

Expenditures

Through December 31, 2004:

Capital	\$2,609,320
Prof. Services	1,822
Streets & Alleys	200
Admin. Salaries	13,392
Sub-total	\$2,624,734

Mel's Electric	<del>\$318,700</del>
DGNO Railroad	504,988
Sub-total	\$824,688

Total Expenditures \$3,449,422

INCLUDES ENGR. COST

2.3 CONST  
.3 ENR

\$2.6 m ||

(Finance shows \$337,390 as a 1<sup>st</sup> Quart. Expend.)

REAL-  
# ADDITIONAL  
WORK.

Assets

2000 Bond Sale	\$ 300,000	✓ - 0-
2002 Bond Sale	2,300,000	
Inwood/Quorum	300,000	- 0-
DART LAP	550,000	550k
Quiet Zone	0	
Total	\$3,450,000	← AVAILABLE IF NECESSARY

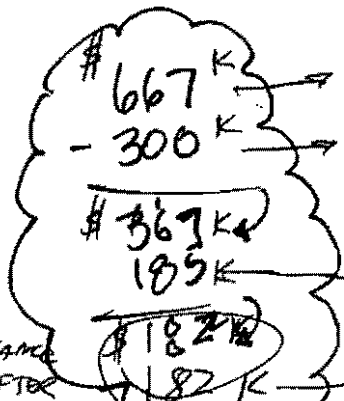
\$33k - RETAINAGE FOR MEIS ELEC. (ALREADY ENCUMBERED)

\$505k - DGNO OUTFUND 44, 2004 BOND SALE, UNALLOCATED LINE ITEM WILL REIMBURSE FROM

DART LAP AROUND LATE FEBRUARY 2005

OVERAGES:

- LIGHTING CONTRACT
- DGNO CONTRACT
- DRIVEWAY REBUILD
- EXPLORER PIPELINE



BUDGET DEFICIT (AS OF 1/12/05)

TRANSFER FROM R/R SIGNAL. LINE ITEM

TRANSFER FROM 2000 BOND SALE, UNALLOCATED LINE ITEM. THIS WILL CLOSE 2000 BOND FUNDS OCT

\*TRANSFER FROM 2004 BOND SALE, UNAL-

\* NOTE: AFTER DGNO PAYMENT & DART LAP DEPOSIT, THE 2004 UNALLOCATED BALANCE WILL BE \$856K. AFTER \$182K IS REIMBURSED...



January 10, 2005

**Expenditures**

Through December 31, 2004:

Capital	\$2,609,320
Prof. Services	1,822
Streets & Alleys	200
Admin. Salaries	<u>13,392</u>
Sub-total	\$2,624,734

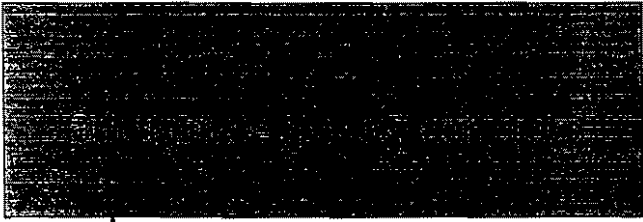
Mel's Electric	<del>\$319,700</del>
DGNO Railroad	<u>504,988</u>
Sub-total	\$824,688

(Finance shows \$337,390 as a 1<sup>st</sup> Quart. Expend.)

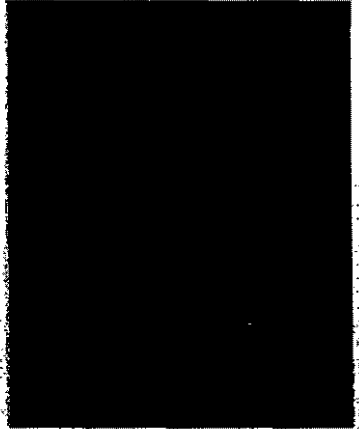
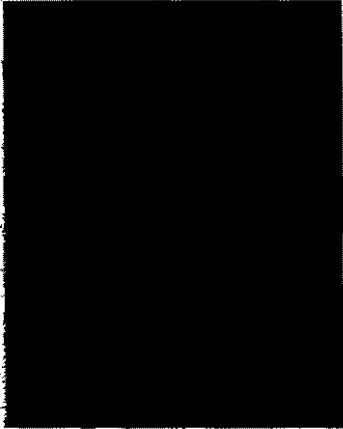
Total Expenditures	\$3,449,422
--------------------	-------------

**Assets**

2000 Bond Sale	\$ 300,000
2002 Bond Sale	2,300,000
Inwood/Quorum	300,000
DART LAP	550,000
Quiet Zone	<u>0</u>
Total	\$3,450,000



\$1.25 mill



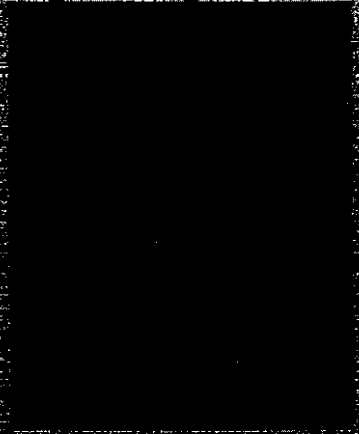
\$65 mill

\$10 mill

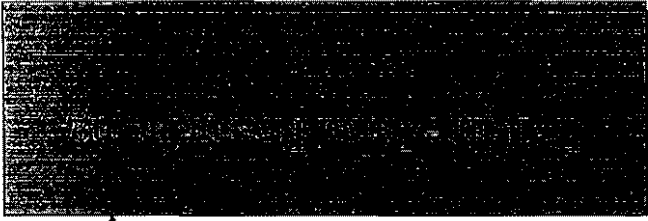
\$550k

\$100k

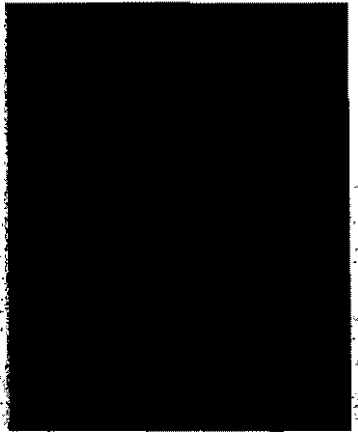
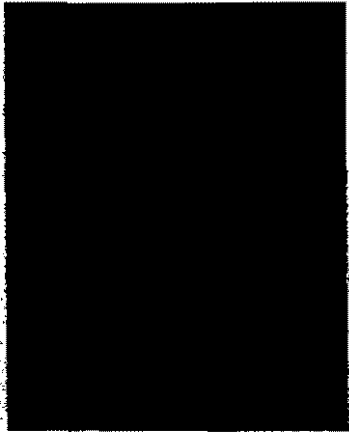
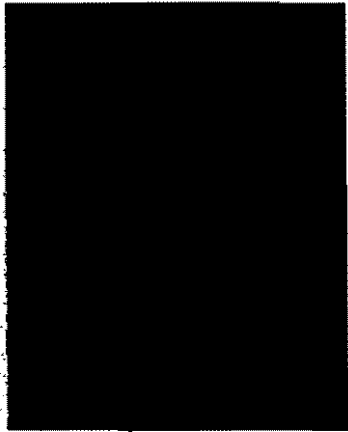
\$500k



Environmental Protection



\$1.25 mill



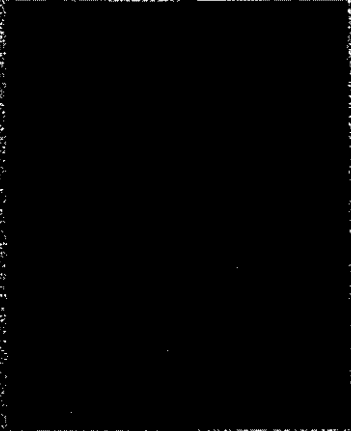
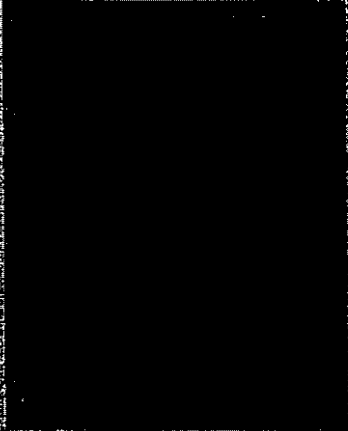
\$2.65 mill

\$10 mil

\$550k

\$100k

\$500k



INTERSECTION

TOWN OF ADDISON  
 2002 CAPITAL PROJECT FUND  
 INDIVIDUAL PROJECT REVENUES, EXPENDITURES, AND CHANGES IN BALANCES  
 For the Fiscal Year Ending September 30, 2004

Project Number	Project Name	Beginning Balance	Bal Sheet		Revenue		Expenditures			Budget Adjustments	Ending Balance
			Dart	Def Rev	Dart	Interest/Other	Adm'n. Sal.	Prof. Services	Capital		
	Unallocated	\$ 152,840	\$ -	\$ -	\$ 131,405	\$ (79,930)	\$ -	\$ -	\$ (10,000)	\$ 194,315	
03500	Athletic Club Outdoor Pool	29,701	-	-	-	(214)	(25,416)	(36,986)	10,000	(22,915)	
83300	Arapaho Road Extension	4,481,165	-	-	-	(28,133)	(885,467)	(2,701,374)	-	866,191	
02300	Belt Line Streetscape	2,070,000	-	-	-	-	-	-	-	2,070,000	
05301	Spectrum Drive	2,300,000	-	-	-	(10,186)	(1,822)	(2,609,320)	-	(321,340)	
	<b>TOTAL</b>	<b>\$ 9,033,706</b>			<b>\$ 131,405</b>	<b>\$ (118,475)</b>	<b>\$ (912,705)</b>	<b>\$ (5,347,680)</b>	<b>\$ -</b>	<b>\$ 2,786,251</b>	

**TOWN OF ADDISON**  
**2002 CAPITAL PROJECT FUND**  
**INDIVIDUAL PROJECT REVENUES, EXPENDITURES, AND CHANGES IN BALANCES**  
*For the Fiscal Year Ending September 30, 2005*

Project Number	Project Name	Beginning Balance	Bal Sheet		Revenue		First Quarter Ended December 31, 2004			Budget Adjustments	Ending Balance
			Dart	Def Rev	Dart	Interest/Other	Admin. Sal.	Prof. Services	Capital		
	Unallocated	\$ 194,315			\$ 14,105					\$ (22,915)	\$ 165,505
03500	Athletic Club Outdoor Pool	(22,915)								22,915	-
83300	Arapaho Road Extension	866,191					(14,897)	(1,090)			850,204
02300	Belt Line Streetscape	2,070,000									2,070,000
05301	Spectrum Drive	(321,340)					(1,881)		(337,390)		(660,611)
<b>TOTAL</b>		<b>\$ 2,786,251</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,105</b>	<b>\$ (16,778)</b>	<b>\$ (1,090)</b>	<b>\$ (337,390)</b>	<b>\$ -</b>	<b>\$ 2,445,098</b>	

360  
 185  
 ---  
 175

44

**TOWN OF ADDISON**  
**2000 CAPITAL PROJECT FUND**  
**INDIVIDUAL PROJECT REVENUES, EXPENDITURES, AND CHANGES IN BALANCES**  
*For the Fiscal Year Ending September 30, 2005*

Number	Project Name	First Quarter Ended December 31, 2004						Ending Balance
		Beginning Balance	Revenue Interest/Other	Admin. Sal.	Prof. Services	Expenditures Capital	Budget Adjustments	
	Unallocated	\$ 51,633	\$ 1,069	\$ (1,857)			\$ 701	\$ 51,546
02300	Belt Line Streetscape	186,867		193				187,060
03500	Athletic Club Expansion							
04300	Midway Road Rehabilitation	701					(701)	
85301	Morris Road							
05301	Spectrum Drive							
12302	Belt Line / Toll Road SPUJ							
83300	Arapaho Road Phase II/III							
<b>TOTAL</b>		\$ 239,201	\$ 1,069	\$ (1,664)	\$ -	\$ -	\$ -	\$ 238,606

**TOWN OF ADDISON**  
**STREET CAPITAL PROJECT FUND**  
**INDIVIDUAL PROJECT REVENUES, EXPENDITURES, AND CHANGES IN BALANCES**  
*For the Fiscal Year Ending September 30, 2005*

Number	Project Name	Adjusted Beg. Bal.	Bal Sheet Dart Def Rev	Revenues			Expenditures			Changes to Budget Dart Def Rev Adjustments	Ending Balance
				DART	GF Transfer	Interest/Other	Admin. Sal.	Prof. Services	Capital		
	Unallocated	\$ 785,673				\$ 25,952					\$ 811,825
52300	Belt Line Rd. Regrooving	151									151
26300	2002 Paving / RR Reliab.										
23301	Brookhaven Club/Marsh Impr.										
06300	Sojourn/Westgrove	6,031									6,031
15301	Addison Circle Phase Ito										
	Cotton Belt RR Quiet Zones										
42302	Arapaho Rd. Extension	3,593,139									3,593,139
42303	South Quorum/Inwood	530,972									530,972
62301	Belt Line/Midway/Quorum										
66300	Addison Rd. /Excel	26,554									26,554
76300	Addison Road / Keller Springs	212,903									212,903
84300	Addison Road Widening	2,162,861			(3,316)						2,159,645
85300	Spectrum/ DART/ RR Cross. Imp.	300,000									300,000
86300	Keller Springs / Quorum										
30300	TXDOT Signalization	152,580									152,580
05301	Spectrum Drive										
	Lindbergh Drainsage	45,000									45,000
	Arbitrage Rebate Liability	111,216									111,216
	<b>TOTAL</b>	\$ 7,927,360	\$ -	\$ -	\$ -	\$ 25,952	\$ (3,316)	\$ -	\$ -	\$ -	\$ 7,950,016



*Spectrum*

**FINANCE DIRECTOR FACSIMILE TRANSMISSION**

**FAX: (972) 450-7065 OFFICE: (972) 450-7050**

**DATE:** April 21, 2005  
**TO:** Trip Brizell, Sr. Manager, Capital Planning & Development, DART  
**FAX:** (214) 749-3844  
**FROM:** Randy Moravec  
**PAGES:** 1

**COMMENTS:**

Trip,  
 Please consider this letter as a formal request for release of LAP/CMS funds in the amount of \$555,178.00 for Spectrum Road Extension. The project is complete and has been accepted by our city council. Should you have any questions regarding this request, please contact me.

A handwritten signature in cursive script, appearing to read "Randy".

*CC: STEVE CHUTCHIAN*



## Steve Chutchian

---

**From:** Chris Terry  
**Sent:** Thursday, April 21, 2005 11:13 AM  
**To:** Steve Chutchian  
**Subject:** RE: Funding Status of Spectrum Drive

Steve -  
Let's discuss tomorrow.  
Thanks,  
Chris

-----Original Message-----

**From:** Steve Chutchian  
**Sent:** Thursday, April 21, 2005 8:27 AM  
**To:** Randy Moravec  
**Cc:** Chris Terry; Jenny Nicewander  
**Subject:** RE: Funding Status of Spectrum Drive

Randy:

I don't understand how there is a disparity in the Spectrum Drive account. Mike M. attempted to "settle up" completely before he left employment. I pulled his records and it showed the following:

Expenditures (through December 31, 2004)

Capital	\$2,609,320 (includes \$2.3M construction & \$.3M engineering)
Prof. Services	1,822
Streets & Alleys	200
Admin. Salaries	13,392
Mel's Electric	<u>337,390</u>
Total	\$3,467,112

Assets

2000 Bond Sale	\$ 300,000
2002 Bond Sale	2,300,000
Inwood/Quorum	300,000
DART LAP	<u>550,000</u>
Total	\$3,450,000

However, Mike showed a deficit of \$667,000, as of 1/12/05. He showed in his records that he had discussed with your department the transfer of the following funds into the Spectrum account to make up the deficit:

\$300,000	R/R signal
\$185,000	2000 bond sale (at the time, he showed this closing out this funding source)
<u>\$182,000</u>	2004 bond sale
\$667,000	Total transfer

Our records do not show expenditures reaching \$3,807,524 at any time. It might be a good idea for us to look at your listing of charges to the account, and determine what other charges were made in the last quarter. There should not have been any additional charges after the first of the year. Mike did plan on transferring the funds from the railroad quiet zone account if it was necessary. No other funds or sources of funds have been identified for this project because it appeared to be balanced at the time. Please let me know what I can do further to assist in review and disposition of this matter. Thanks.

Steve C.

-----Original Message-----

**From:** Randy Moravec  
**Sent:** Wednesday, April 20, 2005 5:36 PM  
**To:** Steve Chutchian; Jenny Nicewander

**Cc:** Chris Terry

**Subject:** Funding Status of Spectrum Drive

I am in the process of compiling financial reports for the quarter ended 3/31/05. I show Spectrum Road expenditures no totaling \$3,807,524, this exceeds that project's \$2.6 million budget by \$1,207,524. We are still anticipating \$555,178 from DART (we have yet to receive payment despite having made a request several months ago). However even with this funding, we would still be \$652,346 in the hole. Now, we still have about \$300,000 in fund 41 that was intended for railroad crossings. Was this money intended for Spectrum? As it stands, we will have a difficult time making up this disparity. Please let me know if you had identified other funds to support this project.

**Randy**

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 1/12/05

Claim # \_\_\_\_\_

Check \$ 504,987.25

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

Vendor Name

DALLAS, GARLAND & NORTHEASTERN RAILROAD, INC.

Address

403 INTERNATIONAL PRK., SUITE 500

Address

RICHARDSON, TEXAS 75081

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	5811P	05301		504,987.25

TOTAL \$ 504,987.25

EXPLANATION

INSTALLATION OF D G N O SIGNALS & BOXES

Steve Chutehian  
Authorized Signature

\_\_\_\_\_  
Finance



## DALLAS, GARLAND & NORTHEASTERN RAILROAD, INC.

403 International Pkwy., Suite 500 • Richardson, TX • 75081  
Phone 972-808-9800 • Fax 972-808-9903

November 30, 2004

James C. Pierce  
Town of Addison  
PO Box 144  
Addison, TX 75001

RE: Railroad Crossing – Spectrum Drive

Dear Mr. Pierce:

Enclosed is the costs for the design and installation of warning devices at the Spectrum Drive crossing in Addison. The costs provides for LED flashing lights, constant warning circuitry, and a four quad gate installation with Exit Gate Management System, vehicle detector loops, and confirmation signal. Due to the number of closely spaced crossings and overlapping frequencies, the design includes insulated joints just west of Spectrum Drive and an additional constant warning controller in the Spectrum Drive cabin. Also, included are three additional constant warning controllers to be installed at Addison Road and cable between the Addison Road and Spectrum Drive cabins. We are submitting the following costs including the DGNO administration cost:

TOTAL COST:                   \$504,987.25

If you have any questions, concerns or require additional information, please contact me at 972-808-9800 x221.

Sincerely,



James R. Kuntz  
General Manager

Attachments

CC: David Martinez  
Roadmaster  
Dallas, Garland & Northeastern Railroad



**Dallas, Garland & Northeastern Railroad (DGNO)**

403 International Pkwy, Suite 500  
Richardson, TX 75081  
972-808-9800 phone  
972-808-9903 fax

INVOICE # M1132  
INVOICE DATE 11/30/2004

**MISCELLANEOUS CHARGES**

Charges for Design and Installation of Warning Devices at Spectrum Road, Addison, TX.

**Installation of Automatic Warning Devices**

Installed meter pedestal and under ground wiring for the new railroad signal equipment  
Installed underground wiring to the power company transformer pad.

Crossing has been inspected and is working properly.

Total Due \$504,987.25

DGNO-RP-04-005

**Customer Name & Address**

City of Addison  
Attn: Michael E. Murphy, P.E.  
PO Box 9010  
Addison, TX 75001-9010

November, 2004

Please Remit to:

**Due Date**

RailAmerica, Inc.  
Dallas, Garland & Northeastern Railroad  
P. O. Box 409590  
Atlanta, GA 30364-9590

Upon Receipt

\$504,987.25

*All accounts are due and payable within 30 days.  
A finance charge of 2% per month will be charged on all  
past due accounts*

*O.K. to pay!  
SZC  
1/12/05*



**SPECTRUM EVENT PLANNING STATUS**  
**As of 12/15/04**

- I. Invitation – completed
  
- II. Arrangements
  - c. Tent Sandone rental 20x20 - \$275
  - d. Entertainment – Strolling Saxophone Santa - \$200
  - e. Refreshments – Cookies, coffee, water, cider, Culinary Arts \$200
  - f. Flowers – Poinsettias around stairway \$84
  - g. Ribbon – stretched between trees; centerpiece from Liberty Tree - \$8
  - h. Remarks for Mayor – Mario to draft
  - i. Memento – pen received
  - j. Need to coordinate barricades with Police Department?
  
- III. Publicity
  - k. Media Advisory out Monday 12/13
  - l. News Story - approved
  
- IV. Responsibilities
  - a. Public Works – easel, name tags, mementos, light coordination, remarks by Mike, ribbon centerpiece
  - b. Liz Oliphant – tent and food arrangements, media coordination, event management, ribbon for street

**Steve Chutchian**

---

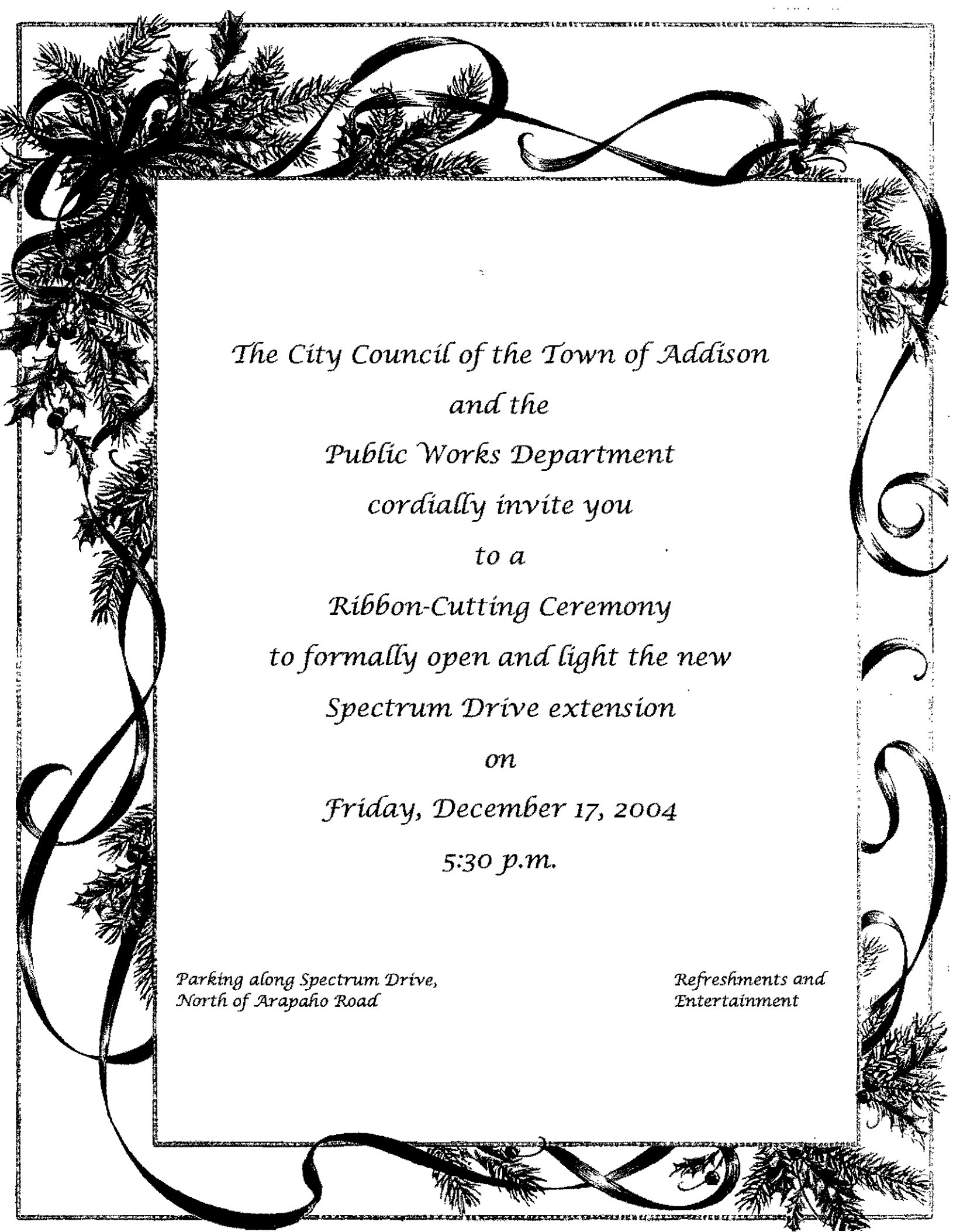
**From:** OliphantPR@aol.com  
**Sent:** Thursday, December 16, 2004 9:38 AM  
**To:** Mike Murphy; Jim Pierce; Steve Chutchian; Robin Jones; Jenny Nicewander  
**Subject:** Spectrum Update

Thought I'd recap our conference from yesterday so we'll all remember our chores.

Liz

**SPECTRUM EVENT PLANNING STATUS**  
**As of 12/16/04**

- I. Invitation – completed
- II. Arrangements
  - A. Tent Sandone rental - installation Friday morning
  - B. Entertainment – Strolling Saxophone Santa
  - C. Refreshments – Cookies, coffee, water, cider – they'll provide table
  - D. Poinsettias – Public Works to bring to site from Service Center
  - E. Ribbon – stretched between trees; centerpiece from Liberty Tree
  - F. Remarks for Mayor - completed
  - G. Memento - Jenny and Sue Ellen to distribute at table
  - H. Need to coordinate barricades with Police Department – Robin handling
- III. Publicity
  - A. Media Advisory out Monday 12/13
  - B. News Story - approved
- II. Responsibilities
  - A. Public Works – easel, name tags, pens, tablet to register guests, mementos, scissors, poinsettias, light coordination, remarks by Mike, ribbon centerpiece, photographer
  - B. Liz Oliphant – tent and food arrangements, media coordination, event management, ribbon for street



*The City Council of the Town of Addison  
and the  
Public Works Department  
cordially invite you  
to a  
Ribbon-Cutting Ceremony  
to formally open and light the new  
Spectrum Drive extension  
on  
Friday, December 17, 2004  
5:30 p.m.*

*Parking along Spectrum Drive,  
North of Arapaho Road*

*Refreshments and  
Entertainment*



TOWN OF ADDISON  
 PAYMENT AUTHORIZATION MEMO

DATE: 10/28/04

Claim # \_\_\_\_\_

Check \$ 273,101.42

Vendor No. \_\_\_\_\_  
 Vendor Name SITE CONCRETE, INC.  
 Address 3340 ROY ORR BLVD.  
 Address GRAND PRAIRIE, TEXAS 75050  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		273,101.42

TOTAL # 273,101.42

EXPLANATION FINAL PAYMENT TO SITE CONCRETE, INC.  
FOR SPECTRUM DRIVE, AS PER COUNCIL APPEAL  
ON 10/26/04.

Steve Chittman  
 Authorized Signature

\_\_\_\_\_  
 Finance

DATE SUBMITTED: October 18, 2004  
FOR COUNCIL MEETING: October 26, 2004

**Council Agenda Item #**

**SUMMARY:**

This item is for final payment, in the amount of \$273,101.42, and acceptance of improvements performed by Site Concrete, Inc., for construction of the Spectrum Drive North/South Extension Project.

**FINANCIAL IMPACT:**

Budgeted Amount:	\$3,100,000
Final Construction Cost:	\$2,550,736.40
Source of Funds:	\$2,600,000 from Bond Sale. Remaining amount from transfer of funds from Addison Road widening project.

**BACKGROUND:**

The Spectrum Drive North/South Extension Project was established as part of the current Capital Improvements Program. The portion of Spectrum Drive, from Morris Avenue to Airport Parkway, is a continuation of the second phase of the Addison Circle project. Spectrum Drive was also extended south, from the DART railroad right-of-way to Arapaho Road. A contract was awarded to Site Concrete, Inc. for construction of this project. The original contract price for these improvements was \$2,536,979.50. Two change orders were approved by Council, in the total amount of \$156,636.90. In addition, there were quantity increases and decreases in numerous line items that resulted in a total net decrease of \$142,880.00. The final construction cost of these improvements was \$2,550,736.40, which represents a \$13,756.90 increase from the original contract amount. In addition, this project included an incentive/disincentive provision, whereby, the contractor would be awarded \$2,500 per day for early completion of the project, to a maximum award of \$250,000. The Town acknowledged the successful completion of the construction improvements within 24 calendar days of the contractual time limit, with the contractor earning a total incentive award of \$60,000. The only remaining improvements that remain on Spectrum Drive is the installation of street and pedestrian lights that are scheduled for completion in December 2004 under separate contract.

The contractor has submitted his Affidavit of Bills Paid, Consent of Surety Company to Final Payment, and One year Maintenance Bond.

**RECOMMENDATION:**

Staff recommends that Council authorize final payment of \$273,101.42 to Site Concrete, Inc, and accept construction of the Spectrum Drive North/South Extension Project.

**Application and Certificate for Payment**

**To Owner:**  
 Town Of Addison  
 16801 Westgrove Drive  
 Addison, TX 75001

**From (Contractor):**  
 Site Concrete  
 3340 Roy Orr Blvd  
 Grand Prairie, Texas 75050  
 (972) 513-0561  
 Phone: (972) 313-0733

**Project:** Spectrum Dr. North/ South Extension #04, Application No.: 9

**Contract Start:** 1/12/2004 **Period to:** 9/14/2004

**Calendar Days:** 270 (incl any by change order) **Date:** 10/1/2004

**Contract Close:** 10/8/2004 **Project No.:** 23-144

**Contractor's Application For Payment  
 Change Order Summary**

Number	Description	Change	Time	Adjusting	Debit	Credit
1	Fire Lane	\$182,812.00			\$81,225.00	
2	Wall & Bike Rail	\$61,574.90			\$7,125.00	
<b>Totals</b>		<b>\$ 244,386.90</b>	<b>0</b>		<b>\$ 88,350.00</b>	

Original contract sum:	\$2,693,016.40
Net change by change orders	\$156,036.90
Contract sum to date	\$2,849,053.30
Total Completed and stored to date	\$2,550,736.40
5.0% Retainage	\$0.00
Total earned less retainage	\$2,550,736.40
Less previous certificates of payments	\$2,337,634.98

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** *[Signature]*

**By:** Site Concrete **State of:** TEXAS

Subscribed and Sworn before me on this 1st day of OCTOBER, 2004

**Notary Public:** *Elizabeth Pertam*

**My Commission Expires:** 08/22/07

Date: 10-1-04 County of: DALLAS

**ELIZABETH PERTAM**  
 Notary Public, State of Texas  
 My Commission Expires August 22, 2007

*[Notary Seal]*

**Inspector's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the Amount Certified.

**Amount Certified:** \$ \_\_\_\_\_

**Inspector:** *[Signature]* **Date:** 10/06/04

**By:** Steve Churchman **Date:** 10/28/04

Steve Churchman, Town of Addison

# Town Of Addison

Spectrum Dr. North/ South Extension #04-03

DATE: 9/27/2004  
ESTIMATE: 9

SEP 27, 2004

QUANTITIES THROUGH

ITEM#	DESCRIPTION	ESTIM QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	PREVIOUS PERIOD QUANTITY	PREVIOUS PERIOD AMOUNT	CURRENT PERIOD QUANTITY	CURRENT PERIOD AMOUNT	CUMULATIVE QUANTITY	CUMULATIVE AMOUNT	% COMPLETE
-------	-------------	----------------	-------	------------	--------------	--------------------------	------------------------	-------------------------	-----------------------	---------------------	-------------------	------------

## CONSTRUCTION

101	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	1.00	\$75,000.00	0.00	\$75,000.00	1.00	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT	414	LF	\$10.00	\$1,140.00	114.00	\$1,140.00	0.00	\$1,140.00	114.00	\$1,140.00	100.0%
103	REIN & DISP OF EX CONC & ASPH PAVE INCL CURB	19	SY	\$25.00	\$475.00	19.00	\$475.00	0.00	\$475.00	19.00	\$475.00	100.0%
104	6" THICK LIME STAB SUBGRD	6,859	SY	\$2.00	\$13,718.00	6,859.00	\$13,718.00	0.00	\$13,718.00	6,859.00	\$13,718.00	100.0%
105	HYDRATED LIME	113	TON	\$90.00	\$10,170.00	113.00	\$10,170.00	0.00	\$10,170.00	113.00	\$10,170.00	99.9%
106	8" 5000# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	6,229	SY	\$28.00	\$174,412.00	6,229.00	\$174,412.00	0.00	\$174,412.00	6,229.00	\$174,412.00	100.0%
107	8" 600# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	182	SY	\$30.00	\$5,460.00	182.00	\$5,460.00	0.00	\$5,460.00	182.00	\$5,460.00	100.0%
108	8" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	112	SY	\$35.00	\$3,920.00	112.00	\$3,920.00	0.00	\$3,920.00	112.00	\$3,920.00	100.0%
109	8" 5000# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	3,194	LF	\$3.00	\$9,582.00	3,194.00	\$9,582.00	0.00	\$9,582.00	3,194.00	\$9,582.00	100.0%
110	LONGITUDINAL BUTT JOINT	111	LF	\$10.00	\$1,110.00	111.00	\$1,110.00	0.00	\$1,110.00	111.00	\$1,110.00	100.0%
111	CONC ST HEADER	23	LF	\$10.00	\$230.00	23.00	\$230.00	0.00	\$230.00	23.00	\$230.00	100.0%
112	ACME VEHICULAR BRICK PAVER MATLS, DEL TO SITE	2,372	SF	\$5.00	\$11,860.00	2,372.00	\$11,860.00	0.00	\$11,860.00	2,372.00	\$11,860.00	100.0%
113	BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF	\$12.00	\$28,464.00	2,372.00	\$28,464.00	0.00	\$28,464.00	2,372.00	\$28,464.00	100.0%
114	THERMO STOP LINE 24" WIDE	23	LF	\$3.00	\$69.00	23.00	\$69.00	0.00	\$69.00	23.00	\$69.00	100.0%
115	THERMO STRIPE 4" WIDE	1,942	LF	\$3.00	\$5,826.00	1,942.00	\$5,826.00	0.00	\$5,826.00	1,942.00	\$5,826.00	100.0%
116	REFL BUTTONS, TY 1-C, 4"	21	EA	\$6.50	\$136.50	21.00	\$136.50	0.00	\$136.50	21.00	\$136.50	100.0%
117	REFL BUTTONS, TY 11AA, 4"	140	EA	\$9.00	\$1,260.00	140.00	\$1,260.00	0.00	\$1,260.00	140.00	\$1,260.00	100.0%
118	ST & TRAFF CTRL SIGNS	5	EA	\$350.00	\$1,750.00	5.00	\$1,750.00	0.00	\$1,750.00	5.00	\$1,750.00	100.0%
119	ST NAME SIGN & MOUNT HOWR & APPURT	1	EA	\$250.00	\$250.00	1.00	\$250.00	0.00	\$250.00	1.00	\$250.00	100.0%
120	UNISTRUT-TELESPAR ST SIGN POST, FOUND, ETC	44	EA	\$25.00	\$1,100.00	44.00	\$1,100.00	0.00	\$1,100.00	44.00	\$1,100.00	100.0%
121	REM EX ST BARRICADES & POSTS	50	LF	\$55.00	\$2,750.00	50.00	\$2,750.00	0.00	\$2,750.00	50.00	\$2,750.00	100.0%
122	8' ST BARRICADES & POSTS	50	LF	\$55.00	\$2,750.00	50.00	\$2,750.00	0.00	\$2,750.00	50.00	\$2,750.00	100.0%
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00	\$7,500.00	1.00	\$7,500.00	0.00	\$7,500.00	1.00	\$7,500.00	100.0%
124	UNCLASS ST EXGAVA, DISP	20,400	CY	\$9.50	\$193,800.00	20,400.00	\$193,800.00	0.00	\$193,800.00	20,400.00	\$193,800.00	100.0%
125	BLACK STL STOP SIGN POLE	1	EA	\$350.00	\$350.00	1.00	\$350.00	0.00	\$350.00	1.00	\$350.00	100.0%
126	ADDISON CIRCLE FINIAL ON BLACK STL POLE	1	EA	\$100.00	\$100.00	1.00	\$100.00	0.00	\$100.00	1.00	\$100.00	100.0%
127	STAB CONST ENTR	19	CY	\$1.50	\$28.50	19.00	\$28.50	0.00	\$28.50	19.00	\$28.50	100.0%
128	SILT FENCE	1,050	LF	\$1.50	\$1,575.00	1,050.00	\$1,575.00	0.00	\$1,575.00	1,050.00	\$1,575.00	100.0%
129	INLET PROTECT	5	EA	\$125.00	\$625.00	5.00	\$625.00	0.00	\$625.00	5.00	\$625.00	100.0%
130	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
131	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
132	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
133	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	90	LF	\$2.00	\$180.00	90.00	\$180.00	0.00	\$180.00	90.00	\$180.00	100.0%
135	PLACE WITH THERMOPLASTIC ARROW	2	EA	\$150.00	\$300.00	2.00	\$300.00	0.00	\$300.00	2.00	\$300.00	100.0%
				TOTALS THIS PAGE	\$533,480.50		\$533,480.50		\$533,480.50		\$533,480.50	

# Town Of Addison

Spectrum Dr. North/ South Extension #04-03

DATE: 9/27/2004  
ESTIMATE: 9

QUANTITIES THROUGH: Sep 27, 2004

ITEM#	DESCRIPTION	EST. QTY	UNIT	CONTRACT TOTAL QUANTITY	PREVIOUS QUANTITY	QUANTITY THIS PERIOD	QUANTITY REMAINING	UNIT PRICE	CONTRACT TOTAL AMOUNT	PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT REMAINING	% COMPLETE
Water													
201	CONC BLOCKING	9.80	CY	9.80	0.00	0.00	9.80	\$175.00	\$1,715.00	\$0.00	\$0.00	\$1,715.00	100.0%
202	DI FITTINGS, CL 250	1.10	TON	1.10	0.00	0.00	1.10	\$3,850.00	\$3,850.00	\$0.00	\$0.00	\$3,850.00	100.0%
203	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 06"	30	LF	30.00	0.00	0.00	30.00	\$45.00	\$1,350.00	\$0.00	\$0.00	\$1,350.00	100.0%
204	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	489	LF	489.00	0.00	0.00	489.00	\$17.00	\$8,313.00	\$0.00	\$0.00	\$8,313.00	100.0%
205	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 12"	1087	LF	1087.00	0.00	0.00	1087.00	\$21.00	\$22,827.00	\$0.00	\$0.00	\$22,827.00	100.0%
206	RES SEAT GATE VALVE/BOX, 06"	3	EA	3.00	0.00	0.00	3.00	\$575.00	\$1,725.00	\$0.00	\$0.00	\$1,725.00	100.0%
207	RES SEAT GATE VALVE/BOX, 08"	13	EA	13.00	0.00	0.00	13.00	\$675.00	\$8,775.00	\$0.00	\$0.00	\$8,775.00	100.0%
208	RES SEAT GATE VALVE/BOX, 12"	5	EA	5.00	0.00	0.00	5.00	\$1,200.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.0%
209	FIRE HYDRANT F&I	3	EA	3.00	0.00	0.00	3.00	\$2,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.0%
210	CONNECT TO EX WTR MAIN	2	EA	2.00	0.00	0.00	2.00	\$1,500.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.0%
212	2" TY K SOFT COPPER IRRIGA SERV	1	EA	1.00	0.00	0.00	1.00	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.0%
213	1.5" HERSEY MVR 100 TURBINE METER	1	EA	1.00	0.00	0.00	1.00	\$775.00	\$775.00	\$0.00	\$0.00	\$775.00	100.0%
214	BROOKS PROD, #65 17" X 28" PRECAST BOX	2	EA	2.00	0.00	0.00	2.00	\$250.00	\$500.00	\$0.00	\$0.00	\$500.00	100.0%
215	1.5" FEBCO B05Y DBL CHK VALVE ASSY	1	EA	1.00	0.00	0.00	1.00	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.0%
216	2" CL 200 PVC SLEEVE	38	LF	38.00	0.00	0.00	38.00	\$7.50	\$285.00	\$0.00	\$0.00	\$285.00	100.0%
217	TRENCH SAFETY	1596	LF	1596.00	0.00	0.00	1596.00	\$1.00	\$1,596.00	\$0.00	\$0.00	\$1,596.00	100.0%
218	PERFORM WTR TEST	1	LS	1.00	0.00	0.00	1.00	\$3,500.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	100.0%
STRM DRAINAGE													
301	CL III RCP INCL EMBED, 18"	231	LF	231.00	0.00	0.00	231.00	\$28.00	\$6,468.00	\$0.00	\$0.00	\$6,468.00	100.0%
302	CL III RCP INCL EMBED, 21"	59	LF	59.00	0.00	0.00	59.00	\$33.00	\$1,947.00	\$0.00	\$0.00	\$1,947.00	100.0%
303	CL III RCP INCL EMBED, 24"	75	LF	75.00	0.00	0.00	75.00	\$39.00	\$2,925.00	\$0.00	\$0.00	\$2,925.00	100.0%
304	CL III RCP INCL EMBED, 27"	188	LF	188.00	0.00	0.00	188.00	\$45.00	\$8,460.00	\$0.00	\$0.00	\$8,460.00	100.0%
305	CL III RCP INCL EMBED, 30"	28	LF	28.00	0.00	0.00	28.00	\$51.00	\$1,328.00	\$0.00	\$0.00	\$1,328.00	100.0%
306	CL III RCP INCL EMBED, 33"	46	LF	46.00	0.00	0.00	46.00	\$60.00	\$2,760.00	\$0.00	\$0.00	\$2,760.00	100.0%
307	CL III RCP INCL EMBED, 36"	281	LF	281.00	0.00	0.00	281.00	\$69.00	\$19,009.00	\$0.00	\$0.00	\$19,009.00	100.0%
308	CL III RCP INCL EMBED, 42"	428	LF	428.00	0.00	0.00	428.00	\$92.00	\$39,376.00	\$0.00	\$0.00	\$39,376.00	100.0%
313	REM & DISP OF EX CONC INLET	1	EA	1.00	0.00	0.00	1.00	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	100.0%
316	6" STD INLET WIRECESS TOP	2	EA	2.00	0.00	0.00	2.00	\$2,000.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	100.0%
317	6" STD INLET WIRECESS TOP, EXTRA DEPTH	3	EA	3.00	0.00	0.00	3.00	\$2,400.00	\$7,200.00	\$0.00	\$0.00	\$7,200.00	100.0%
319	TY B MH	2	EA	2.00	0.00	0.00	2.00	\$3,500.00	\$7,000.00	\$0.00	\$0.00	\$7,000.00	100.0%
321	RCP 60 DEG FACTORY WYE CONNECT	15	EA	15.00	0.00	0.00	15.00	\$500.00	\$7,500.00	\$0.00	\$0.00	\$7,500.00	100.0%
322	CONNECT TO EX PIPE	3	EA	3.00	0.00	0.00	3.00	\$1,500.00	\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.0%
324	PRECAST CONC PIPE PLUG	11	EA	11.00	0.00	0.00	11.00	\$350.00	\$3,850.00	\$0.00	\$0.00	\$3,850.00	100.0%
--WWTR--													
401	SDR26 PVC WWTR PIPE, 08"	1235	LF	1235.00	0.00	0.00	1235.00	\$16.00	\$19,760.00	\$0.00	\$0.00	\$19,760.00	100.0%
402	SDR26 PVC WWTR PIPE, 06"	408	LF	408.00	0.00	0.00	408.00	\$15.00	\$6,120.00	\$0.00	\$0.00	\$6,120.00	100.0%
403	2 WAY CLEANOUT & CI LD	9	EA	9.00	0.00	0.00	9.00	\$350.00	\$3,150.00	\$0.00	\$0.00	\$3,150.00	100.0%
404	4" DIA WWTR MH	3	EA	3.00	0.00	0.00	3.00	\$2,000.00	\$6,000.00	\$0.00	\$0.00	\$6,000.00	100.0%
405	8" DIA WWTR PIPE PLUG	3	EA	3.00	0.00	0.00	3.00	\$150.00	\$450.00	\$0.00	\$0.00	\$450.00	100.0%
406	TV INSPECT OF WWTR LINES	1235	LF	1235.00	0.00	0.00	1235.00	\$1.50	\$1,852.50	\$0.00	\$0.00	\$1,852.50	100.0%
407	TRENCH SAFETY	1235	LF	1235.00	0.00	0.00	1235.00	\$1.00	\$1,235.00	\$0.00	\$0.00	\$1,235.00	100.0%
408	CONNECT TO EX WWTR LINES	1	EA	1.00	0.00	0.00	1.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.0%
--ELECT DUCTBANK--													
501	8-6" PVC TY DB CONDUITS, ENCASE IN CONC	1052	LF	1052.00	0.00	0.00	1052.00	\$115.00	\$120,980.00	\$0.00	\$0.00	\$120,980.00	100.0%
502	CONNECT TO EX DUCTBANK	1	EA	1.00	0.00	0.00	1.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	100.0%
503	STD 4 WAY ELECT DUCTBANK MH	2	EA	2.00	0.00	0.00	2.00	\$12,000.00	\$24,000.00	\$0.00	\$0.00	\$24,000.00	100.0%
504	STD 3 WAY ELECT DUCTBANK MH	1	EA	1.00	0.00	0.00	1.00	\$12,500.00	\$12,500.00	\$0.00	\$0.00	\$12,500.00	100.0%
505	CONC DUCTBANK END PLUG	3	EA	3.00	0.00	0.00	3.00	\$500.00	\$1,500.00	\$0.00	\$0.00	\$1,500.00	100.0%
TOTALS THIS PAGE										\$389,844.50	\$775.00	\$389,844.50	

# Town Of Addison

DATE: 9/27/2004  
ESTIMATE: 9

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	REVISION PERIOD	QTY	AMOUNT	COMPLETION DATE	
<b>CONSTRUCTION</b>												
601	North											
602	IRRIGA SYS COMPLETE	LS	1	\$30,000.00	\$30,000.00	1.00	\$30,000.00		0.00	\$0.00	1.00	\$30,000.00
603	60" SQ TREE GRATE	EA	23	\$1,200.00	\$27,600.00	23.00	\$27,600.00		0.00	\$0.00	23.00	\$27,600.00
604	4" PVC SCH 40 SUBDRAIN SYS	LF	1841	\$21.00	\$38,661.00	1841.00	\$38,661.00		0.00	\$0.00	1841.00	\$38,661.00
605	RED OAK, 200 GAL	EA	41	\$1,600.00	\$65,600.00	0.00	\$0.00		41.00	\$65,600.00	41.00	\$65,600.00
606	DWARF YAUPON HOLLY 1 GAL	EA	390	\$5.00	\$1,950.00	0.00	\$0.00		390.00	\$1,950.00	390.00	\$1,950.00
607	DAYLILY 1 GAL	EA	130	\$7.00	\$910.00	0.00	\$0.00		130.00	\$910.00	130.00	\$910.00
608	YELLOW BEARD IRIS 1 GAL	EA	130	\$7.00	\$910.00	0.00	\$0.00		130.00	\$910.00	130.00	\$910.00
609	DAFFODIL 1 GAL	EA	286	\$7.00	\$2,002.00	0.00	\$0.00		286.00	\$2,002.00	286.00	\$2,002.00
610	BLEEDING HEART 1 GAL	EA	78	\$8.00	\$624.00	0.00	\$0.00		78.00	\$624.00	78.00	\$624.00
611	4" 3000# CONC SUBBASE, SW	SF	25233	\$2.75	\$69,380.75	25233.00	\$69,380.75		0.00	\$0.00	25233.00	\$69,380.75
612	GLEN-GARY PED BRICK PAVE MATLS DEL TO SITE	SF	25233	\$3.50	\$88,315.50	25233.00	\$88,315.50		0.00	\$0.00	25233.00	\$88,315.50
613	BEDDING MATLS FOR PED BRICK PAVERS	SF	25233	\$2.50	\$63,082.50	25233.00	\$63,082.50		0.00	\$0.00	25233.00	\$63,082.50
613	TRUNCATED DOME PAVERS ON NEW RAMPS	SF	228	\$7.50	\$1,710.00	228.00	\$1,710.00		0.00	\$0.00	228.00	\$1,710.00
<b>TOTALS THIS PAGE</b>					<b>\$390,755.75</b>		<b>\$318,759.75</b>			<b>\$71,996.00</b>		<b>\$390,755.75</b>

# Town Of Addison

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Sep 27, 2004

DATE: 9/27/2004  
ESTIMATE: 9

ITEM	DESCRIPTION	EST. QTY	UNIT	CONTRACT	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	CUMULATIVE QUANTITY	CUMULATIVE AMOUNT	PERCENTAGE COMPLETE
801	METER SOCKET BASE	2	EA			\$125.00		\$250.00	2.00	\$250.00	100.0%
802	ENCLOSE TO SUPPORT METER, PANEL, CONTR & TIME CLOCK	1	EA			\$3,500.00		\$3,500.00	1.00	\$3,500.00	100.0%
803	SERV GROUND	1	EA			\$50.00		\$50.00	1.00	\$50.00	100.0%
804	PANEL BOARD W/BREAKERS	1	EA			\$1,200.00		\$1,200.00	1.00	\$1,200.00	100.0%
805	ENCL & CONTACTOR	1	EA			\$900.00		\$900.00	1.00	\$900.00	100.0%
806	7 DAY TIME CLOCK	1	EA			\$75.00		\$75.00	1.00	\$75.00	100.0%
807	PHOTO CELL & CONNECTIONS	1	EA			\$50.00		\$50.00	1.00	\$50.00	100.0%
808	2" GRC ELBOW	57	EA			\$17.00		\$969.00	57.00	\$969.00	100.0%
809	2" PVC SCH 40 CONDUIT	2210	LF			\$3.00		\$6,630.00	2816.00	\$7,848.00	119.4%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF			\$3.00		\$7,530.00	3050.00	\$9,150.00	121.5%
811	2" GRC CONDUIT	156	LF			\$7.00		\$1,092.00	156.00	\$1,092.00	100.0%
812	3" GRC ELBOW	4	EA			\$13.00		\$52.00	4.00	\$52.00	100.0%
813	3" PVC SCH 40 CONDUIT W/EMBED	300	LF			\$3.00		\$900.00	300.00	\$900.00	100.0%
814	3" GRC CONDUIT	30	EA			\$4.00		\$120.00	30.00	\$120.00	100.0%
815	H COMPRESSION TAP	50	EA			\$15.00		\$750.00	0.00	\$0.00	0.0%
816	#10 AWG CONDUCTOR	60	LF			\$1.00		\$60.00	0.00	\$0.00	0.0%
817	#6B AWG CONDUCTOR	2610	LF			\$0.50		\$1,305.00	0.00	\$0.00	0.0%
818	#6A AWG CONDUCTOR	3040	LF			\$0.75		\$2,280.00	0.00	\$0.00	0.0%
820	STL LIGHT PULL BOX	11	EA			\$250.00		\$2,750.00	11.00	\$2,750.00	100.0%
821	PED LIGHT FOUND	27	EA			\$500.00		\$13,500.00	22.00	\$11,000.00	81.5%
822	VEHICULAR POLE & LUMINARIES FIX, 2 EA	6	EA			\$3,700.00		\$22,200.00	0.00	\$0.00	0.0%
823	VEHICULAR POLE LIGHT FOUND	6	EA			\$500.00		\$3,000.00	28.00	\$14,000.00	466.7%
824	VEHICULAR POLE & SGL LUMINARE	6	EA			\$3,000.00		\$18,000.00	0.00	\$0.00	0.0%
825	30 AMP DISCONNECT SWITCH W/FUSES	1	EA			\$300.00		\$300.00	1.00	\$300.00	100.0%
				TOTALS THIS PAGE				\$165,163.00			

# Town Of Addison

DATE: ESTIMATE: 9/27/2004 9

Spectrum Dr. North/South Extension #04-03

DATE: 9/27/2004

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	PREVIOUS PERIOD	THIS PERIOD	CUMULATIVE	PERCENT	DATE	STATUS
------	-------------	-----	------	-------	-------	-----------------	-------------	------------	---------	------	--------

## CONSTRUCTION

101	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00			\$75,000.00	100.0%		
102	FULL DEPTH SAWCUT EX CONC	143	LF	\$10.00	\$1,430.00			\$1,430.00	100.0%		
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	11	SY	\$25.00	\$275.00			\$275.00	100.0%		
104	6" LIME STAB	3,115	SY	\$2.00	\$6,230.00			\$6,230.00	100.0%		
105	HYDRATED LIME	51	TON	\$90.00	\$4,590.00			\$4,590.00	100.0%		
106	8" 5000# CONC PAVE	3,000	SY	\$28.00	\$84,000.00			\$84,000.00	100.0%		
108	6" 6000# CONC CURB	1,834	LF	\$3.00	\$5,502.00			\$5,502.00	100.0%		
110	LONGITUDINAL BUTT JOINT	118	LF	\$10.00	\$1,180.00			\$1,180.00	100.0%		
114	THERMO STOP LINE 24" WIDE	35	LF	\$12.00	\$420.00			\$420.00	100.0%		
115	THERMO STRIPE, 4" WIDE	594	LF	\$3.00	\$1,782.00			\$1,782.00	100.0%		
116	REFL BUTTONS, TY 1-C, 4"	37	EA	\$6.50	\$240.50			\$240.50	100.0%		
117	REFL BUTTONS, TY II-A-A, 4"	76	EA	\$9.00	\$684.00			\$684.00	100.0%		
118	ST & TRAFF CTRL SIGNS	5	EA	\$350.00	\$1,750.00			\$1,750.00	100.0%		
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00	\$7,500.00			\$7,500.00	100.0%		
127	STAB CONST ENTR	18	CY	\$100.00	\$1,800.00			\$1,800.00	100.0%		
128	SILT FENCE	350	LF	\$1.50	\$525.00			\$525.00	100.0%		
129	INLET PROTECT	2	EA	\$250.00	\$500.00			\$500.00	100.0%		
130	RR CROSSING	1	LS	\$50,000.00	\$50,000.00			\$50,000.00	100.0%		
131	4" HMA CP BASE COURSE	237	SY	\$20.00	\$4,740.00			\$4,740.00	100.0%		
132	2" HMA CP SURF COURSE	237	SY	\$16.00	\$3,792.00			\$3,792.00	100.0%		
133	IMPORT FILL	3,400	CY	\$9.00	\$30,600.00			\$30,600.00	100.0%		
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	460	LF	\$2.00	\$920.00			\$920.00	100.0%		
135	PLACE WITH THERMOPLASTIC ARROW	11	EA	\$150.00	\$1,650.00			\$1,650.00	100.0%		
TOTALS THIS PAGE					\$284,966.50			\$284,966.50			



Town Of Addison

DATE: 9/27/2004  
ESTIMATE: 9

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	UNITS	QUANTITY	AMOUNT	PERIOD	PERCENT	PERIOD	PERCENT	PERIOD	PERCENT
201	Water									
202	CONC BLOCKING	CY	21.80	\$3,815.00	0.00	0.00	0.00	0.00	21.80	100.0%
203	DI FITTINGS	TON	0.50	\$1,750.00	0.00	0.00	0.00	0.00	0.50	100.0%
204	AWWA C909 DR18 CL 150 PVC WTR PIPE 6"	LF	24.00	\$1,080.00	0.00	0.00	0.00	0.00	24.00	100.0%
205	PVC AWWA C909 DR18 CL 150 WTR PIPE W/EMBED, 06"	LF	85.00	\$1,445.00	0.00	0.00	0.00	0.00	85.00	100.0%
206	AWWA C909 DR18 CL 150 PVC WTR PIPE, 12"	LF	640.00	\$13,440.00	0.00	0.00	0.00	0.00	640.00	100.0%
207	RES SEAT GATE VALVEBOX 6"	EA	1.00	\$575.00	0.00	0.00	0.00	0.00	1.00	100.0%
208	RES SEAT GATE VALVEBOX 8"	EA	4.00	\$2,700.00	0.00	0.00	0.00	0.00	4.00	100.0%
209	RES SEAT GATE VALVEBOX 12"	EA	1.00	\$1,200.00	0.00	0.00	0.00	0.00	1.00	100.0%
210	FIRE HYDRANT	EA	1.00	\$2,000.00	0.00	0.00	0.00	0.00	1.00	100.0%
211	CONNECT TO EX WTR MAIN	EA	2.00	\$1,500.00	0.00	0.00	0.00	0.00	2.00	100.0%
212	STL CASING PIPE BY BORE, 24"	LF	126.00	\$225.00	0.00	0.00	0.00	0.00	126.00	100.0%
213	2" TY K SOFT COPPER IRRIGA SERV	EA	1.00	\$775.00	0.00	0.00	0.00	0.00	1.00	100.0%
214	1.5" HERSEY MVR 100 TURBINE METER	EA	1.00	\$775.00	0.00	0.00	0.00	0.00	1.00	100.0%
215	BROOKS PROD #65 17" X 28" PRECAST BOX	EA	2.00	\$250.00	0.00	0.00	0.00	0.00	2.00	100.0%
216	1.5" FEBCO 805Y DBL CHECK VALVE ASSY	EA	1.00	\$750.00	0.00	0.00	0.00	0.00	1.00	100.0%
217	2" CL 200 PVC SLEEVE	LF	30.00	\$7.50	0.00	0.00	0.00	0.00	30.00	100.0%
218	TRENCH SAFETY	LF	750.00	\$1.00	0.00	0.00	0.00	0.00	750.00	100.0%
219	PERFORM WTR TEST	LS	1.00	\$3,000.00	0.00	0.00	0.00	0.00	1.00	100.0%
220	2" AIR REL VALVE	EA	2.00	\$1,800.00	0.00	0.00	0.00	0.00	2.00	100.0%
220	12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN BORE PIPE	LF	103.00	\$1,236.00	0.00	0.00	0.00	0.00	103.00	100.0%
-STRM DRAINAGE-										
301	CL III RCP 18"	LF	153.00	\$4,254.00	0.00	0.00	0.00	0.00	153.00	100.0%
302	CL III RCP 21"	LF	111.00	\$3,663.00	0.00	0.00	0.00	0.00	111.00	100.0%
309	CL III RCP 48"	LF	740.00	\$81,400.00	0.00	0.00	0.00	0.00	740.00	100.0%
310	CL III RCBC 6' X 3' INCL EMBED	LF	284.00	\$59,640.00	0.00	0.00	0.00	0.00	284.00	100.0%
311	CL III RCBC 6' X 4' INCL EMBED	LF	450.00	\$107,100.00	0.00	0.00	0.00	0.00	450.00	100.0%
312	RCP FLOW EQUALIZER 24"	EA	2.00	\$3,000.00	0.00	0.00	0.00	0.00	2.00	100.0%
314	REM & DISP OF EXIST RCP	LF	233.00	\$2,330.00	0.00	0.00	0.00	0.00	233.00	100.0%
315	CONC JUNCTION BOX	EA	1.00	\$14,000.00	0.00	0.00	0.00	0.00	1.00	100.0%
318	10" STD INLET WIRECESS TOP	EA	2.00	\$5,600.00	0.00	0.00	0.00	0.00	2.00	100.0%
320	TY B HEADWALL	EA	3.00	\$4,500.00	0.00	0.00	0.00	0.00	3.00	100.0%
321	RCP 60 DEG FACTORY WYE CONNECT	EA	2.00	\$1,000.00	0.00	0.00	0.00	0.00	2.00	100.0%
322	CONNECT TO EX PIPE	EA	2.00	\$3,000.00	0.00	0.00	0.00	0.00	2.00	100.0%
323	CONNECT TO EX STRUCT	EA	1.00	\$1,500.00	0.00	0.00	0.00	0.00	1.00	100.0%
324	PRECAST CONC PIPE PLUG	EA	1.00	\$350.00	0.00	0.00	0.00	0.00	1.00	100.0%
325	REM & DISP OF EX HEADWALLS & CONC RIP RAP	LS	1.00	\$1,500.00	0.00	0.00	0.00	0.00	1.00	100.0%
				\$362,633.00						
TOTALS THIS PAGE				\$362,633.00						

# Town Of Addison

DATE: 9/27/2004  
ESTIMATE: 9

QUANTITIES THROUGH Sep 27, 2004

ITEM#	DESCRIPTION	UNIT	QTY	ADMIN PRICE	CONTRACTOR	PREVIOUS QUANTITY	PERIOD	QUANTITY	PERIOD	AMOUNT	PERIOD	AMOUNT	PERIOD	AMOUNT	PERIOD	AMOUNT	PERIOD	AMOUNT	PERIOD
<b>CONSTRUCTION</b>																			
601	IRRIGA SYS. COMPLETE	LS	1	\$15,000.00	\$15,000.00	1.00		0.00		\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00		\$15,000.00	
602	60" SQ TREE GRATE	EA	11	\$1,200.00	\$13,200.00	11.00		0.00		\$13,200.00		\$13,200.00		\$13,200.00		\$13,200.00		\$13,200.00	
603	4" PVC SCH 40 SUBDRAIN SYS	LF	844	\$22.00	\$18,568.00	544.00		0.00		\$18,568.00		\$18,568.00		\$18,568.00		\$18,568.00		\$18,568.00	
604	RED OAK, 200 GAL	EA	11	\$1,600.00	\$17,600.00	11.00		0.00		\$17,600.00		\$17,600.00		\$17,600.00		\$17,600.00		\$17,600.00	
610	4" 3000# CONC SUBRAE SW	SF	16379	\$2.75	\$45,042.25	16379.00		0.00		\$45,042.25		\$45,042.25		\$45,042.25		\$45,042.25		\$45,042.25	
611	GLEN-GARY PEB BRICK PAVER MATLS DEL TO SITE	SF	16379	\$3.50	\$57,326.50	16379.00		0.00		\$57,326.50		\$57,326.50		\$57,326.50		\$57,326.50		\$57,326.50	
612	FURN & PLACE BEDDI MATLS & BRICK PAVERS	SF	16379	\$2.50	\$40,947.50	16379.00		0.00		\$40,947.50		\$40,947.50		\$40,947.50		\$40,947.50		\$40,947.50	
613	TRUNCATED DOME PAVERS ON NEW RAMPS	SF	70	\$7.50	\$525.00	70.00		0.00		\$525.00		\$525.00		\$525.00		\$525.00		\$525.00	
614	CONC RETAIN WALL - BACKFILL & DRAINS	CY	66	\$425.00	\$28,050.00	66.00		0.00		\$28,050.00		\$28,050.00		\$28,050.00		\$28,050.00		\$28,050.00	
615	BIKE RAIL ON RETAIN WALL	LF	51	\$100.00	\$5,100.00	51.00		0.00		\$5,100.00		\$5,100.00		\$5,100.00		\$5,100.00		\$5,100.00	
TOTALS THIS PAGE										\$234,759.25		\$234,759.25		\$234,759.25		\$234,759.25		\$234,759.25	

# Town Of Addison

DATE: 9/27/2004  
ESTIMATE: 6

SEP 27, 2004

## CONSTRUCTION

ITEM#	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CHANGING PERIODS	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	PERCENTAGE COMPLETE
701	TS-2 CABINET & SIG CTRL	EA	1	\$14,000.00	\$14,000.00	1.00	\$14,000.00	0.00	\$0.00	1.00	\$14,000.00	100.0%
702	TRAFF SIG CTRL FOUNDATION	EA	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
703	TY C FULL BOX W/CONC APRON	EA	4	\$450.00	\$1,800.00	4.00	\$1,800.00	0.00	\$0.00	4.00	\$1,800.00	100.0%
704	ELECT CONDUCTOR #6 XHHW WIRE POWER	LF	1211	\$1.00	\$1,211.00	894.00	\$894.00	0.00	\$0.00	894.00	\$894.00	73.8%
705	ELECT CONDUCTOR #6 AWG CU WIRE, GRND	LF	717	\$1.00	\$717.00	435.00	\$435.00	0.00	\$0.00	435.00	\$435.00	60.7%
706	TRAFF SIG CABLE, 16 COND, #14 CABLE	LF	430	\$4.00	\$1,720.00	620.00	\$2,480.00	0.00	\$0.00	620.00	\$2,480.00	144.2%
707	TRAFF SIG CABLE, #18 AWG VIDEO CABLE	LF	430	\$2.50	\$1,075.00	620.00	\$1,550.00	0.00	\$0.00	620.00	\$1,550.00	144.2%
708	TRAFF SIG CABLE, #18 AWG CU WIRE	LF	430	\$1.00	\$430.00	620.00	\$620.00	0.00	\$0.00	620.00	\$620.00	144.2%
709	PVC CONDUIT W/HEBDED, 3"	LF	18	\$13.00	\$234.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
710	PVC CONDUIT W/HEBDED, 4"	LF	630	\$4.00	\$2,520.00	151.00	\$604.00	0.00	\$0.00	151.00	\$604.00	24.6%
711	PVC CONDUIT BORED, 3"	LF	222	\$17.00	\$3,774.00	210.00	\$3,570.00	0.00	\$0.00	210.00	\$3,570.00	94.6%
712	ECONOLITE MYP SOLOPRO VIDEO DETECTION CAMERAS	EA	4	\$4,800.00	\$19,200.00	4.00	\$19,200.00	0.00	\$0.00	4.00	\$19,200.00	100.0%
713	TY 36-A TRAFF SIG FOUND	EA	2	\$4,800.00	\$9,600.00	2.00	\$9,600.00	0.00	\$0.00	2.00	\$9,600.00	100.0%
714	TY 48-A TRAFF SIG FOUND	EA	2	\$2,000.00	\$4,000.00	2.00	\$4,000.00	0.00	\$0.00	2.00	\$4,000.00	100.0%
715	INTERNAL LIGHT ST NAME SIGNS	EA	4	\$3,500.00	\$14,000.00	4.00	\$14,000.00	0.00	\$0.00	4.00	\$14,000.00	100.0%
716	PED SIG W/COUNTDOWN LED	EA	8	\$1,500.00	\$12,000.00	8.00	\$12,000.00	0.00	\$0.00	8.00	\$12,000.00	100.0%
717	STL TRAFF SIG POLE ASSY, 1 ARM, 36"	EA	1	\$3,200.00	\$3,200.00	1.00	\$3,200.00	0.00	\$0.00	1.00	\$3,200.00	100.0%
718	STL TRAFF SIG POLE ASSY, 1 ARM, 40"	EA	1	\$3,200.00	\$3,200.00	1.00	\$3,200.00	0.00	\$0.00	1.00	\$3,200.00	100.0%
719	STL TRAFF SIG POLE ASSY, 1 ARM, 50"	EA	1	\$8,700.00	\$8,700.00	1.00	\$8,700.00	0.00	\$0.00	1.00	\$8,700.00	100.0%
720	STL TRAFF SIG POLE ASSY, 1 ARM, 55"	EA	1	\$8,700.00	\$8,700.00	1.00	\$8,700.00	0.00	\$0.00	1.00	\$8,700.00	100.0%
721	PED DETECTOR PUSH BUTTON	EA	8	\$125.00	\$1,000.00	8.00	\$1,000.00	0.00	\$0.00	8.00	\$1,000.00	100.0%
722	12" LED RED TRAFF SIG LAMP	EA	13	\$110.00	\$1,430.00	13.00	\$1,430.00	0.00	\$0.00	13.00	\$1,430.00	100.0%
723	12" LED YEL TRAFF SIG LAMP	EA	13	\$110.00	\$1,430.00	13.00	\$1,430.00	0.00	\$0.00	13.00	\$1,430.00	100.0%
724	12" LED GRN TRAFF SIG LAMP	EA	13	\$200.00	\$2,600.00	13.00	\$2,600.00	0.00	\$0.00	13.00	\$2,600.00	100.0%
725	12" LED GRN & YEL ARROW TRAFF SIG LAMP	EA	4	\$250.00	\$1,000.00	4.00	\$1,000.00	0.00	\$0.00	4.00	\$1,000.00	100.0%
726	FBI OPTICOM	EA	4	\$1,250.00	\$5,000.00	4.00	\$5,000.00	0.00	\$0.00	4.00	\$5,000.00	100.0%
TOTALS THIS PAGE					\$123,911.00		\$122,383.00		\$0.00		\$122,383.00	

# Town Of Addison

DATE: 9/27/2004  
ESTIMATE: 6

QUANTITIES THROUGH Sep 27, 2004

ITEM #	DESCRIPTION	EST	UNIT	CONTRACT TOTAL		PREVIOUS		THIS PERIOD		QUANTITY	UNIT PRICE	TOTAL	%
				AMOUNT	%	AMOUNT	%	AMOUNT	%				
801	METER SOCKET BASE	2	EA	\$125.00	\$250.00	3.00	0.00	3.00	0.00	3.00	\$0.00	\$375.00	150.0%
802	ENCLOS TO SUPPORT METER, PANEL, CONTACTOR, TIME CLOCK	1	EA	\$3,500.00	\$3,500.00	1.00	0.00	1.00	0.00	1.00	\$0.00	\$3,500.00	100.0%
803	SERV GRND	1	EA	\$50.00	\$50.00	1.00	0.00	1.00	0.00	1.00	\$0.00	\$50.00	100.0%
804	PANEL BRD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	1.00	0.00	1.00	0.00	1.00	\$0.00	\$1,200.00	100.0%
805	ENCLOS & CONTACTOR	1	EA	\$900.00	\$900.00	1.00	0.00	1.00	0.00	1.00	\$0.00	\$900.00	100.0%
806	7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	1.00	0.00	1.00	0.00	1.00	\$0.00	\$75.00	100.0%
807	PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	1.00	0.00	1.00	0.00	1.00	\$0.00	\$50.00	100.0%
808	2" GRG ELBOW	20	EA	\$17.00	\$340.00	20.00	0.00	20.00	0.00	20.00	\$0.00	\$340.00	100.0%
809	2" PVC SCH 40 CONDUIT	530	LF	\$3.00	\$1,590.00	530.00	0.00	530.00	0.00	530.00	\$0.00	\$1,590.00	100.0%
810	2" PVC SCH 40 CONDUIT W/FULL ROPE	620	LF	\$3.00	\$1,860.00	620.00	0.00	620.00	0.00	620.00	\$0.00	\$1,860.00	100.0%
811	3" GRG CONDUIT	40	LF	\$7.00	\$280.00	40.00	0.00	40.00	0.00	40.00	\$0.00	\$280.00	100.0%
812	3" GRG ELBOW	2	EA	\$13.00	\$26.00	2.00	0.00	2.00	0.00	2.00	\$0.00	\$26.00	100.0%
813	3" PVC SCH 40 CONDUIT WIEMBED	370	LF	\$4.00	\$1,480.00	370.00	0.00	370.00	0.00	370.00	\$0.00	\$1,480.00	100.0%
814	3" GRG CONDUIT	15	EA	\$4.00	\$60.00	15.00	0.00	15.00	0.00	15.00	\$0.00	\$60.00	100.0%
815	H/D COMPRESSION TAP	36	EA	\$15.00	\$540.00	36.00	0.00	36.00	0.00	36.00	\$0.00	\$540.00	100.0%
816	#10 AWG CONDUCTOR	10	LF	\$0.50	\$5.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
817	#8 AWG CONDUCTOR	1500	LF	\$0.75	\$1,125.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
818	NO ITEM	0		\$0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
819	STL LIGHT PULL BOX	4	EA	\$250.00	\$1,000.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
820	RED POLE LIGHT FOUND	7	EA	\$500.00	\$3,500.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
821	RED POLE LIGHT FOUND	7	EA	\$3,700.00	\$25,900.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
822	VEHICULAR POLE LIGHT FOUND	2	EA	\$500.00	\$1,000.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
823	VEHICULAR POLE LIGHT FOUND	2	EA	\$3,000.00	\$6,000.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
824	VEHICULAR POLE & SGL LUM	1	EA	\$300.00	\$300.00	1.00	0.00	1.00	0.00	1.00	\$0.00	\$300.00	100.0%
825	30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$21,216.00	\$21,216.00	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%
				TOTALS THIS PAGE								\$21,216.00	

DATE: 9/27/2004  
ESTIMATE: 9

**Town Of Addison**

Spectrum Dr, North/ South Extension #04-03

QUANTITIES THROUGH Sep 27, 2004

ITEM	DESCRIPTION	UNITS	QUANTITY	PREVIOUS PERIOD QUANTITY	THIS PERIOD QUANTITY	AMOUNT THIS PERIOD	TOTAL AMOUNT	PERCENT COMPLETE
1	CO #1 Fire Lanes	LS	1	1.00	0.00	\$101,587.00	\$101,587.00	100.0%
2	CO #2 Bitto Ret. Retaining Wall Slips	LS	1	1.00	0.00	\$54,449.90	\$54,449.90	100.0%
3				0.00	0.00	\$0.00	\$0.00	0.0%
4				0.00	0.00	\$0.00	\$0.00	0.0%
			TOTALS THIS PAGE			\$156,036.90	\$156,036.90	

CONSTRUCTION		AMOUNT THIS PERIOD	TOTAL AMOUNT	PERCENT COMPLETE
CONSTRUCTION		\$0.00	\$156,036.90	94.7%
GRAND TOTAL		\$30,782.00	\$2,550,736.40	
		\$4,639.10		
		\$86,242.90		

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 5/16/02

Claim # \_\_\_\_\_

Check \$ 10,682.01

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 007 01	46	000	56570	05301		6,606.11
1322 010 02	46	000	56570	05301		75.90
1322 002 02	46	000	56570	05301		3,000.00
1322 001 02	46	000	56570	05301		1,000.00

TOTAL \$ 10,682.01

EXPLANATION SPECTRUM DRIVE NORTH/SOUTH  
EXTENSION DESIGN.

Steve Chittiman  
 Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. BOX 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

MAY 15, 2002

INVOICE # 132200102

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322001 SPECTRUM DRIVE EXT.  
SURVEYING

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED APRIL 27, 2002

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
20,000.00	66.00%	13,200.00	12,200.00	<u>1,000.00</u>
TOTAL FEE THIS INVOICE				1,000.00

**TOTAL DUE THIS INVOICE \$ 1,000.00**

*O.K. to  
PAY!  
SJC  
5/16/02*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. BOX 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

MAY 17, 2002

INVOICE # 132200202

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED APRIL 27, 2002

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	12.00%	18,000.00	15,000.00	3,000.00
TOTAL FEE THIS INVOICE				3,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 3,000.00</b>

O.K. to pay!  
SZC  
5/16/02



# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. BOX 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

MAY 17, 2002

INVOICE # 132201002

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED APRIL 27, 2002

### REIMBURSABLES

75.90

75.90

TOTAL REIMBURSABLES

75.90

**TOTAL DUE THIS INVOICE**

**\$ 75.90**

*O.K.  
to pay,  
SZC  
5/16/02*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. BOX 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

MAY 17, 2002

INVOICE # 132200701

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322007 SPECTRUM DRIVE EXT.  
PAVING / STREETScape ALTERNATIVES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED APRIL 27, 2002

<u>LABOR CHARGES</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>	
ENGINEER VI	10.00	118.15	1,181.50	
TECH V	21.00	79.92	1,678.32	
TECH III	51.50	62.26	3,206.39	
ARCHITECT I	10.00	53.99	539.90	
	<u>92.50</u>		<u>6,606.11</u>	
TOTAL LABOR CHARGES				6,606.11
TOTAL CURRENT CHARGES				<u>6,606.11</u>
LIMIT INVOICE TO A MAXIMUM:				
TOTAL HOURLY NOT TO EXCEED AMOUNT				9,000.00
LESS PREVIOUSLY BILLED AMOUNT				<u>0.00</u>
<b>TOTAL DUE THIS INVOICE</b>				<b>\$6,606.11</b>

O.K. to PAY  
SZC  
5/16/02

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 7/24/02

Claim # \_\_\_\_\_

Check \$ 1844.04

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

Vendor Name HUITT - ZOLLARS, INC.

Address 3131 MCKINNEY AVE., SUITE 600

Address DALLAS, TEXAS 75204-2489

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 01004	46	000	56570	05301		41.40
1322 00703	46	000	56570	05301		302.64
13 22 00204	46	000	56570	05301		1500.00

TOTAL # 1844.04

EXPLANATION SPECTRUM DRIVE EXTENSION

ENGINEERING DESIGN

Steve Chubbman  
Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

JULY 25, 2002

INVOICE # 132200703

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322007 SPECTRUM DRIVE EXT.  
PAVING / STREETSCAPE ALTERNATIVES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JUNE 29, 2002

<u>LABOR CHARGES</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>	
ARCHITECT II	<u>4.00</u>	69.52	<u>278.08</u>	
	4.00		278.08	
TOTAL LABOR CHARGES				278.08

### REIMBURSABLES

REPRODUCTION			12.99	
MILEAGE & FEES			<u>11.57</u>	
			24.56	
TOTAL REIMBURSABLES				<u>24.56</u>
TOTAL CURRENT CHARGES				<u>302.64</u>

### LIMIT INVOICE TO A MAXIMUM:

TOTAL HOURLY NOT TO EXCEED AMOUNT	9,000.00
LESS PREVIOUSLY BILLED AMOUNT	<u>-8,609.06</u>

---

TOTAL DUE THIS INVOICE **\$302.64**

---

*O.K. to  
PAY!  
SZC  
7/24/02*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

JULY 25, 2002

INVOICE # 132201004

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JUNE 29, 2002

### REIMBURSABLES

MILEAGE & FEES

41.40

41.40

TOTAL REIMBURSABLES

41.40

TOTAL DUE THIS INVOICE

\$ 41.40

*O.K. to pr  
S2C  
7/29/0*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

JULY 25, 2002

INVOICE # 132200204

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JUNE 29, 2002

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	15.00%	22,500.00	21,000.00	1,500.00

TOTAL FEE THIS INVOICE 1,500.00

**TOTAL DUE THIS INVOICE \$ 1,500.00**

*o.k. to pay!  
SZC  
7/24/02*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 10/15/02

Claim # \_\_\_\_\_

Check \$ 4,489.24

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT-ZOLLARS, INC.  
 Address 3131 MCKINNEY AVE., SUITE 600  
 Address DALLAS, TEXAS 75204-  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 004 01	46	000	56570	05301		4451.75
1322 01 006	46	000	56570	05301		37.49

TOTAL \$ 4,489.24

EXPLANATION

ENGINEERING DESIGN OF SPECTRUM DE  
BY HUITT-ZOLLARS, INC.

Steve Chubb  
 Authorized Signature

Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

OCTOBER 11, 2002

INVOICE # 132200401

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322004 SPETRUM DRIVE EXT.  
GEO-TECHNICAL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED SEPTEMBER 28, 2002

---

TOTAL LABOR CHARGES		0.00
---------------------	--	------

### CONSULTANTS

Fugro South, Inc.	4,451.75	
	4,451.75	
TOTAL CONSULTANT COSTS		4,451.75

---

<b>TOTAL DUE THIS INVOICE</b>		<b>\$4,451.75</b>
-------------------------------	--	-------------------

---

*o.k. to PAY  
S2C  
10/15/02*



# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • hvitt-zollars.com

## INVOICE

OCTOBER 11, 2002

INVOICE # 132201006

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED SEPTEMBER 28, 2002

### REIMBURSABLES

DELIVERY CHARGES	22.00
DELIVERY CHARGES FED EX	15.49
	<u>37.49</u>

TOTAL REIMBURSABLES 37.49

**TOTAL DUE THIS INVOICE \$ 37.49**

*O.K. to  
PAY  
SZC  
10/15/02*

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 10/22/04

Claim # \_\_\_\_\_

Check \$ 30.00

Vendor No. \_\_\_\_\_  
 Vendor Name HVITT-ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
			58210			
	46	000	<del>0000</del>	05301		30.00

TOTAL \$ 30.00

EXPLANATION SPECTRUM DRIVE DESIGN  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Christman  
 Authorized Signature

\_\_\_\_\_  
 Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

OCTOBER 18, 2004

INVOICE # 132201024

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED OCTOBER 2, 2004

---

### REIMBURSABLES

MILEAGE & FEES	30.00
	30.00

---

TOTAL REIMBURSABLES	30.00
---------------------	-------

---

TOTAL DUE THIS INVOICE	\$30.00
------------------------	---------

---

*o.k. to  
PAY.  
SZC.  
10/22/04*

April 9, 2003

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

*Could this just  
be an amendment to  
their original contract? - YES  
This needs like a  
separate contract.*

*DAVID PLEASE CHANGE  
THIS TO AN  
AMENDMENT  
TO  
THE  
ORIGINAL  
CONTRACT,  
STEVE*

**RE: Spectrum Drive-North & South Extensions  
Proposal for Professional Services**

Dear Mr. Chutchian

Pursuant to our meeting on March 26, 2003, Huitt-Zollars is pleased to submit this proposal for additional services associated with the above referenced public improvement project located in Addison, Texas.

Huitt-Zollars will perform the following tasks pursuant to the design of additional drainage culverts to transmit storm run-off from the Spectrum Drive system to the box culvert approximately 700 feet east of Spectrum Drive.

**A. Topographic Survey**

1. Perform the field work necessary to locate existing features within and adjacent to the proposed alignment of the storm sewer across the north side of the Millennium Tower development. This will encompass an approximate 50 foot wide by 700 foot long area along the existing fire lane on the north side of the Millennium development. This will include topographic shots at key locations of change in grade, swales and other distinct features that can be used in the design. In addition we will locate surface features such as valves, fire hydrants, manholes and other pertinent items to be used in the generation of a topographic map to be used for design.

*Locate Sub-Surface -  
Pot hole as  
required*

**B. Easement Documents**

1. Establish existing property line for the Millennium development based on deed and plat research, and an on the ground survey of existing property corners.
2. Based on deed and plat research and survey of existing property corners, establish the horizontal alignment for the proposed drainage system. Based on the established alignment and after approved by the Town of Addison, we will prepare easement documents for the dedication of a permanent drainage easement from the existing property owner to the Town of Addison. This will include legal descriptions and associated exhibits for each individual parcel including metes and bounds descriptions (Assumes two property owners).
3. Attend necessary staff meetings, public hearings, etc.. for the processing and approval of the drainage easements. Provide the Town with the required legal descriptions and exhibits for recordation in the Dallas County Deed Records.
4. In the event that there are more than two property owners, Huitt-Zollars will provide required legal descriptions and exhibits for the additional property owners on an hourly rate basis. In addition, Huitt-Zollars will provide revised descriptions and maps, as required, to accommodate changes in ownership during the design phase. This task item is subject to situations beyond our control and therefore must be addressed on an hourly basis with an initial budget allowance.

Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 April 9, 2003  
 Page 2 of 5

**C. Civil Design**

1. Prepare Plan and Profile Construction drawings for the installation of approximately 700 LF of storm sewer from proposed Spectrum Drive east to an existing drainage structure.
2. Prepare a paving removal and replacement plan for the existing fire lane for the limits of the proposed storm sewer.
3. Incorporate the specifications and bid quantities into the Spectrum Drive plans for the purposes of publicly bidding the improvements.

Summary of Services and Compensation

	<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
A.	Topographic Survey	Lump Sum	\$2,500.00
B.	Easement Documents	Lump Sum	\$3,000.00
C.	Civil Design	Lump Sum	<u>\$10,000.00</u>
<b>Total Services</b>			<b>\$15,500.00</b>

**TERMS & CONDITIONS**

Following are the Terms and Conditions that will apply to this proposal.

**1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

**2. COST ESTIMATES FOR PROPOSED CONSTRUCTION**

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

**3. STANDARD OF PRACTICE**

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. SALES TAXES**

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

**5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
April 9, 2003  
Page 3 of 5

of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

**6. LIMITATION OF LIABILITY**

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

**7. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**8. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

**9. ADDITIONAL SERVICES**

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

*I don't like this*

*Professional Liability coverage?*

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
April 9, 2003  
Page 4 of 5

AUTHORIZATION

If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Basis for Professional Fees and Charges" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

HUITT-ZOLLARS, INC.

 David E. Meyers, PE  
Associate



Robert L. Phillips  
Senior Vice-President

Accepted for:

Town of Addison,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 April 9, 2003  
 Page 5 of 5

**BASIS FOR PROFESSIONAL FEES AND CHARGES**  
 Huitt-Zollars, Inc., Dallas, TX  
 September 1, 2002

Projects indicated to be performed on a "Time and Materials" basis will be invoiced monthly using actual direct salary cost for the persons working on the project times a multiplier which is an overhead factor, including profit. The current year multiplier is 2.44. The general ranges of direct salary cost for various employees are as follows:

Senior Officer, Principal	\$55.00 to \$110.00
Architect/Engineer VII, VIII, Officer	\$35.00 to \$ 70.00
Architect/Engineer IV, V, VI	\$25.00 to \$ 50.00
Architect/Engineer I, II, III	\$21.00 to \$ 45.00
Designer I through Designer Manager	\$21.00 to \$ 45.00
CADD Tech I through Supervisor	\$10.00 to \$ 35.00
Project Support: Includes Clerical, Computer Systems, Document Control and Accounting Support	\$ 7.00 to \$ 28.00

**SURVEY CREWS WILL BE INVOICED ON AN HOURLY RATE BASIS:**

1 Person Crew	\$ 75.00
2 Person Crew	\$105.00
3 Person Crew	\$125.00
4 Person Crew	\$145.00
1 Person GPS Crew	\$140.00
2 Person GPS Crew	\$160.00
3 Person GPS Crew	\$185.00

**REIMBURSABLE EXPENSES WILL BE INVOICED AS FOLLOWS:**

Outside Services	Cost + 10%
Mileage	\$ 0.365/mile

Client Initial \_\_\_\_\_



April 9, 2003

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

**RE: Spectrum Drive-North & South Extensions  
Proposal for Professional Services**

Dear Mr. Chutchian

Pursuant to our meeting on March 26, 2003, Huitt-Zollars is pleased to submit this proposal for additional services associated with the above referenced public improvement project located in Addison, Texas.

Huitt-Zollars will perform the following tasks pursuant to the design of additional drainage culverts to transmit storm run-off from the Spectrum Drive system to the box culvert approximately 700 feet east of Spectrum Drive.

**A. Topographic Survey**

1. Perform the field work necessary to locate existing features within and adjacent to the proposed alignment of the storm sewer across the north side of the Millennium Tower development. This will encompass an approximate 50 foot wide by 700 foot long area along the existing fire lane on the north side of the Millennium development. This will include topographic shots at key locations of change in grade, swales and other distinct features that can be used in the design. In addition we will locate surface features such as valves, fire hydrants, manholes and other pertinent items to be used in the generation of a topographic map to be used for design.

**B. Easement Documents**

1. Establish existing property line for the Millennium development based on deed and plat research, and an on the ground survey of existing property corners.
2. Based on deed and plat research and survey of existing property corners, establish the horizontal alignment for the proposed drainage system. Based on the established alignment and after approved by the Town of Addison, we will prepare easement documents for the dedication of a permanent drainage easement from the existing property owner to the Town of Addison. This will include legal descriptions and associated exhibits for each individual parcel including metes and bounds descriptions (Assumes two property owners).
3. Attend necessary staff meetings, public hearings, etc.. for the processing and approval of the drainage easements. Provide the Town with the required legal descriptions and exhibits for recordation in the Dallas County Deed Records.
4. In the event that there are more than two property owners, Huitt-Zollars will provide required legal descriptions and exhibits for the additional property owners on an hourly rate basis. In addition, Huitt-Zollars will provide revised descriptions and maps, as required, to accommodate changes in ownership during the design phase. This task item is subject to situations beyond our control and therefore must be addressed on an hourly basis with an initial budget allowance.

Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 April 9, 2003  
 Page 2 of 5

**C. Civil Design**

1. Prepare Plan and Profile Construction drawings for the installation of approximately 700 LF of storm sewer from proposed Spectrum Drive east to an existing drainage structure.
2. Prepare a paving removal and replacement plan for the existing fire lane for the limits of the proposed storm sewer.
3. Incorporate the specifications and bid quantities into the Spectrum Drive plans for the purposes of publicly bidding the improvements.

Summary of Services and Compensation

	<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
A.	Topographic Survey	Lump Sum	\$2,500.00
B.	Easement Documents	Lump Sum	\$3,000.00
C.	Civil Design	Lump Sum	<u>\$10,000.00</u>
<b>Total Services</b>			<b>\$15,500.00</b>

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this proposal.

**1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

**2. COST ESTIMATES FOR PROPOSED CONSTRUCTION**

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

**3. STANDARD OF PRACTICE**

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. SALES TAXES**

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

**5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
April 9, 2003  
Page 3 of 5

of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

**6. LIMITATION OF LIABILITY**

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

**7. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**8. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

**9. ADDITIONAL SERVICES**

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
April 9, 2003  
Page 4 of 5

AUTHORIZATION

If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Basis for Professional Fees and Charges" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

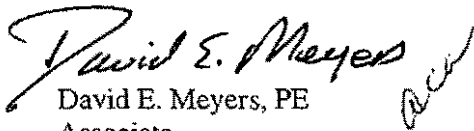
Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

HUITT-ZOLLARS, INC.

Accepted for:

Town of Addison,

  
David E. Meyers, PE  
Associate

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Printed name and title

Robert L. Phillips  
Senior Vice-President

\_\_\_\_\_  
Date

Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 April 9, 2003  
 Page 5 of 5

**BASIS FOR PROFESSIONAL FEES AND CHARGES**  
**Huitt-Zollars, Inc., Dallas, TX**  
**September 1, 2002**

Projects indicated to be performed on a "Time and Materials" basis will be invoiced monthly using actual direct salary cost for the persons working on the project times a multiplier which is an overhead factor, including profit. The current year multiplier is 2.44. The general ranges of direct salary cost for various employees are as follows:

Senior Officer, Principal	\$55.00 to \$110.00
Architect/Engineer VII, VIII, Officer	\$35.00 to \$ 70.00
Architect/Engineer IV, V, VI	\$25.00 to \$ 50.00
Architect/Engineer I, II, III	\$21.00 to \$ 45.00
Designer I through Designer Manager	\$21.00 to \$ 45.00
CADD Tech I through Supervisor	\$10.00 to \$ 35.00
Project Support: Includes Clerical, Computer Systems, Document Control and Accounting Support	\$ 7.00 to \$ 28.00

**SURVEY CREWS WILL BE INVOICED ON AN HOURLY RATE BASIS:**

1 Person Crew	\$ 75.00
2 Person Crew	\$105.00
3 Person Crew	\$125.00
4 Person Crew	\$145.00
1 Person GPS Crew	\$140.00
2 Person GPS Crew	\$160.00
3 Person GPS Crew	\$185.00

**REIMBURSABLE EXPENSES WILL BE INVOICED AS FOLLOWS:**

Outside Services	Cost + 10%
Mileage	\$ 0.365/mile

Client Initial \_\_\_\_\_



# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

April 9, 2003

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

**RE: Spectrum Drive-North & South Extensions  
Proposal for Professional Services**

Dear Mr. Chutchian

Pursuant to our meeting on March 26, 2003, Huitt-Zollars is pleased to submit this proposal for additional services associated with the above referenced public improvement project located in Addison, Texas.

Huitt-Zollars will perform the following tasks pursuant to the design of additional drainage culverts to transmit storm run-off from the Spectrum Drive system to the box culvert approximately 700 feet east of Spectrum Drive.

**A. Topographic Survey**

1. Perform the field work necessary to locate existing features within and adjacent to the proposed alignment of the storm sewer across the north side of the Millennium Tower development. This will encompass an approximate 50 foot wide by 700 foot long area along the existing fire lane on the north side of the Millennium development. This will include topographic shots at key locations of change in grade, swales and other distinct features that can be used in the design. In addition we will locate surface features such as valves, fire hydrants, manholes and other pertinent items to be used in the generation of a topographic map to be used for design.

**B. Easement Documents**

1. Establish existing property line for the Millennium development based on deed and plat research, and an on the ground survey of existing property corners.
2. Based on deed and plat research and survey of existing property corners, establish the horizontal alignment for the proposed drainage system. Based on the established alignment and after approved by the Town of Addison, we will prepare easement documents for the dedication of a permanent drainage easement from the existing property owner to the Town of Addison. This will include legal descriptions and associated exhibits for each individual parcel including metes and bounds descriptions (Assumes two property owners).
3. Attend necessary staff meetings, public hearings, etc.. for the processing and approval of the drainage easements. Provide the Town with the required legal descriptions and exhibits for recordation in the Dallas County Deed Records.
4. In the event that there are more than two property owners, Huitt-Zollars will provide required legal descriptions and exhibits for the additional property owners on an hourly rate basis. In addition, Huitt-Zollars will provide revised descriptions and maps, as required, to accommodate changes in ownership during the design phase. This task item is subject to situations beyond our control and therefore must be addressed on an hourly basis with an initial budget allowance.

Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 April 9, 2003  
 Page 2 of 5

**C. Civil Design**

1. Prepare Plan and Profile Construction drawings for the installation of approximately 700 LF of storm sewer from proposed Spectrum Drive east to an existing drainage structure.
2. Prepare a paving removal and replacement plan for the existing fire lane for the limits of the proposed storm sewer.
3. Incorporate the specifications and bid quantities into the Spectrum Drive plans for the purposes of publicly bidding the improvements.

Summary of Services and Compensation

	<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
A.	Topographic Survey	Lump Sum	\$2,500.00
B.	Easement Documents	Lump Sum	\$3,000.00
C.	Civil Design	Lump Sum	<u>\$10,000.00</u>
	<b>Total Services</b>		<b>\$15,500.00</b>

**TERMS & CONDITIONS**

**Following are the Terms and Conditions that will apply to this proposal.**

**1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

**2. COST ESTIMATES FOR PROPOSED CONSTRUCTION**

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

**3. STANDARD OF PRACTICE**

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. SALES TAXES**

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

**5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion



Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
April 9, 2003  
Page 3 of 5

of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

**6. LIMITATION OF LIABILITY**

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

**7. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**8. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

**9. ADDITIONAL SERVICES**

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
April 9, 2003  
Page 4 of 5

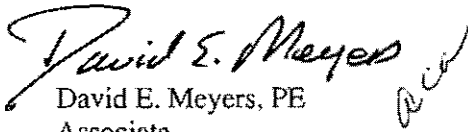
AUTHORIZATION

If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Basis for Professional Fees and Charges" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

**HUITT-ZOLLARS, INC.**

  
David E. Meyers, PE  
Associate



Robert L. Phillips  
Senior Vice-President

Accepted for:

**Town of Addison,**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 April 9, 2003  
 Page 5 of 5

**BASIS FOR PROFESSIONAL FEES AND CHARGES**  
**Huitt-Zollars, Inc., Dallas, TX**  
**September 1, 2002**

Projects indicated to be performed on a "Time and Materials" basis will be invoiced monthly using actual direct salary cost for the persons working on the project times a multiplier which is an overhead factor, including profit. The current year multiplier is 2.44. The general ranges of direct salary cost for various employees are as follows:

Senior Officer, Principal	\$55.00 to \$110.00
Architect/Engineer VII, VIII, Officer	\$35.00 to \$ 70.00
Architect/Engineer IV, V, VI	\$25.00 to \$ 50.00
Architect/Engineer I, II, III	\$21.00 to \$ 45.00
Designer I through Designer Manager	\$21.00 to \$ 45.00
CADD Tech I through Supervisor	\$10.00 to \$ 35.00
Project Support: Includes Clerical, Computer Systems, Document Control and Accounting Support	\$ 7.00 to \$ 28.00

**SURVEY CREWS WILL BE INVOICED ON AN HOURLY RATE BASIS:**

1 Person Crew	\$ 75.00
2 Person Crew	\$105.00
3 Person Crew	\$125.00
4 Person Crew	\$145.00
1 Person GPS Crew	\$140.00
2 Person GPS Crew	\$160.00
3 Person GPS Crew	\$185.00

**REIMBURSABLE EXPENSES WILL BE INVOICED AS FOLLOWS:**

Outside Services	Cost + 10%
Mileage	\$ 0.365/mile

Client Initial \_\_\_\_\_



April 9, 2003

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

**RE: Spectrum Drive-North & South Extensions  
Proposal for Professional Services**

Dear Mr. Chutchian

Pursuant to our meeting on March 26, 2003, Huitt-Zollars is pleased to submit this proposal for additional services associated with the above referenced public improvement project located in Addison, Texas.

Huitt-Zollars will perform the following tasks pursuant to the design of additional drainage culverts to transmit storm run-off from the Spectrum Drive system to the box culvert approximately 700 feet east of Spectrum Drive.

**A. Topographic Survey**

1. Perform the field work necessary to locate existing features within and adjacent to the proposed alignment of the storm sewer across the north side of the Millennium Tower development. This will encompass an approximate 50 foot wide by 700 foot long area along the existing fire lane on the north side of the Millennium development. This will include topographic shots at key locations of change in grade, swales and other distinct features that can be used in the design. In addition we will locate surface features such as valves, fire hydrants, manholes and other pertinent items to be used in the generation of a topographic map to be used for design.

**B. Easement Documents**

1. Establish existing property line for the Millennium development based on deed and plat research, and an on the ground survey of existing property corners.
2. Based on deed and plat research and survey of existing property corners, establish the horizontal alignment for the proposed drainage system. Based on the established alignment and after approved by the Town of Addison, we will prepare easement documents for the dedication of a permanent drainage easement from the existing property owner to the Town of Addison. This will include legal descriptions and associated exhibits for each individual parcel including metes and bounds descriptions (Assumes two property owners).
3. Attend necessary staff meetings, public hearings, etc.. for the processing and approval of the drainage easements. Provide the Town with the required legal descriptions and exhibits for recordation in the Dallas County Deed Records.
4. In the event that there are more than two property owners, Huitt-Zollars will provide required legal descriptions and exhibits for the additional property owners on an hourly rate basis. In addition, Huitt-Zollars will provide revised descriptions and maps, as required, to accommodate changes in ownership during the design phase. This task item is subject to situations beyond our control and therefore must be addressed on an hourly basis with an initial budget allowance.

Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 April 9, 2003  
 Page 2 of 5

**C. Civil Design**

1. Prepare Plan and Profile Construction drawings for the installation of approximately 700 LF of storm sewer from proposed Spectrum Drive east to an existing drainage structure.
2. Prepare a paving removal and replacement plan for the existing fire lane for the limits of the proposed storm sewer.
3. Incorporate the specifications and bid quantities into the Spectrum Drive plans for the purposes of publicly bidding the improvements.

Summary of Services and Compensation

	<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
A.	Topographic Survey	Lump Sum	\$2,500.00
B.	Easement Documents	Lump Sum	\$3,000.00
C.	Civil Design	Lump Sum	<u>\$10,000.00</u>
	<b>Total Services</b>		<b>\$15,500.00</b>

**TERMS & CONDITIONS**

**Following are the Terms and Conditions that will apply to this proposal.**

**1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

**2. COST ESTIMATES FOR PROPOSED CONSTRUCTION**

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

**3. STANDARD OF PRACTICE**

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. SALES TAXES**

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

**5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion

of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

**6. LIMITATION OF LIABILITY**

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

**7. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**8. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

**9. ADDITIONAL SERVICES**

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
April 9, 2003  
Page 4 of 5

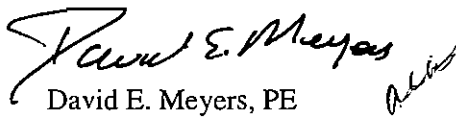
AUTHORIZATION

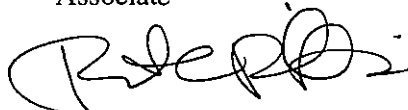
If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Basis for Professional Fees and Charges" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

**HUITT-ZOLLARS, INC.**

  
David E. Meyers, PE  
Associate

  
Robert L. Phillips  
Senior Vice-President

Accepted for:

**Town of Addison,**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date



Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 April 9, 2003  
 Page 5 of 5

**BASIS FOR PROFESSIONAL FEES AND CHARGES**  
**Huitt-Zollars, Inc., Dallas, TX**  
**September 1, 2002**

Projects indicated to be performed on a "Time and Materials" basis will be invoiced monthly using actual direct salary cost for the persons working on the project times a multiplier which is an overhead factor, including profit. The current year multiplier is 2.44. The general ranges of direct salary cost for various employees are as follows:

Senior Officer, Principal	\$55.00 to \$110.00
Architect/Engineer VII, VIII, Officer	\$35.00 to \$ 70.00
Architect/Engineer IV, V, VI	\$25.00 to \$ 50.00
Architect/Engineer I, II, III	\$21.00 to \$ 45.00
Designer I through Designer Manager	\$21.00 to \$ 45.00
CADD Tech I through Supervisor	\$10.00 to \$ 35.00
Project Support: Includes Clerical, Computer Systems, Document Control and Accounting Support	\$ 7.00 to \$ 28.00

**SURVEY CREWS WILL BE INVOICED ON AN HOURLY RATE BASIS:**

1 Person Crew	\$ 75.00
2 Person Crew	\$105.00
3 Person Crew	\$125.00
4 Person Crew	\$145.00
1 Person GPS Crew	\$140.00
2 Person GPS Crew	\$160.00
3 Person GPS Crew	\$185.00

**REIMBURSABLE EXPENSES WILL BE INVOICED AS FOLLOWS:**

Outside Services	Cost + 10%
Mileage	\$ 0.365/mile

Client Initial \_\_\_\_\_

## LETTER OF TRANSMITTAL

DATE: <b>9/18/02</b>	JOB NO.: <b>01-3220-10</b>	PROJECT: <b>Spectrum Drive</b>
TO: <b>TOWN OF ADDISON 16801 WESTGROVE RD SERVICE CENTER - FIRST FLOOR ADDISON, TX 75001</b>		RE: <b>Revised Schedule</b>
		ATTENTION: <b>MR. Steven Z. Chutchian, P.E.</b>

WE ARE SENDING YOU

<input checked="" type="checkbox"/> ATTACHED	<input type="checkbox"/> UNDER SEPARATE COVER, VIA:
<input type="checkbox"/> SHOP DRAWINGS	<input checked="" type="checkbox"/> VIA: <span style="background-color: black; color: black;">XXXXXXXXXX</span>
<input type="checkbox"/> PRINTS	<input type="checkbox"/> CHANGE ORDER
<input type="checkbox"/> SAMPLES	<input type="checkbox"/> SPECIFICATIONS
<input type="checkbox"/> COPY OF LETTER	<input type="checkbox"/> REQUEST FOR INFORMATION
<input type="checkbox"/> OTHER:	

COPIES	DATE	NO.	DESCRIPTION
1			Revised Schedule
<p>Steve, Please call so we can discuss.</p>			

<input type="checkbox"/> FOR APPROVAL	<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> RESUBMIT _____ COPIES FOR APPROVAL
<input checked="" type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> EXCEPTIONS AS NOTED	<input type="checkbox"/> SUBMIT _____ COPIES FOR DISTRIBUTION
<input type="checkbox"/> AS REQUESTED	<input type="checkbox"/> RETURNED FOR CORRECTIONS	<input type="checkbox"/> RETURN _____ CORRECTED PRINTS
<input type="checkbox"/> FOR REVIEW AND COMMENT		<input type="checkbox"/> OTHER:
<input type="checkbox"/> FOR BIDS DUB ON (DATE):		<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US

REMARKS:

.....

.....

.....

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

SIGNATURE: <b>David E. Meyers, P.E.</b>	COPY TO:
---	----------

**HUITT-ZOLLARS, INC.**

3131 McKinney Ave. • Suite 600 • Dallas, Texas 75204-2489 • (214) 871-3311 • Fax (214) 871-0757



Addison!

STEVEN Z. CHUTCHIAN, P.E.  
Assistant City Engineer  
(972) 450-2886  
(972) 450-2837 FAX  
(214) 673-2518 Mobile  
schutchian@ci.addison.tx.us E-mail

Town of Addison 16801 Westgrove Dr. P.O. Box 9010, Addison, Texas 75001-9010

---

2/6/02

SLADE -

ATTACHED IS A COPY OF A  
PROPOSAL FROM HUITT-ZOLLARS, INC.  
TO PERFORM PAVING, DRAINAGE,  
UTILITY & STREETSCAPE DESIGN  
ON SPECTRUM DRIVE. CAN YOU  
REVIEW THE STREETSCAPE PROVISION  
& FORWARD ANY COMMENTS TO ME  
AT YOUR EARLIEST CONVENIENCE!  
THANKS!

Steve C.

STEVE,  
CALL ME SO WE  
CAN DISCUSS

THANKS  
SCARPE

9-15-02

See me -

Ron Lee

Mobile 972-672-1817

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

January 25, 2002

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

**RE: Spectrum Drive-North & South Extensions  
Proposal for Professional Services**

Dear Mr. Chutchian

Huitt-Zollars is pleased to submit this proposal for professional services associated with the above referenced public improvement project located in Addison, Texas. This proposal encompasses civil engineering, surveying, landscape architecture, irrigation and traffic signal design for the project. There should be no additional tasks, services or fees required in these disciplines to complete the project as we currently understand it with the exception of a railroad crossing design to be coordinated with D.A.R.T as described later in this proposal.

This project generally consists of civil engineering, surveying and landscape architecture design for public infrastructure associated with Spectrum Drive-North and South Extensions. The limits of the work are as follows:

- North Extension - From a point approximately 85 feet north of the centerline intersection of Spectrum Drive and Morris Avenue north approximately 1,100 linear feet to Airport Parkway.
- South Extension - From railroad (D.A.R.T. right-of-way) south approximately 540 linear feet to Arapaho Road.

Plans and specifications will be produced to the standards for public infrastructure of the Town of Addison and the Addison Urban Center Development Guidelines with the intent of publicly bidding the construction work. Plans will specifically provide for paving, water, wastewater, drainage, electric ductbank, streetscape elements, planting and irrigation. It is our understanding that Huitt-Zollars will prepare one set of construction and bidding documents for the limits of work described above. In the event that the Town decides to Phase the project, a separate proposal for additional services will be prepared at that time. That is the basis for our scope and fees. Projects of this nature fall into the following major categories, any or all of which you may deem necessary for your purposes.

- I. SURVEYING
- II. CIVIL SERVICES
- III. LANDSCAPE SERVICES
- IV. GEO-TECHNICAL SERVICES
- V. RAILROAD CROSSING DESIGN
- VI. TRAFFIC SIGNAL DESIGN
- VII. REIMBURSABLE EXPENSES

**Our detailed scope is as follows:**

**I. SURVEYING**

**A. TOPOGRAPHIC SURVEY**

1. Perform the field work necessary to locate existing features within and adjacent to the proposed alignment of Spectrum Drive from Morris Avenue to Airport Parkway and from Arapaho Road to the railroad. (25 feet either side of proposed R.O.W. line of Spectrum) This will include topographic shots at key locations of change in grade, driveways, swales and other distinct features that can be used in the paving design. In addition we will locate surface features such as valves, fire hydrants, manholes and other pertinent items to be used in the generation of a topographic map to be used for design.

**B. RIGHT-OF-WAY DEDICATION DOCUMENTS**

1. Establish existing right-of-way of Spectrum Drive, Morris Avenue and Airport Parkway and prepare a right-of-way plan based on deed and plat research, and an on the ground survey of existing property corners.
2. Based on deed and plat research, survey of existing right-of-way and property corners, establish the horizontal alignment for the extension of Spectrum Drive. Based on the established alignment and after approved by the Town of Addison, we will prepare a right-of-way map and legal dedication documents including metes and bounds descriptions of Spectrum Drive right-of-way dedications (Assumes three property owners).
3. Attend necessary staff meetings, public hearings, etc.. for the processing and approval of the right-of-way dedication. Provide the Town with the required legal descriptions and exhibits for recordation in the Dallas County Deed Records.

**C. MISCELLANEOUS SURVEYING**

1. In addition to the above services our surveyors will set all centerline PC's, PT's and PI's one time for construction control. It will be the responsibility of the contractor to maintain this control. No other construction staking is anticipated under this contract.

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of \$20,000.

**II. CIVIL SERVICES**

**A. CONSTRUCTION DOCUMENTS**

1. Construction documents will be prepared to the standards of the Town of Addison and the design guidelines established for the Urban Center Zoning District. The plans will include the following elements, grouped as necessary for the various submittal and review processes:

- Cover Sheet and General Notes
- Construction Quantities (in bid/specification book)
- Horizontal Control/R.O.W. Map
- Paving Plans and Profiles
- Paving Details
- Sleeving Plan
- Drainage Area Map

*Landscape Investigation plans and details.*

- Storm Sewer Plans and Profiles
  - Storm Sewer Details
  - Water Plans and Profiles
  - Water Details
  - Wastewater Plans and Profiles
  - Wastewater Details
  - Streetscape Plans Showing Tree Locations, Light Locations, Sub-Drain System, Sidewalk Patterns, Crosswalk Details, etc.
  - Electrical Design for Pedestrian Lighting
  - Streetscape Details
  - Electric Ductbank Plans, Profiles and Details
  - Erosion Control Plan (SWPPP) and Details
2. Basic services for preparation and processing of plans also includes the following tasks:
- Prepare specifications to supplement Addison standard specifications and construction details where applicable.
  - Prepare quantity take-offs and opinions of probable construction cost at the time plans are submitted for Town review.
  - Prepare documents for advertisement and bidding.
  - Provide up to 20 bid sets and up to 10 construction sets. (These quantities are the basis for reimbursable expenses as estimated below and may be adjusted as desired with comparable adjustments in the allowance for reimbursables)
  - Necessary coordination with the Town and franchised utilities is included in the above-listed services; however, no designs or plans for construction of franchised utilities are included except for TXU electric ductbank design.

#### B. CONSTRUCTION SUPPORT

Huitt-Zollars will provide construction support services as distinguished from an on-site representative provided by the Town of Addison. The combined tasks for all personnel will be as follows:

1. Assist the Town in preparing documents for advertisement and bidding; conduct pre-bid meeting; prepare and issue addenda; evaluate bids; make recommendation for award; and assist the Town in preparation of construction contract.
2. Make periodic visits to the site (as distinguished from the continuous service of a resident Project representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services the Engineer will endeavor to protect the Town against defects and deficiencies in the work of the contractor, but engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
3. Consult and advise the Town; issue instructions to the contractor requested by the Town; and prepare and issue routine change orders with Town approval
4. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Town and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.



WE NEED TO MAKE SURE  
THIS IS THE STREETSCAPE  
PROGRAM WE WANT → NEED  
WHITEPAPER'S REVIEW & APPROVAL.

5. Obtain and review monthly and final estimates for payments to contractors, and furnish to the Town recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract documents.
6. Schedule and conduct, in conjunction with Town and Contractor, required final inspection walk-through and follow up on contractor's punch list items.
7. Compile and submit all documentation for final acceptance of public facilities, including mylar record drawings.
8. Assist Town and Contractor in locating and tagging street trees. This is limited to a maximum of 2 out of town trips.

All work is assumed to supplement the primary inspection activities of the Town of Addison and the franchised utility companies.

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of \$150,000.

### III. LANDSCAPE SERVICES

#### A. CONSTRUCTION DOCUMENTS

WHAT IS THE ESTIMATED PROJECT COST  
WHAT ABOUT SCHEMATIC CONCEPT DESIGNS  
FOR STREETSCAPE? FOR TOWN'S REVIEW & APPROVAL?

1. Construction documents will be prepared to the standards of the Town of Addison and the design guidelines established for the Urban Center Zoning District. The plans will include the following elements, grouped as necessary for the various submittal and review processes:

- Landscape Plans Showing Tree Species, Planting and Turf areas, Details and Specifications for Planting in the Public Right-Of-Way
- Irrigation Plans and Details
- ~~PAVER~~ PAVEMENT/CONCRETE DETAILS? / PEDESTRIAN LIGHTING? SITE FURNITURE

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of \$18,000.

### IV. GEO-TECHNICAL SERVICES

Huitt-Zollars will enlist the services of a qualified geo-technical engineering firm to perform the following tasks.

1. Meet with Town officials to review and identify bore locations.
2. Stake the bore hole locations in the field.
3. Obtain soil samples from bore holes for material testing. The bore holes and subsequent tests will identify the depth of the tan and gray limestone, plasticity and other properties of the soil.
4. Prepare a written report of findings including the following:
  - a) Plan of borings, boring logs, laboratory test results and water level observations.
  - b) General soil and subsurface water conditions at the boring locations.
  - c) Evaluation of the swell characteristics of the subsurface soils.
  - d) Earthwork recommendations
  - e) Guidelines for pavement design and concrete pavement sections.

Huitt-Zollars compensation for the above referenced services shall be the Hourly Not-to-Exceed amount of \$8,500.

SEEMS VERY LOW!

## **V. RAILROAD CROSSING DESIGN**

Huitt-Zollars will prepare and coordinate design plans for a railroad crossing across D.A.R.T. right-of-way. It is our understanding that this crossing will be a two track crossing for future D.A.R.T. rail lines. The plans will generally consist of the following:

- Railroad Crossing Plan
- Railroad Crossing Details

This scope also includes coordination with D.A.R.T. , the Town of Addison and other governing agencies that may have jurisdiction on the existing rail.

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of **\$8,000**.

## **VI. TRAFFIC SIGNAL DESIGN**

Huitt-Zollars will prepare a traffic signal design at the intersection of proposed Spectrum Drive and existing Arapaho Road. The plans will generally consist of the following:

- Signalization Plan – Identifying horizontal layout of signals, conduit runs, signal head placement diagrams, mast arm signing, and detector loop locations.
- Phase Diagram Plan
- Traffic signal pole, arms, heads, mast arm, transformer base controller cabinet and signal foundation details.

This scope also includes coordination with the Town of Addison and D.A.R.T. to determine proper interconnecting of signals to existing traffic signals and the D.A.R.T. rail crossing. It is assumed that traffic counts and or a traffic study will be provided to Huitt-Zollars by others.

Huitt-Zollars compensation for the above listed services shall be the Lump Sum amount of **\$10,000**.

## **VII. REIMBURSABLE EXPENSES**

Reimbursable expenses accrued through printing for distribution outside our office, photocopies, computer plotting, deliveries, travel, long distance calls, express mail, postage and similar out of pocket expenses shall be reimbursed at cost plus ten percent and are estimated to be **\$8,000**. This includes the bidding and construction sets as noted above.

### **Assumptions:**

1. Traffic control and detour plans, if required, will be provided by the contractor prior to construction activities. These plans are not included in the design fee.
2. Traffic Studies and if required are not included in this proposal.
3. Construction Support services, beyond the services noted above, are not included in this proposal but can be provided for additional compensation.
4. Franchise utility burial plans, if required, will be provided by the respective franchise companies except for the TXU duct design as noted in the scope.
5. The specifications and details necessary to construct the civil elements will be provided by note or drawing on the construction documents. Primarily the civil elements will be constructed per the North Central Texas Council of Governments (NCTCOG) specifications and details or the Town of Addison standard details.
6. There are no substantial environmental, habitat or endangered species issues with respect to this site.

7. The client will provide all submittal fees, review fees, permit fees and all other regulatory fees required for this project in advance of their need and in addition to the stated budget for reimbursable expenses.

Summary of Services and Compensation

	<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
Item I.	Surveying	Lump Sum	\$20,000.00
Item II.	Civil Services	Lump Sum	\$150,000.00
Item III.	Landscape Services	Lump Sum	\$18,000.00
Item IV.	Geo-technical Services	Hourly (Not to Exceed)	\$8,500.00
Item V.	Railroad Crossing Design	Lump Sum	\$8,000.00
Item VI.	Traffic Signal Design	Lump Sum	\$10,000.00
Item VII.	Reimbursable Expenses	Estimate	<u>\$8,000.00</u>
	<b>Total Services</b>		<b>\$222,500.00</b>

Previous experience indicates that revisions and alterations are inevitable. However, if properly tended in the design stage, revisions incurred will be considered minor and incidental to the base contract. Major alterations to the design development, construction staking, and field inspection program are, of course, beyond our control. In this event, our office will notify you in advance of approximate cost and we will proceed upon receipt of signed Work Authorization. All additional work shall be invoiced monthly and reimbursed on a "Time and Materials" basis using actual direct salary cost for the persons working on the project, times a multiplier which is an overhead factor, including profit. The general range of direct salary cost for various employees is provided on the attached schedule. Following Town approval of the plans, no changes will be made without additional compensation unless such changes are required due to our oversight.

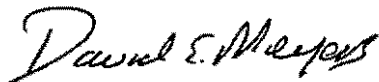

A copy of our current rate schedule is enclosed as Exhibit "A" and our standard contract provisions are enclosed as Exhibit "B". If this proposal is acceptable, please sign below, initial the exhibits and return one copy for our records.

Thank you for this opportunity to be of service.

Sincerely,

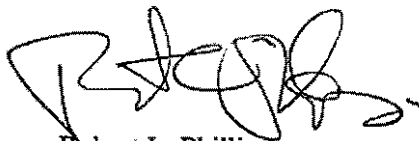
HUTTT-ZOLLARS, INC.

Accepted for TOWN OF ADDISON

  
David E. Meyers, P.E.  
Associate 

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

  
Robert L. Phillips  
Senior Vice President

\_\_\_\_\_  
Date

**DALLAS**

**HUITT-ZOLLARS, INC.  
BASIS FOR PROFESSIONAL FEES AND CHARGES  
April 1, 2000**

Projects indicated to be performed on a "Time and Materials" basis will be invoiced monthly using actual direct salary cost for the persons working on the project times a multiplier which is an overhead factor, including profit. The current year multiplier is 2.44. The general ranges of direct salary cost for various employees are as follows:

Senior Officer, Principal	\$55.00 to \$110.00
Architect/Engineer VII, VIII, Officer	\$35.00 to \$ 70.00
Architect/Engineer IV, V, VI	\$25.00 to \$ 50.00
Architect/Engineer I, II, III	\$21.00 to \$ 45.00
Designer I through Design Manager	\$21.00 to \$ 45.00
CADD Tech I through Supervisor	\$10.00 to \$ 35.00
Project Support: Includes Clerical, Computer Systems, Document Control, and Accounting Support	\$ 7.00 to \$ 28.00

**SURVEY CREWS WILL BE INVOICED ON AN HOURLY RATE BASIS:**

1 Person Robotic Total Station Crew	\$75.00
2 Person Total Station Crew	\$95.00
3 Person Total Station Crew	\$115.00
4 Person Total Station Crew	\$135.00
1 Person GPS Crew	\$140.00
2 Person GPS Crew	\$160.00
3 Person GPS Crew	\$185.00

**HOURLY BILLING RATES  
EXPERT WITNESS**

Testimony	\$260.00
Standby	\$130.00
Preparation	\$130.00

**REIMBURSABLE EXPENSES WILL BE INVOICED AS FOLLOWS:**

In House Blue Prints	\$ 0.20/sheet
In House Photocopies	\$ 0.10/page
Outside Services	Cost + 10%
Mileage	\$ 0.325/mile

Client Int. \_\_\_\_\_

**HUETT-ZOLLARS, INC.**  
**TERMS AND CONDITIONS**

**"EXHIBIT B"**

**1. AUTHORIZATION FOR WORK TO PROCEED**  
Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the WORK AUTHORIZATION/AGREEMENT.

**2. COST ESTIMATES FOR PROPOSED CONSTRUCTION**  
Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

**3. STANDARD OF PRACTICE**  
Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. SALES TAXES**  
All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

**5. BILLING AND PAYMENT**  
The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill

in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

**6. LIMITATION OF LIABILITY**  
In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

**7. CONSEQUENTIAL DAMAGES**  
The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**8. TERMINATION**  
In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

**9. ADDITIONAL SERVICES**  
Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

**IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.**

Client Int. \_\_\_\_\_

**SPECTRUM DRIVE-NORTH EXTENSION**

**COMPLETION SCHEDULE**

	<b>DATE</b>
Notice to Proceed	March 1, 2002
Preliminary Meeting with City	March 4, 2002
Begin Field Surveys	March 4, 2002
Complete Field Surveys	March 22, 2002
Preliminary meeting with D.A.R.T.	March 25, 2002
Submit Preliminary Plans to City and D.A.R.T. for Review	May 31, 2002
Receive Review Comments from City and D.A.R.T.	June 21, 2002
Complete Final Plans	July 24, 2002
City Final Review Comments	August 9, 2002
Advertise Project	August 15, 2002
Receive Bid	September 9, 2002
Award Construction Contract	September 24, 2002
Notice to Proceed (Construction)	October 1, 2002
Construction	October 2002 thru March 2003

OPINION OF PROBABLE CONSTRUCTION COST		HUITT-ZOLLARS, INC.						
PROJECT: SPECTRUM DRIVE EXTENSION		JOB NO.		25-Jan-02				
CLIENT: TOWN OF ADDISON		DATE:						
ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	SPECTRUM DR. Aropoho to R.R. 540 LF	TOTAL QUANTITY	AMOUNT
<b>SUMMARY</b>								
PAVING IMPROVEMENTS			\$134,260	\$129,705	\$180,197	\$227,596		\$671,758
STREETSCAPE IMPROVEMENTS			\$161,134	\$160,036	\$231,552	\$270,632		\$823,354
DRAINAGE IMPROVEMENTS			\$14,100	\$47,677	\$88,456	\$146,654		\$296,886
WASTEWATER IMPROVEMENTS			\$11,876	\$21,550	\$30,476	\$0		\$63,912
WATER IMPROVEMENTS			\$56,688	\$77,295	\$94,906	\$68,236		\$297,123
ELECTRICAL IMPROVEMENTS			\$12,960	\$67,020	\$89,700	\$117,960		\$287,640
COMMUNICATION AND GAS IMPROVEMENTS			\$31,365	\$21,420	\$35,037	\$39,168		\$126,990
RAILROAD CROSSING						\$50,000		\$50,000
TRAFFIC SIGNALS						\$50,000		\$50,000
<b>SUBTOTAL</b>			\$422,382	\$524,713	\$750,324	\$970,244		\$2,667,663
<b>CONTINGENCIES (15%)</b>			\$63,357	\$78,707	\$112,549	\$145,537		\$400,149
<b>TOTAL</b>			\$485,739	\$603,420	\$862,872	\$1,115,781		\$3,067,812

NOTES:

1. Bids for unit prices at Addison Circle Phase 2B plus 10%.
2. Streetscape section west side of Airport north of R-1 is a 5' gross pathway with street trees and 5' concrete sidewalk

**OPINION OF PROBABLE CONSTRUCTION COST  
PROJECT: SPECTRUM DRIVE EXTENSION**

**CLIENT: TOWN OF ADDISON**

HUIT-ZOLLARS, INC.  
JOB NO.  
DATE: 25-Jan-02

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	SPECTRUM DR. Arapaho to R.R. 540 LF	TOTAL QUANTITY	AMOUNT
<b>PAVING IMPROVEMENTS</b>								
MOBILIZATION	LS	\$20,000.00	0.22	0.19	0.26	0.33	1.00	\$20,000
UNCLASSIFIED STREET EXCAVATION	CY	\$9.00	1100	880	1320	3200	6500.00	\$58,500
FULL DEPTH SAWCUT EXIST. CONCRETE	LF	\$3.00	200			200	400.00	\$1,200
REM. & DISPOSE OF EXIST. CONC. PAVEMENT	SY	\$15.70	20			20	40.00	\$628
REM. & DISPOSE OF EXIST. 4" CONC. SIDEWALK	SY	\$10.00	8			8	16.00	\$160
6" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$30.00		75	75		150.00	\$4,500
6" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$35.00		75	75		150.00	\$5,250
8" THICK 650 PSI FLEX REINF. CONC. PAVEMENT	SY	\$37.00	1650	1380	2070	2400	7500.00	\$277,500
8" THICK 650 PSI FLEX REINF. CONC. DROP SLAB (STREET)	SY	\$44.00	100	100	100	200	500.00	\$22,000
6" THICK LIME STAB. SUBGRADE	SY	\$4.80	1830	1524	2286	2715	8355.00	\$40,104
HYDRATED LIME (33 LBS/SY)	TON	\$130.00	30.2	25.1	37.7	44.8	137.80	\$17,914
6" 650 PSI FLEX REINF. CONC. INTEGRAL CURB	LF	\$3.10	700	1460	1040	1040	4240.00	\$13,144
6" 650 PSI FLEX REINF. CONC. DRIVE W/WO DROP SLAB	SY	\$34.00	50	25	25	50	150.00	\$5,100
REINF. CONC. STREET HEADER	LF	\$6.00	105		75	105	285.00	\$1,710
LONGITUDINAL BUTT JOINT	LF	\$5.50	105		75	105	285.00	\$1,568
FURNISH VEHICULAR BRICK PAVER, DELIVERED TO SITE	SF	\$3.70	900	1575	1575	1800	5850.00	\$21,645
FURNISH & INST. BEDDING MAT. & INST. VEHICULAR BRICK	SF	\$2.70	900	1575	1575	1800	5850.00	\$15,795
4" 3000 PSI COMPRESSIVE REINF. CONC. SIDEWALK	SF	\$4.00	1810	144	216	120	2290.00	\$9,160
4" 3000 PSI COMPRESSIVE REINF. CONC. SUBBASE (SIDEWALK)	SF	\$4.00	3420	5760	8640	10440	28260.00	\$113,040
STREET AND TRAFFIC CONTROL SIGNS	EA	\$340.00	4	5	7	8	24.00	\$8,160
STREET NAME SIGN AND MOUNTING HARDWARE	EA	\$490.00	1	1	1	1	4.00	\$1,960
STREET SIGN POST, FOUNDATION, MOUNTING HARDWARE	EA	\$320.00	5	5	7	9	26.00	\$8,320
24" THERMOPLASTIC STOP LINE	LF	\$30.00	25			50	75.00	\$2,250
TRAFFIC BUTTONS	EA	\$4.00	112	94	140	166	512.00	\$2,048
STREET BARRICADE	LF	\$34.00				2	3.00	\$102
BARRICADING, SIGNING AND TRAFFIC CONTROL	LS	\$10,000.00	0.22	0.19	0.26	0.33	1.00	\$10,000
MISC. DEMOLITION	LS	\$10,000.00	0.22	0.19	0.26	0.33	1.00	\$10,000
<b>PAVING SUBTOTAL</b>			\$ 134,260	\$ 129,705	\$ 180,197	\$ 227,596		\$ 671,758



OPINION OF PROBABLE CONSTRUCTION COST		HUIT-ZOLLARS, INC.						
PROJECT: SPECTRUM DRIVE EXTENSION		JOB NO.	25-Jan-02					
CLIENT: TOWN OF ADDISON		DATE:						
ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	SPECTRUM DR. APACHE TO R.R. 540 LF	TOTAL QUANTITY	AMOUNT
<b>STREETSCAPE IMPROVEMENTS</b>								
IRRIGATION SYSTEM INCL. POWER FOR CONTROLLERS	LF	\$15.00	700	584	876	1040	3200.00	\$48,000
TREE FENCE	LF	\$23.00	442	748	1088	1292	3570.00	\$82,110
4" PVC SCH. 40 PERFORATED DRAIN SYSTEM	LF	\$22.00	700	584	876	1040	3200.00	\$70,400
BENCH	EA	\$1,800.00	4	3	5	4	16.00	\$28,800
BIKE RACK	EA	\$600.00					0.00	\$0
TRASH RECEPTACLE	EA	\$1,000.00	2	2	2	2	8.00	\$8,000
200 GAL. TREE	EA	\$1,650.00	26	22	32	38	118.00	\$194,700
100 GAL. TREE	EA	\$800.00					0.00	\$0
PLANTING ALLOWANCE (TREE WELLS)	SF	\$4.80	780	1296	1944	2280	6300.00	\$28,350
HYDROMULCH	SF	\$0.40	14000	11680	17520	20800	64000.00	\$25,600
PEDESTRIAN STREET LIGHT FOUNDATION AND CAP	EA	\$625.00	10	8	12	12	42.00	\$26,250
HANGING LIGHT FOUNDATION POLE	EA	\$1,000.00					0.00	\$0
HANGING LIGHT POLE	EA	\$2,500.00					0.00	\$0
BEGA POLE WITH SINGLE LUMINAIRE	EA	\$3,100.00	7	5	10	10	32.00	\$99,200
BEGA POLE WITH DOUBLE LUMINAIRE	EA	\$4,400.00	3	3	2	2	10.00	\$44,000
HANGING LIGHT LUMINAIRE	EA	\$1,000.00					0.00	\$0
STREET LIGHT CONDUIT	LF	\$4.00	700	584	876	1040	3200.00	\$12,800
STREET LIGHT PULL BOX	EA	\$340.00	4	6	4	4	20.00	\$6,800
STREET LIGHT CONDUCTOR (Multiple Runs)	LF	\$5.00	700	584	876	1040	3200.00	\$16,000
BOLLARDS	EA	\$400.00				20	20.00	\$8,000
FURNISH GLEN GERY PEDESTRIAN BRICK	SF	\$2.80	3420	5760	8640	10440	28260.00	\$79,128
FURNISH BEDDING MATERIALS AND PLACE PED. BRICK	SF	\$1.60	3420	5760	8640	10440	28260.00	\$45,216
<b>STREETSCAPE SUBTOTAL</b>			\$ 161,134	\$ 160,036	\$ 231,552	\$ 270,632		\$ 823,354

**OPINION OF PROBABLE CONSTRUCTION COST**  
**PROJECT: SPECTRUM DRIVE EXTENSION**

HUIT-ZOLLARS, INC.  
 JOB NO.  
 DATE: 25-Jan-02

**CLIENT: TOWN OF ADDISON**

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	SPECTRUM DR. Apache to R.R. 540 LF	TOTAL QUANTITY	AMOUNT
<b>DRAINAGE IMPROVEMENTS</b>								
18" CL. III RCP, INCLUDING EMBEDMENT	LF	\$59.40	50	40	40		130.00	\$7,722
21" CL. III RCP, INCLUDING EMBEDMENT	LF	\$62.70	40	30	30		100.00	\$6,270
24" CL. III RCP, INCLUDING EMBEDMENT	LF	\$68.20		60	60	60	120.00	\$8,184
27" CL. III RCP, INCLUDING EMBEDMENT	LF	\$73.00		240			240.00	\$17,520
30" CL. III RCP, INCLUDING EMBEDMENT	LF	\$92.00			40		40.00	\$3,680
36" CL. III RCP, INCLUDING EMBEDMENT	LF	\$105.00			50		50.00	\$5,250
39" CL. III RCP, INCLUDING EMBEDMENT	LF	\$114.00					0.00	\$0
42" CL. III RCP, INCLUDING EMBEDMENT	LF	\$130.00			400	800	1200.00	\$156,000
60" CL. III RCP, INCLUDING EMBEDMENT	LF	\$130.00				60	60.00	\$7,800
JUNCTION STRUCTURE	LS	\$10,000.00				1	1.00	\$10,000
REMOVE & DISPOSE OF EXIST. INLET	EA	\$600.00					0.00	\$0
6' MOD. REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)	EA	\$2,500.00		2	2	2	6.00	\$15,000
10' REC. CURB INLET W/ REC. TOP FOR BRICK (EXTRA DEPTH)	EA	\$3,600.00		2	2		4.00	\$14,400
STORMWATER MANHOLE	EA	\$3,850.00		1	1	1	3.00	\$11,550
RCP 60 DEGREE FACTORY WYE CONNECTION	EA	\$330.00	2	3		2	10.00	\$3,300
PIPE TO STRUCTURE CONNECTION	EA	\$440.00		1	1	2	4.00	\$1,760
PRECAST CONCRETE PLUG	EA	\$120.00		1	1		2.00	\$240
INLET PROTECTION	EA	\$275.00	2	4		2	12.00	\$3,300
SILT FENCE	LF	\$2.20	350	300	430	500	1580.00	\$3,476
STABILIZED CONSTRUCTION ENTRANCE	SY	\$20.00	200				200.00	\$4,000
TRENCH SAFETY DESIGN FOR ALL UTILITIES	LS	\$550.00	0.22	0.19	0.26	0.33	1.00	\$550
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	90	370	560	400	1420.00	\$1,562
2" PVC SLEEVE	LF	\$4.40	280	220	330	550	1380.00	\$6,072
4" PVC SLEEVE	LF	\$5.20	140	110	170	280	700.00	\$3,640
6" PVC SLEEVE	LF	\$6.60	70	60	80	140	350.00	\$2,310
5' x 5' TYPE 'Y' INLET	EA	\$3,300.00				1	1.00	\$3,300
<b>DRAINAGE SUBTOTAL</b>			\$ 14,100	\$ 47,677	\$ 88,456	\$ 146,654	47676.50	\$296,886

**OPINION OF PROBABLE CONSTRUCTION COST  
PROJECT: SPECTRUM DRIVE EXTENSION**

HUITZ-ZOLLARS, INC.  
JOB NO.  
DATE: 25-Jan-02

**CLIENT: TOWN OF ADDISON**

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT PKWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	SPECTRUM DR. ATAPACHO TO R.R. 540 LF	TOTAL QUANTITY	AMOUNT
<b>WASTEWATER IMPROVEMENTS</b>								
8" SDR 26 PVC WASTEWATER LINE INCLUDING EMBEDMENT	LF	\$41.00	180	300	430		910.00	\$37,310
6" SDR 35 PVC WW LAT. W/ 2-WAY C.O. & CAST IRON LID	EA	\$1,650.00	2		4		8.00	\$13,200
5" DIA. WASTEWATER MANHOLE	EA	\$4,500.00		1	1		2.00	\$9,000
TV INSPECTION	LF	\$1.10	180	300	430		910.00	\$1,001
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	180	300	430		910.00	\$1,001
CONCRETE ENCASEMENT	LF	\$40.00	20	20	20		60.00	\$2,400
<b>WASTEWATER SUBTOTAL</b>			\$ 11,876	\$ 21,560	\$ 30,476	\$ -		\$ 63,912

**WATER IMPROVEMENTS**

CONCRETE BLOCKING	CY	\$275.00	0.5	0.5	0.5		2.00	\$550
D.I. CL. 250 IRON FITTINGS	TON	\$3,300.00	0.1	0.1	0.1		0.40	\$1,320
6" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$21.00	140	130	190		600.00	\$12,600
8" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$23.00		80	130		210.00	\$4,830
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, INCL. EMBED	LF	\$33.00	350	300	430		1480.00	\$48,840
12" DIA. PVC AWWA C900, DR 18, CL. 150 WATER PIPE, Incl. Encasement Pipe, By Bore	LF	\$100.00		4	6		18.00	\$12,870
6" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$715.00		4	2		6.00	\$4,290
8" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$825.00		1	2		3.00	\$2,475
12" DIA. RESILIENT SEAT GATE VALVE/BOX	EA	\$1,560.00		2	4		6.00	\$9,360
FIRE HYDRANT	EA	\$1,540.00		2	3		5.00	\$7,700
CONN. TO EXIST. WATER MAIN (ALL SIZES)	EA	\$880.00		1	1		2.00	\$1,760
1.5" WATER SERVICE, CHECK VALVE, BOXES, METER	EA	\$2,100.00		2	4		6.00	\$12,600
2" DOMESTIC SERVICE, METER, BOXES, CHECK VALVE	EA	\$2,800.00					0.00	\$0
4" DOMESTIC SERVICE, METER, BOX	EA	\$11,700.00		1	2		3.00	\$35,100
6" FIRE LINE, CHECK VALVE, BOX, METER	EA	\$11,300.00		1	2		3.00	\$33,900
12" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$4,000.00		1			1.00	\$4,000
24" X 8" TAPPING SLEEVE VALVE/BOX	EA	\$4,500.00					0.00	\$0
TRENCH SAFETY FOR CONSTRUCTION	LF	\$1.10	350	300	430		1480.00	\$1,628
WATER TEST	LS	\$750.00	0.22	0.19	0.26		1.00	\$750
CONCRETE ENCASEMENT	LF	\$44.00	30	30	30		90.00	\$3,960
<b>WATER SUBTOTAL</b>			\$ 56,688	\$ 77,295	\$ 94,906	\$ 68,235		\$ 297,123

**OPINION OF PROBABLE CONSTRUCTION COST  
PROJECT: SPECTRUM DRIVE EXTENSION**

**CLIENT: TOWN OF ADDISON**

HUITT-ZOLLARS, INC.  
JOB NO.  
DATE: 25-Jan-02

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT HWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	SPECTRUM DR. Arapaho to R.R. 540 LF	TOTAL QUANTITY	AMOUNT
<b>ELECTRICAL IMPROVEMENTS</b>								
4E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$90.00	80	40	80	80	280.00	\$25,200
6E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$110.00					0.00	\$0
8E6 CONC. ENCASED DUCTBANK, 6" DIA. TYPE DB PVC CONDUIT	LF	\$140.00		300	430	520	1250.00	\$175,000
TUE STANDARD 3-WAY MANHOLE	EA	\$16,100.00		1	1	2	4.00	\$64,400
TUE STANDARD PRECAST DEEP WELL 25 KV SWITCH PAD	EA	\$2,000.00	2	2	2	2	8.00	\$16,000
6" DIA. TYPE DB PVC 90 DEG. SWEEPS, 36"	EA	\$110.00	16	12	20	16	64.00	\$7,040
<b>ELECTRICAL SUBTOTAL</b>			\$ 12,960	\$ 67,020	\$ 89,700	\$ 117,960		\$ 287,640

ITEM	UNIT	UNIT PRICE	SPECTRUM DR. R-1 TO AIRPORT HWY. 350 LF	SPECTRUM DR. R-2 TO R-1 300 LF	SPECTRUM DR. MORRIS TO R-2 430 LF	SPECTRUM DR. Arapaho to R.R. 540 LF	TOTAL QUANTITY	AMOUNT
<b>COMMUNICATION AND GAS</b>								
COMMUNICATION DUCT (INCLUDING INNERDUCT)	LF	\$30.60	350	300	430	520	1600.00	\$48,960
COMMUNICATION MANHOLES	EA	\$7,650.00	2	1	2	2	7.00	\$53,550
GAS MAIN	LF	\$15.30	350	300	430	520	1600.00	\$24,480
<b>COMMUNICATION AND GAS SUB-TOTAL</b>			\$ 31,365	\$ 21,420	\$ 35,037	\$ 39,168	21420.00	\$ 126,990



Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000  
FAX (972) 450-7043

April 30, 2003

Mr. Robert Shaw  
The Staubach Company  
15601 Dallas Parkway, Suite 500  
Addison, TX 75001

RE: Sidewalk easement for the extension of Spectrum Drive

Dear Mr. Shaw:

Please find enclosed a copy of the recorded sidewalk easement for the extension of Spectrum Drive for your files. We appreciate your cooperation in granting this easement to the Town.

We hope to begin construction in the fall of this year and have Spectrum completed in the summer of 2004.

Sincerely,

Carmen Moran  
Director of Development Services

ENCLOSURE: 1

Steve,  
The filed original  
in our office with  
easements.

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

April 9, 2003  
*Revised April 30, 2003*

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

**RE: Spectrum Drive-North & South Extensions  
Contract Amendment**

Dear Mr. Chutchian

Pursuant to our meeting on March 26, 2003, Huitt-Zollars is providing this contract amendment for additional services associated with the drainage design along the north side of the Millennium Tower development.

Huitt-Zollars will perform the following tasks pursuant to the design of additional drainage culverts to transmit storm run-off from the Spectrum Drive system to the box culvert approximately 700 feet east of Spectrum Drive.

**A. Topographic Survey**

1. Perform the field work necessary to locate existing features within and adjacent to the proposed alignment of the storm sewer across the north side of the Millennium Tower development. This will encompass an approximate 50 foot wide by 700 foot long area along the existing fire lane on the north side of the Millennium development. This will include topographic shots at key locations of change in grade, swales and other distinct features that can be used in the design. In addition we will locate surface features such as valves, fire hydrants, manholes and other pertinent items to be used in the generation of a topographic map to be used for design.

**B. Easement Documents**

1. Establish existing property line for the Millennium development based on deed and plat research, and an on the ground survey of existing property corners.
2. Based on deed and plat research and survey of existing property corners, establish the horizontal alignment for the proposed drainage system. Based on the established alignment and after approved by the Town of Addison, we will prepare easement documents for the dedication of a permanent drainage easement from the existing property owner to the Town of Addison. This will include legal descriptions and associated exhibits for each individual parcel including metes and bounds descriptions (Assumes two property owners).
3. Attend necessary staff meetings, public hearings, etc.. for the processing and approval of the drainage easements. Provide the Town with the required legal descriptions and exhibits for recordation in the Dallas County Deed Records.
4. In the event that there are more than two property owners, Huitt-Zollars will provide required legal descriptions and exhibits for the additional property owners on an hourly rate basis. In addition, Huitt-Zollars will provide revised descriptions and maps, as required, to accommodate changes in ownership during the design phase. This task item is subject to situations beyond our control and therefore must be addressed on an hourly basis with an initial budget allowance.

**C. Civil Design**

1. Prepare Plan and Profile Construction drawings for the installation of approximately 700 LF of storm sewer from proposed Spectrum Drive east to an existing drainage structure.
2. Prepare a paving removal and replacement plan for the existing fire lane for the limits of the proposed storm sewer.
3. Incorporate the specifications and bid quantities into the Spectrum Drive plans for the purposes of publicly bidding the improvements.

Summary of Services and Compensation

	<u>Description</u>	<u>Fee Basis</u>	<u>Amount</u>
A.	Topographic Survey	Lump Sum	\$2,500.00
B.	Easement Documents	Lump Sum	\$3,000.00
C.	Civil Design	Lump Sum	<u>\$10,000.00</u>
	<b>Total Services</b>		<b>\$15,500.00</b>

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this proposal.

**1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

**2. COST ESTIMATES FOR PROPOSED CONSTRUCTION**

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

**3. STANDARD OF PRACTICE**

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. SALES TAXES**

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

**5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion

of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

**6. LIMITATION OF LIABILITY**

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

**7. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**8. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

**9. ADDITIONAL SERVICES**

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

**IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.**



AUTHORIZATION

If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Basis for Professional Fees and Charges" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

HUITT-ZOLLARS, INC.



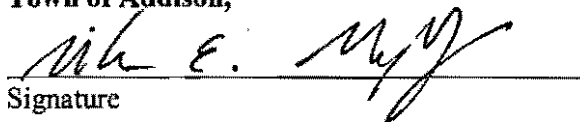
David E. Meyers, PE  
Associate



Robert L. Phillips  
Senior Vice-President

Accepted for:

Town of Addison,

  
Signature

MICHAEL E. MURPHY  
Printed name and title

5/5/03  
Date

**BASIS FOR PROFESSIONAL FEES AND CHARGES**  
**Huitt-Zollars, Inc., Dallas, TX**  
**September 1, 2002**

Projects indicated to be performed on a "Time and Materials" basis will be invoiced monthly using actual direct salary cost for the persons working on the project times a multiplier which is an overhead factor, including profit. The current year multiplier is 2.44. The general ranges of direct salary cost for various employees are as follows:

Senior Officer, Principal	\$55.00 to \$110.00
Architect/Engineer VII, VIII, Officer	\$35.00 to \$ 70.00
Architect/Engineer IV, V, VI	\$25.00 to \$ 50.00
Architect/Engineer I, II, III	\$21.00 to \$ 45.00
Designer I through Designer Manager	\$21.00 to \$ 45.00
CADD Tech I through Supervisor	\$10.00 to \$ 35.00
Project Support: Includes Clerical, Computer Systems, Document Control and Accounting Support	\$ 7.00 to \$ 28.00

**SURVEY CREWS WILL BE INVOICED ON AN HOURLY RATE BASIS:**

1 Person Crew	\$ 75.00
2 Person Crew	\$105.00
3 Person Crew	\$125.00
4 Person Crew	\$145.00
1 Person GPS Crew	\$140.00
2 Person GPS Crew	\$160.00
3 Person GPS Crew	\$185.00

**REIMBURSABLE EXPENSES WILL BE INVOICED AS FOLLOWS:**

Outside Services	Cost + 10%
Mileage	\$ 0.365/mile

Client Initial \_\_\_\_\_

**Steve Chutchian**

---

**From:** Carmen Moran  
**Sent:** Sunday, March 16, 2003 1:52 PM  
**To:** Steve Chutchian  
**Subject:** FW: Sidewalk easement and right-of-way

-----Original Message-----

**From:** Doug.Gray@postproperties.com [mailto:Doug.Gray@postproperties.com]  
**Sent:** Monday, March 10, 2003 4:38 PM  
**To:** cmoran@ci.addison.tx.us  
**Subject:** Sidewalk easement and right-of-way

Carmen,

I have given your package to our legal department. We are going to confirm that this request is OK from a legal standpoint, and also check with Beazer Homes (the prospective purchaser) to make sure it doesn't affect their plans. We hope to have a response to you by end of March, and hopefully sooner.

Hope you're doing well.

Doug

JIM - WHAT DO YOU THINK?

Steve C.

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. - 3131 McKinney Avenue - Suite 600 - Dallas, TX 75204-2489  
Phone 214.871.3311 - Fax 214.871.0757 - huitt-zollars.com

## Fax Transmittal

Date: July 9, '03 HZI Job No.: 01-3253-01 Number of Pages: 3

TO: STEVE CAUTEHAN

FIRM: TOWN OF ADDISON - ENGINEERING

FAX NUMBER: 972-450-2937

FROM: SERGIO GARZA of Huitt-Zollars, Inc.

NOTES/COMMENTS: RE: SPECTRUM DRIVE EXTENSION

• WILL THIS ADDRESS YOUR CONCERN REGARDING STORM WATER BEING CAPTURED AT THE INLETS CENTERED AT THE ISLANDS. PLEASE ROUTE THIS THRU JIM PEARCE + DAVE WILDE FOR THEIR REVIEW + LET ME KNOW IF THIS IS OK.

Looks OK to me. Is this "typical" along the street?  
jg

SERGIO GARZA  
214-871-3311 EXT. 1252  
e-mail - garza@huitt-zollars.com

### Confidentiality Notice

The document accompanying this telecopy transmission contains confidential information, belonging to the sender, that is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of the this information is strictly prohibited. If you have received this telecopy in error, Please notify us by telephone immediately to arrange for the return of the original document to us.

Fax Sent By: SERGIO Time: 11:12 Date: 7-9-03

# FUTURE DEVELOPMENT

~~0+07 LAT. 'L-9' =~~

~~PAV. STA. 20+46; 13.5' LT.~~

~~CONST. 6' INLET~~

~~TC 614.60~~

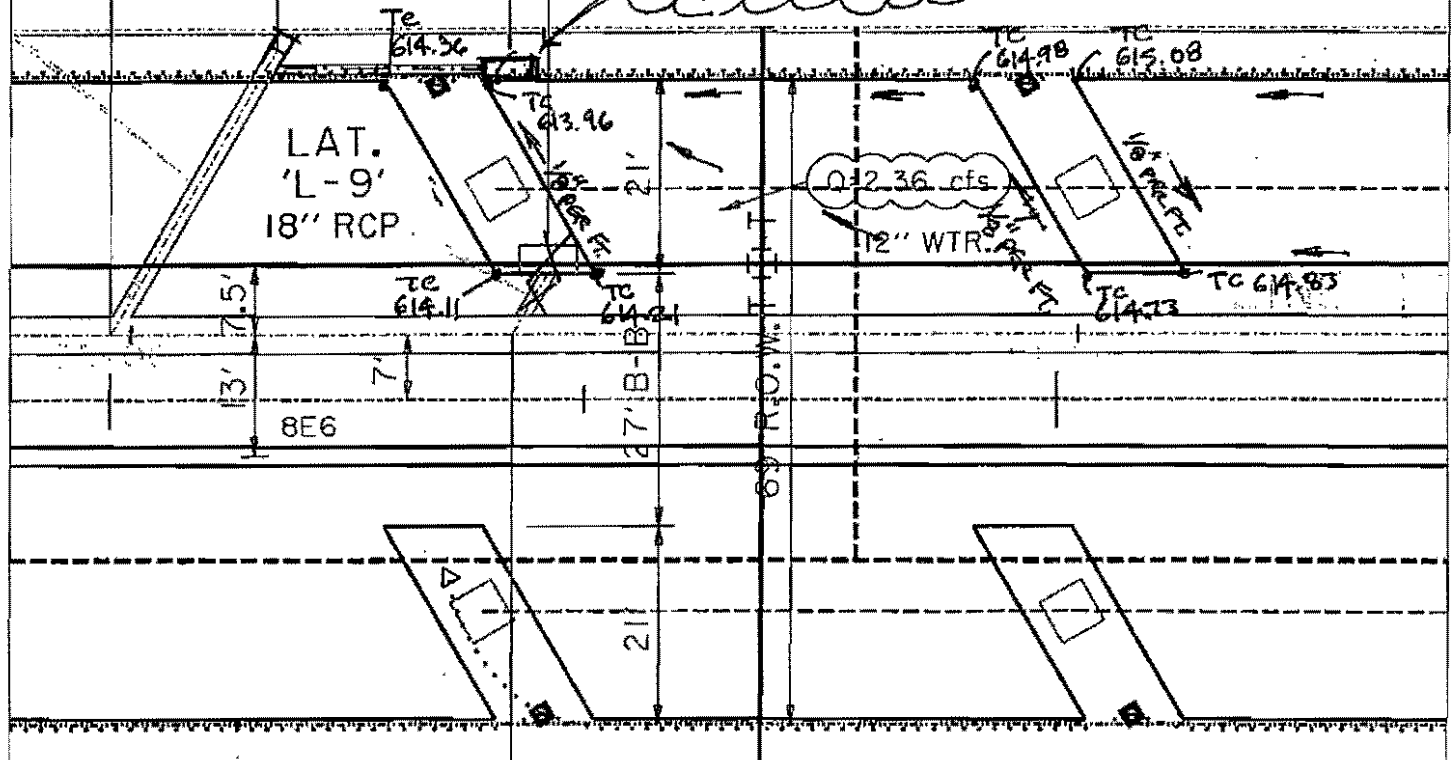
~~FL 610.60~~

CONST 6' INLET

TC 613.96

FL 609.96

MOVE PROPOSED INLET HERE



BED WIRE FENCE

35.87' RT.

DEVELOPMENT

7+40 LINE 'L' =

0+00 LAT. 'L-9' =

PAV. STA. 20+42.41; 7' LT.

60° FACT. WYE

5+95 LINE 'L'=  
 0+00 LAT. 'L-7'=  
 PAV. STA. 18+97.59; 7' LT.  
 60° FACT. WYE

6+19 LINE 'L'=  
 0+00 LAT. 'L-8'=  
 PAV. STA. 19+21.70; 7' LT.  
 60° FACT. WYE

LAT. 'L-8A'  
 18" RCP

12" WTR.

42" RCP

8E6

SPECTRUM DRIVE

LAT. 'L-7'  
 18" RCP

Q=2.44 cfs

8" WW

LAT. 'L-8'  
 21" RCP

Q=14.55 cfs

1.92%  
 Slope

BARBED WIRE

RELOCATE INLET  
 HERE

Proposed

0+24 LAT. 'L-7'=  
 PAV. STA. 19+09; 13.5' RT.  
 CONST. 6' INLET  
 TC 612.79  
 FL 608.79

CONST. 6' INLET  
 TC 612.59  
 FL 608.59

0+50 LAT. 'L-8'=  
 PAV. STA. 19+46.44; 35.87' RT  
 END & PLUG 21" RCP

FUTURE DEVELOPMENT

DATE

**SPECTRUM DRIVE  
DRAINAGE EASEMENT EXHIBIT  
LAND DESCRIPTION  
PARCEL 7**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of a 3.5343 acres of land platted as Millennium Phase II, an addition to the Town of Addison, Texas as recorded in Volume 98221, Page 00022 of the Deed Records of Dallas County, Texas and also being a portion of Tract 1 described in instrument to CMA LAND, L.L.C., a Georgia limited liability company as recorded in Volume 2002176, Page 13545 of the Deed Records of Dallas County, Texas and re-filed in Volume 2003029, Page 00781 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

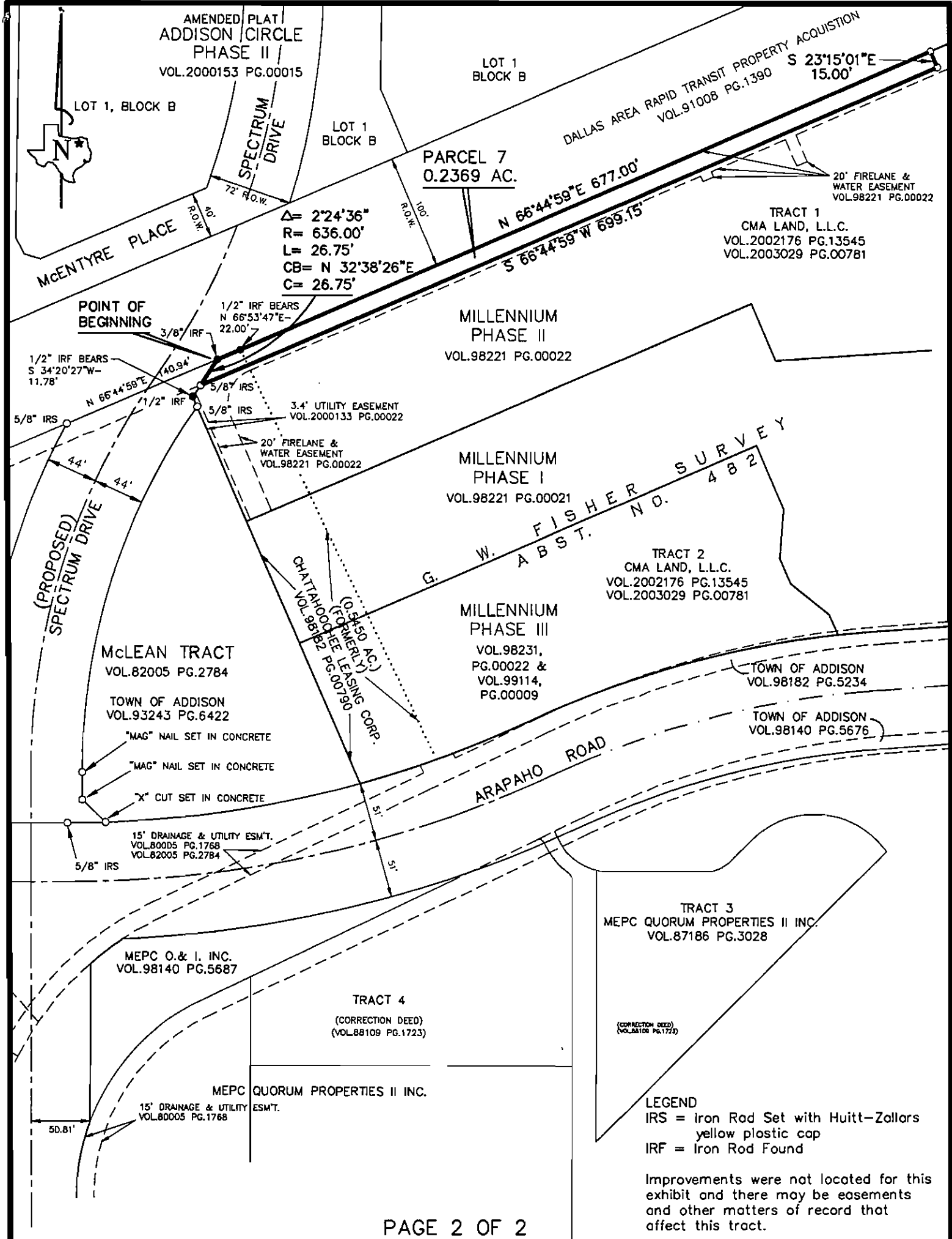
BEGINNING at a 3/8 inch iron rod found at the northwest corner of said Millennium Phase II, said point being on the southeasterly line of Dallas Area Rapid Transit Property Acquisition (100 foot wide right-of-way at this point, hereinafter called "DART right-of-way" as recorded in Volume 91008, Page 1390, Deed Records, Dallas County, Texas), from which a 1/2 inch iron rod found for the northeast corner of the McLean Tract, a 9.645 acre addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas bears North 66 degrees 53 minutes 47 seconds East at a distance of 22.00 feet;

THENCE North 66 degrees 44 minutes 59 seconds East along the southeasterly DART right-of-way line and northwesterly line of said Millennium Phase II a distance of 677.00 feet to a point for a corner;

THENCE South 23 degrees 15 minutes 01 second East departing the northwesterly line of said Millennium Phase II a distance of 15.00 feet to a point for a corner;

THENCE South 66 degrees 44 minutes 59 seconds West parallel with the northwesterly line of said Millennium Phase II a distance of 699.15 feet to a point for a corner on a westerly line of said Millennium Phase II from which a 1/2 inch iron rod found for a westerly corner of said Millennium Phase II bears South 34 degrees 20 minutes 27 seconds West at a distance of 11.78 feet, said point being the beginning of a non-tangent curve to the left having a central angle of 2 degrees 24 minutes 36 seconds, a radius of 636.00 feet and being subtended by a 26.75 foot chord bearing North 32 degrees 38 minutes 26 seconds East;

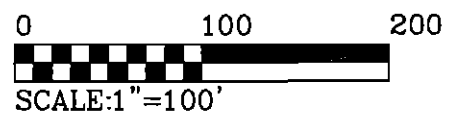
THENCE northerly along said curve to the left an arc distance of 26.75 feet to the POINT OF BEGINNING and containing 0.2369 of an acre of land, more or less.



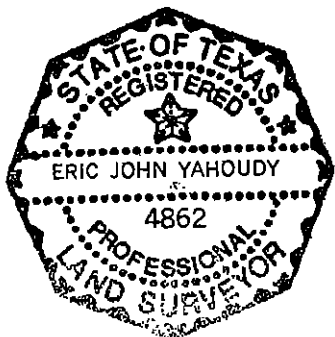
PAGE 2 OF 2

**LEGEND**  
 IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
 IRF = Iron Rod Found

Improvements were not located for this exhibit and there may be easements and other matters of record that affect this tract.



**BASIS OF BEARINGS:**  
 The monuments found as called for on the amended plat of Addison Circle Phase II, on addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on July 10, 2003 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

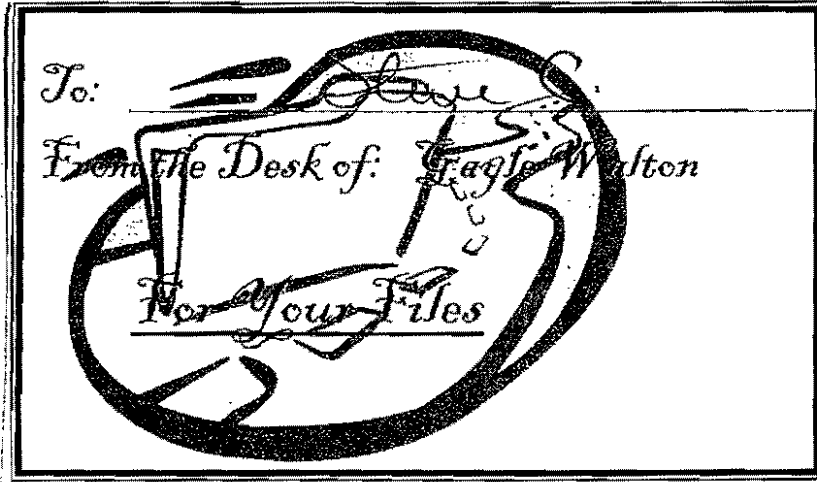
*Eric J. Yahoudy* 7-11-03  
 Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862

**HUITT-ZOLLARS**  
 Huitt-Zollars, Inc. Dallas  
 3131 McKinney Avenue, Suite 600  
 Dallas, Texas 75204-2489  
 Phone (214) 871-3311 Fax (214) 871-0757

**SPECTRUM DRIVE  
 DRAINAGE EASEMENT EXHIBIT  
 TOWN OF ADDISON, TEXAS**

Prepared For: TOWN OF ADDISON  
 16801 Westgrove Dr., Addison, TX 75001  
**EXHIBIT PARCEL NO. 7**  
 OWNER: CMA LAND, L.L.C.  
 AREA: 0.2369 AC. DATE: 7/10/2003





To:

[Signature]

From the Desk of: Gracie Walton

For Your Files

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 6, 2004

Ms. Carmen Moran  
City Secretary  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcels 5 and 5A, Spectrum Drive Right-of-Way Project**

Dear Carmen:

Enclosed for the Town's file is the original recorded Correction Special Warranty Deed for the above-referenced property. I have forwarded a copy to Dayna Boone with Post Services. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/Enc.): Mr. Steve Chutchian  
(w/o Enc.) Mr. Kenneth C. Dippel

# COWLES & THOMPSON

A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 6, 2004

Ms. Dayna Boone  
Legal Assistant  
Post Properties, Inc.  
One Riverside  
4401 Northside Parkway, Suite 800  
Atlanta, GA 30327

**RE: Parcels 5 and 5A, Spectrum Drive Right-of-Way Project**

Dear Dayna:

Enclosed is a copy of the recorded Correction Special Warranty Deed for the above-referenced property. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/o Enc.) Ms. Carmen Moran, w/Town of Addison  
(w/o Enc.) Mr. Steve Chutchian, w/Town of Addison  
(w/o Enc.) Mr. Ken C. Dippel, w/firm



heirs, executors, administrators, successors, and assigns forever. Grantor does hereby bind itself and Grantor's heirs, executors, administrators, successors, and assigns to Warrant and forever Defend all and singular the premises herein conveyed unto Grantee and its heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**RESERVATIONS FROM CONVEYANCE:**

(a) Grantor reserves all of the oil, gas and sulfur in and under the land herein conveyed, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Nothing in this reservation shall affect the title and rights of Grantee to take and use all other minerals and materials thereon, therein and thereunder.

(b) Grantor reserves the right to use the Property for access to and from the Remainder and to install driveways and other facilities necessary for such access subject to Grantee's reasonable approval of the location and extent of same.

**REPRESENTATIONS AND WARRANTIES:**

As an inducement to execute and deliver this Deed, Grantee agrees, represents and warrants to Grantor that:

(a) The Property hereby conveyed may be used as a public right-of-way for the passage of pedestrian traffic, including (without limitation) sidewalks, landscaping, utilities and drainage, or for any other customary use of public right-of-way as Grantee determines necessary or desirable.

(b) No additional assessments or fees for this Project in excess of those established prior to the date of this agreement shall be required of Grantor. For purposes of this paragraph, the term "this Project" means the Spectrum Drive Right-of-Way Project approved by the Town of Addison 2000 Bond Program.

(c) The Property is part of a lot governed by a plat approved by Grantee on December 9, 1997. Nothing in this conveyance shall require replatting or additional plat dedications prior to development of the remainder of the lot pursuant to the lot configuration approved by said plat, and Grantee agrees that the Property shall continue to be a part of the platted lot or development site for purposes of measuring or calculating lot area, setbacks, permissible floor area ratio, landscape area, sign placement or for the application of any and all other applicable development or zoning regulations.

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The consideration described above shall be deemed full compensation for the conveyance of the Property and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(c) When the context requires it, singular nouns and pronouns include the plural.

**NOTE CONCERNING CORRECTION:**

This deed is made as a correction deed in substitution of the deed titled "Town of Addison Special Warranty Deed" dated November 14, 2003, and recorded in Volume 2003236, Page 00027 of the real property records of Dallas County, Texas ("Corrected Deed"), to correct the following incorrect information: the property description contained in the body of the deed referenced only the field note description and survey depiction for Parcel 5A, when it should have referenced field note descriptions and survey depictions for both Parcels 5 and 5A. In addition, the exhibits to the deed were not marked as Exhibits A and B, as referenced in the body of the deed. Other than these stated corrections, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

**EXECUTED** effective as of the day first written above.

**GRANTOR:**

**POST SERVICES, INC.**  
a Georgia Corporation

By: Sherry W. Cohen  
Print Name: Sherry W. Cohen  
Print Title: Executive Vice President

**GRANTEE:**

**TOWN OF ADDISON**  
a Texas Municipal Corporation

By: Ron Whitehead  
Ron Whitehead  
City Manager

STATE OF GEORGIA §  
COUNTY OF FULTON §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this 10th day of March, 2004, personally appeared Sherry W. Cohen, Executive Vice President on behalf of Post Services, Inc., a Georgia corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

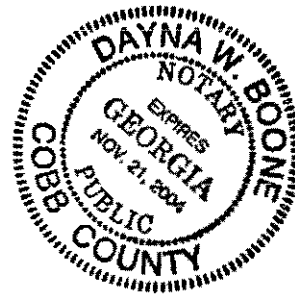
**GIVEN UNDER** my hand and seal of office the day and year last above written.

Dayna W. Boone  
Notary Public in and for the State of Georgia

MY COMMISSION EXPIRES:

\_\_\_\_\_

[SEAL]



STATE OF TEXAS §  
COUNTY OF DALLAS §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this 17th day of MARCH, 2004, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

Michele L. Covino  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

09-22-05

[SEAL]



**EXHIBIT A**

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 5**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner, from which a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap bears South 00 degrees 08 minutes 23 seconds West at a distance of 334.90 feet;

THENCE North 44 degrees 30 minutes 38 seconds West departing said westerly line of the Town of Addison tract a distance of 28.46 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the said southerly right-of-way line of Airport Parkway;

THENCE South 89 degrees 09 minutes 39 seconds East along the southerly right-of-way line of said Airport Parkway a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.0046 of an acre of land, more or less.



**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 5A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the westerly side of Spectrum Drive and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for THE POINT OF BEGINNING;

THENCE continuing South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 334.90 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the platted southerly line of said Quorum East Addition;

THENCE North 89 degrees 04 minutes 54 seconds West along the southerly line of said Quorum East Addition a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 08 minutes 23 seconds East departing the southerly line of said Quorum East Addition a distance of 339.90 feet to a point for a corner;

THENCE South 44 degrees 30 minutes 38 seconds East a distance of 7.11 feet to the POINT OF BEGINNING and containing 0.0387 of an acre of land, more or less.

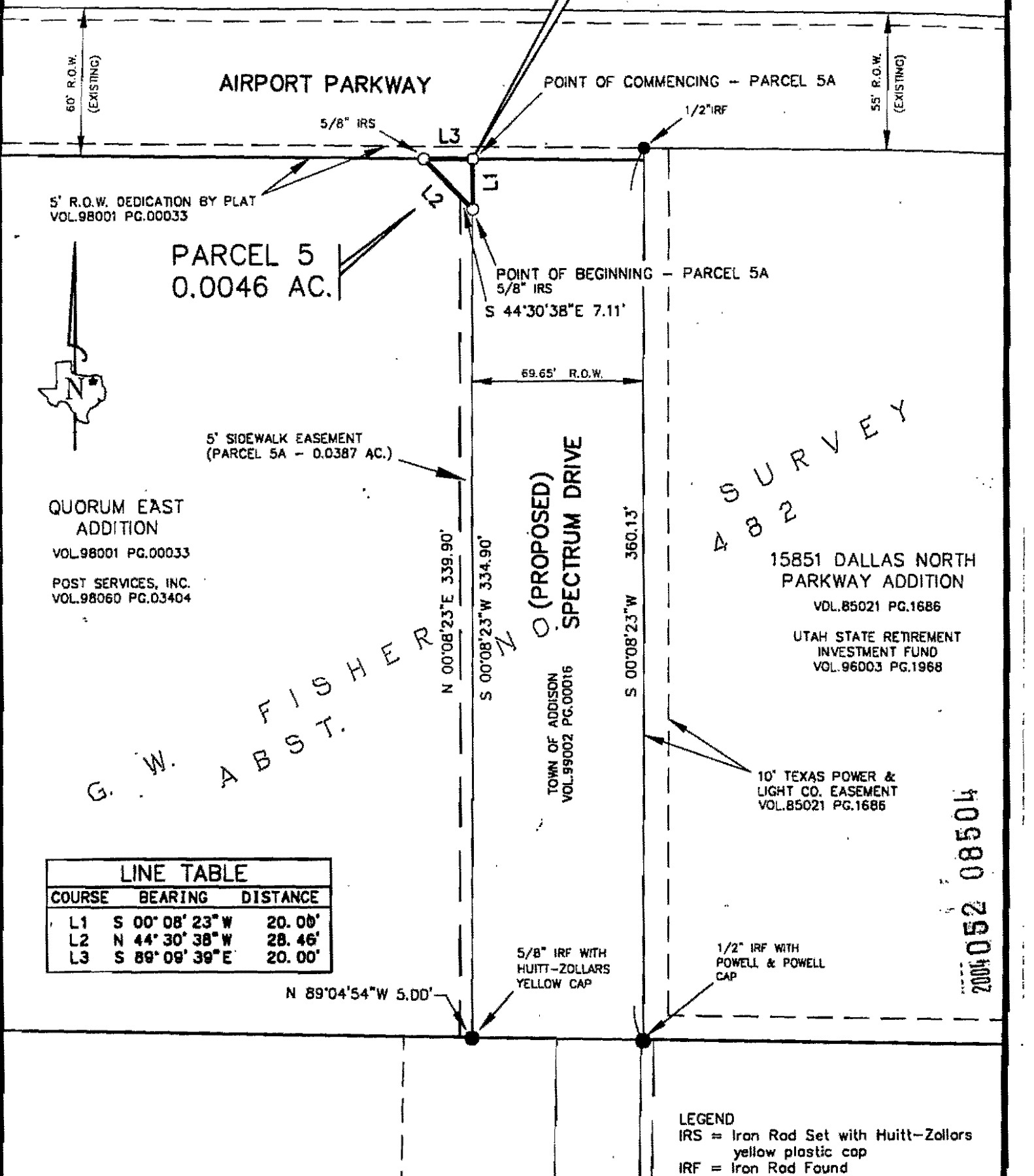
HARRIS ADDITION  
VOL.78017 PG.1067  
LOT 1 BLOCK A

**EXHIBIT B**

**POINT OF BEGINNING**

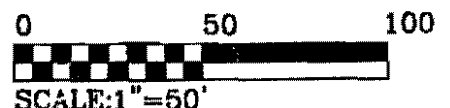
5/8" IRS WITH HUITT-ZOLLARS YELLOW CAP

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.



LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 00° 08' 23" W	20.00'
L2	N 44° 30' 38" W	28.46'
L3	S 89° 09' 39" E	20.00'

LEGEND  
IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, on addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. J. Yahoudy*  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 671-3399 Fax (214) 671-0757

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS**

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
**EXHIBIT PARCEL NO. 5**  
OWNER: POST SERVICES, INC.  
AREA: 0.0046 AC. DATE: 11/05/2002


2004 052 08504

**AFTER RECORDING RETURN TO:**

ANGELA K. WASHINGTON  
COWLES & THOMPSON, P.C.  
901 MAIN STREET, SUITE 4000  
DALLAS, TX 75202

**FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS**

**04 MAR 17 PM 3:48**

*Cynthia Guessa Coltrane*  
  
COUNTY CLERK  
DALLAS CO., TEXAS

2004 052 08505

## Steve Chutchian

---

**From:** Brad Penn [bpenn@jdanielsassociates.com]  
**Sent:** Friday, July 18, 2003 1:37 PM  
**To:** Steve Chutchian  
**Subject:** Fw: Madison

Steve, FYI.....

----- Original Message -----

**From:** "Kim Hiebert" <khiebert@jdanielsassociates.com>  
**To:** <bpenn@jdanielsassociates.com>  
**Sent:** Friday, July 18, 2003 10:48 AM  
**Subject:** Fw: Madison

> Brad,  
>  
> FYI this is the most recent correspondence I've had with my contact in  
Utah  
> for the Addison property in case you need to keep them updated. Of course  
I  
> will continue to follow up on this.

> Kim

> ----- Original Message -----

> **From:** "Reed Goodwin" <rgoodwin@cottonwoodpartners.com>  
> **To:** <khiebert@jdanielsassociates.com>  
> **Sent:** Friday, July 11, 2003 9:46 AM  
> **Subject:** FW: Madison

> Kim,

> Per our conversation, below is the email chain I had with Utah  
> Retirement the last few days. I followed this up with a call to him and  
> he indicated that their closing on a San Francisco property yesterday  
> has kept them all busy for the last 2 weeks and unavailable to meet.  
> I'll keep you posted and let you know as soon as I hear back from them.

> Thanks,

> Reed

> -----Original Message-----

> **From:** Michael.Maires@urs.org [mailto:Michael.Maires@urs.org]  
> **Sent:** Thursday, July 10, 2003 9:38 AM  
> **To:** Reed Goodwin  
> **Subject:** Re: Madison

> Reed,

> That meeting will probably be held next week.

> Mike.

> |----->  
> | "Reed Goodwin" |

> | | <rgoodwin@cottonwoodpar|  
> | | tners.com> |  
> | | 07/10/2003 09:30 AM |  
> |----->

>----->  
>----->  
> |  
> | To: <Michael.Maires@urs.org>  
> | cc:  
> | Subject: Madison  
> |  
>----->  
>----->

> Mike,  
>  
> Has the investment committee discussed the sale of the portion of the  
> Madison land yet? Any news?  
>  
> Thanks,  
>  
> Reed Goodwin  
> Asset Manager  
> rgoodwin@cottonwoodpartners.com  
> Phone: (801) 365-6252  
> Fax: (801) 365-6201  
>  
>



# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 6, 2004

Ms. Carmen Moran  
City Secretary  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcels 5 and 5A, Spectrum Drive Right-of-Way Project**

Dear Carmen:

Enclosed for the Town's file is the original recorded Correction Special Warranty Deed for the above-referenced property. I have forwarded a copy to Dayna Boone with Post Services. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/Enc.): Mr. Steve Chutchian  
(w/o Enc.) Mr. Kenneth C. Dippel

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

May 6, 2004

Ms. Dayna Boone  
Legal Assistant  
Post Properties, Inc.  
One Riverside  
4401 Northside Parkway, Suite 800  
Atlanta, GA 30327

**RE: Parcels 5 and 5A, Spectrum Drive Right-of-Way Project**

Dear Dayna:

Enclosed is a copy of the recorded Correction Special Warranty Deed for the above-referenced property. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/o Enc.) Ms. Carmen Moran, w/Town of Addison  
(w/o Enc.) Mr. Steve Chutchian, w/Town of Addison  
(w/o Enc.) Mr. Ken C Dippel, w/firm





heirs, executors, administrators, successors, and assigns forever. Grantor does hereby bind itself and Grantor's heirs, executors, administrators, successors, and assigns to Warrant and forever Defend all and singular the premises herein conveyed unto Grantee and its heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**RESERVATIONS FROM CONVEYANCE:**

(a) Grantor reserves all of the oil, gas and sulfur in and under the land herein conveyed, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Nothing in this reservation shall affect the title and rights of Grantee to take and use all other minerals and materials thereon, therein and thereunder.

(b) Grantor reserves the right to use the Property for access to and from the Remainder and to install driveways and other facilities necessary for such access subject to Grantee's reasonable approval of the location and extent of same.

**REPRESENTATIONS AND WARRANTIES:**

As an inducement to execute and deliver this Deed, Grantee agrees, represents and warrants to Grantor that:

(a) The Property hereby conveyed may be used as a public right-of-way for the passage of pedestrian traffic, including (without limitation) sidewalks, landscaping, utilities and drainage, or for any other customary use of public right-of-way as Grantee determines necessary or desirable.

(b) No additional assessments or fees for this Project in excess of those established prior to the date of this agreement shall be required of Grantor. For purposes of this paragraph, the term "this Project" means the Spectrum Drive Right-of-Way Project approved by the Town of Addison 2000 Bond Program.

(c) The Property is part of a lot governed by a plat approved by Grantee on December 9, 1997. Nothing in this conveyance shall require replatting or additional plat dedications prior to development of the remainder of the lot pursuant to the lot configuration approved by said plat, and Grantee agrees that the Property shall continue to be a part of the platted lot or development site for purposes of measuring or calculating lot area, setbacks, permissible floor area ratio, landscape area, sign placement or for the application of any and all other applicable development or zoning regulations.

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The consideration described above shall be deemed full compensation for the conveyance of the Property and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(c) When the context requires it, singular nouns and pronouns include the plural.

**NOTE CONCERNING CORRECTION:**

This deed is made as a correction deed in substitution of the deed titled "Town of Addison Special Warranty Deed" dated November 14, 2003, and recorded in Volume 2003236, Page 00027 of the real property records of Dallas County, Texas ("Corrected Deed"), to correct the following incorrect information: the property description contained in the body of the deed referenced only the field note description and survey depiction for Parcel 5A, when it should have referenced field note descriptions and survey depictions for both Parcels 5 and 5A. In addition, the exhibits to the deed were not marked as Exhibits A and B, as referenced in the body of the deed. Other than these stated corrections, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

**EXECUTED** effective as of the day first written above.

**GRANTOR:**

**POST SERVICES, INC.**  
a Georgia Corporation

By: Sherry W. Cohen  
Print Name: Sherry W. Cohen  
Print Title: Executive Vice President

**GRANTEE:**

**TOWN OF ADDISON**  
a Texas Municipal Corporation

By: Ron Whitehead  
Ron Whitehead  
City Manager

STATE OF GEORGIA §  
COUNTY OF FULTON §

BEFORE ME, the undersigned notary public in and for said county and state, on this 10th day of March, 2004, personally appeared Sherry W. Cohen, Executive Vice President on behalf of Post Services, Inc., a Georgia corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Dayna W. Boone  
Notary Public in and for the State of Georgia

MY COMMISSION EXPIRES:

\_\_\_\_\_

[SEAL]



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 17th day of MARCH, 2004, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

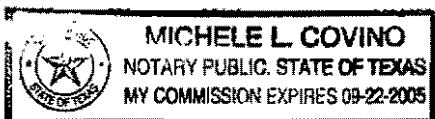
GIVEN UNDER my hand and seal of office the day and year last above written.

Michele L. Covino  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

09.22.05

[SEAL]



**EXHIBIT A**

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 5**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner, from which a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap bears South 00 degrees 08 minutes 23 seconds West at a distance of 334.90 feet;

THENCE North 44 degrees 30 minutes 38 seconds West departing said westerly line of the Town of Addison tract a distance of 28.46 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the said southerly right-of-way line of Airport Parkway;

THENCE South 89 degrees 09 minutes 39 seconds East along the southerly right-of-way line of said Airport Parkway a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.0046 of an acre of land, more or less.

**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 5A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the westerly side of Spectrum Drive and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for THE POINT OF BEGINNING;

THENCE continuing South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 334.90 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the platted southerly line of said Quorum East Addition;

THENCE North 89 degrees 04 minutes 54 seconds West along the southerly line of said Quorum East Addition a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 08 minutes 23 seconds East departing the southerly line of said Quorum East Addition a distance of 339.90 feet to a point for a corner;

THENCE South 44 degrees 30 minutes 38 seconds East a distance of 7.11 feet to the POINT OF BEGINNING and containing 0.0387 of an acre of land, more or less.

HARRIS ADDITI  
VOL.78017 PG.1067  
LOT 1 BLOCK A

**EXHIBIT B**

**POINT OF BEGINNING**

5/8" IRS WITH HUITT-ZOLLARS YELLOW CAP

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

AIRPORT PARKWAY

POINT OF COMMENCING - PARCEL 5A

60' R.O.W. (EXISTING)

55' R.O.W. (EXISTING)

5/8" IRS

1/2" IRF

5' R.O.W. DEDICATION BY PLAT  
VOL.98001 PG.00033

PARCEL 5  
0.0046 AC.

POINT OF BEGINNING - PARCEL 5A  
5/8" IRS  
S 44°30'38"E 7.11'

69.65' R.O.W.

5' SIDEWALK EASEMENT  
(PARCEL 5A - 0.0387 AC.)

(PROPOSED)  
SPECTRUM DRIVE

482 SURVEY

QUORUM EAST ADDITION

VOL.98001 PG.00033

POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH PARKWAY ADDITION

VOL.85021 PG.1686

UTAH STATE RETIREMENT INVESTMENT FUND  
VOL.96003 PG.1968

G. W. A F I S H E R A B S T.

TOWN OF ADDISON  
VOL.99002 PG.00016

10' TEXAS POWER & LIGHT CO. EASEMENT  
VOL.85021 PG.1686

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 00° 08' 23" W	20.00'
L2	N 44° 30' 38" W	28.46'
L3	S 89° 09' 39" E	20.00'

N 89°04'54"W 5.00'

5/8" IRF WITH HUITT-ZOLLARS YELLOW CAP

1/2" IRF WITH POWELL & POWELL CAP

2004 052 08504

LEGEND

IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

PAGE 3 OF 3

0 50 100



SCALE: 1" = 50'

This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy*  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862

BASIS OF BEARINGS:

The monuments found as called for on the amended plot of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS


Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 5  
OWNER: POST SERVICES, INC.  
AREA: 0.0046 AC. DATE: 11/05/2002

**AFTER RECORDING RETURN TO:**

ANGELA K. WASHINGTON  
COWLES & THOMPSON, P.C.  
901 MAIN STREET, SUITE 4000  
DALLAS, TX 75202

FILED AND RECORDED  
MEDICAL PUBLIC RECORDS

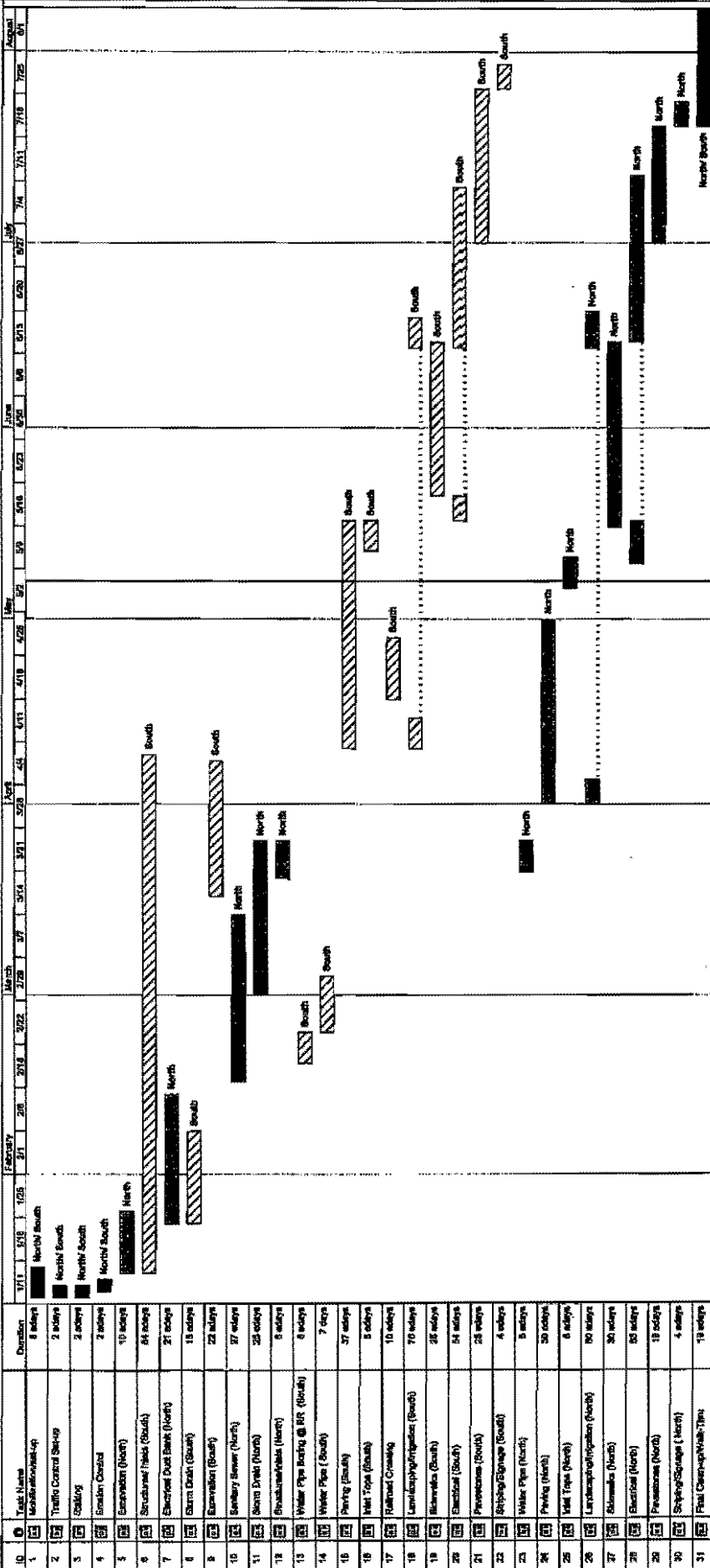
04 MAR 17 PM 3:48

*Angela K. Washington*  
 COUNTY CLERK  
DALLAS CO., TEXAS

2004052 08505



Spectrum Drive  
 Date: 1/12/04



Project: Spectrum Dr  
 Date: 1/12/04

Task: Critical Task

Program: Milestone

Summary: Roll Up Task

Roll Up: Critical Task

Roll Up: Milestone

Roll Up: Progress

Roll Up: Summary

Extended Task

Project Summary

Page 1





972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

March 16, 2004

Steve Chutchian, P.E.  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Site Concrete would like to have our project time extended for the following reasons:

1. The original contract quantities were not correct for the sidewalk pavers on the North segment. The original quantity was adjusted from 9574 sf to 25233 sf when bids were tabulated.
2. We have had various delays on the South segment. Those delays have been from MCI, Utility Quest, Oncor and Huitt-Zollars. We have been delayed for; line locates, fiber optic, overhead lines, design changes and fire lane issues.
3. The delays on the South segment have caused delays on the North segment as well. We had to have the storm sewer complete on the South segment so we could start bringing in the excavation from the North segment. Because of those delays, we are now starting to haul the material from the North to the South.
4. Additional work at the Fire lane at the Millennium Building.

Site Concrete, Inc., has tried to work around these issues. But, do to the unforeseen elements associated with the project, we have no choice but to ask for more time.

Should you have any question please feel free to call me at 972-313-0733.

Sincerely,



Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Luke Jalbert, Town of Addison  
Bob Kosmicki, Site Concrete, Inc.

DATE SUBMITTED: March 2, 2004  
FOR COUNCIL MEETING: March 9, 2004

### **Council Agenda Item**

#### **SUMMARY:**

This item is for Council approval of a change order, in the amount of \$101,587.00, for the construction of Spectrum Drive North/South Extension Project.

#### **FINANCIAL IMPACT:**

Budgeted Amount:                 \$3,100,000

Change Order Cost:                \$101,587.00

Source of Funds:                    \$2,500,000 from Bond Sale. Remaining amount from  
Unallocated Bond Fund Proceeds

#### **BACKGROUND:**

The Spectrum Drive North/South Extension Project was established as part of the Year 2000 General Obligation Bond Program. In December 2003, a construction contract was awarded to Site Concrete, Inc., in the amount of \$2,536,979.50, which is approximately \$563,000 under the budgeted amount. During the construction of these improvements, Public Works Department staff and the Contractor have identified several necessary field changes. Accordingly, a change order in the total amount of \$101,587.00 was prepared and submitted to Council for consideration. This change order is the result of the following construction issues:

- The design engineer, Huitt-Zollars, Inc., inadvertently omitted pay quantities in the contract proposal for the removal and replacement of an existing concrete drive and fire lane at the Millenium building site. This work is an integral component of the project, and was included in the engineering design. It is necessary because a proposed outfall box culvert storm sewer system must be constructed under the existing drive and fire lane. Staff evaluated the possibility of moving the culvert to either side of the concrete drive. However, development plans on the Millenium side include the construction of a new structural facility that will prevent any encroachment from this project. The box culvert cannot be placed on the other side of the drive due to the proximity of the DART right-of-way and the location of numerous utility and fiber optic lines. The Contractor originally designed the drive replacement with 6" reinforced concrete over a lime stabilized subgrade. Equivalent work on other areas of this project was bid at \$30.00 per square yard for concrete and \$2.00 per square yard for lime stabilization, with a total unit cost of \$32.00 per square yard. However, the

change order for the drive reflects construction of 8" reinforced concrete over a compacted subgrade at a reduced total unit cost of \$28.00 per square yard.

- Staff determined the need for changes to the design of a proposed retaining wall and tree grates, with a total net increase in cost of \$17,972.00. A milsap stone façade will be placed on the originally designed concrete retaining wall. The IronSmith tree grates will be replaced with Neenah tree grates.
- Due to the review of engineering plans and specifications for the proposed Parkview at Addison Circle Townhome development, adjacent to Spectrum Drive, staff was able to reduce the planned water and sanitary sewer facilities to serve the area. The change order reflects a reduction in total utility installation cost by \$6,050.00.

It should be noted that the drive and fire lane replacement portion of the project must be performed at this time, and is included in the original design plans and specifications. The cost of performing these improvements would have been part of the original bid package if the Engineer had placed the quantities in the proposal. The resulting total construction cost is increased to \$2,638,566.50, which remains under the budgeted amount by approximately \$461,000.

**RECOMMENDATION:**

It is recommended that Council approve a change order, in the amount of \$101,587.00, for the construction of the Spectrum Drive North/South Extension Project.

# SITE CONCRETE, INC.

## PROPOSAL

To: Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

02/24/04  
Site Job # 23-133  
Addison Bid # 04-03

Attn: Luke Jalbert, Project Manager

We propose to furnish all labor, materials, and equipment necessary to construct, as an independent contractor, the following described work:

**LOCATION:** Spectrum Dr. Change Order #1

### DESCRIPTION

**Paving quantity that should be in original contract but are not:**

1	6" Concrete Removal	APPROX.	620	SY	@	\$25.00	SY	\$15,500.00
2	8" Concrete Pavement (No Lime)	APPROX.	620	SY	@	\$28.00	SY	\$17,360.00
3	Sawcut	APPROX.	1,300	LF	@	\$10.00	LF	\$13,000.00
4	Longitudinal Butt Joint	APPROX.	1,300	LF	@	\$10.00	LF	\$13,000.00
5	Remove / Relocate Exist. Fire Hydrant	APPROX.	3	EA	@	\$750.00	EA	\$2,250.00
6	Remove Exist. Inlet Structures	APPROX.	2	EA	@	\$500.00	EA	\$1,000.00
7	Install 6' Inlet Structures	APPROX.	2	EA	@	\$2,000.00	EA	\$4,000.00
<b>Subtotal Contract Paving:</b>								<b>\$66,110.00</b>

**Paving for additional side of Fire Lane:**

1	6" Concrete Removal	APPROX.	935	SY	@	\$25.00	SY	\$23,375.00
2	8" Concrete Pavement (No Lime)	APPROX.	935	SY	@	\$28.00	SY	\$26,180.00
<b>Subtotal Millenium Paving:</b>								<b>\$49,555.00</b>

**Deducts for doing Complete Fire Lane**

1	Sawcut	APPROX.	1,300	LF	@	-\$10.00	LF	-\$13,000.00
2	Longitudinal Butt Joint	APPROX.	1,300	LF	@	-\$10.00	LF	-\$13,000.00
<b>Subtotal Fire Lane Deducts:</b>								<b>-\$26,000.00</b>

**Deduct for Water Changes:**

1	8" C909 Water Line	APPROX.	100	LF	@	-\$17.00	LF	-\$1,700.00
2	8" Valves	APPROX.	4	EA	@	-\$675.00	EA	-\$2,700.00
3	Di Fittings (substitute Tees for Crosses)	APPROX.	0.25	TON	@	-\$3,500.00	TON	-\$875.00
<b>Subtotal Deduct Water:</b>								<b>-\$5,275.00</b>

**Deduct for Sanitary Changes:**

1	6" SDR	APPROX.	400	LF	@	-\$15.00	LF	-\$6,000.00
2	6" Double Cleanout	APPROX.	9	EA	@	-\$350.00	EA	-\$3,150.00
<b>Subtotal Deduct Sanitary:</b>								<b>-\$9,150.00</b>

**Deduct IronSmith Tree Grates:**

1	60" Sq Tree Grates	APPROX.	34	EA	@	-\$1,200.00	EA	-\$40,800.00
<b>Subtotal Deduct Tree Grates:</b>								<b>-\$40,800.00</b>

**Add Water:**

1	8" x 8" Tapping Sleeve w/ Valve Ass.	APPROX.	1	EA	@	\$2,500.00	EA	\$2,500.00
2	Conc. Blocking	APPROX.	5	CY	@	\$175.00	CY	\$875.00
3	12" x 12" x 8" Tee w/ 12" Cap	APPROX.	1	EA	@	\$500.00	EA	\$500.00
<b>Subtotal Add Sanitary:</b>								<b>\$3,875.00</b>

**Add Sanitary:**

1	4' Man Hole	APPROX.	1	EA	@	\$2,000.00	EA	\$2,000.00
2	8" SDR	APPROX.	125	LF	@	\$16.00	LF	\$2,000.00
3	8" Caps	APPROX.	4	EA	@	\$125.00	EA	\$500.00
<b>Subtotal Add Sanitary:</b>								<b>\$4,500.00</b>

**Add Retaining Wall:**

1	Milsap Stone	APPROX.	1,009	SF	@	\$8.00	SF	\$8,072.00
<b>Subtotal Add Retaining Wall:</b>								<b>\$8,072.00</b>

**Add NEENAH Tree Grates:**

1	60" Sq Tree Grates	APPROX.	39	EA	@	\$1,300.00	EA	\$50,700.00
<b>Subtotal Add Tree Grates:</b>								<b>\$50,700.00</b>

**Total Change for Change Order #1: \$101,587.00**

**Note: If complete Fire Lane is chosen, Site Concrete, Inc will Remove and/ or Replace the Curb along our Removal Area next to the Rail Road at no additional cost to the Town of Addision.**

ACCEPTED:

\_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BANK REF:



SITE CONCRETE, INC.  
3340 ROY ORR BOULEVARD  
GRAND PRAIRIE, TEXAS 75050-4207  
972-313-0733 FAX #972-513-0825  
ESTIMATING FAX #972-513-0661

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

February 18, 2004

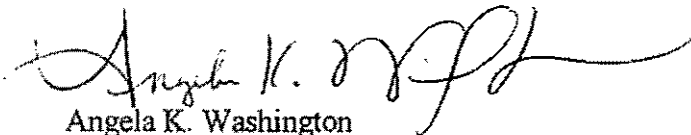
Ms. Dayna Boone  
Legal Assistant  
Post Properties, Inc.  
One Riverside  
4401 Northside Parkway, Suite 800  
Atlanta, GA 30327

**RE: Correction Special Warranty Deed for Parcels 5 and 5A, Spectrum Drive  
Right-of-Way Project**

Dear Dayna:

As we discussed, enclosed is the Correction Special Warranty Deed for Parcels 5 and 5A, Town of Addison Spectrum Drive Right-of-Way Project. As you will note, in addition to the correction to the property description contained in the body of the deed, I am also providing marked exhibits, as a referenced in the deed. Please have the document executed by the appropriate party and return it directly to me. I will then secure the signature of the City Manager and have the document filed in the real property records of Dallas County. After it is returned by the County, I will forward to you a copy of the file-marked instrument. If you have any questions, please give me a call.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosures

c(w/Enclosures): Ms. Carmen Moran, w/Town of Addison  
Mr. Mike Murphy, w/Town of Addison  
Mr. Steve Chutchian, w/Town of Addison  
(w/o Enclosures) Mr. Ken C. Dippel, w/firm



STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**TOWN OF ADDISON**  
**CORRECTION SPECIAL WARRANTY DEED**

**EFFECTIVE DATE:** November 14, 2003

**GRANTOR:** Post Services, Inc.  
One Riverside  
4401 Northside Parkway, Suite 800  
Atlanta, Georgia 30327

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.
- (3) Representations and warranties of Grantee provided herein.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Descriptions for Parcels 5 and 5A) and Exhibit B (Survey Depiction for Parcels 5 and 5A) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a corporation organized and existing under the laws of the State of Georgia for the consideration described above grants, sells, and conveys to Grantee the Property (subject to the Reservations from Conveyance described herein), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's

heirs, executors, administrators, successors, and assigns forever. Grantor does hereby bind itself and Grantor's heirs, executors, administrators, successors, and assigns to Warrant and forever Defend all and singular the premises herein conveyed unto Grantee and its heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

#### **RESERVATIONS FROM CONVEYANCE:**

(a) Grantor reserves all of the oil, gas and sulfur in and under the land herein conveyed, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Nothing in this reservation shall affect the title and rights of Grantee to take and use all other minerals and materials thereon, therein and thereunder.

(b) Grantor reserves the right to use the Property for access to and from the Remainder and to install driveways and other facilities necessary for such access subject to Grantee's reasonable approval of the location and extent of same.

#### **REPRESENTATIONS AND WARRANTIES:**

As an inducement to execute and deliver this Deed, Grantee agrees, represents and warrants to Grantor that:

(a) The Property hereby conveyed may be used as a public right-of-way for the passage of pedestrian traffic, including (without limitation) sidewalks, landscaping, utilities and drainage, or for any other customary use of public right-of-way as Grantee determines necessary or desirable.

(b) No additional assessments or fees for this Project in excess of those established prior to the date of this agreement shall be required of Grantor. For purposes of this paragraph, the term "this Project" means the Spectrum Drive Right-of-Way Project approved by the Town of Addison 2000 Bond Program.

(c) The Property is part of a lot governed by a plat approved by Grantee on December 9, 1997. Nothing in this conveyance shall require replatting or additional plat dedications prior to development of the remainder of the lot pursuant to the lot configuration approved by said plat, and Grantee agrees that the Property shall continue to be a part of the platted lot or development site for purposes of measuring or calculating lot area, setbacks, permissible floor area ratio, landscape area, sign placement or for the application of any and all other applicable development or zoning regulations.

#### **MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The consideration described above shall be deemed full compensation for the conveyance of the Property and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(c) When the context requires it, singular nouns and pronouns include the plural.

**NOTE CONCERNING CORRECTION:**

This deed is made as a correction deed in substitution of the deed titled "Town of Addison Special Warranty Deed" ("Corrected Deed") dated November 14, 2003, and recorded in Volume 2003236, Page 00027 of the real property records of Dallas County, Texas, to correct the following incorrect information: the property description contained in the body of the deed referenced only the field note description and survey depiction for Parcel 5A, when it should have referenced field note descriptions and survey depictions for both Parcels 5 and 5A. In addition, the exhibits to the deed were not marked as Exhibits A and B, as referenced in the body of the deed. Other than these stated corrections, this deed is intended to restate in all respects the Corrected Deed, and the effective date of this correction deed relates back to the effective date of the Corrected Deed.

**EXECUTED** effective as of the day first written above.

**GRANTOR:**

**POST SERVICES, INC.**  
a Georgia Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**GRANTEE:**

**TOWN OF ADDISON**  
a Texas Municipal Corporation

By: \_\_\_\_\_  
Ron Whitehead  
City Manager

STATE OF GEORGIA §  
COUNTY OF FULTON §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of Post Services, Inc., a Georgia corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Georgia

MY COMMISSION EXPIRES:

\_\_\_\_\_  
[ S E A L ]

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004; personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_  
[ S E A L ]

**EXHIBIT A**

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 5**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner, from which a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap bears South 00 degrees 08 minutes 23 seconds West at a distance of 334.90 feet;

THENCE North 44 degrees 30 minutes 38 seconds West departing said westerly line of the Town of Addison tract a distance of 28.46 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the said southerly right-of-way line of Airport Parkway;

THENCE South 89 degrees 09 minutes 39 seconds East along the southerly right-of-way line of said Airport Parkway a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.0046 of an acre of land, more or less.

**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 5A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the westerly side of Spectrum Drive and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for THE POINT OF BEGINNING;

THENCE continuing South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 334.90 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the platted southerly line of said Quorum East Addition;

THENCE North 89 degrees 04 minutes 54 seconds West along the southerly line of said Quorum East Addition a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 08 minutes 23 seconds East departing the southerly line of said Quorum East Addition a distance of 339.90 feet to a point for a corner;

THENCE South 44 degrees 30 minutes 38 seconds East a distance of 7.11 feet to the POINT OF BEGINNING and containing 0.0387 of an acre of land, more or less.

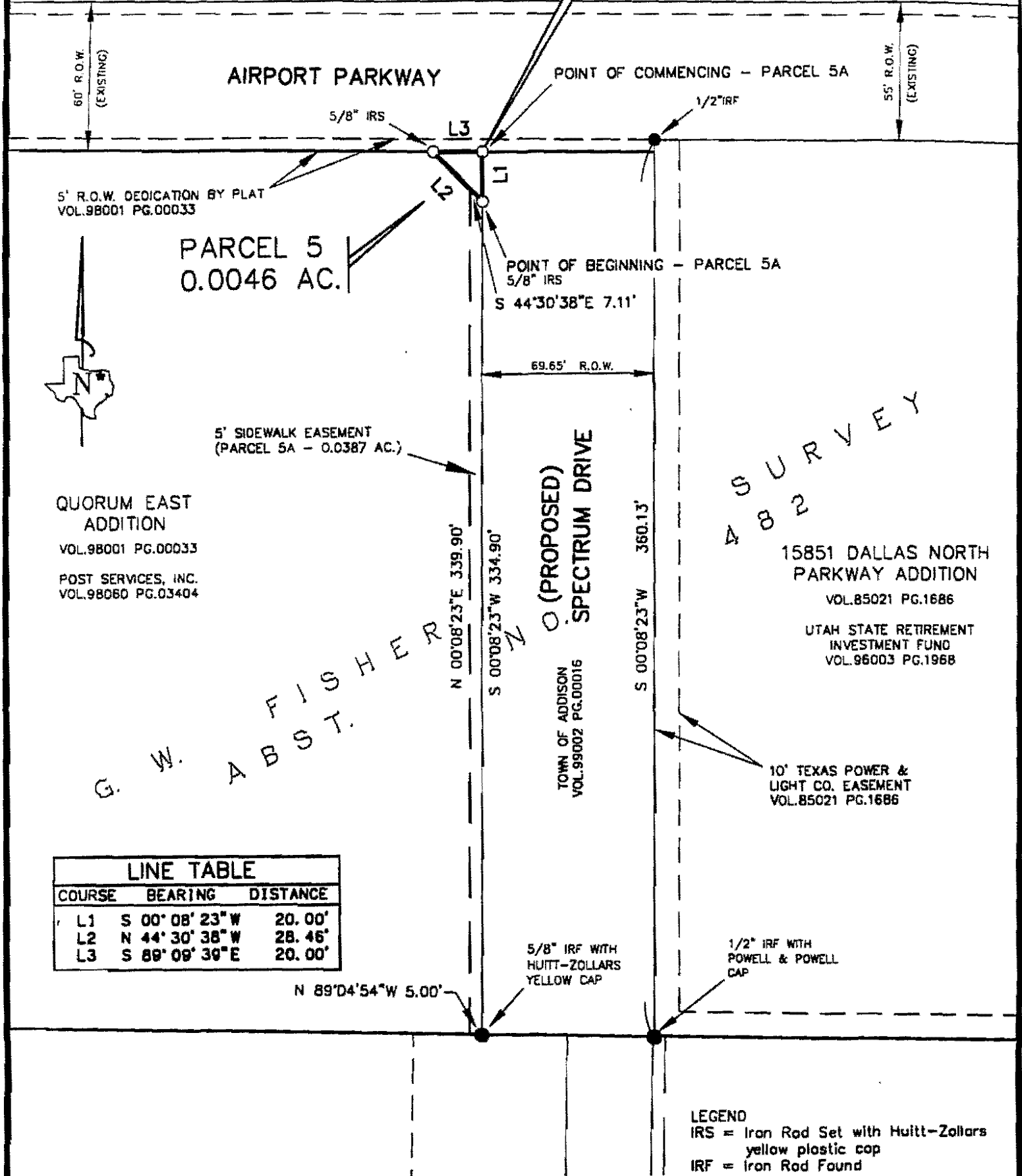
HARRIS ADDITION  
VOL.78017 PG.1067  
LOT 1 BLOCK A

**EXHIBIT B**

**POINT OF BEGINNING**

5/8" IRS WITH HUITT-ZOLLARS YELLOW CAP

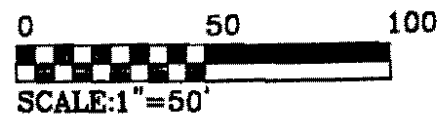
NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.



PAGE 3 OF 3

This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahaudy*  
Eric J. Yahaudy, Registered Professional Land Surveyor, Texas No. 4862



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3371 Fax (214) 871-0757

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS**

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
**EXHIBIT PARCEL NO. 5**  
OWNER: POST SERVICES, INC.  
AREA: 0.0046 AC. DATE: 11/05/2002

2209 WISCONSIN DALLAS, TEXAS 75229  
Phone - (972) 620-8911  
FAX--- (972) 406-8023

**ALPHA  
TESTING, INC**

# Fax

**To: CITY F ADDISON**

---

Attention: LUKE

---

**Fax (972) 450-2837**

**PHONE: (972) 450-2860**

---

**Date:** February 13, 2004

---

**Re:**  Please Reply

Please Recycle

---

**x For review, including this cover sheet\_**

---

**Total number of pages 7**

---

• **Comments:**

DENSITY RESULTS AT SPECTRUM DRIVE NORTH / SOUTH EXTENSION

PLEASE CALL IF YOU SHOULD NEED ANY THING ELSE.

THANKS

TOM ELLIS

---





# ALPHA TESTING, INC.

2209 Wisconsin St., Suite 100  
Dallas, Texas 75229  
972/620-8911 - 972/263-4937 (Metro)  
FAX: 972/406-8023

## REPORT OF FIELD COMPACTION TESTS

TESTED FOR: SITE CONCRETE, INC.  
GRAND PRAIRIE, TEXAS

DATE: 02/03/04  
REVISED: 2/13/04

PROJECT: SPECTRUM DRIVE  
NORTH/SOUTH EXTENSION  
ADDISON, TEXAS

OUR REPORT NO.: 04007-4

### TEST DATA:

TEST NO.	DATE	ELEV. / DEPTH	SOIL ID NUMBER	OPTIMUM MOISTURE %	MAXIMUM LAB DRY DENSITY PCF	IN PLACE MOISTURE %	IN PLACE DRY DENSITY PCF	PERCENT COMPACTION	COMMENT*
1	02/03/04	FG-9.5	2	23.0	95.5	25.2	95	99	1-A
2	02/03/04	FG-9.0	2	23.0	96.5	24.4	94	97	1-A
3	02/03/04	FG-8.5	2	23.0	96.5	26.1	94	97	1-A
4	02/03/04	FG-8.0	2	23.0	96.5	25.2	94	98	1-A
5	02/03/04	FG-7.5	2	23.0	96.5	25.7	94	97	1-A
6	02/03/04	FG-7.0	2	23.0	96.5	24.1	95	99	1-A
7	02/03/04	FG-6.5	2	23.0	96.5	24.3	95	98	1-A

### TEST LOCATION:

1	FRANCHISE CONDUIT LINE A AT STATION 11+50
2	FRANCHISE CONDUIT LINE A AT STATION 11+50
3	FRANCHISE CONDUIT LINE A AT STATION 11+50
4	FRANCHISE CONDUIT LINE A AT STATION 11+50
5	FRANCHISE CONDUIT LINE A AT STATION 11+50
6	FRANCHISE CONDUIT LINE A AT STATION 11+50
7	FRANCHISE CONDUIT LINE A AT STATION 11+50

CC: TOWN OF ADDISON; HUITT-ZOLLARS CONSULTING ENGINEERS

- |                     |  |                        |
|---------------------|--|------------------------|
| 1. FILL             | * A. IN PLACE PERCENT MOISTURE AND PERCENT COMPACTION COMPLY WITH SPECIFICATIONS |                        |
| 2. NATURAL SUBGRADE | B. PERCENT COMPACTION DOES NOT COMPLY WITH SPECIFICATIONS                        | Respectfully Submitted |
| 3. LIME STABILIZED  | C. PERCENT IN PLACE MOISTURE DOES NOT COMPLY WITH SPECIFICATIONS                 |                        |
| 4. CEMENT TREATED   | D. RETEST  | ALPHA TESTING, INC.    |

Our test results and reports are for the exclusive use of the Client (and their designated recipients) and shall not be reproduced and/or distributed except with express approval of ALPHA. The use of our name and test results must receive our written approval. Test results and reports apply only to the samples tested and/or observed, and are not indicative of the quality of apparently identical or similar specimens.



# ALPHA TESTING, INC.

2209 Wisconsin St., Suite 100  
Dallas, Texas 75229  
972/620-8911 - 972/263-4937 (Metro)  
FAX: 972/406-8023

## REPORT OF FIELD COMPACTION TESTS

TESTED FOR: SITE CONCRETE, INC.  
GRAND PRAIRIE, TEXAS

DATE: 02/03/04  
REVISED: 2/13/04

PROJECT: SPECTRUM DRIVE  
NORTH/SOUTH EXTENSION  
ADDISON, TEXAS

OUR REPORT NO.: 04007-4A

### TEST DATA:

TEST NO.	DATE	ELEV. / DEPTH	SOIL ID NUMBER	OPTIMUM MOISTURE %	MAXIMUM LAB DRY DENSITY PCF	IN PLACE MOISTURE %	IN PLACE DRY DENSITY PCF	PERCENT COMPACTION	COMMENT*
8	02/03/04	FG-6.0	2	23.0	96.5	25.5	93	97	1-A
9	02/03/04	FG-5.5	2	23.0	96.5	25.6	94	97	1-A
10	02/03/04	FG-5.0	2	23.0	96.5	24.8	94	97	1-A
11	02/03/04	FG-4.5	2	23.0	96.5	25.7	94	97	1-A
12	02/03/04	FG-4.0	2	23.0	96.5	25.1	95	99	1-A
13	02/03/04	FG-3.5	2	23.0	96.5	25.4	94	98	1-A
14	02/03/04	FG-3.0	2	23.0	96.5	25.6	95	98	1-A

### TEST LOCATION:

8	FRANCHISE CONDUIT LINE A AT STATION 11+50
9	FRANCHISE CONDUIT LINE A AT STATION 11+50
10	FRANCHISE CONDUIT LINE A AT STATION 11+50
11	FRANCHISE CONDUIT LINE A AT STATION 11+50
12	FRANCHISE CONDUIT LINE A AT STATION 11+50
13	FRANCHISE CONDUIT LINE A AT STATION 11+50
14	FRANCHISE CONDUIT LINE A AT STATION 11+50

CC: TOWN OF ADDISON; HUITT-ZOLLARS CONSULTING ENGINEERS

- |                     |  |                        |
|---------------------|--|------------------------|
| 1. FILL             | * A. IN PLACE PERCENT MOISTURE AND PERCENT COMPACTION COMPLY WITH SPECIFICATIONS |                        |
| 2. NATURAL SUBGRADE | B. PERCENT COMPACTION DOES NOT COMPLY WITH SPECIFICATIONS                        | Respectfully Submitted |
| 3. LIME STABILIZED  | C. PERCENT IN PLACE MOISTURE DOES NOT COMPLY WITH SPECIFICATIONS                 |                        |
| 4. CEMENT TREATED   | D. RETEST  | ALPHA TESTING, INC.    |

Our test results and reports are for the exclusive use of the Client (and their designated recipients) on file in our office and shall not be reproduced and/or distributed except with express approval of ALPHA. The use of our name and test results must receive our written approval. Test results and reports apply only to the samples tested and/or observed, and are not indicative of the quality of apparently identical or similar specimens.



# ALPHA TESTING, INC.

2209 Wisconsin St., Suite 100  
Dallas, Texas 75229  
972/620-8911 - 972/263-4937 (Metro)  
FAX: 972/406-8023

## REPORT OF FIELD COMPACTION TESTS

TESTED FOR: SITE CONCRETE, INC.  
GRAND PRAIRIE, TEXAS

DATE: 02/03/04  
REVISED: 2/13/04

PROJECT: SPECTRUM DRIVE  
NORTH/SOUTH EXTENSION  
ADDISON, TEXAS

OUR REPORT NO.: 04007-4B

### TEST DATA:

TEST NO.	DATE	ELEV. / DEPTH	SOIL ID NUMBER	OPTIMUM MOISTURE %	MAXIMUM LAB DRY DENSITY PCF	IN PLACE MOISTURE %	IN PLACE DRY DENSITY PCF	PERCENT COMPACTION	COMMENT*
15	02/03/04	FG-2.5	2	23.0	96.5	25.7	94	97	1-A
16	02/03/04	FG-2.0	2	23.0	96.5	25.1	95	98	1-A
17	02/03/04	FG-1.5	2	23.0	96.5	24.6	94	98	1-A
18	02/03/04	FG-1.0	2	23.0	96.5	25.6	95	98	1-A
19	02/03/04	FG-0.5	2	23.0	96.5	25.3	94	97	1-A
20	02/03/04	FG	2	23.0	96.5	25.6	94	97	1-A

### TEST LOCATION:

15	FRANCHISE CONDUIT LINE A AT STATION 11+50
16	FRANCHISE CONDUIT LINE A AT STATION 11+50
17	FRANCHISE CONDUIT LINE A AT STATION 11+60
18	FRANCHISE CONDUIT LINE A AT STATION 11+50
19	FRANCHISE CONDUIT LINE A AT STATION 11+50
20	FRANCHISE CONDUIT LINE A AT STATION 11+50

CC: TOWN OF ADDISON; HUITT-ZOLLARS CONSULTING ENGINEERS

- |                     |  |                        |
|---------------------|--|------------------------|
| 1. FILL             | * A. IN PLACE PERCENT MOISTURE AND PERCENT COMPACTION COMPLY WITH SPECIFICATIONS |                        |
| 2. NATURAL SUBGRADE | B. PERCENT COMPACTION DOES NOT COMPLY WITH SPECIFICATIONS                        | Respectfully Submitted |
| 3. LIME STABILIZED  | C. PERCENT IN PLACE MOISTURE DOES NOT COMPLY WITH SPECIFICATIONS                 |                        |
| 4. CEMENT TREATED   | D. RETEST  | ALPHA TESTING, INC.    |

Our test results and reports are for the exclusive use of the Client (and their designated recipients on file in our office) and shall not be reproduced and/or distributed except with express approval of ALPHA. The use of our name and test results must receive our written approval. Test results and reports apply only to the samples tested and/or observed, and are not indicative of the qualities of apparently identical or similar specimens.



# ALPHA TESTING, INC.

2209 Wisconsin St., Suite 100  
Dallas, Texas 75229  
972/620-8911 - 972/263-4937 (Metro)  
FAX: 972/406-8023

## REPORT OF FIELD COMPACTION TESTS

TESTED FOR: SITE CONCRETE, INC.  
GRAND PRAIRIE, TEXAS

DATE: 02/03/04  
REVISED: 2/13/04

PROJECT: SPECTRUM DRIVE  
NORTH/SOUTH EXTENSION  
ADDISON, TEXAS

OUR REPORT NO.: 04007-5

### TEST DATA:

TEST NO.	DATE	ELEV. / DEPTH	SOIL ID NUMBER	OPTIMUM MOISTURE %	MAXIMUM LAB DRY DENSITY PCF	IN PLACE MOISTURE %	IN PLACE DRY DENSITY PCF	PERCENT COMPACTION	COMMENT*
21	02/03/04	FG-20.0	2	23.0	96.5	24.5	93	96	1-A
22	02/03/04	FG-19.5	2	23.0	96.5	24.2	95	98	1-A
23	02/03/04	FG-19.0	2	23.0	96.5	25.2	93	96	1-A
24	02/03/04	FG-18.5	2	23.0	96.5	25.3	94	97	1-A
25	02/03/04	FG-18.0	2	23.0	96.5	25.6	93	97	1-A
26	02/03/04	FG-17.5	2	23.0	96.5	25.6	94	97	1-A
27	02/03/04	FG-17.0	2	23.0	96.5	25.9	94	98	1-A

### TEST LOCATION:

21	FRANCHISE CONDUIT LINE A AT STATION 10+80
22	FRANCHISE CONDUIT LINE A AT STATION 10+80
23	FRANCHISE CONDUIT LINE A AT STATION 10+80
24	FRANCHISE CONDUIT LINE A AT STATION 10+80
25	FRANCHISE CONDUIT LINE A AT STATION 10+80
26	FRANCHISE CONDUIT LINE A AT STATION 10+80
27	FRANCHISE CONDUIT LINE A AT STATION 10+80

CC: TOWN OF ADDISON; HUITT-ZOLLARS CONSULTING ENGINEERS

- |                     |  |   |
|---------------------|--|---|
| 1. FILL             | A. IN PLACE PERCENT MOISTURE AND PERCENT COMPACTION COMPLY WITH SPECIFICATIONS | Respectfully Submitted<br><br>ALPHA TESTING, INC. |
| 2. NATURAL SUBGRADE | B. PERCENT COMPACTION DOES NOT COMPLY WITH SPECIFICATIONS                      |   |
| 3. LIME STABILIZED  | C. PERCENT IN PLACE MOISTURE DOES NOT COMPLY WITH SPECIFICATIONS               |   |
| 4. CEMENT TREATED   | D. RETEST  |   |

Our test results and reports are for the exclusive use of the Client (and their designated recipients only) and shall not be reproduced and/or distributed except with express approval of ALPHA. The use of our name and test results must receive our written approval. Test results and reports apply only to the samples tested and/or observed, and are not indicative of the qualities of apparently identical or similar specimens.



# ALPHA TESTING, INC.

2209 Wisconsin St., Suite 100  
Dallas, Texas 75229  
972/620-8911 - 972/263-4937 (Metro)  
FAX: 972/406-8023

## REPORT OF FIELD COMPACTION TESTS

TESTED FOR: SITE CONCRETE, INC.  
GRAND PRAIRIE, TEXAS

DATE: 02/03/04  
REVISED: 2/13/04

PROJECT: SPECTRUM DRIVE  
NORTH/SOUTH EXTENSION  
ADDISON, TEXAS

OUR REPORT NO.: 04007-5A

### TEST DATA:

TEST NO.	DATE	ELEV. / DEPTH	SOIL ID NUMBER	OPTIMUM MOISTURE %	MAXIMUM LAB DRY DENSITY PCF	IN PLACE MOISTURE %	IN PLACE DRY DENSITY PCF	PERCENT COMPACTION	COMMENT*
28	02/03/04	FG-16.5	2	23.0	96.5	24.5	94	97	1-A
29	02/03/04	FG-16.0	2	23.0	96.5	25.3	94	98	1-A
30	02/03/04	FG-15.5	2	23.0	96.5	24.3	95	99	1-A
31	02/03/04	FG-15.0	2	23.0	96.5	26.9	94	97	1-A
32	02/03/04	FG-14.5	2	23.0	96.5	24.4	94	98	1-A
33	02/03/04	FG-14.0	2	23.0	96.5	24.9	94	98	1-A
34	02/03/04	FG-13.5	2	23.0	96.5	25.5	94	97	1-A

### TEST LOCATION:

28	FRANCHISE CONDUIT LINE A AT STATION 10+80
29	FRANCHISE CONDUIT LINE A AT STATION 10+80
30	FRANCHISE CONDUIT LINE A AT STATION 10+80
31	FRANCHISE CONDUIT LINE A AT STATION 10+80
32	FRANCHISE CONDUIT LINE A AT STATION 10+80
33	FRANCHISE CONDUIT LINE A AT STATION 10+80
34	FRANCHISE CONDUIT LINE A AT STATION 10+80

CC: TOWN OF ADDISON; HUITT-ZOLLARS CONSULTING ENGINEERS

- |                     |  |                        |
|---------------------|--|------------------------|
| 1. FILL             | * A. IN PLACE PERCENT MOISTURE AND PERCENT COMPACTION COMPLY WITH SPECIFICATIONS |                        |
| 2. NATURAL SUBGRADE | B. PERCENT COMPACTION DOES NOT COMPLY WITH SPECIFICATIONS                        | Respectfully Submitted |
| 3. LIME STABILIZED  | C. PERCENT IN PLACE MOISTURE DOES NOT COMPLY WITH SPECIFICATIONS                 |                        |
| 4. CEMENT TREATED   | D. RETEST  | ALPHA TESTING, INC.    |

Our test results and reports are for the exclusive use of the Client (and their designated recipients) and shall not be reproduced and/or distributed except with express approval of ALPHA. The use of our name and test results must receive our written approval. Test results and reports apply only to the samples tested and/or observed, and are not indicative of the masses of apparently identical or similar specimens.



# ALPHA TESTING, INC.

2209 Wisconsin St., Suite 100  
Dallas, Texas 75229  
972/620-8911 - 972/263-4937 (Metro)  
FAX: 972/406-8023

## REPORT OF FIELD COMPACTION TESTS

TESTED FOR: SITE CONCRETE, INC.  
GRAND PRAIRIE, TEXAS

DATE: 02/03/04  
REVISED: 2/13/04

PROJECT: SPECTRUM DRIVE  
NORTH/SOUTH EXTENSION  
ADDISON, TEXAS

OUR REPORT NO.: 04007-5B

### TEST DATA:

TEST NO.	DATE	ELEV. DEPTH	SOIL ID NUMBER	OPTIMUM MOISTURE %	MAXIMUM LAB DRY DENSITY PCF	IN PLACE MOISTURE %	IN PLACE DRY DENSITY PCF	PERCENT COMPACTION	COMMENT*
35	02/03/04	FG-13.0	2	23.0	96.5	24.5	93	97	1-A
36	02/03/04	FG-12.5	2	23.0	96.5	24.2	95	98	1-A
37	02/03/04	FG-12.0	2	23.0	96.5	24.3	95	98	1-A
38	02/03/04	FG-11.5	2	23.0	96.5	24.3	94	97	1-A
39	02/03/04	FG-11.0	2	23.0	96.5	24.3	93	97	1-A
40	02/03/04	FG-10.5	2	23.0	96.5	24.5	94	97	1-A
41	02/03/04	FG-10.0	2	23.0	96.5	23.8	93	97	1-A

### TEST LOCATION:

35	FRANCHISE CONDUIT LINE A AT STATION 10+80
36	FRANCHISE CONDUIT LINE A AT STATION 10+80
37	FRANCHISE CONDUIT LINE A AT STATION 10+80
38	FRANCHISE CONDUIT LINE A AT STATION 10+80
39	FRANCHISE CONDUIT LINE A AT STATION 10+80
40	FRANCHISE CONDUIT LINE A AT STATION 10+80
41	FRANCHISE CONDUIT LINE A AT STATION 10+80

CC: TOWN OF ADDISON; HUITT-ZOLLARS CONSULTING ENGINEERS

- |                     |  |                        |
|---------------------|--|------------------------|
| 1. FILL             | A. IN PLACE PERCENT MOISTURE AND PERCENT COMPACTION COMPLY WITH SPECIFICATIONS |                        |
| 2. NATURAL SUBGRADE | B. PERCENT COMPACTION DOES NOT COMPLY WITH SPECIFICATIONS                      | Respectfully Submitted |
| 3. LIME STABILIZED  | C. PERCENT IN PLACE MOISTURE DOES NOT COMPLY WITH SPECIFICATIONS               |                        |
| 4. CEMENT TREATED   | D. RETEST  | ALPHA TESTING, INC.    |

Our test results and reports are for the exclusive use of the Client (and their designated recipients) and shall not be reproduced and/or distributed except with express approval of ALPHA. The use of our name and test results must receive our written approval. Test results and reports apply only to the samples tested and/or observed, and are not indicative of the qualities of apparently identical or similar specimens.



# **SITE CONCRETE, INC.**

3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825

Estimating Fax 972-513-0661

January 5, 2003

Luke Jalbert, Project Manager  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Jalbert:

Site Concrete, Inc. would like to propose this change to our contract for the following reason:

The quantities received from the bidding documents are incorrect regarding the offsite box culvert. After further discussion with you and reviewing the plans we now understand that Huitt-Zollars did not reflect the new quantity changes after relocating the box culvert to you before the bidding process was complete. In addition to agreeing to adjust contract quantities, we mutually agreed it would be in the best interest of Site Concrete, Inc. and the Town of Addison to try and do the complete Fire Lane with new concrete. You have discussed with the Fire Department the possibility of closing the Fire Lane for a month to facilitate this procedure. Please take a look at our proposal, all items have original line items and only need a quantity change. However, we do not have a line item for 6" concrete. In order to help you with the cost, we will do the 6" concrete for \$20.00 per SY.

In addition to only charging \$20sy for 6" pavement, we will also remove and replace the curb at no additional charge. We feel this will help the Town of Addison with the cost of this additional work and provide a better product for your residents.

Should you have any question please feel free to call me at 214-226-1822.

Sincerely,

Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Bob Kosmicki, Site Concrete, Inc.

# SITE CONCRETE, INC.

## PROPOSAL

To: Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

02/06/04  
Site Job # 23-133  
Addison Bid # 04-03

Attn: Luke Jalbert, Project Manager

We propose to furnish all labor, materials, and equipment necessary to construct, as an independent contractor, the following described work:

**LOCATION:** Spectrum Dr. Fire Lane Change Order

### DESCRIPTION

**Paving quantity that should be in original contract but are not:**

1	6" Concrete Removal	APPROX.	620	SY	@	\$25.00 SY	\$15,500.00
2	6" Concrete Pavement	APPROX.	620	SY	@	\$20.00 SY	\$12,400.00
3	Lime Stabilized Subgrade	APPROX.	620	SY	@	\$2.00 SY	\$1,240.00
4	6" Lime	APPROX.	11	TON	@	\$90.00 TON	\$990.00
5	Sawcut	APPROX.	1,300	LF	@	\$10.00 LF	\$13,000.00
6	Longitudinal Butt Joint	APPROX.	1,300	LF	@	\$10.00 LF	\$13,000.00
7	Remove / Relocate Exist. Fire Hydrant	APPROX.	2	EA	@	\$750.00 EA	\$1,500.00
<b>Subtotal Contract Paving:</b>							<b>\$57,630.00</b>

**Paving for additional side of Fire Lane:**

1	6" Concrete Removal	APPROX.	935	SY	@	\$25.00 SY	\$23,375.00
2	6" Concrete Pavement	APPROX.	935	SY	@	\$20.00 SY	\$18,700.00
3	Lime Stabilized Subgrade	APPROX.	935	SY	@	\$2.00 SY	\$1,870.00
4	6" Lime	APPROX.	16	TON	@	\$90.00 TON	\$1,440.00
<b>Subtotal Millenium Paving:</b>							<b>\$45,385.00</b>

**Deducts for doing Complete Fire Lane**

1	Sawcut	APPROX.	1,300	LF	@	-\$10.00 LF	-\$13,000.00
2	Longitudinal Butt Joint	APPROX.	1,300	LF	@	-\$10.00 LF	-\$13,000.00
<b>Subtotal Deducts:</b>							<b>-\$26,000.00</b>

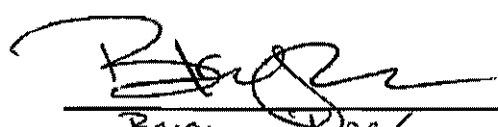
**Total for Complete Fire Lane:** **\$77,015.00**

ACCEPTED:

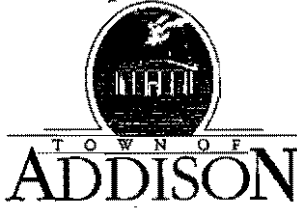
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BANK REF:

  
 \_\_\_\_\_  
 Bryan Lopez  
 SITE CONCRETE, INC.  
 3340 ROY ORR BOULEVARD  
 GRAND PRAIRIE, TEXAS 75050-4207  
 972-313-0733 FAX #972-513-0825  
 ESTIMATING FAX #972-513-0661





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

**(972) 450-2871 FAX (972) 450-2837**  
16801 Westgrove

February 4, 2004

Bryan Piper, Site Concrete, Inc.  
3340 Roy Orr Blvd.  
Grand Prairie, TX 75050-4207

FAX#: 972-513-0661

RE: Spectrum Drive Extension – North Water and Sewer

Bryan:

We have received the plans for PARKVIEW AT ADDISON CIRCLE, the development on the site to the west of your work. Because they are not planning to use the services we anticipated, we would like to include the following changes to our sewer and water plans.

1. Remove the six-inch sewer services and double cleanouts at STATIONS 4+53 (E), 4+95(W), 6+60(E), 6+85(W), 9+45(W), 9+80(E), 10+70(W), and 12+50(W).
2. At STA 5+70, construct standard 4' manhole with 20' of 8" SDR 26 to East, and 1- 8" cap.
3. At STA 7+41 MH, Add new 8" stub-out and cap to East ROW.
4. At STA 11+35 MH, Add new 8" stub-out and cap to East ROW.
5. At STA 14+35 MH, upsize 6"(W) to 8"

**TOTAL ADD:**

1. 1 – 4' standard PIP MH.
  2. 3 - 8" SDR 26 Stub-outs (E) at @ 23' ea. 70' total.
  3. 4 – 8" SDR 26 caps.
  4. 1 – 8" SDR 26 stub-out (W) at @ 55'.
- TOTAL pipe added 125' of 8" SDR 26.

**TOTAL DELETE:**

1. 6 – 6" SDR 26 Stub-outs (W) at @ 55' ea. 330' total.
2. 3 – 6" SDR 26 Stub-outs (E) at @ 23' ea. 70' total. TOTAL 6" SDR 26 deleted – 400'
3. 9 – 6" double cleanouts.
4. 9 – 6" caps.

WATER:

DELETE:

1. 4 – 8" C909 stub-outs (W) at @ 25' ea. Total 100'.
2. 4 – 12" x 8" crosses (to be replaced with 4 – 12x12x8 Tees.
3. 4 – 8" valves.
4. 4 – 8" plugs.

ADD:

1. 4 – 12x12x8" Tees.

STATIONS of deleted 8" water stub-outs:

18+99 Line I, 20+69 Line I, 23+29 Line I, and 24+54 Line I.

*Steve Chutehead*

## Steve Chutchian

---

**From:** David Wilde  
**Sent:** Monday, January 26, 2004 4:35 PM  
**To:** Steve Chutchian  
**Cc:** Mike Murphy; Jim Pierce  
**Subject:** Trench safety at Spectrum.

Steve,

I talked to Jessie with Site Concrete last Thursday regarding the depth of the trench, slopes, and spoil piles. I asked him who their "competent Person" was, and impressed on him our requirement that they are in compliance with all the relevant safety regulations such as OSHA and TCEQ. He indicated that he was their competent person, and that they too were very concerned about safety.

I talked to him again today at 3:15 PM especially referencing the danger of anything avalanching into the trench from above while workers were in it. He again assured me that all was in order, and that they are very concerned with the safety of their workers. He said that with the slopes and soil types, he was sure that the trench was OK. He also said that the "blue shale" at the bottom of the trench was very solid with no cracks or fissures in it.

They have submitted, and I believe you have a copy of, their trench safety specs, prepared for them by Tren-Tech Company, sealed by John Anderson, P.E.. This submittal clarifies the contractor's responsibilities and applicable codes and standards.

Let me know if you have any other specific concerns that you would like me to communicate to the contractor.

*Dave Wilde*  
Public Works Inspector  
Town of Addison  
PH: 972-450-2847



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-0163  
214/749-3278

January 21, 2004

Luke Jalbert  
Town of Addison  
Post Office Box 9010  
Addison, TX 75001-9010

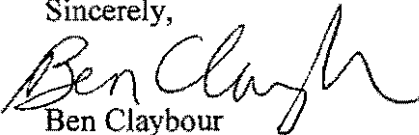
RE: License Agreement No. 200478 for 12-inch water pipeline at Spectrum Drive in Addison, Texas.

Dear Mr. Jalbert:

Please find enclosed one fully executed License Agreement for the above referenced project. Also enclosed is a fully executed Amendment to License Agreement No. 970904 covering the addition of the retaining wall to the existing road crossing license. Please note that no work is authorized until the Contractor's Right of Entry Agreement is received and the required insurance is approved by DART's Risk Management.

If I can be of any further assistance, please contact me at (214)-749-2636.

Sincerely,

  
Ben Claybour  
Right of Way Representative

BFC/bc  
Enclosures

AMENDMENT TO LICENSE NO. 970904

THIS AMENDMENT made by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, V.A.T.C.S., as amended (the "Act"), and the TOWN OF ADDISON, a Texas municipal corporation ("Licensee"), acting herein by and through its duly authorized official, whose mailing address is P. O. Box 9010, Addison, Texas 75001-9010.

WHEREAS, on the 4th of December, 1997, DALLAS AREA RAPID TRANSIT ("DART") entered into License Agreement No. 970904, hereinafter called "License", with Licensee, covering the proposed Spectrum Drive a forty-eight foot public road crossing in Addison, Texas. DART desires to amend said License to include a retaining wall encroachment within the DART-owned Cotton Belt right of way, and Licensee is agreeable thereto.

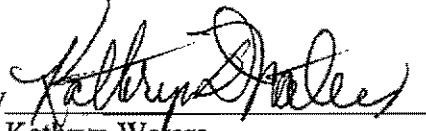
IT IS, THEREFORE, mutually agreed by the parties hereto, as follows:

1. Effective December 1, 2003, the Permitted Improvements shall include a retaining wall encroachment as shown highlighted on Exhibit A, attached hereto and made a part hereof.
2. It is further understood and agreed that, except as amended and changed herein, said License No. 970904 and subsequent amendments and/or supplements, if any, shall remain in full force and effect as to its present terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the 28th day of January, 2004.

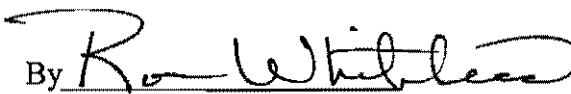
LICENSOR:

DALLAS AREA RAPID TRANSIT

By   
Kathryn Waters  
Vice President  
Commuter Rail & Railroad Management

LICENSEE:

TOWN OF ADDISON

By   
Printed Name:  
Title:



## LICENSE AGREEMENT

THIS Agreement, by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, V.A.T.C.S., as amended (the "Act") and the TOWN OF ADDISON ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is Post Office Box 9010 Addison, Texas 75001-9010.

### WITNESSETH:

1. **Purpose.** DART hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one (1) 12-inch water pipeline (the "Permitted Improvement") crossing the Cotton Belt Line within the proposed Spectrum Drive at Mile Post 598.09, in Addison, Dallas County, Texas, more particularly described as shown in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes; (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** The term of this License shall begin on the **1<sup>st</sup> day of December, 2003** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.** The consideration for the granting of this License shall be (1) payment by Licensee to DART the sum of TEN AND NO/100 (\$10.00) DOLLARS cash in hand paid and (2) the faithful performance by Licensee of each of the obligations undertaken by Licensee in this License.

4. **Non Exclusive License.** This license is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by DART, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** DART's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding DART's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could produce corrosive effects to the Permitted Improvements.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of DART or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and construction of the Permitted Improvements.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to DART and Dallas Garland and Northeastern Railroad (the "Railroad", whether one or more.) Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by DART.

5.03. By acceptance of this License, Licensee agrees to design and construct the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property under this Agreement.

5.04 By acceptance of this License, Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

**5.05. Absence of markers does not constitute a warranty by DART that there are no subsurface installations on the Property.**

**6. Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

**7. DART's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed DART's Standard Contractor's Agreement covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to DART. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

**8. Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of DART. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to DART. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, DART shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to DART upon demand.

**9. Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act.

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.



9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. Licensee shall indemnify and hold DART harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this Agreement.

**10. Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

**11. Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, DART shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, DART shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event DART exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to DART all costs incurred by DART upon demand.

**12. Future Use by DART.**

12.01. This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever.

12.02. In the event that DART shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation of the Permitted Improvements shall be necessary or convenient for DART's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvements so as not to interfere with DART's or DART's assigns use of the Property. In this regard, DART may, but is not obligated to, designate other property for the relocation of the Permitted Improvements. A minimum of thirty (30) days written notice for the exercise of one or more of the above actions shall be given by DART. Relocation will occur within thirty (30) days, unless extended by mutual agreement of the parties.

**13. Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvements on the Property shall be subsequent to the acquisition of the Property by DART and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

**14. Duration of License.** This license shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvements; (b) in the event Licensee shall relocate the Permitted Improvements from the Property; (c) upon termination in accordance with paragraph 19 of this Agreement, whichever event first occurs.

15. **Compliance With Laws and Regulations.** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by Railroad regulations, policies and operating procedures established by the Railroad, or other applicable Railroad regulating bodies, and Licensee agrees to indemnify and hold DART harmless from any failure to so abide and all actions resulting therefrom.

16. **Indemnification.**

16.01. Licensee shall defend, protect, and keep DART and the Railroad forever harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Property by Licensee, its employees, officers, agents, contractors, or assigns, or those holding under Licensee;

16.02. Licensee shall at all times protect, indemnify and **it is the express intention of the parties hereto that Licensee** hold DART and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about said Property resulting from use of the Property by Licensee, its officers, employees, agents, customers and invitees;

16.03. Licensee shall at all times protect, indemnify and hold DART and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees arising out of any failure of Licensee, its employees, officers, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.

17. **Termination of License.**

17.01 At such time as this license may be terminated or canceled for any reason whatever, Licensee, upon request by DART, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition satisfactory to DART, at Licensee's sole expense.

17.02 Acceptance of any license fee by DART after written notice of termination or expiration of this Agreement shall not waive, reinstate, continue or extend the terms of this License.

18. **Assignment.** Except to an entity that is the parent subsidiary or affiliate of Licensee, to whom Licensee may assign or transfer its right under this Agreement, Licensee shall not assign or transfer its rights under this Agreement in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of DART which DART is **under no obligation to grant.**

19. **Methods of Termination.** This Agreement may be terminated in any of the following ways:

19.01. By written Agreement of both parties;

19.02. By either party giving the other party thirty (30) days written notice;


19.03. By either party, upon failure of the other party to perform its obligations as set forth in this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals this  
14th day of January, 2004.

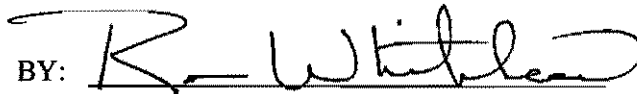
LICENSOR:

DALLAS AREA RAPID TRANSIT

BY:   
KATHRYN D. WATERS  
Vice President  
Commuter Rail & Railroad Management

LICENSEE:

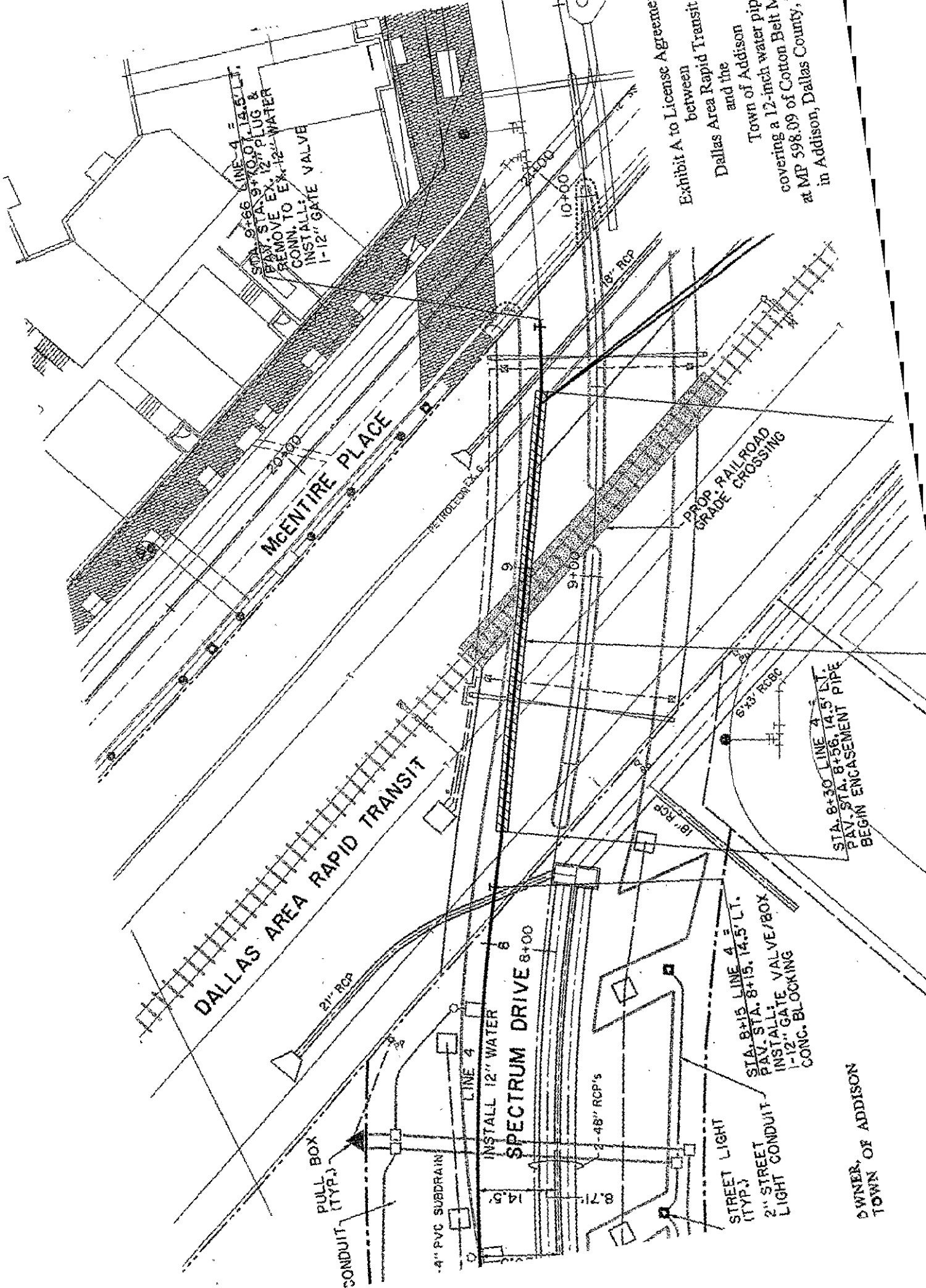
TOWN OF ADDISON

BY: 

Printed Name:

Title:

Exhibit A to License Agreement  
between  
Dallas Area Rapid Transit  
and the  
Town of Addison  
covering a 12-inch water pipe  
at MP 598.09 of Cotton Belt M.  
in Addison, Dallas County, T.



OWNER,  
TOWN OF ADDISON

POLE LITE

TRUSS ARM AND POLE DESIGN  
REVISION 09/09/96

13:36:40 08-10-2004  
ADDISON CITY SPECTRUM DRIVE

ARM DATA

DATA FOR ARM 1  
ARM MATERIAL IS ALUMINUM - 6063-T6-35CODE  
WEIGHT OF ARM 14.9 POUNDS

FIRST ARM IS PERPENDICULAR TO WIND DIRECTION  
YIELD STRENGTH FOR ARM 25000.0 PSI

ITEM	AREA	FACTOR	CENTER OF PRESS.	WHIGHT	CENTER OF GRAV.	CH	DIAM.	TRICK	TAPER	TYPE
1	1.744	1.10	3.500 34.800	14.887	3.500 34.000	1.25	2.89	0.2030	0.000	ROUND
						END COORDINATES - FT	0.00	33.00	7.00	35
LIGHT	1.050	1.20	9.000 0.000	50.000	9.000 0.000	1.25				



*10.08.2004*  
*page 1 of 7*

LOADS APPLIED AT ELEVATION 33	GROUP I	GROUP II	GROUP III	
LATERAL FORCE (X)	0.0	0.0	0.0	POUNDS
GRAVITY FORCE (Y)	-64.9	-64.9	0.0	POUNDS
WIND FORCE (Z)	0.0	139.2	0.0	POUNDS
MOMENT ABOUT X	0.0	194.4	0.0	FT-LBS
MOMENT ABOUT Y(WIND)	0.0	-790.9	0.0	FT-LBS
MOMENT ABOUT Z(GRAV)	-502.1	-502.1	0.0	FT-LBS

STRESSES AT POLE ATTACHMENT POINT				
AXIAL STRESS	10.5	10.5	0.0	PSI
BENDING STRESS	5662.5	10785.0	0.0	PSI
SHEAR STRESS	73.2	350.1	0.0	PSI
COMBINED STRESS RATIO	0.37	0.51	0.00	
ALLOW. AXIAL STRESS	13770.0	19278.0	19278.0	PSI
ALLOW. BENDING STRESS	15300.0	21420.0	21420.0	PSI
ALLOW. SHEAR STRESS	7225.0	10115.0	10115.0	PSI

STRESSES AT MAXIMUM POINT ON ARM				
AXIAL STRESS	10.5	10.5	0.0	PSI
BENDING STRESS	5662.5	10785.0	0.0	PSI
SHEAR STRESS	73.2	350.1	0.0	PSI
COMBINED STRESS RATIO	0.37	0.51	0.00	
DISTANCE FROM POLE	0.0	0.0	9.0	FEET
ALLOW. AXIAL STRESS	13770.0	19278.0	19278.0	PSI
ALLOW. BENDING STRESS	15300.0	21420.0	21420.0	PSI
ALLOW. SHEAR STRESS	7225.0	10115.0	10115.0	PSI



DATA FOR ARM 3  
 ARM MATERIAL IS STEEL  
 WEIGHT OF ARM 6.7 POUNDS  
 ANGLE WITH FIRST ARM 0 DEGREES  
 YIELD STRENGTH FOR ARM 55000.0 PSI

ITEM	AREA	FACTOR	CENTER OF PRESS.	WEIGHT	CENTER OF GRAV.	CH	DIAM.	THICK	TAPER TYPE
1	0.438	1.18	2.080 29.000	6.709	2.000 29.000	1.25	1.32	0.1330	0.000 ROUND
						END COORDINATES - FT	0.00	29.00	4.00 29.00

TRAFFIC AND SIGN LOADS

SIGN NUMBER 1  
 DISTANCE FROM POLE - FT 1.40  
 HEIGHT - FT 12.00  
 WIDTH - FT 0.40  
 WEIGHT - POUNDS 20.0  
 OFFSET FROM ARM CL - FT 0.00

LOADS APPLIED AT ELEVATION 29	GROUP I	GROUP II	GROUP III	
LATERAL FORCE (X)	0.0	0.0	0.0	POUNDS
GRAVITY FORCE (Y)	-26.7	-26.7	0.0	POUNDS
WIND FORCE (Z)	0.0	294.5	0.0	POUNDS
MOMENT ABOUT X	0.0	0.0	0.0	FT-LBS
MOMENT ABOUT Y(WIND)	0.0	-424.9	0.0	FT-LBS
MOMENT ABOUT Z(GRAV)	-41.4	-41.4	0.0	FT-LBS

STRESSES AT POLE ATTACHMENT POINT

AXIAL STRESS	0.0	0.0	0.0	PSI
BENDING STRESS	3741.4	38566.6	0.0	PSI
SHEAR STRESS	108.2	1197.4	0.0	PSI
COMBINED STRESS RATIO	0.10	0.76	0.00	
ALLOW. AXIAL STRESS	33000.0	46200.0	46200.0	PSI
ALLOW. BENDING STRESS	36300.0	50820.0	50820.0	PSI
ALLOW. SHEAR STRESS	18150.0	25410.0	25410.0	PSI

STRESSES AT MAXIMUM POINT ON ARM

AXIAL STRESS	0.0	0.0	0.0	PSI
BENDING STRESS	3741.4	38566.6	0.0	PSI
SHEAR STRESS	108.2	1197.4	0.0	PSI
COMBINED STRESS RATIO	0.10	0.76	0.00	
DISTANCE FROM POLE	0.0	0.0	4.0	FEET
ALLOW. AXIAL STRESS	33000.0	46200.0	46200.0	PSI
ALLOW. BENDING STRESS	36300.0	50820.0	50820.0	PSI
ALLOW. SHEAR STRESS	18150.0	25410.0	25410.0	PSI

DEAD LOAD DEFL. AT END	-0.083	-0.083	0.000	INCHES
WIND LOAD DEFL. AT END	0.008	0.747	0.000	INCHES

DATA FOR ARM 4  
 ARM MATERIAL IS STEEL  
 WEIGHT OF ARM 5.8 POUNDS



ANGLE WITH FIRST ARM 180 DEGREES  
 YIELD STRENGTH FOR ARM 55000.0 PSI

ITEM	AREA	FACTOR	CENTER OF PRESS.	WEIGHT	CENTER OF GRAV.	CH	DIAM.	THICK	TAPER	TYPE
1	0.240	1.10	0.500 12.000	5.787	0.500 12.000	1.00	2.88	0.2030	0.000	ROUND
					END COORDINATES - FT	0.00	12.00	1.00	12.00	
LIGHT	2.500	1.20	1.000 0.000	24.000	1.000 0.000	1.00				

	GROUP I	GROUP II	GROUP III	
LOADS APPLIED AT ELEVATION 12				
LATERAL FORCE (X)	0.0	0.0	0.0	POUNDS
GRAVITY FORCE (Y)	-29.8	-29.8	0.0	POUNDS
WIND FORCE (Z)	0.0	114.4	0.0	POUNDS
MOMENT ABOUT X	0.0	0.0	0.0	FT-LBS
MOMENT ABOUT Y(WIND)	0.0	-109.8	0.0	FT-LBS
MOMENT ABOUT Z(GRAV)	-26.9	-26.9	0.0	FT-LBS
STRESSES AT POLE ATTACHMENT POINT				
AXIAL STRESS	0.0	0.0	0.0	PSI
BENDING STRESS	303.3	1274.4	0.0	PSI
SHEAR STRESS	35.0	138.7	0.0	PSI
COMBINED STRESS RATIO	0.01	0.03	0.00	
ALLOW. AXIAL STRESS	33000.0	46200.0	46200.0	PSI
ALLOW. BENDING STRESS	36300.0	50820.0	50820.0	PSI
ALLOW. SHEAR STRESS	18150.0	25410.0	25410.0	PSI
STRESSES AT MAXIMUM POINT ON ARM				
AXIAL STRESS	0.0	0.0	0.0	PSI
BENDING STRESS	303.3	1274.4	0.0	PSI
SHEAR STRESS	35.0	138.7	0.0	PSI
COMBINED STRESS RATIO	0.01	0.03	0.00	
DISTANCE FROM POLE	0.0	0.0	1.0	FEET
ALLOW. AXIAL STRESS	33000.0	46200.0	46200.0	PSI
ALLOW. BENDING STRESS	36300.0	50820.0	50820.0	PSI
ALLOW. SHEAR STRESS	18150.0	25410.0	25410.0	PSI
DEAD LOAD DEFL. AT END	-0.000	-0.000	0.000	INCHES
WIND LOAD DEFL. AT END	0.000	0.001	0.000	INCHES

POLE DATA

POLE SHAFT IS STEEL  
 YIELD STRENGTH FOR POLE 55000.0 PSI  
 POLE TUBE CROSS SECTION IS ROUND  
 BASE DIAMETER 8.38 INCHES  
 TOTAL POLE LENGTH 33.00 FEET  
 LENGTH ABOVE TOP CONNECTION 5.00 FEET  
 DISTANCE FROM POLE FACE TO ARM 2.00 INCHES  
 BASE ELEVATION 0.00 FEET  
 WEIGHT 374.0 POUNDS

LOAD DATA

WIND VELOCITY 98.00 MPH  
 ICE LOAD 0.00 PSF

GROUP I - DEAD LOAD  
 GROUP II - DEAD LOAD + WIND LOAD  
 GROUP III - DEAD LOAD + HALF WIND LOAD + ICE LOAD  
 COMBINED STRESS RATIO MUST BE < 1.0 FOR ALL GROUPS  
 AASHTO EQUATION 1.3.3(A) IS USED  
 20% OF WIND FORCE USED FOR LATERAL LOAD

POLE RESULTS

BASE AREA 4.63 SQ IN  
 BASE MOMENT OF INERTIA 38.92 IN\*\*4

	GROUP I	GROUP II	GROUP III	
AXIAL FORCE	114.0	521.5	0.0	POUNDS
DESIGN MOMENT	469.4	30233.1	0.0	FT-LBS
WIND MOMENT	0.0	29558.2	0.0	FT-LBS
TRANSVERSE MOMENT	469.4	6352.6	0.0	FT-LBS
DESIGN SHEAR	0.0	1195.3	0.0	POUNDS
TORSION MOMENT	0.0	783.5	0.0	FT-LBS
AXIAL STRESS	52.3	112.5	0.0	PSI
BENDING STRESS	2799.9	39032.9	0.0	PSI
SHEAR STRESS	0.0	1021.6	0.0	PSI
COMBINED STRESS RATIO	0.08	0.81	0.00	
ELEVATION OF MAX CSR	31.00	0.00	33.00	FEET
LAT DEFLECT AT THE TOP	0.92	5.77	0.00	INCHES
HORIZ DEFLECT AT THE TOP	0.00	24.63	0.00	INCHES
DEAD LOAD ROTATION	-0.42	-1.65	0.00	DEGREES
WIND LOAD ROTATION	0.00	6.31	0.00	DEGREES
ALLOWABLE AXIAL STRESS	33000.0	46200.0	46200.0	PSI
ALLOWABLE BENDING STRESS	34540.4	48356.6	54348.6	PSI
ALLOWABLE SHEAR STRESS	18150.0	25410.0	25410.0	PSI
AMPLIFICATION FACTORS	0.9515	0.9515	1.0694	

BASE REACTIONS

AXIAL FORCE	521.5	521.5	0.0	POUNDS
TOTAL MOMENT	479.9	30233.1	0.0	FT-LBS
TOTAL SHEAR	0.0	1195.3	0.0	POUNDS
MAXIMUM TORSION	0.0	783.5	0.0	FT-LBS

BASE BENDING STRESS 619.5 39032.9 0.0 PSI

POLE PROFILE

ELEV	OD	THICK	TAPER	JOINT
0.00	8.375	0.180	0.140	BASE
31.00	4.000	0.237	0.000	

	ELEV	OD	THICK	DESIGN MOMENTS			CRITICAL STRESS RATIOS			ALLOW. STRESSES (2)		
				GROUP 1	GROUP 2	GROUP 3	GROUP 1	GROUP 2	GROUP 3	AXIAL	BENDING	SHEAR
1	0.00	8.38	0.180	480.	30233.	0.	0.021	0.811	0.000	46200.	50820.	25410.
	6.00	7.53	0.180	480.	23217.	0.	0.026	0.776	0.000	46200.	50820.	25410.
2	6.00	7.53	0.180	480.	23217.	0.	0.025	0.775	0.000	46200.	50820.	25410.
	12.00	6.70	0.180	480.	16544.	0.	0.032	0.708	0.000	46200.	50820.	25410.
3	12.00	6.70	0.180	520.	16553.	0.	0.033	0.708	0.000	46200.	50820.	25410.
	16.25	6.10	0.180	520.	12557.	0.	0.040	0.654	0.000	46200.	50820.	25410.
4	16.25	6.10	0.180	520.	12557.	0.	0.040	0.654	0.000	46200.	50820.	25410.
	20.50	5.51	0.180	520.	8791.	0.	0.049	0.570	0.000	46200.	50820.	25410.

5	20.50	5.51	0.180	520.	8791.	0.	0.049	0.570	0.000	46200.	50820.	25410.
	24.75	4.91	0.180	520.	5265.	0.	0.062	0.439	0.000	46200.	50820.	25410.
6	24.75	4.91	0.180	520.	5265.	0.	0.061	0.439	0.000	46200.	50820.	25410.
	29.00	4.32	0.180	520.	2008.	0.	0.080	0.231	0.000	46200.	50820.	25410.
7	29.00	4.32	0.180	469.	1988.	0.	0.072	0.217	0.000	46200.	50820.	25410.
	31.00	4.03	0.180	469.	1162.	0.	0.083	0.149	0.000	46200.	50820.	25410.
8	31.00	4.32	0.180	469.	1162.	0.	0.072	0.128	0.000	46200.	50820.	25410.
	33.00	4.03	0.180	469.	508.	0.	0.082	0.068	0.000	46200.	50820.	25410.

The pole was analyzed varying the wind angle in increments of 5.0 degrees from 0.0 to 360. The following results give the maximum found and the associated wind angle. The Group 2 loadings were applied.

MAXIMUM BASE MOMENT	29562.1	FT-LBS	at	0. DEG
MAXIMUM POLE STRESS RATIO	0.793		at	0. DEG
MAX POLE STRESS RATIO AT BASE	0.793		at	0. DEG

	POLE STRESS	BASE STRESS	
AXIAL FORCE	521.5	521.5	POUNDS
DESIGN MOMENT	29562.1	29562.1	FT-LBS
WIND MOMENT	29558.2	29558.2	FT-LBS
TRANSVERSE MOMENT	479.9	479.9	FT-LBS
DESIGN SHEAR	1174.1	1174.1	POUNDS
TORSION MOMENT	783.5	783.5	FT-LBS
AXIAL STRESS	112.5	112.5	PSI
BENDING STRESS	38166.4	38166.4	PSI
SHEAR STRESS	1012.5	1012.5	PSI
COMBINED STRESS RATIO	0.79	0.79	
ELEVATION OF MAX CSR	0.00	0.00	FEET
ALLOWABLE AXIAL STRESS	46200.0	46200.0	PSI
ALLOWABLE BENDING STRESS	48356.6	48356.6	PSI
ALLOWABLE SHEAR STRESS	25410.0	25410.0	PSI
AMPLIFICATION FACTORS	0.9520	0.9520	
BASE REACTIONS			
AXIAL FORCE	521.5	521.5	POUNDS
TOTAL MOMENT	29562.1	29562.1	FT-LBS
TOTAL SHEAR	1174.1	1174.1	POUNDS
MAXIMUM TORSION	783.5	783.5	FT-LBS
BASE BENDING STRESS	38166.4	38166.4	PSI

ELEV	OD	THICK	MOMENT GROUP 2	CSR GROUP 2	ALLOW. STRESSES (2)			
					AXIAL	BENDING	SHEAR	
1	0.00	8.38	0.180	29562.	0.793	46200.	50820.	25410.
	6.00	7.53	0.180	22683.	0.758	46200.	50820.	25410.
2	6.00	7.53	0.180	22683.	0.758	46200.	50820.	25410.
	12.00	6.70	0.180	16139.	0.691	46200.	50820.	25410.
3	12.00	6.70	0.180	16140.	0.691	46200.	50820.	25410.
	16.25	6.10	0.180	12223.	0.637	46200.	50820.	25410.
4	16.25	6.10	0.180	12223.	0.636	46200.	50820.	25410.
	20.50	5.51	0.180	8531.	0.554	46200.	50820.	25410.
5	20.50	5.51	0.180	8531.	0.553	46200.	50820.	25410.
	24.75	4.91	0.180	5076.	0.474	46200.	50820.	25410.
6	24.75	4.91	0.180	5076.	0.473	46200.	50820.	25410.
	29.00	4.32	0.180	1895.	0.219	46200.	50820.	25410.
7	29.00	4.32	0.180	1881.	0.205	46200.	50820.	25410.
	31.00	4.03	0.180	1085.	0.139	46200.	50820.	25410.

8	31.00	4.32	0.180	1085.	0.120	46.	50820.	25410.
	33.00	4.03	0.180	508.	0.068	46200.	50820.	25410.

DESIGN PARAMETERS FOR BASE PLATE

BASE PLATE SIZE - SQUARE	14.000	IN	
BOLT CIRCLE DIAMETER	14.000	IN	
SOCKET BOTTOM OFFSET	0.245	IN	
PLATE WIDTH ACROSS CORNER	11.421	IN	
BOLT FORCE MOMENT ARM	2.813	IN	
ALLOWABLE PLATE BENDING STRESS	33264.	PSI	
ALLOWABLE BOLT AXIAL STRESS	38500.	PSI	
ALLOWABLE BOLT SHEAR STRESS	38500.	PSI	
ALLOWABLE WELD SHEAR STRESS	26460.	PSI	
MAXIMUM PLATE THICKNESS	1.2500	IN	at 25. DEG
MINIMUM WELD LEG LENGTH	0.1700	IN	at 0. DEG
MAXIMUM BOLT FORCE	22734.	POUNDS	at 25. DEG
ACTUAL BOLT AXIAL STRESS	37514.	PSI	
ACTUAL BOLT SHEAR STRESS	950.	PSI	
REQUIRED BOLT DIAMETER	1.000	IN	
REQUIRED BOLT AREA	0.606	IN	

POLE PROPERTIES

ELEVATION	DIAMETER	WALL	AREA	I	S
FT.	INCHES	INCH	SQIN	IN <sup>4</sup>	IN <sup>3</sup>
1 0.00	8.375	0.1800	4.63	38.9	9.3
2 6.00	7.535	0.1800	4.16	28.1	7.5
3 12.00	6.695	0.1800	3.68	19.6	5.8
4 16.25	6.100	0.1800	3.35	14.7	4.8
5 20.50	5.505	0.1800	3.01	10.7	3.9
6 24.75	4.910	0.1800	2.67	7.5	3.1
7 29.00	4.315	0.1800	2.34	5.0	2.3
8 31.00	4.315	0.1800	2.34	5.0	2.3
9 33.00	4.035	0.1800	2.18	4.1	2.0

POLE SEGMENT DATA

ELEVATION		WEIGHT	PROJECTED			WIND	
BOTTOM	TOP		AREA	CD	CH	PSF	FORCE
FT.	FT.	LBS	SQFT			LBS	
0.00	6.00	89.59	4.0	0.49	0.80	13.8	58.8
6.00	12.00	79.91	3.6	0.57	0.80	15.9	56.7
12.00	16.25	50.75	2.3	0.65	1.00	22.9	51.8
16.25	20.50	45.89	2.1	0.74	1.00	26.0	53.4
20.50	24.75	41.03	1.8	0.85	1.00	29.9	55.1
24.75	29.00	36.18	1.6	1.00	1.00	35.0	57.2
29.00	31.00	15.34	0.7	1.10	1.10	42.4	29.5
31.00	33.00	15.34	0.7	1.10	1.10	42.4	29.5



The contractor is well known and maintains a good reputation. Site Concrete, Inc. was also the low bidder on the Airport Apron Project.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to enter into a contract with Site Concrete, Inc., in the amount of \$2,536,979.50, for the Spectrum North/South Extension Project.



# **SITE CONCRETE, INC.**

3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825

Estimating Fax 972-513-0661

October 7, 2004

Steve Chutchian, P.E., Project Manager  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Per our agreement, the final chargeable work date for this project is September 14<sup>th</sup>, 2004. Our current contract ends on October 8<sup>th</sup>, 2004. That leaves Site Concrete, Inc. with a bonus of 24 days. In addition, some items will not be complete at the time of acceptance. However, Site Concrete, Inc. will ensure that electrical power is coordinated with all parties involved. Site Concrete, Inc. also understands that American Landscape has a few plants that still need to be planted but cannot do to the current season. American Landscape will install these plants at the earliest available time with no additional cost to the Town of Addison. It is further understood that the Railroad Controls are not in my contract, but we will coordinate the final work with RCL to provide an opening of the South Side Extension as soon as possible. Also, all barricades and traffic control devices will be removed at our expenses with the opening of the South Extension. It should also be known that your warranty does not start until October 9<sup>th</sup>, 2004 per our agreement. Should you have any further questions regarding this matter or warranty issues please feel free to call my office.

Sincerely,

Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Jean Boney, President-Site Concrete, Inc.

DATE SUBMITTED: March 2, 2004  
FOR COUNCIL MEETING: March 9, 2004

### **Council Agenda Item**

#### **SUMMARY:**

This item is for Council approval of a change order, in the amount of \$101,587.00, for the construction of Spectrum Drive North/South Extension Project.

#### **FINANCIAL IMPACT:**

Budgeted Amount:               \$3,100,000

Change Order Cost:             \$101,587.00

Source of Funds:                \$2,600,000 from Bond Sale. Remaining amount from  
Unallocated Bond Fund Proceeds

#### **BACKGROUND:**

The Spectrum Drive North/South Extension Project was established as part of the Year 2000 General Obligation Bond Program. In December 2003, a construction contract was awarded to Site Concrete, Inc., in the amount of \$2,536,979.50, which is approximately \$563,000 under the budgeted amount. During the construction of these improvements, Public Works Department staff and the Contractor have identified several necessary field changes. Accordingly, a change order in the total amount of \$101,587.00 was prepared and submitted to Council for consideration. This change order is the result of the following construction issues:

- The design engineer, Huitt-Zollars, Inc., inadvertently omitted pay quantities in the contract proposal for the removal and replacement of an existing concrete drive and fire lane at the Millenium building site. This work is an integral component of the project, and was included in the engineering design. It is necessary because a proposed outfall box culvert storm sewer system must be constructed under the existing drive and fire lane. Staff evaluated the possibility of moving the culvert to either side of the concrete drive. However, development plans on the Millenium side include the construction of a new structural facility that will prevent any encroachment from this project. The box culvert cannot be placed on the other side of the drive due to the proximity of the DART right-of-way and the location of numerous utility and fiber optic lines. The Contractor originally designed the drive replacement with 6" reinforced concrete over a lime stabilized subgrade. Equivalent work on other areas of this project was bid at \$30.00 per square yard for concrete and \$2.00 per square yard for lime stabilization, with a total unit cost of \$32.00 per square yard. However, the



DATE SUBMITTED: February 18, 2002  
FOR COUNCIL MEETING: February 26, 2002

### **Council Agenda Item**

#### **SUMMARY:**

This item is for the approval of an Engineering Services Contract for the design of the Spectrum Drive-North & South Extensions.

#### **FINANCIAL IMPACT:**

Budgeted Amount: \$3,000,000 Total - \$2,600,000 from Bond Sale  
Remaining amount from Developer contributions

Cost: \$228,000 (Engineering Only)

Source of Funds: Funds for engineering design of this project are available from the Year 2000 General Obligation Bond Program, Project No. 25300.

#### **BACKGROUND:**

This project was established as part of the current Capital Improvements Program. The portion of Spectrum Drive, from Morris Avenue to Airport Parkway, is a continuation of the second phase of the Addison Circle project. Spectrum Drive will also be extended south, from the DART railroad right-of-way to Arapaho Road. The design of a Quiet Zone at the railroad crossing and streetscape improvements are also included in the project. The attached proposal for engineering services was negotiated with the firm of Huitt-Zollars, Inc., in the amount not to exceed \$228,000.00, for the design of this project.

#### **RECOMMENDATION:**

It is recommended that Council authorize the City Manager to enter into a contract with Huitt-Zollars, Inc., in the amount of \$228,000.00, for engineering services associated with the design of Spectrum Drive-North & South Extensions.

DATE SUBMITTED: August 2, 2004  
FOR COUNCIL MEETING: August 10, 2004

### **Council Agenda Item**

#### **SUMMARY:**

This item is for Council approval of Change Order No 2, in the amount of \$55,049.90, for the construction of Spectrum Drive North/South Extension Project.

#### **FINANCIAL IMPACT:**

Budgeted Amount:               \$3,100,000

Change Order Cost:           \$55,049.90

Source of Funds:               \$2,600,000 from Bond Sale. Remaining amount from transfer of funds from Addison Road widening project.

#### **BACKGROUND:**

The Spectrum Drive North/South Extension Project was established as part of the Year 2000 General Obligation Bond Program. In December 2003, a construction contract was awarded to Site Concrete, Inc., in the amount of \$2,536,979.50, which is approximately \$563,000 under the budgeted amount. During the construction of these improvements, Public Works Department staff and the Contractor have identified several necessary field changes. Accordingly, a change order in the total amount of \$101,587.00 was prepared and approved by Council in March 2004. As the construction of Spectrum Drive proceeded, it was determined that a second change order, in the total amount of \$55,049.90, is also necessary to complete the project. This change order is the result of the following construction issues:

- Several signal and pedestrian poles required adjustments to anchor bolts, backplates and boring, in the amount of \$13,703.00.
- A portion of the existing concrete pavement on the south portion of the project requires removal and replacement to eliminate damaged and mis-aligned pavement, in the amount of \$4,938.00.
- The hand rail on the proposed retaining wall around the Millenium Bldg. drive must be extended for security and pedestrian safety. In addition, steep slopes on both sides of this retaining wall will be secured with a millsap stone wall and millsap stone steps, respectively, in the amount of \$19,870.00.
- In order to meet ADA construction requirements and match surrounding infrastructure, it was determined that additional brown brick was needed for border installation, in the amount of \$9,08.90.

- ✓
- The Engineer did not adequately compensate for existing drainage patterns on the east and west sides of Spectrum Drive, at Airport Pkwy. As a result, additional drainage improvements were required, in the amount of \$7,500.00

The resulting total construction cost is increased to \$2,693,616.40. In addition, the installation of new street light poles along Spectrum Drive will cost \$319,700.00. The total project cost remains under the budgeted amount by approximately \$86,683.60.

**RECOMMENDATION:**

It is recommended that Council approve Change Order No. 2, in the amount of \$55,049.90, for the construction of the Spectrum Drive North/South Extension Project.



3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

October 7, 2004

Steve Chutchian, P.E., Project Manager  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Site Concrete, Inc. would like to thank the Town of Addison and its staff in the completion of Spectrum Dr. North/South Extension. It has been a pleasure to work with everyone involved. Although there are a few unresolved issues regarding the electrical situation, we believe the Town has a wonderful product and we are proud to say we were the contractor. If the unforeseen event arises that a warranty claim is needed, please feel free to call my office.

Sincerely,

Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Jean Boney, President-Site Concrete, Inc.

# **Spectrum Extension Landscape Inspection**

October 14,2004

## **Plantings:**

- 1) Stake all trees in grated sidewalk wells with 4-point system.
- 2) Eradicate grass growing in paver sidewalks
- 3) Additional pruning on Red Oaks needed; Town of Addison staff must be present to supervise this process
- 4) Supply letter of guarantee to plant remainder of unavailable perennials by June 1, 2005
- 5) Replace few dead/missing Dwarf Yaupon Holly
- 6) Treat ants in controller cabinet Arapaho portion of project

## **Irrigation:**

- 1) Unable to check irrigation due to lack of power to the controllers; Town of Addison working to get meters installed by TXU
- 2) Phone lines not installed to controllers; Town of Addison working to get phone drops installed by SBC
- 3) Not able to verify operation of controllers, phone communications, flow meters, master valves, etc., for the due to numbers 1-2 above.

Ron Lee  
Parks Operations Manager, Town of Addison

TOWN OF  
ADDISON

PUBLIC WORKS

To: BRYAN PIPER

From: STEVE CHUTCHIAN

Company: SITE CONCRETE

FAX #: 972-513-0661

Date: 10/18/04

No. of pages (including cover): 2

Phone: 972/450-2886

Fax: 972/450-2837

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

No. of pages (including cover): 2

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



3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

October 7, 2004

Steve Chutchian, P.E., Project Manager  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Per our agreement, the final chargeable work date for this project is September 14<sup>th</sup>, 2004. Our current contract ends on October 8<sup>th</sup>, 2004. That leaves Site Concrete, Inc. with a bonus of 24 days. In addition, some items will not be complete at the time of acceptance. However, Site Concrete, Inc. will ensure that electrical power is coordinated with all parties involved. Site Concrete, Inc. also understands that American Landscape has a few plants that still need to be planted but cannot do to the current season. American Landscape will install these plants at the earliest available time with no additional cost to the Town of Addison. It is further understood that the Railroad Controls are not in my contract, but we will coordinate the final work with RCL to provide an opening of the South Side Extension as soon as possible. Also, all barricades and traffic control devices will be removed at our expenses with the opening of the South Extension. It should also be known that your warranty does not start until October 9<sup>th</sup>, 2004 per our agreement. Should you have any further questions regarding this matter or warranty issues please feel free to call my office.

Sincerely,

Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Jean Boney, President-Site Concrete, Inc.



3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

October 7, 2004

Steve Chutchian, P.E., Project Manager  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Site Concrete, Inc. would like to thank the Town of Addison and its staff in the completion of Spectrum Dr. North/South Extension. It has been a pleasure to work with everyone involved. Although there are a few unresolved issues regarding the electrical situation, we believe the Town has a wonderful product and we are proud to say we were the contractor. If the unforeseen event arises that a warranty claim is needed, please feel free to call my office.

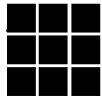
Sincerely,

Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Jean Boney, President-Site Concrete, Inc.





# Half Associates, Inc.

ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

8616 Northwest Plaza Drive  
Dallas, Texas 75225-4211  
(214) 346-6200  
Fax (214) 739-0108

## LETTER OF TRANSMITTAL

**TO:** Steven Z. Chutchian, P.E.  
Asst. City Engineer  
Town of Addison  
16801 Westgrove  
Addison, TX 75001

**DATE:** January 5, 2004

**AVO:** 21738

**FROM:** John Howell  
*Email: jhowell@half.com*

**PROJECT:** Spectrum Drive Extension  
Drainage Project

**WE ARE SENDING YOU**     ATTACHED     Under separate cover via \_\_\_\_\_ the following:  
 Shop Drawings     Prints     Plans     Drawings     Specifications  
 Copy of letter     Change order     Other: See Items Sent

**THESE ARE TRANSMITTED as checked below:**

For approval     Approval 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/comment     Other: \_\_\_\_\_

**ITEMS SENT: Parcel 7 – CMA Land, L.L.C.**

Original filed Drainage Easement from CMA Land, L.L.C. to Town of Addison.

**COMMENTS:**

Steve,

If you need anything further with regard to this matter, please advise.

Have very much enjoyed working with you on this and look forward to our next project.

SIGNED: John Howell

COPIES:     FILE     OWNER     CONTRACTOR

2646917

DRAINAGE EASEMENT 4294658  
11/24/03

\$20.00 Deed

STATE OF ~~TEXAS~~ <sup>GEORGIA</sup> )  
COUNTY OF ~~DALLAS~~ <sup>DEKALB</sup> )

KNOW ALL MEN BY THESE PRESENTS;

THAT CMA LAND, L.L.C., ("Grantor"), a Georgia limited liability company, represented herein by CHARLES BRADY, its PRESIDENT, duly authorized, of DEKALB County, GA, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations to Grantor, in hand paid by the TOWN OF ADDISON, TEXAS, a municipal corporation ("Grantee"), whose address is 16801 Westgrove, Addison, Texas 75001, the receipt and sufficiency of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto Grantee the right to enter upon and construct, maintain, operate, repair, replace, change, add and/or remove drainage facilities with all necessary appurtenances thereto, over, across, under and through that certain land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, County of Dallas, State of Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

Grantor acknowledges that the consideration paid by Grantee is full and final payment for all rights and privileges herein granted.

No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easement conveyed herein. Grantee shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its system. Grantee shall at all times have the right of ingress and egress to and from and upon any of said easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its system without the necessity at any time of procuring the permission of anyone.

The easement rights and privileges herein granted shall be perpetual and shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, respectively and their respective successors and assigns.

Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**TO HAVE AND TO HOLD** the above described easement and rights appurtenant thereto unto Grantee, its successors and assigns.

EXECUTED this 14 day of November, 2003.

CMA LAND, L.L.C., a Georgia limited liability company

By: Charles W. Brady

GEORGIA  
STATE OF ~~TEXAS~~ )  
COUNTY OF DEKALB )

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES W. BRADY, PRESIDENT of CMA LAND LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of NOVEMBER, 2003.

My commission expires:  
Notary Public, DeKalb County, Georgia  
My Commission Expires February 14, 2004

Marsha R. Kerestes  
Notary Public in and for the State of ~~Texas~~ Georgia

Notary's Printed Name:  
MARSHA R. KERESTES

**SPECTRUM DRIVE  
DRAINAGE EASEMENT EXHIBIT  
LAND DESCRIPTION  
PARCEL 7**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of a 3.5343 acres of land platted as Millennium Phase II, an addition to the Town of Addison, Texas as recorded in Volume 98221, Page 00022 of the Deed Records of Dallas County, Texas and also being a portion of Tract 1 described in instrument to CMA LAND, L.L.C., a Georgia limited liability company as recorded in Volume 2002176, Page 13545 of the Deed Records of Dallas County, Texas and re-filed in Volume 2003029, Page 00781 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

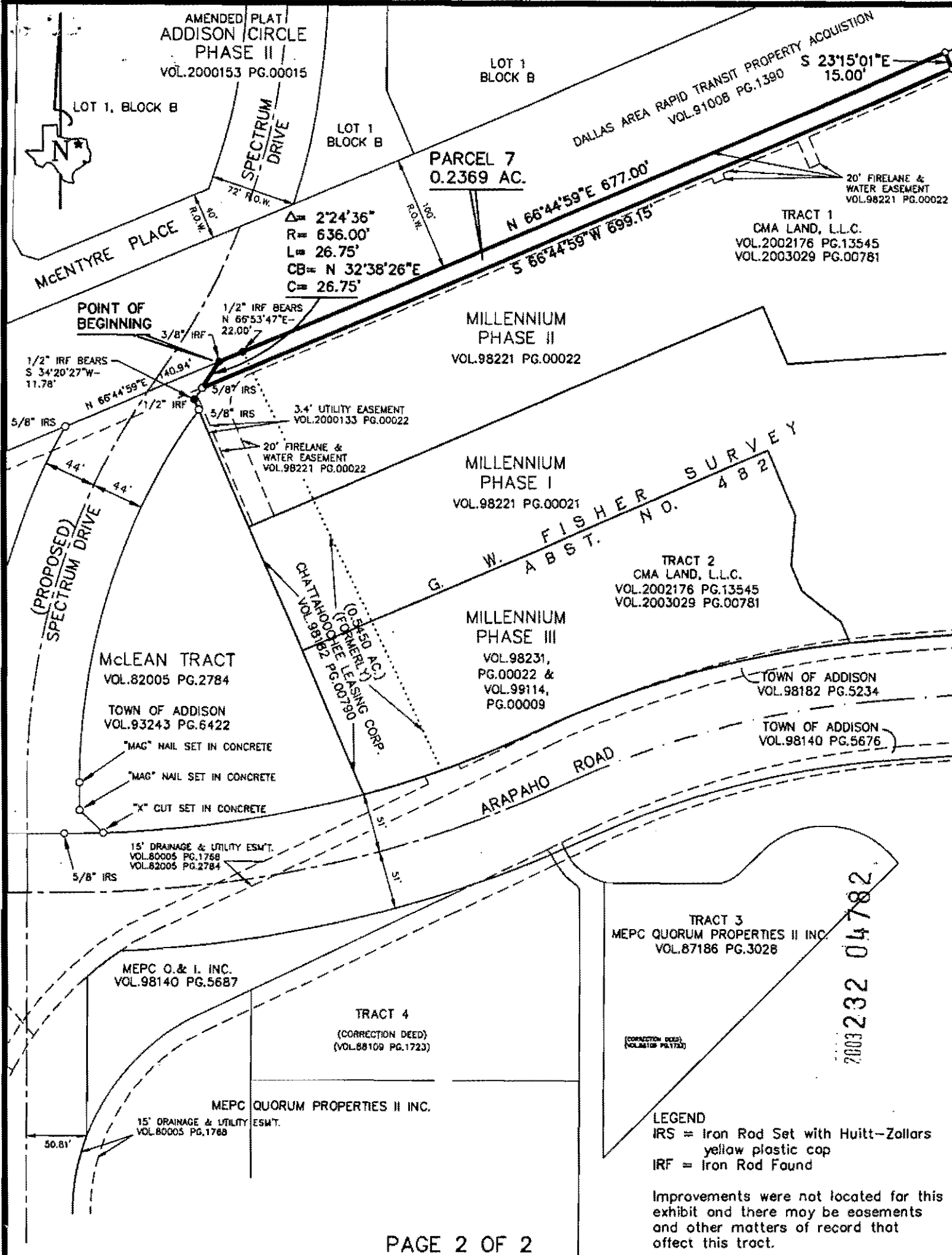
BEGINNING at a 3/8 inch iron rod found at the northwest corner of said Millennium Phase II, said point being on the southeasterly line of Dallas Area Rapid Transit Property Acquisition (100 foot wide right-of-way at this point, hereinafter called "DART right-of-way" as recorded in Volume 91008, Page 1390, Deed Records, Dallas County, Texas), from which a 1/2 inch iron rod found for the northeast corner of the McLean Tract, a 9.645 acre addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas bears North 66 degrees 53 minutes 47 seconds East at a distance of 22.00 feet;

THENCE North 66 degrees 44 minutes 59 seconds East along the southeasterly DART right-of-way line and northwesterly line of said Millennium Phase II a distance of 677.00 feet to a point for a corner;

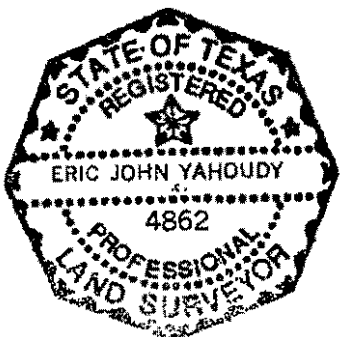
THENCE South 23 degrees 15 minutes 01 second East departing the northwesterly line of said Millennium Phase II a distance of 15.00 feet to a point for a corner;

THENCE South 66 degrees 44 minutes 59 seconds West parallel with the northwesterly line of said Millennium Phase II a distance of 699.15 feet to a point for a corner on a westerly line of said Millennium Phase II from which a 1/2 inch iron rod found for a westerly corner of said Millennium Phase II bears South 34 degrees 20 minutes 27 seconds West at a distance of 11.78 feet, said point being the beginning of a non-tangent curve to the left having a central angle of 2 degrees 24 minutes 36 seconds, a radius of 636.00 feet and being subtended by a 26.75 foot chord bearing North 32 degrees 38 minutes 26 seconds East;

THENCE northerly along said curve to the left an arc distance of 26.75 feet to the POINT OF BEGINNING and containing 0.2369 of an acre of land, more or less.



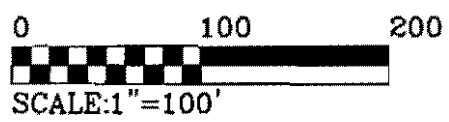
PAGE 2 OF 2



This is to certify that the above survey was made under my supervision on July 10, 2003 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. J. Yahoudy* 7-11-03

Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862



**HUITT-ZOLIARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

**SPECTRUM DRIVE**  
**DRAINAGE EASEMENT EXHIBIT**  
**TOWN OF ADDISON, TEXAS**

Prepared For: **TOWN OF ADDISON**  
16801 Westgrove Dr., Addison, TX 75001

**EXHIBIT PARCEL NO. 7**  
**OWNER: CMA LAND, L.L.C.**  
**AREA: 0.2369 AC. DATE: 7/10/2003**

2003 232 04783

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

2003 NOV 24 PM 12: 27

*Opal Sylvia Cannon*  
COUNTY CLERK  
DALLAS CO., TEXAS

RA



**Halff Associates**

ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

John Howell

8616 Northwest Plaza Drive • Dallas, Texas 75225-4292  
(214) 346-6200 Fax (214) 739-0095 Direct Dial (214) 217-6659  
Email: [jhowell@halff.com](mailto:jhowell@halff.com) Website <http://www.halff.com>



3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

October 7, 2004

Steve Chutchian, P.E., Project Manager  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Per our agreement, the final chargeable work date for this project is September 14<sup>th</sup>, 2004. Our current contract ends on October 8<sup>th</sup>, 2004. That leaves Site Concrete, Inc. with a bonus of 24 days. In addition, some items will not be complete at the time of acceptance. However, Site Concrete, Inc. will ensure that electrical power is coordinated with all parties involved. Site Concrete, Inc. also understands that American Landscape has a few plants that still need to be planted but cannot do so in the current season. American Landscape will install these plants at the earliest available time with no additional cost to the Town of Addison. It is further understood that the Railroad Controls are not in my contract, but we will coordinate the final work with RCL to provide an opening of the South Side Extension as soon as possible. Also, all barricades and traffic control devices will be removed at our expense with the opening of the South Extension. It should also be known that your warranty does not start until October 9<sup>th</sup>, 2004 per our agreement. Should you have any further questions regarding this matter or warranty issues please feel free to call my office.

Sincerely,

Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Jean Boney, President-Site Concrete, Inc.



3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

October 7, 2004

Steve Chutchian, P.E., Project Manager  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Site Concrete, Inc. would like to thank the Town of Addison and its staff in the completion of Spectrum Dr. North/South Extension. It has been a pleasure to work with everyone involved. Although there are a few unresolved issues regarding the electrical situation, we believe the Town has a wonderful product and we are proud to say we were the contractor. If the unforeseen event arises that a warranty claim is needed, please feel free to call my office.

Sincerely,

Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Jean Boney, President-Site Concrete, Inc.



## Load Simulation Request Form

**Directions:** If a new ESI ID with no previous usage history is involved, fill out the spreadsheet below. If usage history exists, we will either need a Letter of Authorization to obtain the usage history from the Wires & Poles Company, or, the monthly usage history (kWh & kw) can be provided below.

Basic	ESI ID - (If Available)	Address	City	State	Zip	TX	75001	TSP	TAUED					
Town of Addison	10443720007131217	45483 Spectrum Drive # 300 (traffic signals)	Addison											
Account Description / Building Type / SIC	Commercial Lighting System													
Square Footage / Number of Floors	24 - 1													
Type of HVAC System	N/A													
Water Heater	N/A													
Type of Cooling Equipment	N/A													
Daily Operating Schedule: N/A Number of Shifts*: N/A Hours of Operation per Shift*: N/A Office/Powered with Manufacturing (Yes/No): N/A Type of Manufacturing Facility* (e.g. metals, chemicals): N/A														
Commercial Lighting System: N/A Light Load - Number, Type, Wattage & Voltage: 123.3 VAC 5.1 A 678.8 W Precer Loads - Number, HP, Voltage: N/A Additional Load or Utility Information below: N/A STREET LIGHTS N/A COMPANION														
* For Manufacturing Facilities Only														
Provide Usage History below for Existing ESI IDs														
Load Simulation	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	kWh Totals	
Start Date														

North  
 Landscape ✓  
 Street lights

South  
 Landscape ✓  
 Street lights  
 Signals ✓

123.3 VAC  
 5.1 A  
 678.8 WATT

DY  
 PH TO CELL





TXU  
Power Setup  
Larry Redik

972-323-8917



## Steve Chutchian

---

**From:** Patrick Nwakoby [pnwakoby@expl.com]  
**Sent:** Thursday, August 12, 2004 4:04 PM  
**To:** Steve Chutchian  
**Subject:** [Maybe SPAM] Spectrum Drive - Invoice from Explorer

Good afternoon Steve!

Michael Floyd forwarded your e-mail to me regarding the above referenced project.

I will forward the backup information to you. The reason we did not include the backup information is because we had agreed with the Town of Addison a payment of \$12,000.00. As you will see from the backup information, the project cost us over \$70,000.00.

There was no physical adjustment of the pipeline - We excavated and inspected our coating and repaired at our own expense any damaged coating.

Thanks.

Patrick

**Steve Chutchian**

---

**To:** mfloyd@expl.com  
**Subject:** Spectrum Drive Inspection

Michael:

The Town of Addison is in receipt of your invoice, in the amount of \$12,000, for excavation and inspection of your existing pipeline at Spectrum Drive. In order for us to process this invoice, we need to respectfully request the following information:

- a. A cost breakout by item for the work performed and totalling \$12,000.
- b. An explanation of the "pipeline adjustment" that is referenced in the invoice. We were under the impression that your company was inspecting the line, and that no adjustments to size, location, or integrity of the system were deemed necessary.

Your assistance is greatly appreciated. We look forward to hearing from you.

Sincerely,

Steve Chutchian, P.E.  
Assistant City Engineer

TXU GAS

641



OFFICE: 1-800-266-2489

FAX: 1-800-253-9602

E-MAIL: cityinspections@txu.com

CITY OF: Addison

FROM: Bruce Ellis NAME DATE 3 Sept. 2004 PHONE# 972/450-2888 FAX# 972/450-2837

Table with 7 columns: C, R, Electric and Gas, Type Release, Inspector or Permit #, Inspection Address, Builder/Owner/Tenant/Contractor. Contains 10 rows of inspection data.

\* ELECTRIC PERMIT TYPES: T-POLE, PERM, C/PERM, UPGRADE, C/O. \* GAS PERMIT TYPES: ROUGH-IN, MOVE IN, EXISTING SERVICE.





## Steve Chutchian

---

**From:** Bruce Ellis  
**Sent:** Friday, September 03, 2004 11:57 AM  
**To:** Randy Moravec; Steve Chutchian; Lynn Chandler  
**Cc:** David Wilde; Robin Jones; Mike Murphy; Jim Pierce; Ron Lee; Slade Strickland; Charles Mitchell  
**Subject:** Electric Services

Randy - The following is a list of meters that need to have service accounts established.

15889 Spectrum # 100 - Landscape  
# 200 - Street Lights

15493 Spectrum # 100 - Landscape  
# 200 - Street Lights  
# 300 - Traffic Control

I know that you set up single acct. for these locations BUT each location has a meter bank SO each meter will require it own acct.

I will go ahead and sent a FAX to Oncor for service release - this will then be sent to our service provider.

Should you have any questions please let me know.

Bruce 2888

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone

August 24, 2004

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

*VOID*  
*SZC*  
*8/26/04*

**RE: Spectrum Drive-North & South Extensions  
Contract Amendment #3**

Dear Mr. Chutchian

Pursuant to our meeting on August 24, 2004, Huitt-Zollars is providing this contract amendment for additional services associated with the electrical re-design of the vehicular street lights. In the event the city proceeds with metered street lights, Huitt-Zollars will provide revised construction drawings reflecting the circuits, wire sizes and other items needed for the contractor to price and install wiring to power the lights. It is assumed that the wiring will be installed in the existing 2" conduit which was reserved for street lighting per the original non-metered design.

Huitt-Zollars requests a lump sum fee increase in the amount of **\$3,000** to make the noted design revisions. We will deliver revised construction drawings for this contract amendment within 8 working days of signed authorization to proceed.

## TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this proposal.

### 1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

### 2. COST ESTIMATES FOR PROPOSED CONSTRUCTION

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

### 3. STANDARD OF PRACTICE

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

### 4. SALES TAXES

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
Contract Amendment #3  
August 24, 2004  
Page 2 of 4

#### **5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

#### **6. LIMITATION OF LIABILITY**

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

#### **7. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

#### **8. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

#### **9. ADDITIONAL SERVICES**

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
Contract Amendment #3  
August 24, 2004  
Page 3 of 4

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

AUTHORIZATION

If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Basis for Professional Fees and Charges" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

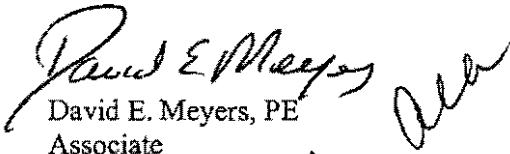
Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

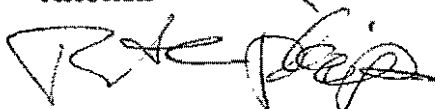
Accepted for:

HUITT-ZOLLARS, INC.

Town of Addison,

  
David E. Meyers, PE  
Associate

\_\_\_\_\_  
Signature

  
Robert L. Phillips  
Senior Vice-President

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

Mr. Steven Z. Chutchian, P.E.  
 Spectrum Drive-North & South Extension  
 Contract Amendment #3  
 August 24, 2004  
 Page 4 of 4

**DALLAS  
 2003  
 HOURLY RATE SCHEDULE**

*Engineering/Architecture*

Principal-In-Charge	\$ 170.00
Sr. Project Manager	\$ 140.00
Project Manager	\$ 125.00
Sr. Civil Engineer	\$ 120.00
Sr. Structural Engineer	\$ 120.00
Sr. Mechanical Engineer	\$ 140.00
Sr. Electrical Engineer	\$ 140.00
Civil Engineer	\$ 100.00
Structural Engineer	\$ 100.00
Mechanical Engineer	\$ 110.00
Electrical Engineer	\$ 110.00
Plumbing Engineer	\$ 125.00
Engineer Intern	\$ 80.00
Sr. Landscape Architect	\$ 110.00
Landscape Architect	\$ 80.00
Landscape Architect Intern	\$ 70.00
Sr. Planner	\$ 110.00
Planner	\$ 80.00
Planner Intern	\$ 70.00
Sr. Environmental Scientist	\$ 110.00
Environmental Scientist	\$ 80.00
Sr. Designer	\$ 90.00
Designer	\$ 85.00
Sr. CADD Technician	\$ 85.00
CADD Technician	\$ 70.00

*Administrative*

Sr. Project Support	\$ 55.00
Project Support	\$ 45.00

*Survey*

Survey Manager	\$ 135.00
Sr. Project	\$ 95.00
Project Surveyor	\$ 85.00
Surveyor Intern	\$ 75.00
Survey Technician	\$ 70.00

*Survey Crews*

1-Person Survey Crew	\$ 75.00
2-Person Survey Crew	\$ 105.00
3-Person Survey Crew	\$ 125.00
1-Person Survey Crew-GPS	\$ 140.00
2-Person Survey Crew-GPS	\$ 160.00
3-Person Survey Crew-GPS	\$ 185.00

**Construction**

Construction Manager	\$ 135.00
Resident Engineer	\$ 120.00
Resident Project Representative	\$ 85.00

*Reimbursable Expenses*

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	\$0.375/mile

Client Initial \_\_\_\_\_

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

August 24, 2004

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

**RE: Spectrum Drive-North & South Extensions  
Contract Amendment #3**

Dear Mr. Chutchian

Pursuant to our meeting on August 24, 2004, Huitt-Zollars is providing this contract amendment for additional services associated with the electrical re-design of the vehicular street lights. In the event the city proceeds with metered street lights, Huitt-Zollars will provide revised construction drawings reflecting the circuits, wire sizes and other items needed for the contractor to price and install wiring to power the lights. It is assumed that the wiring will be installed in the existing 2" conduit which was reserved for street lighting per the original non-metered design.

Huitt-Zollars requests a lump sum fee increase in the amount of **\$3,000** to make the noted design revisions. We will deliver revised construction drawings for this contract amendment within 8 working days of signed authorization to proceed.

## **TERMS & CONDITIONS**

---

**Following are the Terms and Conditions that will apply to this proposal.**

**1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

**2. COST ESTIMATES FOR PROPOSED CONSTRUCTION**

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

**3. STANDARD OF PRACTICE**

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. SALES TAXES**

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

**5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

**6. LIMITATION OF LIABILITY**

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

**7. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**8. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

**9. ADDITIONAL SERVICES**

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.



Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
Contract Amendment #3  
August 24, 2004  
Page 3 of 4

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

AUTHORIZATION

If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Basis for Professional Fees and Charges" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

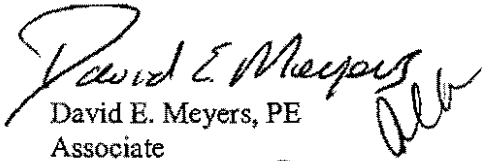
Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

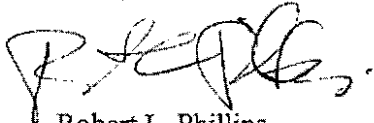
Accepted for:

**HUITT-ZOLLARS, INC.**

**Town of Addison,**

  
David E. Meyers, PE  
Associate

\_\_\_\_\_  
Signature

  
Robert L. Phillips  
Senior Vice-President

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Date

**DALLAS  
 2003  
 HOURLY RATE SCHEDULE**

*Engineering/Architecture*

Principal-In-Charge	\$ 170.00
Sr. Project Manager	\$ 140.00
Project Manager	\$ 125.00
Sr. Civil Engineer	\$ 120.00
Sr. Structural Engineer	\$ 120.00
Sr. Mechanical Engineer	\$ 140.00
Sr. Electrical Engineer	\$ 140.00
Civil Engineer	\$ 100.00
Structural Engineer	\$ 100.00
Mechanical Engineer	\$ 110.00
Electrical Engineer	\$ 110.00
Plumbing Engineer	\$ 125.00
Engineer Intern	\$ 80.00
Sr. Landscape Architect	\$ 110.00
Landscape Architect	\$ 80.00
Landscape Architect Intern	\$ 70.00
Sr. Planner	\$ 110.00
Planner	\$ 80.00
Planner Intern	\$ 70.00
Sr. Environmental Scientist	\$ 110.00
Environmental Scientist	\$ 80.00
Sr. Designer	\$ 90.00
Designer	\$ 85.00
Sr. CADD Technician	\$ 85.00
CADD Technician	\$ 70.00

*Administrative*

Sr. Project Support	\$ 55.00
Project Support	\$ 45.00

*Survey*

Survey Manager	\$ 135.00
Sr. Project	\$ 95.00
Project Surveyor	\$ 85.00
Surveyor Intern	\$ 75.00
Survey Technician	\$ 70.00

*Survey Crews*

1-Person Survey Crew	\$ 75.00
2-Person Survey Crew	\$ 105.00
3-Person Survey Crew	\$ 125.00
1-Person Survey Crew-GPS	\$ 140.00
2-Person Survey Crew-GPS	\$ 160.00
3-Person Survey Crew-GPS	\$ 185.00

**Construction**

Construction Manager	\$ 135.00
Resident Engineer	\$ 120.00
Resident Project Representative	\$ 85.00

*Reimbursable Expenses*

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	\$0.375/mile

Client Initial \_\_\_\_\_

**Town of Addison**  
Meeting Minutes  
Spectrum Light

*Date of Meeting*        8/24/2004  
*Present:*                Dave Wilde, Jim Pierce, Steve Chutchian, Art Aylers, David Meyers, Bryan Piper, Mels electric (Johnny and Keith??)  
*Next Meeting:*         N/A

---

**I. Discussion**

Jim Pierce opened the meeting by asking about the current status and potential problems on Spectrum Drive regarding the streetlights. Mel's stated that currently the streetlights are not metered.

Question then went to James Davis to see if it was OK with TXU to have no meter on the streetlights. The Town does not want the streetlights metered and want TXU to take care of pulling the wires and maintaining the lighting in the poles (not the poles themselves since they are non-standard). Due to the way the conduits have been laid out, lighting to both the street and pedestrian lights would be in the same conduit. To have TXU maintain the streetlights they would require a separate conduit of the pedestrian lights. Since the pedestrian lights are non-standard lights, they would not be able to be maintained by TXU, these would become the responsibility of the Town.

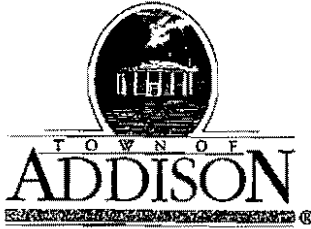
If the lights need to be metered there will be minimal redesign on Huitt Zollars part, they are going to prepare a proposal for this work and submit it by the end of the week.

James Davis is going to check to see if this situation would qualify under the "Schedule C" where TXU would take ownership of the poles and not requiring a meter at each pole. He is planning on getting back to the Town by the end of the day Tuesday or Wednesday with a decision.

Poles aren't scheduled to arrive until the beginning of October.

Site had concerns regarding electricity needed to maintain irrigation after the trees have been planted. If the electricity for the poles has not been turned on there will need to be an alternate source of power. Bryan suggested batteries for the irrigation system. Jim told site to go ahead and plan on the battery operated system for the next month. Site said this would be an approx \$1700 change order.

For the ribbon cutting ceremony if there is no power for the signals, then Site will need to have a temporary stop sign until the signals are working.



FINANCE DEPARTMENT/PURCHASING DIVISION 5350 Belt Line Road (972) 450-7091  
E-mail [msuh@ci.addison.tx.us](mailto:msuh@ci.addison.tx.us) Facsimile (972) 450-7096 P.O. Box 9010 Addison, Texas 75001

*Original  
Signatures*

January 5, 2004

Jodie Couch  
Site Concrete, Inc.  
3340 Roy Orr  
Grand Prairie, TX 75050

**Re: NOTICE TO PROCEED-** Spectrum Drive North/South Extension

Dear Ms. Couch:

This document shall serve as your Notice to Proceed for the above referenced Project, and is issued and effective January 12, 2004 to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents. Enclosed is your copy of the signed contract.

The proposed improvements and work shall be completed within 210 calendar days, with the original contract price of \$2,536,979.50. Please include Bid No. and Name: 04-03 Spectrum Drive North/South Extension, on all monthly invoices or other correspondence to the Town of Addison.

Should you have any questions, please contact my office at 972-450-7091.

Sincerely,

Minok Suh  
Purchasing Coordinator

Enclosure

Cc: Steve Chutchian  
Luke Jalbert  
Bryan Piper, Site Concrete, Inc.

PW

SECTION CA  
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 9 day of December, 2003, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Site Concrete, Inc., of the City of Grand Prairie, County of Dallas, State of TX, 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:

**Spectrum Drive North/South Extension**

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions 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 210 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 \$ 2,536,979.50 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

TOWN OF ADDISON  
(OWNER)

By: Ron Whitlock

ATTEST:

CM Moran  
City Secretary

SITE CONCRETE, INC  
Party of the Second Part  
(CONTRACTOR)

ATTEST:

Jedie C. Couch

By: Jean S. Boney  
JEAN S. BONEY  
PRESIDENT

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

I, JM BONEY, certify that I am the secretary of the corporation named as CONTRACTOR herein; that JEAN S BONEY, who signed this Contract on behalf of the CONTRACTOR is the PRESIDENT of said corporation; that said (official title) 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: JM Boney

Corporate Seal

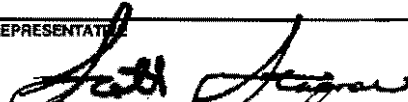
# ACORD INSURANCE BINDER

DATE  
12/18/2003

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

PRODUCER <b>Allied N. America Corp. of Tx</b> 12770 Colt Road, Suite 750 Dallas, TX 75251 (972)455-1400 F:(972)387-8837	PHONE (A/C, No, Ext): <b>972 / 455-1400</b>	COMPANY <b>Zurich American Ins Co</b>	BINDER # <b>002311</b>
CODE:	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
AGENCY CUSTOMER ID: INSURED <b>Dallas Area Rapid Transit Etal</b> Commuter Rail Division P. O. Box 680183 Dallas, Texas <b>75266-7210</b>	DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) <b>Railroad Protective Liability for Site</b> Project # 23144, Spectrum Drive Expansion Addison, Texas Policy No. RRP0091584		

COVERAGES		LIMITS		
TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>RAILROAD</b> <input type="checkbox"/> <b>PROTECTIVE LIAB</b>	Project Owner:  Town of Addison  RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ <b>2,000,000</b> FIRE DAMAGE (Any one fire) \$ <b>XXXX</b> MED EXP (Any one person) \$ <b>XXXX</b> PERSONAL & ADV INJURY \$ <b>XXXX</b> GENERAL AGGREGATE \$ <b>6,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>XXXX</b>
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PRDT \$ UNINSURED MOTORIST \$
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/ OTHER COVERAGES Named insured: Dallas Area Rapid Transit (DART) and the Fort Worth Transportation Authority (the T) doing business as Trinity Railway Express (TRE); Burlington Northern Santa Fe Railway Company ( BNSF); Union Pacific Railroad (UP) and Dallas Garland & Northeastern Railroad (DGRO)				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

<b>NAME &amp; ADDRESS</b>  <b>CONTRACTOR:</b> Site Concrete, Inc. P. O. Box 154489 Irving Texas 75015-4489	MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED
	LOAN #	AUTHORIZED REPRESENTATIVE 

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.



SECTION P&B  
PERFORMANCE BOND

Bond No. SU1004195

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: 12/09/2003

PRINCIPAL: Site Concrete, Inc.

SURETY: Arch Insurance Company and Arch Reinsurance Company

PENAL SUM OF BOND (express in words and figures): \_\_\_\_\_

Two Million Five Hundred Thirty Six Thousand Nine Hundred Seventy Nine and 50/100 (\$2,536,979.50)

DATE OF CONTRACT: 12/09/2003

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

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

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

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

SEAL

Site Concrete, Inc.  
CONTRACTOR

By: Jean S. Boney  
Jean S. Boney, President

Address: 3340 Roy Orr Blvd., Grand Prairie, TX 75050

WITNESS Jean C. Couel

SEAL

ATTEST:

Cynthia [Signature]

Arch Insurance Company and Arch Reinsurance Company  
SURETY

By: Michael B. Hill  
Michael B. Hill, Attorney-in-Fact

Address: 12377 Merit Dr., Dallas, TX 75251

Title: Secretary

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JAN BONEY certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that JEAN S. BONEY, who signed the said bond on behalf of the PRINCIPAL, is the PRESIDENT of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

[Signature]  
(Corporate Seal)

SECTION PyB  
PAYMENT BOND

Bond No. SU1004195

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: 12/09/2003

PRINCIPAL: Site Concrete, Inc.

SURETY: Arch Insurance Company and Arch Reinsurance Company

PENAL SUM OF BOND (express in words and figures): Two Million Five Hundred Thirty Six Thousand  
Nine Hundred Seventy Nine and 50/100 (\$2,536,979.50)

DATE OF CONTRACT: 12/09/2003

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

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

**Spectrum Drive North/South Extension**

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

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

SEAL

WITNESS

*Jean C Couch*

Site Concrete, Inc.

CONTRACTOR

By:

*Jean S Boney*

Jean S Boney, President

Address: 3340 Roy Orr Blvd., Grand Prairie, TX 75050

SEAL

ATTEST:

*Cindy [Signature]*

Arch Insurance Company and Arch Reinsurance Company

SURETY

By:

*Michael B Hill*

Michael B. Hill, Attorney-In-Fact

Address: 12377 Merit Dr., Dallas, TX 75251

Title: Secretary

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JIM BONEY, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that JEAN S BONEY, who signed the said bond on behalf of the PRINCIPAL, is the PRESIDENT of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

*[Signature]*  
\_\_\_\_\_  
(Corporate Seal)

SECTION MB  
MAINTENANCE BOND

Bond No. SU1004195

STATE OF TEXAS

COUNTY OF DALLAS

That Site Concrete, Inc. as principal and Arch Insurance Company  
Missouri &  
Nebraska and Arch Reinsurance Company 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 \_\_\_\_\_  
Two Million Five Hundred Thirty Six Thousand Nine Hundred Seventy Nine and 50/100  
\_\_\_\_\_ (\$  
2,536,979.50 ) for the payment of which sum will and truly to be made unto said Town of Addison and its  
successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and  
severally.

This obligation is conditioned, however, that whereas said

Site Concrete, Inc.

has this day entered into a written contract with the said Town of Addison to build and construct the

Spectrum Drive North/South Extension

---

---

---

---

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

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

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

Arch Insurance Company and

IN WITNESS WHEREOF, the said Arch Reinsurance Company has caused these presents to be executed by Michael B. Hill, Michael B. Hill, Attorney-In-Fact and the said Attorney-In-Fact has hereunto set his hand this the 9th day of December, 2003.

SURETY

PRINCIPAL

Arch Insurance Company and Arch Reinsurance Company

Site Concrete, Inc.

By: [Signature] Attorney in Fact Michael B. Hill

By: [Signature] Jean S. Boney, President

By: [Signature] Surety/Secretary

ATTEST [Signature] Secretary

Baldwin Insurance and Bonding Agency, Inc. 1201 Kas Dr., Ste. B, Richardson, TX 75081 Agency and Address

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

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Michael B. Hill, Cindy Fowler, William D. Baldwin, and Suzanne C. Bladwin of Richardson, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION:** NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of May, 20<sup>03</sup>.

Arch Insurance Company

Attested and Certified



[Signature]  
Joseph S. Labell, Corporate Secretary

[Signature]  
Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



[Signature]  
Melissa B. Gilligan, Notary Public  
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 23, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 9th day of December, 20<sup>03</sup>.

[Signature]  
Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Home Office: Kansas City, MO

## POWER OF ATTORNEY

Know All Men By These Presents:

That Arch Reinsurance Company, a corporation organized and existing under the laws of the State of Nebraska, having its home office in Omaha, Nebraska (hereinafter referred to as the "Company") does hereby appoint

Michael B. Hill, Cindy Fowler, William D. Baldwin and Glenn E. Ganci of Richardson, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Omaha, Nebraska.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on June 13, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the Managing Director, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on June 13, 2003:

VOTED, That the signature of the Chairman of the Board, the Managing Director, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on June 13, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of September, 2003.

Arch Reinsurance Company

Attested and Certified



John F. Rathgeber  
John F. Rathgeber, Managing Director and  
Chief Operating Officer

Mathilda A. Oostveen  
Mathilda A. Oostveen, Corporate Secretary

STATE OF NEW JERSEY SS

COUNTY OF MORRIS SS

I Elizabeth A. Rizzolo, a Notary Public, do hereby certify that John F. Rathgeber and Mathilda A. Oostveen personally known to me to be the same persons whose names are respectively as Managing Director and Chief Operating Officer and Corporate Secretary of Arch Reinsurance Company, a Corporation organized and existing under the laws of the State of Nebraska, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

ELIZABETH A. RIZZOLO  
Notary Public of New Jersey  
My Commission Expires  
August 21, 2006

Elizabeth A. Rizzolo  
Elizabeth A. Rizzolo, Notary Public of New Jersey  
My commission expires 8-21-06

CERTIFICATION

I, Mathilda A. Oostveen, Corporate Secretary of Arch Reinsurance Company, do hereby certify that the attached Power of Attorney dated September 5, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said John F. Rathgeber, who executed the Power of Attorney as Managing Director and Chief Operating Officer, was on the date of execution of the attached Power of Attorney the duly elected Managing Director and Chief Operating Officer of Arch Reinsurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of Arch Reinsurance Company on this 9th day of December, 2003.

Mathilda A. Oostveen  
Mathilda A. Oostveen, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



HOME OFFICE: Omaha, Nebraska

## **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:

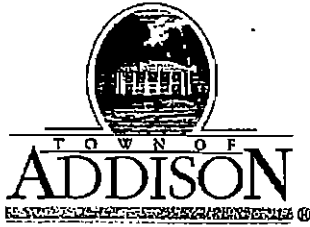
**P.O. Box 149104  
Austin, Texas 78714-9104  
FAX No. (512) 475-1771**

### **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.



FINANCE DEPARTMENT/PURCHASING DIVISION 5350 Belt Line Road (972) 450-7091  
E-mail [msuh@ci.addison.tx.us](mailto:msuh@ci.addison.tx.us) Facsimile (972) 450-7096 P.O. Box 9010 Addison, Texas 75001

January 5, 2004

Jodie Couch  
Site Concrete, Inc.  
3340 Roy Orr  
Grand Prairie, TX 75050

**Re: NOTICE TO PROCEED-** Spectrum Drive North/South Extension

Dear Ms. Couch:

This document shall serve as your Notice to Proceed for the above referenced Project, and is issued and effective January 12, 2004 to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents. Enclosed is your copy of the signed contract.

The proposed improvements and work shall be completed within 210 calendar days, with the original contract price of \$2,536,979.50. Please include Bid No. and Name: 04-03 Spectrum Drive North/South Extension, on all monthly invoices or other correspondence to the Town of Addison.

*Aug 11, 2004*

Should you have any questions, please contact my office at 972-450-7091.

Sincerely,

Minok Suh  
Purchasing Coordinator

*Copy of Spectrum  
Contract*

Enclosure

Cc: Steve Chutchian  
Luke Jalbert  
Bryan Piper, Site Concrete, Inc.

parcn

SECTION CA  
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 9 day of December, 2003, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Site Concrete, Inc., of the City of Grand Prairie, County of Dallas, State of TX, 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:

**Spectrum Drive North/South Extension**

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions 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 210 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 \$ 2,536,979.50 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.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

12/18/2003

<b>PRODUCER</b> Allied N. America Corp. of Tx 12770 Colt Road, Suite 750 Dallas, TX 75251 (972)455-1400 F:(972)387-8837	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE INSURER A: Zurich American Insurance Co INSURER B: American Guar & Lib Ins Co INSURER C: Great American Insurance Co INSURER D: American Zurich Insurance Co INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLO2979126	05/11/03	05/11/04	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	TAP2879127	05/11/03	05/11/04	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
C	EXCESS LIABILITY	TUL3577600	05/11/03	05/11/04	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE RETENTION \$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2979125	05/11/03	05/11/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 1,000,000
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER	RRP3991564	12/17/03	05/11/04	Occurrence \$ 2,000,000 Aggregate 6,000,000
	RAILROAD PROTECTIVE LIABILITY				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
 Project: Job # 23144; Spectrum Drive North / South Expansion  
 Addison, Texas

SEE ATTACHMENT TO CERTIFICATE OF INSURANCE FOR ADDITIONAL INFORMATION.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
Town of Addison P. O. Box 9010 Addison, Texas 75001		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL <del>SEND BY REGISTERED MAIL</del> <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
		AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>

**NAMED INSURED:** Site Concrete, Inc.  
**DATED:** December 18, 2003  
**PROJECT:** Job # 23144  
Spectrum Drive North / South Extension, Addison, Texas

**Attachment to Certificate of Insurance Issued: Town of Addison**

The following are named Additional Insured for General Liability, excluding Operations performed within 50' of Railroad, and Automobile Liability and are provided Waiver of Subrogation for Workers' Compensation for Referenced Project, if required by written contract and signed by Named Insured:

**Dallas Area Rapid Transit (DART) and Fort Worth Transportation Authority (the T) doing business as Trinity Railway Express (TRE)**

**Burlington Northern Santa Fe Railway Company (BNSF)**

**Union Pacific Railroad (UP)**

**Dallas Garland & Northeastern Railroad (DGNO)**

(Individually or Collectively herein as the "Railroad")

The following are Named Insured for Railroad Protective Liability covering Operations performed within 50' of Railroad for Referenced Project:

**Dallas Area Rapid Transit (DART) and Fort Worth Transportation Authority (the T) doing business as Trinity Railway Express (TRE)**

**Burlington Northern Santa Fe Railway Company (BNSF)**

**Union Pacific Railroad (UP)**

**Dallas Garland & Northeastern Railroad (DGNO)**

(Individually or Collectively herein as the "Railroad")

**Town of Addison** is named Additional Insured for coverages except Workers' Compensation and Railroad Protective Liability and is provided Waiver of Subrogation for coverages except Railroad Protective Liability, if required by written contract and signed by Named Insured.

Thirty (30) Day Notice of Cancellation is provided to Certificate Holder for all coverages.



**ALLIED NORTH AMERICA CORP. OF TEXAS**



SECTION PeB  
PERFORMANCE BOND

Bond No. SU1004195

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: 12/09/2003

PRINCIPAL: Site Concrete, Inc.

SURETY: Arch Insurance Company and Arch Reinsurance Company

PENAL SUM OF BOND (express in words and figures): \_\_\_\_\_

Two Million Five Hundred Thirty Six Thousand Nine Hundred Seventy Nine and 50/100 (\$2,536,979.50)

DATE OF CONTRACT: 12/09/2003

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

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

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

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

SEAL

Site Concrete, Inc.  
CONTRACTOR

By: Jean S. Boney

Jean S. Boney, President  
Address: 3340 Roy Orr Blvd., Grand Prairie, TX 75050

WITNESS Jillie Clouch

SEAL

Arch Insurance Company and Arch Reinsurance Company  
SURETY

By: Michael B. Hill

Michael B. Hill, Attorney-In-Fact

Address: 12377 Merit Dr., Dallas, TX 75251

ATTEST: Cindy Beuler

Title: Secretary

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JILLIE CLOUCH, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that JEAN S. BONEY, who signed the said bond on behalf of the PRINCIPAL, is the PRESIDENT OF said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

[Signature]  
(Corporate Seal)

SECTION PyB  
PAYMENT BOND

Bond No. SU1004195

STATE OF TEXAS

COUNTY OF DALLAS

Date Bond Executed: 12/09/2003

PRINCIPAL: Site Concrete, Inc.

SURETY: Arch Insurance Company and Arch Reinsurance Company

PENAL SUM OF BOND (express in words and figures): Two Million Five Hundred Thirty Six Thousand  
Nine Hundred Seventy Nine and 50/100 (\$2,536,979.50)

DATE OF CONTRACT: 12/09/2003

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

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

Spectrum Drive North/South Extension

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

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

SEAL

WITNESS Jodie Couch

Site Concrete, Inc.  
CONTRACTOR

By: Jean S. Boney  
Jean S. Boney, President  
Address: 3340 Roy Orr Blvd., Grand Prairie, TX 75050

SEAL

ATTEST: Amber Keeler

Arch Insurance Company and Arch Reinsurance Company  
SURETY

By: Michael B. Hill  
Michael B. Hill, Attorney-in-Fact  
Address: 12377 Merit Dr., Dallas, TX 75251

Title: Secretary

(Surety to Attach Power of Attorney)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, JAN BONEY, certify that I am the secretary of the corporation named as PRINCIPAL in the within bond that JEAN S BONEY, who signed the said bond on behalf of the PRINCIPAL, is the PRESIDENT of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing body.

[Signature]  
(Corporate Seal)

SECTION MB  
MAINTENANCE BOND

Bond No. SU1004195

STATE OF TEXAS

COUNTY OF DALLAS

That Site Concrete, Inc. as principal and Arch Insurance Company  
Missouri &  
a corporation organized under the laws of Nebraska and Arch Reinsurance Company 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 \_\_\_\_\_  
Two Million Five Hundred Thirty Six Thousand Nine Hundred Seventy Nine and 50/100  
\_\_\_\_\_  
(\$  
2,536,979.50 ) for the payment of which sum will and truly to be made unto said Town of Addison and its  
successors, said principal and sureties do hereby bind themselves, their assigns and successors, jointly and  
severally.

This obligation is conditioned, however, that whereas said

Site Concrete, Inc.

has this day entered into a written contract with the said Town of Addison to build and construct the

Spectrum Drive North/South Extension  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

---

---

---

---

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

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

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

Arch Insurance Company and

IN WITNESS WHEREOF, the said Arch Reinsurance Company has caused these presents to be executed by Michael B. Hill, Michael B. Hill, Attorney-In-Fact and the said Attorney-In-Fact has hereunto set his hand this the 9th day of

December, 2003.

SURETY

PRINCIPAL

Arch Insurance Company and Arch Reinsurance Company

Site Concrete, Inc.

By: Michael B. Hill  
Attorney in Fact Michael B. Hill

By: Jean S. Boney  
Jean S. Boney, President

By: [Signature]  
Surety/Secretary

ATTEST  
[Signature]  
Secretary

Baldwin Insurance and Bonding Agency, Inc.

1201 Kas Dr., Ste. B, Richardson, TX 75081  
Agency and Address

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

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Michael B. Hill, Cindy Fowler, William D. Baldwin, and Suzanne C. Bladwin of Richardson, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

**EXCEPTION: NO AUTHORITY** is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

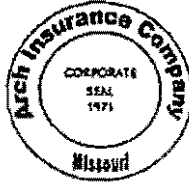
VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of May, 2003.

Arch Insurance Company

Attested and Certified



*[Signature of Joseph S. Labell]*

Joseph S. Labell, Corporate Secretary

*[Signature of Thomas P. Luckstone]*  
Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



*[Signature of Melissa B. Gilligan]*  
Melissa B. Gilligan, Notary Public  
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 23, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 9th day of December, 2003.

*[Signature of Joseph S. Labell]*  
Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Home Office: Kansas City, MO

## POWER OF ATTORNEY

Know All Men By These Presents:

That Arch Reinsurance Company, a corporation organized and existing under the laws of the State of Nebraska, having its home office in Omaha, Nebraska (hereinafter referred to as the "Company") does hereby appoint

Michael B. Hill, Cindy Fowler, William D. Baldwin and Glenn E. Ganci of Richardson, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Omaha, Nebraska.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on June 13, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the Managing Director, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on June 13, 2003:

VOTED, That the signature of the Chairman of the Board, the Managing Director, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on June 13, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of September, 2003.

Arch Reinsurance Company

Attested and Certified



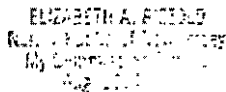
John F. Rathgeber  
John F. Rathgeber, Managing Director and  
Chief Operating Officer

Mathilda A. Oostveen  
Mathilda A. Oostveen, Corporate Secretary

STATE OF NEW JERSEY SS

COUNTY OF MORRIS SS

I Elizabeth A. Rizzolo, a Notary Public, do hereby certify that John F. Rathgeber and Mathilda A. Oostveen personally known to me to be the same persons whose names are respectively as Managing Director and Chief Operating Officer and Corporate Secretary of Arch Reinsurance Company, a Corporation organized and existing under the laws of the State of Nebraska, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Elizabeth A. Rizzolo  
Elizabeth A. Rizzolo, Notary Public of New Jersey  
My commission expires 8-21-06

CERTIFICATION

I, Mathilda A. Oostveen, Corporate Secretary of Arch Reinsurance Company, do hereby certify that the attached Power of Attorney dated September 5, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said John F. Rathgeber, who executed the Power of Attorney as Managing Director and Chief Operating Officer, was on the date of execution of the attached Power of Attorney the duly elected Managing Director and Chief Operating Officer of Arch Reinsurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of Arch Reinsurance Company on this 9th day of December, 2003.

Mathilda A. Oostveen  
Mathilda A. Oostveen, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



HOME OFFICE: Omaha, Nebraska

---

## **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.

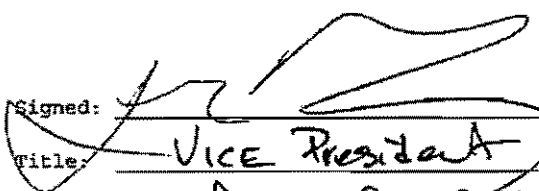
### **ATTACH THIS NOTICE TO YOUR POLICY**

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

PAVING, UTILITIES, STREETSCAPE, SIGNALIZATION & STREET LIGHTING  
BID SCHEDULE SUMMARY  
 SPECTRUM DRIVE EXTENSION-TOTAL PROJECT

BID SCHEDULE & DESCRIPTION	TOTAL AMOUNT MATERIAL & SERVICES
1 <u>PAVING IMPROVEMENTS</u>	\$ 811,115.00
2 <u>UTILITIES IMPROVEMENTS</u>	\$ 753,252.50
3 <u>STREETSCAPE IMPROVEMENTS</u>	\$ 487,313.75
4 <u>SIGNALIZATION IMPROVEMENTS</u>	\$ 123,911.00
5 <u>STREET LIGHTING (BASE BID)</u>	\$ 215,824.00
TOTAL PAVING, UTILITY, STREETSCAPE, SIGNALIZATION & STREET LIGHTING BASE BID STANDARD BID "A"	<u>\$ 2,391,416.25</u>
CALENDAR DAYS <u>210</u> X \$2500 PER DAY TIME BID "B"	<u>\$ 525,000.00</u>
Total Bid (Standard Bid "A" + Time Bid "B")	<u>\$ 2,916,416.25</u>
6 <u>STREET LIGHTING (ALT BID)</u>	<u>\$ 209,095.50</u>

Site Concrete, Inc. certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its bid will be tabulated using these unit prices and no other information from this print-out. Site Concrete, Inc. acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total bid amount will be determined by multiplying the unit bid prices shown in this print-out by the respective estimated quantities shown in the proposal and then totaling all of the extended

Signed:   
 Title: VICE President  
 Date: Dec 2 2003

STRM DRAINAGE					
301	CL III RCP INCL EMBED, 18"	LF	231.000	\$ 28.00	\$ 6,468.00
302	CL III RCP INCL EMBED, 21"	LF	59.000	\$ 33.00	\$ 1,947.00
303	CL III RCP INCL EMBED, 24"	LF	75.000	\$ 39.00	\$ 2,925.00
304	CL III RCP INCL EMBED, 27"	LF	188.000	\$ 45.00	\$ 8,460.00
305	CL III RCP INCL EMBED, 30"	LF	26.000	\$ 51.00	\$ 1,326.00
306	CL III RCP INCL EMBED, 33"	LF	46.000	\$ 60.00	\$ 2,760.00
307	CL III RCP INCL EMBED, 36"	LF	261.000	\$ 69.00	\$ 18,009.00
308	CL III RCP INCL EMBED, 42"	LF	428.000	\$ 92.00	\$ 39,376.00
309	NO ITEM				
310	NO ITEM				
311	NO ITEM				
312	NO ITEM				
313	REM & DISP OF EX CONC INLET	EA	1.000	\$ 750.00	\$ 750.00
314	NO ITEM				
315	NO ITEM				
316	6' STD INLET W/RECESS TOP	EA	2.000	\$ 2,000.00	\$ 4,000.00
317	6' STD INLET W/RECESS TOP, EXTRA DEPTH	EA	3.000	\$ 2,400.00	\$ 7,200.00
318	NO ITEM				
319	TY B MH	EA	2.000	\$ 3,500.00	\$ 7,000.00
320	NO ITEM				
321	RCP 60 DEG FACTORY WYE CONNECT	EA	15.000	\$ 500.00	\$ 7,500.00
322	CONNECT TO EX PIPE	EA	3.000	\$ 1,500.00	\$ 4,500.00
323	NO ITEM				
324	PRECAST CONC PIPE PLUG	EA	11.000	\$ 350.00	\$ 3,850.00
324	NO ITEM				
325	NO ITEM				

--WVTR--					
401	SDR26 PVC WVTR PIPE, 08"	LF	1335.000	\$ 16.00	\$ 19,760.00
402	SDR26 PVC WVTR PIPE, 06"	LF	409.000	\$ 15.00	\$ 6,135.00
403	2 WAY CLEANOUT & CI LID	EA	9.000	\$ 350.00	\$ 3,150.00
404	4' DIA WVTR MH	EA	3.000	\$ 2,000.00	\$ 6,000.00
405	8" DIA WVTR PIPE PLUG	EA	3.000	\$ 150.00	\$ 450.00
406	TV INSPECT OF WVTR LINES	LF	1235.000	\$ 1.50	\$ 1,852.50
407	TRENCH SAFETY	LF	1235.000	\$ 1.00	\$ 1,235.00
408	CONNECT TO EX WVTR LINES	EA	1.000	\$ 1,500.00	\$ 1,500.00

--ELECT DUCTBANK--					
501	8-6" PVC TY DB CONDUITS, ENCASE IN CONC	LF	1052.000	\$ 115.00	\$ 120,980.00
502	CONNECT TO EX DUCTBANK	EA	1.000	\$ 3,000.00	\$ 3,000.00
503	STD 4 WAY ELECT DUCTBANK MH	EA	2.000	\$ 12,000.00	\$ 24,000.00
504	STD 3 WAY ELECT DUCTBANK MH	EA	1.000	\$ 12,500.00	\$ 12,500.00
505	CONC DUCTBANK END PLUG	EA	3.000	\$ 500.00	\$ 1,500.00

UTILITY IMPROVMENTS SCH. 2 "NORTH" \$ 389,844.50

STREETSCAPE, SCH 3					
601	IRRIGA SYS COMPLETE	LS	1.000	\$ 30,000.00	\$ 30,000.00
602	60" SQ TREE GRATE	EA	23.000	\$ 1,200.00	\$ 27,600.00
603	4" PVC SCH 40 SUBDRAIN SYS	LF	1841.000	\$ 21.00	\$ 38,661.00
604	RED OAK, 200 GAL	EA	41.000	\$ 1,600.00	\$ 65,600.00
605	DWARF YAUPON HOLLY 1 GAL	EA	390.000	\$ 5.00	\$ 1,950.00
606	DAYLILLY 1 GAL	EA	130.000	\$ 7.00	\$ 910.00
607	YELLOW BEARD IRIS 1 GAL	EA	130.000	\$ 7.00	\$ 910.00
608	DAFFODIL 1 GAL	EA	286.000	\$ 7.00	\$ 2,002.00
609	BLEEDING HEART 1 GAL	EA	78.000	\$ 8.00	\$ 624.00
610	4" 3000# CONC SUBBASE, SW	SF	9574.000	\$ 2.75	\$ 26,328.50
611	GLSN-GARY PED BRICK PAVE MATLS DEL TO SITE	SF	9574.000	\$ 3.50	\$ 33,509.00
612	BEDDING MATLS FOR PED BRICK PAVERS	SF	9574.000	\$ 2.50	\$ 23,935.00
613	TRUNCATED DOME PAVERS ON NEW RAMPS	SP	70.000	\$ 7.50	\$ 525.00
614	NO ITEM				
615	NO ITEM				

STREETSCAPE IMPROVMENTS SCH. 3 "NORTH" \$ 252,554.50

ST LIGHT IMPRVTS, SCH 5					
801	METER SOCKET BASE	EA	2.000	\$ 125.00	\$ 250.00
802	ENCLOSE TO SUPPORT METER, PANEL, CONTR & TIME CLOCK	EA	1.000	\$ 3,500.00	\$ 3,500.00
803	SERV GROUND	EA	1.000	\$ 50.00	\$ 50.00
804	PANEL BOARD W/BREAKERS	EA	1.000	\$ 1,200.00	\$ 1,200.00
805	ENCL & CONTACTOR	EA	1.000	\$ 900.00	\$ 900.00
806	7 DAY TIME CLOCK	EA	1.000	\$ 75.00	\$ 75.00
807	PHOTO CELL & CONNECTIONS	EA	1.000	\$ 50.00	\$ 50.00

808	2" GRC ELBOW	EA	57.000	\$	17.00	\$	969.00
809	2" PVC SCH 40 CONDUIT	LF	2210.000	\$	3.00	\$	6,630.00
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	LF	2510.000	\$	3.00	\$	7,530.00
811	2" GRC CONDUIT	LF	156.000	\$	7.00	\$	1,092.00
812	3" GRC ELBOW	EA	4.000	\$	13.00	\$	52.00
813	3" PVC SCH 40 CONDUIT W/EMBED	LF	300.000	\$	3.00	\$	900.00
814	3" GRC CONDUIT	EA	30.000	\$	4.00	\$	120.00
815	HI COMPRESSION TAP	EA	50.000	\$	15.00	\$	750.00
816	#10 AWG CONDUCTOR	LF	60.000	\$	1.00	\$	60.00
817	#08 AWG CONDUCTOR	LF	2610.000	\$	0.50	\$	1,305.00
818	NO ITEM						
819	#04 AWG CONDUCTOR	LF	3040.000	\$	0.75	\$	2,280.00
820	STL LIGHT PULL BOX	EA	11.000	\$	250.00	\$	2,750.00
821	PED POLE LIGHT FOUND	EA	27.000	\$	500.00	\$	13,500.00
822	PED LIGHT POLE & LUMINARIES FIX, 2 EA	EA	27.000	\$	3,700.00	\$	99,900.00
823	VEHICULAR POLE LIGHT FOUND	EA	6.000	\$	500.00	\$	3,000.00
824	VEHICULAR POLE & SGL LIMINARE	EA	6.000	\$	3,000.00	\$	18,000.00
825	30 AMP DISCONNECT SWITCH W/FUSES	EA	1.000	\$	300.00	\$	300.00

ST. LIGHT IMPROVMENTS SCH. 5 "NORTH" (BASE BID) \$ 165,163.00

ST LIGHT IMPRVTS, ALT BID, SCH 6

801	METER SOCKET BASE	EA	2.000	\$	125.00	\$	250.00
802	ENCLOSE TO SUPPORT METER, PANEL, CONTACTOR, TIME CLOCK	EA	1.000	\$	3,500.00	\$	3,500.00
803	SERV GRND	EA	1.000	\$	50.00	\$	50.00
804	PANEL BRD W/BREAKERS	EA	1.000	\$	1,200.00	\$	1,200.00
805	ENCLOS & CONTACTOR	EA	1.000	\$	900.00	\$	900.00
806	7 DAY TIME CLOCK	EA	1.000	\$	75.00	\$	75.00
807	PHOTO CELL & CONNECTIONS	EA	1.000	\$	50.00	\$	50.00
808	2" GRC ELBOW	EA	56.000	\$	17.00	\$	952.00
809	2" PVC SCH 40 CONUIT	LF	2285.000	\$	3.00	\$	6,855.00
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	LF	425.000	\$	3.00	\$	1,275.00
811	2" GRC CONDUIT	LF	156.000	\$	7.00	\$	1,092.00
812	3" GRC ELBOW	EA	2.000	\$	13.00	\$	26.00
813	3" PVC SCH 40 CONDUIT W/EMBED	LF	150.000	\$	3.00	\$	450.00
814	3" GRC CONDUIT	EA	15.000	\$	4.00	\$	60.00
815	HI COMPRESSION TAP	EA	50.000	\$	15.00	\$	750.00
816	#10 AWG CONDUCTOR	LF	30.000	\$	1.00	\$	30.00
817	#08 AWG CONDUCTOR	LF	2630.000	\$	0.50	\$	1,315.00
818	#06 AWG CONDUCTOR	LF	2890.000	\$	0.75	\$	2,167.50
819	#04 AWG CONDUCTOR	LF	3040.000	\$	0.75	\$	2,280.00
820	ST LIGHT PULL BOX	EA	15.000	\$	250.00	\$	3,750.00
821	PED POLE LIGHT FOUNDATION	EA	27.000	\$	500.00	\$	13,500.00
822	PED LIGHT POLE LUMINARIERS FIXTURES, 2 EA	EA	27.000	\$	3,700.00	\$	99,900.00
823	VEHICULAR POLE LIGHT FOUND	EA	6.000	\$	500.00	\$	3,000.00
824	VEHICULAR POLE & SGL LUM	EA	6.000	\$	3,000.00	\$	18,000.00
825	NO ITEM						

ST. LIGHT IMPROVMENTS SCH. 6 "NORTH" (ALT BID) \$ 161,427.50

PROPOSAL FORM

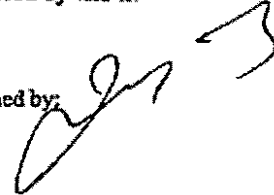
Dec. 2, 2023

TO: The Honorable Mayor and Town Council  
Town of Addison, Texas

Gentlemen:

The undersigned bidder, having examined the plans, specifications and contract documents, and the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all equipment and to perform labor and work necessary for completion of the work described by and in accordance with the Plans, Specifications and Contract for the following prices, to wit:

Signed by:



ACKNOWLEDGEMENT OF ADDENDA:

The Bidder acknowledges receipt of the following addenda:

- Addendum No. 1 Dated
- Addendum No. 2 Dated
- Addendum No. 3 Dated
- Addendum No. 4 Dated
- Addendum No. 5 Dated
- Addendum No. 6 Dated

11/21 PD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



General Notes and Supplemental Specifications For Bidding

THE FOLLOWING NOTES PROVIDE ADDITIONAL CLARIFICATION OF CERTAIN BID ITEMS SUPPLEMENTAL TO THE PLANS AND TECHNICAL SPECIFICATIONS.

General

All excess trench spoil from utility installations are to be disposed of off-site. All excess unclassified street excavation is to be disposed of off-site.

All unit prices for utility lines shall include value for required embedment. No separate pay item.

Unit prices shall include value for required bonds, insurance, taxes, etc. No separate pay items are provided for these elements.

Mobilization

An item for mobilization is included in bid package. The amount bid for this item will not be limited by a percentage of the total bid amount.

SCHEDULE I

Item No. 102 - Full Depth Sawcut

The quantity indicated for full depth sawcut is only the amount needed to isolate all pavement removal sections at one time. Sequencing of the project may, however, necessitate additional interim sawcuts and removals which will be incidental to the contract.

Item No. 104 - 6" Thick Lime Stabilized Subgrade

Item No. 105 - Hydrated Lime

Based on geotechnical investigation for the area, there should be no excavation for streets that encounters gray limestone. Tan limestone may be present in some areas but it can be a desirable material if properly processed and compacted. The contractor should not assume that subgrade material must be undercut and replaced with select fill. If such conditions are encountered, they will be dealt with by change order.

Item No. 107 - 6" thick 5,000 PSI Compressive @ 28 days reinforced concrete drop slab

This item is defined as the recessed pavement area required to accept brick or other enhanced paving materials in streets.

Item No. 108 - 8" thick 5,000 PSI Compressive @ 28 days reinforced concrete drop slab

This item is defined as the recessed pavement area required to accept brick or other enhanced paving materials in streets.

Item No. 112 - Furnish Vehicular Brick Paver Materials, Delivered to Site

This item consists of the specified vehicular bricks "C". Note that many dimensions are noted in increments of brick (or "wythe"). Vehicular bricks shall meet or exceed ASTM C1272-94 for Heavy Vehicular Paving Brick Type R. An acceptable material has been identified as equal to the following:

Type "C" - 2 1/4" x 3 1/2" x 7 1/2" Acme Color "Tulsa Blend 2, Garnet Red

The unit cost for this item shall include only the purchase and delivery of the pavers to the site

Contractor's price shall reflect supplying one extra pallet of vehicular pavers to the City at a location designated by the City. Bid quantity is for in place quantity only.

Item No. 113 - Furnish Bedding Materials and Install Vehicular Brick Pavers

This item is for the costs associated with furnishing and installing the bedding materials and the cost associated with installing the pavers. The materials and delivery costs of the pavers is covered in Item No.'s 112.

**SCHEDULE V & VI**

The contractor shall bid Schedule V and Schedule VI. Schedule V is the Base Bid for Street Lighting assuming that Onco owns and maintains the vehicular street lights. Schedule VI is the Alternate bid assuming that the Town owns and operates the vehicular street lights. For the purposes of determining the successful bidder the Town will use a comparison of bids utilizing the Base Bid for Street Lighting (Schedule V).

**Item No. 611 – Furnish Glen-Gery Pedestrian Brick Pavers**

Contractor's price shall reflect supplying one extra pallet of pedestrian pavers to the City at a location designated by the City. Bid quantity is for in place quantity only.

AM 1201A ADDISON - SPECTRUM DR NORTH/SOUTH EXTENSION; BID #RFB 04-03

ADD INFO:

ESTIMATE: \$3,000,000. ADDENDUM: 1

PRESID: 11/17/2003 10AM @ SERV CENTER, 16801 WESTGROVE, ADDISON

BID DATE: 12/02/2003 3 PM TO OWNER (PP FRM 12/01, 10AM)

ARCH/ENG: CITY OF ADDISON, PURCH DEPT, 5350 BELTLINE RD, ADDISON 75001  
972 450-7091, FAX 972 450-7096

ENGR OF RECORD: HUITT-ZOLLARS, DALLAS 214 871-3311, D MEYERS, PE

PLANS: PLANS AVAIL ON CD ONLY FRM CITY SERV CENTER @ M/C

NOTES1: 5% BID BOND CD ON FILE

NOTES2: \*MUST RESERVE IN ADVANCE TO CHECK OUT OF PLANROOM!!

BOI	DESCRIPTION	UN	QUANTITY	UNIT BI	EXTENSION
<u>PAVING IMPRVTS, SCH 1 "NORTH"</u>					
101	MOBILIZATION	LS	1.000	\$ 75,000.00	\$ 75,000.00
102	FULL DEPTH SAWCUT	LF	114.000	\$ 10.00	\$ 1,140.00
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	SY	19.000	\$ 25.00	\$ 475.00
104	6" THICK LIME STAB SUBGRD	SY	6859.000	\$ 2.00	\$ 13,718.00
105	HYDRATED LIME	TON	113.100	\$ 90.00	\$ 10,179.00
106	8" 5000# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	SY	6229.000	\$ 28.00	\$ 174,412.00
107	6" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	SY	152.000	\$ 30.00	\$ 4,560.00
108	8" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	SY	112.000	\$ 35.00	\$ 3,920.00
109	6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	LF	3194.000	\$ 3.00	\$ 9,582.00
110	LONGITUDINAL BUTT JOINT	LF	111.000	\$ 10.00	\$ 1,110.00
111	CONC ST HEADER	LF	23.000	\$ 10.00	\$ 230.00
112	ACME VEHICULAR BRICK PAVER MATLS, DEL TO SITE	SF	2372.000	\$ 5.00	\$ 11,860.00
113	BEDDING MATLS & PLACE BRICK PAVERS	SF	2372.000	\$ 3.00	\$ 7,116.00
114	THERMO STOP LINE 24" WIDE	LF	23.000	\$ 12.00	\$ 276.00
115	THERMO STRIPE 4" WIDE	LF	1942.000	\$ 3.00	\$ 5,826.00
116	REPL BUTTONS, TY 1-C, 4"	EA	21.000	\$ 6.50	\$ 136.50
117	REPL BUTTONS, TY 11AA, 4"	EA	140.000	\$ 9.00	\$ 1,260.00
118	ST & TRAFF CTRL SIGNS	EA	5.000	\$ 350.00	\$ 1,750.00
119	ST NAME SIGN & MOUNT HDWR & APPURT	EA	1.000	\$ 250.00	\$ 250.00
120	UNISTRUT-TELESPAR ST SIGN POST, FOUND, ETC	EA	1.000	\$ 250.00	\$ 250.00
121	REM EX ST BARRICADES & POSTS	LF	44.000	\$ 25.00	\$ 1,100.00
122	F&I ST BARRICADES & POSTS	LF	50.000	\$ 55.00	\$ 2,750.00
123	BARRICADES, SIGNS & TRAFF CTRL	LS	1.000	\$ 7,500.00	\$ 7,500.00
124	UNCLASS ST EXCAVA, DISP	CY	20400.000	\$ 9.50	\$ 193,800.00
125	BLACK STL STOP SIGN POLE	EA	1.000	\$ 350.00	\$ 350.00
126	ADDISON CIRCLE FINIAL ON BLACK STL POLE	EA	1.000	\$ 350.00	\$ 350.00
127	STAB CONST ENTR	CY	19.000	\$ 100.00	\$ 1,900.00
128	SILT FENCE	LF	1050.000	\$ 1.50	\$ 1,575.00
129	INLET PROTECT	EA	5.000	\$ 125.00	\$ 625.00
130	NO ITEM				
131	NO ITEM				
132	NO ITEM				
133	NO ITEM				
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	LF	90	\$ 2.00	\$ 180.00
135	PLACE WITH THERMOPLASTIC ARROW	EA	2	\$ 150.00	\$ 300.00
<b>PAVING IMPROVMENTS SCH. 1 *NORTH*</b>					<b>\$ 533,480.50</b>

UTIL IMPRVTS, SCH 2

201	CONC BLOCKING	CY	9.800	\$ 175.00	\$ 1,715.00
202	DI FITTINGS, CL 250	TON	1.100	\$ 3,500.00	\$ 3,850.00
203	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 06"	LF	30.000	\$ 45.00	\$ 1,350.00
204	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	LF	489.000	\$ 17.00	\$ 8,313.00
205	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 12"	LF	1087.000	\$ 21.00	\$ 22,827.00
206	RES SEAT GATE VALVE/BOX, 06"	EA	3.000	\$ 575.00	\$ 1,725.00
207	RES SEAT GATE VALVE/BOX, 08"	EA	13.000	\$ 675.00	\$ 8,775.00
208	RES SEAT GATE VALVE/BOX, 12"	EA	5.000	\$ 1,200.00	\$ 6,000.00
209	FIRE HYDRANT F&I	EA	3.000	\$ 2,000.00	\$ 6,000.00
210	CONNECT TO EX WTR MAIN	EA	2.000	\$ 1,500.00	\$ 3,000.00
211	NO ITEM				
212	2" TY K SOFT COPPER IRRIGA SERV	EA	1.000	\$ 750.00	\$ 750.00
213	1.5" HERSEY MVR 100 TURBINE METER	EA	1.000	\$ 775.00	\$ 775.00
214	BROOKS PROD, #65 17" X 28" PRECAST BOX	EA	2.000	\$ 250.00	\$ 500.00
215	1.5" FBBCO 805Y DBL CHK VALVE ASSY	EA	1.000	\$ 750.00	\$ 750.00
215	2" CL 200 PVC SLEEVE	LF	38.000	\$ 7.50	\$ 285.00
217	TRENCH SAFETY	LF	1596.000	\$ 1.00	\$ 1,596.00
218	PERFORM WTR TEST	LS	1.000	\$ 3,500.00	\$ 3,500.00
219	NO ITEM				
220	NO ITEM				

**TRANSMITTAL OF ADDENDUM**

\*\*\*\*\*

**INSTRUCTIONS:**

Acknowledge receipt of Addenda with the form below, please FAX to (972) 450-7096 upon receipt.

\*\*\*\*\*

**Addendum Acknowledgment**      Should be faxed to (972) 450-7096

I Acknowledge the receipt of Addendum No.:      1      Total # Pages:      121

Town of:      ADDISON, TEXAS

Project Name:      04-03 Spectrum Dr North/South Extension

By Facsimile Transmission on this date:      November 21, 2003

The undersigned bidder hereby certifies that Addendum No. 1 has been incorporated into the proposal and if accepted becomes part of the contract.

<b>Company Name:</b>	Site Concrete, Inc.
<b>Signed By (print name):</b>	Ashley Dyer
<b>Signature:</b>	<i>Ashley Dyer</i>
<b>Date:</b>	12-2-03
<b>Phone No:</b>	972-313-0733

**PLEASE SIGN & FAX THIS PAGE  
BACK TO TOWN OF ADDISON**

(As verification that you received this update)  
972-450-7096

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310  
**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we

Site Concrete, Inc. (Here insert full name and address or legal title of Contractor)

3340 Roy Orr Blvd., Grand Prairie, Texas 75050

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

Arch Insurance Company and Arch Reinsurance Company

12377 Merit Dr., Dallas, Texas 75251

a corporation duly organized under the laws of the State of Missouri & Nebraska

as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

Town of Addison

5350 Belt Line Rd., Addison, TX, 75240

as Obligee, hereinafter called the Obligee, in the sum of Five percent of the greatest amount bid

Dollars (\$5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for (Here insert full name, address and description of project)

Paving, Drainage, Streetscape and Utility Improvements for the SPECTRUM DRIVE NORTH/SOUTH EXTENSION


NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of December, 2003

Site Concrete, Inc.

(Principal)

(Seal)

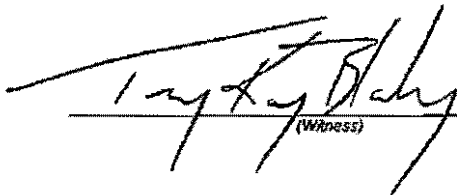
  
(Witness)

  
(Title)

Arch Insurance Company and Arch Reinsurance Company

(Surety)

(Seal)

  
(Witness)

  
(Title)  
William D. Baldwin Attorney-In-Fact

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Michael B. Hill, Cindy Fowler, William D. Baldwin, and Suzanne C. Bladwin of Richardson, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 23rd day of May, 2003.

Arch Insurance Company

Attested and Certified



[Signature]  
Joseph S. Labell, Corporate Secretary

[Signature]  
Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Labell personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



[Signature]  
Melissa B. Gilligan, Notary Public  
My commission expires 2-28-05

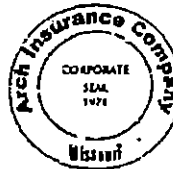
CERTIFICATION

I, Joseph S. Labell, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 23, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 2nd day of December, 2003.

[Signature]  
Joseph S. Labell, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



Home Office: Kansas City, MO

## POWER OF ATTORNEY

Know All Men By These Presents:

That Arch Reinsurance Company, a corporation organized and existing under the laws of the State of Nebraska, having its home office in Omaha, Nebraska (hereinafter referred to as the "Company") does hereby appoint

Michael B. Hill, Cindy Fowler, William D. Baldwin and Glenn E. Ganci of Richardson, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Omaha, Nebraska.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on June 13, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the Managing Director, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on June 13, 2003:

VOTED, That the signature of the Chairman of the Board, the Managing Director, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on June 13, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of September, 2003.

Arch Reinsurance Company

Attested and Certified



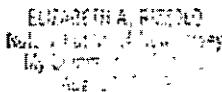
John F. Rathgeber  
John F. Rathgeber, Managing Director and  
Chief Operating Officer

Mathilda A. Oostveen  
Mathilda A. Oostveen, Corporate Secretary

STATE OF NEW JERSEY SS

COUNTY OF MORRIS SS

I Elizabeth A. Rizzolo, a Notary Public, do hereby certify that John F. Rathgeber and Mathilda A. Oostveen personally known to me to be the same persons whose names are respectively as Managing Director and Chief Operating Officer and Corporate Secretary of Arch Reinsurance Company, a Corporation organized and existing under the laws of the State of Nebraska, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Elizabeth A. Rizzolo  
Elizabeth A. Rizzolo, Notary Public of New Jersey  
My commission expires 8-21-06

CERTIFICATION

I, Mathilda A. Oostveen, Corporate Secretary of Arch Reinsurance Company, do hereby certify that the attached Power of Attorney dated September 5, 2003 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said John F. Rathgeber, who executed the Power of Attorney as Managing Director and Chief Operating Officer, was on the date of execution of the attached Power of Attorney the duly elected Managing Director and Chief Operating Officer of Arch Reinsurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of Arch Reinsurance Company on this 2nd day of December, 2003.

Mathilda A. Oostveen  
Mathilda A. Oostveen, Corporate Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.



HOME OFFICE: Omaha, Nebraska

## **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.

Purchasing

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 22 day of June, 2004 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 Mels Electric of the City of Dallas, County of Dallas and 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:

**Spectrum Lights – Bid B steel type street poles**

and all extra work in connection therewith, under the terms as stated in the specifications 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 bid 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 (130) calendar days per specification after he commences work, subject extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Three hundred nineteen thousand, seven hundred and 00/100 dollars (\$319,700.00) 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: *Ron Whitehead*  
City Manager

*Mari Gray*  
City Secretary

Mels Electric, L.P., by its General Partner,  
MES, GP Management, L.L.C.

ATTEST:

By: *Timothy Kientzler*  
Timothy Kientzler  
President

By: *Susan J. Hensley*

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

St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Fidelity and Guaranty Insurance Company  
Principal Office: 385 Washington Street  
St. Paul, Minnesota 55102

Seaboard Surety Company  
Principal Office: 5801 Smith Avenue  
Baltimore, Maryland 21209

**STATUTORY PERFORMANCE BOND TEXAS**  
Penalty of the bond must be 100% of Contract amount

Bond Number \_\_\_\_\_

State of Texas, County of Dallas

KNOW ALL MEN BY THESE PRESENTS, that Mels Electric, L. P.  
1810 S. Akard, Dallas, Texas 75215

(hereinafter called the Principal), as Principal and Fidelity & Guaranty Insurance Underwriters, Inc.,  
a corporation organized under the laws of the State of Wisconsin, a Corporate Surety authorized and admitted to do  
business in the State of Texas and licensed by the State of Texas to execute bonds as Surety, (hereinafter called the Surety), as Surety  
are held and firmly bound unto Town of Addison  
P. O. Box 9010, Addison, Texas 75001

(hereinafter called the Oblige), in the penal sum of -----Three Hundred Nineteen Thousand Seven  
Hundred and no/100 ----- Dollars (\$ 319,700.00 )

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 22nd day of  
June, 2004, a copy of which is hereto attached and made a part hereof, for Spectrum Lights - Bid B steel type street poles

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 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 thereof 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

24th, day of June, 2004

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

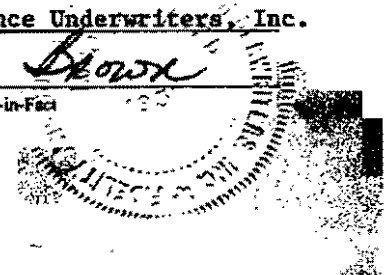
Mels Electric, L.P. (Seal)

MES GP Management, L.L.C. (Seal)

Mels Electric, L.P., by its General Partner,  
MES GP Management, L.L.C.  
Surety Company:

Fidelity & Guaranty Insurance Underwriters, Inc.

By Gaylon E. Brown  
Attorney-in-Fact  
Gaylon E. Brown



St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company  
St. Paul Mercury Insurance Company  
United States Fidelity and Guaranty Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
Fidelity and Guaranty Insurance Company  
Principal Office: 385 Washington Street  
St. Paul, Minnesota 55102

Seaboard Surety Company  
Principal Office: 5801 Smith Avenue  
Baltimore, Maryland 21209

**STATUTORY PAYMENT BOND TEXAS**  
Penalty of the bond must be 100% of Contract amount

Bond Number \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that Mels Electric, L.P.  
1810 S. Akard, Dallas, Texas 75215

(hereinafter called the Principal), as Principal and Fidelity & Guaranty Insurance Underwriters, Inc.,

a corporation organized under the laws of the State of Wisconsin a Corporate Surety authorized and admitted to do  
business in the State of Texas and licensed by the State of Texas to execute bonds as Surety, (hereinafter called the Surety), as Surety,  
are held and firmly bound unto Town of Addison  
P. O. Box 9010, Addison, Texas 75001

(hereinafter called the Obligee), in the penal sum of ----- Three Hundred Nineteen Thousand Seven  
Hundred and no/100 ----- Dollars (\$ 319,700.00 )

for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 22nd day of  
June, 2004, a copy of which is hereto attached and made a part hereof, for  
Spectrum Lights - Bid B steel type street poles

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 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 to all such claimants shall be determined in accordance with the provisions thereof 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  
24th day of June, 2004

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal:  
Mels Electric, L.P. (Seal)  
[Signature] (Seal)  
Mels Electric, L.P., by its General Partner,  
MES, GP/Management, L.L.C.

Surety Company:  
Fidelity & Guaranty Insurance Underwriters, Inc.

By [Signature] (Seal)  
Gaylon E. Brown  
Attorney-in-Fact





POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 20572

Certificate No. 1838064

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Patrick J. Bonds, Retha Pearce, Donna Cates, Melody K. Bergmann, Lana Thomas and Gaylon E. Brown

Dallas Texas

of the City of Dallas, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 30th day of October, 2002

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



PETER W. CARMAN, Vice President

THOMAS E. HUIBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 30th day of October, 2002, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 1st day of July, 2006.



REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1996, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

**RESOLVED FURTHER**, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huihregtse, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

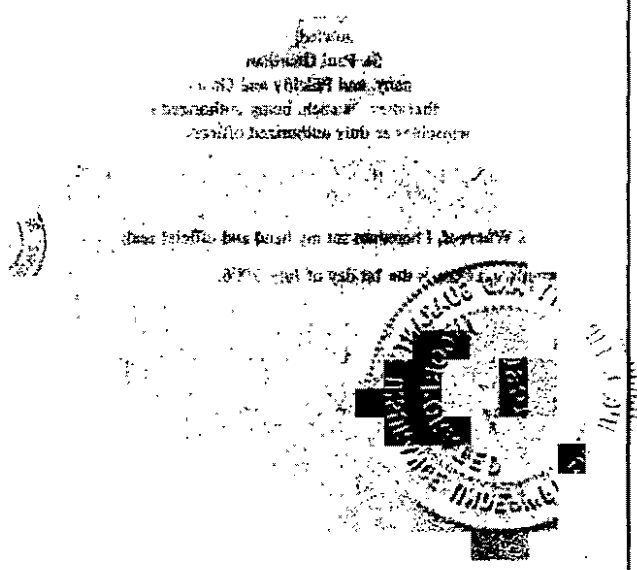
IN TESTIMONY WHEREOF, I hereunto set my hand this 24<sup>th</sup> day of June, 2004.



*Thomas E. Huihregtse*  
Thomas E. Huihregtse, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

**WARNING**  
**THIS POWER OF ATTORNEY IS INVALID WITHOUT THE REAL BORDER**





<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 08/29/04
<b>PRODUCER</b> HRH Insurance 5520 LBJ Freeway, Sixth Floor Dallas, TX 75240 972 385-9922	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.	
<b>INSURED</b> Mels Electric, L.P. 1810 S. Akard Dallas, Tx 75215	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: <b>Employers Mutual Casualty Company</b> INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b> 21415

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RTR (ADD'L LTR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2D2535904	07/01/04	07/01/05	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (EA OCCURRENCE) <b>\$300,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2E2535904	07/01/04	07/01/05	COMBINED SINGLE LIMIT (EA ACCIDENT) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$								
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	2J2535904	07/01/04	07/01/05	EACH OCCURRENCE <b>\$10,000,000</b> AGGREGATE <b>\$10,000,000</b> \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2H2535904	07/01/04	07/01/05	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> WC STATUTORY LIMITS</td> <td style="width: 50%;"><input type="checkbox"/> OTHER</td> </tr> <tr> <td colspan="2">E.L. EACH ACCIDENT <b>\$1,000,000</b></td> </tr> <tr> <td colspan="2">E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b></td> </tr> <tr> <td colspan="2">E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b></td> </tr> </table>	<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT <b>\$1,000,000</b>		E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b>		E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>	
<input type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER												
E.L. EACH ACCIDENT <b>\$1,000,000</b>													
E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b>													
E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>													
A	OTHER Inland Marine	2C2535904	07/01/04	07/01/05	<b>\$100,000 Leased or Rented Equipment</b> <b>\$250 Deductible</b>								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

The Town of Addison is Additional Insured and is provided with a Waiver of Subrogation on the General Liability Policy.

**CERTIFICATE HOLDER**

The Town of Addison  
 P O BOX 9010  
 Addison, TX 75001

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*Stanley E. Brown*

## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Please call her

DATE 7-1

v64

NAME Glenda Lee HOME# \_\_\_\_\_

ADDRESS Millennium WORK# 214-800-2950

REQUEST FOR SERVICE Bldg. 214 323 2000

Site concrete burst  
irrigation line.

ACTION TAKEN They have not  
paid the bill - SINCE  
April.

ROBIN \_\_\_\_\_  
AL \_\_\_\_\_  
MITCH \_\_\_\_\_  
She wants their  
payments stopped!

JAMES \_\_\_\_\_  
JEFF \_\_\_\_\_  
JOHN \_\_\_\_\_  
Glenda spoke with Bryan Piper  
Invoices have not been paid.  
Bryan will check with his office.  
Luke said payments could be withheld.

Not as easy as it may seem. Steve - check with Bryan Piper

Jep

Addison!

TOWN OF ADDISON UTILITIES

Mail To: P. O. Box 9009
Addison, Texas 75001-9009
Deliver To: 5350 Belt Line Road
Dallas, Texas 75254
Questions About Your Statement Call:
972-450-7081

RECEIVED

MAY 20 2004

RREEF

Service Info:

Table with 2 columns: CUSTOMER NUMBER (0000338102) and SERVICE ADDRESS (15445 DALLAS PKWY)

Billing Date Info:

Table with 4 columns: PREV. READING DATE (04/12/04), CURRENT READING DATE (05/13/04), BILLING DATE (05/21/04), DUE DATE (06/10/04)

Reading History:

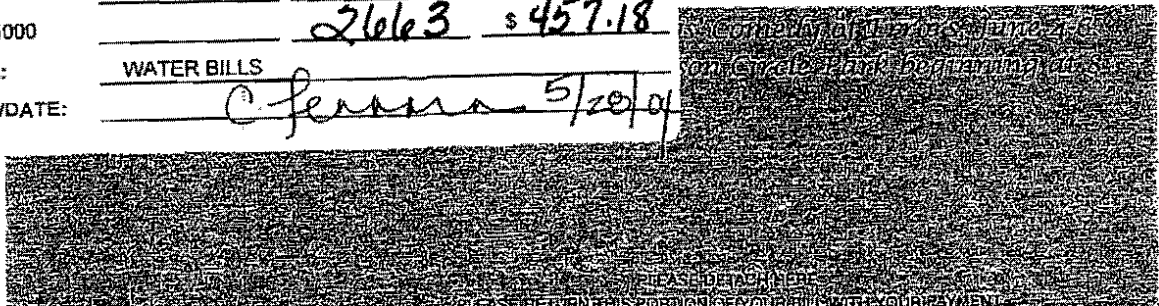
Table with 6 columns: METER SERIAL NUMBER (2626325), PREVIOUS READING (132307), CURRENT READING (135382), CURRENT USAGE (307500), ESTIMATE REASON, AVERAGE DAILY USAGE (9919.3548)

Billing History:

Table with 3 columns: TRANSACTION CODE (3100), CHARGES (WATER IRRIGATION LARGE), AMOUNT (\$735.61)

FOR AN EXPLANATION OF PAYMENT BY CREDIT CARD SEE REVERSE. DO NOT SEND PAYMENT! AMOUNT DUE BEING PAID BY AUTOMATIC BILL PAYMENT.

Table with columns: PROPERTY, ENDOR, INV. NO., PROJECT, ESC., PP'L/DATE. Includes handwritten amounts: \$735.61, \$219.96, \$58.47, \$457.18 and dates: 5-21-04, 5/20/04.



BILL PAYABLE ON RECEIPT. MAKE CHECKS PAYABLE TO TOWN OF ADDISON.

Addison!

TOWN OF ADDISON UTILITIES

Mail To: P. O. Box 9009
Addison, Texas 75001-9009
Deliver To: 5350 Belt Line Road
Dallas, Texas 75254
Questions About Your Statement Call:
972-450-7081

Table with 4 columns: CUSTOMER NO (0000338102), SERVICE ADDRESS (15445 DALLAS PKWY), DUE DATE (06/10/04), AMOUNT DUE (\$735.61). Includes rows for GROSS AMOUNT (\$809.17) and AMOUNT PAID.

PLEASE MAKE PAYMENT TO OUR OFFICE BY 5:00 P.M. ON OR BEFORE THE DUE DATE. AFTER THE DUE DATE A PENALTY CHARGE WILL BE ADDED.

FAILURE TO PAY THE PAST DUE BALANCE MAY RESULT IN A PROPERTY TAX LIEN.

RREEF MILLENNIUM I L.P.
15455 DALLAS PKWY
ADDISON, TX 75001

000000021000000033810200000735615



Addison!

TOWN OF ADDISON UTILITIES

Mail To: P. O. Box 9009
Addison, Texas 75001-9009
Deliver To: 5350 Belt Line Road
Dallas, Texas 75254
Questions About Your Statement Call:
972-450-7081

RECEIVED

MAY 20 2004

RREEF

Service Info:

Table with 2 columns: CUSTOMER NUMBER, SERVICE ADDRESS. Values: 0000333702, 15455 DALLAS PKWY

Billing Date Info:

Table with 4 columns: PREV. READING DATE, CURRENT READING DATE, BILLING DATE, DUE DATE. Values: 04/12/04, 05/13/04, 05/21/04, 06/10/04

Reading History:

Table with 6 columns: METER SERIAL NUMBER, PREVIOUS READING, CURRENT READING, CURRENT USAGE, ESTIMATE REASON, AVERAGE DAILY USAGE. Values: 2626329, 130462, 133583, 312100, 10067.7419

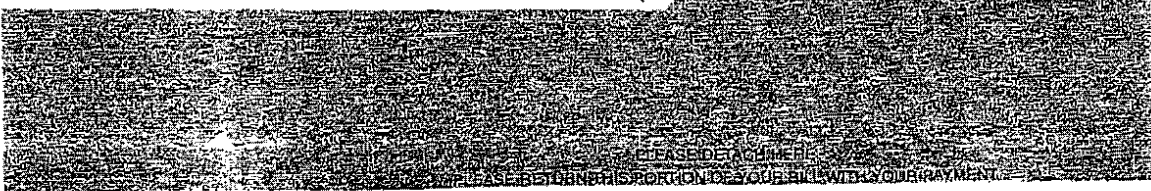
Billing History:

Table with 3 columns: TRANSACTION CODE, CHARGES, AMOUNT. Value: 3100 WATER IRRIGATION LARGE \$746.32

FOR AN EXPLANATION OF PAYMENT BY CREDIT CARD SEE REVERSE. DO NOT SEND PAYMENT! AMOUNT DUE BEING PAID BY AUTOMATIC BILL PAYMENT.

Table with multiple rows for PROPERTY, ENDOR, INV. NO., PROJECT, ESC., and PP'LJDATE. Includes handwritten amounts like \$746.32, \$237.02, \$63.01, \$446.29 and dates like 5/20/04.

Handwritten: H, Δ=903.47



TOWN OF ADDISON UTILITIES

Mail To: P. O. Box 9009
Addison, Texas 75001-9009
Deliver To: 5350 Belt Line Road
Dallas, Texas 75254
Questions About Your Statement Call:
972-450-7081

Addison!

Summary table with columns: CUSTOMER NO, SERVICE ADDRESS, DUE DATE, AMOUNT DUE. Values: 0000333702, 15455 DALLAS PKWY, 06/10/04, \$746.32, \$820.95

PLEASE MAKE PAYMENT TO OUR OFFICE BY 5.00 P.M. ON OR BEFORE THE DUE DATE. AFTER THE DUE DATE A PENALTY CHARGE WILL BE ADDED

FAILURE TO PAY THE PAST DUE BALANCE MAY RESULT IN A PROPERTY TAX LIEN.

RREEF MILLENNIUM I
15455 DALLAS PKWY
ADDISON, TX 75001

000000021000000033370200000746325

Addison!

**TOWN OF ADDISON UTILITIES**  
 Mail To: P. O. Box 9009  
 Addison, Texas 75001-91  
 Deliver To: 5350 Belt Line Road  
 Dallas, Texas 75254  
 Questions About Your Statement Call:  
 972-450-7081

VENDOR: 33ADDUTIL  
 INV. NO:  
 PROJECT: 33.B75000  
 33.B75000  
 33.B75000

AMOUNT: \$ 724.89  
 INV. DATE: 6-20-04  
 ACCOUNT: 6331  
 AMOUNT: \$ 102.50  
 7017

Service Info:

CUSTOMER NUMBER: 0000338102  
 SERVICE ADDRESS: 15445 DALLAS PKWY

DESC.: WATER BILLS  
 APP'L/DATE: C. Lerman 7/10/04

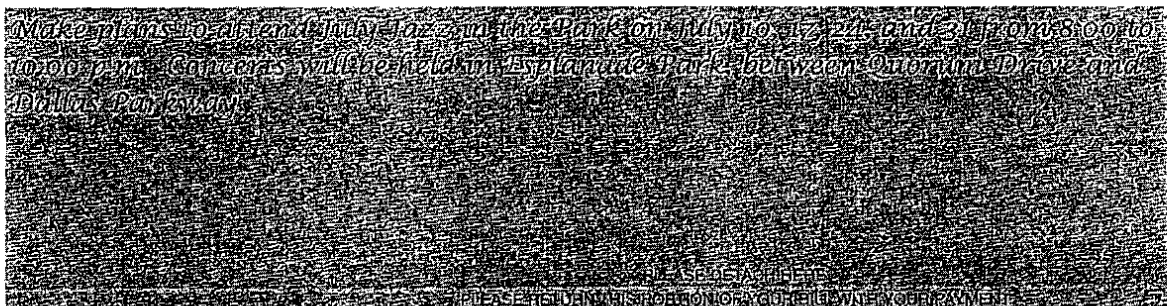
PREV. READING DATE	CURRENT READING DATE	BILLING DATE	DUE DATE
05/13/04	06/11/04	06/20/04	07/12/04

METER SERIAL NUMBER	PREVIOUS READING	CURRENT READING	CURRENT USAGE	ESTIMATE REASON	AVERAGE DAILY USAGE
262632	13382	138411	302900		10444.8276

Billing History:

TRANSACTION CODE	CHARGES	AMOUNT
3100	WATER IRRIGATION LARGE	\$724.89
	PREVIOUS BALANCE:	\$0.00
	<b>TOTAL DUE:</b>	<b>\$724.89</b>

FOR AN EXPLANATION OF PAYMENT BY CREDIT CARD SEE REVERSE.  
 DO NOT SEND PAYMENT AMOUNT DUE BEING PAID BY AUTOMATIC BILL PAYMENT.



Δ = \$ 560.95

Addison!

**TOWN OF ADDISON UTILITIES**  
 Mail To: P. O. Box 9009  
 Addison, Texas 75001-9009  
 Deliver To: 5350 Belt Line Road  
 Dallas, Texas 75254  
 Questions About Your Statement Call:  
 972-450-7081

CUSTOMER NO	SERVICE ADDRESS	DUE DATE	AMOUNT DUE
0000338102	15445 DALLAS PKWY	07/12/04	\$724.89
MAIL ADDRESS:		AFTER DUE DATE PAY	\$797.38
		PLEASE INDICATE AMOUNT PAID	

PLEASE MAKE PAYMENT TO OUR OFFICE BY 5:00 P.M. ON OR BEFORE THE DUE DATE. AFTER THE DUE DATE A PENALTY CHARGE WILL BE ADDED.

RREEF MILLENNIUM I L.P.  
 15455 DALLAS PKWY  
 ADDISON, TX 75001

FAILURE TO PAY THE PAST DUE BALANCE MAY RESULT IN A PROPERTY TAX LIEN.

Addison!

TOWN OF ADDISON UTILITIES  
Mail To: P. O. Box 9009  
Addison, Texas 75001-9  
Deliver To: 5350 Belt Line Road  
Dallas, Texas 75254  
Questions About Your Statement Call:  
972-450-7081

PROPERTY: Millennium I, Addison, TX  
VENDOR: 33ADDUTIL  
INV. NO:  
PROJECT: 33.B75000  
33.B75000  
33.B75000

AMOUNT: \$1999.96  
INV. DATE: 6-20-04  
JOB CODE: ACCOUNT: 6331  
7017  
AMOUNT: \$37.46  
\$62.50

Service Info:

Table with 2 columns: CUSTOMER NUMBER (0000333702), SERVICE ADDRESS (15455 DALLAS PKWY)

Billing Date Info:

Table with 3 columns: PREV. READING DATE (05/13/04), CURRENT READING DATE (06/11/04), BILLING DATE (06/20/04)

Reading History:

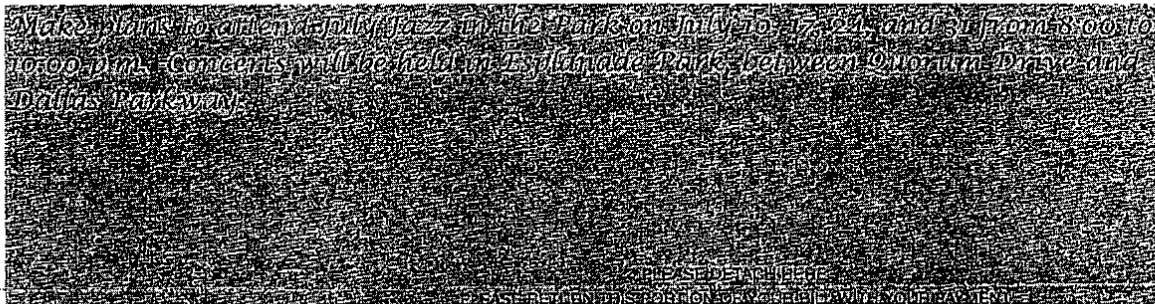
Table with 6 columns: METER SERIAL NUMBER (2626329), PREVIOUS READING (133583), CURRENT READING (136505), CURRENT USAGE (292200), ESTIMATE REASON, AVERAGE DAILY USAGE (10075.8621)

RREEF

Billing History:

Table with 3 columns: TRANSACTION CODE (3100), CHARGES (WATER IRRIGATION LARGE), AMOUNT (\$699.96). Includes PREVIOUS BALANCE: \$0.00 and TOTAL DUE: \$699.96

FOR AN EXPLANATION OF PAYMENT BY CREDIT CARD SEE REVERSE.  
DO NOT SEND PAYMENT! AMOUNT DUE BEING PAID BY AUTOMATIC BILL PAYMENT.



BILL PAYABLE ON RECEIPT. MAKE CHECKS PAYABLE TO TOWN OF ADDISON.

Addison!

TOWN OF ADDISON UTILITIES  
Mail To: P. O. Box 9009  
Addison, Texas 75001-9009  
Deliver To: 5350 Belt Line Road  
Dallas, Texas 75254  
Questions About Your Statement Call:  
972-450-7081

Table with 4 columns: CUSTOMER NO (0000333702), SERVICE ADDRESS (15455 DALLAS PKWY), DUE DATE (07/12/04), AMOUNT DUE (\$699.96). Includes GROSS AMOUNT (\$769.96) and AMOUNT PAID section.

PLEASE MAKE PAYMENT TO OUR OFFICE BY 5:00 P.M. ON OR BEFORE THE DUE DATE. AFTER THE DUE DATE A PENALTY CHARGE WILL BE ADDED.

FAILURE TO PAY THE PAST DUE BALANCE MAY RESULT IN A PROPERTY TAX LIEN.

RREEF MILLENNIUM I  
15455 DALLAS PKWY  
ADDISON, TX 75001



Addison!

TOWN OF ADDISON UTILITIES  
Mail To: P. O. Box 9009  
Addison, Texas 75001-9009  
Deliver To: 5350 Belt Line Road  
Dallas, Texas 75254  
Questions About Your Statement Call:  
972-450-7081

JUN 20 2003

Service Info:

CUSTOMER NUMBER	SERVICE ADDRESS
0000338101	15445 DALLAS PKWY

Billing Date Info:

PREV. READING DATE	CURRENT READING DATE	BILLING DATE	DUE DATE
05/13/03	06/12/03	06/20/03	07/10/03

Reading History:

METER SERIAL NUMBER	PREVIOUS READING	CURRENT READING	CURRENT USAGE	ESTIMATE REASON	AVERAGE DAILY USAGE
2626325	110228	113171	294300		9810.0000

Billing History:

TRANSACTION CODE	CHARGES	AMOUNT
3100	WATER IRRIGATION LARGE	\$432.20
PREVIOUS BALANCE:		
<b>TOTAL DUE</b>		

FOR AN EXPLANATION OF PAYMENT BY CREDIT CARD SEE REVERSE.

Property	Code	Amount
MIL		432.20

PLEASE DETACH HERE  
PLEASE RETURN THIS PORTION OF YOUR BILL WITH YOUR PAYMENT

BILL PAYABLE ON RECEIPT. MAKE CHECKS PAYABLE TO TOWN OF ADDISON.

Addison!

TOWN OF ADDISON UTILITIES  
Mail To: P. O. Box 9009  
Addison, Texas 75001-9009  
Deliver To: 5350 Belt Line Road  
Dallas, Texas 75254  
Questions About Your Statement Call:  
972-450-7081

CUSTOMER NO	SERVICE ADDRESS
0000338101	15445 DALLAS PKWY

MAIL ADDRESS:

MILLENNIUM PARK PHASE I  
ATTN: G SMITH  
15455 DALLAS PKWY STE 175  
ADDISON, TX 75001  
USA

DUE DATE	AMOUNT DUE
07/10/03	\$432.20
GROSS AMOUNT	
AFTER DUE DATE PAY	\$475.42
PLEASE INDICATE AMOUNT PAID	

PLEASE MAKE PAYMENT TO OUR OFFICE BY 5:00 P.M. ON OR BEFORE THE DUE DATE. AFTER THE DUE DATE A PENALTY CHARGE WILL BE ADDED.

FAILURE TO PAY THE PAST DUE BALANCE MAY RESULT IN A PROPERTY TAX LIEN.

000000021000000033810100000432207





Addison!

TOWN OF ADDISON UTILITIES

Mail To: P. O. Box 9009  
Addison, Texas 75001-9009  
Deliver To: 5350 Belt Line Road  
Dallas, Texas 75254  
Questions About Your Statement Call:  
972-450-7081

Property	Code	Amount
mil	5130	421.53
Approved by		
Date: 7-18-03		

Service Info:

CUSTOMER NUMBER	SERVICE ADDRESS
0000333701	15455 DALLAS PKWY

Billing Date Info:

PREV. READING DATE	CURRENT READING DATE	BILLING DATE	DUE DATE
06/12/03	07/14/03	07/20/03	08/11/03

Reading History:

METER SERIAL NUMBER	PREVIOUS READING	CURRENT READING	CURRENT USAGE	ESTIMATE REASON	AVERAGE DAILY USAGE
2626329	110850	113714	286400		8950.0000

Billing History:

TRANSACTION CODE	CHARGES	AMOUNT
3100	WATER IRRIGATION LARGE	\$421.53
	PREVIOUS BALANCE:	\$0.00
	<b>TOTAL DUE:</b>	<b>\$421.53</b>

FOR AN EXPLANATION OF PAYMENT BY CREDIT CARD SEE REVERSE.

PAID  
JUL 18 2003



PLEASE DETACH HERE  
PLEASE RETURN THIS PORTION OF YOUR BILL WITH YOUR PAYMENT

BILL PAYABLE ON RECEIPT.  
MAKE CHECKS PAYABLE TO TOWN OF ADDISON.

Addison!

TOWN OF ADDISON UTILITIES  
Mail To: P. O. Box 9009  
Addison, Texas 75001-9009  
Deliver To: 5350 Belt Line Road  
Dallas, Texas 75254  
Questions About Your Statement Call:  
972-450-7081

CUSTOMER NO	SERVICE ADDRESS	DUE DATE	AMOUNT DUE
0000333701	15455 DALLAS PKWY	08/11/03	\$421.53
MAIL ADDRESS:			GROSS AMOUNT
			\$463.68
			PLEASE INDICATE AMOUNT PAID

PLEASE MAKE PAYMENT TO OUR OFFICE BY 5:00 P.M. ON OR BEFORE THE DUE DATE. AFTER THE DUE DATE A PENALTY CHARGE WILL BE ADDED.

FAILURE TO PAY THE PAST DUE BALANCE MAY RESULT IN A PROPERTY TAX LIEN.

MILLENNIUM PARK PHASE I  
ATTN: G SMITH  
15455 DALLAS PKWY STE 175  
ADDISON, TX 75001  
USA

000000021000000033370100000421533

Addison!

TOWN OF ADDISON UTILITIES

Mail To: P. O. Box 9009  
Addison, Texas 75001-9009  
Deliver To: 5350 Belt Line Road  
Dallas, Texas 75254  
Questions About Your Statement Call:  
972-450-7081

Property	Code	Amount
MLL	5130	437.06
Approved by: <i>Ok / go</i>		
Date: 7-18-03		

Service Info:

CUSTOMER NUMBER	SERVICE ADDRESS
0000338101	15445 DALLAS PKWY

Billing Date Info:

PREV. READING DATE	CURRENT READING DATE	BILLING DATE	DUE DATE
06/12/03	07/14/03	07/20/03	08/11/03

Reading History:

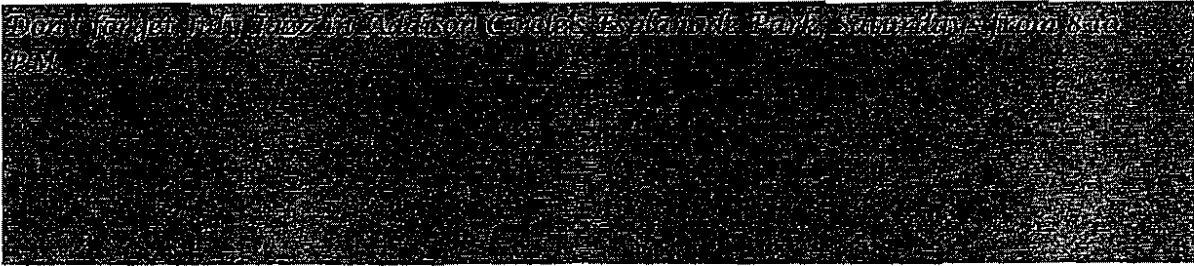
METER SERIAL NUMBER	PREVIOUS READING	CURRENT READING	CURRENT USAGE	ESTIMATE REASON	AVERAGE DAILY USAGE
2628325	113171	116150	297900		9309.3750

Billing History:

TRANSACTION CODE	CHARGES	AMOUNT
3100	WATER IRRIGATION LARGE	\$437.06
	PREVIOUS BALANCE:	\$0.00
	<b>TOTAL DUE</b>	<b>\$437.06</b>

FOR AN EXPLANATION OF PAYMENT BY CREDIT CARD SEE REVERSE.

RECEIVED  
JUL 18 2003



PLEASE DETACH HERE  
PLEASE RETURN THIS PORTION OF YOUR BILL WITH YOUR PAYMENT

BILL PAYABLE ON RECEIPT.  
MAKE CHECKS PAYABLE TO TOWN OF ADDISON.

TOWN OF ADDISON UTILITIES

Mail To: P. O. Box 9009  
Addison, Texas 75001-9009  
Deliver To: 5350 Belt Line Road  
Dallas, Texas 75254  
Questions About Your Statement Call:  
972-450-7081

Addison!

CUSTOMER NO	SERVICE ADDRESS	DUE DATE	AMOUNT DUE
0000338101	15445 DALLAS PKWY	08/11/03	\$437.06
MAIL ADDRESS:			GROSS AMOUNT
			\$480.77
			PLEASE INDICATE AMOUNT PAID

PLEASE MAKE PAYMENT TO OUR OFFICE BY 5:00 P.M. ON OR BEFORE THE DUE DATE. AFTER THE DUE DATE A PENALTY CHARGE WILL BE ADDED.

FAILURE TO PAY THE PAST DUE BALANCE MAY RESULT IN A PROPERTY TAX LIEN.

MILLENNIUM PARK PHASE I  
ATTN: G SMITH  
15455 DALLAS PKWY STE 175  
ADDISON, TX 75001  
USA

0000002100000033810100000437065

Nex

### Charges and Payments Summary

Usage History	C
Balance by Utility	.

**Organization #** 1 **Bill Grp #**  
**Account #** 333702 **Start at Date** 40804 **Owner / Rent** O **Route**  
**Service Address** 15455 DALLAS PKWY **Account Status** A **Date**  
**Customer Name** RREEF MILLENNIUM I  
**Mailing Address** 15455 DALLAS PKWY ADDISON, TX 75001  
**# of Units** 1 **Unit Name** **# of Meters**  
**Account Balance** 515.89+ **Current Charges** 515.89+ **Arrears**  
**Deposit Amount** 100.00 **Deposit Date** 11404 **Comments**

Dtl	Charge Date	Due Date	Charge	Payment	EAP Payment	Description
	72104	81004	515.89+			CHARGES
	71204			699.96-		PAYMENT
	62004	71204	699.96+			CHARGES
	61004			746.32-		PAYMENT
	52104	61004	746.32+			CHARGES
	51004			95.32-		PAYMENT
	42004	51004	95.32+			CHARGES
	40804			82.04-		PAYMENT

2004

Nex

### Charges and Payments Summary

Usage History	C
Balance by Utility	

Organization #	1	Bill Grp #		Autopa
Account #	333702	Start at Date	21304	Owner / Rent <input type="radio"/> Route
Service Address	15455 DALLAS PKWY			Account Status <input type="radio"/> Date
Customer Name	RREEF MILLENNIUM I			
Mailing Address	15455 DALLAS PKWY ADDISON, TX 75001			
# of Units	1	Unit Name		# of Meters
Account Balance	515.89+	Current Charges	515.89+	Arrears
Deposit Amount	100.00	Deposit Date	11404	Comments

Dtl	Charge Date	Due Date	Charge	Payment	EAP Payment	Description
	40804			82.04-		PAYMENT
	32004	40904	82.04+			CHARGES
	31604	31604	33.62-			CHARGES
	31204		3.06+			CHARGES
	30504			188.29-		PAYMENT
	22704			305.61-		PAYMENT
	21904	31004	188.29+			CHARGES
	21304		30.56+			CHARGES





Nex

### Charges and Payments Summary

Usage History	C
Balance by Utility	

**Organization #** 1 **Bill Grp #**  
**Account #** 333701 **Start at Date** 120902 **Owner / Rent** O **Route**  
**Service Address** 15455 DALLAS PKWY **Account Status** F **Date**  
**Customer Name** MILLENNIUM PARK PHASE I, L  
**Mailing Address** 15455 DALLAS PKWY STE 175 ADDISON, TX 75001  
**# of Units** 1 **Unit Name** **# of Meters**  
**Account Balance** **Current Charges** **Arrears**  
**Deposit Amount** **Deposit Date** 12004 **Comments**

Dtl	Charge Date	Due Date	Charge	Payment	EAP Payment	Description
	32103	41003	142.49+			CHARGES
	30303			136.55-		PAYMENT
	21803	31003	136.55+			CHARGES
	12403			228.08-		PAYMENT
	12003	21003	228.08+			CHARGES
	10603			239.96-		PAYMENT
	122102	11003	239.96+			CHARGES
	120902			142.08-		PAYMENT

DATE SUBMITTED: August 2, 2004  
FOR COUNCIL MEETING: August 10, 2004

**Council Agenda Item**

**SUMMARY:**

This item is for Council approval of Change Order No 2, in the amount of \$55,049.90, for the construction of Spectrum Drive North/South Extension Project.

**FINANCIAL IMPACT:**

Budgeted Amount: \$3,100,000

Change Order Cost: \$55,049.90

Source of Funds: \$2,600,000 from Bond Sale. Remaining amount from transfer of funds from Addison Road widening project.

**BACKGROUND:**

The Spectrum Drive North/South Extension Project was established as part of the Year 2000 General Obligation Bond Program. In December 2003, a construction contract was awarded to Site Concrete, Inc., in the amount of \$2,536,979.50, which is approximately \$563,000 under the budgeted amount. During the construction of these improvements, Public Works Department staff and the Contractor have identified several necessary field changes. Accordingly, a change order in the total amount of \$101,587.00 was prepared and approved by Council in March 2004. As the construction of Spectrum Drive proceeded, it was determined that a second change order, in the total amount of \$55,049.90, is also necessary to complete the project. This change order is the result of the following construction issues:

- Several signal and pedestrian poles required adjustments to anchor bolts, backplates and boring, in the amount of \$13,703.00.
- A portion of the existing concrete pavement on the south portion of the project requires removal and replacement to eliminate damaged and mis-aligned pavement, in the amount of \$4,938.00.
- The hand rail on the proposed retaining wall around the Millenium Bldg. drive must be extended for security and pedestrian safety. In addition, steep slopes on both sides of this retaining wall will be secured with a millsap stone wall and millsap stone steps, respectively, in the amount of \$19,870.00.
- In order to meet ADA construction requirements and match surrounding infrastructure, it was determined that additional brown brick was needed for border installation, in the amount of \$9,08.90.

- The Engineer did not adequately compensate for existing drainage patterns on the east and west sides of Spectrum Drive, at Airport Pkwy. As a result, additional drainage improvements were required, in the amount of \$7,500.00

The resulting total construction cost is increased to \$2,693,616.40. In addition, the installation of new street light poles along Spectrum Drive will cost \$319,700.00. The total project cost remains under the budgeted amount by approximately \$86,683.60.

**RECOMMENDATION:**

It is recommended that Council approve Change Order No. 2, in the amount of \$55,049.90, for the construction of the Spectrum Drive North/South Extension Project.

# SITE CONCRETE, INC.

## PROPOSAL

To: Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

07/19/04  
Site Job # 23-133  
Addison Bld # 04-03

Attn: Steve Chutchian, PE. Town of Addison

We propose to furnish all labor, materials, and equipment necessary to construct, as an independent contractor, the following described work:

**LOCATION:** Spectrum Dr. Change Order #2

### DESCRIPTION

**Traffic:**

1	Vehicle Signal Sections w/ Backplates	APPROX.	43	EA	@	\$175.00 EA	\$7,525.00
2	Vehicle Pole Anchor Bolts	APPROX.	148	EA	@	\$21.00 EA	\$3,108.00
3	Pedestrian Pole Anchor Bolts	APPROX.	236	EA	@	\$7.50 EA	\$1,770.00
4	Bore for Ped Lights on Arapaho Rd.	APPROX.	1	LS	@	\$1,300.00 LS	\$1,300.00
<b>Subtotal Traffic:</b>							<b>\$13,703.00</b>

**Paving for North Side of RailRoad:**

1	8" Concrete Removal	APPROX.	66	SY	@	\$25.00 SY	\$1,650.00
2	8" Concrete Pavement (No Lime)	APPROX.	66	SY	@	\$28.00 SY	\$1,848.00
3	Additional 2" Conc. (Explorer Pipeline)	APPROX.	180	SY	@	\$8.00 SY	\$1,440.00
<b>Subtotal Paving North Side RR:</b>							<b>\$4,938.00</b>

**Retaining Wall:**

1	Additional Bike Rail	APPROX.	53	LF	@	\$100.00 LF	\$5,300.00
2	Respace Previously Manufactured Rail	APPROX.	22	LF	@	\$35.00 LF	\$770.00
3	Millsap Stairs	APPROX.	650	SF	@	\$12.00 SF	\$7,800.00
4	Millsap Wall	APPROX.	500	SF	@	\$12.00 SF	\$6,000.00
<b>Subtotal Retaining Wall:</b>							<b>\$19,870.00</b>

**Brick Pavers:**

1	Return Autumn Haze 30 Bundles	APPROX.	1	LS	@	-\$7,125.00 LS	-\$7,125.00
2	Delivery Fee	APPROX.	1	LS	@	\$1,800.00 LS	\$1,800.00
3	Restocking Fee	APPROX.	1	LS	@	\$1,863.90 LS	\$1,863.90
4	Acme Brown for Border Brick	APPROX.	1	LS	@	\$12,500.00 LS	\$12,500.00
<b>Subtotal Brick Pavers:</b>							<b>\$9,038.90</b>

**Storm Sewer:**

1	10' Inlet (Airport Parkway)	APPROX.	1	EA	@	\$2,500.00	EA	\$2,500.00
2	3' x 3' drop Inlet with 2' apron	APPROX.	1	EA	@	\$4,000.00	EA	\$4,000.00
3	Install 24" RCP into existing inlet	APPROX.	1	EA	@	\$1,000.00	EA	\$1,000.00
<b>Subtotal Storm Sewer:</b>								<b>\$7,500.00</b>

**Total Change for Change Order #2: \$55,049.90**

**Note:** This quote is based upon the Town keeping some of the brick for repairs.  
The quantity can go up or down based upon the needs of the Town.  
This does not factor in Rail along the sidewalk behind the Rail Road crossing guards.

ACCEPTED:

\_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BANK REF:



SITE CONCRETE, INC.  
3340 ROY ORR BOULEVARD  
GRAND PRAIRIE, TEXAS 75050-4207  
972-313-0733 FAX #972-513-0825  
ESTIMATING FAX #972-513-0661

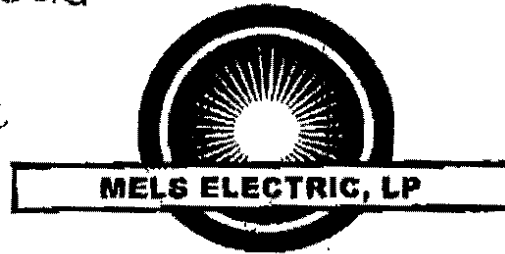
# SPECTRUM PRELIMINARY Pre-Bid Work 8/16/04

1. Brick - replace pavers w. broken corners, fill gaps better, clean
2. Clean out inlets
3. Clean curbs.
4. All street joints sealed.
5. Railings @ wall, face rock or something to hide top of wall (N+W side)
6. Slope SE side of wall to fire lane
7. Bollard @ hydrant
8. Touch up railing scratches on Railings.
9. Fix slopes @ S side of RR - sidewalk approaches to wall.
10. Locate and install water blanket E of SE Parkview E side.
11. Surface grade W side North, remove concrete spoil.  
1 row soil
12. Clean hydrants
13. Bollard @ Curium / Annapolis

TOWN OF ADDISON

TEXAS ELECTRIC DELIVERY SERVICE  
972-791-2888

SPECTRUM DRIVE  
ELECTRICAL  
SERVICE



NEED TO APPLY TO TXU FOR SERVICE.

**Fax**

TAX - 751333555  
ACCOUNT # 37-979699677  
9060 ACCOUNT PAYABLE

To: BRIAN From: KEITH ROBERTSON  
Fax: Bill for address Pages: 1 (including cover sheet)  
Phone: Date: 7-21-2004  
Re: SPECTRUM CC: FILE

Urgent  For Review  Please Comment  Please Reply  Please Recycle

BRIAN THE CITY WILL NEED TO NEED TO MAKE APPLICATION FOR POWER FOR ELECTRICAL SERVICES. THEY CAN CONTACT LARRY REDICK AT 972-323-8917 (FAX 972-323-8925)

CALL ON TUES.

~~XXXXXXXX~~  
★ → 1 877 - 290 - 3722

→ premise # 7117515 → 994

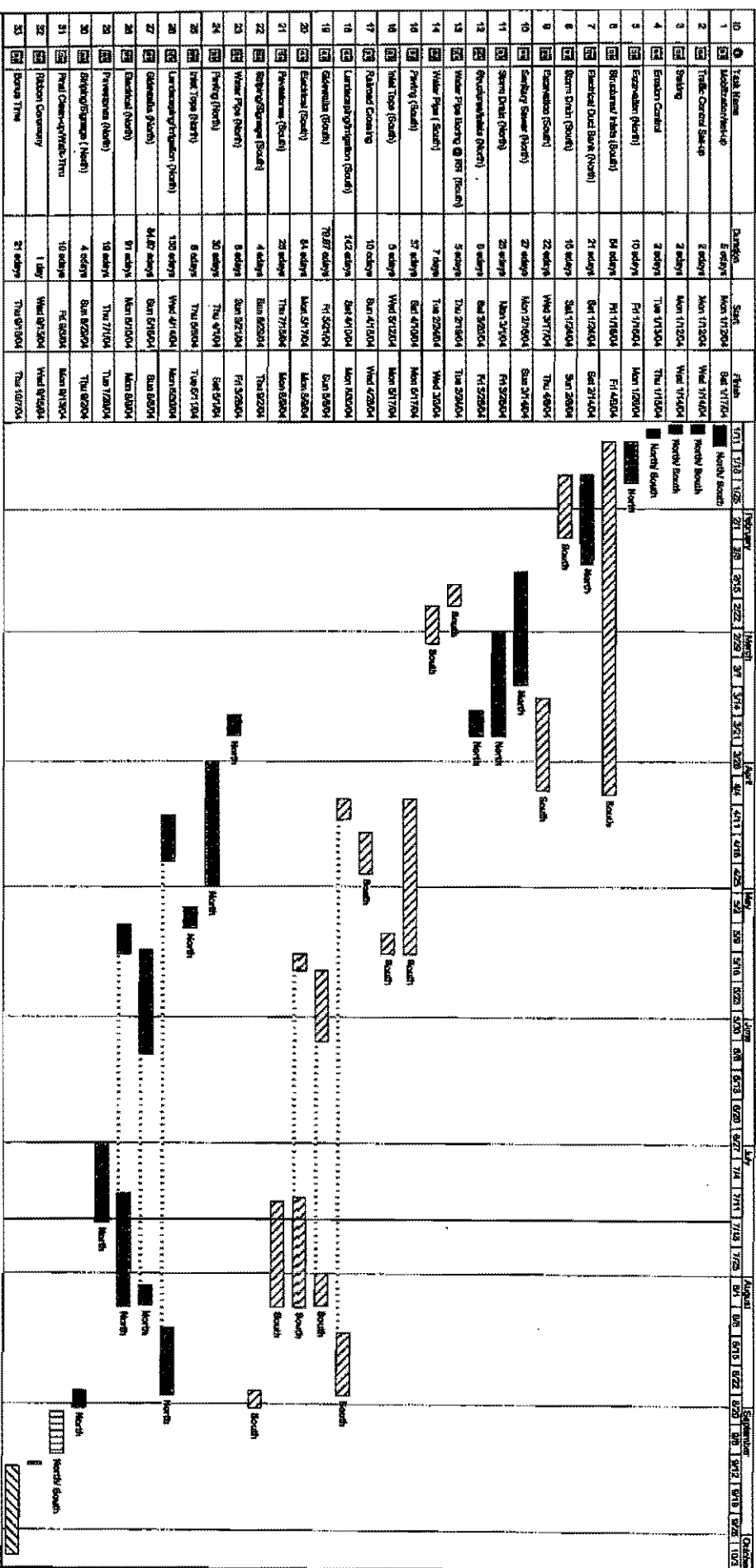
15889 SPECTRUM DR AT AIRPORT PKW - SW CORNER

15493 SPECTRUM DR AT RR CROSSING - SW CORNER

→ premise # 7117484 + 993 TOTAL ACCOUNT #

1810 S. Akard Street ❖ Dallas, TX 75215 ❖ (214) 565-1074 Phone (214) 565-1081 Fax

1-888-222-8095 - NEW CONSTRUCTION  
premise #



Task	Critical Task	Program	Milestone
100% Design	Yes	North	Design Complete
Permitting	Yes	North	Permitting Complete
Construction	Yes	North/South	Construction Complete
Commissioning	Yes	North	Commissioning Complete



**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 7/13/04

Claim # \_\_\_\_\_

Check \$ 1032.00

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

Vendor Name ECS, LTD.

Address 14026 THUNDERBOLT PLACE, SUITE 100

Address CHANTILLY, VIRGINIA 20151-3232

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		1032.00

TOTAL \$ 1032.00

EXPLANATION

SPECTRUM UTILITY TESTING

Steve Chittiman  
Authorized Signature

Finance



PLEASE REMIT TO:  
**ENGINEERING CONSULTING  
 SERVICES, LTD.**  
 14026 THUNDERBOLT PLACE, SUITE 100  
 CHANTILLY, VIRGINIA 20151-3232

Invoice Number  
 19.4069  
 Always Refer To  
 Above Number

CUSTOMER CODE 332301

Page 1 of 2

INVOICE DATE 07/05/04

TO:

SPECIAL INSTRUCTIONS  
 Spectrum Road - Gas line  
 Addison, Texas

Luke Jalbert  
 Town of Addison  
 PO Box 9010  
 Addison, TX 75001-9010

Progress Invoice

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

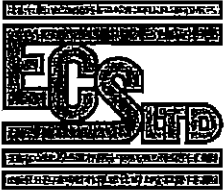
**Invoice Total: \$1,032.00**

OFFICE	JOB NO.		BILLED THRU DATE	TERMS
	3928	19-700	06/26/04	UPON RECEIPT

Description	Unit Price	Extension	Total
For services provided by ECS, Ltd. through 06/26/04			
Week Ending Jun 12, 2004			
Senior Field Technician	3.00 HRS	\$34.00	\$102.00
Field Services Secretary	0.20 HRS	\$30.00	\$6.00
Atterberg Limits Test	1.00 EA	\$42.00	\$42.00
Standard Proctor Curve	1.00 EA	\$125.00	\$125.00
Subtotal:			\$275.00
Week Ending Jun 19, 2004			
Senior Field Technician	11.50 HRS	\$34.00	\$391.00
Senior Field Technician (OverTime)	0.50 HRS	\$51.00	\$25.50
Field Services Secretary	0.80 HRS	\$30.00	\$24.00
Nuclear Gauge Rental (per day)	5.00 DAY	\$30.00	\$150.00
Subtotal:			\$590.50
Week Ending Jun 26, 2004			
Project Engineer	0.20 HRS	\$75.00	\$15.00
Project Manager (CMT)	0.10 HRS	\$75.00	\$7.50
Senior Field Technician	3.00 HRS	\$34.00	\$102.00
Field Services Secretary	0.40 HRS	\$30.00	\$12.00
Nuclear Gauge Rental (per day)	1.00 DAY	\$30.00	\$30.00
Subtotal:			\$166.50

A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUALLY) WILL BE ADDED TO ALL INVOICES UNPAID AFTER 30 DAYS.

Client Copy



PLEASE REMIT TO:  
**ENGINEERING CONSULTING  
 SERVICES, LTD.**  
 14026 THUNDERBOLT PLACE, SUITE 100  
 CHANTILLY, VIRGINIA 20151-3232

Invoice Number  
 19.4069  
 Always Refer To  
 Above Number

Page 2 of 2

CUSTOMER CODE 332301

INVOICE DATE 07/05/04

SPECIAL INSTRUCTIONS  
 Spectrum Road - Gas line  
 Addison, Texas

TO:

Progress Invoice

Luke Jalbert  
 Town of Addison  
 PO Box 9010  
 Addison, TX 75001-9010

PLEASE DETACH AND RETURN DUPLICATE COPY WITH YOUR REMITTANCE

Invoice Total: **\$1,032.00**

OFFICE	JOB NO.	BILLED THRU DATE	TERMS
	3928	06/26/04	UPON RECEIPT

Description	Unit Price	Extension	Total
For services provided by ECS, Ltd. through 06/26/04			
***** * Invoice Total - Please Remit => *****			\$1032.00
If you have any questions regarding this invoice, please contact Robert D. Ray <i>ADR</i> at (972) 392-3222	*** ECS USE ONLY *** \$907.00 - Dept. 004 \$125.00 - Dept. 005		<i>o.k. to pay! SJC 7/13/04</i>
<b>* BUDGET SUMMARY *</b>			
Budget Estimate:	\$2000.00		
Previous Invoices:	\$0.00		
Amt. This Invoice:	\$1032.00		
Amt. Remaining:	\$968.00		

A FINANCE CHARGE OF 1.5% PER MONTH (18% ANNUALLY) WILL BE ADDED TO ALL INVOICES UNPAID AFTER 30 DAYS.

Client Copy



3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

June 24, 2004

Steve Chutchian, P.E.  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Site Concrete would like to have our project time extended for the following reasons:

1. The original contract quantities were not correct for the sidewalk and pavers on the North segment. The original quantity was adjusted from 9,574 sf to 25,233 sf when bids were tabulated. 15 days
2. We have had various delays on the South segment. Those delays have been from MCI, Utility Quest, Oncor and Huitt-Zollars. We have been delayed for; line locates, fiber optic relocate, overhead lines, design changes and fire lane issues. 15 days
3. The delays on the South segment have caused delays on the North segment as well. We had to have the storm sewer complete on the South segment so we could start bringing in the excavation from the North segment. 15 days
4. Additional work on the Fire lane at the Millennium Building. 20 days
5. Delays associated with the Vehicle and Pedestrian lights have caused significant delays for about 30 days. 30 days
6. Explorer Pipeline has stopped our progress on the North side of the Railroad track for 30 days, so far. 30 days

Site Concrete, Inc., has tried to work around these issues. Site Concrete, Inc. has also had unreasonable expenses associated with the re-mobilization of utility crews, haul trucks, and paving crews. Do to the unforeseen elements associated with the project, we have no choice but to ask for more time. Site Concrete, Inc. would like to be granted an extension of 60 days to our original contract. We feel under these circumstances we are being fair for only asking for 60 days and actual delays were longer.

Should you have any question please feel free to call me at 214-226-1822.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bryan Piper', with a long, sweeping horizontal line extending to the right.

Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Luke Jalbert, Town of Addison  
Bob Kosmicki, Site Concrete, Inc.



COTTONWOOD  
Management Services

DALLAS  
LOS ANGELES  
SALT LAKE CITY  
SAN FRANCISCO  
WASHINGTON D.C.

v

7/8/04

June 30, 2004

Mr. Steve Chutchin, Lead Supervisor  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001

on 7/7/04,  
BRYAN PIPER  
MET w/ NICOLE  
& AGREED TO PAY  
THE FULL AMOUNT.  
Szc.

RE: 15851 Dallas Parkway, The Madison

Dear Mr. Chutchin:

Pursuant to our last conversation on June 22, 2004, you were going to put in a call to SMC Concrete regarding the outstanding invoice from VMC Landscape for **\$276.03** (see enclosed). This work was done at our property due to the construction of a sidewalk being put in.

Our firm has put in several calls to you and your assistant since June 2, 2004. As of today, we have not received an expense payment for **\$276.03**.

I would appreciate if you would like into this matter at your earliest convenience. If you have any questions, please call 972/450-5899.

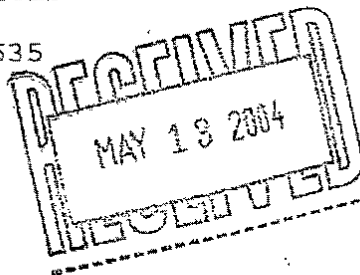
Sincerely,  
Cottonwood Management Services

  
Nicole Rustin

REAL ESTATE MANAGEMENT, INVESTMENT & DEVELOPMENT

15851 DALLAS PARKWAY SUITE 520 ADDISON, TX 75001  
TEL: 972 450 5899 FAX: 972 450 5875

VMC LANDSCAPE SERVICES  
 2561 MERRELL ROAD  
 DALLAS, TX 75229-2535  
 (972) 481-1616



INVOICE NUMBER: 060670  
 INVOICE DATE...: 05/11/04

BILL TO: COTTONWOOD MGMT. SERVICES  
 ATTN: MICHELLE KEAVENY  
 15851 DALLAS PARKWAY #520  
 ADDISON, TEXAS 75001

PROP: THE MADISON  
 15851 DALLAS PARKWAY  
 ADDISON, TEXAS

WO#: 10776

CUST I.D.....: 999139  
 P.O. NUMBER...:

JOB NUMBER....: 2790

DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT AMOUNT
00393-01 IRRIGATION REPAIR: 4/30/04 REPAIRED CONSTRUCTON DAMAGED LATERALS PER PROPOSAL DATED 5/3/04.	1.00	EACH	254.99	254.99

SUB-TOTAL: 254.99  
 TAX: 21.04  
 PAY THIS AMOUNT: 276.03

Cottonwood Partners Management		
Corporate & Management Invoices		
Dept./Property	GL #	Amount
403	58600	276.03
Description: Irrigation Repair - NW corner		
Appr: [Signature]		
Send Ck to: [Signature]		
To be Billed?: Yes		
Memo: [Signature]		



**PROPOSAL FOR IRRIGATION REPAIRS AT**  
**Madison, The**  
1551 Dallas, Pkwy., Addison, TX

Inspection Date: April 30, 2004

May 3, 2004

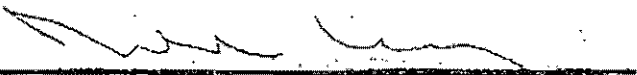
REPAIRS PROPOSAL:					
Clock	Zone	Description	Qty	Unit Price	Extended Total
B	6	Repairs to Lateral Line Damaged During Construction @ NW Corner of Property.	1	\$ 255.00	\$ 255.00

The estimated price for the above-referenced repairs (pre-tax) is: \$ 255.00  
Tax: 21.04

The estimated price for the above-referenced repairs (including tax) is: \$ 276.04

\*\* Payment Terms: Net Due 30 Days from Invoice Date

Your signature below authorizes the above-referenced repairs:

Approved By:   
(Customer Authorized Signature)

**COPY**





Cottonwood Management Services  
The Madison Building  
15851 Dallas Parkway  
Suite 725  
Addison, Texas 75001  
972-450-5899 Fax 972-450-5875

# Fax Cover Sheet

Telecopy Fax Number:

**Please deliver the following material as soon as possible.**

**Confidentiality**

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us via U.S. Postal service or destroy completely. Thank you.

Date: 6/30/2004

To: Steve Chutchin

Telecopier Telephone No.: 972/450-2837

From: Nicole Rustin, Assistant Property Manager

Telephone No.: 972-450-5899

No. of pages (including cover): 4

**PLEASE NOTIFY US IMMEDIATELY IF NOT RECEIVED PROPERLY.**

Machine Type:

Comments:

**SECOND REQUEST -**

*Please see attached.*

**Thanks, Nicole Rustin**



**COTTONWOOD**  
*Management Services*

DALLAS  
LOS ANGELES  
SALT LAKE CITY  
SAN FRANCISCO  
WASHINGTON D.C.

Via Facsimile 972/450-2837

June 30, 2004

Mr. Steve Chutchin, Lead Supervisor  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001

RE: 15851 Dallas Parkway, The Madison

Dear Mr. Chutchin:

Pursuant to our last conversation on June 22, 2004, you were going to put in a call to Site Concrete regarding the outstanding invoice from VMC Landscape for \$276.03 (see enclosed). This work was done at our property due to the construction of a sidewalk being put in.

Our firm has put in several calls to you and your assistant since June 2, 2004. As of today, we have not received an expense payment for \$276.03.

I would appreciate if you would like into this matter at your earliest convenience. If you have any questions, please call 972/450-5899.

Sincerely,  
Cottonwood Management Services

  
Nicole Rustin

**REAL ESTATE MANAGEMENT, INVESTMENT & DEVELOPMENT**

15851 DALLAS PARKWAY SUITE 520 ADDISON, TX 75001  
TEL: 972 450 5899 FAX: 972 450 5875

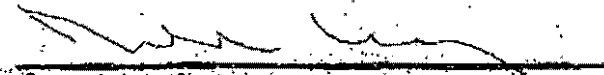




**PROPOSAL FOR IRRIGATION REPAIRS AT**  
**Madison, Tg**  
 1841 Dallas Hwy., Addison, TX

Inspection Date: April 30, 2004

May 3, 2004

REPAIRS PROPOSAL					
Clock	Zone	Description	Qty	Unit Price	Extended Total
8	5	Repairs to Lateral Line Damaged During Construction @ NW Corner of Property.	1	\$ 255.00	\$ 255.00
The estimated price for the above-referenced repairs (pre-tax) is:					\$ 255.00
Tax:					21.04
The estimated price for the above-referenced repairs (including tax) is:					\$ 276.04
** Payment Terms: Net Due 10 Days from Invoice Date					
Your signature below authorizes the above-referenced repairs.					
Approved By:  (Customer Authorized Signature)					

**COPY**



Cottonwood Management Services  
The Madison Building  
15851 Dallas Parkway  
Suite 725  
Addison, Texas 75001  
972-450-5899 Fax 972-450-5875

# Fax Cover Sheet

Teletcopy Fax Number:

**Please deliver the following material as soon as possible.**

**Confidentiality**

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us via U.S. Postal service or destroy completely. Thank you.

Date: 6/30/2004

To: Steve Chutchin

Teletcopier Telephone No.: 972/450-2837

From: Nicole Rustin, Assistant Property Manager

Telephone No.: 972-450-5899

No. of pages (including cover): 4

**PLEASE NOTIFY US IMMEDIATELY IF NOT RECEIVED PROPERLY.**

Machine Type:

Comments:

**SECOND REQUEST -**

*Please see attached.*

**Thanks, Nicole Rustin**



**COTTONWOOD**  
*Management Services*

DALLAS  
LOS ANGELES  
SALT LAKE CITY  
SAN FRANCISCO  
WASHINGTON D.C.

Via Facsimile 972/450-2837

June 30, 2004

Mr. Steve Chutchin, Lead Supervisor  
Town of Addison  
P.O. Box 9010  
Addison, Texas 75001

RE: 15851 Dallas Parkway, The Madison

Dear Mr. Chutchin:

Pursuant to our last conversation on June 22, 2004, you were going to put in a call to Site Concrete regarding the outstanding invoice from VMC Landscape for \$276.03 (see enclosed). This work was done at our property due to the construction of a sidewalk being put in.

Our firm has put in several calls to you and your assistant since June 2, 2004. As of today, we have not received an expense payment for \$276.03.

I would appreciate if you would like into this matter at your earliest convenience. If you have any questions, please call 972/450-5899.

Sincerely,  
Cottonwood Management Services

  
Nicole Rustin

REAL ESTATE MANAGEMENT, INVESTMENT & DEVELOPMENT

15851 DALLAS PARKWAY SUITE 520 ADDISON, TX 75001

TEL: 972 450 5899, FAX: 972 450 5875






PROPOSAL FOR IRRIGATION REPAIRS AT

Madison, The  
1241 Dallas Pkwy, Addison, TX

Inspection Date: April 30, 2004

May 3, 2004

REPAIRS PROPOSAL					
Clock	Zone	Description	Qty	Unit Price	Extended Total
0	6	Repair to Lateral Line Damaged During Construction @ NW Corner of Property	1	\$ 255.00	\$ 255.00
The estimated price for the above-referenced repairs (pre-tax) is:				\$	255.00
Tax:					21.04
The estimated price for the above-referenced repairs (including tax) is:				\$	276.04
** Payment Terms: Net Due 30 Days from Invoice Date					
Your signature below authorizes the above-referenced repairs:					
Approved By: 					
(Customer Authorized Signature)					

COPY





3340 Roy Orr Blvd. • Grand Prairie, TX 75050-4207

972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

July 6, 2004

Steve Chutchian, P.E.  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Site Concrete would like to have our project time extended for the following reasons:

1. The original contract quantities were not correct for the sidewalk and pavers on the North segment. The original quantity was adjusted from 9,574 sf to 25,233 sf when bids were tabulated. 15 days
2. We have had various delays on the South segment. Those delays have been from MCI, Utility Quest, Oncor and Huitt-Zollars. We have been delayed for; line locates, fiber optic relocate, overhead lines, design changes and fire lane issues. 15 days
3. The delays on the South segment have caused delays on the North segment as well. We had to have the storm sewer complete on the South segment so we could start bringing in the excavation from the North segment. 15 days
4. Additional work on the Fire lane at the Millennium Building. 20 days
5. Delays associated with the Vehicle and Pedestrian lights have caused significant delays for about 30 days. 30 days
6. Explorer Pipeline has stopped our progress on the North side of the Railroad track for 30 days, so far. 30 days

Site Concrete, Inc., has tried to work around these issues. Site Concrete, Inc. has also had unreasonable expenses associated with the re-mobilization of utility crews, haul trucks, and paving crews. Do to the unforeseen elements associated with the project, we have no choice but to ask for more time. Site Concrete, Inc. would like to be granted an extension of 60 days to our original contract. We feel under these circumstances we are being fair for only asking for 60 days and actual delays were longer.

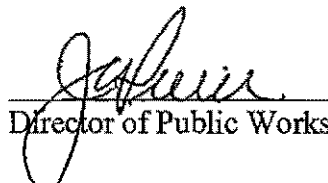
Should you have any question please feel free to call me at 214-226-1822.

Sincerely,



Bryan Piper  
Estimator/Project Manager

Accepted by:

 Date 7-7-04  
Director of Public Works

Enclosures

Copy: Luke Jalbert, Town of Addison  
Bob Kosmicki, Site Concrete, Inc.

## M E M O R A N D U M

---

**TO:** Steve Chutchian  
**FROM:** John Hill  
**RE:** DART License Agreement  
**DATE:** December 18, 2003

---

Steve, I have reviewed the proposed License Agreement between DART and the Town regarding the 12-inch water line to be installed along Spectrum Drive, and the document entitled "Amendment to License No. 970904" and have the following comments:

### License Agreement (Water Line)

#### 1. Section 1, Purpose

(a) Add the words "reconstructing", "replacing", and "removing" in the list of purposes (see Section 5.01, which includes "reconstruction", "replacement", and "removal" regarding the water line), so that it reads as follows:

DART hereby grants a license (the "License") to Licensee for the purposes of constructing, reconstructing, installing, maintaining, replacing, removing, and operating one (1) 12-inch water pipeline (the "Permitted Improvement")...

(b) The "Property" is described as "shown in Exhibit 'A'", but the extent of the Property is not clear to me. For example, is there adequate room within the Property to allow construction and maintenance activities to occur?

(c) Amend the beginning of the second paragraph as follows (to be consistent with the language used in the preceding paragraph):

The Property shall be used by Licensee solely for the purpose of constructing, reconstructing, installing, replacing, removing, operating and maintaining the Permitted Improvement (the "Permitted Use").

(d) Note that the term "Permitted Improvement" is used, but that in other places in the Agreement (e.g., Section 13), the term used is "Permitted Improvements". The same term should be used throughout.

#### 2. Section 4, Non Exclusive License

This Section provides in part that the license is subject to existing facilities located within the Property and to any existing lease, license or other interest in the Property granted by DART. However, the Agreement does not address future users of the Property who install equipment or property within the Property. Therefore, amend the first paragraph and add a new paragraph as follows:

This license is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by

DART, or by any railroad, utility, or communication company, public or private and installed pursuant to an agreement with DART; (b) to all vested property rights presently owned by any railroad, utility, or communication company, located within the boundaries of the Property; and (c) to the actual and current use of the Property by any individual, corporation, or other entity pursuant to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

In the granting or conveyance of any license, lease, or other interest in or to the Property after the beginning date of the Term, or in any modification of or amendment to a license, lease, or other interest in the Property existing on the beginning date of the Term which expands or increases any right in or to, or use of, the Property, DART agrees that it shall include a provision comparable to the foregoing paragraph in any such grant, conveyance, modification, or amendment.

Notwithstanding any other provision of this Agreement, DART will use commercially reasonable efforts to ensure that any equipment, facilities, or property ("Other Equipment") installed or used in, on, under, or upon the Property after the beginning of the Term (as described in Section 2) by any person or entity will be installed and/or used in a manner that will not interfere with the Permitted Use. Prior to permitting the installation of Other Equipment in, on, under, or upon the Property following the beginning of the Term, which DART has reason to believe may interfere with the Permitted Use, DART shall direct such subsequent user to submit plans and specifications for its equipment to Licensee. Licensee agrees to promptly review any plans submitted and to use commercially reasonable efforts to resolve any potential interference issues to the mutual satisfaction of both itself and the subsequent user. In the event that despite commercially reasonable efforts to resolve any potential interference issues to the mutual satisfaction of Licensee and the subsequent user such issues remain unresolved, DART agrees that such subsequent user or such Other Equipment shall be relocated so that the subsequent user does not interfere with the Permitted Use.

3. Section 5. Design, Construction, Operation and Maintenance

(a) Section 5.02 - Amend the second sentence as follows and add a fourth sentence as follows:

*Change to second sentence:* Such approval shall not be unreasonably withheld or delayed.

*New fourth sentence:* DART shall keep all construction plans confidential and shall not release such plans to any third person or entity.

(b) Section 5.03 - Amend as follows:

By acceptance of this License, Licensee agrees to design and construct the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's failure to use reasonable care in its use of the Property under this Agreement.

The change regarding "reasonable care" is consistent with the standard of reasonable care set forth in Section 8.

4. Section 7, DART's Standard Contract and Insurance. Please note that the last sentence provides that a "company issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property."

5. Section 9.04. Amend as follows:

Licensee shall indemnify and hold DART harmless against all cost of environmental clean up to the Property resulting from Licensee's negligent use of the Property under this Agreement.

6. Section 11, Maintenance of Completed Improvements. Amend the second sentence as follows:

The Permitted Improvement shall be maintained by the Licensee ~~in such a manner as to keep the Property in a commercially reasonable good and safe condition and~~ repair with respect to Licensee's use. In the event the Licensee fails to maintain the Permitted Improvement ~~Property as required and such failure causes damage to the Property,~~ upon discovery, DART shall notify Licensee of such occurrence in writing.

7. Section 12, Future Use by DART.

(a) Section 12.01 - Amend as follows:

This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever which DART is authorized by law to perform.

(b) Note that Section 12.02 provides that the Town will have to relocate the water line at the Town's cost if DART determines that relocation is necessary or convenient for DART's use of the Property. The provision also states that it applies to "DART's assigns". Who are those? Would an assign include a telecommunications company who receives a license from DART to install telecommunications equipment? It would be helpful to clarify who "DART assigns" may be.

Note also that relocation must occur within 30 days, unless extended by mutual agreement of the parties. Consider revising the provision to a longer time (e.g. 90 days).

8. Section 13, Relocation Benefits. What is the purpose of this Section? I don't understand why the provision needs to state what seems to be the obvious, that the "construction of the Permitted Improvements...shall be subsequent to the acquisition of the Property by DART...".

9. Section 15, Compliance With Laws and Regulations. Amend as follows:

Licensee agrees, with respect to Licensee's use of the Property for the Permitted Use, to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by Railroad regulations, policies, and operating procedures established by the Railroad...

10. Section 16, Indemnification.

(a) Section 16.02. Amend as follows:

Licensee shall at all times protect, indemnify and **it is the express intention of the parties hereto that Licensee hold DART and the Railroad harmless** against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about said Property to the extent resulting from the negligent use of the Property by Licensee, its officers, employees, agents, customers and invitees;

(b) Add a new Section 16.04 to read as follows:

16.04. Any obligation of Licensee hereunder to pay for damages, or to defend, indemnify, or hold harmless, is limited by and subject to any immunity (whether under the Texas Tort Claims Act or otherwise) of or available to Licensee, and is provided by Licensee without waiving any of its rights under any immunity laws.

11. Section 17, Termination of License. Amend Section 17.01 as follows:

At such time as this license may be terminated or canceled for any reason whatever, Licensee, upon request by DART, shall remove the Permitted Improvementall improvements and appurtenances owned by it, situated in, under or attached to the Property and shall, in connection with such removal, restore the Property to athe condition satisfactory to DART, reasonable wear and tear excepted, at Licensee's sole expense.

12. Section 18, Assignment. Amend as follows:

Except to an entity that is the parent, subsidiary, or affiliate of Licensee, to whom Licensee may assign or transfer its rights under this Agreement without DART's consent, Licensee shall not assign...

13. Section 19, Methods of Termination. Section 19.02 allows the license to be terminated by either party upon 30 days written notice being given. I would suggest that this right to terminate be deleted, and that the right to terminate be limited to the agreement of the parties (19.01) or the failure of a party to perform (19.03). Amend Section 19.03 as follows:

By either party, upon failure of the other party to perform its obligations as set forth in this Agreement, and (i) such failure remains uncured for a period of 60 days after notice thereof (which notice shall specifically identify the failure) is received by the failing party, or (ii) if the failure cannot with diligence be cured within the said 60 day period, if within such 60 day period the failing party provides the non-failing party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity.

14. Section 20, Miscellaneous.

(a) Section 20.01. Next to the P.O. Box address for the Town, add an address to which notices may be hand-delivered.

(b) Section 20.03. Add at the end:

Venue for any action under this Agreement shall lie in Dallas County, Texas.

15. Add the following:

DART represents that the Property (including all improvements thereon) are in substantial compliance with building, life/safety, disability and other applicable laws, codes, regulations and ordinances of applicable governmental authorities. DART represents that it has no knowledge of any substance, chemical or waste on, in, or under the Property (or in the improvements thereon) that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, regulation or ordinance.

DART represents that it is the sole owner of the Property, and that not other person or entity is necessary to execute this Agreement and to grant the rights set forth herein to Licensee.

Mr. Steve Chutchian  
December 18, 2003  
Page 6

Amendment to License No. 970904

This document states that there is an existing License Agreement between the Town and DART dated December 4, 1997 regarding "the proposed Spectrum Drive, a forty-eight foot public road crossing in Addison, Texas." The Amendment provides for the "Permitted Improvements" as defined in the License Agreement to be modified to "include a retaining wall encroachment as shown highlighted on Exhibit A". All other provisions of the License Agreement are to remain in effect. Are you aware of this License Agreement?

Please let me know if you have any questions or comments or would like to discuss any of the above.

cc: Ken Dippel





972-313-0733 • Fax 972-513-0825  
Estimating Fax 972-513-0661

December 24, 2003

Steve Chutchian, P.E.  
Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

**RE: Spectrum Dr. North/ South Extension  
Bid # 04-03**

Dear Mr. Chutchian:

Site Concrete would like to have the start date for the above referenced project moved from January 5<sup>th</sup>, 2004 to January 12<sup>th</sup>, 2004 for the following reasons:

- \*As of December 23<sup>rd</sup>, 2003 we have not received Stamped Approved construction plans.
- \*As of December 23<sup>rd</sup>, 2003 we have not received a digital copy of plans on a disk for our Survey department.
- \*As of December 23<sup>rd</sup>, 2003 we have not received our signed contracts.

We had our pre-construction meeting on December 16<sup>th</sup> and the above items were mentioned. It is important that our Survey department has four (4) or five (5) days to properly prepare for staking on this project. Should we receive these items on Monday the 29<sup>th</sup>, it will be difficult due to the holiday-shortened week, to make these arrangements.

Additionally, we understand this is the holiday season and key people on this project are not present. With this in mind, we would like your support in moving our start time to allow The Town of Addison, Huitt-Zollars, Inc and Site Concrete, Inc. to be better prepared prior to starting this project.

Should you have any question please feel free to call me at 972-313-0733.

Sincerely,



Bryan Piper  
Estimator/Project Manager

Enclosures

Copy: Luke Jalbert  
Dave Wilde  
David Meyers, Huitt-Zollars, Inc





# TEXAS DEPARTMENT OF LICENSING AND REGULATION

Compliance Division/ARCHITECTURAL BARRIERS

P.O. Box 12157 Austin, Texas 78711 (512)463-3211 (877)278-0999 FAX (512)475-2886

Email Address: [architectural.barriers@license.state.tx.us](mailto:architectural.barriers@license.state.tx.us) Internet Address: [www.license.state.tx.us](http://www.license.state.tx.us)

DAVID E. MEYERS  
INC. HUITT-ZOLLERS  
P.O. BOX 9010  
ADDISON, TX 75001

DEC-17-2003

Re: SPECTRUM DRIVE EXTENSION  
ARAPAHO RD & AIRPORT PKWY  
ADDISON, TX 75001

EABPRJA4000230

PLAN REVIEW COMPLETE - DISAPPROVED

Dear MR. MEYERS

Enclosed are the results of the plan review(s) completed on the referenced facility. Identified on the report are areas of nonconformance with accessibility standards adopted by the Texas Department of Licensing and Regulation for purposes of ensuring compliance with Article 9102, Texas Civil Statutes.

Although deficiencies have been noted, the referenced project may be eligible for inspection approval if constructed in accordance with the Texas Accessibility Standards. Items which are the responsibility of the owner should be referred to the appropriate person for action.

The building or facility owner must request an inspection from the Department (or a Department authorized provider of inspection services) no later than thirty (30) days after the completion of construction. If the completion date provided on the Project Registration Form is no longer correct, notify this office (in writing) of the revised completion date, as soon as possible.

This determination does not address applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirement. For information on the ADA, call the ADA Hotline, (800)949-4232 or the United States Department of Justice at (202)514-0301.

Please reference the Department assigned project number in all future correspondence pertaining to this project. Questions concerning this matter should be directed to ENES CONSTANCIO at (512)463-3211.

ENCLOSURES

:EHC

TEXAS DEPARTMENT OF LICENSING AND REGULATION

PLANS AND SPECIFICATIONS REVIEW WORKSHEET  
Article 9102, T.C.S.

PROJECT NO.: EABPRJA4000230  
REVIEW : EAB2004059726R  
PAGE: 1

PROJECT: SPECTRUM DRIVE EXTENSION  
FACILITY: SPECTRUM DRIVE EXTENSION  
OWNER: TOKIN OF ADDISON  
ARCHITECT: HUITT-ZOLLARS INC  
REVIEWER: CONSTANCIO, ENES

DATE: 12/15/03

4 ACCESSIBLE ELEMENTS AND SPACES: TECHNICAL REQUIREMENTS

\*\* APPLICATION: 4.1.2 ACCESSIBLE BUILDINGS: NEW SITE ELEMENTS

\*\* PROJECT DESCRIPTION: THE SCOPE OF THIS PROJECT CONSISTS OF NEW PAVING, UTILITIES, DRAINAGE, SIDEWALK, AND STREETSCAPE IMPROVEMENTS.

\*\* NOTE: ITEMS NOTED AS "UNACCEPTABLE", WHICH ARE BEYOND THE SCOPE OF WORK FOR THE ARCHITECT/DESIGNER/BUILDER, SHOULD BE FORWARDED TO THE OWNER FOR ACTION.

ACCEPTABLE

4.3 ACCESSIBLE ROUTE

4.3.1 General

All walks, halls, corridors, aisles, skywalks, tunnels, general circulation routes, and other spaces that are part of an accessible route shall comply with 4.3.

\*\* NOTE: SHEETS 3-8, 12, AND 56 APPEAR TO SHOW THE ACCESSIBLE ROUTE TO BE ACCEPTABLE, EXCEPT FROM ACCESSIBLE PARKING LOCATIONS.

\*\* NOTE: COMPLIANCE REQUIRED WITH SECTIONS BELOW.

(5) Vehicle Hazards

Accessible routes shall be located so that users are not required to wheel or walk behind parked vehicles (except the one they operate or in which they are a passenger) or in traffic lanes.

\*\* NOTE: UNABLE TO CONFIRM. COMPLIANCE REQUIRED WITH THIS SECTION.

4.4 PROTRUDING OBJECTS

ACCEPTABLE

4.5 GROUND AND FLOOR SURFACES

PROJECT: SPECTRUM DRIVE EXTENSION  
FACILITY: SPECTRUM DRIVE EXTENSION  
REVIEWER: CONSTANCIO, ENES

DATE: 12/15/03

#### 4.5.1 General

Ground and floor surfaces along accessible routes and in accessible rooms and spaces including floors, walks, ramps, stairs, and curb ramps, shall be stable, firm, slip-resistant, and shall comply with 4.5. Soft or loose materials such as sand, gravel, bark, mulch or wood chips are not suitable. Cobblestone and other irregular surfaces having a texture that constitutes an obstacle or hazard, such as improperly laid flagstone, shall not be a part of accessible routes, spaces and elements.

\*\* NOTE: SHEETS 3 AND 12 APPEAR TO STATE COMPLIANCE. O.K.

UNACCEPTABLE

#### 4.6 PARKING AND PASSENGER LOADING ZONES

##### 4.6.1 Minimum Number

Parking spaces required to be accessible by 4.1 shall comply with 4.6.2 through 4.6.5. Passenger loading zones required to be accessible by 4.1 shall comply with 4.6.5 and 4.6.6.

\*\* NOTE: SHEETS 4-8 APPEAR TO SHOW NEW PARKING TO BE PROVIDED, ALTHOUGH UNABLE TO CONFIRM ACCESSIBLE SPACES.

\*\* NOTE: PER SECTION 4.1.2(5) (a), IF PARKING SPACES ARE PROVIDED FOR SELF-PARKING BY EMPLOYEES OR VISITORS, OR BOTH, THEN ACCESSIBLE SPACES COMPLYING WITH 4.6 SHALL BE PROVIDED IN EACH SUCH PARKING AREA IN CONFORMANCE WITH TABLE 2.

\*\* NOTE: COMPLIANCE REQUIRED WITH THIS SECTION.

ACCEPTABLE

#### 4.7 CURB RAMPS

##### 4.7.1 Locations

Curb ramps complying with 4.7 shall be provided wherever an accessible route crosses a curb.

\*\* NOTE: SHEETS 3-8 APPEAR TO SHOW THE CURB RAMPS TO COMPLY AS SPECIFIED. O.K.

#### 4.8 RAMPS

#### 4.9 STAIRS

#### 4.10 ELEVATORS

#### 4.11 PLATFORM LIFTS (Wheelchair Lifts)

PROJECT: SPECTRUM DRIVE EXTENSION  
FACILITY: SPECTRUM DRIVE EXTENSION  
REVIEWER: CONSTANCIO, ENES

DATE: 12/15/03

- 4.12 WINDOWS
- 4.13 DOORS
- 4.14 ENTRANCES
- 4.15 DRINKING FOUNTAINS AND WATER COOLERS
- 4.16 WATER CLOSETS
- 4.17 TOILET STALLS
- 4.18 URINALS
- 4.19 LAVATORIES AND MIRRORS
- 4.20 BATHTUBS
- 4.21 SHOWER STALLS
- 4.22 TOILET ROOMS
- 4.23 BATHROOMS, BATHING FACILITIES, AND SHOWER ROOMS
- 4.24 SINKS
- 4.25 STORAGE
- 4.26 HANDRAILS, GRAB BARS, AND TUB AND SHOWER SEATS
- 4.27 CONTROLS AND OPERATING MECHANISMS
  - 4.27.1 General
    - (1) Controls and operating mechanisms required to be accessible by 4.1 shall comply with 4.27.
  - \*\* NOTE: SHEET 63 APPEARS TO SHOW THE PEDESTRIAN PUSHBUTTONS TO COMPLY AS SHOWN. O.K.
- 4.28 ALARMS
- 4.29 DETECTABLE WARNINGS
- 4.30 SIGNAGE
- 4.31 TELEPHONES
- 4.32 FIXED OR BUILT-IN SEATING AND TABLES

ACCEPTABLE

PROJECT: SPECTRUM DRIVE EXTENSION  
FACILITY: SPECTRUM DRIVE EXTENSION  
REVIEWER: CONSTANCIO, ENES

DATE: 12/15/03

- 4.33 ASSEMBLY AREAS
- 4.34 AUTOMATED TELLER MACHINES
- 4.35 DRESSING AND FITTING ROOMS
- 5 RESTAURANTS, CAFETERIAS, SNACK BARS, AND VENDING AREAS
  - 5.1 GENERAL
  - 5.2 COUNTERS AND BARS
  - 5.3 ACCESS AISLES
  - 5.4 DINING AREAS
  - 5.5 FOOD SERVICE LINES
  - 5.6 TABLEWARE AND CONDIMENT AREAS
  - 5.7 RAISED PLATFORMS
  - 5.8 VENDING MACHINES AND OTHER EQUIPMENT
  - 5.9 QUIET AREAS (Reserved)
- 6 MEDICAL CARE FACILITIES
  - 6.1 GENERAL
  - 6.2 ENTRANCES
  - 6.3 PATIENT BEDROOMS
  - 6.4 PATIENT TOILET ROOMS
  - 6.5 SIZE OF AREAS OF RESCUE ASSISTANCE
  - 6.6 INFORMATION COUNTERS AND NURSES STATIONS
- 7 BUSINESS AND MERCANTILE
  - 7.1 GENERAL
  - 7.2 SALES AND SERVICE COUNTERS, TELLER WINDOWS, INFORMATION COUNTERS
  - 7.3 CHECK-OUT AISLES
  - 7.4 SECURITY BOLLARDS AND TURNSTILES

PROJECT: SPECTRUM DRIVE EXTENSION  
FACILITY: SPECTRUM DRIVE EXTENSION  
REVIEWER: CONSTANCIO, ENES

DATE: 12/15/03

8 LIBRARIES

8.1 GENERAL

8.2 READING AND STUDY AREAS

8.3 CHECK-OUT AREAS

8.4 CARD CATALOGS AND MAGAZINE DISPLAYS

8.5 STACKS

9 ACCESSIBLE TRANSIENT LODGING

9.1 HOTELS, MOTELS, INNS, BOARDING HOUSES, DORMITORIES, RESORTS, ETC

9.2 REQUIREMENTS FOR ACCESSIBLE UNITS, SLEEPING ROOMS AND SUITES

9.3 VISUAL ALARMS, NOTIFICATION DEVICES AND TELEPHONES

9.4 OTHER SLEEPING ROOMS AND SUITES

9.5 SHELTERS, HALFWAY HOUSES, GROUP HOMES, OTHER ESTABLISHMENTS.

10 TRANSPORTATION FACILITIES

10.1 GENERAL

10.2 BUS STOPS AND TERMINALS

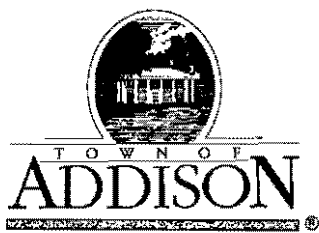
10.3 FIXED FACILITIES AND STATIONS

10.4 AIRPORTS

10.5 BOAT AND FERRY DOCKS (Reserved)



TO BE DISTRIBUTED  
ON  
MONDAY!



**OFFICE OF THE CITY MANAGER**

(972) 450-7000 • FAX (972) 450-7043

Post Office Box 9010 Addison, Texas 75001-9010

5300 Belt Line Road

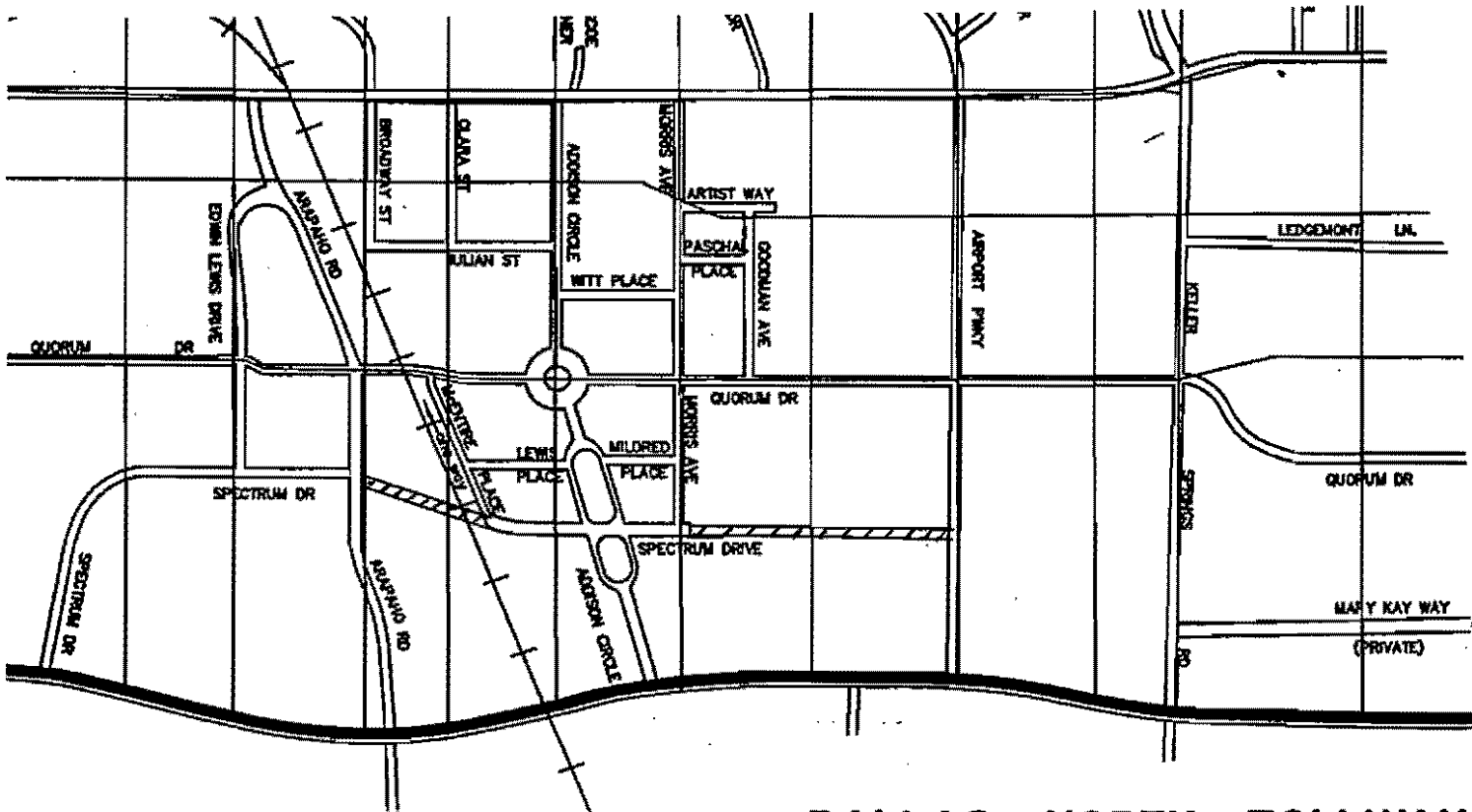
**Addison Circle Residents:**

Starting January 5, 2004 the Town of Addison will begin Construction on the North and South Extensions of Spectrum Drive. This project is scheduled to last approximately seven months, and once completed the total roadway will intersect Airport Parkway to the North and Arapaho Road to the South. The Contractor for this project is Site Concrete Inc. Funding for the Spectrum Drive Extension was approved in the FY 2000 Bond Election.

As always the Town of Addison appreciates your understanding and patience during the construction of this Roadway. Should you have any questions or concerns please feel free to contact the Town of Addison Public Works Department at 972-450-2871.

Sincerely,

Michael E. Murphy, PE  
Town of Addison/Director of Public Works



**DALLAS NORTH TOLLWAY**

**MEMORANDUM**

---

**TO:** Steve Chutchian  
**FROM:** John Hill  
**RE:** DART License Agreement  
**DATE:** December 18, 2003

---

**DRAFT**

Steve, I have reviewed the proposed License Agreement between DART and the Town regarding the 12-inch water line to be installed along Spectrum Drive, and the document entitled "Amendment to License No. 970904" and have the following comments:

License Agreement (Water Line)

1. Section 1, Purpose

(a) Add the words "reconstructing", "replacing", and removing" in the list of purposes (see Section 5.01, which includes "reconstruction", "replacement", and "removal" regarding the water line), so that it reads as follows:

DART hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining, and operating one (1) 12-inch water pipeline (the "Permitted Improvement")...

(b) The "Property" is described as "shown in Exhibit 'A'", but the extent of the Property is not clear to me. For example, is there adequate room within the Property to allow construction and maintenance activities to occur?

(c) Amend the beginning of the second paragraph as follows (to be consistent with the language used in the preceding paragraph):

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use").

(d) Note that the term "Permitted Improvement" is used, but that in other places in the Agreement (e.g., Section 13), the term used is "Permitted Improvements". The same term should be used throughout.

2. Section 4, Non Exclusive License

This Section provides in part that the license is subject to existing facilities located within the Property and to any existing lease, license or other interest in the Property granted by DART. However, the Agreement does not address future users of the Property who install equipment or property within the Property. Therefore, amend the first paragraph and add a new paragraph as follows:

This license is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by

DART, any railroad, utility, or communication company, public or private  
; (b) to all vested property  
rights presently owned by any railroad, utility, or communication company,  
located within the boundaries of the Property; and (c) to  
any  
existing lease, license or other interest in the Property granted by DART to any  
individual, corporation or other entity, public or private.

3. Section 5, Design, Construction, Operation and Maintenance

(a) Section 5.02 - Amend the second sentence as follows and add a fourth sentence as follows:

*Change to second sentence:* Such approval shall not be unreasonably withheld

*New fourth sentence:*

(b) Section 5.03 - Amend as follows:

By acceptance of this License, Licensee agrees to design and construct the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property under this Agreement.

The change regarding "reasonable care" is consistent with the standard of reasonable care set forth in Section 8.

4. Section 7, DART's Standard Contract and Insurance. Please note that the last sentence provides that a "company issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property."

5. Section 9.04. Amend as follows:

Licensee shall indemnify and hold DART harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this Agreement.

6. Section 11, Maintenance of Completed Improvements. Amend the second sentence as follows:

The Permitted Improvement shall be maintained by the Licensee in a condition with respect to Licensee's use. In the event the Licensee fails to maintain the as required, upon discovery, DART shall notify Licensee of such occurrence in writing.

7. Section 12, Future Use by DART.

(a) Section 12.01 - Amend as follows:

This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever

(b) Note that Section 12.02 provides that the Town will have to relocate the water line at the Town's cost if DART determines that relocation is necessary or convenient for DART's use of the Property. The provision also states that it applies to "DART's assigns". Who are those? Would an assign include a telecommunications company who receives a license from DART to install telecommunications equipment? It would be helpful to clarify who "DART assigns" may be.

Note also that relocation must occur within 30 days, unless extended by mutual agreement of the parties. Consider revising the provision to a longer time (e.g. 90 days).

8. Section 13, Relocation Benefits. What is the purpose of this Section? I don't understand why the provision needs to state what seems to be the obvious, that the "construction of the Permitted Improvements...shall be subsequent to the acquisition of the Property by DART...".

9. Section 15, Compliance With Laws and Regulations. Amend as follows:

Licensee agrees

to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by Railroad regulations, policies, and operating procedures established by the Railroad...

10. Section 16, Indemnification.

(a) Section 16.02. Amend as follows:

Licensee shall at all times protect, indemnify and **it is the express intention of the parties hereto that Licensee** hold DART and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about said Property resulting from use of the Property by Licensee, its officers, employees, agents, customers and invitees;

(b) Add a new Section 16.04 to read as follows:

16.04. Any obligation of Licensee hereunder to pay for damages, or to defend, indemnify, or hold harmless, is limited by and subject to any immunity (whether under the Texas Tort Claims Act or otherwise) of or available to Licensee, and is provided by Licensee without waiving any of its rights under any immunity laws.

11. Section 17, Termination of License. Amend Section 17.01 as follows:

At such time as this license may be terminated or canceled for any reason whatever, Licensee, upon request by DART, shall remove

and shall restore the  
Property to condition satisfactory to DART,  
at Licensee's sole expense.

12. Section 18, Assignment. Amend as follows:

Except to an entity that is the parent subsidiary or affiliate of Licensee, to whom Licensee may assign or transfer its rights under this Agreement  
, Licensee shall not assign...

13. Section 19, Methods of Termination. Section 19.02 allows the license to be terminated by either party upon 30 days written notice being given. I would suggest that this right to terminate be deleted, and that the right to terminate be limited to the agreement of the parties (19.01) or the failure of a party to perform (19.03). Amend Section 19.03 as follows:

By either party, upon failure of the other party to perform its obligations as set forth in this Agreement

14. Section 20, Miscellaneous.

(a) Section 20.01. Next to the P.O. Box address for the Town, add an address to which notices may be hand-delivered.

(b) Section 20.03. Add at the end:

Venue for any action under this Agreement shall lie in Dallas County, Texas.

15. Add the following:

DART represents that the Property (including all improvements thereon) are in substantial compliance with building, life/safety, disability and other applicable laws, codes, regulations and ordinances of applicable governmental authorities. DART represents that it has no knowledge of any substance, chemical or waste on, in, or under the Property (or in the improvements thereon) that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, regulation or ordinance.

DART represents that it is the sole owner of the Property, and that not other person or entity is necessary to execute this Agreement and to grant the rights set forth herein to Licensee.

Mr. Steve Chutchian  
December 18, 2003  
Page 6

Amendment to License No. 970904

This document states that there is an existing License Agreement between the Town and DART dated December 4, 1997 regarding "the proposed Spectrum Drive, a forty-eight foot public road crossing in Addison, Texas." The Amendment provides for the "Permitted Improvements" as defined in the License Agreement to be modified to "include a retaining wall encroachment as shown highlighted on Exhibit A". All other provisions of the License Agreement are to remain in effect. Are you aware of this License Agreement?

Please let me know if you have any questions or comments or would like to discuss any of the above.

cc: Ken Dippel

*25th*  
*Anniversary*  
1978-2003

**COWLES & THOMPSON**  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

December 17, 2003

Ms. Dee Ellison  
LandAmerica American Title Company  
6029 Beltline Road @ Preston, Suite 250  
Dallas, TX 75254

**RE: Sale of Property from Utah State Retirement Investment to Town of Addison**

Dear Dee:

Enclosed for your files is the original executed Purchaser's Statement for the above-referenced transaction. You have confirmed that you have received funding for this matter. Please let me know when the transaction is complete.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/Enc.): Mr. Mike Murphy  
(w/Enc.) Mr. Steve Chutchian  
(w/o Enc.) Mr. Kenneth C. Dippel





Addison!

Dave Wilde, Public Works Inspector  
Phone: 972-450-2847  
Fax #: 972-450-2837  
Dept. Secretary: 972-450-2871  
Located at:  
16801 Westgrove Rd.  
Addison, TX 75001  
Mail to:  
PO Box 9010  
Addison, TX 75001

facsimile transmittal

To: Bryan Piper Fax: 972-513-0661  
With: Site Concrete Date: 12/16/03  
Re: MH Cover Spec. Pages: 2  
cc: Lake Talbert, Steve Chutchian

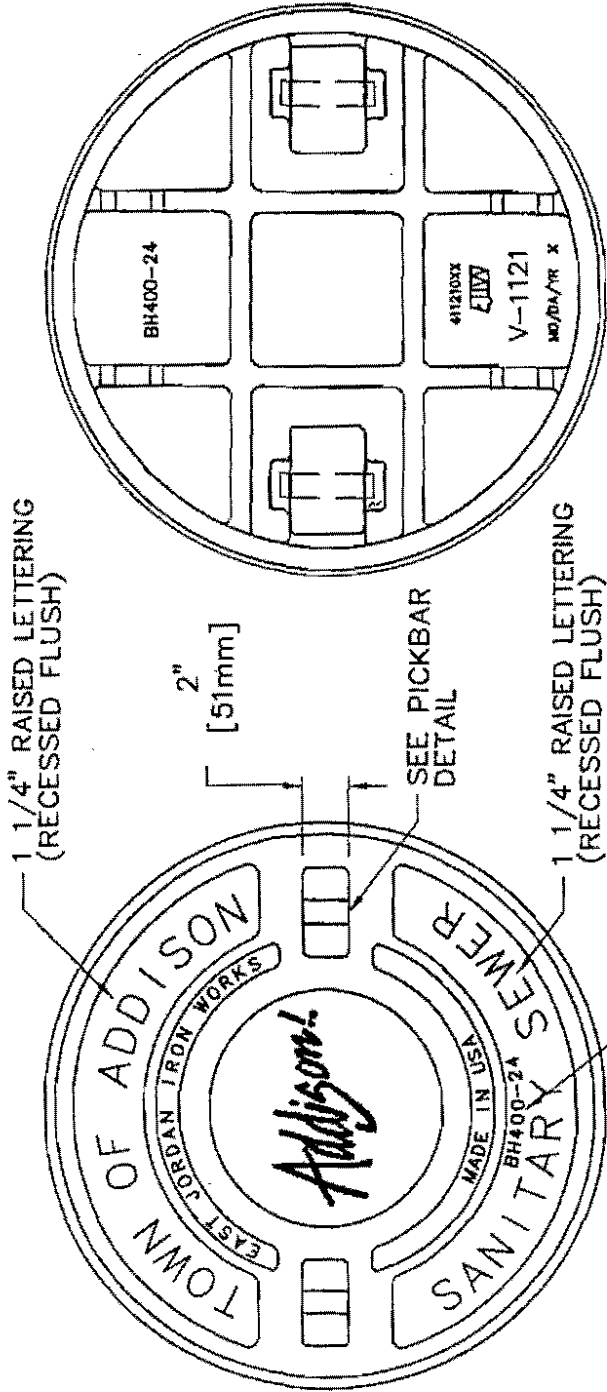
Urgent     For Review     Original in mail     Please Reply     Per Your Request

Please call if there are any problems with this transmission.

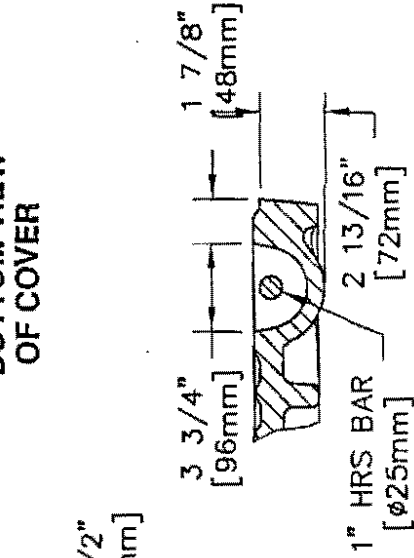
I also reminded Bryan that the plans call for  
C909 PVC pipe (Spectrum Ent. N45)

*add year of Project*

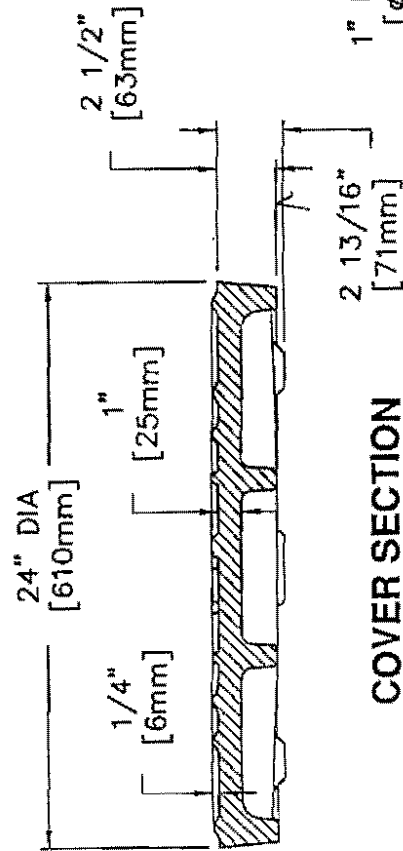
<b>EAST JORDAN IRON WORKS, INC.</b> P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX: 231-536-4458	
DRAWN SMH	DATE 10/27/03
APPROVED	DATE
<b>COVER</b>	
PRODUCT NO. <b>NCR03-2652A</b>	
CATALOG NO. <b>V-1121</b>	
REF. PRODUCT DRAWING 411210XX	
EST. WT. COVER: 165 LBS 75kg	
OPEN AREA N/A	
MAT'L SPEC. COVER - GRAY IRON ASTM A48 CL35B	
LOAD RATING <b>HEAVY DUTY</b>	



**BOTTOM VIEW OF COVER**



**PICKBAR DETAIL**



**COVER SECTION**

✓ MACHINED SURFACE



**ADDISON**

From the desk of:

**Mike Murphy**  
Director - Public Works

P.O. Box 9010

(972) 450-2878

Addison, TX 75001-9010 Fax (972) 450-2837

e-mail: mmurphy@ci.addison.tx.us

Date:

**JC JONES & CARTER, INC.**  
ENGINEERS • PLANNERS • SURVEYORS

EXPLORER ATTORNEY  
FRED LOWE  
918 493 5160

1. ~~FOR~~ TALKED TO OUR ATTORNEY
2. INTERVIEW / NOT APPROVED
3. REVIEWED LAW WITH DART NOTHING
4. WHAT WE NEED ROW PERMIT will hold off for one week / EN WITH TRENCH PVD

Smart Engineering. Smart Solutions.™  
800-899-5337 www.jonescarter.com



P. O. Box 2650  
Tulsa, Oklahoma 74101  
918-493-5172  
Fax 918-493-5148  
[mailto:pawakoby@expl.com](mailto:mailto:pawakoby@expl.com)

**Patrick A. Nwakoby**  
Project Engineer

May 7, 2004

Mr. Luke Jalbert  
Project Manager  
Public Works Department  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas, 75001

**Re: Spectrum Drive; Greenville to Carrollton Jct. 12" Line; Dwg. No. 231-AA-1010; Near MP 37.5, Dallas County, Texas**

Dear Mr. Jalbert:

Please find enclosed Explorer's executed Encroachment Agreement for execution on behalf of the Town of Addison and recording at the Dallas County Court of Records. Also enclosed is Explorer's encroachment specification.

Permission to construct the above referenced road across Explorer's 12-inch high-pressure petroleum products pipeline easement will then be granted upon Explorer receiving one (1) certified file stamped copy of the executed and recorded Encroachment Agreement and the necessary adjustments to the pipeline are completed.

If I can be of further assistance, please call me at 918-493-5172.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick Nwakoby", with a long horizontal flourish extending to the right.

Patrick Nwakoby

PAN  
Enclosures 2

E-mail: J.A. Wenzell  
R.W. Fleming  
L.V. Watkins  
M.L. Tucker/Greenville  
F.C. Low  
2004Coorn.xls

When Recorder Return To:  
Patrick Nwakoby  
EXPLORER Pipeline Company  
P.O. Box 2650  
Tulsa, Oklahoma 74101

## ENCROACHMENT AGREEMENT

STATE OF OKLAHOMA     }  
  }ss  
COUNTY OF TULSA        }

### KNOW ALL PERSONS BY THESE PRESENTS:

**WHEREAS**, Dallas Area Rapid Transport – DART did grant to EXPLORER PIPELINE COMPANY, a Delaware Corporation (herein called "**EXPLORER**"), a license to install a pipeline on it's right of way;

**WHEREAS**, The Town of Addison, Dallas County, Texas (herein called **CITY**) has requested permission to construct a street – Spectrum Drive - across **EXPLORER'S** 12-inch high-pressure petroleum products pipeline easement;

**NOW, THEREFORE**, in consideration of the premises and the supplemental agreements hereinafter made, **EXPLORER** does hereby grant permission to construct Spectrum Drive across **EXPLORER'S** 12-inch high pressure petroleum products pipeline easement only insofar as **EXPLORER** has the right title and interest to grant such permission, subject to the following terms and conditions:

1. **EXPLORER'S** Area office shall receive notice at least 48 hours in advance of any construction contemplated near pipeline in order that a field representative of **EXPLORER** can be present. Please contact **EXPLORER'S** representative at the office indicated below:

**Mr. Mike Tucker**  
**Greenville Area Manager**  
**2856 County Road 2168**  
**Caddo Mills, Texas, 75135**  
**(903) 527-1262**

2. **CITY** hereby agrees to assume the risk of, and shall protect, indemnify, and save harmless **EXPLORER** from and against all liability for or on account of, injury to or death of persons or damage to property, resulting from **CITY'S** operations, except to the degree such injury, death, or damage was caused by the negligence of **EXPLORER**, its agents, servants, or employees.
3. **CITY** shall not permit any machine excavation nor allow heavy equipment to work within 18 feet either side of **EXPLORER'S** 12-inch pipeline without prior approval of **EXPLORER'S** field representative.
4. **CITY** shall include the following warning on all construction prints involving **EXPLORER'S** Pipeline.

**"WARNING"!!! EXPLORER'S 12-Inch High-Pressure Petroleum Products Pipeline. Contact Greenville Area Manager, (903) 527-1262, at least 48 Hours before Any Construction near Pipeline Begins."**

5. In order to verify the integrity of **EXPLORER'S** 12-inch pipeline prior to it becoming inaccessible at the proposed street (Spectrum Drive), **CITY** shall reimburse **EXPLORER** for costs to excavate and inspect its pipeline.
6. **CITY** shall reimburse **EXPLORER** for work involved in items 5 above the amount not to exceed \$20,000.00.
7. This agreement is for Spectrum Drive construction only. All other future road construction across **EXPLORER'S** pipeline shall require a separate agreement.
8. Any protective slabs, pavements, sidewalks, landscaping, etc. located within Explorer Pipelines easement that have to be removed for access to pipeline for emergency or maintenance purposes, will be removed and replaced at **CITY'S** expense.
9. **CITY** will be responsible for any future erosion repairs due to its activities or lack of proper erosion control measures, which result in **EXPLORER** having to lower its pipeline or take corrective measures to prevent its pipeline from becoming exposed.
10. **CITY** shall comply with all applicable requirements listed in form **EPL-331** "Explorer Pipeline Company Encroachment Specifications", attached as Exhibit "A".
11. No above ground structures, including power pedestals, transformers, light poles, fire hydrants, valves, storm water catch basins, manholes, driveways, parking lots, storage sheds, swimming pools (above or below ground), fences, decking, or patios are to be located within **EXPLORER'S** pipeline easement.
12. The planting of trees or any other shrubbery within **EXPLORER'S** easement is strictly prohibited unless specifically stated in the right-of-way agreement/easement.
13. **CITY** shall not commence any work, associated with this project within **EXPLORER'S** easement until notified that **EXPLORER** has received a copy of this document certified by the County Recorder as having been duly filed for record in the County Records Office. Said copy shall be clearly marked with the record book and page number, and the date and time it was recorded.
14. **CITY** agrees that in accordance with the original easement Granted that Explorer has the right to install and maintain pipeline markers along the pipeline route as it deems necessary to define the pipeline location. **CITY** also agrees that by penalty of Federal law subsequent removal or destruction of said markers without expressed written approval of Explorer is prohibited.
15. This Agreement will not become valid until it is fully executed by both parties and has been recorded by the **CITY** with attachments in the respective County records where the encroachment is to occur.

The terms, conditions, and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals this 7<sup>th</sup> day of MAY, 2004.

EXPLORER PIPELINE COMPANY

By: Patrick A. Nwakoby  
Patrick A. Nwakoby

Project Engineer/R.O.W.

TOWN OF ADDISON

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_





## EXPLORER PIPELINE COMPANY (EPL) ENCROACHMENT SPECIFICATIONS

The following are minimum requirements for most proposed encroachments to avoid conflict with EPL's easement rights. It is not EPL's intent to convey that these are the only types of activities permitted; additional specifications may be required depending upon the proposed encroachments. For a review of your individual situation, please contact the nearest EPL area office, call toll-free 1-888-876-0036 (select option #2, then #3).

### GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS

- A) Federal and State laws require 48-72 hours notice given to the utility companies prior to beginning excavation. This may be accomplished by contacting a "One Call" system (see bottom of back page for listings). If you are unable to contact the appropriate one call system, please call the nearest EPL area office a minimum of 48 hours prior to commencing work.
- B) EPL's easement restricts the placement of a structure, building, or pond within the right-of-way.
- C) An authorized EPL representative must be on site during use of mechanized excavating equipment within the right-of-way.
- D) Any change in the amount of existing material (soil) on and over the right-of-way, that makes the total amount of cover less than four (4') feet or adds more than one (1') foot of cover, must be approved in advance by EPL's Encroachment Project Engineer (918) 493-5100 ext. 172.
- E) Encroaching party will be responsible for any future erosion repairs due to its activities, or lack of proper erosion control measures, which result in EPL having to relocate its pipeline or take corrective measures to prevent its pipeline from becoming exposed.

### GENERAL REQUIREMENTS FOR BURIED LINE CROSSINGS

- A) All buried lines crossing EPL right-of-way shall be installed adhering to all applicable codes and requirements governing such installations.
- B) All buried lines crossing EPL's right-of-way must cross on an angle that when measured between the proposed buried line and EPL right-of-way is between 90 and 45 degrees. This angle must be maintained across the entire width of the right-of-way.
- C) All buried lines crossing EPL's pipeline shall maintain a minimum separation of 24 inches between the two lines, with the same grade of depth carried across the entire right-of-way.
- D) All buried lines should cross under the pipeline. However, should the encroaching party be unable to comply with the 24" clearance requirements due to obstructions or unfavorable soil conditions, EPL's representative may approve special design and construction.
- E) Explorer's pipeline shall be exposed at encroaching party's expense during all bored crossings where clearance between EPL's line and proposed bore path is ten feet (10') or less. Upon completing crossing, compact all disturbed backfill to a density equal to or greater than surrounding soil.
- F) No foreign appurtenances (meters, poles, drop boxes, collection basins, etc.) shall be located within EPL's right-of-way.

- G) Encroaching party shall furnish and install a six inch wide burial warning tape, 12 to 18 inches above all non metallic lines and extend across the entire width of EPL's right-of-way.
- H) Where physically possible, signs shall be installed at each edge of right-of-way by encroaching party to locate and identify owner, type of service, and emergency phone numbers.
- I) Encroaching party will be responsible for any future erosion repairs due to its activities, or lack of proper erosion control measures, which result in EPL having to relocate its pipeline or take corrective measures to prevent its pipeline from becoming exposed.

### PARALLEL ENCROACHMENTS WITHIN EPL'S RIGHT-OF-WAY

- A) The requirements for parallel encroachments within EPL's right-of-way will be determined by EPL's encroachment Project Engineer (918) 493-5100 ext. 172.

### 1) EXCAVATION

- A) Plans for any excavation on the right-of-way must be approved before commencing work. Excavating closer than 12-18 inches to the pipeline or cathodic protection (C.P.) wires shall be done by hand until the pipeline and C.P. wires are exposed and shall be done only with the approval and in the presence of an authorized EPL representative. After EPL's pipeline and C.P. wires have been exposed, the excavation equipment should be positioned so that from the point of operations the equipment will not reach within 18 inches of the pipeline or C.P. wires.
- B) If a backhoe is used, the bucket should be curled under each time it is returned to the ditch and should have a plate covering all teeth to reduce the chance of gouges or punctures to the pipe.
- C) Any plowing or ripping of soil on the right-of-way, including agricultural, at depths greater than 18 inches will be handled on a case by case basis.

### 2) COMMUNICATION LINES (FIBER OPTIC, TELEPHONE, TV, OTHER DATA LINES)

- A) Shall meet all provisions GENERAL REQUIREMENTS -- BURIED LINE CROSSINGS.
- B) For clearances less than 48" below EPL and for all crossings over EPL, fiber optics shall be encased in rigid steel conduit the full width of right-of-way. Directionally bored installations will be evaluated on a case by case basis.

### 3) POWER LINES (BURIED)

- A) Shall meet all provisions GENERAL REQUIREMENTS -- BURIED LINE CROSSINGS.
- B) Shall have minimum clearances between lines of 24 inches.
- C) Shall be encased in steel conduit with 6" of red concrete on top of the conduit. Concrete may be omitted when crossing under EPL's line and the following minimum clearances are obtained: 48 inches between EPL's pipeline and top of steel conduit or, 72 inches for bored installations utilizing non-steel conduit.
- D) In the event EPL allows a buried a power line to cross over the pipeline, the steel conduit shall be the full width of the right-of-way and centralized in a 12" minimum layer of red concrete.

E) Signs shall be placed at each edge of the right-of-way to mark the underground cable angle and path of crossing. The signs are to be furnished by the Power Company of the encroaching party.

#### 4) POWER LINES (ABOVEGROUND)

- A) Shall maintain a minimum of 25 feet of clearance above and completely across the right-of-way.
- B) Shall have no poles or appurtenances located on the right-of-way.

#### 5) SEWER AND WATER LINES

- A) Shall meet all provisions GENERAL REQUIREMENTS-BURIED LINE CROSSINGS.
- B) Septic tanks / drain fields are not permitted within the right-of-way.

#### 6) METALLIC PIPE CROSSINGS

- A) At EPL's discretion all metallic pipe crossing EPL's pipeline shall have corrosion test leads installed on EPL's pipeline and on the encroaching pipe at point(s) of intersection and in cases of parallel encroachments at point(s) mutually agreeable to both companies.
- B) EPL personnel must install leads on EPL pipeline.

#### 7) STREETS, ROADS, DRIVEWAYS AND RAILROADS

- A) Unpaved residential driveways will be allowed provided there shall be a minimum cover of 48" between the lowest point of road sub-grade and top of EPL's pipeline.
- B) An opportunity for EPL to make a pipe inspection must be given at least 48 hours prior to the start of any construction.
- C) Provisions A, C, D, & E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS pertain to driveway crossings.
- D) Street, road, and railroad construction require a special encroachment agreement. Plans for such crossings should be submitted a minimum of 180 calendar days prior to work commencement to allow time for project impact review by the EPL's Engineering Department.

#### 8) FENCES

- A) Privacy fences are strongly discouraged. However, if requested they may be evaluated on a case by case basis.
- B) Fence posts shall not be installed within 3 feet of the center of the pipeline and the first post either side of the pipe shall be set in hand dug holes.
- C) To perform normal maintenance, access through or around fences crossing the right-of-way must be provided.
- D) Installer shall adhere to provisions A & C of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

#### 9) LANDSCAPING

- A) Flower beds, lawns and vegetable gardens are permitted within the right-of-way, but may be damaged by routine or annual maintenance / testing, if planted directly over the pipeline. Heavy maintenance may require total clearing of the right-of-way.
- B) The planting of trees or shrubbery on, or which hang over, EPL's right-of-way is prohibited unless specifically stated in right-of-way agreement or easement.

C) Provisions of GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS shall apply to landscaping.

#### 10) OPEN WATERWAYS

- A) Open waterways smaller than 3 feet wide at the bottom are defined as "ditches" and must have a minimum of 3 feet of cover from the top of the pipe to the bottom of the ditch, or the ditch must be lined using an approved EPL method and material. Larger open waterways are defined as "canals" and are considered on a case by case basis.
- B) Anyone altering (clearing, re-grading or changing alignment) a waterway on EPL's right-of-way must obtain approval from EPL and shall meet Provisions A, C, D & E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS.

#### 11) SUBSURFACE DRAINAGE TILE (NON METALLIC)

- A) Shall meet provisions A, B, E, F, & H, of GENERAL REQUIREMENTS- BURIED LINE CROSSINGS.
- B) A minimum clearance of 12" is desired at the crossing with a constant grade the full width of EPL's right-of-way.
- C) Field tiles that cross over the pipeline shall require special non-metallic support. Support is not required for plastic drain lines.

#### 12) TEMPORARY HEAVY EQUIPMENT CROSSINGS

- A) Equipment such as construction, logging, etc., must cross the pipeline only at EPL approved crossing locations where the cover has been checked and determined adequate to meet load-bearing requirements.
- B) Provisions A, C, D, & E of the GENERAL REQUIREMENTS FOR SURFACE ALTERATIONS also apply.

**NOTE:** These specifications are subject to change. Please contact your local EPL office prior to commencing any work on the right-of-way.

#### EPL AREA OFFICES

(These ARE NOT emergency numbers)

Hammond, Indiana  
(219) 989-8250

Greenville, Texas  
(903) 527-1250

Wood River, Illinois  
(618) 251-0250

Houston, Texas  
(281) 860-9250

Glenpool, Oklahoma  
(918) 291-5250

Port Arthur, Texas  
(409) 736-4250

#### One Call Systems

Indiana

1-800-382-5544

Illinois

1-800-892-0123

Missouri

1-800-344-7483

Oklahoma

1-800-522-6543

Texas

1-800-545-6005

Louisiana

1-800-272-3020

#### EXPLORER PIPELINE CO.

24-HOUR EMERGENCY NUMBER

(CALL TOLL FREE) 1-888-876-0036

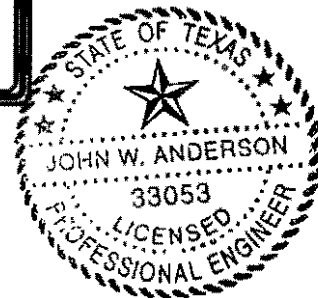
TRENCH SAFETY  
SPECIFICATIONS  
FOR  
SPECTRUM DRIVE  
NORTH/SOUTH EXTENSION

TOWN OF  
ADDISON, TEXAS

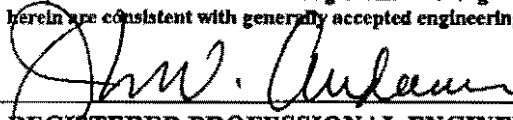
Prepared for  
SITE CONCRETE, INC.

Project # 8429

**TREN-TECH COMPANY**  
828 HOWELL DR.  
COPPELL, TEXAS 75019  
972-304-2171



I have reviewed these Trench Safety Guidelines and find that the recommendations and procedures conform to OSHA guidelines and regulations. The calculations herein are consistent with generally accepted engineering practice.

  
REGISTERED PROFESSIONAL ENGINEER

12/12/03  
DATE

## 1.0 DESIGN ASSUMPTIONS

- 1.1 General. These specifications cover the basic requirements for shoring and/or sloping of excavations for the installation of SANITARY SEWER LINES, WATER LINES, ELECTRICAL DUCT LINES and STORM DRAIN for the SPECTRUM DRIVE, NORTH/SOUTH EXTENSION in the TOWN of ADDISON, TEXAS.
- 1.2 This specification addresses the safety of workers in a trench excavation and does not, in any way relieve the Contractor of his responsibility and liability to ensure the safety of the project and workers.
- 1.3 It is not the intent of these specifications to specify every detail and procedure of the trenching/shoring operations; nevertheless, they shall conform to the high standards of engineering and of safe trench excavation.
- 1.4 The personnel protection systems shown in these specifications have been designed based on information obtained from the project drawings and specifications.
- 1.5 In accordance with Revised OSHA (Appendix A to Subpart P effective March 2,1990), the Contractor's "Competent Person" will conduct the required Soil Classification Tests. If soils other than those previously identified are found, this specification will be revised. During construction, the Contractor's "Competent Person" will monitor the soil classification as required by OSHA 1926.
- 1.6 Contractor shall be responsible for selecting the appropriate safety system option shown in these specifications, depending on trench depth and soil conditions.
- 1.7 The protection of existing structures and utilities which may be affected by these trench excavations is beyond the scope of this report (See Sect.4.2)
- 1.8 The Contractor must identify a "Competent Person" in the Contractor's firm responsible for performing inspections of the excavations to ensure that expected subsurface conditions are present. NOTE-This person must be "Competent" as described in OSHA 1926.650(b).
- 1.9 It is the Contractor's responsibility to ensure that all excavation work and site conditions are within the regulations as established by OSHA. Any property damage or bodily injury (including death) arising from the use of these specifications, from the Contractor's negligence in performance of contract work, or from Owner's failure to note exceptions to these specifications shall remain the sole responsibility and liability of the contractor.

## **2.0 DEFINITIONS**

- 2.1 All definitions of section 1926.650 of Subpart P, Part 1926, of the Code of Federal Regulations shall be by reference an integral part of this section.
- 2.2 "Sealing Engineer"- The engineer whose Texas seal is affixed to these specifications.
- 2.3 "The Contractor"-The contractor responsible to the owner for the excavation work described herein.
- 2.4 "Competent" as described in OSHA 1926.650(b).

## **3.0 APPLICABLE CODE AND STANDARDS**

- 3.1 The Contractor shall perform all shoring work under this contract in accordance with all applicable codes and standard safety requirements and regulations including:
  - 3.1.1 OSHA 2207, Construction Industry Standards (Part 1926, Occupational Safety and Health Standards)
  - 3.1.2 AISC Code of Standard Practice.
  - 3.1.3 AISC Specifications of the design, fabrication, and erection of steel buildings
  - 3.1.4 AITC Timber Construction Manual
  - 3.1.5 AWS D1.1 Structural Welding Code
  - 3.1.6 The Uniform Building Code
  - 3.1.7 OSHA 2226
  - 3.1.8 U S Army Corps of Engineers EM 385-1-1
- 3.2 The latest edition (including supplements and revisions) of the above publications in effect or promulgated at the time of the bid shall apply. Equipment fabricated to codes and standards in effect at time of bid but later revised shall be acceptable provided such revisions are not required by law.

## **4.0 SHORING/SLOPING**

### **4.1 Description.**

This section covers the technical requirements of the trenching/shoring work.

### **4.2 Existing Structures.**

Where existing buildings, other utilities, streets, highways, or other structures are in close proximity to the trench, or may otherwise be affected by the proposed trenching operation, the Contractor shall provide adequate protection by the use of sheeting and shoring to protect the structure, street, or highway from possible damage. In the case of utilities, the Contractor may elect to remove the utility, provided that the removal and subsequent replacement meet with the approval of the engineer, the utility owner, or whoever has jurisdiction of the structure. In all cases, it shall be the responsibility of the Contractor to protect public and private property and any person or persons who might, as a result of the Contractor's work, be injured.

### **4.3 General Trenching and Shoring Requirements.**

The Contractor shall be solely responsible for trench safety provisions meeting the applicable requirements of the United States Department of Labor-Occupational Safety and Health Administration, including subpart P, Part 1926, of the Code of Federal Regulations. All trenching operations and procedure shall also conform to the requirements listed in this specification.

- 4.3.1 The requirements of sections 1926.650 and 1926.651 of Subpart P, Part 1926, of the Code of Federal Regulations shall be by reference an integral part of this section.

## **4.4 REQUIREMENTS PRIOR TO EXCAVATION**

4.4.1 Known underground installations are shown on the site plans. It is the Contractor's responsibility to verify exact locations in the field.

4.4.2 Before any individual enters an excavation, the excavation will be inspected by a "Competent Person" to ensure that trench excavation has been performed according to this specification and OSHA requirements and to ensure that no anomalies are observed which may effect the safety of the trench project. Note-This person must be "Competent" as described in OSHA 1926.650(b).

## 4.5 REQUIREMENTS DURING EXCAVATION

- 4.5.1 During excavation, the exact location of existing underground installations shall be determined by the Contractor, and when uncovered, proper precautions and supports shall be provided so as not to cause a hazard to the workmen or the project.
- 4.5.2 Daily inspections of the excavations shall be made by the "Competent Person". If there is evidence of possible cave-ins or slides, all work in the excavation shall cease until the necessary precautions have been taken to ensure the safety of the workmen and the trench. Note-This person must be "Competent" as described in OSHA 1926.650. Excavations shall be inspected after every rainstorm or other hazard-increasing occurrence to ensure safety of the workmen and the trench.
- 4.5.3 Excavated material shall be stockpiled a distance away from the trench, so as not to affect the trench stability. The Contractor's means and methods will determine the distance. As a minimum to protect the workmen from falling debris, the toe of the stockpiled soil shall be no closer than two(2) feet from the edge of the excavation.
- 4.5.4 All precautions must be made to prevent surface water from entering the trench excavation. Adequate drainage must be provided in the area adjacent to the excavation.
- 4.5.5 Operation of heavy equipment adjacent to the edge of the trench may cause instability. The Contractor is responsible for the means and methods of excavation, and therefore, for loads imposed on the trench excavation and shoring design.
- 4.5.6 The Contractor must take precautions to protect the face of the excavation from exposure to excessive drying, water, or freezing.
- 4.5.7 Water shall not be permitted to stand in the bottom of the trench and suction pumps of adequate capacity shall be installed to ensure that such standing water is removed.
- 4.5.8 The Contractor shall provide a positive means of ensuring that hydrostatic pressure does not build up behind the shoring or shields.
- 4.5.9 If a condition requiring the use of a different method of shoring is encountered, this specification will be revised.
- 4.5.10 Remove shoring units from bottom to top as backfilling proceeds.
- 4.5.11 When backfill is within five(5) feet of the top of the trench, all shoring may be removed, unless the trench conditions indicate a hazard.
- 4.5.12 No person shall be exposed to the lower portion of the trench after shoring has been removed.



- 4.5.13 Additional shoring of larger sizes may be installed.
- 4.5.14 Ladders or other adequate means of exit must be provided and located so as to require no more than twenty-five(25) feet of lateral travel.
- 4.5.15 When two(2) trenches intersect, both trenches must be protected to a distance of not less than the depth of the deepest trench.

#### **4.6 REQUIREMENTS FOR CONFINED SPACE**

- 4.6.1 Prior to construction the contractor shall identify any areas near the proposed excavations that could expose workmen to harmful levels of atmospheric contaminants (i.e. landfills, manholes or materials storage).
- 4.6.2 During construction, before workmen are allowed in an excavation or existing structure, the contractor shall test the air quality at these previously identified areas for hazardous atmospheres in all excavations greater than four (4) feet in depth. Atmospheres containing less than 19.5 percent oxygen or more than 20 percent concentration of flammable gas shall be deemed "hazardous" adequate precautions shall be taken.
- 4.6.3 Retesting of work areas shall be conducted as often as necessary to ensure that the atmosphere remains safe for workmen.
- 4.6.4 During construction, emergency rescue equipment shall be readily available where potentially hazardous conditions are expected to develop.
- 4.6.5 As a minimum, the contractor shall have on site the following emergency equipment. Breathing apparatus, a safety harness and line, or a basket stretcher. During construction in potentially hazardous areas, the required equipment shall be attended.

SECTION 5.0

SITE SPECIFIC EXCAVATIONS

AND

SHORING SPECIFICATIONS

FOR

SANITARY SEWER LINES

WATER LINES

ELECTRICAL DUCT LINES

AND

STORM DRAINAGE

## 5.1 EXCAVATIONS SPECIFIC TO THIS PROJECT

NOTE: Trench shield(s) and/or slope (Option I or II) shall be used for personnel protection at the location of the bore pits. If trench shields are employed, end protection shall be accomplished with appropriately rated trench shields or interlocking sheet pile (PZ-27 or equal installed horizontally). These members shall be installed so as to rest on the ends of the main trench shields.

### STORM DRAIN LINE "T"

LOCATION	MAX.DEPTH	OPTION	NOTES
1+59.41 TO 5+31.32	9.0	I, II	INSTALL 2-48" RCP

### STORM DRAIN LINE "U"

LOCATION	MAX.DEPTH	OPTION	NOTES
0+50 TO 2+85	7.0	I, II	INSTALL 6'X4' RCB
2+85 TO 7+83.85	10.0	I, II	INSTALL 6'X3' RCB

### STORM DRAIN LINE "L"

LOCATION	MAX.DEPTH	OPTION	NOTES
5+44.77 TO 8+40	12.0	I, II	INSTALL 42" RCP
8+40	11.0	I, II	CONST. MANHOLE
8+40 TO 9+72	10.0	I, II	INSTALL 42" RCP
9+72 TO 12+32.15	10.0	I, II	INSTALL 36" RCP
12+32.15	11.0	I, II	CONST. MANHOLE
12+32.15 TO 13+81	9.0	I, II	INSTALL 27" RCP

### PROJECT LATERALS & INLETS

The contractor shall use guidelines set forth in Option I for the construction of inlets on the above referenced storm drain lines and use guidelines set forth in Option I or II for the installation of related piping.

#### WATER LINE "1"

LOCATION	MAX.DEPTH	OPTION	NOTES
18+47 TO 29+34.10	6.0	I, II, III	INSTALL 12" W.L.

#### WATER LINE "4"

LOCATION	MAX.DEPTH	OPTION	NOTES
2+25.75 TO 8+27	10.0	I, II, III	INSTALL 12" W.L.
8+27 TO 9+56			INSTALL BY BORE
9+56 TO 9+66	6.0	I, II, III	INSTALL 12" W.L.

### OTHER PROJECT WATERLINES AND APPURTENANCES

The contractor will install other water lines and appurtenances that were not profiled on the project plans. Generally, pipe less than ten inches in diameter will require an excavation of less than five feet in depth, however, at connections to larger size pipe it is probable that excavations will exceed five feet in depth. When excavation depths greater than five feet are encountered or if there is evidence of raveling or caving for any reason including pre-disturbed soil conditions, the contractor will be required to shore or slope the excavation so as to provide a safe workplace. The contractor may use guidelines set forth in Option I, II or III for these excavations.

SANITARY SEWER LINE "A"

LOCATION	MAX.DEPTH	OPTION	NOTES
4+53 TO 7+41	15.0	I, II	INSTALL 8" S.S.
7+41	15.0	I, II	CONST. MANHOLE
7+41 TO 11+32.97	14.0	I, II, III	INSTALL 8" S.S.
11+32.97	14.0	I, II	CONST. MANHOLE
11+32.97 TO 14+35	14.0	I, II, III	INSTALL 8" S.S.
14+35	14.0	I, II	CONST. MANHOLE

SANITARY SEWER LINE "B"

LOCATION	MAX.DEPTH	OPTION	NOTES
0+00 TO 0+78.61	15.0	I, II	INSTALL 8" S.S.

SANITARY SEWER LINE "C"

LOCATION	MAX.DEPTH	OPTION	NOTES
0+00	15.0	I, II	CONST. MANHOLE
0+00 TO 0+78.61	14.0	I, II, III	INSTALL 8" S.S.

ELECTRICAL DUCT LINE "A"

LOCATION	MAX.DEPTH	OPTION	NOTES
9+35.8 TO 12+44	20.0	I, II	INSTALL DUCT BANK
12+44	22.0	I, II	CONST. MANHOLE
12+44 TO 16+36.19	22.0	I, II	INSTALL DUCT BANK
16+36.19	23.0	I, II	CONST MANHOLE
16+36.19 TO 20+00	20.0	I, II	INSTALL DUCT BANK

## 5.2 SHORING CONSIDERATIONS FOR THIS WORK

- 5.2.1 Trenches more than five(5) deep shall be shored, laid back to a stable slope, or some other equivalent means of protection shall be provided where employees may be exposed to moving ground or cave-ins. *Trenches less than five(5) feet in depth shall also be effectively protected when examination of ground indicates hazardous ground movement may be expected.*

The Contractor will have Options I, II or III for providing such protection.

- 5.2.2 Lateral Earth Pressure:  $P = W_e(H+H_q)$

Assumed Soil: Clay

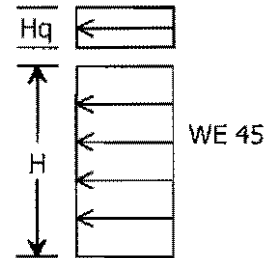
$P$ = a uniformly distributed lateral soil pressure, in lbs./ft<sup>2</sup>

$W_e$ = Effective Soil Weight, pcf(Use 45 psf Type "B" Soil)

$H$ = Depth of excavation from top of supported bank to bottom of excavation in feet.

$H_q$ = Equivalent Height of Surcharge, in feet.

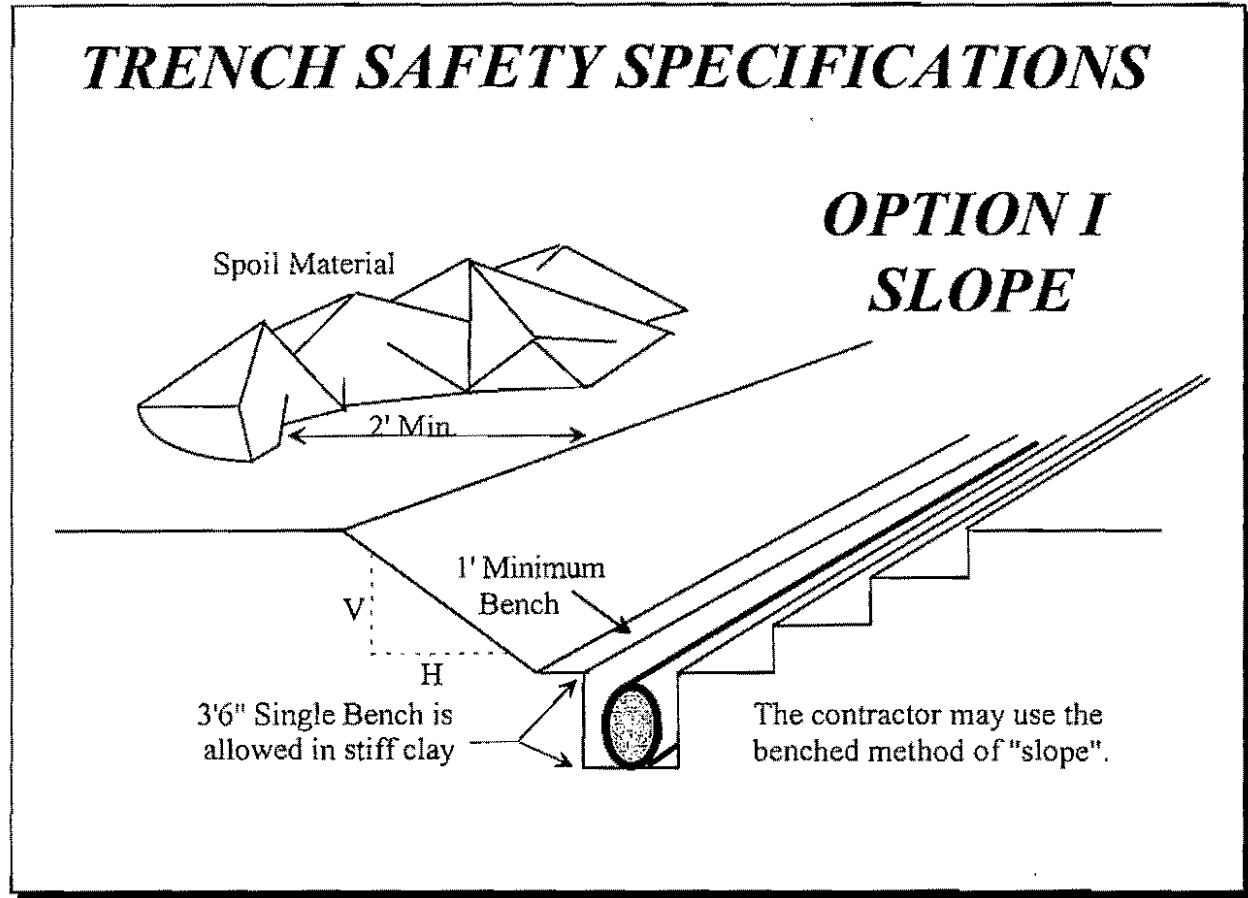
Reference OSHA Rules and Regulations-Part 1926 of 29 CFR as amended by the Federal Register Volume 54, Number 209, October 31, 1989



**Maximum anticipated lateral earth pressure for this project is 1125 "PSF"**

- 5.2.3 Option I The Contractor can use Slope as shown in the Option I section of the specification. Applicable slopes may be obtained by either straight cut or benched method. Vertical cuts for the benched method shall not exceed four(4) feet. Easement restrictions may limit the use of this option. See Drawing Option I.
- 5.2.4 Option II The Contractor may use a Trench Shield as shown in the Option II section of this specification. Requirements set forth in this Option shall include curricular trench shield(s) and or manhole boxes. All slopes above trench shield(s) shall conform to guidelines set forth in Option I. Trench shield(s) used on this project will be required to carry a minimum "PSF" as specified. Certification of trench shield(s) or manufacture's "tabulated data" shall be available for verification during construction. See Drawing Option II.
- 5.2.5 Option III The Contractor can use Trench Shores as shown in the Option III Section of this specification. Shores are to be installed as shown with horizontal spacing determined by the depth of cut and soil type but shall not exceed 6 feet. See Drawing Option III. If there is raveling of the trench wall, the contractor shall install plywood behind the shores as shown on the Option III drawing.

# TRENCH SAFETY SPECIFICATIONS



## H/V - REQUIRED SLOPE PER SOIL TYPE

H/V = ¾ to 1	Stiff clay less than 12 feet in depth (Type "A")
H/V = 1 to 1	Stiff clay or weathered limestone (Type "A" or "B")
H/V = 1½ to 1	Silty clays or saturated material (Type "C")
H/V = 2 to 1	Fill material or loose soil.

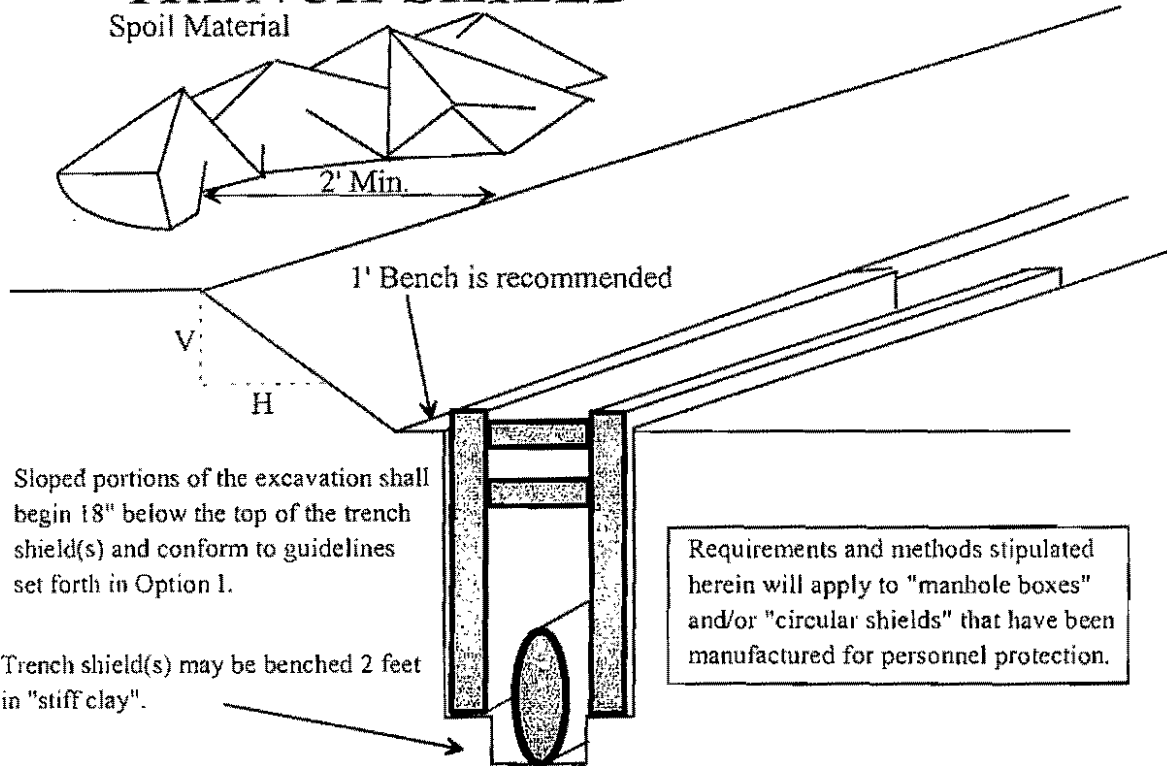
## NOTES

1. All trenches shall be dewatered as specified in 4.5.7
2. All slopes assume sufficient right-of-way exists.
3. All slopes shall be flattened an additional ½ foot if an existing parallel utility line is located within the horizontal distance equal to the depth of the new utility excavation.
4. No spoil or equipment shall be permitted nearer than 2 feet from the edge of the excavation.
5. A single 3' 6" vertical bench may be used in "stiff clay" only.
6. Exposed existing utility lines are to be supported.

# TRENCH SAFETY SPECIFICATIONS

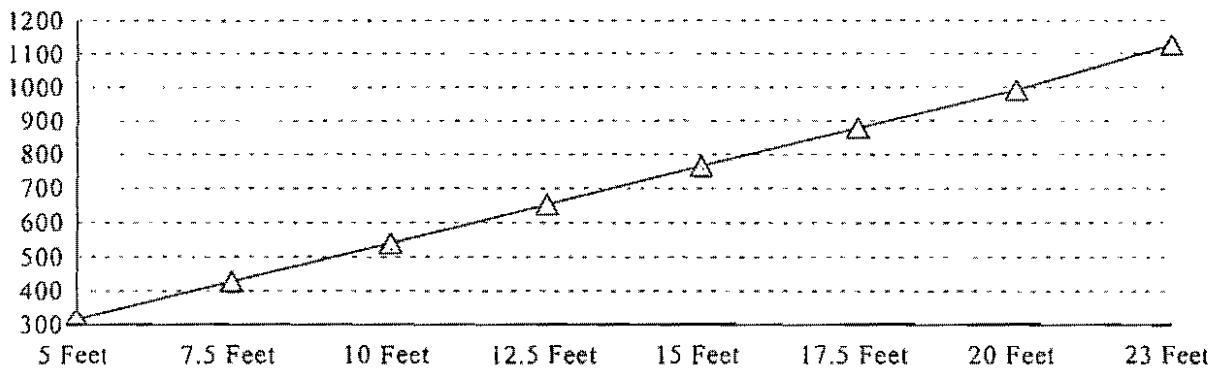
## OPTION II

### TRENCH SHIELD



### NOTES

1. Trench shields shall be inspected and be free of structural defects that may impair their proper function.
2. Trench shields shall be used in accordance with the manufacturer's guidelines and recommendations.
3. Trench shields shall be installed so as to prevent any lateral or other hazardous movement.
4. Personnel shall not be allowed in the trench shield during its installation or removal from the excavation.
5. When shield(s) are stacked, the upper shield shall be rated for its physical depth in the trench.
6. Trench shield(s) used on this project shall be rated to withstand anticipated "PSF" (left side of graph) for depth of cut indicated below. Manufacture's tabulated data or certification shall be maintained on site.

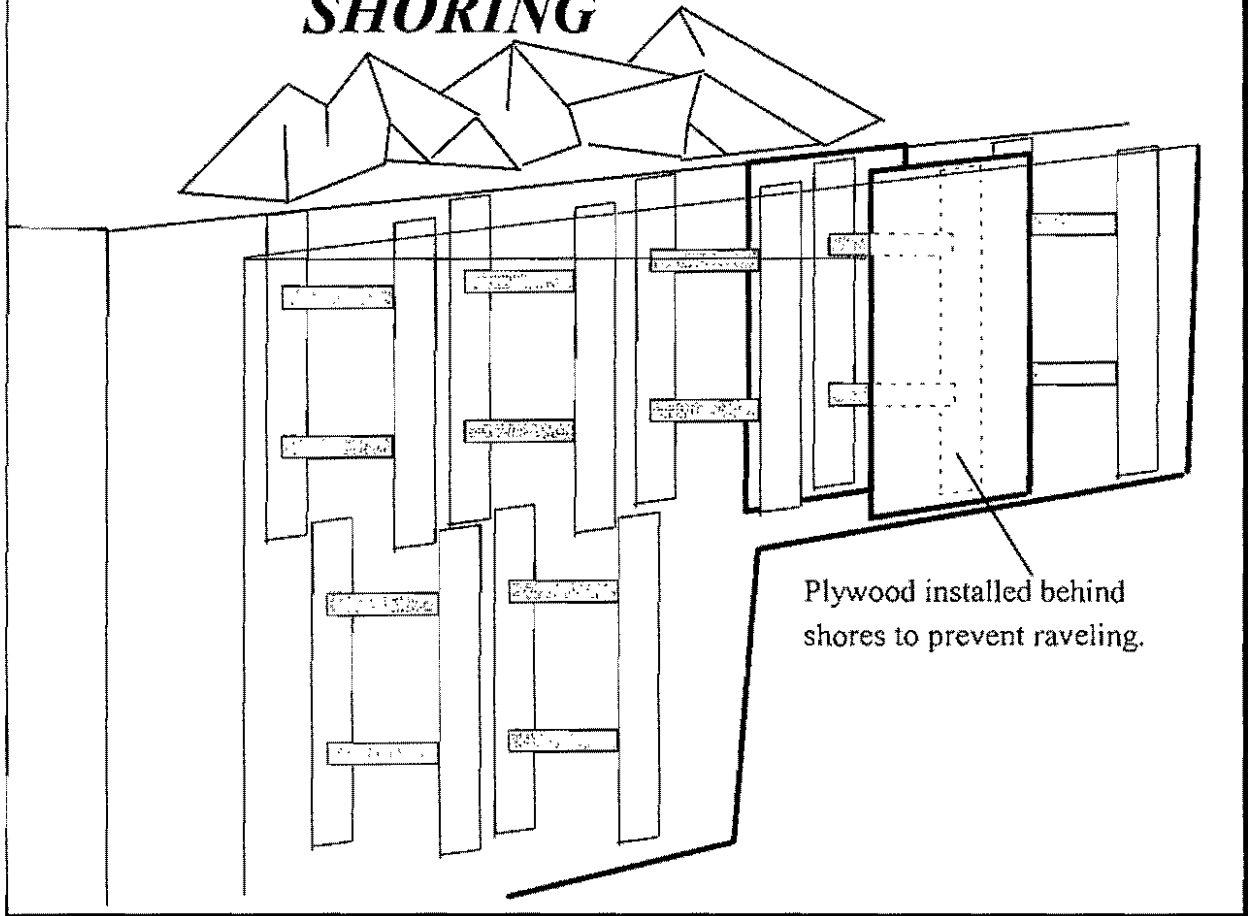




# **TRENCH SAFETY SPECIFICATIONS**

## **OPTION III**

### **SHORING**



### **NOTES**

1. Shores shall be double stacked when trench depths exceed nine (9) feet.
2. Maximum horizontal spacing for double stacked shores shall be five (5) feet.
3. Maximum allowable depth of cut for this Option shall be fourteen (14) feet.
4. Aluminum hydraulic shoring may be used in Type "A" or "B" soils only.
5. Maximum horizontal spacing of shores in Type "A" soil shall be 6 feet.
6. Maximum horizontal spacing of shores in Type "B" soil shall be 5 feet.
7. The contractor's competent person shall inspect shores and verify that they are in good working order.
8. The hydraulic shores shall have a minimum working pressure of 750 psi.
9. The contractor shall adhere to the shoring manufacturer's guidelines for use in trench excavations.
10. If there is evidence of raveling or caving the contractor is required to install 1<sup>1</sup>/<sub>8</sub>" thick plywood or 3/4" thick 14 ply arctic white birch (Finland form).
11. Spoil material will not be allowed nearer than 2' from the edge of the excavation.

# **SUBMITTAL**

**SPECTRUM DRIVE**  
**NORTH / SOUTH EXTENSION**  
**TOWN OF ADDISON**

**PREPARED FOR:**  
**SITE CONCRETE INC.**  
**P.O. BOX 154489**  
**IRVING, TX 75015**



**10077 W UNIVERSITY DR.**  
**MCKINNEY, TX 75050**  
**972-434-2600**

## **SPECTRUM DRIVE NORTH / SOUTH EXTENSION**

### **TABLE OF CONTENTS:**

- 1. WATER PIPE**
- 2. CASING SPACER**
- 3. GATE VALVE**
- 4. FIRE HYDRANT**
- 5. JOINT RESTRAINT**
- 6. MECHANICAL FITTING**
- 7. SERVICE MATERIAL**
- 8. SEWER PIPE**
- 9. SEWER FITTING**
- 10. CLEANOUT CASTING**
- 11. MANHOLE CASTING**

**WATER PIPE – DR18 CL150**

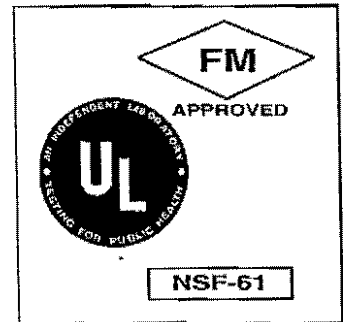
## TECHNICAL DATA

### AWWA C-900 PVC Water Pipe — Class 100, 150 & 200

#### NORTH AMERICAN PIPE PVC WATER PIPE — Class 100, 150, and 200

...is manufactured to meet the needs of modern municipal water distribution systems, fire prevention systems, and various industrial applications.

- The pipe conforms to AWWA Standard C-900 and is listed by the Underwriter's Laboratories for use as water mains and fire prevention systems, and is listed by the NSF International and approved by Factory Mutual (FM).
- It is manufactured to cast iron size O.D. making the pipe compatible with traditional piping materials used in municipal water systems.
- Each length of pipe is pressure tested at four (4) times its rated pressure.
- The North American Pipe Corporation Joint is the latest development in gasketed integral-bell PVC pipe. It will far surpass any other gasketed coupling system in the elimination of gasket roll-out (fishmouthing) during installation.



#### PRESSURE RATING AT 73.4°F

North American Pipe Corporation Class 100 Water Pipe is designed to operate at a service pressure of 100 psi. Each length, including the integral bell is hydrostatically tested at 400 psi. Class 150 Water Pipe is designed to operate at a service pressure of 150 psi. Each length, including the integral bell, is hydrostatically tested at 600 psi. Class 200 Water Pipe is designed to operate at a service pressure of 200 psi. Each length, including the integral bell, is hydrostatically tested at 800 psi. Class 100, 150, and 200 C-900 all have a surge allowance. Internal pressure and external loading criteria are outlined in AWWA C-900, Appendix A.

PIPE DIMENSIONS							
Size (Inches)	Outside Diameter	Inside Diameter	Minimum Wall (E) Thickness	Weight Per Foot	Depth Of Entry (L) Dimension	Bell O.D.	Feet Per Unit
<b>DR 25 — Class 100</b>							
4	4.800	4.416	.192	1.846	4.25	6.10	960'
6	6.900	6.348	.276	3.831	5.25	8.25	560'
8	9.050	8.226	.362	6.618	6.25	11.25	200'
10	11.100	10.000	.444	10.005	7.38	13.25	160'
12	13.200	12.000	.528	14.180	8.38	16.00	80'
<b>DR 18 — Class 150</b>							
4	4.800	4.266	.267	2.522	4.25	6.20	960'
6	6.900	6.134	.383	5.226	5.25	8.25	560'
8	9.050	8.044	.503	9.040	6.25	11.25	200'
10	11.100	9.866	.617	13.666	7.38	13.25	160'
12	13.200	11.734	.733	19.354	8.38	16.25	80'
<b>DR 14 — Class 200</b>							
4	4.80	4.114	.343	3.182	4.25	6.36	960'
6	6.90	5.914	.493	6.605	5.25	8.50	560'
8	9.05	7.758	.646	11.410	6.25	11.50	200'
10	11.10	9.514	.793	17.250	7.38	13.75	160'
12	13.20	11.314	.943	24.450	8.38		80'

# North American Pipe Corporation

## SHORT FORM SPECIFICATIONS

For Class 100, 150, and 200 Integral Bell Gasketed PVC Pipe Meeting AWWA Standard C-900 and with Reinforced Gaskets.

### STANDARDS

**AWWA C-900** — polyvinyl chloride (PVC) pressure pipe 4" through 12" for water.

**AWWA C-111** — standard for rubber gasket joints for cast iron pipe and fittings.

**ASTM D-1784** — Specifications for polyvinyl chloride (PVC) compounds.

**ASTM D-3139** — Joints for plastic pressure pipe using elastomeric seals.

**ASTM F-477** — Specifications for elastomeric seals.

**UNI-B-1** — Thermoplastic pipe joints, pressure and non-pressure applications.

**UNI-B-3** — Installation of Polyvinyl Chloride (PVC) pressure pipe (complying with AWWA standard C-900).

**UNI-B-8** — direct tapping of PVC pressure water pipe.

### 1. SCOPE

1.1 This specification outlines requirements for rigid PVC (polyvinyl chloride) pipe for water main systems and other pressure pipe applications. When used for potable water systems the pipe shall meet the **ANSI/NSF Standard 61 - Drinking Water System Components - Health Effects**, which is indicated by the following logo:

**NSF-61**

### 2. MATERIAL

2.1 The pipe shall be extruded from PVC meeting the requirements of Cell Classification 12454-B as defined in ASTM D 1784, *PVC Compounds*. The PVC shall also be approved by NSF International for use in potable water pipe.

### 3. PIPE

3.1 The pipe shall be manufactured to cast iron size (C.I.) outside dimensions with DR's and tolerances in compliance with AWWA Standard C-900, *PVC Pressure Pipe, 4" through 12" for water*. The pipe shall be approved by the Underwriter's Laboratories (UL) for use in underground fire protection service. Laying length shall be 20' ±1" for all sizes, except that up to 15% of the footage may be in random lengths of not less than 10'.

3.2 The pipe shall have an integral bell end and the gasket seal shall be reinforced with a steel band or other rigid material. The joint shall be in compliance with requirements of ASTM D 3139, *Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals*. The spigot end of the pipe is cut square and has a smooth bevel of 15° to a depth of approximately 1/2 of the wall thickness.

3.3 The pipe marking shall include:

- (A). Nominal size and O.D. base (e.g., 8" C.I.).
- (B). Material code designation (PVC 1120).
- (C). Dimension ratio number, (DR 14 or 18).
- (D). AWWA pressure class (150 or 200).
- (E). AWWA designation number (AWWA C 900).
- (F). Manufacturer's name or trademark and production code.
- (G). Seal of the testing agency that verified the suitability of the pipe material for potable water service.

### 4. TEST REQUIREMENTS

4.1 Each length of pipe (standard or random), including the integral bell, shall be pressure tested to four times the rated pressure for a minimum of five seconds.

4.2 Pipe shall meet all additional test requirements as described in AWWA C-900.

### 5. DESIGN AND INSTALLATION

5.1 Criteria for design and installation of PVC Water Pipe shall be in accordance with the general requirements set forth in AWWA C-900, Appendix A. Additional guidelines, covering thrust blocking, tapping, curved installation, testing, etc., are outlined in *UNI-BELL Standard for Installation of PVC Plastic Pressure Pipe for Municipal Water Main Distribution Systems, UNI-B-3*.

### ASSEMBLY INSTRUCTIONS

The ease of assembly of the North American Pipe Corporation joint means quick and economical installations with a minimum of skilled labor and regardless of the weather conditions.

#### Three Simple Steps:

1. **Clean!** With a rag or brush remove all foreign material from the inside of the bell, from the surface of the elastomeric gasket, and from the male end of the pipe.
2. **Lubricate!** Apply a thin coat of lubricant to the beveled end of the pipe. Lubricate up to the stop mark.
3. **Push!** Align the bell and male end of the pipe. Then push together for a tight, leakproof joint.

**North American  
Pipe Corporation**

3348 Industrial Drive

Wichita Falls, TX 76306-3735

Phone: (940) 855-4100 FAX: (940) 855-7680

## **CASING SPACER – RACI**

# **raci** patented casing spacers for cased pipelines



**raci**, the leaders in casing spacer technology, has been in business since 1977 and are **ISO 9002** CERTIFIED. Their uniquely designed, engineered and patented spacers are respected and their dependability has made them the number one choice of specifiers and installers world wide.

**raci** Casing Spacers **isolate water, sewer and gas pipelines** from casings simply and cost effectively. Insulators are required to separate casing and carrier pipes with the following criteria.

- Must ensure electrical insulation between the two pipes
- permanently prevent bells from sliding or resting on casing pipe
- Must fasten tightly on the carrier pipe to ensure no horizontal movement during insertion
- Must be made of materials which do not conduct electricity and are permanently resistant to chemical corrosion
- Must be resistant to both mechanical and thermal shocks and stresses particularly during installation

## **raci** SPACER ADVANTAGES:

**raci** spacers meet the above requirements with the following advantages over the standard skid and strap application and other models of manufactured spacers.

- Spacers are manufactured entirely out of high density polyethylene with **NO METAL bolts or attachments required**
- Spacers are quickly and easily assembled by manually fitting elements one into the other

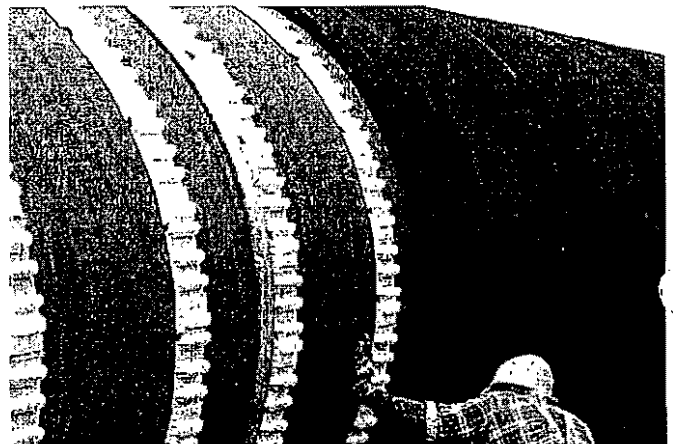
- Tooth insertion method allows on site adjustment to fit a wide range of pipe diameters and coatings
- Spacers slide into casing with ease
- Spacers maintain continual long term support for the carrier pipe and its contents
- Spacers provide **constant projections around the entire circumference** of the carrier pipe.
- Spacers provide long term corrosion protection
- Spacers can be installed on coated or plain concrete, ductile iron, plastic and steel pipe.

The spacers are divided into four groups which address a wide range of pipe sizes and weights. Within each grouping there are **varying support heights** that allow the spacer to clear bell joints, flanges, couplings, and other jointing methods. These heights range from .78 inches to 5.11 inches (20 - 130 mm)

**SPECIAL APPLICATIONS:** For applications with temperatures in excess of 60°C/140° F spacers are available in nylon.

On request spacers can be manufactured in other types of plastic material according to the mechanical and temperature requirements of the pipeline.

The **HDPE spacer** is manufactured by injection molding. This gives it a high impact strength and a low coefficient of friction which exceeds industry standards. Each spacer element represents a flexible section that has a toothed male butt strap at one end and an appropriately toothed female slot on the other end. Absolutely **no metallic parts** are involved in their assembly. This design allows for **on site adjustments** for any variances within the O.D. range. Coupled with their flexibility they cover all types of pipe from O.D. range 1.18 inches (30 mm) and upward.

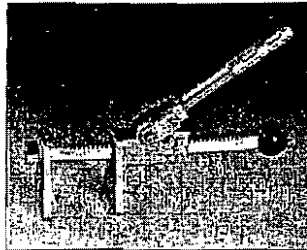




## SPACER OPTIONS

### SPACER ELEMENTS F AND G

These spacers are engineered to be used on small to medium sized pipe and are able to support a maximum weight load of 1102 lb./500 kg per ring. F and G spacers are best suited for pipe ranges 3.62 to 16.00 inches (92 to 406 mm). For installation the Clamping Tool Type 1 is used.



### SMALL TO MEDIUM DIAMETER PIPE

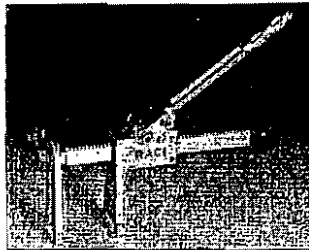
TYPE F / G 25, 41, and 60 mm  
element support height of .98, 1.6, and 2.36 inches

O.D. Range inches		O.D. Range millimeters		# of Elements to make a ring		Spacing between rings	
min	max	min	max	F	G	ft	m
3.62	4.49	92	114	1	1	6	1.8
4.57	5.94	116	151	2		6	1.8
6.06	7.56	154	192	2	1	6	1.8
7.44	8.53	189	226	3		6	1.8
8.54	10.51	217	267	3	1	6	1.8
9.88	11.89	251	302	4		6	1.8
11.02	13.50	280	343	4	1	6	1.8
12.36	14.84	314	377	5		6	1.8
14.84	17.80	377	452	6		6	1.8
17.32	20.79	440	528	7		6	1.8

MAXIMUM LOAD 1102 LBS OR 500 KGS PER RING

### SPACER ELEMENTS M AND N

The M and N spacer is designed for that middle pipe O.D. range application. They are able to support a maximum weight load of 2204 lb./1000 kg per ring. The M and N spacers are best suited for the pipe range 14.09 to 30.8 inches (358 to 764 mm). For installation the Clamping Tool Type 5 is used.



### MEDIUM DIAMETER PIPE

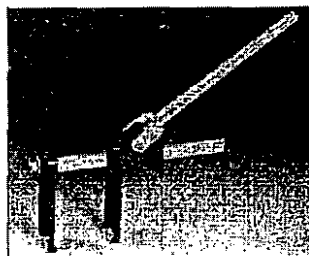
TYPE M / N 36, 50, 75, and 90 mm  
element support height of 1.42, 1.97, 2.95, and 3.54 inches

O.D. Range inches		O.D. Range millimeters		# of Elements to make a ring		Spacing between rings	
min	max	min	max	M	N	ft	m
5.63	7.01	143	178	1	1	6	1.8
7.05	8.03	179	204	2		6	1.8
8.07	10.04	205	255	1	2	6	1.8
10.08	12.05	256	306	3		6	1.8
12.09	14.06	307	357	2	2	6	1.8
14.09	17.05	358	433	3	2	6	1.8
17.09	21.06	434	535	3	3	6	1.8
21.10	25.08	536	637	4	3	6	1.8
25.12	30.08	638	764	6	2	6	1.8
30.12	36.10	765	917	9		6	1.8
36.14	43.15	918	1096	10	1	6	1.8
43.19	51.14	1097	1299	12	1	5	1.5
51.18	57.17	1300	1452	12	3	4.3	1.3

MAXIMUM LOAD 2204 LBS OR 1000 KGS PER RING

### SPACER ELEMENTS E AND H

For large diameter pipe, heavier applications or long casings where maximum strength is required the E and H elements are used. They are able to support a maximum weight load of 5925 lb./2700 kg per ring and are best suited for the pipe range above 24 inches (609 mm). For installation, the Clamping Tool Type 2 is used for support heights up to 90 mm. Tool Type 4 is used for the E 130s.



### LARGE DIAMETER PIPE

TYPE E / H 25, 41, 60, 75, 90, and 130 mm  
element support height of .98, 1.6, 2.36, 2.95, 3.54, and 5.11 inches

O.D. Range inches		O.D. Range millimeters		# of Elements to make a ring		Spacing between rings	
min	max	min	max	E	H	ft	m
8.70	10.71	221	272	2	1	6	1.8
10.51	12.60	267	320	3		6	1.8
12.20	14.92	310	379	3	1	6	1.8
14.06	16.77	357	426	4		6	1.8
15.71	19.13	399	486	4	1	6	1.8
17.56	21.02	446	534	5		6	1.8
21.02	25.20	534	640	6		6	1.8
24.57	29.37	624	746	7		6	1.8
28.11	33.58	714	853	8		6	1.8
31.61	37.80	803	960	9		6	1.8
35.12	41.97	892	1066	10		6	1.8
38.62	46.18	981	1173	11		6	1.8
45.67	54.57	1160	1386	13		5	1.5
52.68	62.99	1338	1600	15		4.3	1.3
59.84	71.38	1520	1813	17		3.2	0.97
70.20	83.98	1783	2133	20		3.2	0.97
80.75	96.57	2051	2453	23		3.2	0.97
94.80	113.39	2408	2880	27			
112.32	134.41	2853	3414	32			

MAXIMUM WEIGHT 5925 LBS OR 2700 KGS PER RING

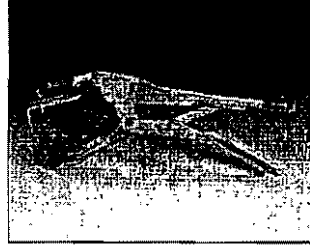
### SPACER ELEMENTS S AND T

(see next page)

O.D. range 1.18 - 6.46 inches (30 - 164 mm)

### SPACER ELEMENTS S AND T

These spacers are linked by a tongue and groove method. S and T spacers are able to support a maximum weight load of 250 lb./110 kg per ring. They are best suited for pipe ranges 1.18 - 4.13 inches (30 - 150 mm). For installation the Clamping Tool Type 3 is used.



### SMALL DIAMETER PIPE

TYPE S / T 20 mm support height of .78 inches							
O. D. Range inches		O. D. Range millimeters		# of Elements to make a ring		Spacing between rings	
min	max	min	max	S	T	ft	m
1.18	1.38	30	35	1		3.2	0.98
1.50	1.69	38	43		1	3.2	0.98
2.36	2.76	60	70	2		5	1.5
2.68	3.07	68	78	1	1	5	1.5
2.99	3.39	76	86		2	6	1.8
3.54	4.13	90	105	3		6	1.8
3.86	4.45	98	113	2	1	6	1.8
4.17	4.76	106	121	1	2	6	1.8
4.72	5.51	120	140	4		6	1.8
5.35	6.14	136	156	2	2	6	1.8
5.67	6.46	144	164	1	3	6	1.8

MAXIMUM WEIGHT 250 LBS OR 110 KGS PER RING

### Properties of **raci** Spacers

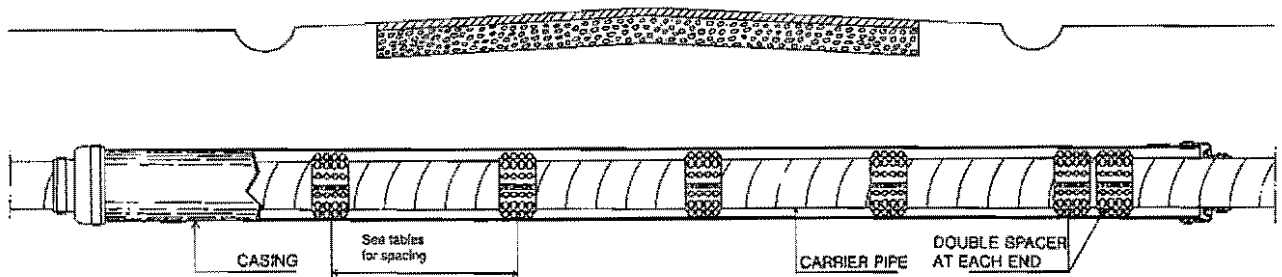
#### TECHNICAL DATA OVERVIEW OF SPACERS

Spacer Type		S	T	F	G	M	N	E	H
Usable Length	Inch	3.6 - 4.3	4.6 - 5.2	7.8 - 8.97	3.14 - 4.76	10.5 - 11.7	7.4 - 8.7	11 - 12.6	5.1 - 7.3
	mm	91 - 109	116 - 132	198 - 227	79 - 120	266 - 297	187 - 220	279 - 320	129 - 185
Width	Inch	3.34	3.34	5.11	5.11	7.09	7.09	8.85	8.85
	mm	84	84	129	129	180	180	224.8	224.8
Carrier OD range	Inch	1.18-6.46	1.18-6.46	3.62-20.79	3.62-20.79	5.63-57.17	5.63-57.17	8.7-134.41	8.7-134.41
	mm	30-164	30-164	92-528	92-528	143-1452	143-1452	221-3414	221-3414
Max. weight load / ring	lbs	250	250	1102	1102	2204	2204	5952	5952
	kgs	110	110	500	500	1000	1000	2700	2700
Max. Min. operating temperature	°F	-4 to 140							
	°C	-20 to 60							

#### PHYSICAL CHARACTERISTICS OF HIGH DENSITY POLYETHYLENE

Yield strength	3625 PSI	25 N/mm <sup>2</sup>	ASTM D 638
Tensile Strength	2900 PSI	20 N/mm <sup>2</sup>	ASTM D 638
Elongation at break	800%	800%	ASTM D 638
Hardness shore D	65	65	ASTM D 2240
Minimum working temperature	-4° F	-20° C	
Dielectric strength	>940 Kv/inch	>37 Kv/mm	ASTM 149/64
UVL Stabilization	yes	yes	

#### TYPICAL ROAD CROSSING



JRWT - TRADING CORPORATION

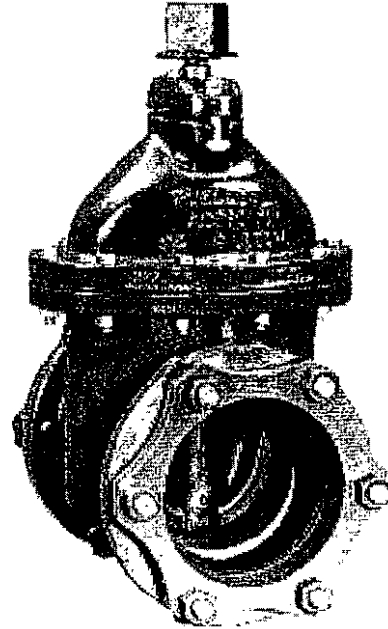
901B Waddington Drive, Vernon, BC V1T 9E2 Tel: (250) 545-6045 Fax: (250) 545-6911

**GATE VALVE – MUELLER 2360**

## 2"-12" MUELLER® A-2360 RESILIENT WEDGE GATE VALVES - M.J. x M.J.

Rev. 12-01

- Catalog number—  
 A-2360-20 Mechanical joint ends (with mechanical joint unassembled accessories)  
 A-2360-23 Mechanical joint ends (less mechanical joint accessories)  
 A-2360-25 Mechanical joint ends (with transition gaskets)
- Sizes—2", 3", 4", 6", 8", 10", 12"
- Meets or exceeds all applicable requirements of ANSI/AWWA C509 Standard and is certified to ANSI/NSF 61
- Standard mechanical joint ends comply with ANSI/AWWA C111
- Iron body with nominal 10 mils MUELLER® Pro-Gard™ Fusion Epoxy Coated interior and exterior surfaces
- Epoxy coating meets or exceeds all applicable requirements of ANSI/AWWA C550 Standard and is certified to ANSI/NSF 61
- Iron wedge, symmetrical & fully encapsulated with molded rubber; no exposed iron
- Non-rising stem (NRS)
- Triple O-ring seal stuffing box (2 upper & 1 lower O-rings)
- 2" square wrench nut (optional handwheel available)—open left or open right
- 2"-12" sizes—250 psig (1723 kPa) maximum working pressure, 500 psig (3447 kPa) static test pressure
- UL Listed, FM Approved: 200 psig (1379 kPa) – 3"-12" sizes



**A-2360-20**

M.J. accessories  
shipped unassembled

### Options

See pages 10.34 and 10.35 for more information on Resilient Wedge Gate Valve options

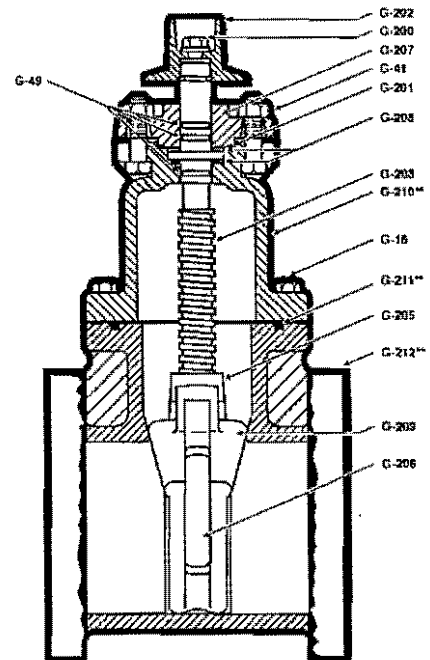
- Position indicators
- Stainless steel fasteners: Type 304, Type 316
- ASTM B98-C66100/H04 stem
- Handwheel

### Resilient wedge gate valve parts

Catalog Part No.	Description	Material	Material standard
G-16	Bonnet Bolts & Nuts	Carbon Steel	ASTM A307 Grade B, Zinc Plated
G-41	Stuffing Box Bolts & Nuts	Carbon Steel	ASTM A307 Grade B, Zinc Plated
G-49	Stem O-rings (3)	Rubber	ASTM D2000
G-200	Wrench Nut Cap Screw	Carbon Steel	ASTM A307 Grade B, Zinc Plated
G-201	Stuffing Box Seal	Rubber	ASTM D2000
G-202	Wrench Nut	Cast Iron	ASTM A126 CL.B
G-203	Stem	Bronze	ASTM B138
G-204	Hand Wheel (not shown)	Cast Iron	ASTM A126 CL.B
G-205	Stem Nut	Bronze	ASTM B62
G-206	Guide Cap Bearings	Celcon	
G-207	Stuffing Box	Cast iron	ASTM A126 CL.B
G-208	Anti-friction Washers (2)	Celcon	
G-209	Wedge, Rubber Encapsulated	Cast Iron*	ASTM A126 CL.B
G-210**	Bonnet	Cast Iron	ASTM A126 CL.B
G-211**	Bonnet O-ring	Rubber	ASTM D2000
G-212**	Body	Cast Iron	ASTM A126 CL.B

\* Fully encapsulated in molded rubber with no iron exposed

\*\* Previous to 1999 these parts on 4"-12" valves were designed with a gasket instead of an O-ring and with additional bolt holes (2"-3" sizes retain gasket design affecting these parts). Confirm the type of seal when ordering a replacement gasket or O-ring.



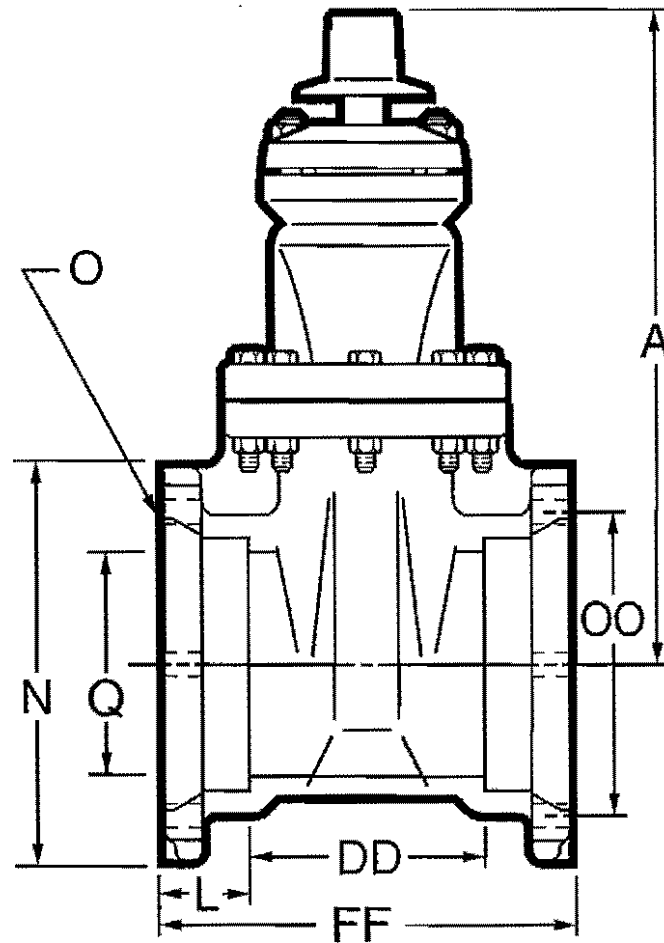
**SEE PAGE 10.39 FOR ORDERING INSTRUCTIONS**

# 2"-12" MUELLER® A-2360 RESILIENT WEDGE GATE VALVE - M.J. x M.J.

Mueller Co.

10.9

Rev. 12-01



## Dimensions

Dimension*	Nominal size						
	2"	3"	4"	6"	8"	10"	12"
A	9.88	12.38	14.19	18.00	21.50	25.50	28.62
FF	8.50	9.00	10.00	11.50	12.50	14.75	14.88
L	2.50	2.50	2.50	2.50	2.50	2.50	2.50
N	4.62	7.50	9.12	11.12	13.37	15.62	17.88
O (number and size of holes)	4-7/8	4-7/8	4-7/8	6-7/8	6-7/8	8-7/8	8-7/8
DD	3.50	4.00	5.00	6.50	7.50	9.75	9.88
Q (bore)	2.30	3.30	4.30	6.30	8.30	10.30	12.30
OO (bolt circle diameter)	5.00	6.19	7.50	9.50	11.75	14.00	16.25
Turns to open	8	11	14	20.5	26.5	33	38.5
Weight*	40	83	120	186	280	405	540

\* All dimensions are in inches. All weights include accessories are in pounds and are approximate.

**FIRE HYDRANT – MUELLER 423 SUPER CENTURION**

# MUELLER® SUPER CENTURION® FIRE HYDRANT

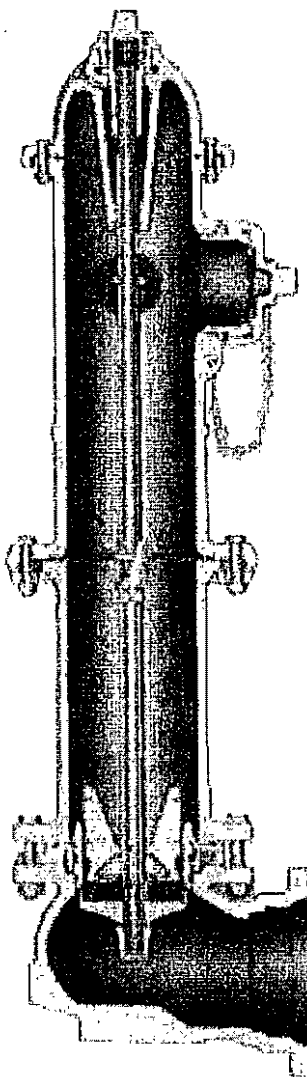
Mueller Co.

9.1

Rev. 12-01

## MUELLER SUPER CENTURION 250™ 3-Way Fire Hydrant Features

- ❑ **ANTI-FRICTION WASHER** helps assure easy turning operation for the life of the hydrant.
- ❑ **OIL FILLER PLUG** permits quick check of oil level. Lets you add oil without removing bonnet.
- ❑ **OIL RESERVOIR O-RING SEALS** seal oil in, water out.
- ❑ **STAINLESS STEEL SAFETY STEM COUPLING** - pulls free if hydrant is hit by a vehicle preventing damage to the stem and main valve. Coupling will not break into pieces that could drop into lower barrel and affect valve operation. Top of lower stem is below the top of the lower barrel so that a tire cannot depress the stem and open the main valve. Repair is easy and economical.
- ❑ **SAFETY FLANGE** - breaks cleanly to help prevent barrel damage, yet is strong enough to withstand normal handling. Allows economical repair, adding of extension section, rotation or changing of upper barrel without digging or water shut-off.
- ❑ **BRONZE UPPER VALVE PLATE** conical design for smooth flow.
- ❑ **DRAIN VALVE FACINGS** specially designed, long-life facings provide effective sealing.
- ❑ **DUCTILE IRON CAP NUT** retains main valve. Seats against cap nut gasket to prevent corrosion of stem threads. Locked in place by a stainless steel lock washer, Mueller HP Epoxy coated for durability.
- ❑ **250 PSIG** - 3-way hydrant: 250 psig (1723 kPa) maximum working pressure, 500 psig (3447 kPa)
- ❑ **SHOE DESIGNED FOR MAXIMUM FLOW AND EASY CONNECTION** with its smooth transitional contours, extended neck and integral anti-rotation pads, allowing use of standard tee-head bolts. The inside of the shoe is covered with MUELLER HP® Epoxy Coating. This thermosetting epoxy forms a tough corrosion-resistant barrier to chemicals, physical impact and electrical currents.
- ❑ **HOLD-DOWN NUT** - with integral weather seal. Design discourages unauthorized removal of the hold-down nut or bronze operating nut. Resilient wiper seal between hold-down nut and operating nut prevents water entry to protect operating nut from freezing. Wiper seal material is resistant to ultra-violet ray deterioration. O-ring seal provides second level of protection.
- ❑ **MEETS OR EXCEEDS** all applicable requirements of ANSI/AWWA C502 Standard and UL 246 and FM 1510 specifications.
- ❑ **O-RING SEALS AT BONNET, GROUND, AND SHOE FLANGES** for better leak resistance, easier maintenance.
- ❑ **SEALED OIL RESERVOIR** - O-ring sealed to prevent leakage. Provides positive lubrication of stem threads and bearing surfaces each time the hydrant is operated. Filled at the factory.
- ❑ **FULL FLOW OPENINGS** large radius hose and pumper openings produce low friction loss.
- ❑ **FIELD REPLACEABLE HOSE AND PUMPER NOZZLES** - O-ring sealed. Threaded in place and retained by stainless steel locks. Nozzles are easily replaced.
- ❑ **ELECTRO-GALVANIZED BOLTS AND NUTS** - provide corrosion protection.
- ❑ **NON-KINKING CHAINS** heavy-duty chains are securely attached to the hydrant. Special chain loop permits free turning of the cap.
- ❑ **BRONZE SEAT RING** - threaded into drain ring and O-ring sealed. Seat ring is easily removed or installed from above ground. Each time main valve is opened or closed, double drain valves force-flush both drain valve openings to keep them open for effective barrel drainage. Bronze drain valves are integral parts of main valve assembly.
- ❑ **REVERSIBLE, COMPRESSION TYPE MAIN VALVE** - closes with pressure for positive seal. Rubber material has long service life, yet is reversible providing a convenient spare in place.



Manufactured under one or more of the following: U.S. Patent No. 4,717,178; 4,842,246.

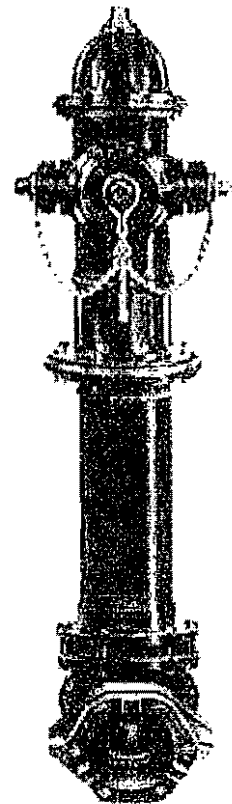
# 9.4



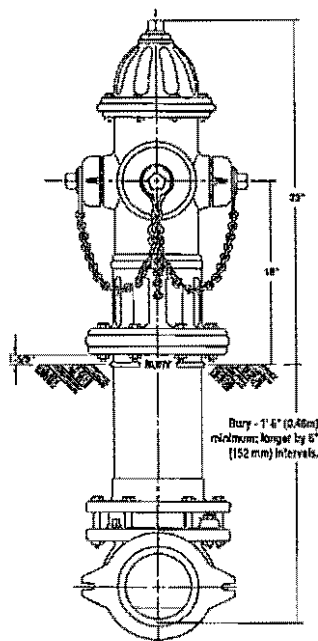
# MUELLER® SUPER CENTURION® FIRE HYDRANT

Rev. 12-01

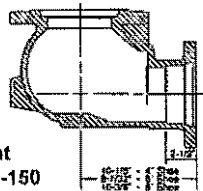
- ❑ Super Centurion 250™ 3-way catalog numbers (approved to UL 262, FM 1120/1130, ANSI/AWWA C502 Standards) -
  - A-421 4-1/2" main valve opening three way (two hose nozzles and one pumper nozzle)
  - A-423 5-1/4" main valve opening three way (two hose nozzles and one pumper nozzle)
- Super Centurion 200™ 2-way catalog numbers (approved to ANSI/AWWA C502 Standards) -
  - A-420 4-1/2" main valve opening two way (two hose nozzles)
  - A-422 5-1/4" main valve opening two way (two hose nozzles)
  - A-425 5-1/4" main valve opening two way (two pumper nozzles)
- Super Centurion 200™ 1-way catalog number (approved to ANSI/AWWA C502 Standards)-
  - A-424 4-1/2" main valve opening one way (one pumper nozzle)
- ❑ 10 year limited warranty on material and workmanship
- ❑ Meets all applicable parts of ANSI/AWWA C502 Standard
- ❑ Post type dry barrel design
- ❑ Dry top design with O-ring sealed oil reservoir
- ❑ Traffic feature with stainless steel safety stem coupling
- ❑ Compression-type main valve closes with pressure for positive seal; it is made of rubber and is conveniently reversible providing a spare for long service life
- ❑ Operating nut available in wide variety of shapes and sizes-open left or right
- ❑ Field replaceable hose and pumper nozzles
- ❑ Hose and pumper nozzles have large radius, full flow openings for low friction loss
- ❑ Contoured shoe is designed for full flow
- ❑ Dual bronze drain valves provide effective barrel drainage
- ❑ 250 psig (1723 kPa) maximum working pressure, 500 psig (3447 kPa) static test pressure for 3-way hydrants; 200 psig (1379 kPa) maximum working pressure, 400 psig (2758 kPa) static test pressure for 2-way and 1-way hydrants



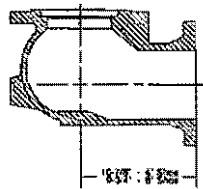
## Dimensions



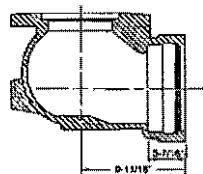
**Mechanical joint**  
standard and D-150



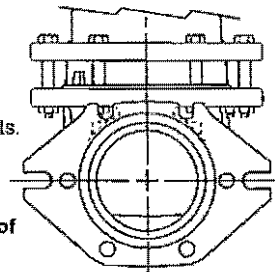
**Flange**  
ANSI 125/150 or  
PN 10/16 Drilling



**Slip-on**

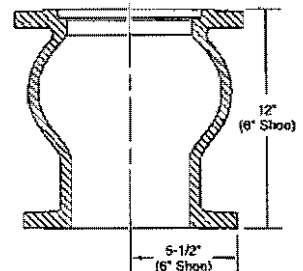


Non-rotating  
bolt design:  
cast-in pads  
eliminate need  
for anti-rotation bolts.



**Front view detail of  
Mechanical joint  
(Standard only)**

**Vertical  
Flange\***



\* 4" Vertical shoe available for  
A-420 and A-421 hydrants.

SEE PAGE 9.24 FOR ORDERING INSTRUCTIONS



## **MECHANICAL JOINT RESTRAINT – STAR 4000**



# PVC Stargrip<sup>®</sup> series 4000

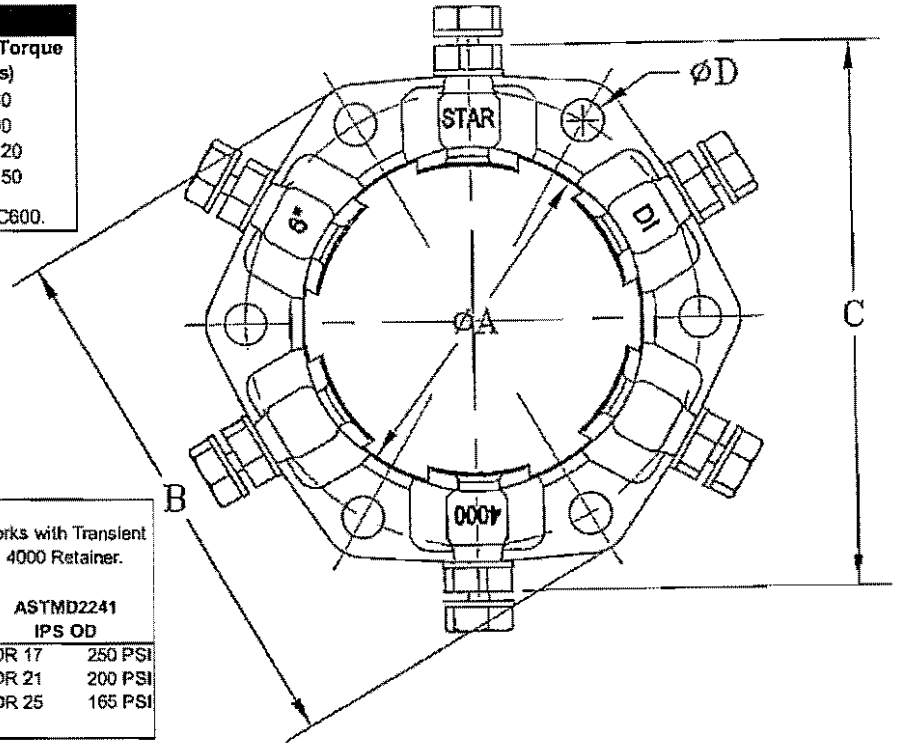
Mechanical Joint Wedge Action Restraint for  
PVC Pipe, Patent #5,071,175

## TECHNICAL INFORMATION

### T-HEAD BOLT & NUT DETAILS

Pipe Size (In.)	Bolt Size (In.)	Range of Torque (ft-lbs)
3	5/8	45-60
4-24	3/4	75-90
30-36	1	100-120
42-48	1 1/4	120-150

These torque ranges are requirements of AWWA C600.



Standardized pressure Ratings for the ordinary water works with Transient surges only. Ratings are for PVC pipes with SERIES 4000 Retainer.

ANSI/ASSA C900 CI OD		ANSI/AWWA C905 CI OD		ASTMD2241 IPS OD	
DR 14	200 PSI	DR 18	235 PSI	SDR 17	250 PSI
DR 18	150 PSI	DR 21	200 PSI	SDR 21	200 PSI
DR 25	100 PSI	DR 25	165 PSI	SDR 25	165 PSI
		DR 32.5	125 PSI		

### PVC STARGRIP SPECIFICATIONS

NOM. SIZE	C900 Pipe OD	IPS Pipe OD	ØA	B	C*	ØD	T-Bolts Size/No.	Approx WT LBS.
3"	3.96	3.50	4.09	7.79	8.50	3/4	5/8 (4)	10
4"	4.80	4.50	4.93	9.16	9.64	7/8	3/4 (4)	11
6"	6.90	6.63	7.03	11.16	11.72	7/8	3/4 (6)	15
8"	9.05	8.63	9.18	13.75	13.97	7/8	3/4 (6)	23
10"	11.10	10.75	11.23	16.00	16.18	7/8	3/4 (8)	30
12"	13.20	12.75	13.33	18.25	18.23	7/8	3/4 (8)	34
14"	15.30	N/A	15.45	20.75	20.36	7/8	3/4 (10)	49
16"	17.40	N/A	17.55	23.00	22.46	7/8	3/4 (12)	59
18"	19.50	N/A	19.65	25.25	24.56	7/8	3/4 (12)	67
20"	21.60	N/A	21.75	27.50	26.66	7/8	3/4 (14)	79
24"	25.80	N/A	25.95	32.00	30.86	7/8	3/4 (16)	102
30"	32.00	N/A	32.18	39.38	36.82	1-1/8	1 (20)	150
36"	38.30	N/A	38.48	46.25	43.12	1-1/8	1 (24)	180

\* Dimension C is after assembly on pipe.  
All dimensions in inches.



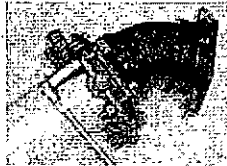
# PVC Stargrip<sup>®</sup> series 4000

Mechanical Joint Wedge Action Restraint for  
PVC Pipe, Patent #5,071,175

## INSTALLATION INSTRUCTIONS



1. The rubber gasket seals more effectively if the surfaces with which it comes in contact are thoroughly cleaned just before assembly to remove all loose rust or foreign material. Lubrication and additional cleaning should be provided by brushing both the gasket and the plain end with soapy water or pipe lubricant. Slide the PVC Stargrip on the plain end, followed by the MJ gasket.



4. While tightening T-bolts, it is essential that the gland be brought up toward the bell flange evenly, maintaining approximately the same distance between the gland and the face of the flange at all points around the socket. All T-bolts should be tightened until they are in within the torque range as listed in table.



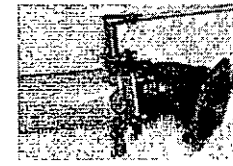
2. After insertion of the pipe into the bell of the fitting, firmly press the gasket into the gasket recess. During this process the joint should be kept straight.



5. Hand tighten the Torque-limiting twist-off Bolts in a clockwise direction until all wedges are in firm contact with the pipe surface. **IMPORTANT:** When installing sizes 4" through 12" on IPS PVC or Steel Pipe, the spacer washers must be removed from the torque limiting bolts.



3. Slide the PVC Stargrip toward the MJ bell with the gland lip against the gasket. Insert T-bolts and hand tighten nuts. **IMPORTANT:** Make deflection after joint is assembled but before tightening T-bolts.



6. Continue tightening in an alternative manner until all of the Torque-limiting twist-off Bolt heads have been twisted off. Never turn a single bolt over 180 degrees without alternating to another bolt. If removal is necessary, utilize the 1/4" hex head provided. If reassembly is required, assemble the joint in the same manner as above and tighten the wedge bolt to 90 ft. lb.

**Note:** If effective sealing is not attained at the maximum torque indicated, then the joint should be disassembled, thoroughly cleaned, and reassembled. Overstressing the bolts to compensate for poor installation practice is not acceptable.

## SAMPLE SPECIFICATIONS

Restrainer mechanism shall be integrated into the design of the follower gland. As the mechanism is activated, multiple wedging action shall be imparted against the pipe increasing its resistance as internal pressure increases. After burial of the restraining mechanism, joint flexibility shall be maintained.

The actuating bolt shall be threaded into the restraining wedge and have a 1-1/4" across the flats hex head. The actuating bolt system shall have a torque-limiting head designed to break off at preset torque levels, thus insuring proper action of the restraining device. After removal of the torque-limiting head, a 1 1/4" hex head shall remain to facilitate the removal and re-assembly of the gland. Glands shall be manufactured of high strength ductile iron in accordance with ASTM A536 Grade 65-45-12 requirements. Wedge mechanisms shall be heat-treated ductile iron, hardened to at least 370 BHN hardness.

Applicable dimensions conforming to ANSI/AWWA C111/A21.11, C110/A21.10 and C153/121.53 and shall be incorporated into the design so that the device facilitates use with standard mechanical joint sockets.

The restraining mechanism shall have a pressure rating equal to that of the pipe on which it is used and shall have a safety factor of at least 2:1. The restraining gland shall be listed by Underwriters Laboratories Inc., be approved by Factory Mutual Research, and conform to the requirements of ASTM F 1674, and UNI-B-13-94. The restraining device for C900 PVC and IPS PVC Pipe shall be Star Pipe Products PVC Stargrip Series 4000 or equal.

**MECHANICAL FITTING – TYLER C153**

# Tyler/Union

## MECHANICAL JOINT C153 DUCTILE IRON COMPACT FITTINGS

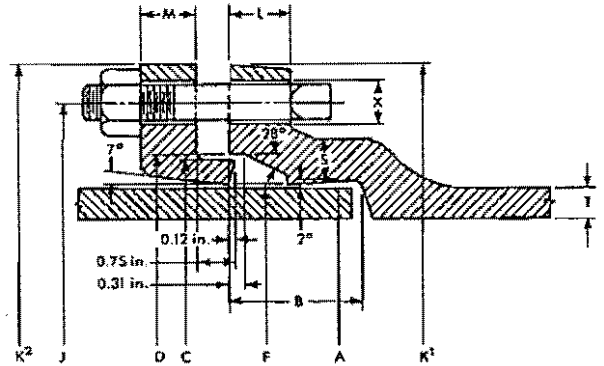
Sizes 3" thru 12" UL Listed For Fire Main Equipment

### SAMPLE SPECIFICATIONS

Mechanical Joint watermain fittings with accessories, 2" through 36" shall be produced in the USA of Ductile Iron in accordance with and meet all applicable terms and provisions of standards ANSI/AWWA C153/A21.53 ANSI/AWWA C111/A21.11 (current revisions). Ductile Iron Mechanical Joint Fittings 3" through 24" shall be rated for 350 PSI working pressure. 30" through 36" shall be rated for 250 psi working pressure

NOTE - EXCEPTIONS: Mechanical Joint Fittings with flanged branches are rated for water pressure of 250 PSI.

NOTE: Fittings are CEMENT LINED and seal coated in accordance with ANSI/AWWA C104/A21.4; also available double cement-lined, bare or epoxy coated.

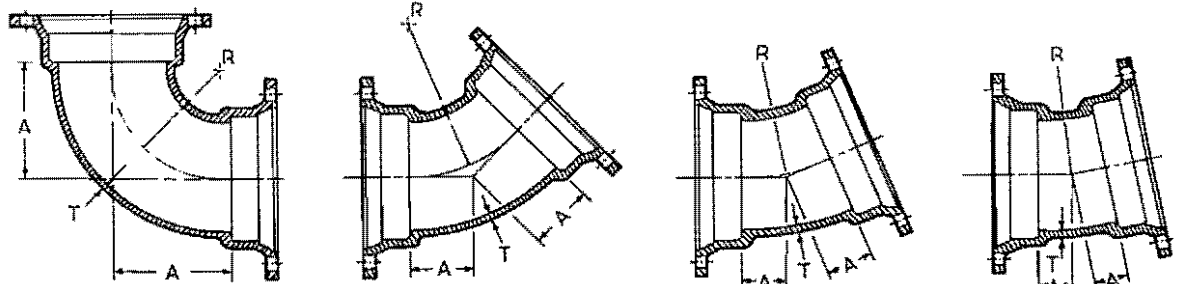


JOINT DIMENSIONS IN INCHES

BOLTS

Size	A Dia.	B	C Dia.	D Dia.	F Dia.	J Dia.	K <sup>1</sup> Dia.	K <sup>2</sup> Dia.	L	M	S	T	X	Size	No.
3	3.96	2.50	4.84	4.94	4.06	6.19	7.62	7.69	.58	.62	.39	.33	3/8	5/8x3	4
4	4.80	2.50	5.92	6.02	4.90	7.50	9.06	9.12	.60	.75	.39	.34	7/8	3/4x3 1/2	4
6	6.90	2.50	8.02	8.12	7.00	9.50	11.06	11.12	.63	.88	.43	.36	7/8	3/4x3 1/2	6
8	9.05	2.50	10.17	10.27	9.15	11.75	13.31	13.37	.66	1.00	.45	.38	7/8	3/4x3 1/2	6
10	11.10	2.50	12.22	12.34	11.20	14.00	15.62	15.62	.70	1.00	.47	.40	7/8	3/4x3 1/2	8
12	13.20	2.50	14.32	14.44	13.30	16.25	17.88	17.88	.73	1.00	.49	.42	7/8	3/4x3 1/2	8
14	15.30	3.50	16.40	16.54	15.44	18.75	20.31	20.25	.79	1.25	.56	.47	7/8	3/4x4	10
16	17.40	3.50	18.50	18.64	17.54	21.00	22.56	22.50	.85	1.31	.57	.50	7/8	3/4x4	12
18	19.50	3.50	20.60	20.74	19.64	23.25	24.83	24.75	1.00	1.38	.68	.54	7/8	3/4x4	12
20	21.60	3.50	22.70	22.84	21.74	25.50	27.08	27.08	1.02	1.44	.69	.57	7/8	3/4x4	14
24	25.80	3.50	26.90	27.04	25.94	30.00	31.58	31.50	1.02	1.56	.75	.61	7/8	3/4x4 1/2	16
30	32.00	4.00	33.29	33.46	32.17	36.88	39.12	39.12	1.31	2.00	.82	.66	1 1/8	1x5 1/2	20
36	38.30	4.00	39.59	39.76	38.47	43.75	46.00	46.00	1.45	2.00	1.00	.74	1 1/8	1x5 1/2	24

### BENDS



90° Bends (1/4)

45° Bends (1/8)

22 1/2° Bends (1/16)

11 1/4° (1/32)

Size	90° Bends (1/4)				45° Bends (1/8)				22 1/2° Bends (1/16)				11 1/4° (1/32)			
	T	A	R	Weight	A	R	Weight	A	R	Weight	A	R	Weight			
3	.34	4.5	4.0	19	2.00	3.62	17	1.50	4.98	15	1.25	7.62	16			
4	.35	5.0	4.5	26	2.49	4.81	22	1.82	6.66	20	1.55	10.70	20			
6	.37	6.5	6.0	49	3.50	7.25	39	2.59	10.50	31	1.81	13.26	29			
8	.39	7.5	7.0	64	4.00	8.44	56	2.85	11.80	50	2.06	15.80	45			
10	.41	9.5	9.0	102	5.01	10.88	78	3.35	14.35	66	2.32	18.36	59			
12	.43	10.5	10.0	129	5.98	13.25	102	3.86	16.90	87	2.56	20.90	82			
14	.51	12.0	11.5	214	5.50	12.06	155	3.93	17.25	142	2.59	21.25	136			
16	.52	13.0	12.5	273	5.98	13.25	204	3.98	17.50	178	2.62	21.50	157			
18	.59	15.5	14.0	411	7.50	14.50	292	7.50	30.19	286	7.50	60.94	283			
20	.60	17.0	15.5	519	8.00	16.88	372	8.50	35.19	376	8.50	71.07	374			
24	.62	20.0	18.5	721	9.00	18.12	490	9.00	37.69	512	9.00	76.12	487			
30	* (Available Soon see List Prices)				* (Available Soon see List Prices)				* (Available Soon see List Prices)				* (Available Soon see List Prices)			
36	* (Available Soon see List Prices)				* (Available Soon see List Prices)				* (Available Soon see List Prices)				* (Available Soon see List Prices)			

**SERVICE MATERIAL – MUELLER**

# MUELLER® BR2B & BR2S SERIES BRONZE SERVICE SADDLES - DOUBLE STRAP

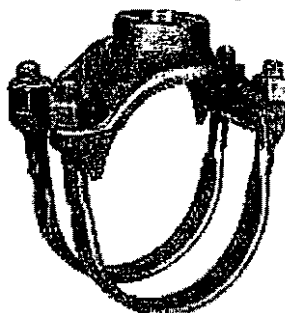
**Mueller Co.**

**4.5**

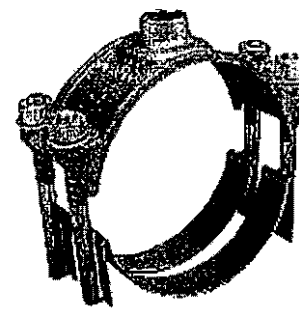
Rev. 4-01

**MUELLER® Service Saddles for use on A-C, cast iron, ductile iron, and AWWA C900 PVC plastic pipe**

- Outlet tapped with either AWWA taper (C.C.) or AWWA I.P. thread (F.I.P.T.)
- For use on A-C pipe, cast iron or ductile iron pipe and cast iron O.D. PVC pipe
- 200 psig (1379 kPa) maximum working pressure
- Available in single and double strap designs
- Brass body
- Flattened silicon bronze straps (standard)
- Optional 304L stainless steel straps
- Rolled strap threads
- O-ring sealed outlet
- 3/4" thru 2" tap sizes (5/8" some styles)
- Meets all applicable parts of ANSI/AWWA C800
- NSF 61 certified



BR 2 B Series



BR 2 S Series

## MUELLER® Service Saddles with AWWA taper thread

Pipe O.D. range		Kind and size of pipe		Bronze double strap with AWWA taper thread (C.C.)						Optional stainless steel double strap with AWWA taper thread (C.C.)							
Inch	mm	A-C	Cast or ductile iron, C900 PVC plastic pipe	Base Catalog Number	Size of tapping (add to "Base" to complete catalog number)						Base Catalog Number	Size of tapping (add to "Base" to complete catalog number)					
					5/8"	3/4"	1"	1-1/4"	1-1/2"	2"		5/8"	3/4"	1"	1-1/4"	1-1/2"	2"
4.74"-5.32"	121.0-135.0	**	4"	BR 2 B 0474 CC	062	075	100	125	150	200	BR 2 S 0474 CC	062	075	100	125	150	200
6.84"-7.45"	174.0-189.0		6"	BR 2 B 0684 CC	062	075	100	125	150	200	BR 2 S 0684 CC	062	075	100	125	150	200
8.99"-9.67"	229.0-245.0		8"	BR 2 B 0899 CC	062	075	100	125	150	200	BR 2 S 0899 CC	062	075	100	125	150	200
11.04"-12.12"	281.0-307.0		10"	BR 2 B 1104 CC	062	075	100	125	150	200	BR 2 S 1104 CC	062	075	100	125	150	200
13.14"-14.58"	334.0-370.0		12"	BR 2 B 1314 CC	062	075	100	125	150	200	BR 2 S 1314 CC	062	075	100	125	150	200
15.32"-16.88"	386.6-428.7		14"	BR 2 B 1522 CC	-	075	100	-	150	200	BR 2 S 1522 CC	-	075	100	-	150	200
17.32"-19.19"	439.9-487.4		16"	BR 2 B 1732 CC	-	075	100	-	150	200	BR 2 S 1732 CC	-	075	100	-	150	200

## MUELLER® Service Saddles with AWWA iron pipe thread

Pipe O.D. range		Kind and size of pipe*		Bronze double strap with AWWA I.P. thread (F.I.P.T.)						Optional stainless steel double strap with AWWA I.P. thread (F.I.P.T.)							
Inch	mm	A-C	Cast or ductile iron, C900 PVC pipe	Base Catalog Number	Size of tapping (add to "Base" to complete catalog number)						Base Catalog Number	Size of tapping (add to "Base" to complete catalog number)					
					3/4"	1"	1-1/4"	1-1/2"	2"	3/4"		1"	1-1/4"	1-1/2"	2"		
4.74"-5.32"	121.0-135.0	**	4"	BR 2 B 0474 IP	075	100	125	150	200	BR 2 S 0474 IP	075	100	125	150	200		
6.84"-7.45"	174.0-189.0		6"	BR 2 B 0684 IP	075	100	125	150	200	BR 2 S 0684 IP	075	100	125	150	200		
8.99"-9.67"	229.0-245.0		8"	BR 2 B 0899 IP	075	100	125	150	200	BR 2 S 0899 IP	075	100	125	150	200		
11.04"-12.12"	281.0-307.0		10"	BR 2 B 1104 IP	075	100	125	150	200	BR 2 S 1104 IP	075	100	125	150	200		
13.14"-14.58"	334.0-370.0		12"	BR 2 B 1314 IP	075	100	125	150	200	BR 2 S 1314 IP	075	100	125	150	200		
15.32"-16.88"	386.6-428.7		14"	BR 2 B 1522 IP	075	100	-	150	200	BR 2 S 1522 IP	075	100	-	150	200		
17.32"-19.19"	439.9-487.4		16"	BR 2 B 1732 IP	075	100	-	150	200	BR 2 S 1732 IP	075	100	-	150	200		

\*A-C pipe, classes 150-200 per ASTM C295 and AWWA C400 - actual O.D. of pipe being used must fall within the pipe O.D. range listed in the preceding charts. Centrifugally cast pipe, classes 50-250 per ANSI/AWWA C102/A21.2; ANSI/AWWA C106/A21.6; ANSI/AWWA C108/A21.8, and Federal specification WW-1-421. Ductile iron pipe, classes 50-56 per ANSI/AWWA C151/A21.51; Cast iron O.D. PVC plastic pipe per AWWA C900.

\*\* The outside diameter of A-C pipe varies from manufacturer to manufacturer, to make certain you select the proper clamp:

1) Determine the O.D. of the pipe at the point of saddle installation;

2) From the pipe O.D. range column of the above chart, choose a saddle that has a pipe O.D. range that includes the determined pipe diameter

These machines may be used with the service saddles illustrated on this page

Machine	Service saddle tap size					
	5/8"	3/4"	1"	1-1/2"	2"	
E-5™	X	X	X	X	X	
D-5™	-	X	X	X	X	
TRU-CUT™	-	X	X	-	-	
MEGA-CUT™	X	X	X	X	X	
PL-2™	-	X	X	-	-	

**TO ORDER SPECIFY QUANTITY, OUTLET TAPPING SIZE AND CATALOG NUMBER**

# 1-1/2" & 2" MUELLER® ORI-CORP® CORPORATION VALVES

**Mueller Co.**

**5.7**

Rev. 4-01



**H-15013**

MUELLER ORI-CORP Corporation Valve  
**Inlet:** AWWA taper (MUELLER "CC") thread  
**Outlet:** MUELLER® 110° Conductive Compression Connection for CTS O.D.\* tubing

1-1/2"	2"
--------	----



**H-15023**

MUELLER ORI-CORP Corporation Valve  
**Inlet:** AWWA I.P. thread  
**Outlet:** MUELLER 110° Conductive Compression Connection for CTS O.D.\* tubing

1-1/2"	2" **
--------	-------



**P-15013**

MUELLER ORI-CORP Corporation Valve  
**Inlet:** AWWA taper (MUELLER "CC") thread  
**Outlet:** MUELLER Pack Joint Connection for CTS O.D.\* tubing

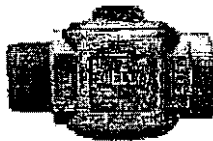
1-1/2"	2"
--------	----



**P-15023**

MUELLER ORI-CORP Corporation Valve  
**Inlet:** AWWA I.P. thread  
**Outlet:** MUELLER Pack Joint Connection for CTS O.D.\* tubing

1-1/2"	2" **
--------	-------



**H-15014**

MUELLER ORI-CORP Corporation Valve  
**Inlet:** AWWA taper (MUELLER "CC") thread  
**Outlet:** F.I.P. thread

1-1/2" †	2" †
----------	------



**H-15015**

MUELLER ORI-CORP Corporation Valve  
**Inlet:** AWWA I.P. thread  
**Outlet:** F.I.P. thread

1-1/2" †	2" †
----------	------



**H-9968**

MUELLER ORI-CORP Corporation Valve  
**Inlet:** AWWA taper (MUELLER "CC") thread  
**Outlet:** M.I.P. thread

1-1/2"	2"
--------	----



**H-9969**

MUELLER ORI-CORP Corporation Valve  
**Inlet:** AWWA I.P. thread  
**Outlet:** M.I.P. thread

1-1/2"	2" **
--------	-------

\* See charts on pages 5.10-5.13 for tubing and pipe that may be used on these connections.

\*\* For use with Service Saddle only—cannot be machine inserted.

† Requires minimum ordering quantity. Contact MUELLER Customer Service Center for minimum order requirements and availability.

NOTE: Sizes shown above represent nominal size of inlet and outlet connections.

MUELLER® Corporation Valves are manufactured and tested in accordance with ANSI/AWWA C800.



## Copper tubing - standard dimensions, weights and tolerances

Standard copper water tube size	Nominal cop- per tube size	Outside diameter			Wall thickness		Nominal inside diameter	Actual inside area	Actual net copper	Theoretical weight		Calculated ulti- mate tensile	Bursting pressure	Hydrostatic** test pressure	Safe working pressure
		O.D.	Tolerance		Nominal	Tolerance±				Nominal	±				
			Annealed	Drawn											
inches	inch	inches	inch	inch	inch	inches	sq. in.	sq. in.	lbs. per feet	per- cent	lbs.	psi	psi	psi	
-	1/4	.250	.002	-	.030	.0025	.190	.028	.021	.081	7	630	8305	1583	1038
-	3/8	.375	.002	-	.032	.0025	.311	.076	.034	.134	7	1020	5995	1099†	749
-	1/2	.500	.002	-	.032	.0025	.436	.149	.047	.182	7	1410	4530	809	566
3/8	-	.500	.0025	.001	.049	.004	.402	.127	.069	.269	7	2070	6848	1276†	856
-	5/8	.625	.0025	-	.035	.003	.555	.242	.065	.252	7	1950	3974	704	497
1/2	-	.625	.0025	.001	.049	.004	.527	.218	.089	.344	7	2670	5521	1004	690
5/8	-	.750	.0025	.001	.049	.004	.652	.334	.108	.418	7	3240	4622	827	578
3/4	-	.875	.003	.001	.065	.0045	.745	.436	.165	.641	7	4950	5239	948	655
1	-	1.125	.0035	.0015	.065	.0045	.995	.778	.216	.839	7	6480	4101	727	513
1-1/4	-	1.375	.004	.0015	.065	.0045	1.245	1.217	.267	1.04	7	8010	3366	590	421
1-1/2	-	1.625	.0045	.002	.072	.005	1.481	1.723	.351	1.36	7	10530	3155	551	394
2	-	2.125	.005	.002	.083	.007	1.959	3.014	.532	2.06	7	15960	2786	484	348

The above information was obtained from the following specification standards:  
ASTM B88-1971, AS™ B88-1971, ASTM B-251-1971, and ANSI H23.1-1970.

The bursting pressures and the hydrostatic test pressures have been figured using the nominal dimensions of the tubing and the appropriate formula listed below:

$$P = S \times \frac{(D^2 - d^2)}{.334d^2 + 1.333D^2}$$

$$P = \frac{2ts}{D - 0.8t}$$

Where S = 30,000 psi (ultimate tensile)

P = Bursting pressure (psi)

D = Outside diameter (in)

d = Inside diameter (in)

Where P = Hydrostatic pressure (psi)

t = Wall thickness (in)

D = Outside diameter (in)

S = Allowable stress of the material = 6000 psi

† This pressure listed to conform with formula. However, the tube need not be tested at a hydrostatic pressure over 1000 psi unless specified.

\* Calculated from Clavarino's formula.

\*\* Calculated from formula for thin hollow cylinders. See specifications AS™ B88-1962.

# 8D.10

**Mueller Co.**

## GROUND KEY ANGLE METER VALVES & SERVICE VALVES - 3/4"-2"

Rev. 4-99



Ground Key Angle Meter Valve  
**MUELLER 110°** Conductive  
 Compression Connection for CTS  
 O.D.\* tubing x meter flange  
 180° turn check - lock wing

**H-14277**

Catalog size	1-1/2	2††
Meter size	1-1/2	1-1/2, 2
Pipe size	1-1/2	2



Ground Key Angle Meter Valve  
**MUELLER®** Pack Joint  
 Connection for CTS O.D.\* tubing  
 x meter flange  
 180° turn check - lock wing

**P-14277**

Catalog size	1-1/2	2††
Meter size	1-1/2	1-1/2, 2
Pipe size	1-1/2	2



Ground Key Angle Meter Valve  
 Copper flare nut x meter flange  
 180° turn check - lock wing

**H-14276**

Catalog size	1-1/2	2††
Meter size	1-1/2	1-1/2, 2
Pipe size	1-1/2	2



Ground Key Angle Meter Valve  
 F.I.P. x meter flange  
 180° turn check - lock wing

**H-14286**

Catalog size	1-1/2	2††
Meter size	1-1/2	1-1/2, 2
Pipe size	1-1/2	2



Ground Key Angle Meter Valve  
 F.I.P. x F.I.P.  
 180° turn check - lock wing

**H-14285**

Catalog size	3/4
--------------	-----



**MUELLER** Solid Tee Head  
 Roundway Meter Stop  
 F.I.P. x F.I.P.  
 360° turn - lock wing

**H-10281**

Catalog size	3/4
--------------	-----

8D-VALVES/CHECKS

\*See charts on pages 8D.15 and 8D.16 for tubing and pipe that can be used with this connection.

††These valves have meter flanges double drilled to fit either 1-1/2" or 2" meters.

**MUELLER Valves and Couplings are manufactured and tested in accordance with ANSI/AWWA C800.**

**SEWER PIPE – SDR26 HEAVY WALL**



## TECHNICAL DATA

# PVC Sewer Main D-3034 SDR-26

### THE PIPE

The SDR 26 sewer pipe meets the requirements of ASTM D-3034 for heavy wall pipe and has a stiffness value that is a minimum of 2-1/2 times greater than SDR 35 pipe. Field tested for a number of years, SDR 26 has performed with outstanding results.

### PIPE DIMENSIONS

Size (inches)	Avg. O.D.	Avg. I.D.	Min. Wall	Wt. Per Foot 20'	Wt. Per Foot 13'	Feet Per Unit 20'	Feet Per Unit 13'
4	4.215	3.871	.162	1.392	1.406	960'	624'
6	6.275	5.764	.241	3.092	3.128	660'	429'
8	8.400	7.715	.323	5.554	5.621	600'	390'
10	10.500	9.644	.404	8.700	8.815	220'	143'
12	12.500	11.480	.481	12.357	12.532	160'	104'
15	15.300	14.053	.588	18.603	18.926	120'	78'

### LOCKED-IN Rieber GASKET JOINT

North American Pipe's locked-in Rieber gasket provides a superior joint design and a tightly sealed system. A special feature of the Rieber joint is its cavity molded, steel reinforced, locked-in gasket which is installed in the factory during production. Before each pipe's bell-forming process begins, the rubber compression gasket is inserted directly onto the bell-forming mandrel. The pipe section is then heated, formed and cooled as normal.

As a result, the bell is actually molded around the gasket. This forms a permanent and steadfast joint that is an integral part of the pipe, and virtually eliminates fishmouthing. Steel reinforcement provides joint rigidity and holds the gasket securely in place while still retaining the flexibility necessary for pipe contraction and expansion.

With locked-in Rieber joints, there's no problem with lost or misplaced gaskets or problems with improper gasket insertion.

# North American Pipe Corporation

## SHORT FORM SPECIFICATIONS *PVC Sewer Main D-3034 SDR 26*

### SCOPE

These specifications designate the requirements for North American Pipe Corporation PSM sewer pipe with a dimensional ratio (DR) of 26, and meeting the requirements of ASTM D 3034. The pipe will have a permanently installed reinforced rubber ring gasket in an integral bell joint.

The tests outlined herein are to be conducted with a pipe temperature of 73.4°F (±3°F)

### PIPE

Provisions shall be made for contraction and expansion at each joint by a reinforced rubber ring gasket seated in a belled end of the main. This belled end shall consist of an integral wall section with a recessed groove containing permanently installed rubber ring gasket.

### MATERIAL

The pipe shall be extruded from PVC meeting the requirements of Cell Classification 12454-B as defined in ASTM D 1784, PVC Compounds.

### FLATTENING

There shall be no evidence of splitting, cracking or breaking when the pipe is tested in the following manner:

*Flatten a specimen of pipe six inches long between parallel plates until the distance between the plates is forty percent of the outside diameter of the pipe. The rate of loading shall be uniform and such that the compression is completed within two to five minutes.*

### DROP IMPACT TEST

No shattering or splitting shall result when the following energy is impacted to a six inch long section of pipe, in accordance with ASTM method D 2444

Pipe Size (In Inches)	Impact Strength (Foot Pounds)
4	150
6 - 8	210
10 - 15	220

### PIPE STIFFNESS

Pipe shall have the following minimum pipe stiffness, at 5% deflection:

Pipe Size	Stiffness
4" - 15"	115

### ACETONE IMMERSION TEST

When tested in accordance with ASTM D 2152, a sample one inch long shall show no visible flaking or cracking after twenty minutes of immersion in a sealed container of anhydrous acetone (99.5% pure).

### JOINT TIGHTNESS

Joints shall conform to ASTM D 3212. The completed joint shall create a hydraulic seal capable of withstanding an internal hydrostatic pressure of 10.8 psi for one hour without leakage.

### ASSEMBLY INSTRUCTIONS

The ease of assembly of the North American Pipe Corporation joint means quick and economical installations with a minimum of skilled labor and regardless of the weather conditions.

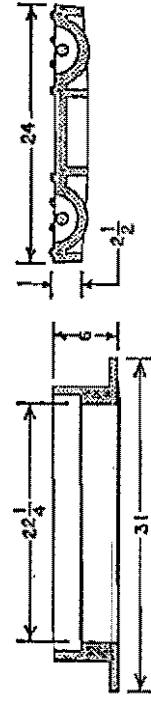
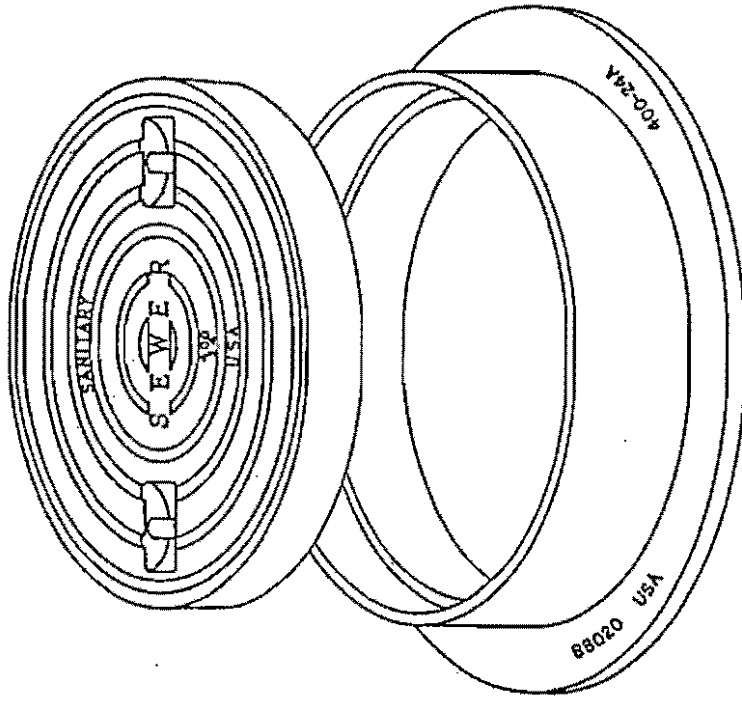
#### *Three Simple Steps:*

- 1. Clean!** With a rag or brush remove all foreign material from the inside of the bell, from the surface of the elastomeric gasket, and from the male end of the pipe.
- 2. Lubricate!** Apply a thin coat of lubricant to the beveled end of the pipe. Lubricate up to the stop mark.
- 3. Push!** Align the bell and male end of the pipe. Then push together for a tight, leakproof joint.

## North American Pipe Corporation

3348 Industrial Drive  
Wichita Falls, TX 76306-3735  
Phone: (940) 855-4100 FAX: (940) 855-7680

**SEWER CASTING – MANHOLE 400-24**



# 400-24                      LID 183 lbs.  
    RING 214 lbs.  
 Manhole Ring & Cover     SET 397 lbs.

## **SEWER FITTING – MULTI FITTING**



# TRENCH TOUGH™ GASKETED SEWER FITTINGS



## CORROSION TOUGH

High molecular weight PVC used in Multi Trench Tough fittings will neither rust nor corrode in aggressive soils. They will not deteriorate when in contact with commonly found chemicals present in effluent or in the ground. This eliminates the need for costly sacrificial anodes and expensive protective coatings often used with metal and concrete fittings. For more information on the excellent chemical resistance of PVC, please refer to our Chemical Resistance Guide.



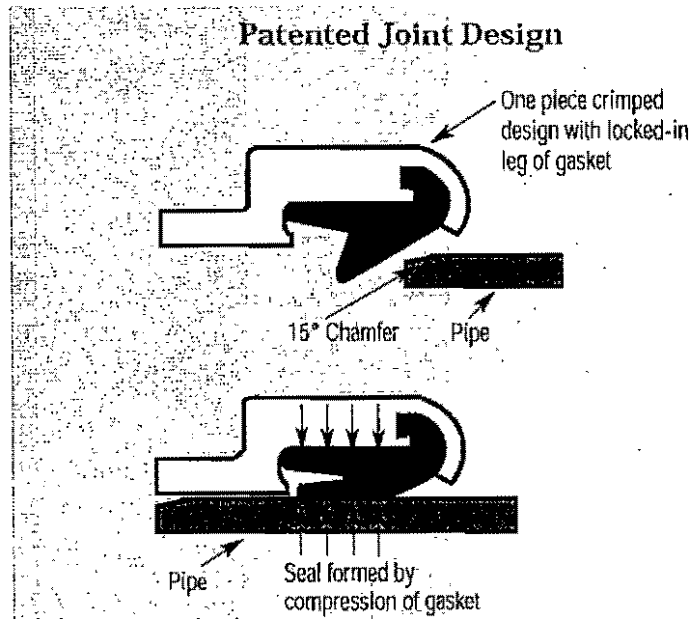
## JOINT TOUGH

### Designed With The Environment in Mind

Multi's molded Trench Tough gasketed sewer fittings are designed to meet the demands of the next century. The unique design began with the development of an engineered gasketing system.

In 1992, Multi developed a one piece crimped design wedge gasket with a locked-in leg. The gasket material is optimally designed for a durometer rating of 45 which ensures a water-tight joint every time.

The patented locked-in design gives a 35% compression ratio for the sealing area. This is one of the highest gasket sealing surface areas available in the market today. The patented locked-in design eliminates the possibility of displacement or "fish mouthing" of the gasket during spigot insertion.



### The Tightest Joint in the Industry

As an added quality control assurance, Multi has third party tested the gasketed seal to 15 psi positive pressure and 10.8 psi vacuum pressure. Both of these tests are conducted with the joint in straight alignment, deflected 5°, and load deflected 5%.

All Multi gasketed sewer fittings are capable of handling a 15 psi internal pressure providing one of the tightest joints in the industry. The pressure rating of the gasketed joint adds a safety factor and may allow pipe and fittings to be used in a common trench with potable water lines.

These watertight assemblies protect underground water systems against contamination, prevent the deterioration of surface structures such as roads and reduce the overall costs of sewage treatment. Infiltration and exfiltration are reduced well below the stringent 50 U.S.gal./in.dia./mile/day allowed for PVC pipe and fittings.

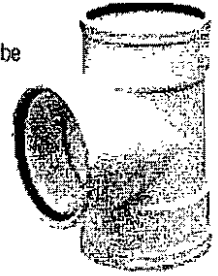
Joint Tightness			
	ASTM	Canadian Standards Assoc	Multi Fittings
<b>Standard</b>	D3034, F1336, F679	GSA B182.2	Quality Control
<b>Positive Pressure (psi)</b>	10.8 psi	15.0 psi	15.0 psi
<b>Vacuum Pressure (psi)</b>	10.8 psi	10.8 psi	10.8 psi
<b>Time (minutes)</b>	10 min.	10 min.	10 min

## SHORT FORM SPECS FOR TRENCH TOUGH™ SEWER FITTINGS



### TRENCH TOUGH™ SDR35 GASKETED SEWER FITTINGS

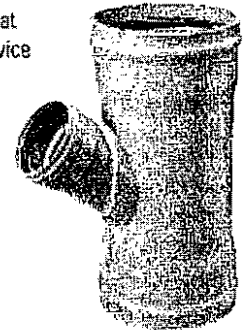
All Gasketed Sewer Fittings 4" through 15" shall be molded and comply with ASTM F1336 and D3034 standards. All fittings shall be manufactured from a high molecular weight compound having a minimum cell classification of 12454 or 13343 per ASTM D1784. All molded Wyes, T-Wyes and Tees must be a minimum of a SDR26 thickness where the branch connects to the body of the fitting. In addition, all outlets 4" through 6" service branches and bells must have a minimum of a SDR26 thickness. Materials used for gaskets must conform to the requirements of ASTM F477 or F913. All fittings must be manufactured with a locked-in gasket having a durometer rating of 45. These fittings must be third party certified to CSA B182.1 and/or CSA B182.2.



**Approved product: Multi Trench Tough SDR35 Sewer Fitting**

### TRENCH TOUGH™ SDR35 FABRICATED GASKETED SEWER FITTINGS

All fabricated Gasketed Sewer Fittings 18" through 48" shall be made from segments of third party certified SDR35 pipe that exceeds the requirements of ASTM F679. The fittings shall consist of butt fused or welded pipe and solvent cemented service branches. All 4" through 6" service branches must be a minimum of SDR26 wall thickness. The fittings must conform to ASTM F1336 and F679 standards. All fittings shall be third party certified to CSA B182.1 and/or CSA B182.2



**Approved product: Multi Trench Tough SDR35 Sewer Fitting**

**Multi Trench Tough SDR35 Gasketed Sewer Fittings meet these standards:**



ASTM F1336, F679  
& D3034



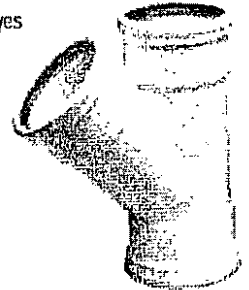
CSA B182.1  
CSA B182.2



IAPMO  
File Number: 1575

### TRENCH TOUGH™ SDR26 HEAVY WALL SEWER FITTINGS

All heavy wall SDR26 gasketed sewer fittings shall conform to ASTM F1336 and D3034 and shall be manufactured from a high molecular weight compound having a minimum cell classification of 12454 or 13343 as prescribed in ASTM D1784. All molded Wyes, T-Wyes and Tees must be a minimum of a SDR24 thickness for body of the fitting. In addition, all outlets 4" through 6" service branches, bells and bodies must have a minimum of a SDR24 thickness. Materials used for gaskets must conform to the requirements of ASTM F913 or ASTM F477. All fittings must have a locked-in grey color coded gasket.



**Approved product: Multi Trench Tough SDR26 Heavy Wall Sewer Fitting**

**Multi Trench Tough SDR26  
Heavy Wall Sewer Fittings  
meet these standards:**

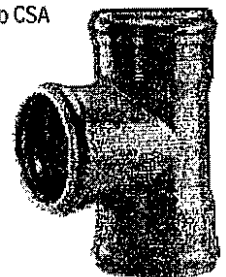


ASTM F1336  
ASTM D3034

### TRENCH TOUGH™ CIOD SEWER FITTINGS FOR C900 PIPE

4" to 8" CIOD gasketed sewer tees, couplings, elbows, plugs and reducers shall conform to AWWA C907 and be third party certified to CSA B137.2. They shall be UL listed and FM approved. All other configurations must have a minimum DR18 wall thickness. DR18 fittings shall be made from a compound with a minimum cell classification of 12454 per ASTM D1784. The compound must have a minimum Hydrostatic Design Basis of 4,000 psi and must be listed with the National Sanitation Foundation.

\*Fabricated CIOD fittings shall be made from segments of DR18 AWWA C900 or C905 pipe bonded together and over-wrapped with fibreglass-reinforced polyester. The pipe stock used to manufacture the fittings must be third party certified to CSA B137.3 and conform to AWWA C900/C905.



**Approved product: Multi Trench Tough CIOD Sewer Fitting**

**Multi Trench Tough CIOD Sewer Fittings meet these standards:**



AWWA C907  
4" to 8"

**NSF-61**

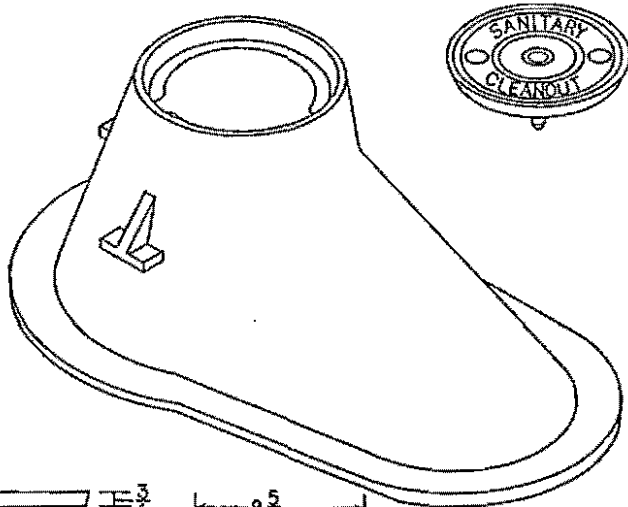
Compound listed by  
National Sanitation Foundation  
for potable water service



CSA B137.2  
4" to 8"

\*This does not apply for all configurations. See above paragraph.

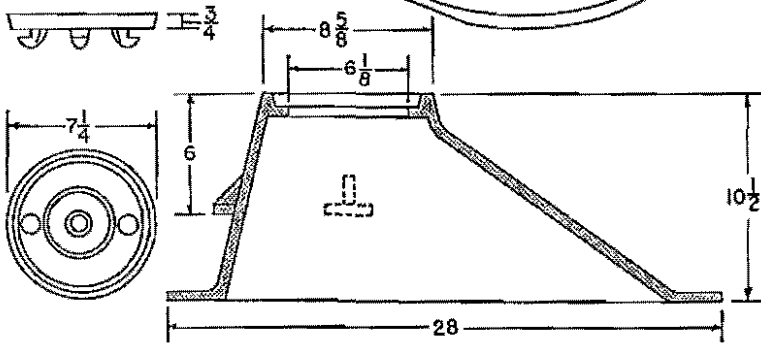
**SEWER CASTING – CLEANOUT 404**



# 339

Sanitary Cleanout Boot

BASE 92 lbs.  
LID 8 lbs.  
SET 100 lbs.

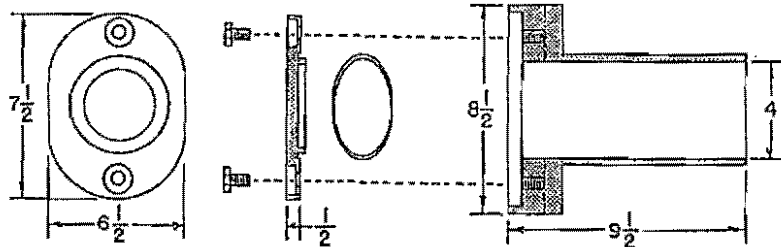
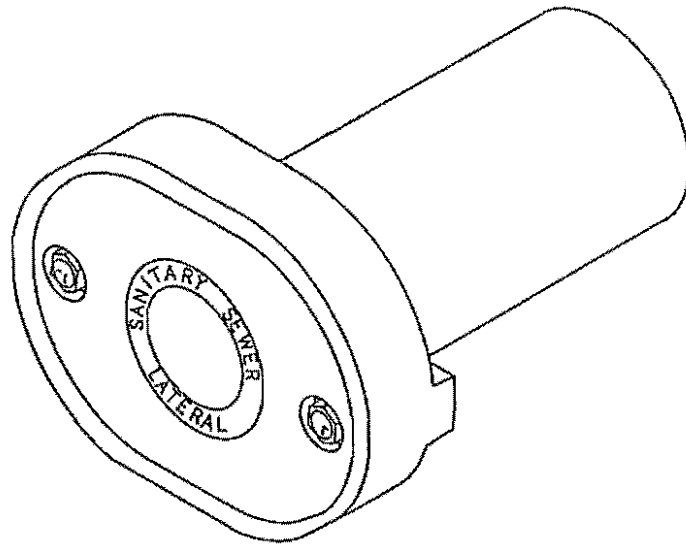


# 404

Lateral Cleanout

With Gasket, two Bolts

BASE 11 lbs.  
LID 4 lbs.  
SET 15 lbs.





*25th*  
*Anniversary*  
1978-2003

**COWLES & THOMPSON**  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

December 12, 2003

**VIA FACSIMILE (972) 450-7065**

Ms. Carolyn Burgette  
Accounting Manager  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 4, Spectrum Drive Right-of-Way Project**

Dear Carolyn:

In connection with the above-referenced matter, enclosed are copies of the following documents:

1. Executed Purchaser's Settlement Statement;
2. Right-of-Way Deed; and
3. Memorandum of Agreement.

Please forward the amount shown on the Purchaser's Statement to American Title Company and American Title will forward the purchase price to the Seller. Wiring instructions are enclosed. Thank you for your assistance.

Sincerely,

Angela K. Washington

AKW/yjr  
Attachments

c(w/Attachments): Steve Chutchian *Via Facsimile (972) 450-2837*  
(w/o Attachments) Mr. Ken C. Dippel, w/firm

AMERICAN TITLE COMPANY  
PURCHASER'S STATEMENT

DATE:	GF NO:	TRANS-C
SALE FROM: Utah State Retirement Investment	TO:	City of Addison
PROPERTY: 2044 1/2 St. E. G.W. Fisher Bldg. A-402		
PURCHASE PRICE:		8,700.00
Owner's Policy of Title Insurance	\$	304.00
Survey Fee to American Title	\$	300.00
Tax Certificate to American Title	\$	46.00

PLUS: CHARGES

Filing Fee to County Clerk:			
WD	25.00	BT	UCD
County UCC Filing	50.00		85.00
Loan Charges and Fees due to	175		
Orig. Fee		Credit Report	
Appt. Fee		Phone	
Loan Transfer fee or assignment fee	275		
Fees to Title Co.: American Title Company			
Title Policy/Owner	214.00	Mortgage	
Binder		Stamp	100.00
Survey District		Fed. Expense	
		Catalog	85.00
			204.00
Tax Certificate	46.00		46.00
Survey Fee to Recorder's Office			
Record Insurance Premium to Tax and Insurance associated with			
	30 Months	Rate per Month	Total
Tax deposit			
Miscellaneous			
Mortgage Insurance			
Interest FROM		to	
Personal Property tax proration	from	to	
Real proration	from	to	
Tax proration	from	to	
<b>TOTAL CHARGES</b>			<b>704.00</b>
<b>GROSS AMOUNT DUE BY PURCHASER</b>			<b>9,404.00</b>

LESS: CREDITS

Down pymt. of earnest money paid to Loan from			
Personal property tax proration	from	to	
Tax proration	from	to	
Real proration	from	to	
Security Deposit			
<b>TOTAL CREDITS</b>			<b>-6,704.00</b>
<b>TOTAL DUE TO (BY) PURCHASER</b>			<b>-6,704.00</b>

Buyer hereby certifies that the County of Summit Agent has furnished the information appearing hereon to the best of his/her knowledge and belief and that the same is true and correct. Any and all other copies of this document are hereby acknowledged to be true and correct copies of the original. The undersigned hereby certifies that the information appearing hereon is true and correct to the best of his/her knowledge and belief. The undersigned hereby certifies that the information appearing hereon is true and correct to the best of his/her knowledge and belief. The undersigned hereby certifies that the information appearing hereon is true and correct to the best of his/her knowledge and belief.

City of Addison  
By: [Signature]  
Title: [Title]

ENDORSE OR CLOSING AGENT  
Print title (For:)

AMERICAN TITLE COMPANY
PURCHASER'S STATEMENT

DATE: \_\_\_\_\_ GF NO: 708858-C
SALE FROM: Utah State Retirement Investment TO: City of Ancelem
PROPERTY: 0048 acre in the G.W. Fisher Survey, A-482

PURCHASE PRICE: \$ 8,000.00
Owner's Policy of Title Insurance \$ 154.00
Escrow Fee to American Title \$ 300.00
Tax Certificate to American Title \$ 45.88

PLUS: CHARGES

Filing fees to County Clerk:
WD 20.00 DT UCC
County UCC Filing 35.00 \$ 55.00
Loan Charges and fees due to Orig. Pmt Credit Report
Amort Sched. Phone
Appr. Fee
Loan transfer fee or assumption fee
Fees to Title Co.: American Title Company
Title Policy/Owner 254.00 Mortgage Escrow 300.00
Binder Fed. Express 50.00
Survey Deletion 50.00
Tax Certificate 45.88
Survey Fee to Attorney's Fees
Hazard Insurance premium to Tax and Insurance increased with
Tax deposit
Hazard Insurance
Mortgage Insurance
Interest from
Personal Property tax proration
Rent proration
Tax proration

TOTAL CHARGES \$ 704.86
GROSS AMOUNT DUE BY PURCHASER \$ 8,704.86

LESS: CREDITS

Down pmt. or earnest money paid to Loan from
Personal property tax proration
Tax proration
Rent proration
Security Deposits

TOTAL CREDITS \$
TOTAL DUE TO(BY) PURCHASER \$ -9,704.86

Purchaser understands the Closing or Escrow Agent has assembled the information required for the transaction from the best information available from their sources and cannot guarantee the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this statement. Purchaser agrees to hold the insurance premiums and reserves when listed on figure for the preceding year or supplied by others, or estimate for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller agent. The undersigned hereby authorizes AMERICAN TITLE COMPANY to make supplemental and adjustments as shown above and approved hereafter provided. The undersigned also acknowledges receipt of Loan Funds in the amount shown above and receipt of a copy of this statement.

City of Ancelem
BY: \_\_\_\_\_ BY: \_\_\_\_\_
ITB: \_\_\_\_\_ ITB: \_\_\_\_\_

ESCROW OR CLOSING AGENT
FORM 100 (10/91)



After Recording Return To:

Kim Hiebert  
James Daniels & Assoc.  
9237 Vista Way  
Ft. Worth, TX 76126

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

**RIGHT-OF-WAY DEED**

DATE: August 28, 2003

GRANTOR: Utah State Retirement Investment Fund  
540 EAST 700 SOUTH  
SALT LAKE CITY, UT 84102

GRANTEE: Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a retirement investment fund organized and existing under the laws of the State of Utah for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Utah State Retirement Investment Fund

By: Devon W. Olson  
Print Name: Devon W. Olson  
Print Title: Director - Real Estate

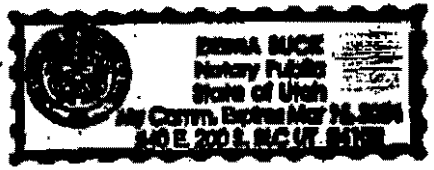
UTAH  
STATE OF TEXAS §  
SALT LAKE §  
COUNTY OF DALLAS §

Before Me, the undersigned notary public in and for said county and state, on this 28 day of August, 2003, personally appeared Devon Olson on behalf of Utah Retirement Systems, a Trust and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Debra Buck  
Notary Public, State of Texas Utah  
Print Name: Debra Buck

My Commission Expires:  
3-16-04



**EXHIBIT A****SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 4**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of the final plat of 15851 Dallas North Parkway Addition, an addition to the Town of Addison, Texas as recorded in Volume 85021, Page 1686 of the Deed Records of Dallas County, Texas and being a portion of a tract of land described in instrument to the Utah State Retirement Investment Fund as recorded in Volume 96003, Page 1968 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the northwest corner of said 15851 Dallas North Parkway Addition, said point being on the platted southerly right-of-way line of Airport Parkway (55 foot right-of-way at this point as per said plat) from which a 1/2 inch iron rod found with "Powell & Powell" cap for the southwest corner of said addition, bears South 00 degrees 08 minutes 23 seconds West at a distance of 360.13 feet;

THENCE South 89 degrees 09 minutes 39 seconds East along the said southerly right-of-way line of Airport Parkway and northerly line of said addition a distance of 20.00 feet to a 5/8 inch iron rod set with Huit-Zollars yellow plastic cap for a corner;

THENCE South 45 degrees 29 minutes 22 seconds West departing said southerly right-of-way line of Airport Parkway and northerly line of said addition a distance of 28.11 feet to a 5/8 inch iron rod set with Huit-Zollars yellow plastic cap for a corner on the westerly line of said addition;

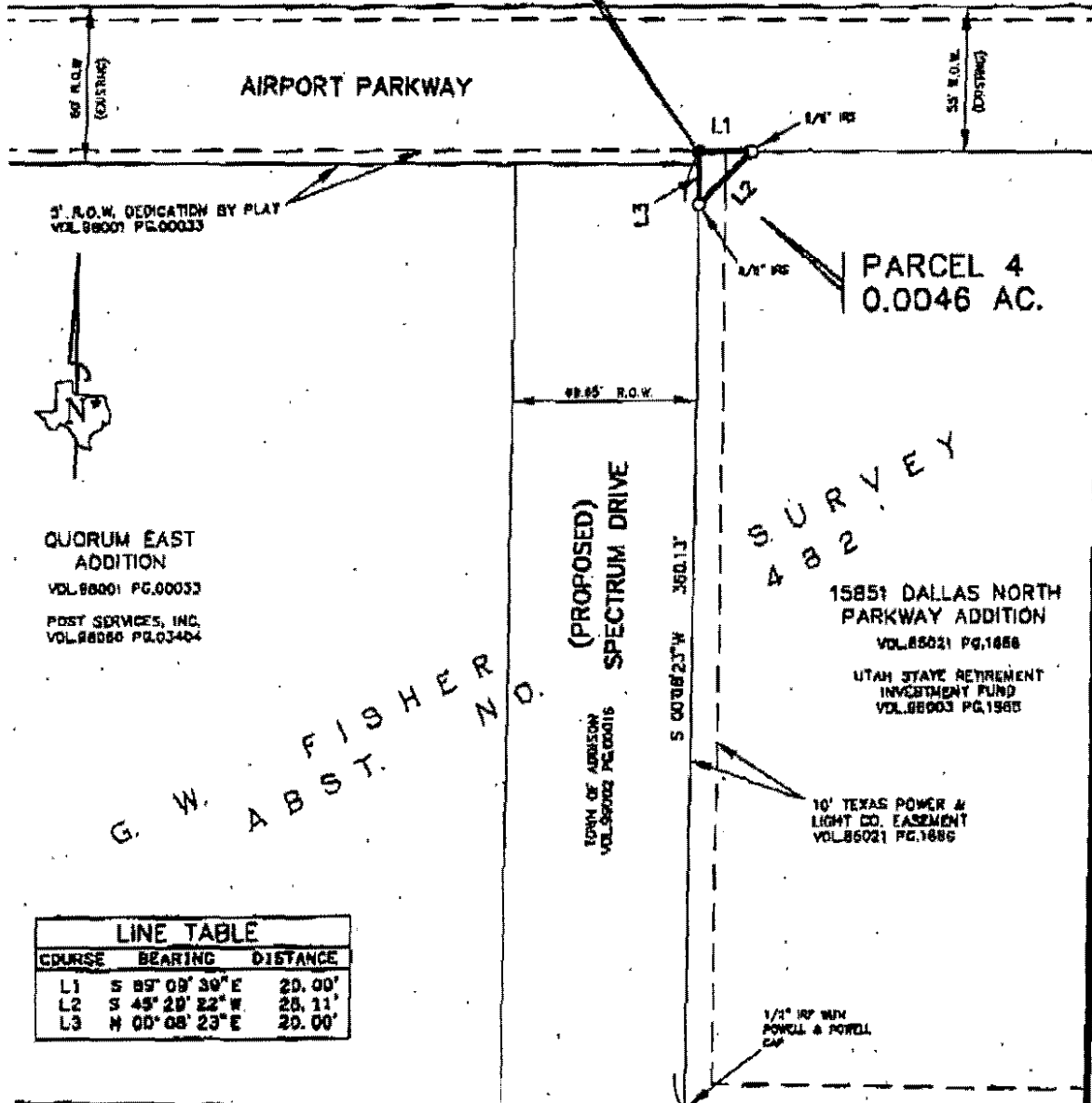
THENCE North 00 degrees 08 minutes 23 seconds East along the westerly line of said addition a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.0046 of an acre of land, more or less.

HARRIS ADDITION  
VOL.78017 PG.1087  
LOT 1 BLOCK A

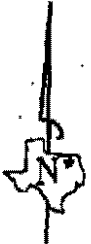
POINT OF BEGINNING  
1/2" IRF

EXHIBIT B

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.



5' R.O.W. DEDICATION BY PLAT  
VOL.88001 PG.00033



QUORUM EAST ADDITION  
VOL.88001 PG.00033  
POST SERVICES, INC.  
VOL.88080 PG.03404

G. W. A B S T. F I S H E R N O.

(PROPOSED) SPECTRUM DRIVE

PARCEL 4  
0.0046 AC.

SURVEY

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1888  
UTAH STATE RETIREMENT INVESTMENT FUND  
VOL.88003 PG.1988

10' TEXAS POWER & LIGHT CO. EASEMENT  
VOL.85021 PG.1888

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 09' 39" E	20.00'
L2	S 45° 29' 22" W	28.11'
L3	N 00° 08' 23" E	20.00'

PAGE 2 OF 2

This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. J. Yarbuddy*  
Eric J. Yarbuddy, Registered Professional Land Surveyor, Texas No. 4582

LEGEND  
IR5 = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

0 50 100  
SCALE: 1" = 60'

BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

HUITT-ZOLLARS  
201 McKinney Avenue, Suite 600  
Dallas, Texas 75204-3408  
Tel (214) 671-0371 Fax (214) 671-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 4  
OWNER: UTAH STATE RETIREMENT INV. FUND  
AREA: 0.0046 AC. DATE: 11/05/2002

**Memorandum of Agreement**

Utah State Retirement Investment Fund, referred to in this Memorandum as "Grantor", agrees to grant to the City of Addison, Texas, "Grantee", right-of-way on Grantor's property located in Dallas County, Texas, and described more particularly in Exhibit "A" which is attached to this Memorandum.

The amount to be paid for the right-of-way is \$5,000.00.

The conveyance and granting of the right-of-way is subject to the terms and conditions stated in the Right-of-Way Deed attached hereto.

Dated: 8/28/03

GRANTOR: Utah State Retirement Investment Fund

By: Devin W. Olson

GRANTEE: City of Addison

By: R.E. [Signature] 9/4/03  
CITY ENGINEER

9/4/03  
DATE

[Signature]  
ASSISTANT CITY MANAGER

WIRING INSTRUCTIONS  
COMPASS BANK

COMPASS BANK #195  
DALLAS, TEXAS

ABA #: 113010547

CREDIT: AMERICAN TITLE COMPANY

ACCOUNT #: 76520003

PLEASE INCLUDE GF #: 793956/C

ATTN: ~~Marla Brimer / Melinda Gamble~~  
~~972-789-8473 OR 972-789-8455~~

Sandy Smith / Dee Ellison  
972-789-8417 OR 972-789-8433

*25th*  
*Anniversary*  
1978-2003

**COWLES & THOMPSON**

A Professional Corporation

ATTORNEYS AND COUNSELORS

**FACSIMILE COVER PAGE**Date: December 12, 2003

Time: \_\_\_\_\_

Total Number of Pages (including this sheet): 10Normal/Rush: NormalClient/Matter #: 3195/25211TO: (1) Carolyn Burgette  
(2) Steve ChutchianFAX: 972.450.7065  
FAX: 972.450.2837PHONE:  
PHONE:FROM: Angela K. WashingtonDirect Dial #: (214) 672-2144MESSAGE: RE: **Parcel 4, Spectrum Drive Right-of-Way Project**

**IF YOU HAVE ANY PROBLEMS WITH THIS TRANSMISSION,  
PLEASE CALL**

Yolanda Rodriguez at (214) 672-2629

Thank you.

**IMPORTANT/CONFIDENTIAL:** This message is intended only for the use of the individual or entity to which it is addressed. This message contains information from the law firm of Cowles & Thompson which may be privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee, or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at our telephone number (214) 672-2000. We will be happy to arrange for the return of this message to us, via the United States Postal Service, at no cost to you.

DALLAS TYLER

901 MAIN STREET SUITE 4000 DALLAS, TEXAS 75202-3793  
TEL 214.672.2000 FAX 214.672.2020  
WWW.COWLESTHOMPSON.COM



T O W N O F  
**ADDISON**  
®

FINANCE DEPARTMENT/PURCHASING DIVISION

E-mail [msuh@ci.addison.tx.us](mailto:msuh@ci.addison.tx.us)

Facsimile (972) 450-7096

5350 Belt Line Road (972) 450-7091

P.O. Box 9010 Addison, Texas 75001

December 9, 2003

Jodie Couch  
Site Concrete, Inc.  
3340 Roy Orr  
Grand Prairie, TX 75050

**NOTICE OF AWARD: Spectrum Drive North/South Extension**

Dear Ms. Couch:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 04-03.

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

Please send the signed contracts along with the necessary insurance certificates and bonds as soon as possible, but no later than December 19, 2003. Once we receive these items a Notice to Proceed will be issued.

If you have any questions or if I can be of assistance to you, please contact me at 972-450-7091.

Sincerely,

Minok Suh  
Purchasing Coordinator

Enclosures

Copy: Steve Chutchian  
Luke Jalbert  
Bryan Piper, Site Concrete, Inc.



SECTION CA  
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 9 day of December, 2003, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Site Concrete, Inc., of the City of Grand Prairie, County of Dallas, State of TX, 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:

**Spectrum Drive North/South Extension**

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions 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 210 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 \$ 2,536,979.50 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

TOWN OF ADDISON  
(OWNER)

ATTEST:

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

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Party of the Second Part  
(CONTRACTOR)

ATTEST:

\_\_\_\_\_

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

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

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ of said corporation; that said     (official title)     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

December 9, 2003

Jodie Couch  
Site Concrete, Inc.  
P.O. Box 154489  
Irving, TX 75015-4489

**NOTICE OF AWARD: Spectrum Drive North/South Extension**

Dear Ms. Couch:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 04-03.

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

Please send the signed contracts along with the necessary insurance certificates and bonds as soon as possible, but no later than December 19, 2003. Once we receive these items these items a Notice to Proceed will be issued.

If you have any questions or if I can be of assistance to you, please contact me at 972-450-7091.

Sincerely,

Minok Suh  
Purchasing Coordinator

Enclosures

Copy: Steve Chutchian  
Luke Jalbert  
Bryan Piper, Site Concrete, Inc.

26

After Recording Return To:

Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

TOWN OF ADDISON

2656390

SPECIAL WARRANTY DEED       4306718       \$26.00 Deed  
  12/02/03

DATE: November 14, 2003

GRANTOR: Post Services, Inc.  
One Riverside  
4401 Northside Pkwy S-800  
Atlanta, GA 30327

GRANTEE: Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.
- (3) Representations and warranties of Grantee provided herein.

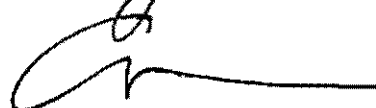
**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

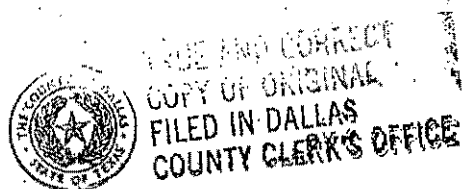
See Exhibit A (Field Note Description for Parcel 5A) and Exhibit B (Survey Depiction for Parcel 5A) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a corporation organized and existing under the laws of the State of Georgia for the consideration described above grants, sells, and conveys to Grantee the Property (subject to the Reservations from Conveyance described herein), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's

2003236 00027

Steve,  
This is the last of the ones  
I was working on.  




heirs, executors, administrators, successors, and assigns forever. Grantor does hereby bind itself and Grantor's heirs, executors, administrators, successors, and assigns to Warrant and forever Defend all and singular the premises herein conveyed unto Grantee and its heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**RESERVATIONS FROM CONVEYANCE:**

(a) Grantor reserves all of the oil, gas and sulfur in and under the land herein conveyed, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Nothing in this reservation shall affect the title and rights of Grantee to take and use all other minerals and materials thereon, therein and thereunder.

(b) Grantor reserves the right to use the Property for access to and from the Remainder and to install driveways and other facilities necessary for such access subject to Grantee's reasonable approval of the location and extent of same.

**REPRESENTATIONS AND WARRANTIES:**

As an inducement to execute and deliver this Deed, Grantee agrees, represents and warrants to Grantor that:

(a) The Property hereby conveyed may be used as a public right-of-way for the passage of pedestrian traffic, including (without limitation) sidewalks, landscaping, utilities and drainage, or for any other customary use of public right-of-way as Grantee determines necessary or desirable.

(b) No additional assessments or fees for this Project in excess of those established prior to the date of this agreement shall be required of Grantor. For purposes of this paragraph, the term "this Project" means the Spectrum Drive Right-of-Way Project approved by the Town of Addison 2000 Bond Program.

(c) The Property is part of a lot governed by a plat approved by Grantee on December 9, 1997. Nothing in this conveyance shall require replatting or additional plat dedications prior to development of the remainder of the lot pursuant to the lot configuration approved by said plat, and Grantee agrees that the Property shall continue to be a part of the platted lot or development site for purposes of measuring or calculating lot area, setbacks, permissible floor area ratio, landscape area, sign placement or for the application of any and all other applicable development or zoning regulations.

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

203236 00028



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

(b) The consideration described above shall be deemed full compensation for the conveyance of the Property and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(c) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

**GRANTOR:**

**POST SERVICES, INC.**  
a Georgia Corporation

By: [Signature]  
Print Name: John B. Myers  
Print Title: Executive Vice President

**GRANTEE:**

**TOWN OF ADDISON**  
a Texas Municipal Corporation

By: [Signature]  
Print Name: Ron Whitehead  
Print Title: City Manager

203236 00029



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

STATE OF Georgia §  
COUNTY OF Fulton §

BEFORE ME, the undersigned notary public in and for said county and state, on this 14 day of November, 2003, personally appeared John B. Mears, Executive Vice President on behalf of Post Services, Inc., a Georgia corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Jennifer D. Benne  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

June 25, 2007

[SEAL]



STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this 20<sup>th</sup> day of November, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

Gayle Walton  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

July 16, 2005

[SEAL]



2003236 00030



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 5**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner, from which a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap bears South 00 degrees 08 minutes 23 seconds West at a distance of 334.90 feet;

THENCE North 44 degrees 30 minutes 38 seconds West departing said westerly line of the Town of Addison tract a distance of 28.46 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the said southerly right-of-way line of Airport Parkway;

THENCE South 89 degrees 09 minutes 39 seconds East along the southerly right-of-way line of said Airport Parkway a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.0046 of an acre of land, more or less.

2003236 00031



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE



**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 5A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the westerly side of Spectrum Drive and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for THE POINT OF BEGINNING;

THENCE continuing South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 334.90 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the platted southerly line of said Quorum East Addition;

THENCE North 89 degrees 04 minutes 54 seconds West along the southerly line of said Quorum East Addition a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 08 minutes 23 seconds East departing the southerly line of said Quorum East Addition a distance of 339.90 feet to a point for a corner;

THENCE South 44 degrees 30 minutes 38 seconds East a distance of 7.11 feet to the POINT OF BEGINNING and containing 0.0387 of an acre of land, more or less.

203236 00032



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

HARRIS ADDITION

VOL.78017 PG.1067

LOT 1 BLOCK A

POINT OF BEGINNING

5/8" IRS WITH HUITT-ZOLLARS YELLOW CAP

NOTE:

Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

60' R.O.W. (EXISTING)

AIRPORT PARKWAY

POINT OF COMMENCING - PARCEL 5A

55' R.O.W. (EXISTING)

5/8" IRS

L3

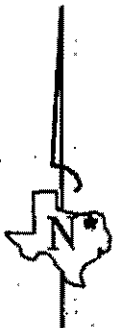
1/2" IRF

5' R.O.W. DEDICATION BY PLAT VOL.98001 PG.00033

PARCEL 5  
0.0046 AC.

POINT OF BEGINNING - PARCEL 5A

5/8" IRS  
S 44°30'38"E 7.11'



(PARCEL 5A - 0.0387 AC.)

69.65' R.O.W.

QUORUM EAST ADDITION

VOL.98001 PG.00033

POST SERVICES, INC.  
VOL.98060 PG.03404

(PROPOSED)  
SPECTRUM DRIVE

A B S T. SURVEY

15851 DALLAS NORTH PARKWAY ADDITION

VOL.85021 PG.1686

UTAH STATE RETIREMENT INVESTMENT FUND  
VOL.96003 PG.1968

G. W. A B S T. FISHER

N 00°08'23"E 339.90'

S 00°08'23"W 334.90'

S 00°08'23"W 360.13'

TOWN OF ADDISON  
VOL.99002 PG.00016

10' TEXAS POWER & LIGHT CO. EASEMENT  
VOL.85021 PG.1686

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 00° 08' 23" W	20.00'
L2	N 44° 30' 38" W	28.46'
L3	S 89° 09' 39" E	20.00'

N 89°04'54"W 5.00'

5/8" IRF WITH HUITT-ZOLLARS YELLOW CAP

1/2" IRF WITH POWELL & POWELL CAP

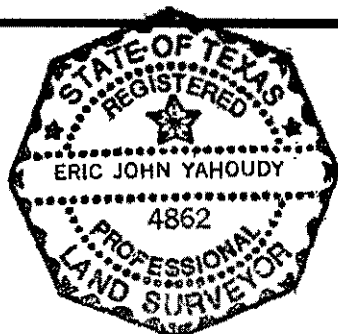


TRUE AND CORRECT COPY OF ORIGINAL FILED IN DALLAS COUNTY CLERK'S OFFICE

LEGEND

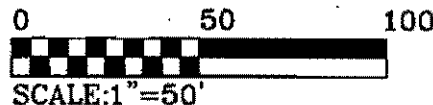
Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

PAGE 3 OF 3



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised: November 25, 2003



BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

HUITT-ZOLLARS

Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY  
EXHIBIT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001

EXHIBIT PARCEL NO. 5 & 5A  
OWNER: POST SERVICES, INC.  
AREA: 0.0046 AC. DATE: 11/05/2002

200286 00033

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

2003 DEC -2 AM 10: 57

*Cynthia F. Calhoun*



COUNTY CLERK  
DALLAS CO., TEXAS



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

THE STATE OF TEXAS  
COUNTY OF DALLAS

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page stamped thereon.

I hereby certify on

DEC 2 2003



*Cynthia F. Calhoun*  
COUNTY CLERK, Dallas County, Texas

By \_\_\_\_\_ Deputy

203286 00034

## ADDENDUM NO. 1

### To The Construction Specifications And Contract Documents For SPECTRUM DIRVE NORTH/SOUTH EXTENSION

November 20, 2003

#### I. ITEMS FOR CLARIFICATION

1. The Bid Opening is changing from 10:00 am December 1, 2003 at to 3:00 PM on December 2, 2003.
2. Pay Item 130 "Furnish and Install Railroad Crossing" – This bid item shall include the rail crossing, ties, ballast, sub-ballast track work, and under drain. The vehicular approach slab, asphalt and conduit for signals is being added to other pay items in this bid. The railroad signals, crossing gates, signal cabinet, and wiring will be provided and installed by others. Contractor will be required to field coordinate with contractor installing railroad signals as described above.
3. Sheet 3 "Ramp Detail" – The note about domes should refer to "pre-fab" truncated dome pavers as noted in Bid Item 613.
4. Sheet 5 - Revise the asphalt transition to match the DART detail on Sheet 56. Quantity revised in Bid Form.
5. Sheets 19 & 20 – Added 215 LF of 6' x 4' RCBC; Deleted 215 LF of 6' x 3' RCBC.
6. Sheet 31 – Add water stubs to adjacent property on east and west side of Spectrum. Quantity revised in Bid Form.
7. Sheet 68 - Revised striping at Spectrum/Arapaho Intersection. Quantities revised in Bid Form.
8. Special Provisions – Sheet SP-7; Item 29 – Delete in its entirety and replace with the following:

"For the purpose of award, each bid submitted shall consist of two parts whereby:

**Standard Bid (A)** = The correct summation of the products of the estimated quantities shown in the proposal, multiplied by their bid unit prices

**Time Bid (B)** = (CD x Daily Value) = the product of the number of calendar days (CD) provided by the Contractor and the Daily Value established by the Town.

For purposes of this Contract, the Daily Value is \$2,500.00.

The lowest evaluated bid (Total Bid) will be determined by the Town as the lowest sum of Standard Bid (A) plus Time Bid (B) according to the following formula:

$$\text{Total Bid} = \text{Standard Bid (A)} + \text{Time Bid (B)}$$

Time Bid (B) from the preceding formula will not be used to determine final payment to the Contractor. All payments will be based on actual quantities and bid unit prices.

The Town desires to expedite construction on this contract to minimize the inconvenience to the traveling public and to reduce the time of construction. In order to achieve this, an incentive - disincentive provision is established for the contract. **The total incentive payment shall not exceed \$250,000.00. A bid with more than 270 days will be considered non-responsive and will be rejected.**"

9. Special Provisions – Item 36 – Delete in its entirety and replace with the following: “The Contractor shall be responsible for providing traffic control during the construction of this Project consistent with the construction plans and the Texas Manual on Uniform Traffic Control Devices.”

10. Special Provisions – Item 42 - Delete in its entirety and replace with the following:

The Contractor shall designate and pay a recognized testing laboratory, approved by the Owner, to perform all testing for this project. Such designation shall be subject to the approval of the Owner. Samples of all materials for tests shall be taken by the Contractor's authorized representative at the discretion of the Owner.

All samples and tests shall be performed in accordance with the Standard Specifications for Public Works Construction, North Central Texas Council of Governments (3<sup>rd</sup> Edition, 1998) as amended or supplemented.

All pavement mix designs and supporting data shall be submitted to the Owner for approval and accepted at least ten (10) days prior to placing asphalt. All costs for testing and lab work shall be paid by the Contractor and will be subsidiary to other bid items. Item 5.7.4.(i) & (j) in the NCTCOG specifications will be utilized to conduct eight (8) tests.

11. Special Provisions – Item 49 – Delete in its entirety and replace with the following: “Geotechnical information was obtained from the document Geotechnical Investigation – Spectrum Drive Extension, Report No. 0702-1011 by Fugro South, Inc., included in the Appendix of these specifications.

12. Supplemental Standards Item 1.22 - Delete “Morris Avenue Extension” and replace with “Spectrum Drive North/South Extension.”

13. The anticipated Notice to Proceed for this project is mid-January 2004.

14. A complete proposal form incorporating revisions noted is being provided with this Addendum.

15. The disincentive provision of the A + B bid is discussed in the last two paragraphs on Sheet SP-9, Item 30 of the Special Provisions. The amount established for the “Daily Value” is \$2,500. There

is a total incentive payment maximum as established in Special Provision Item 29. There is not limit on the disincentive amount that can be applied for the contractor failing to meet the Allowable Contract Time.

16. A Special Provision is being added to address Railroad Insurance. (See attached)
17. All excess materials from the installation of utilities, paving, drainage and other items identified in this bid will be disposed of off-site. The properties adjacent to the improvements cannot be utilized for disposal of excess materials.
18. The City will provide up to 10 construction sets of plans and specifications to the successful bidder at the pre-construction conference.
19. The contractor should plan his schedule to work around the Special Events planned by the Town which include "Taste of Addison (May 04), "Kaboom Town (July 3, 2004), "Shakespeare in the Park" and "Oktoberfest (September 2004).
20. The contractor can utilize a portion of the Town of Addison property south of the railroad for a staging area. The contractor shall provide a sketch plan of the storage yard at the pre-construction conference. For the purposes of this bid, there is no land on the north extension that can be used for staging.
21. The contractor shall maintain and keep existing Spectrum Drive free of all debris during construction. Street sweeping will be provided as necessary to keep mud, dirt and debris out of all streets during construction.
22. The SWPPP plan is responsibility of the successful bidder.
23. The Town of Addison will provide all construction management and inspection on this project.
24. Tan and Gray limestone may be encountered during the utility and street excavation on this project. The contractor shall bid his items such that the unit price accounts for the materials he anticipates to encounter. A log of borings showing depth of Tan and Gray limestone is attached to the specification. The contractor can use the tan limestone as a fill material as long as it is treated and tested by a qualified laboratory prior to placement. It should be assumed that the gray limestone is not suitable fill material.
25. The engineers estimated quantities for street excavation are as follows:

North Extension:

Fill – 0

Cut – 20, 400 cy

South Extension:

Fill – 23,800 cy (includes 5% shrinkage)

Cut – 0 cy

NET: Import 3,400 cy of material

A bid item for imported fill and unclassified street excavation is already in the Bid Form.

26. "HSS" on Sheet 59 stands for "Hollow Structural Steel" which is used on the bicycle rail. This rail shall be factory painted Black Powder Coat to match street lights.
27. See revised Town of Addison Fire Protection specification, Water Service specifications, Testing specifications, Water and Sewer specifications and General Notes attached to this Addendum.
28. A product cut sheet for the retaining wall form liner is attached to this Addendum.

**END OF ADDENDUM NO. 1**

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

November 26, 2003

Mr. Benjamin Claybour  
Right-of-Way Representative  
Dallas Area Rapid Transit  
1401 Pacific Avenue  
P.O. Box 660163  
Dallas, TX 75266-7210

**RE: Spectrum Drive-North & South Extensions  
HZI Project No. 01-3220-02**

Dear Mr. Claybour,

Huitt-Zollars is making the following revisions to the General Notes on Sheet 56 of the construction plans.

Note #3 will now read:

3. Remove 2-138.5' 85# rails and replace with 2-138.5' 136# (No.1 Relay Rails CWR)

Note #5 will now read:

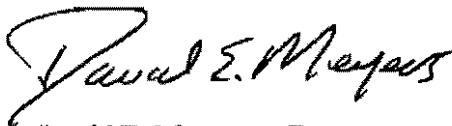
5. Remove existing ballast to existing sub-ballast within the limits of proposed 96' grade crossing; Replace with clean ballast minimum 8" depth below cross-ties.

Please call if you have any questions or if you need additional information. We look forward to receipt of our permit for the work within D.A.R.T. right-of-way.

Thank you for your time and consideration.

Sincerely,

HUITT-ZOLLARS, INC.



David E. Meyers, P.E.  
Associate



# HUITT-ZOLLARS

Dallas - Fort Worth - Austin - Denton - El Paso - Houston - Albuquerque - Rio Rancho - Denver - Phoenix - Ontario - Irvine - Seattle - Tacoma

### FACSIMILE TRANSMITTAL

Date: November 26, 2003

Fax No: 214-749-3609

HZ Job No. 01-3220-02

No. of Pages 2  
(Including this cover sheet)

Attention: Mr. Benjamin Claybour

Company: Dallas Area Rapid Transit

**Cc: Steve Chutchain - Town of Addison 972-450-2837**

<input type="checkbox"/> Urgent	<input type="checkbox"/> Per Your Request	<input type="checkbox"/> Please Call Upon Receipt
<input checked="" type="checkbox"/> For Your Review	<input checked="" type="checkbox"/> Original To Follow	<input type="checkbox"/> FYI <input type="checkbox"/> Other

From: David E. Meyers, P.E.

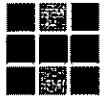
Sent By: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_

NOTES/COMMENTS: Re: Spectrum Drive

See attached letter.

If you have any problems receiving this fax, please call us at (214) 871-3311

3131 McKinney Avenue - Suite 600 - Dallas, Texas 75204 - (214)871-3311 - Fax (214)855-0219



# Halff Associates, Inc.

ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

8616 Northwest Plaza Drive  
Dallas, Texas 75225-4211  
(214) 346-6200  
Fax (214) 739-0108

## LETTER OF TRANSMITTAL

**TO:** Steve Chutchian  
Town of Addison  
16801 Westgrove  
Addison, TX 75001

**DATE:** November 24, 2003

**AVO:** 21738

**FROM:** John Howell  
Email: jhowell@halff.com

**PROJECT:** Spectrum Drive Extension  
Drainage Project

**WE ARE SENDING YOU**     ATTACHED     Under separate cover via \_\_\_\_\_ the following:  
 Shop Drawings     Prints     Plans     Drawings     Specifications  
 Copy of letter     Change order     Other: See Items Sent

**THESE ARE TRANSMITTED as checked below:**

For approval     Approval 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/comment     Other: \_\_\_\_\_

**ITEMS SENT: Parcel 7 – CMA Land, L.L.C.**

File stamped copy of Drainage Easement from CMA Land, L.L.C. to Town of Addison.

**COMMENTS:**

Courts: Will forward original recorded Easement when received from record.

SIGNED: John Howell

COPIES:     FILE     OWNER     CONTRACTOR

DRAINAGE EASEMENT



COPY

GEORGIA )  
STATE OF TEXAS )  
DEKALB )  
COUNTY OF DALLAS )

KNOW ALL MEN BY THESE PRESENTS;

THAT CMA LAND, L.L.C., ("Grantor"), a Georgia limited liability company, represented herein by <sup>CHARLES</sup> ~~FRADY~~, its PRESIDENT, duly authorized, of <sup>GA</sup> ~~TEXAS~~ De Kalb County, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations to Grantor, in hand paid by the TOWN OF ADDISON, TEXAS, a municipal corporation ("Grantee"), whose address is 16801 Westgrove, Addison, Texas 75001, the receipt and sufficiency of which is hereby acknowledged, has given and granted and by these presents does hereby give and grant unto Grantee the right to enter upon and construct, maintain, operate, repair, replace, change, add and/or remove drainage facilities with all necessary appurtenances thereto, over, across, under and through that certain land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, County of Dallas, State of Texas, and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

Grantor acknowledges that the consideration paid by Grantee is full and final payment for all rights and privileges herein granted.

No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easement conveyed herein. Grantee shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its system. Grantee shall at all times have the right of ingress and egress to and from and upon any of said easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its system without the necessity at any time of procuring the permission of anyone.

The easement rights and privileges herein granted shall be perpetual and shall constitute covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee, respectively and their respective successors and assigns.

Grantee's rights hereunder may be assigned in whole or in part to one or more assignees.

**TO HAVE AND TO HOLD** the above described easement and rights appurtenant thereto unto Grantee, its successors and assigns.

EXECUTED this 14 day of November, 2003.

CMA LAND, L.L.C., a Georgia limited liability company

By: Charles W. Frady

STATE OF ~~TEXAS~~ <sup>GEORGIA</sup> )  
COUNTY OF DEKALB )

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES W. BRADY, PRESIDENT of CMA LAND LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of NOVEMBER, 2003.

My commission expires:

Notary Public, DeKalb County, Georgia  
My Commission Expires February 14, 2004

Marsha R. Kerestes  
Notary Public in and for the State of ~~Texas~~ <sup>Georgia</sup>

Notary's Printed Name:

MARSHA R. KERESTES

**SPECTRUM DRIVE  
DRAINAGE EASEMENT EXHIBIT  
LAND DESCRIPTION  
PARCEL 7**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of a 3.5343 acres of land platted as Millennium Phase II, an addition to the Town of Addison, Texas as recorded in Volume 98221, Page 00022 of the Deed Records of Dallas County, Texas and also being a portion of Tract 1 described in instrument to CMA LAND, L.L.C., a Georgia limited liability company as recorded in Volume 2002176, Page 13545 of the Deed Records of Dallas County, Texas and re-filed in Volume 2003029, Page 00781 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

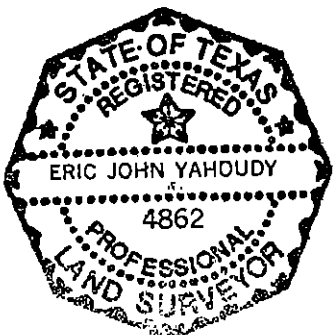
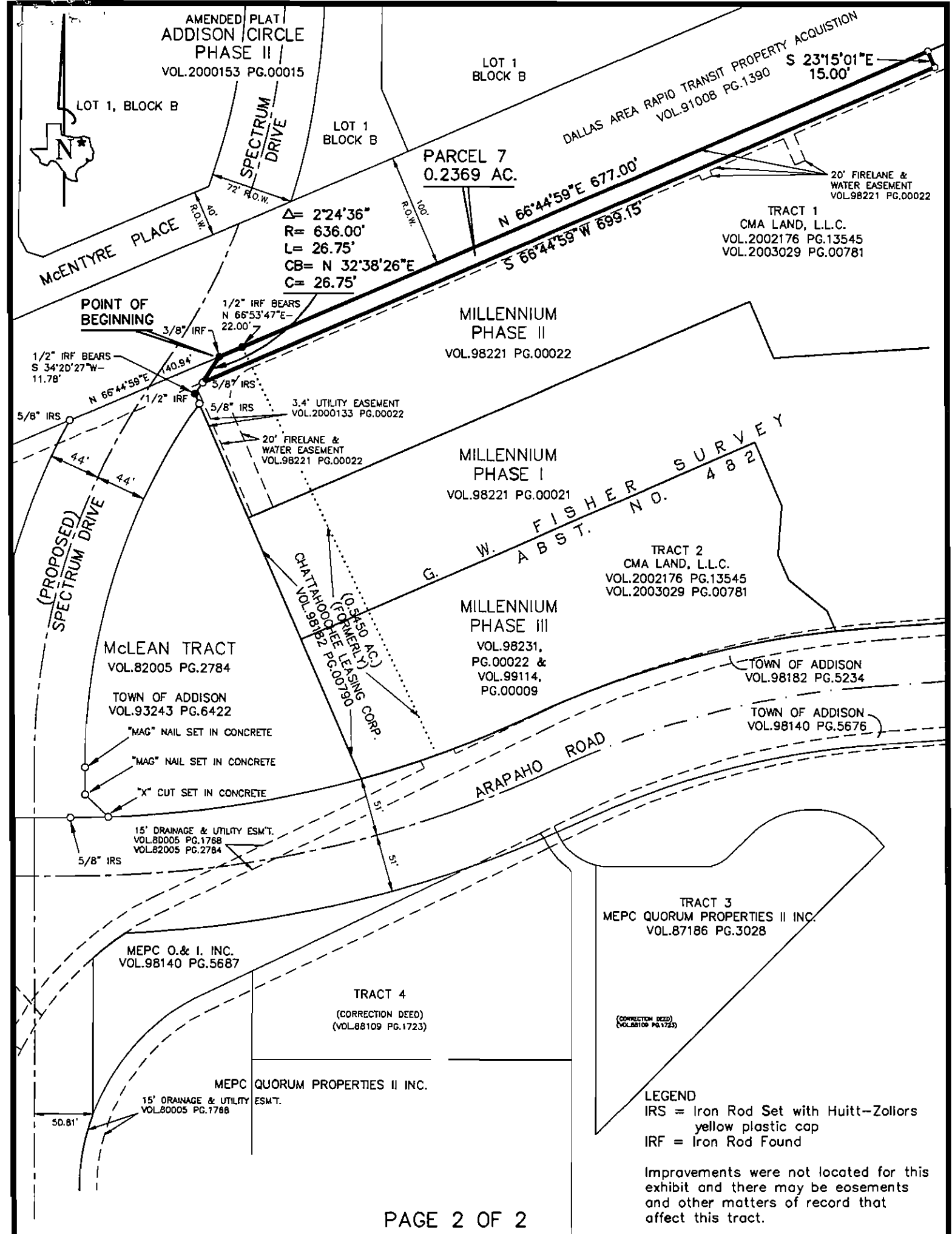
BEGINNING at a 3/8 inch iron rod found at the northwest corner of said Millennium Phase II, said point being on the southeasterly line of Dallas Area Rapid Transit Property Acquisition (100 foot wide right-of-way at this point, hereinafter called "DART right-of-way" as recorded in Volume 91008, Page 1390, Deed Records, Dallas County, Texas), from which a 1/2 inch iron rod found for the northeast corner of the McLean Tract, a 9.645 acre addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas bears North 66 degrees 53 minutes 47 seconds East at a distance of 22.00 feet;

THENCE North 66 degrees 44 minutes 59 seconds East along the southeasterly DART right-of-way line and northwesterly line of said Millennium Phase II a distance of 677.00 feet to a point for a corner;

THENCE South 23 degrees 15 minutes 01 second East departing the northwesterly line of said Millennium Phase II a distance of 15.00 feet to a point for a corner;

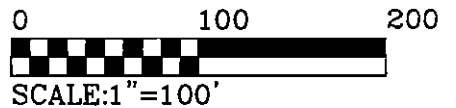
THENCE South 66 degrees 44 minutes 59 seconds West parallel with the northwesterly line of said Millennium Phase II a distance of 699.15 feet to a point for a corner on a westerly line of said Millennium Phase II from which a 1/2 inch iron rod found for a westerly corner of said Millennium Phase II bears South 34 degrees 20 minutes 27 seconds West at a distance of 11.78 feet, said point being the beginning of a non-tangent curve to the left having a central angle of 2 degrees 24 minutes 36 seconds, a radius of 636.00 feet and being subtended by a 26.75 foot chord bearing North 32 degrees 38 minutes 26 seconds East;

THENCE northerly along said curve to the left an arc distance of 26.75 feet to the POINT OF BEGINNING and containing 0.2369 of an acre of land, more or less.



This is to certify that the above survey was made under my supervision on July 10, 2003 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 7-11-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

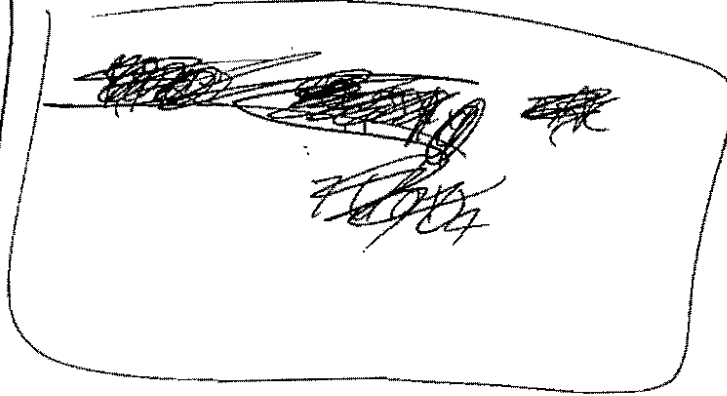
**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
DRAINAGE EASEMENT EXHIBIT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 7  
OWNER: CMA LAND, L.L.C.  
AREA: 0.2369 AC. DATE: 7/10/2003

BEN CLAY BARR and DART

214 749 2636



CONFLICT w/ WEIGHT OF THE RAIL

115 # RAIL - DRAWING SHOWS

RAIL BEING 136 # RAIL

BALLAST & SUB-BALLAST

CONTRACTOR TO REMOVE OLD

BALLAST TO SUB-BALLAST + REPLACE w/

8" OF NEW BALLAST

Drive Clean Across Texas  
www.drivecleanacrosstexas.org

Sponsoring Agencies:  
Texas Department of Transportation  
Texas Commission on Environmental Quality  
Federal Highway Administration

Supporting Agencies:  
Environmental Protection Agency  
Texas Department of Public Safety  
Texas Department of Health

Maintain your vehicle.

Drive less.

Buy a "cleaner" vehicle.

Drive the speed limit.

Don't idle.

Spectrum Drive North/South Extension  
 Pre-Bid Meeting 11/17/03 10:00 AM

Name	Company	Phone/Fax
David Meyers	Holt-Zollars, Inc	214-871-3311 / 214 871-0757
Dawn Smith	Wells Electric	214-565-1074   214-565-1081
VERO FRANKLIN	N. TEXAS CONTRACTING	817-430-9500 / 817-430-9207
MARTY LAMPKIN	Jim Bowman Const	214-535-2804
ADRIAN BOWMAN	" " "	972-423-1313 / f: 972-423-9447
TOLLI KALYCE	McMahon Contracting LP	972-263-6907 / F 972-264-0008
LOWE TISEO	TISEO PAVING CO.	972-289-0723 / FAX 972 216-5637
STEVE CHUTCHAN	TOWN	972-450-2886
SOBEYLN LIKE	REBCON, INC	972-444-8230 972-444-8234
<del>CHRIS BROWN</del>	Quantum Contracting	972-771-9511 / 972-771-1145
JIM EVANS (214) 325-5629		



**Funds available for transfer to Spectrum Extension:**

**Inwood South Quorum:** After all payments are made, including for Park improvements is available for transfer.

**Addison Road Widening:** Keep in mind this is an estimate...After all payments are made we are estimating that there will be approximately \$625K remaining and available for transfer.

25th  
Anniversary  
1978-2003

COWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 31, 2003

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 5A, Spectrum Drive Right-of-Way Project**

Dear Steve:

Enclosed is a copy of the finalized Special Warranty Deed for the above-referenced property, which I delivered to Carmen Moran yesterday. Since I spoke with Mike Murphy on Tuesday, October 28, 2003, the owner requested additional changes to Paragraph (c) of the Representations and Warranties. For your convenience, I am enclosing a redline of those changes. Carmen verified that the changes are consistent with the City's intent. If you have any questions, please give me a call.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c (w/Enclosures): Mr. Mike Murphy, Director of Public Works  
(w/oEnclosures): Mr. Kenneth Dippel

After Recording Return To:

Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

**TOWN OF ADDISON  
SPECIAL WARRANTY DEED**

**DATE:** \_\_\_\_\_, 2003

**GRANTOR:** Post Services, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.
- (3) Representations and warranties of Grantee provided herein.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description for Parcel 5A) and Exhibit B (Survey Depiction for Parcel 5A) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a corporation organized and existing under the laws of the State of Georgia for the consideration described above grants, sells, and conveys to Grantee the Property (subject to the Reservations from Conveyance described herein), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's

heirs, executors, administrators, successors, and assigns forever. Grantor does hereby bind itself and Grantor's heirs, executors, administrators, successors, and assigns to Warrant and forever Defend all and singular the premises herein conveyed unto Grantee and its heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

#### **RESERVATIONS FROM CONVEYANCE:**

(a) Grantor reserves all of the oil, gas and sulfur in and under the land herein conveyed, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Nothing in this reservation shall affect the title and rights of Grantee to take and use all other minerals and materials thereon, therein and thereunder.

(b) Grantor reserves the right to use the Property for access to and from the Remainder and to install driveways and other facilities necessary for such access subject to Grantee's reasonable approval of the location and extent of same.

#### **REPRESENTATIONS AND WARRANTIES:**

As an inducement to execute and deliver this Deed, Grantee agrees, represents and warrants to Grantor that:

(a) The Property hereby conveyed may be used as a public right-of-way for the passage of pedestrian traffic, including (without limitation) sidewalks, landscaping, utilities and drainage, or for any other customary use of public right-of-way as Grantee determines necessary or desirable.

(b) No additional assessments or fees for this Project in excess of those established prior to the date of this agreement shall be required of Grantor. For purposes of this paragraph, the term "this Project" means the Spectrum Drive Right-of-Way Project approved by the Town of Addison 2000 Bond Program.

(c) The Property is part of a lot governed by a plat approved by Grantee on December 9, 1997. Nothing in this conveyance shall require replatting or additional plat dedications prior to development of the remainder of the lot pursuant to the lot configuration approved by said plat, and Grantee agrees that the Property shall continue to be a part of the platted lot or development site for purposes of measuring or calculating lot area, setbacks, permissible floor area ratio, landscape area, sign placement or for the application of any and all other applicable development or zoning regulations.

#### **MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The consideration described above shall be deemed full compensation for the conveyance of the Property and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(c) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

**GRANTOR:**

**POST SERVICES, INC.**  
a Georgia Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**GRANTEE:**

**TOWN OF ADDISON**  
a Texas Municipal Corporation

By: \_\_\_\_\_  
Ron Whitehead  
City Manager

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of Post Services, Inc., a Georgia corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

**EXHIBIT A**

**SPECTRUM DRIVE**

**LAND DESCRIPTION  
PARCEL 5A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the westerly side of Spectrum Drive and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for THE POINT OF BEGINNING;

THENCE continuing South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 334.90 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the platted southerly line of said Quorum East Addition;

THENCE North 89 degrees 04 minutes 54 seconds West along the southerly line of said Quorum East Addition a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 08 minutes 23 seconds East departing the southerly line of said Quorum East Addition a distance of 339.90 feet to a point for a corner;

THENCE South 44 degrees 30 minutes 38 seconds East a distance of 7.11 feet to the POINT OF BEGINNING and containing 0.0387 of an acre of land, more or less.

HARRIS ADDITION  
VOL.78017 PG.1067  
LOT 1 BLOCK A

**EXHIBIT B**

**POINT OF BEGINNING**

5/8" IRS WITH HUITT-ZOLLARS YELLOW CAP

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

AIRPORT PARKWAY

POINT OF COMMENCING - PARCEL 5A

60' R.O.W. (EXISTING)

50' R.O.W. (EXISTING)

5/8" IRS

1/2" IRF

L3

L2

L1

5' R.O.W. DEDICATION BY PLAT VOL.98001 PG.00033

PARCEL 5  
0.0046 AC.

POINT OF BEGINNING - PARCEL 5A

5/8" IRS

S 44°30'38"E 7.11'

69.65' R.O.W.

5' SIDEWALK EASEMENT (PARCEL 5A - 0.0387 AC.)

(PROPOSED)  
SPECTRUM DRIVE

482 SURVEY

QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686  
UTAH STATE RETIREMENT INVESTMENT FUND  
VOL.96003 PG.1968

10' TEXAS POWER & LIGHT CO. EASEMENT  
VOL.85021 PG.1686

G. W. FISHER  
A B S T.

N 00°08'23"E 339.90'

S 00°08'23"W 334.90'

S 00°08'23"W 360.13'

TOWN OF ADDISON  
VOL.99002 PG.00016

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 00° 08' 23" W	20.00'
L2	N 44° 30' 38" W	28.46'
L3	S 89° 09' 39" E	20.00'

N 89°04'54"W 5.00'

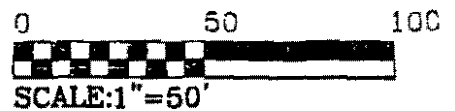
5/8" IRF WITH HUITT-ZOLLARS YELLOW CAP

1/2" IRF WITH POWELL & POWELL CAP

**LEGEND**

IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

PAGE 3 OF 3



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yohoudy*  
Eric J. Yohoudy, Registered Professional Land Surveyor, Texas No. 4862

**BASIS OF BEARINGS:**

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 5  
OWNER: POST SERVICES, INC.  
AREA: 0.0046 AC. DATE: 11/05/2002



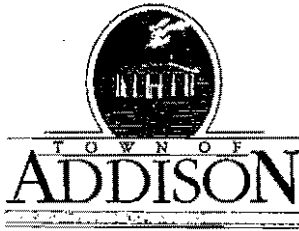
(c) ~~Grantee acknowledges that the~~The Property is part of a lot governed by a plat approved by Grantee on December 9, 1997. Nothing in this conveyance shall require replatting or additional plat dedications prior to development of the remainder of the lot pursuant to the lot configuration approved by said plat, and Grantee agrees that the Property shall continue to be a part of the platted lot or development site for purposes of measuring or calculating lot area, setbacks, permissible floor area ratio, landscape area, sign placement or for the application of any and all other applicable development of the remainder of the lot under governing or zoning regulations or restrictions.

**ADVERTISEMENT FOR BIDS**

**Bid # 04-03**

The Town of Addison is requesting bids for Spectrum Drive North/South Extension, Bid No. 04-03. Pre bid meeting, November 17, 2003 at 10:00 am, Service Center, 16801 Westgrove. Bids will be accepted until 10:00am, December 1, 2003 at the office of the Purchasing Coordinator, 5350 Belt Line Rd., Addison, Texas 75254 at which time they will be publicly opened and read aloud. Late bids will not be considered and will be returned unopened.

The Town of Addison reserves the right to waive any formalities and to reject any or all bids and to select the bid deemed most advantageous to the City. Specifications and bid information are available on [www.demandstar.com](http://www.demandstar.com).



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

*Addison 50!*

**50 YEARS OF FUN!**  
(972) 450-2871 FAX (972)450-2837  
16801 Westgrove

November 6, 2003

Ms. Jan Seidner  
Manager-Railroad Facilities  
Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-7210

Re: Spectrum Drive Rail Crossing

Dear Ms. Seidner:

The Town of Addison responded to our recent meeting, regarding the proposed rail crossing on Spectrum Drive, with a revised submittal of engineering plans for your review and approval. It is our goal to initiate construction of the roadway extension project in January 2004. Consequently, we are respectfully requesting approval of the rail crossing design by your staff at your very earliest convenience. In addition, we are requesting that DART expedite the construction of the new concrete crossing. This will permit the Town to subsequently construct the roadway to each side of the crossing and provide for a better pavement transition.

We appreciate your consideration and attention to the proposed street and rail crossing improvements in this vicinity, and request your assistance in enhancing the overall construction schedule on the project. Should you have any questions, please contact me at 972-450-2871. Thank you.

Sincerely,

Michael Murphy, P.E.  
Director of Public Works

**TRANSMITTAL OF ADDENDUM**

\*\*\*\*\*

**INSTRUCTIONS:**

Acknowledge receipt of Addenda with the form below, please FAX to (972) 450-7096 upon receipt and Acknowledgement of Addenda on outer envelope of bid.

\*\*\*\*\*

**Addendum Acknowledgment**      Should be faxed to (972) 450-7096

I Acknowledge the receipt of Addendum No.:      1      Total # Pages:      3

Town of:      ADDISON, TEXAS

Project Name:      04-24 Spectrum Lights

By Facsimile Transmission on this date:      May 28, 2004

The undersigned bidder hereby certifies that Addendum No. 1 has been incorporated into the proposal and if accepted becomes part of the contract.

<b>Company Name:</b>	
<b>Signed By (print name):</b>	
<b>Signature:</b>	
<b>Date:</b>	
<b>Phone No:</b>	

**PLEASE SIGN & FAX THIS PAGE  
BACK TO TOWN OF ADDISON**

(As verification that you received this update)

**972-450-7096**

**Town of Addison**  
**Bid 04-24 Spectrum Lights**  
**ADDENDUM NO. 1**  
**Bid due: 2:30pm June 8, 2004**

1.

The contractor is required to submit a bid for the aluminum type street light and pedestrian light, as specified in the original contract documents. In addition, the contractor shall also submit a bid for steel type street and pedestrian lights, with identical outside appearance, dimensions, fixtures, and electrical components. A contract will be awarded to the lowest responsive bidder, for either the aluminum or steel type lights. The contractor shall also submit a delivery schedule and indicate the total number of calendar days required to complete delivery and installation of all lights. In addition, the contractor shall submit design specifications for the proposed steel type street and pedestrian lights with the bid, and shall be subject to approval by the Town of Addison.

2.

New Bid Form Attached

ACKNOWLEDGED BY BIDDING CONTRACTOR:

\_\_\_\_\_ Date: \_\_\_\_\_

**BID FORM**  
 (updated from addendum 1)  
**Bid 04-24 Spectrum Lights**

Company Name: \_\_\_\_\_

Full Mailing Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_\_) \_\_\_\_\_

Print Contact Name: \_\_\_\_\_

I have received, read, and will abide by all pages of these specifications. I am a legal agent of the above named company and am fully authorized to sign this bid. Affiant further states that Bidder has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the Town of Addison any money or other thing of value, either directly or indirectly, in award of the Bid.

Authorized Signature	Print Name and Title	Date
----------------------	----------------------	------

**Bid Items:**

Bid A aluminum type street poles				unit cost	total cost
827	Furnish/ Install Light Poles & Luminaries	APPROX.	30	EA	
829	Furnish/ Install Vehicle Pole & Luminaries	APPROX.	37	EA	

Total bid \_\_\_\_\_  
 Total number of days \_\_\_\_\_

Bid B steel type street poles				unit cost	total cost
827	Furnish/ Install Light Poles & Luminaries	APPROX.	30	EA	
829	Furnish/ Install Vehicle Pole & Luminaries	APPROX.	37	EA	

Total bid \_\_\_\_\_  
 Total number of days \_\_\_\_\_

Bid Form signed \_\_\_\_\_

References \_\_\_\_\_

## Steve Chutchian

---

**From:** Minok Suh  
**Sent:** Tuesday, May 18, 2004 11:16 AM  
**To:** Luke Jalbert  
**Cc:** Steve Chutchian; Jim Pierce; Mike Hardin  
**Subject:** 04-24 Spectrum Lights

Bid Schedule  
First Ad 5/21/04  
Second Ad 5/28/04  
Pre Bid - June 1, 2:00 PM  
Bid Open - June 8, 2:30 PM  
Council - June 22, 2004

Minok Suh  
Purchasing Coordinator  
Town of Addison  
972-450-7091



P. O. Box 2650  
Tulsa, Oklahoma 74101  
Writer's Direct Dial No. (918) 493-5160  
Toll free No. 800-364-0720, Option # 8

[flow@expl.com](mailto:flow@expl.com)

May 18, 2004

John Hill, Esquire  
City Attorney, City of Addison  
C/O Mr. Steve Chutchian  
Public Works Department  
Town of Addison  
16801 Westgrove Drive  
Addison, Texas 75001

Mailed via FedEx

214-672-2170

Re: City of Addison Proposed Crossing of Explorer's 12 inch Pipeline

Dear Mr. Hill:

This letter is in follow up to our telephone conversation on May 17. Explorer Pipeline Company is an interstate common carrier of finished petroleum products regulated by the U.S. Department of Transportation. Our pipeline is a 24/7 operation and is always pressurized, with a maximum operating pressure in excess of 1,200 p.s.i. Because of the nature and quantity of the product we carry, DOT has labeled us as a "High Pressure Hazardous Liquid Pipeline."

Since there are dire consequences of the slightest mishap, we are extremely concerned over public and environment safety and pipeline integrity. This is one reason why we have chosen to place our lines in railroad ROW's, generally a location of relative safety.

In Addison, we first obtained our permission from a railroad company long before the ROW was purchased by DART. We also realize our permission to be in the now DART ROW is not exclusive. However, we have yet to see a DART permit issued after ours in time that gives the new license holder more superior rights than we have long enjoyed. I am assuming a clause in your license is similar to the following:

"...subject to any existing utility . . . and to any existing lease, license or other interest in the property granted by DART to any other corporation or other entity, public or private."

Should your occupancy provide otherwise, please let me know. In the meantime, through the years, we have successfully argued that it is a reasonable practice before being covered and made relatively inaccessible, to dig up the line, make an inspection, and



P. O. Box 2650  
Tulsa, Oklahoma  
74101  
Writer's Direct  
Dial No. (918)  
493-5160  
Toll free No.  
800-364-0720,  
Option # 8  
[flow@expl.com](mailto:flow@expl.com)

John Hill, Esquire

May 18, 2004

perform any needed maintenance. This process greatly increases the probability the pipe in the crossed area will not have to be accessed in the foreseeable future. This is potentially a significant long term benefit to the entity benefiting from the crossing. As an attorney would analyze: "But for the City of Addison's desire to cross, the pipeline would not now have to be accessed." It then follows it is reasonable for the benefiting party to bear the cost of exposing the line, generally up to about twenty thousand dollars.

Because of the importance of our operations, as well as the long term safety of the people who will be using this crossing, we are certainly willing and have the resources to enforce our priority of rights in the DART ROW. This we have done in the recent past and will continue to do so in the future. Our overwhelming preference, however, is to work with our neighbors and attempt to solve our safety concerns without judicial assistance. We ask that you simply do the right thing and assist us with protection of the pipeline which is directly impacted from your project--Addison is the benefiting party, not Explorer.

With the above in mind, we ask the following:

- Do not cross our pipeline with your planned construction without our permission. Any structure or works placed over our line, without our permission, will be deemed a trespass. Please also note the removal or tampering with a pipeline marker is a federal offense.
- Commit to payment of the reasonable costs of exposing our line, up to twenty thousand dollars. Any needed repair work will be done at our expense. In turn we will provide a written document providing permission which can be recorded.

I am certainly available to answer any questions you may have.

Sincerely,



Frederick C. Low  
Senior Attorney,  
Explorer Pipeline Company



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-0163  
214/749-3278

November 26, 2003

Luke Jalbert  
Town of Addison  
Post Office Box 9010  
Dallas, TX 75001-9010

Re: Amendment & License Agreement for Spectrum Drive public road crossing.

Dear Mr. Jalbert:

Enclosed are three copies of the above-referenced License Agreement covering the 12-inch waterline at Spectrum Drive for execution. Also enclosed is an amended License Agreement to add the retaining wall encroachment. Please see that all three copies of both agreements are signed by the Mayor of Addison and returned to my attention. Also enclosed are three copies of the respective Standard Construction Agreements and Contractor's Right of Entry for your contractor to execute. No work is authorized until the properly completed documents are received and the required insurance is approved by DART's Risk Management. Upon signature by an authorized official for DART, one fully executed original Agreement will be returned for your records.

If you have any questions, please contact me at (214) 749-2636.

Sincerely,

A handwritten signature in black ink that reads "Ben Claybour". The signature is written in a cursive, flowing style.

Ben Claybour  
Right of Way Representative  
Commuter Rail & Railroad Management

Enclosures

**LICENSE AGREEMENT**

THIS Agreement, by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, V.A.T.C.S., as amended (the "Act") and the TOWN OF ADDISON ("Licensee"), a Texas municipal corporation acting herein by and through its duly authorized official, whose mailing address is Post Office Box 9010 Addison, Texas 75001-9010.

**WITNESSETH:**

1. **Purpose.** DART hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating one (1) 12-inch water pipeline (the "Permitted Improvement") crossing the Cotton Belt Line within the proposed Spectrum Drive at Mile Post 598.09, in Addison, Dallas County, Texas, more particularly described as shown in Exhibit "A" attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** The term of this License shall begin on the **1<sup>st</sup> day of December, 2003** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.** The consideration for the granting of this License shall be (1) payment by Licensee to DART the sum of **TEN AND NO/100 (\$10.00) DOLLARS** cash in hand paid and (2) the faithful performance by Licensee of each of the obligations undertaken by Licensee in this License.

4. **Non Exclusive License.** This license is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by DART, any railroad, utility, or communication company, public or private; (b) to all vested rights presently owned by any railroad, utility or communication company, located within the boundaries of the Property; and (c) to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** DART's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding DART's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvements and that such presence could produce corrosive effects to the Permitted Improvements.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of DART or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvements as required shall be made a part of the design and construction of the Permitted Improvements.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to DART and Dallas Garland and Northeastern Railroad (the "Railroad", whether one or more.) Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by DART.

5.03. By acceptance of this License, Licensee agrees to design and construct the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property under this Agreement.

5.04 By acceptance of this License, Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvements is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

**5.05. Absence of markers does not constitute a warranty by DART that there are no subsurface installations on the Property.**

**6. Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

**7. DART's Standard Contract and Insurance.** No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed DART's Standard Contractor's Agreement covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to DART. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

**8. Duty of Care in Construction.** Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of DART. If the failure to use reasonable care by the Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to DART. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, DART shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to DART upon demand.

**9. Environmental Protection.**

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any laws pertaining to health or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act.

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to insure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. Licensee shall indemnify and hold DART harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this Agreement.

**10. Mechanic's Liens Not Permitted.** Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

**11. Maintenance of Completed Improvements.** The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, DART shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, DART shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event DART exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to DART all costs incurred by DART upon demand.

**12. Future Use by DART.**

12.01. This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever.

12.02. In the event that DART shall, at any time subsequent to the date of this Agreement, at its sole discretion, determine that the relocation of the Permitted Improvements shall be necessary or convenient for DART's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvements so as not to interfere with DART's or DART's assigns use of the Property. In this regard, DART may, but is not obligated to, designate other property for the relocation of the Permitted Improvements. A minimum of thirty (30) days written notice for the exercise of one or more of the above actions shall be given by DART. Relocation will occur within thirty (30) days, unless extended by mutual agreement of the parties.

**13. Relocation Benefits.** The parties hereto agree that the construction of the Permitted Improvements on the Property shall be subsequent to the acquisition of the Property by DART and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

**14. Duration of License.** This license shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvements; (b) in the event Licensee shall relocate the Permitted Improvements from the Property; (c) upon termination in accordance with paragraph 19 of this Agreement, whichever event first occurs.

**15. Compliance With Laws and Regulations.** Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by Railroad regulations, policies and operating procedures established by the Railroad, or other applicable Railroad regulating bodies, and Licensee agrees to indemnify and hold DART harmless from any failure to so abide and all actions resulting therefrom.

**16. Indemnification.**

16.01. Licensee shall defend, protect, and keep DART and the Railroad forever harmless and indemnified against and from any penalty or damage or charge imposed for any violation of any law, ordinance, rule or regulation arising out of the use of the Property by Licensee, its employees, officers, agents, contractors, or assigns, or those holding under Licensee;

16.02. Licensee shall at all times protect, indemnify and it is the express intention of the parties hereto that Licensee hold DART and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about said Property resulting from use of the Property by Licensee, its officers, employees, agents, customers and invitees;

16.03. Licensee shall at all times protect, indemnify and hold DART and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees arising out of any failure of Licensee, its employees, officers, agents, contractors or assigns in any respect to comply with and perform all the requirements and provisions hereof.

**17. Termination of License.**

17.01 At such time as this license may be terminated or canceled for any reason whatever, Licensee, upon request by DART, shall remove all improvements and appurtenances owned by it, situated in, under or attached to the Property and shall restore the Property to the condition satisfactory to DART, at Licensee's sole expense.

17.02 Acceptance of any license fee by DART after written notice of termination or expiration of this Agreement shall not waive, reinstate, continue or extend the terms of this License.

**18. Assignment.** Except to an entity that is the parent subsidiary or affiliate of Licensee, to whom Licensee may assign or transfer its right under this Agreement, Licensee shall not assign or transfer its rights under this Agreement in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of DART which DART is under no obligation to grant.

**19. Methods of Termination.** This Agreement may be terminated in any of the following ways:

19.01. By written Agreement of both parties;

19.02. By either party giving the other party thirty (30) days written notice;

19.03. By either party, upon failure of the other party to perform its obligations as set forth in this Agreement.

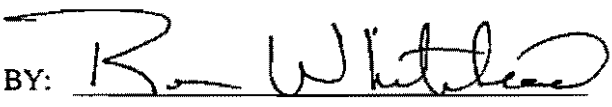


IN WITNESS WHEREOF, the parties have executed this Agreement in multiple originals this  
\_\_\_\_\_ day of \_\_\_\_\_, 2003.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: \_\_\_\_\_  
KATHRYN D. WATERS  
Vice President  
Commuter Rail & Railroad Management

LICENSEE: TOWN OF ADDISON

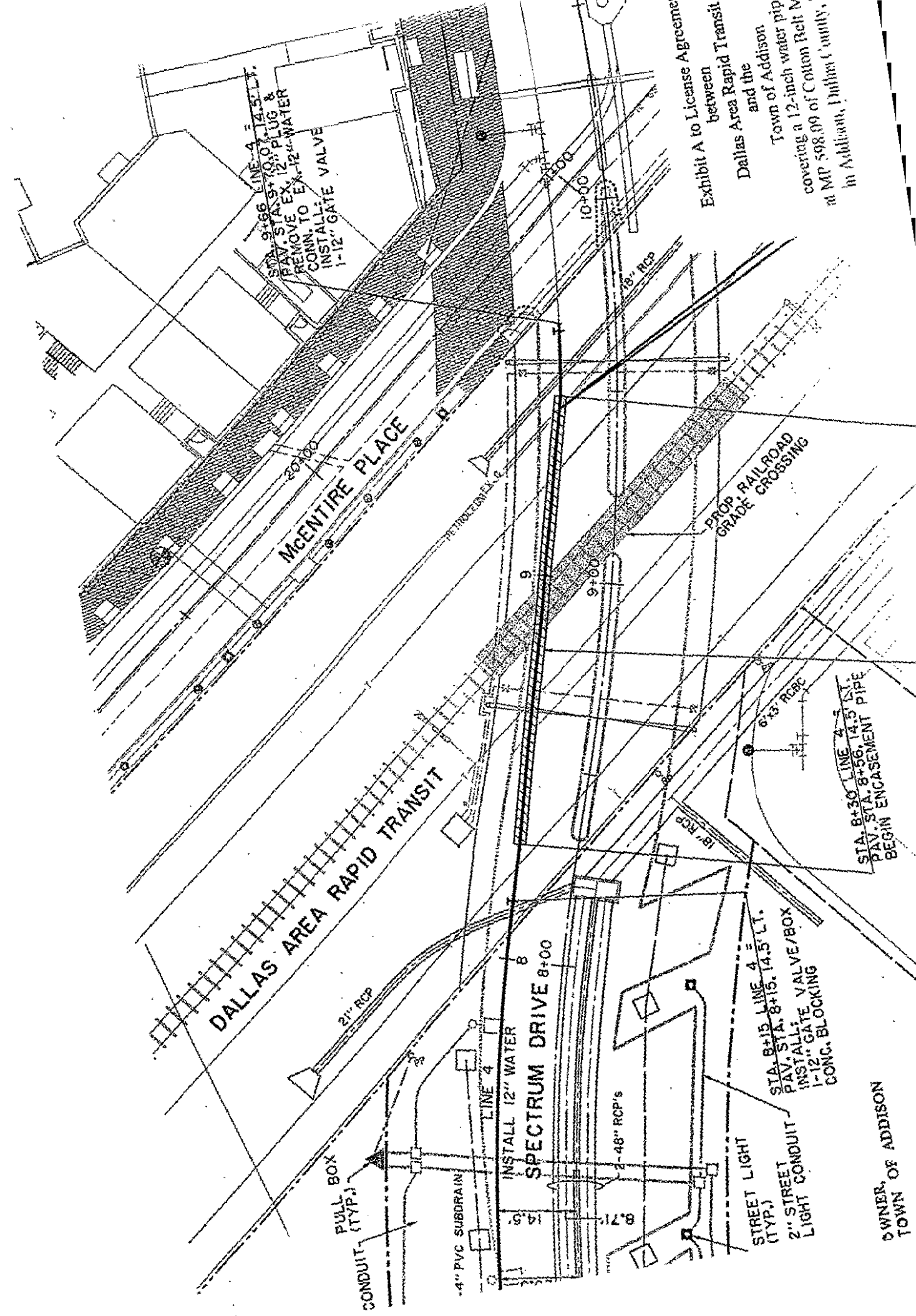
BY: 

Printed Name:

Title:



Exhibit A to License Agreement  
between  
Dallas Area Rapid Transit  
and the  
Town of Addison  
covering a 12-inch water pipe  
at MP 598.09 of Cotton Belt N  
in Addicks, Dallas County,



STA. 9+66, LINE 4 =  
PAV. STA. 9+10.07, 14.5' LT.  
REMOVE EX. 12" PLUG &  
CONN. TO EX. 12" WATER  
INSTALL:  
1-12" GATE VALVE

McENTIRE PLACE

DALLAS AREA RAPID TRANSIT

SPECTRUM DRIVE 8+00

STA. 8+15, LINE 4 =  
PAV. STA. 8+15, 14.5' LT.  
INSTALL:  
1-12" GATE VALVE/BOX  
CONC. BLOCKING

STA. 8+30, LINE 4 =  
PAV. STA. 8+56, 14.5' LT.  
BEGIN ENCASUREMENT PIPE

OWNER,  
TOWN OF ADDISON

AMENDMENT TO LICENSE NO. 970904

THIS AMENDMENT made by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, V.A.T.C.S., as amended (the "Act"), and the TOWN OF ADDISON, a Texas municipal corporation ("Licensee"), acting herein by and through its duly authorized official, whose mailing address is P. O. Box 9010, Addison, Texas 75001-9010.

WHEREAS, on the 4th of December, 1997, DALLAS AREA RAPID TRANSIT ("DART") entered into License Agreement No. 970904, hereinafter called "License", with Licensee, covering the proposed Spectrum Drive a forty-eight foot public road crossing in Addison, Texas. DART desires to amend said License to include a retaining wall encroachment within the DART-owned Cotton Belt right of way, and Licensee is agreeable thereto.

IT IS, THEREFORE, mutually agreed by the parties hereto, as follows:

1. Effective December 1, 2003, the Permitted Improvements shall include a retaining wall encroachment as shown highlighted on Exhibit A, attached hereto and made a part hereof.
2. It is further understood and agreed that, except as amended and changed herein, said License No. 970904 and subsequent amendments and/or supplements, if any, shall remain in full force and effect as to its present terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

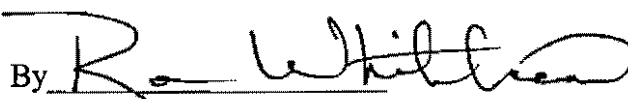
LICENSOR:

DALLAS AREA RAPID TRANSIT

By \_\_\_\_\_  
Kathryn Waters  
Vice President  
Commuter Rail & Railroad Management

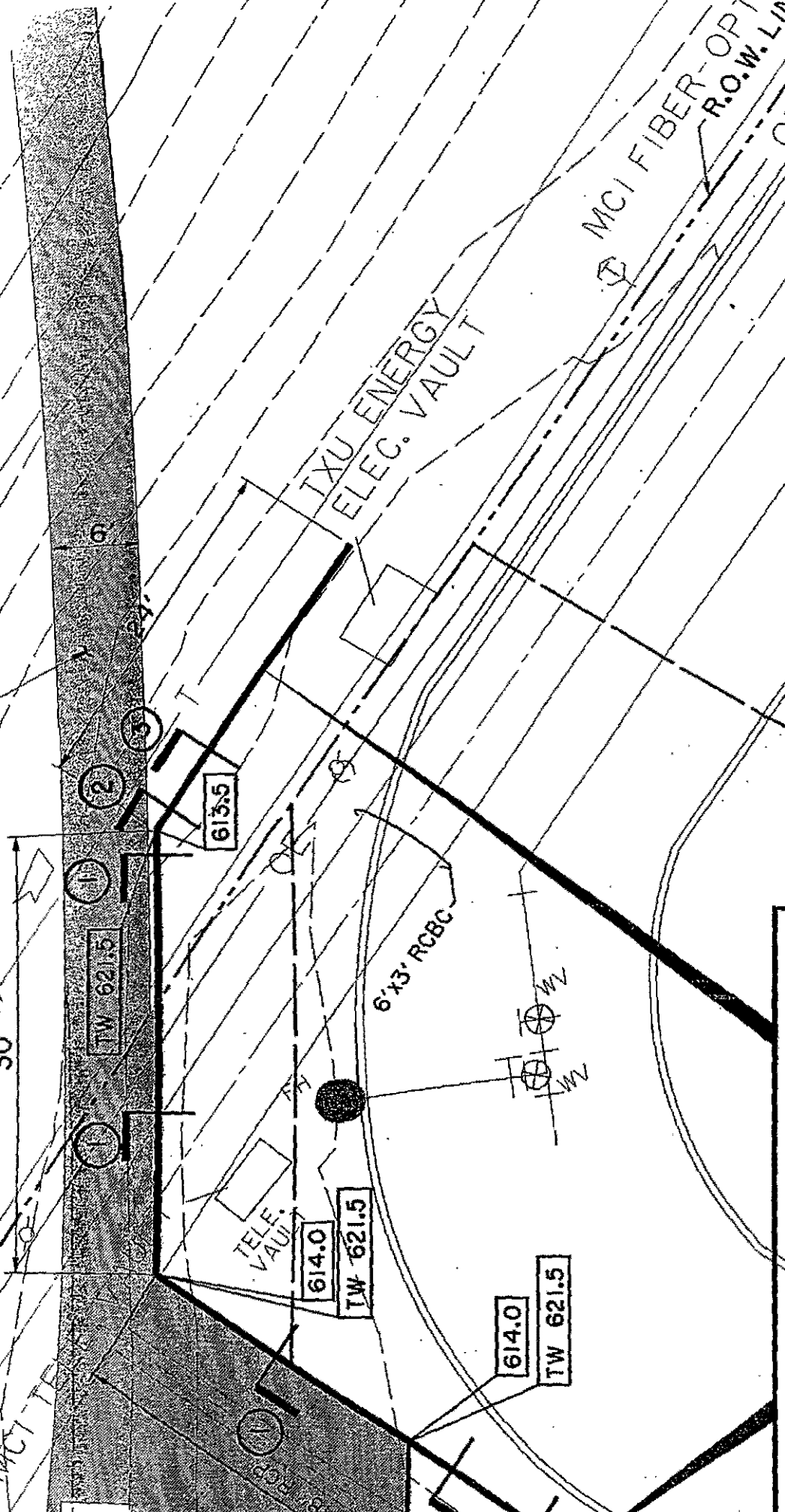
LICENSEE:

TOWN OF ADDISON

By   
Printed Name:  
Title:

4" CONC. SIDEWALK  
SUBBASE & BRICK  
PAVERS, TYP.

30'



# PROPOSED RETAINING WALL

EXHIBIT A TO AMENDMENT TO LICENSE AGREEMENT  
 NO. 970904 DATED DECEMBER 4, 1997  
 BETWEEN  
 DALLAS AREA RAPID TRANSIT  
 AND  
 THE TOWN OF ADDISON

COVERING A FORTY-EIGHT FOOT PUBLIC ROAD CROSSING

**STANDARD CONSTRUCTION  
AND CONTRACTOR'S**

Pipeline  
CROE

THIS AGREEMENT, dated \_\_\_\_\_, is made by and between DALLAS AREA RAPID TRANSIT ("DART"), a regional transportation authority created and existing pursuant to Chapter 452, Texas Transportation Code, V.A.T.C.S., as amended ("the Act") and \_\_\_\_\_, hereinafter called "Contractor", whose mailing address is \_\_\_\_\_.

**WITNESSETH:**

1. For the period not to extend beyond June 30, 2004, DART hereby permits Contractor to enter upon the property of DART at Mile Post 598.09 of Cotton Belt Line in Addison, Dallas County, Texas, as may be necessary in connection with work to be performed on DART premises by Contractor under agreement between Contractor and the TOWN OF ADDISON, a Texas municipal corporation, (the "Contract"), and for no other purpose. Contractor understands that the Contract and all work to be performed thereunder is subject to the terms and conditions contained in License Agreement No. \_\_\_\_\_, dated \_\_\_\_\_, issued by DART to the TOWN OF ADDISON, a Texas municipal corporation, which is incorporated herein by reference.
2. Contractor agrees to:
  - (a) Perform that portion of the work on DART premises in accordance with plans and specifications approved by DART and **Dallas Garland & Northeastern Railroad Company** (the "Railroad" whether one or more than one) in such manner and at such times as shall not endanger or interfere with DART's or Railroad's representatives. Contractor shall submit to DART and Railroad, for approval, all construction details, falsework and other incidentals not detailed in plans, insofar as they affect DART and Railroad.
  - (b) Maintain, at Contractor's expense, competent flagmen to protect and control movement of vehicles and equipment of Contractor while upon DART premises.
  - (c) Notify DART and Railroad at least seven (7) working days before commencing work on DART premises and within five (5) working days after such work is completed.
  - (d) Keep all equipment, tools and materials stored at least fifteen (15) feet from the center line of any operable track. Explosives or other highly inflammable substances or any hazardous materials regulated pursuant to federal or state regulation will not be stored on DART premises without the prior approval of DART's representative.
  - (e) Remove all of Contractor's tools, equipment and materials from DART premises promptly upon completion of work, restoring DART premises to the same state and condition as when Contractor entered thereon.
  - (f) Reimburse DART and Railroad for all costs and expense incurred by DART and/or Railroad in connection with said work, including without limitation the expense of furnishing such inspectors, watchmen and flagmen as DART and Railroad deem necessary, the installation and removal of falsework beneath tracks, and restoration of DART's property to the same condition as when Contractor entered thereon, or to a condition satisfactory to DART's representative.

(g) Remove any lien against DART's property arising from performance of work hereunder by Contractor or any subcontractor.

3. Contractor agrees to release, defend and indemnify DART and Railroad, from and against all loss, damage, claims, costs, expenses, including attorney's fees, and liability for bodily injury to or death of any persons and loss of or damage to any property and loss of use thereof (including but not limited to employees, subcontractors, agents, invitees and the property of each party hereto) arising out of or in any way connected with the work under said agreement upon or adjacent to DART property, whether or not caused or contributed to by the presence or operation of DART or Railroad trains, engines, cars or other equipment, structures or facilities of DART or Railroad or any other party, or by negligence or alleged negligence on the part of DART or Railroad, or any of DART's or Railroad's agents, employees, contractors, subcontractors or invitees. In the event any part of the provisions of this section are determined by any statutory enactment or judicial decision to be void or unenforceable, then this section shall not fail in its entirety but will be enforceable to the extent permitted by law. For the purposes of this section, the term "Railroad" shall include any other railroad company using DART property with DART's consent and any affiliate, subsidiary or lessor of DART.

4. Prior to start of work or occupancy of premises under this agreement, Contractor agrees to procure and maintain at its sole cost and expense, the following types and amounts of insurance with an insurer or insurers and form satisfactory to DART:

Comprehensive general and automobile liability insurance with contractual liability endorsement and products and completed operations hazards included, which shall provide coverage for combined single limits of not less than \$2,000,000, as further outlined below.

All insurance coverage's required by the attached agreement shall provide the following as a minimum standard:

(a) Comprehensive General Liability With Contractual Liability Endorsement.

-Combined single limit of at least \$2,000,000.

-DART, Railroad **and all affiliated companies and organizations** are named as additional insureds without any qualifications or restrictions.

-DART must have 30 days notice of cancellation or modification.

(b) Comprehensive Automobile Liability Policy

-Combined single limit of at least \$2,000,000.

-DART and Railroad are named as additional insureds without any qualifications or restrictions.

-Must have 30 days notice of cancellation or modification.

(c) Workers' Compensation Insurance

-Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this agreement.

-Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.

-Endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the Authority.

(d) Contractor agrees to furnish DART Certificates of Insurance (or, as and when DART may direct, copies of the actual insurance policies) as evidence of the coverage's outlined in (a), (b) and (c) above. Approval will be expedited if all required coverage's and the following endorsements are included on the Certificates:

-Endorsement showing DART and its affiliate companies and organizations named as additional insureds. The certificate must specify that the endorsement is applicable to the General Liability and Auto Liability Policies.

-Contractual liability endorsement.

-Endorsement removing exclusions from contractual liability endorsement for operations within 50 feet of a railroad or the purchase of a Railroad Protective Policy.

-Endorsement removing exclusions for XCU hazards.

-Waiver of subrogation endorsement specific to Workers' Compensation.

5. All policies should contain a cross liability endorsement reading as follows:

"It is agreed that the inclusion of more than one person, corporation, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit or judgment made, brought or recovered by or in favor of any other insured. This policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each; provided that this endorsement shall not operate to increase the company's limits of liability as set forth elsewhere in this policy."

6. Contractor shall deposit with DART the sum of \_\_\_ -0- \_\_\_ (\$\_\_\_ -0- \_\_\_) representing the estimated expense to be incurred by DART in connection with said work. Contractor shall deposit the sum of \_\_\_ -0- \_\_\_ (\$\_\_\_ -0- \_\_\_) representing the estimated expense to be incurred by Railroad in connection with said work.

If there is no amount indicated in the blank space provided above for the deposit to be made by Contractor, in lieu of such deposit Contractor shall cause the attached performance bond to be executed by a reliable surety acceptable to DART, condition upon the faithful performance of the provisions of this agreement.

7. The permission herein given shall not be assigned by Contractor without the prior written consent of DART except in the case of subcontractors who shall be deemed agents of Contractor subject to the terms of this agreement.

8. No vehicular crossing over DART's track shall be installed or used by Contractor without prior written permission of DART.

9. No work shall be done between the hours of 6:00 p.m. and 6:00 a.m., nor on Saturdays, Sundays or legal holidays without prior written permission of DART.

10. At DART's request, Contractor shall remove from DART premises any employee of Contractor or any subcontractor who fails to conform to the instructions of DART's representatives in connection with work on DART premises, and any right of Contractor to enter upon DART premises shall be suspended until such request of DART or Railroad is met. Contractor shall indemnify DART against any claim arising from the removal of any such employee from DART premises.
11. Company-issued photo identification is required of all contractors and subcontractors working on the DART premises.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate the day and year first above written.

DALLAS AREA RAPID TRANSIT

By \_\_\_\_\_  
Kathryn D. Waters  
Vice President  
Commuter Rail & Railroad Management

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Printed Name:  
Title:

**STANDARD CONSTR  
AND CONTRACTOR**

Road

CROE

THIS AGREEMENT, dated \_\_\_\_\_  
TRANSIT ("DART"), a regional transportation autho  
Texas Transportation Code, V.A.T.C.S., as amen  
hereinafter called "Contractor", whose mailing address \_\_\_\_\_

DALLAS AREA RAPID  
TRANSIT pursuant to Chapter 452,  
\_\_\_\_\_

**WITNESSETH:**

1. For the period not to extend beyond June 30, 2004, DART hereby permits Contractor to enter upon the property of DART at Mile Post 598.09 of Cotton Belt Line in Addison, Dallas County, Texas, as may be necessary in connection with work to be performed on DART premises by Contractor under agreement between Contractor and the TOWN OF ADDISON, a Texas municipal corporation, (the "Contract"), and for no other purpose. Contractor understands that the Contract and all work to be performed thereunder is subject to the terms and conditions contained in License Agreement No. 970904, dated December 4, 1997, amended \_\_\_\_\_, issued by DART to the TOWN OF ADDISON, a Texas municipal corporation, which is incorporated herein by reference.
2. Contractor agrees to:
  - (a) Perform that portion of the work on DART premises in accordance with plans and specifications approved by DART and **Dallas Garland & Northeastern Railroad Company** (the "Railroad" whether one or more than one) in such manner and at such times as shall not endanger or interfere with DART's or Railroad's representatives. Contractor shall submit to DART and Railroad, for approval, all construction details, falsework and other incidentals not detailed in plans, insofar as they affect DART and Railroad.
  - (b) Maintain, at Contractor's expense, competent flagmen to protect and control movement of vehicles and equipment of Contractor while upon DART premises.
  - (c) Notify DART and Railroad at least seven (7) working days before commencing work on DART premises and within five (5) working days after such work is completed.
  - (d) Keep all equipment, tools and materials stored at least fifteen (15) feet from the center line of any operable track. Explosives or other highly inflammable substances or any hazardous materials regulated pursuant to federal or state regulation will not be stored on DART premises without the prior approval of DART's representative.
  - (e) Remove all of Contractor's tools, equipment and materials from DART premises promptly upon completion of work, restoring DART premises to the same state and condition as when Contractor entered thereon.
  - (f) Reimburse DART and Railroad for all costs and expense incurred by DART and/or Railroad in connection with said work, including without limitation the expense of furnishing such inspectors, watchmen and flagmen as DART and Railroad deem necessary, the installation and removal of falsework beneath tracks, and restoration of DART's property to the same condition as when Contractor entered thereon, or to a condition satisfactory to DART's representative.



(g) Remove any lien against DART's property arising from performance of work hereunder by Contractor or any subcontractor.

3. Contractor agrees to release, defend and indemnify DART and Railroad, from and against all loss, damage, claims, costs, expenses, including attorney's fees, and liability for bodily injury to or death of any persons and loss of or damage to any property and loss of use thereof (including but not limited to employees, subcontractors, agents, invitees and the property of each party hereto) arising out of or in any way connected with the work under said agreement upon or adjacent to DART property, whether or not caused or contributed to by the presence or operation of DART or Railroad trains, engines, cars or other equipment, structures or facilities of DART or Railroad or any other party, or by negligence or alleged negligence on the part of DART or Railroad, or any of DART's or Railroad's agents, employees, contractors, subcontractors or invitees. In the event any part of the provisions of this section are determined by any statutory enactment or judicial decision to be void or unenforceable, then this section shall not fail in its entirety but will be enforceable to the extent permitted by law. For the purposes of this section, the term "Railroad" shall include any other railroad company using DART property with DART's consent and any affiliate, subsidiary or lessor of DART.

4. Prior to start of work or occupancy of premises under this agreement, Contractor agrees to procure and maintain at its sole cost and expense, the following types and amounts of insurance with an insurer or insurers and form satisfactory to DART:

Comprehensive general and automobile liability insurance with contractual liability endorsement and products and completed operations hazards included, which shall provide coverage for combined single limits of not less than \$2,000,000, as further outlined below.

All insurance coverage's required by the attached agreement shall provide the following as a minimum standard:

(a) Comprehensive General Liability With Contractual Liability Endorsement.

-Combined single limit of at least \$2,000,000.

-DART, Railroad **and all affiliated companies and organizations** are named as additional insureds without any qualifications or restrictions.

-DART must have 30 days notice of cancellation or modification.

(b) Comprehensive Automobile Liability Policy

-Combined single limit of at least \$2,000,000.

-DART and Railroad are named as additional insureds without any qualifications or restrictions.

-Must have 30 days notice of cancellation or modification.

(c) Workers' Compensation Insurance

-Providing Statutory Benefits under the Workers' Compensation Act of the State of Texas and/or any other State or Federal Law or Laws applicable to the Contractor's employees performing the work under this agreement.

-Employer's Liability Insurance with limits of liability of not less than \$500,000 each accident, \$500,000 each employee for disease and \$500,000 policy limit for disease.

-Endorsed with a Waiver of Subrogation Endorsement, waiving the carrier's right of recovery under subrogation or otherwise from the Authority.

(d) Contractor agrees to furnish DART Certificates of Insurance (or, as and when DART may direct, copies of the actual insurance policies) as evidence of the coverage's outlined in (a), (b) and (c) above. Approval will be expedited if all required coverage's and the following endorsements are included on the Certificates:

-Endorsement showing DART and its affiliate companies and organizations named as additional insureds. The certificate must specify that the endorsement is applicable to the General Liability and Auto Liability Policies.

-Contractual liability endorsement.

-Endorsement removing exclusions from contractual liability endorsement for operations within 50 feet of a railroad or the purchase of a Railroad Protective Policy.

-Endorsement removing exclusions for XCU hazards.

-Waiver of subrogation endorsement specific to Workers' Compensation.

5. All policies should contain a cross liability endorsement reading as follows:

"It is agreed that the inclusion of more than one person, corporation, organization, firm or entity as insured under this policy shall not in any way affect the rights of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit or judgment made, brought or recovered by or in favor of any other insured. This policy shall protect each person, corporation, organization, firm or entity in the same manner as though a separate policy had been issued to each; provided that this endorsement shall not operate to increase the company's limits of liability as set forth elsewhere in this policy."

6. Contractor shall deposit with DART the sum of \_\_\_ -0- \_\_\_ (\$\_\_\_ -0- \_\_\_) representing the estimated expense to be incurred by DART in connection with said work. Contractor shall deposit the sum of \_\_\_ -0- \_\_\_ (\$\_\_\_ -0- \_\_\_) representing the estimated expense to be incurred by Railroad in connection with said work.

If there is no amount indicated in the blank space provided above for the deposit to be made by Contractor, in lieu of such deposit Contractor shall cause the attached performance bond to be executed by a reliable surety acceptable to DART, condition upon the faithful performance of the provisions of this agreement.

7. The permission herein given shall not be assigned by Contractor without the prior written consent of DART except in the case of subcontractors who shall be deemed agents of Contractor subject to the terms of this agreement.

8. No vehicular crossing over DART's track shall be installed or used by Contractor without prior written permission of DART.

9. No work shall be done between the hours of 6:00 p.m. and 6:00 a.m., nor on Saturdays, Sundays or legal holidays without prior written permission of DART.

10. At DART's request, Contractor shall remove from DART premises any employee of Contractor or any subcontractor who fails to conform to the instructions of DART's representatives in connection with work on DART premises, and any right of Contractor to enter upon DART premises shall be suspended until such request of DART or Railroad is met. Contractor shall indemnify DART against any claim arising from the removal of any such employee from DART premises.
11. Company-issued photo identification is required of all contractors and subcontractors working on the DART premises.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate the day and year first above written.

DALLAS AREA RAPID TRANSIT

By \_\_\_\_\_  
Kathryn D. Waters  
Vice President  
Commuter Rail & Railroad Management

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Printed Name:  
Title:

## MEMORANDUM

---

**TO:** Steve Chutchian  
**FROM:** John Hill  
**RE:** DART License Agreement  
**DATE:** December 18, 2003

---

Steve, I have reviewed the proposed License Agreement between DART and the Town regarding the 12-inch water line to be installed along Spectrum Drive, and the document entitled "Amendment to License No. 970904" and have the following comments:

### License Agreement (Water Line)

#### 1. Section 1, Purpose

(a) Add the words "reconstructing", "replacing", and removing" in the list of purposes (see Section 5.01, which includes "reconstruction", "replacement", and "removal" regarding the water line), so that it reads as follows:

DART hereby grants a license (the "License") to Licensee for the purposes of constructing, reconstructing, installing, maintaining, replacing, removing, and operating one (1) 12-inch water pipeline (the "Permitted Improvement")...

(b) The "Property" is described as "shown in Exhibit 'A'", but the extent of the Property is not clear to me. For example, is there adequate room within the Property to allow construction and maintenance activities to occur?

(c) Amend the beginning of the second paragraph as follows (to be consistent with the language used in the preceding paragraph):

The Property shall be used by Licensee solely for the purpose of constructing, reconstructing, installing, replacing, removing, operating and maintaining the Permitted Improvement (the "Permitted Use").

(d) Note that the term "Permitted Improvement" is used, but that in other places in the Agreement (e.g., Section 13), the term used is "Permitted Improvements". The same term should be used throughout.

#### 2. Section 4, Non Exclusive License

This Section provides in part that the license is subject to existing facilities located within the Property and to any existing lease, license or other interest in the Property granted by DART. However, the Agreement does not address future users of the Property who install equipment or property within the Property. Therefore, amend the first paragraph and add a new paragraph as follows:

This license is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by

DART, or by any railroad, utility, or communication company, public or private and installed pursuant to an agreement with DART; (b) to all vested property rights presently owned by any railroad, utility, or communication company, located within the boundaries of the Property; and (c) to the actual and current use of the Property by any individual, corporation, or other entity pursuant to any existing lease, license or other interest in the Property granted by DART to any individual, corporation or other entity, public or private.

In the granting or conveyance of any license, lease, or other interest in or to the Property after the beginning date of the Term, or in any modification of or amendment to a license, lease, or other interest in the Property existing on the beginning date of the Term which expands or increases any right in or to, or use of, the Property, DART agrees that it shall include a provision comparable to the foregoing paragraph in any such grant, conveyance, modification, or amendment.

Notwithstanding any other provision of this Agreement, DART will use commercially reasonable efforts to ensure that any equipment, facilities, or property ("Other Equipment") installed or used in, on, under, or upon the Property after the beginning of the Term (as described in Section 2) by any person or entity will be installed and/or used in a manner that will not interfere with the Permitted Use. Prior to permitting the installation of Other Equipment in, on, under, or upon the Property following the beginning of the Term, which DART has reason to believe may interfere with the Permitted Use, DART shall direct such subsequent user to submit plans and specifications for its equipment to Licensee. Licensee agrees to promptly review any plans submitted and to use commercially reasonable efforts to resolve any potential interference issues to the mutual satisfaction of both itself and the subsequent user. In the event that despite commercially reasonable efforts to resolve any potential interference issues to the mutual satisfaction of Licensee and the subsequent user such issues remain unresolved, DART agrees that such subsequent user or such Other Equipment shall be relocated so that the subsequent user does not interfere with the Permitted Use.

3. Section 5, Design, Construction, Operation and Maintenance

(a) Section 5.02 - Amend the second sentence as follows and add a fourth sentence as follows:

*Change to second sentence:* Such approval shall not be unreasonably withheld or delayed.

*New fourth sentence:* DART shall keep all construction plans confidential and shall not release such plans to any third person or entity.

(b) Section 5.03 - Amend as follows:

By acceptance of this License, Licensee agrees to design and construct the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's failure to use reasonable care in its use of the Property under this Agreement.

The change regarding "reasonable care" is consistent with the standard of reasonable care set forth in Section 8.

4. Section 7, DART's Standard Contract and Insurance. Please note that the last sentence provides that a "company issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property."

5. Section 9.04. Amend as follows:

Licensee shall indemnify and hold DART harmless against all cost of environmental clean up to the Property resulting from Licensee's negligent use of the Property under this Agreement.

6. Section 11, Maintenance of Completed Improvements. Amend the second sentence as follows:

The Permitted Improvement shall be maintained by the Licensee ~~in such a manner as to keep the Property in a commercially reasonable good and safe condition and repair~~ with respect to Licensee's use. In the event the Licensee fails to maintain the Permitted Improvement Property as required and such failure causes damage to the Property, upon discovery, DART shall notify Licensee of such occurrence in writing.

7. Section 12, Future Use by DART.

(a) Section 12.01 - Amend as follows:

This license is made expressly subject and subordinate to the right of DART to use the Property for any purpose whatsoever which DART is authorized by law to perform.

(b) Note that Section 12.02 provides that the Town will have to relocate the water line at the Town's cost if DART determines that relocation is necessary or convenient for DART's use of the Property. The provision also states that it applies to "DART's assigns". Who are those? Would an assign include a telecommunications company who receives a license from DART to install telecommunications equipment? It would be helpful to clarify who "DART assigns" may be.

Note also that relocation must occur within 30 days, unless extended by mutual agreement of the parties. Consider revising the provision to a longer time (e.g. 90 days).

8. Section 13, Relocation Benefits. What is the purpose of this Section? I don't understand why the provision needs to state what seems to be the obvious, that the "construction of the Permitted Improvements...shall be subsequent to the acquisition of the Property by DART...".

9. Section 15, Compliance With Laws and Regulations. Amend as follows:

Licensee agrees, with respect to Licensee's use of the Property for the Permitted Use, to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by Railroad regulations, policies, and operating procedures established by the Railroad...

10. Section 16, Indemnification.

(a) Section 16.02. Amend as follows:

Licensee shall at all times protect, indemnify and **it is the express intention of the parties hereto that Licensee** hold DART and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees, arising out of or from any accident or other occurrence on or about said Property to the extent resulting from the negligent use of the Property by Licensee, its officers, employees, agents, customers and invitees;

(b) Add a new Section 16.04 to read as follows:

16.04. Any obligation of Licensee hereunder to pay for damages, or to defend, indemnify, or hold harmless, is limited by and subject to any immunity (whether under the Texas Tort Claims Act or otherwise) of or available to Licensee, and is provided by Licensee without waiving any of its rights under any immunity laws.

11. Section 17, Termination of License. Amend Section 17.01 as follows:

At such time as this license may be terminated or canceled for any reason whatever, Licensee, upon request by DART, shall remove the Permitted Improvementall improvements and appurtenances owned by it, situated in, under or attached to the Property and shall, in connection with such removal, restore the Property to the condition satisfactory to DART, reasonable wear and tear excepted, at Licensee's sole expense.

12. Section 18, Assignment. Amend as follows:

Except to an entity that is the parent, subsidiary, or affiliate of Licensee, to whom Licensee may assign or transfer its rights under this Agreement without DART's consent, Licensee shall not assign...

13. Section 19, Methods of Termination. Section 19.02 allows the license to be terminated by either party upon 30 days written notice being given. I would suggest that this right to terminate be deleted, and that the right to terminate be limited to the agreement of the parties (19.01) or the failure of a party to perform (19.03). Amend Section 19.03 as follows:

By either party, upon failure of the other party to perform its obligations as set forth in this Agreement, and (i) such failure remains uncured for a period of 60 days after notice thereof (which notice shall specifically identify the failure) is received by the failing party, or (ii) if the failure cannot with diligence be cured within the said 60 day period, if within such 60 day period the failing party provides the non-failing party written notice of the curative measures which it proposes to undertake, and proceeds promptly to initiate such measures to cure such failure, and thereafter prosecutes the curing of such failure with diligence and continuity, the time within which such failure may be cured shall be extended for such period as may be necessary to complete the curing of such failure with diligence and continuity.

14. Section 20, Miscellaneous.

(a) Section 20.01. Next to the P.O. Box address for the Town, add an address to which notices may be hand-delivered.

(b) Section 20.03. Add at the end:

Venue for any action under this Agreement shall lie in Dallas County, Texas.

15. Add the following:

DART represents that the Property (including all improvements thereon) are in substantial compliance with building, life/safety, disability and other applicable laws, codes, regulations and ordinances of applicable governmental authorities. DART represents that it has no knowledge of any substance, chemical or waste on, in, or under the Property (or in the improvements thereon) that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law, regulation or ordinance.

DART represents that it is the sole owner of the Property, and that not other person or entity is necessary to execute this Agreement and to grant the rights set forth herein to Licensee.



Mr. Steve Chutchian  
December 18, 2003  
Page 6

Amendment to License No. 970904

This document states that there is an existing License Agreement between the Town and DART dated December 4, 1997 regarding "the proposed Spectrum Drive, a forty-eight foot public road crossing in Addison, Texas." The Amendment provides for the "Permitted Improvements" as defined in the License Agreement to be modified to "include a retaining wall encroachment as shown highlighted on Exhibit A". All other provisions of the License Agreement are to remain in effect. Are you aware of this License Agreement?

Please let me know if you have any questions or comments or would like to discuss any of the above.

cc: Ken Dippel

Ken  
one  
way  
doesn't  
or  
know  
the  
other.

SECTION CA  
AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 9 day of December, 2003, by and between the Town of Addison, of the County of Dallas and State of Texas, acting through its Mayor, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Site Concrete, Inc., of the City of Grand Prairie, County of Dallas, State of TX, 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:

**Spectrum Drive North/South Extension**

and all extra work in connection therewith, under the terms as stated in the General and Specific Provisions 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 210 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 \$ 2,536,979.50 in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

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

TOWN OF ADDISON  
(OWNER)

ATTEST:

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

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Party of the Second Part  
(CONTRACTOR)

ATTEST:

\_\_\_\_\_

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

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

I, \_\_\_\_\_, certify that I am the secretary of the corporation named as CONTRACTOR herein; that \_\_\_\_\_, who signed this Contract on behalf of the CONTRACTOR is the \_\_\_\_\_ of said corporation; that said     (official title)     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

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

October 30, 2003

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

**RE: Spectrum Drive-North & South Extensions  
Contract Amendment #2**

Dear Mr. Chutchian

Pursuant to our meeting on October 28, 2003, Huitt-Zollars is providing this contract amendment for additional services associated with the re-location of Street R-2 and re-design of street lights. As you are aware, our design was complete based on the original scope of services.

At the request of the City, Street R-2 is being moved south approximately 80 feet to accommodate the site plan submitted by City Homes. This will require re-design of street grades for the connecting street and re-design of the water, wastewater, storm sewer and electric duct design at that street intersection location. In addition we must re-design the head-in parking and sidewalk layout to respond to the street shift.

Also at the request of the City, Huitt-Zollars will provide a re-design of the street light plan to adhere to the lighting study being prepared by others. This will involve changing the light placement, details and a new circuit design to respond to the change in wattage at each fixture location.

Huitt-Zollars requests a lump sum fee increase in the amount of \$7,500 to make the noted design revisions.

## **TERMS & CONDITIONS**

**Following are the Terms and Conditions that will apply to this proposal.**

### **1. AUTHORIZATION FOR WORK TO PROCEED**

Signing of this AGREEMENT for services shall be authorization by the CLIENT for Huitt-Zollars, Inc. (HZI) to proceed with the work, unless stated otherwise in the AGREEMENT.

### **2. COST ESTIMATES FOR PROPOSED CONSTRUCTION**

Construction cost estimates provided by HZI are prepared from experience and judgement. HZI has no control over market conditions or construction procedures and does not warrant that proposals, bids, or actual construction costs will not vary from HZI estimates.

### **3. STANDARD OF PRACTICE**

Services performed by HZI under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty

or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

**4. SALES TAXES**

All sales taxes required to be paid by HZI will be billed to the client in addition to fees.

**5. BILLING AND PAYMENT**

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HZI for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HZI on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HZI in writing within ten (10) calendar days of receipt of the bill in question, and pay when due that portion of the invoice, not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HZI more than thirty (30) calendar days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT for any reason fails to pay the undisputed portion of Huitt-Zollars, Inc. (HZI) invoices within 30 days of presentation, HZI shall cease work on the project and CLIENT shall waive any claim against HZI, and shall defend and indemnify HZI from and against any claims for injury or loss stemming from HZI's cessation of service. CLIENT shall also pay HZI the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any bill or portion thereof is disputed by CLIENT, CLIENT shall notify HZI within ten days of receipt of the bill in question, and CLIENT and HZI shall work together to resolve the matter within 60 days of its being called to HZI's attention. If resolution of the matter is not attained within 60 days, either party may terminate this AGREEMENT.

**6. LIMITATION OF LIABILITY**

In order for the CLIENT to obtain the benefits of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit HZI's liability arising from HZI's professional acts, errors or omissions, such that the total aggregate liability of HZI shall not exceed HZI's total fee for the services rendered on this project.

**7. CONSEQUENTIAL DAMAGES**

The CLIENT shall not be liable to HZI and HZI shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or HZI, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

**8. TERMINATION**

In the event termination becomes necessary, the party (CLIENT or HZI) effecting termination shall so notify the other party. and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the CLIENT shall within thirty (30) calendar days of termination remunerate HZI for

Mr. Steven Z. Chutchian, P.E.  
Spectrum Drive-North & South Extension  
Contract Amendment #2  
October 30, 2003  
Page 3 of 4

services rendered and costs incurred up to the effective time of termination, in accordance with HZI's prevailing fee schedule and expense reimbursement policy.

**9. ADDITIONAL SERVICES**

Any services beyond those specified will be provided for separately under an additional Work Authorization or amended Work Authorization.

IF ANY ONE OR MORE OF THE PROVISIONS CONTAINED IN THIS AGREEMENT SHALL BE HELD UNENFORCEABLE, THE ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE IMPAIRED.

AUTHORIZATION

If this proposal is acceptable, please sign below and return one original to us as our notice to proceed. Attached you will find our current "Basis for Professional Fees and Charges" which is made a part of this proposal and will apply for work performed on a time and materials basis; please initial to indicate your acceptance. New rates may be posted each January.

Thank you for the opportunity to provide this proposal for your project and we appreciate your interest in our firm.

Sincerely,

**HUITT-ZOLLARS, INC.**



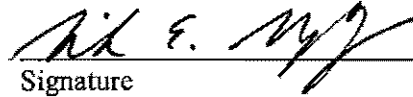
David E. Meyers, PE  
Associate



Robert L. Phillips  
Senior Vice-President

Accepted for:

**Town of Addison,**



Signature

Michael E. Murphy / DIRECTOR  
PUB. WORKS

Printed name and title

11/5/03

Date

**DALLAS  
 2003  
 HOURLY RATE SCHEDULE**

*Engineering/Architecture*

Principal-In-Charge	\$ 170.00
Sr. Project Manager	\$ 140.00
Project Manager	\$ 125.00
Sr. Civil Engineer	\$ 120.00
Sr. Structural Engineer	\$ 120.00
Sr. Mechanical Engineer	\$ 140.00
Sr. Electrical Engineer	\$ 140.00
Civil Engineer	\$ 100.00
Structural Engineer	\$ 100.00
Mechanical Engineer	\$ 110.00
Electrical Engineer	\$ 110.00
Plumbing Engineer	\$ 125.00
Engineer Intern	\$ 80.00
Sr. Landscape Architect	\$ 110.00
Landscape Architect	\$ 80.00
Landscape Architect Intern	\$ 70.00
Sr. Planner	\$ 110.00
Planner	\$ 80.00
Planner Intern	\$ 70.00
Sr. Environmental Scientist	\$ 110.00
Environmental Scientist	\$ 80.00
Sr. Designer	\$ 90.00
Designer	\$ 85.00
Sr. CADD Technician	\$ 85.00
CADD Technician	\$ 70.00

*Administrative*

Sr. Project Support	\$ 55.00
Project Support	\$ 45.00

*Survey*

Survey Manager	\$ 135.00
Sr. Project	\$ 95.00
Project Surveyor	\$ 85.00
Surveyor Intern	\$ 75.00
Survey Technician	\$ 70.00

*Survey Crews*

1-Person Survey Crew	\$ 75.00
2-Person Survey Crew	\$ 105.00
3-Person Survey Crew	\$ 125.00
1-Person Survey Crew-GPS	\$ 140.00
2-Person Survey Crew-GPS	\$ 160.00
3-Person Survey Crew-GPS	\$ 185.00

**Construction**

Construction Manager	\$ 135.00
Resident Engineer	\$ 120.00
Resident Project Representative	\$ 85.00

*Reimbursable Expenses*

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	\$0.36/mile

Client Initial \_\_\_\_\_



## Steve Chutchian

---

**From:** Minok Suh  
**Sent:** Tuesday, October 28, 2003 10:20 AM  
**To:** Steve Chutchian; Luke Jalbert  
**Cc:** Jim Pierce  
**Subject:** Bid No:04-03

Here is the schedule I have assigned for the upcoming bid.

Please provide me with Bid Name.

I will need bid ad information by Friday, Oct 31. Plans on CD's or hard copies (one or the other) by Thursday, November 6 late afternoon, evening is fine. I will be here to prepare for distribution for Friday morning.

Let me know if you have any questions.

Thanks  
Minok

Bid No: 04-03

Bid Name: *SPECTRUM DRIVE N/S EXTENSION*

Cost Est: 3million? *3.1 million*

Engineers- ? *HUTT-ZOLLERS, INC.*

First Ad: 11/7/03

Second Ad 11/14/03

Pre Bid- ? *11/17/03 10:00 AM*

Bid Opening: Monday, December 1, 2003 @ 10:00AM

Tuesday, 12/2/03 - Notify Gayle @ Town Hall of Council Agenda Item  
Council- 12/09/03

## Steve Chutchian

---

**From:** Steve Chutchian  
**Sent:** Friday, October 24, 2003 9:03 AM  
**To:** Jim Pierce  
**Subject:** RE: Revised Spectrum Drive Status

-----Original Message-----

**From:** Steve Chutchian  
**Sent:** Wednesday, October 22, 2003 3:06 PM  
**To:** Jim Pierce  
**Subject:** Spectrum Drive

Jim:

The following is a status of the Spectrum Drive Extension Project:

- ✓ Engineering plans are in the 90% complete status, and under review by staff. Engineering design should be completed in November 2003.
- ✓ A revised rail crossing design has been submitted to DART for review. A follow-up letter is being sent to DART at this time in order to request an expedited approval of the design and construction of the crossing.
- ✓ Existing utility relocation consists of removal of two abandoned poles and one abandoned SBC line. This can also be performed by our contractor during construction.
- ✓ The street light design, based on shoe box fixtures and the Town owning the lights and installing electric meters for them, is included with the specifications for construction. However, the design has not yet been submitted to TXU for approval. This will take place in about 1-2 weeks. SBC is currently underway with engineering for the extension of telephone service capability. All improvements may be completed by December 2003.
- Gensler is underway with the lighting study that directly affects Spectrum Drive. The results of this study may not be ready for implementation until late November 2003. If we implement Genslers design (we anticipate that we will), a redesign of this portion of the project will be required. This will hold up bidding the project, and will add more engineering and construction cost. Right-of-way acquisition involves the need to complete closing of a corner clip by the title company on the corner of Airport Pkwy. and Spectrum Drive. This will be completed in October 2003. In addition, Post Properties is nearing completion of contractual wording with the City Attorney for a parcel along Spectrum Drive. Finally, an off-site drainage easement from the Millennium development is nearing completion and should be finalized by the first of November 2003.
- ✓ Due to the intersecting roadway realignment with the proposed Post Properties development, it will be necessary for the engineer to perform a redesign in this area. This redesign may not be completed until December 2003.

Based on the current status of the above components of the Spectrum Drive project, we estimate that the time to initiate the bidding process is January 2004. Construction would begin in early March 2004.



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-0163  
214/749-3278

October 23, 2003

Town of Addison  
Mr. Luke Jalbert  
Post Office Box 9010  
Addison, TX 75001-9010

Re: License Agreement No. 970904 covering Spectrum Drive crossing in Addison, Texas

Dear Mr. Jalbert:

DART has completed the review of plans submitted by Huitt-Zollars on 9/29/03 and has the following comments:

1. Drawings need to be revised to show the median curb set back eight feet from the track centerline as shown on Enclosure 1 "Proposed Typical Grade Crossing Layout".
2. "Section A-A, Typical Section" on sheet 56 needs to be revised as shown on Enclosure 2.
3. The drawings show the limits of track work to be 138.5-feet, however the scaled dimension appears to be 270-feet.
4. General Note 5 requires the contractor to remove the existing ballast to the subgrade and replace with 8-inches of new ballast. This note should be revised to say subballast not subgrade. This note also references a 45-foot grade crossing whereas the drawing's note requires a 72-foot grade crossing.
5. General Note 7 requires the contractor to install 45-feet of new prefabricated concrete grade crossing. As per the previous comment this dimension is inconsistent. In addition the panels should extend beyond the outside edge of the sidewalks.

Please have your engineers address these comments and submit revised plans. If you have any questions, please contact me at (214) 749-2636.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ben Claybour", is written over a light blue horizontal line.

Ben Claybour  
Right of Way Representative



Dallas Area Rapid Transit  
P.O. Box 660163  
Dallas, Texas 75266-0163  
214/749-3278

Page Two

Cc: Sergio Garza – Huitt-Zollars, Inc. 3131 McKinney Avenue, Suite 600 Dallas, TX 75204

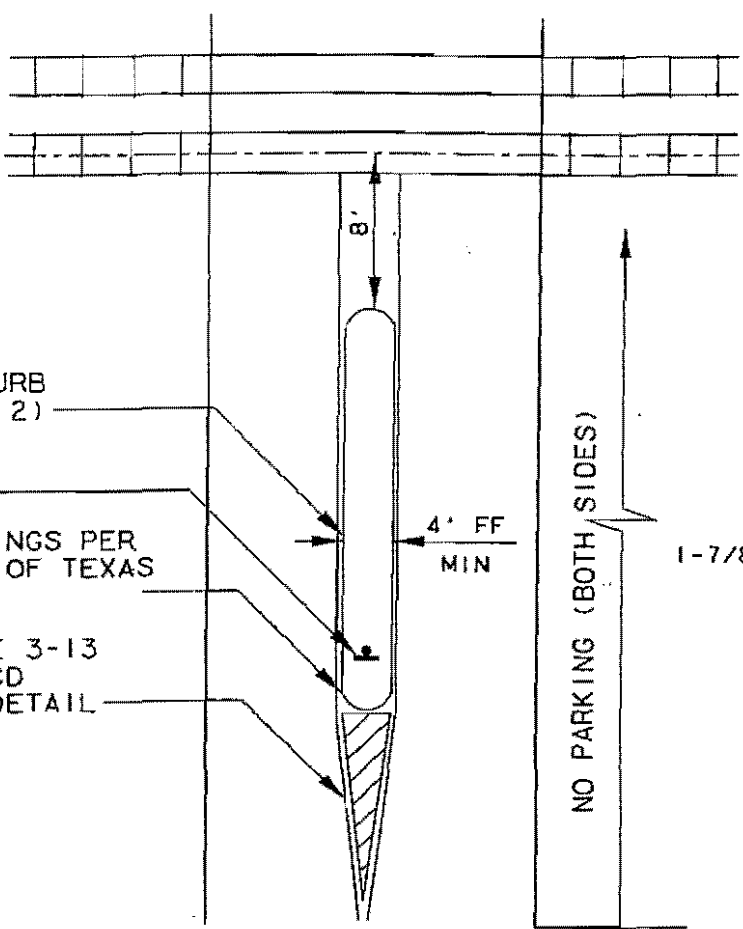
ENCLOSURE 1

# ENCLOSURE 1

F:\DCFA\dm\figure4\_5.008  
 Wed Mar 12 15:47:00 2003  
 P:\PLOT\LEX8.5X11\figure4\_5.p.  
 vrivera

TATION=90.000000  
 .les\smdar1.tbl

no ref ic  
 no ref log.cul  
 no ref name\*  
 no ref levels\*  
 no ref name\*  
 no ref levels\*



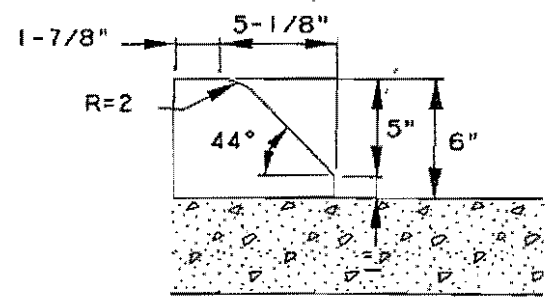
BARRIER CURB  
 (SEE NOTE 2)

R4-7 SIGN

CURB MARKINGS PER  
 SECT 3D-3 OF TEXAS  
 MUTCD

SEE FIGURE 3-13  
 TEXAS MUTCD  
 PVMT MKG DETAIL

NO PARKING (BOTH SIDES)



DETAIL 1  
 (MOUNTABLE CURB)

### NOTES:

1. MEDIAN LENGTH DESIRABLE-150'  
 MINIMUM-75' (UNLESS OPERATIONAL  
 CONSIDERATIONS REQUIRE FURTHER  
 REDUCTION.
2. FOR TWO(2) LANE STREETS MEDIAN  
 CURB SHOULD BE IN ACCORDANCE WITH  
 DETAIL.

### F-F WIDTHS (FT)

STREET	MEDIAN	LANE (NO)
26-36	4-10	11-13 (2)
44	4	10 (4)



CARTER BURGESS  
 JACOBS ENGINEERING  
 & ARCHITECTURE  
 INCORPORATED  
 KAI ALLIANCE

DART PROJECT



DART DESIGN CRITERIA

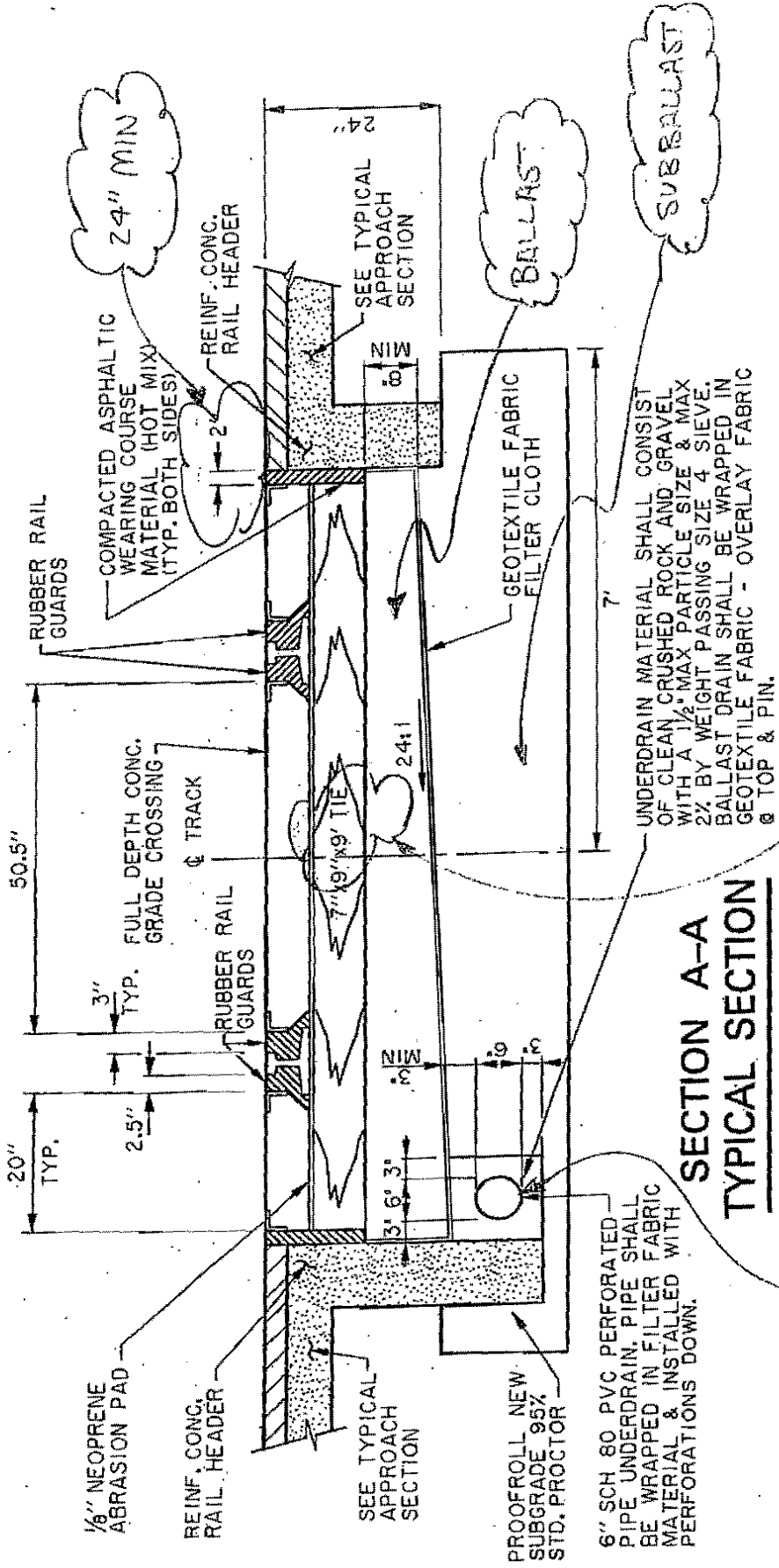
PROPOSED TYPICAL  
 GRADE CROSSING LAYOUT

SCALE: NTS

FIGURE: 4-5

C:\DCFA\dm\figure4\_5.008

ENCLOSURE 2



**SECTION A-A  
TYPICAL SECTION**

NTS

6" SCH 80 PVC PERFORATED PIPE UNDERDRAIN PIPE SHALL BE WRAPPED IN FILTER FABRIC MATERIAL & INSTALLED WITH PERFORATIONS DOWN.

UNDERDRAIN MATERIAL SHALL CONSIST OF CLEAN CRUSHED ROCK AND GRAVEL WITH A 1/2" MAX PARTICLE SIZE & MAX 2% BY WEIGHT PASSING SIZE 4 SIEVE. BALLAST DRAIN SHALL BE WRAPPED IN GEOTEXTILE FABRIC - OVERLAY FABRIC @ TOP & PIN.

MINIMUM TIE LENGTH 10'

LOWER THE UNDER DRAIN SO THAT THE PERFORATIONS ARE BELOW THE SUBBALLAST



## Steve Chutchian

---

**From:** Steve Chutchian  
**Sent:** Wednesday, October 22, 2003 3:06 PM  
**To:** Jim Pierce  
**Subject:** Spectrum Drive

Jim:

The following is a status of the Spectrum Drive Extension Project:

- Engineering plans are in the 90% complete status, and under review by staff. Engineering design should be completed in November 2003.
- A revised rail crossing design has been submitted to DART for review. A follow-up letter is being sent to DART at this time in order to request an expedited approval of the design and construction of the crossing.
- Existing utility relocation consists of removal of two abandoned poles and one abandoned SBC line. This can also be performed by our contractor during construction.
- The street light design, based on shoe box fixtures and the Town owning the lights and installing electric meters for them, is included with the specifications for construction. However, the design has not yet been submitted to TXU for approval. This will take place in about 1-2 weeks. SBC is currently underway with engineering for the extension of telephone service capability. All improvements may be completed by December 2003.
- Gensler is underway with the lighting study that directly affects Spectrum Drive. The results of this study may not be ready for implementation until late November 2003. If we implement Genslers design (we anticipate that we will), a redesign of this portion of the project will be required. This will hold up bidding the project, and will add more engineering and construction cost. Right-of-way acquisition involves the need to complete closing of a corner clip by the title company on the corner of Airport Pkwy. and Spectrum Drive. This will be completed in October 2003. In addition, Post Properties is nearing completion of contractual wording with the City Attorney for a parcel along Spectrum Drive. Finally, an off-site drainage easement from the Millennium development is nearing completion and should be finalized by the first of November 2003.
- Due to the intersecting roadway realignment with the proposed Post Properties development, it will be necessary for the engineer to perform a redesign in this area. This redesign may not be completed until December 2003.

Based on the current status of the above components of the Spectrum Drive project, we estimate that the time to initiate the bidding process is January 2004. Construction would begin in early March 2004.

## Steve Chutchian

---

**From:** Steve Chutchian  
**Sent:** Wednesday, October 22, 2003 3:06 PM  
**To:** Jim Pierce  
**Subject:** Spectrum Drive

Jim:

The following is a status of the Spectrum Drive Extension Project:

- Engineering plans are in the 90% complete status, and under review by staff. Engineering design should be completed in November 2003.
- A revised rail crossing design has been submitted to DART for review. A follow-up letter is being sent to DART at this time in order to request an expedited approval of the design and construction of the crossing.
- Existing utility relocation consists of removal of two abandoned poles and one abandoned SBC line. This can also be performed by our contractor during construction.
- The street light design, based on shoe box fixtures and the Town owning the lights and installing electric meters for them, is included with the specifications for construction. However, the design has not yet been submitted to TXU for approval. This will take place in about 1-2 weeks. SBC is currently underway with engineering for the extension of telephone service capability. All improvements may be completed by December 2003.
- Gensler is underway with the lighting study that directly affects Spectrum Drive. The results of this study may not be ready for implementation until late November 2003. If we implement Genslers design (we anticipate that we will), a redesign of this portion of the project will be required. This will hold up bidding the project, and will add more engineering and construction cost. Right-of-way acquisition involves the need to complete closing of a corner clip by the title company on the corner of Airport Pkwy. and Spectrum Drive. This will be completed in October 2003. In addition, Post Properties is nearing completion of contractual wording with the City Attorney for a parcel along Spectrum Drive. Finally, an off-site drainage easement from the Millennium development is nearing completion and should be finalized by the first of November 2003.

Based on the current status of the above components of the Spectrum Drive project, we estimate that the time to initiate the bidding process is January 2004. Construction would begin in early March 2004.



REAL ESTATE APPRAISERS  
AND CONSULTANTS

**James Daniels & Associates, Inc.**  
9239 Vista Way • Fort Worth, TX 76126  
Phone: 817-249-4152 • Fax: 817-249-0368  
Toll Free: 888-879-4152  
[www.jdanielsassociates.com](http://www.jdanielsassociates.com)

September 2, 2003

Mr. Steve Z. Chutchian, P.E.  
Assistant City Engineer  
Town of Addison  
16801 Westgrove Drive  
Addison, TX 75001-9010

Dear Mr. Chutchian:

Enclosed is a copy of the signed Memorandum of Agreement for Parcel 4 from the Utah State Retirement Investment Fund. Please sign this memorandum and return to me in the enclosed envelope. I have forwarded the executed Right-of-Way Deed and a copy of the Memorandum of Agreement to Republic Title to prepare a closing package. I will send you a copy as soon as I receive it.

If you have any questions, please feel free to call me.

Sincerely,

JAMES DANIELS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'Kim Hiebert', with a stylized flourish at the end.

Kim Hiebert

Enclosure

After Recording Return To:

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

Kim Hiebert  
James Daniels & Assoc.  
9239 Vista Way  
Ft. Worth, TX 76126

**RIGHT-OF-WAY DEED**

**DATE:**       August 28, 2003

**GRANTOR:** Utah State Retirement Investment Fund  
540 EAST 200 SOUTH  
SALT LAKE CITY, UT 84102

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a retirement investment fund organized and existing under the laws of the State of Utah for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

Utah State Retirement Investment Fund

By: Devon W. Olson  
Print Name: Devon W. Olson  
Print Title: Director - Real Estate

UTAH  
STATE OF TEXAS §  
SALT LAKE §  
COUNTY OF DALLAS §

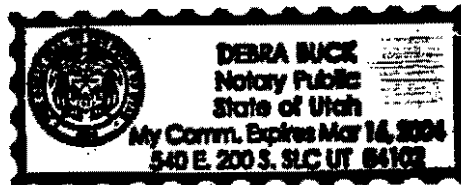
Before Me, the undersigned notary public in and for said county and state, on this 28 day of August, 2003, personally appeared Devon Olson, on behalf of Utah Retirement Systems, a Trust and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

Debra Buck  
Notary Public, State of Texas - Utah  
Print Name: Debra Buck

My Commission Expires:

3-16-04



**EXHIBIT A**

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 4**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of the final plat of 15851 Dallas North Parkway Addition, an addition to the Town of Addison, Texas as recorded in Volume 85021, Page 1686 of the Deed Records of Dallas County, Texas and being a portion of a tract of land described in instrument to the Utah State Retirement Investment Fund as recorded in Volume 96003, Page 1968 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the northwest corner of said 15851 Dallas North Parkway Addition, said point being on the platted southerly right-of-way line of Airport Parkway (55 foot right-of-way at this point as per said plat) from which a 1/2 inch iron rod found with "Powell & Powell" cap for the southwest corner of said addition, bears South 00 degrees 08 minutes 23 seconds West at a distance of 360.13 feet;

THENCE South 89 degrees 09 minutes 39 seconds East along the said southerly right-of-way line of Airport Parkway and northerly line of said addition a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 45 degrees 29 minutes 22 seconds West departing said southerly right-of-way line of Airport Parkway and northerly line of said addition a distance of 28.11 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner on the westerly line of said addition;

THENCE North 00 degrees 08 minutes 23 seconds East along the westerly line of said addition a distance of 20.00 feet to the POINT OF BEGINNING and containing 0.0046 of an acre of land, more or less.

HARRIS ADDITION  
VOL.78017 PG.1067  
LOT 1 BLOCK A

POINT OF BEGINNING  
1/2" IRF

EXHIBIT B

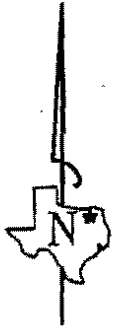
NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

60' R.O.W.  
(EXISTING)

AIRPORT PARKWAY

55' R.O.W.  
(EXISTING)

5' R.O.W. DEDICATION BY PLAT  
VOL.98001 PG.00033



QUORUM EAST  
ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

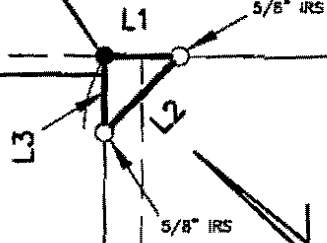
G. W. FISHER  
A B S T. N O.

69.65' R.O.W.

(PROPOSED)  
SPECTRUM DRIVE

TOWN OF ADOLSON  
VOL.98002 PG.00016

S 00°08'23"W 360.13'



PARCEL 4  
0.0046 AC.

SURVEY  
482

15851 DALLAS NORTH  
PARKWAY ADDITION  
VOL.85021 PG.1686

UTAH STATE RETIREMENT  
INVESTMENT FUND  
VOL.96003 PG.1968

10' TEXAS POWER &  
LIGHT CO. EASEMENT  
VOL.85021 PG.1686

LINE TABLE

COURSE	BEARING	DISTANCE
--------	---------	----------

**Memorandum of Agreement**

Utah State Retirement Investment Fund, referred to in this Memorandum as "Grantor", agrees to grant to the City of Addison, Texas, "Grantee", right-of-way on Grantor's property located in Dallas County, Texas, and described more particularly in Exhibit "A" which is attached to this Memorandum.

The amount to be paid for the right-of-way is \$5,000.00.

The conveyance and granting of the right-of-way is subject to the terms and conditions stated in the Right-of-Way Deed attached hereto.

Dated: 8/28/03

GRANTOR: Utah State Retirement Investment Fund

By: Devon W. Olson

GRANTEE: City of Addison

By: R. E. [Signature] 9/4/03  
CITY ENGINEER

9/4/03  
DATE

[Signature]  
ASSISTANT CITY MANAGER



25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

October 17, 2003

Ms. Gayle Walton  
Department Secretary  
City Manager's Office  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 3, Spectrum Drive Right-of-Way Project**

Dear Gayle:

Enclosed for the Town's files are the following file-marked documents:

1. Right-of-Way Deed for Parcel 3; and
2. Sidewalk Easement for Parcel 3A.

Please let me know if you have any questions.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c(w/Enclosures): Mr. Steve Chutchian  
(w/o Enclosures) Ms. Carmen Moran  
(w/o Enclosures) Mr. Kenneth Dippel

15

After Recording Return To:

Angela K. Washington  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**RIGHT-OF-WAY DEED**

**2455585**

DATE: July 31, 2003

4050157  
08/04/03

\$15.00 Deed

**GRANTOR:** TexOK Properties, L.P.  
2005 Faireloud Drive  
Edmond, OK 73034

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

(1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

(2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a limited partnership organized and existing under the laws of the State of Oklahoma, for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2003 150 00057

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

Hurst Holdings LLC  
General Partner of TexOK Properties, L.P.

By: [Signature]  
Print Name: Steve Hurst  
Print Title: Sole Member

Oklahoma  
STATE OF ~~TEXAS~~ §  
Logan §  
COUNTY OF ~~DALLAS~~ §

Before Me, the undersigned notary public in and for said county and state, on this 31<sup>st</sup> day of July, 2003, personally appeared Steve Hurst, sole member on behalf of Hurst Holdings LLC, a Oklahoma Limited Liability Co. the general partner of TexOK Properties, L.P., and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

[Signature]  
Notary Public, State of ~~Texas~~ Oklahoma #00014300  
Print Name: Vicki S. Wells

My Commission Expires:  
08/25/2004

**EXHIBIT A**

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 3**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northeast corner of a platted 0.0697 acre tract of land for right-of-way dedication of Spectrum Drive (69 foot right-of-way) as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said platted 0.0697 acre tract for Spectrum Drive a distance of 34.50 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for corner on the westerly line of said TEXOK Properties, L.P. Tract;

THENCE North 00 degrees 55 minutes 13 seconds East along the westerly line of said TEXOK Properties, L.P. Tract, a distance of 719.98 feet to the northwest corner of said TEXOK Properties, L.P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 34.50 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, passing at a distance of 535.93 feet a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for the northwest corner of a 3.371 acre tract of land described in instrument to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas and continuing along the westerly line of said 3.371 acre Staubach Company tract in all a distance of 719.99 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

QUORUM EAST ADDITION

VOL.98001 PG.00033

POST SERVICES, INC.  
VOL.98060 PG.03404

**EXHIBIT B**

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

15851 DALLAS NORTH PARKWAY ADDITION

VOL.85021 PG.1686

TOWN OF ADDISON, VOL.99002 PG.00016

5 89°05'45"E 5.00'

(FUTURE STREET R-1)

31' R.O.W. (PROPOSED)

L1

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

**LINE TABLE**

COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

**NOTE:**

Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

34.5'

5.0'

535.93'

535.93'

69' R.O.W. (PROPOSED)

5' SIDEWALK EASEMENT (PARCEL 3A - 0.0615 AC.)

PARCEL 3  
0.5702 AC.

(FUTURE STREET R-2)

61' R.O.W. (PROPOSED)

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(PROPOSED) SPECTRUM DRIVE

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

69' R.O.W.

SPECTRUM DRIVE

L2

N 89°04'47"W 5.00'

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

5/8" IRS

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

**LEGEND**

IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

MORRIS AVENUE

61' R.O.W.

LOT 5  
LOT 4  
LOT 3  
LOT 2  
BLOCK E

MILDRED PLACE

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

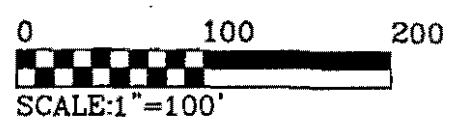
LOT 1, BLOCK D PAGE 3 OF 3

200150 00060



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. Yahoudy* 3-15-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003



**BASIS OF BEARINGS:**  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS**

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
**EXHIBIT PARCEL NO. 3**  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 3/14/2003

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

TOWN OF ADDISON 2455586  
SIDEWALK EASEMENT 4050160 \$15.00 Deed  
08/04/03

STATE OF TEXAS                   §  
  §           **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS           §

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as Grantee determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

To have and to hold the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 31 day of July, 2003

Hurst Holdings LLC  
General Partner of TexOK Properties, L.P.  
By [Signature]  
Print Name Steve Hurst  
Title Sole Member

Oklahoma  
STATE OF ~~TEXAS~~ §  
COUNTY OF ~~DALLAS~~ Logan §

BEFORE ME, the undersigned notary public in and for said county and state, on this 31<sup>st</sup> day of July, 2003, personally appeared Steve Hurst, Sole member of Hurst Holdings LLC on behalf of TexOK Properties LP, a Oklahoma Limited Partnership ~~the general partner of TexOK Properties, L.P.~~, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

*Vicki S. Skells*  
Notary Public in and for the State of ~~Texas~~ Oklahoma  
# 000 14300

MY COMMISSION EXPIRES:

08/25/2004

[SEAL]

**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 3A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the east side of Spectrum Drive and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 3529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap at the northwest corner of a 3.371 acre tract of land to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 535.93 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the northerly line of said TEXOK Properties, L.P. Tract;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 5.00 feet to a point for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, a distance of 535.93 feet to a point for a corner on the northerly line of said 3.371 acre Staubach Company tract;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said 3.371 acre Staubach Company tract a distance of 5.00 feet to the POINT OF BEGINNING and containing 0.0615 of an acre of land, more or less.



QUORUM EAST ADDITION

VOL.98001 PG.00033

POST SERVICES, INC. VOL.98060 PG.03404

EXHIBIT B

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

TOWN OF ADDISON VOL.99002 PG.00016

15851 DALLAS NORTH PARKWAY ADDITION

VOL.85021 PG.1686

61' R.O.W. (PROPOSED)

(FUTURE STREET R-1)

L1

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

S 89°05'45"E 5.00'

LINE TABLE

COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

NOTE:

Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

34.5'

535.93'

535.93'

66' R.O.W. (PROPOSED)

719.98'

719.99'

(PROPOSED) SPECTRUM DRIVE

SPECTRUM DRIVE

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

N 00°55'13"E

S 00°55'13"W

5' SIDEWALK EASEMENT (PARCEL 3A - 0.0615 AC.)

PARCEL 3 0.5702 AC.

(TRACT III) TEXOK PROPERTIES, L.P. VOL.2002240 PG.03529

(FUTURE STREET R-2)

61' R.O.W. (PROPOSED)

(TRACT II) TEXOK PROPERTIES, L.P. VOL.2002240 PG.03529

FISHER NO.

POINT OF BEGINNING - PARCEL 3A

G. W. ABST.

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

34.5'

184.06'

POINT OF BEGINNING

5/8" IRF WITH HUITT-ZOLLARS CAP

L2

TXU ELECTRIC COMPANY EASEMENT BY PLAT VOL.2000036 PG.02913

(3.371 AC.) THE STAUBACH COMPANY VOL.2000046 PG.02903

(0.0697 AC.) SPECTRUM DRIVE RIGHT-OF-WAY DEDICATION VOL.2000036 PG.02913

5/8" IRF

THE ASHTON VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS EASEMENT BY PLAT - VOL.2000036 PG.02913

LEGEND

IRF = Iron Rod Set with Huitt-Zollars yellow plastic cop  
IRF = Iron Rod Found

MORRIS AVENUE

69' R.O.W.

MILDRED PLACE

45' R.O.W.

AMENDED PLAT ADDISON CIRCLE PHASE II

VOL.2000153 PG.00015

LOT 1, BLOCK D

PAGE 3 OF 3

LOT 5 LOT 4 LOT 3 LOT 2 BLOCK E

LOT 1, BLOCK E

0 100 200



SCALE: 1"=100'

BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. Yahoudy* 3-15-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003

HUITT-ZOLLARS  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 3/14/2003

# **SUBMITTAL**

**SPECTRUM DRIVE**  
**NORTH / SOUTH EXTENSION**  
**TOWN OD ADDISON**

***ELECTRICAL DUCT BANK***

**SITE CONCRETE, INC.**  
**3340 ROY ORR BLVD.**  
**GRANS PRAIAIRE, TX 75050**



**DESIGN CRITERIA FOR UNDERGROUND PRECAST CONCRETE STRUCTURES**

**MATERIALS**

<u>General Description</u>	
- Compressive Strength	5,000 P.S.I
- Cement, unless otherwise specified by the project shall be	TYPE I OR III
- Reinforcing Steel is Grade 60 with yield strength	60,000 P.S.

**BATCH DESIGN:**  
(1 cubic yard)

- Cement	600	Lbs.
- Fly Ash, Typ. C	50	Lbs.
- Sand	1288	Lbs.
- 1" Limestone	1033	Lbs.
- Water	29.4	Gals.
- Pea Gravel	689	Lbs.
- PSA232, SUPER P (Masterbuilders/Superplasticizer)	117	Oz.
- POZZOLITH NC534 (Masterbuilders/Water-Reducer)	117	Oz.
- AE90 (Masterbuilders/Air Intrainment)	14	Oz.

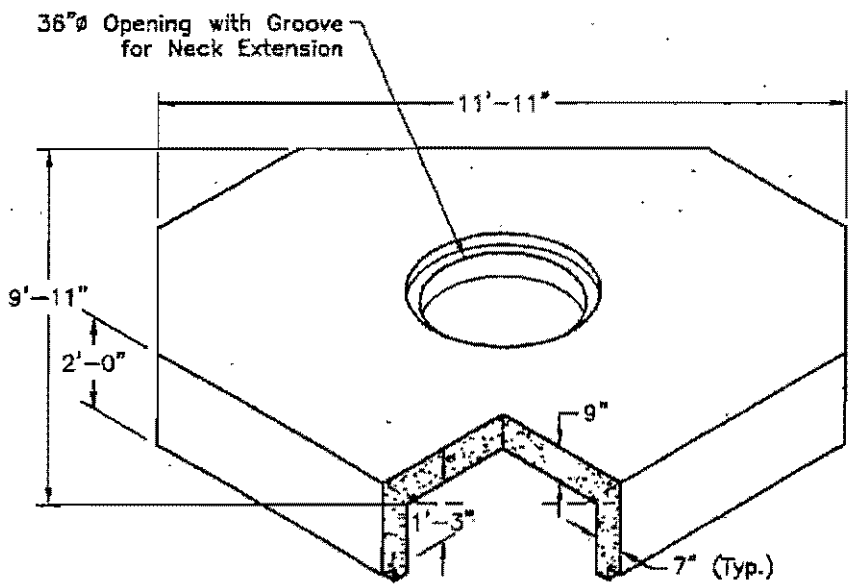
**SPECIFICATIONS:**

-Specifications for Deformed and Plain Steel Bars for Concrete Reinforcement . . .	ASTM A706
-Specifications for Concrete Aggregates	ASTM C33
-Test Method for Compressive Strength of Cylindrical Concrete Specimens	ASTM C39
-Method to Sieve Analysis for Fine and Coarse Aggregates	ASTM C136
-Test Method for slump of Portland Cement Concrete	ASTM C143
-Specification for Portland Cement	ASTM C150
-Method of Making and Curing Concrete Test Specimens in the Laboratory	ASTM C192
-Test Method of Air Content of Freshly-Mixed Concrete by the Pressure Method	ASTM C231
-Specification for Air-Entrainment Admixtures for Concrete	ASTM C260
-Specification for Chemical Admixtures for Concrete	ASTM C494
-Recommended Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures	ASTM C857
-Specification for Underground Precast Concrete Utility Structures	ASTM C858
-Specification for Design of Concrete using Ultimate Strength Methods	ACI 318

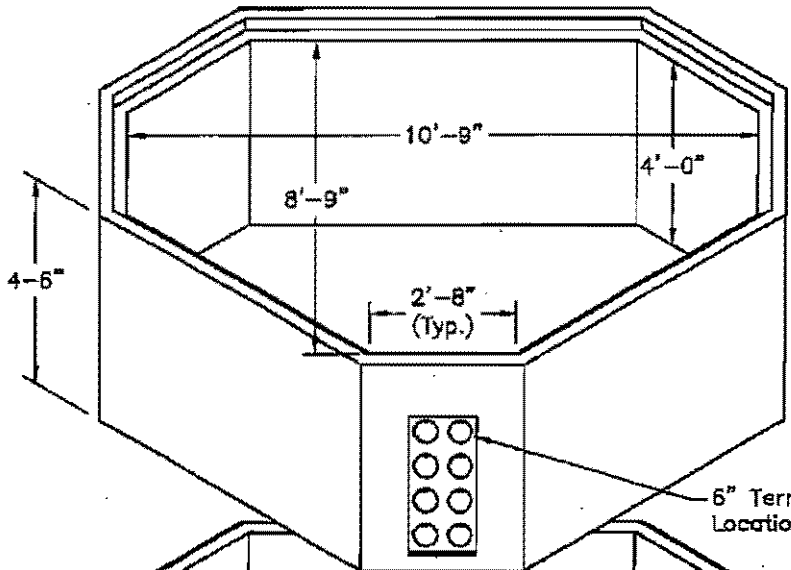
**LOADINGS:**

<u>Design Loading:</u>		
-Axle Load:	HS-20-44 W / impact	
-Wheel Load:	16	Kips
-Soil Weight:	120	Pcf.
-Lateral Soil Pressure:		
1. Dry Soil =	40	Pcf.
2. Saturated Soil =	80	Pcf.
-Lateral Live Load Surcharge: (Depth of 8.0 Ft.)	80	Psf.
-Soil Cover:		
Min. =	2.0	Ft.
Max. =	5.0	Ft.
-Assumed Water Table =	3.0	Ft.

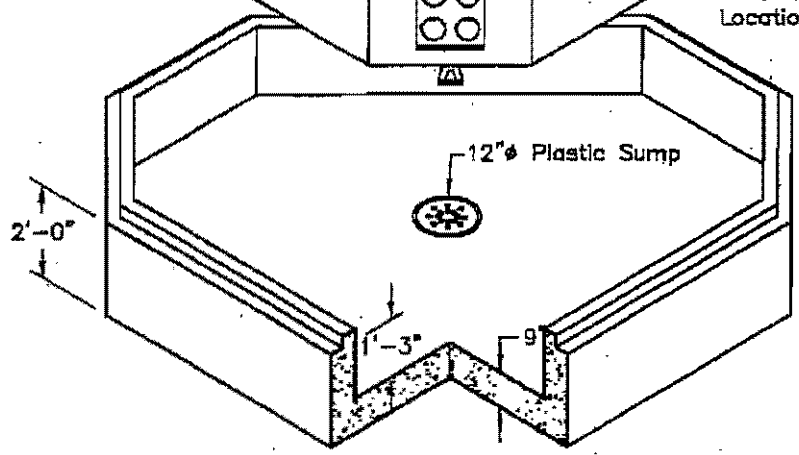
Note: Upon request, Oldcastle Precast will furnish copies of any raw-material certifications that are required to prove compliance with the above referenced specifications.



**15" Top**  
 Weight - 13,775 Lbs.  
 Item# - 1005120

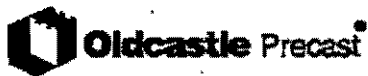


**54" Extension**  
 Weight - 12,575 Lbs.  
 Item# - 1005100



**15" Bottom**  
 Weight - 14,500 Lbs.  
 Item# - 1005140

SCALE: NONE



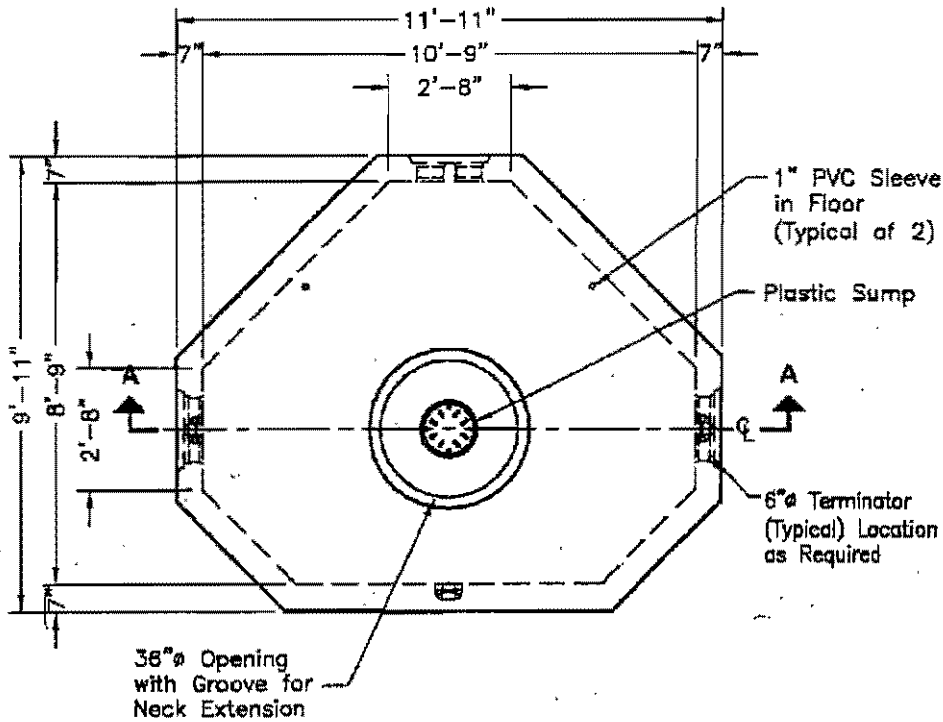
1100 Heritage Parkway, Menziesfield, Texas 76063  
 Phone: 817.453.1054 Fax: 817.453.4007

**3-WAY-MH-3P**

FILE NAME: 260UEE3-WAY-MH-3P\_F.dwg  
 ISSUE DATE: January, 2003  
[www.oldcastleprecast.com](http://www.oldcastleprecast.com)

**8'-9" x 10'-9" x 7'-0" I.D.**  
**3-Way Octagonal Manhole**  
**3 Piece**

Copyright © 2001 Oldcastle Precast, Inc.



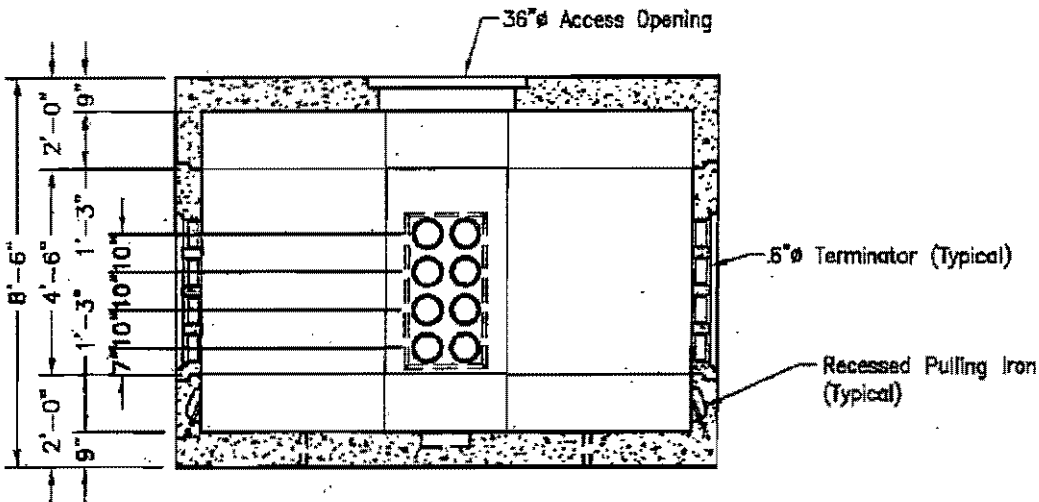
**PLAN VIEW**

**SPECIFICATIONS:**

1. Concrete: Has a Design Strength of 5,000 psi at 28 Days.
2. Steel Reinforcement: ASTM A-615, Grade 60.
3. Loading: Designed for H20 Loading.
4. C.I. Castings: ASTM A48, Class 30/35.

**GENERAL NOTES:**

1. Special Knockouts, Pulling Irons and Terminators per Customer Specifications.



**SECTION A-A**

SCALE: 1/4" = 1'-0"



1100 Heritage Parkway, Mansfield, Texas 76083  
 Phone: 817.453.1054 Fax: 817.453.4007

**3-WAY-MH-3P**

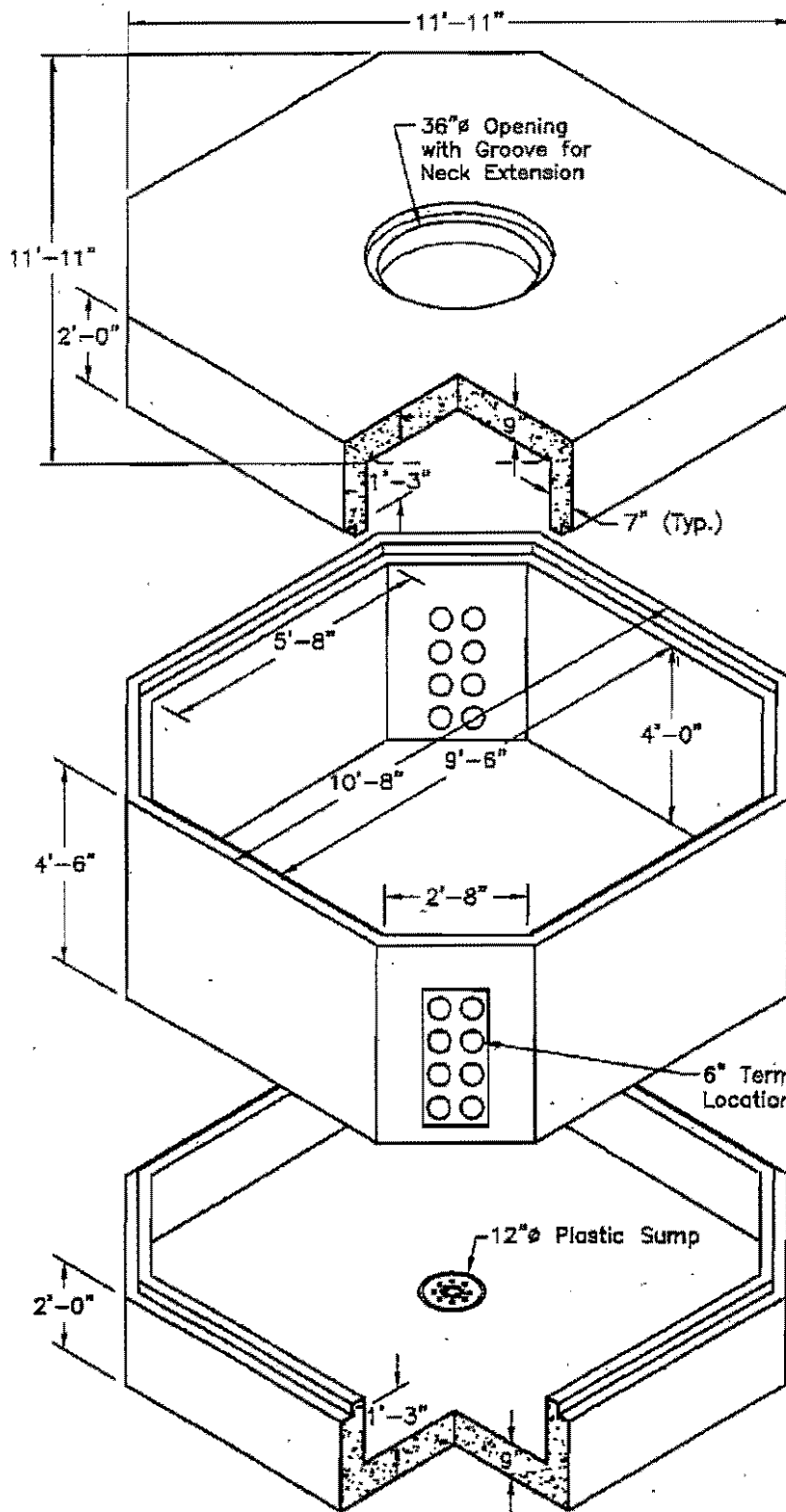
FILE NAME: 260UEE3-WAY-MH-3P\_B.dwg

ISSUE DATE: January, 2003

[www.oldcastleprecast.com](http://www.oldcastleprecast.com)

**8'-9" x 10'-9" x 7'-0" I.D.**  
**3-Way Octagonal Manhole**  
**3 Piece**

Copyright © 2001 Oldcastle Precast, Inc.



**15" Top**

Weight - 14,650 Lbs.  
Item# - 1005260

**54" Extension**

Weight - 13,400 Lbs.  
Item# - 1005220

**15" Bottom**

Weight - 15,525 Lbs.  
Item# - 1005240

SCALE: NONE



1100 Heritage Parkway, Mansfield, Texas 76063  
Phone: 817.453.1054 Fax: 817.453.4007

**4-WAY-MH-3P**

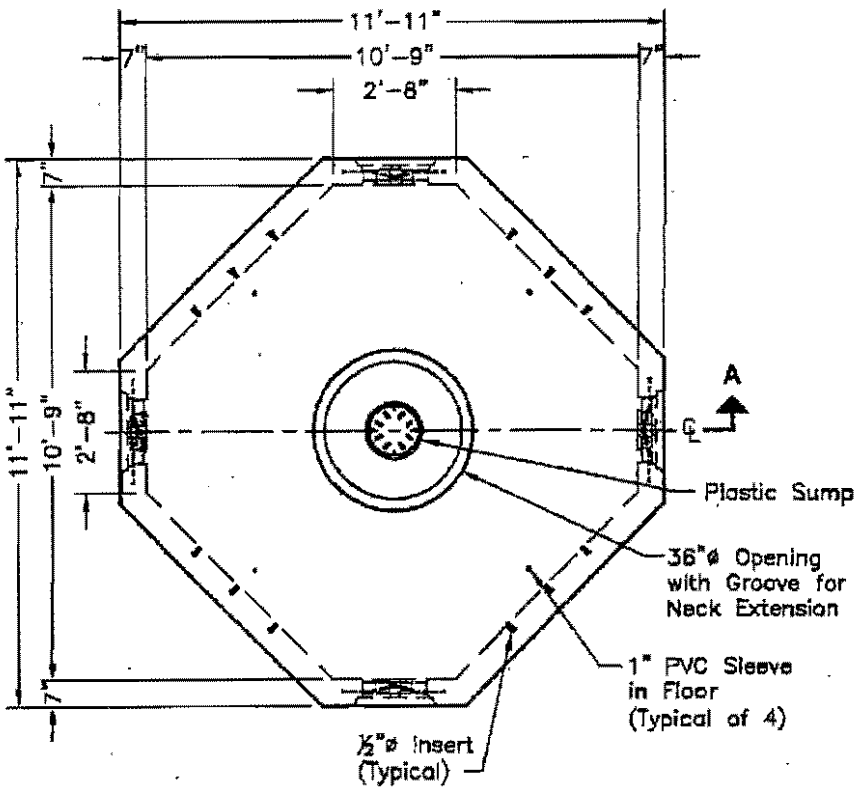
FILE NAME: 260UEE4-WAY-MH-3P\_F.dwg

ISSUE DATE: January, 2003

[www.oldcastleprecast.com](http://www.oldcastleprecast.com)

**10'-9" x 10'-9" x 7'-0" I.D.  
4-Way Octagonal Manhole  
3 Piece**

Copyright © 2001 Oldcastle Precast, Inc.



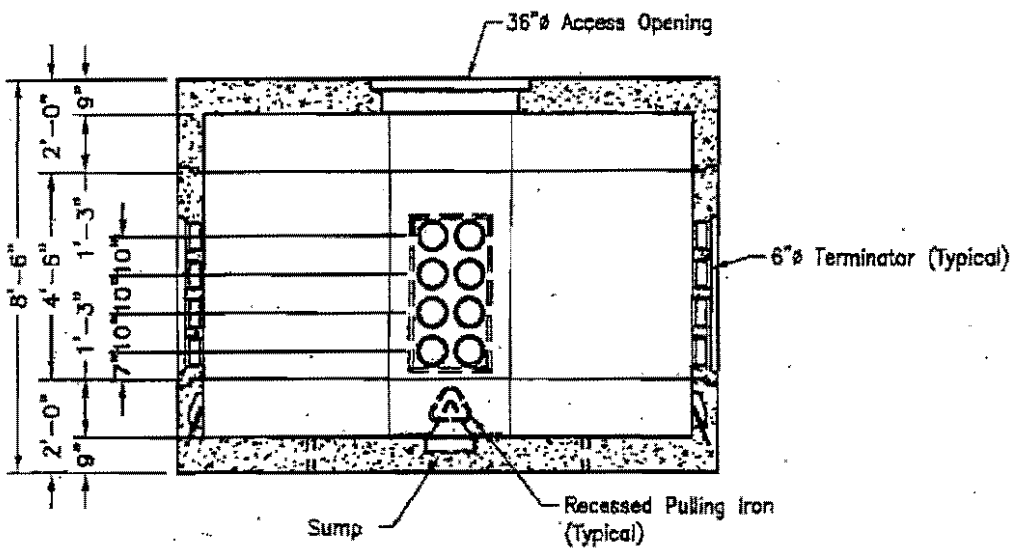
**PLAN VIEW**

**SPECIFICATIONS:**

1. Concrete: Has a Design Strength of 5,000 psi at 28 Days.
2. Steel Reinforcement: ASTM A-615, Grade 60.
3. Loading: Designed for H20 Loading.
4. C.I. Castings: ASTM A48, Class 30/35.

**GENERAL NOTES:**

1. Special Knockouts, Pulling Irons and Terminators per Customer Specifications.



**SECTION A-A**

SCALE: 1/4"=1'-0"



1100 Heritage Parkway, Mansfield, Texas 76063  
 Phone: 817.453.1054 Fax: 817.453.4007

**4-WAY-MH-3P**

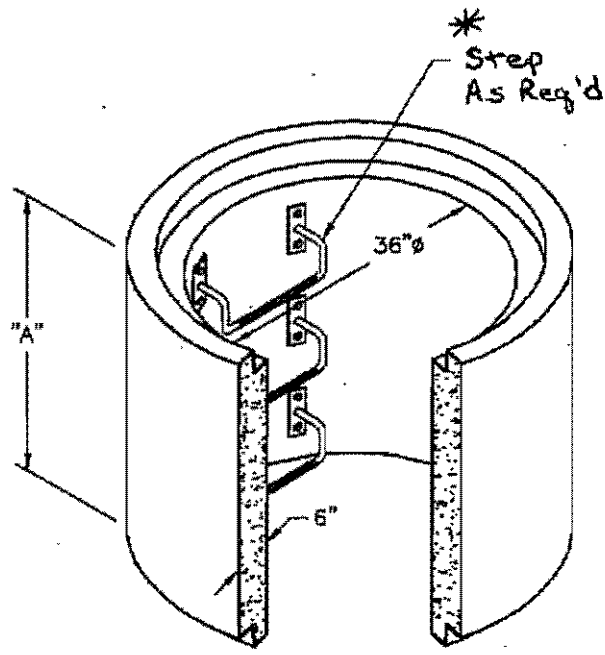
FILE NAME: 260UEE4-WAY-MH-3P\_B.dwg

ISSUE DATE: January, 2003

[www.oldcastleprecast.com](http://www.oldcastleprecast.com)

**10'-9" x 10'-9" x 7'-0" I.D.  
 4-Way Octagonal Manhole  
 3 Piece**

Copyright © 2001 Oldcastle Precast, Inc.



**36" Dia. Neck Extension**

Weight - See Table  
 Item# - See Table

\* Oncon does not use steps for most installations.

SCALE: 1/2"=1'-0"



1100 Heritage Parkway, Mckinney, Texas 75063  
 Phone: 817.453.1054 Fax: 817.453.4007

**NECKRING**

FILE NAME: 260UAANECKRING-F.dwg

ISSUE DATE: January, 2003

[www.oldcastleprecast.com](http://www.oldcastleprecast.com)

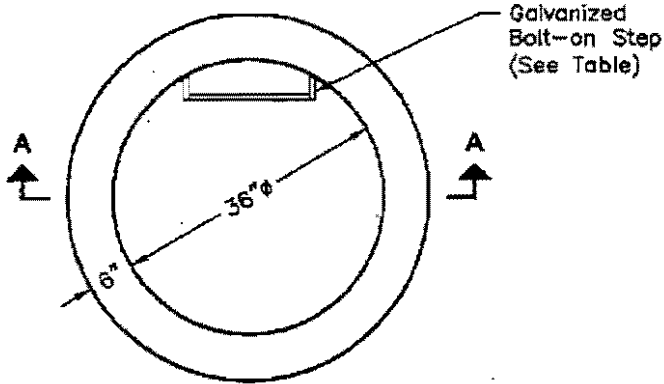
**36" Diameter  
 Neck Ring Extension**

Copyright © 2001 Oldcastle Precast, Inc.

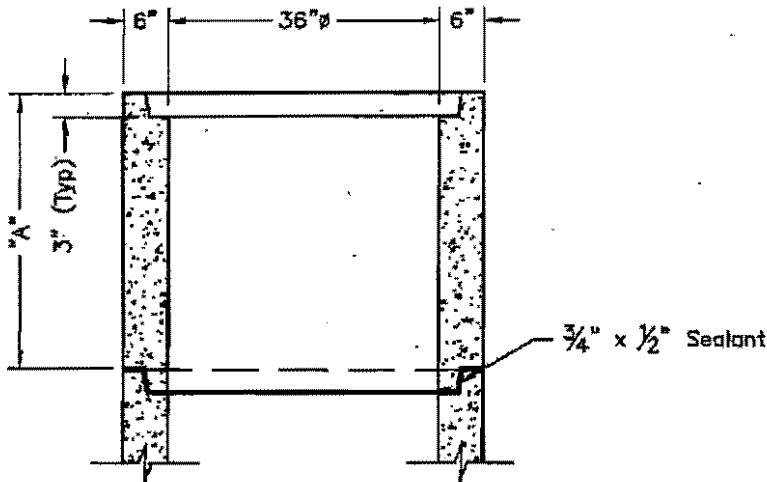


**SPECIFICATIONS:**

1. Concrete: Has a Design Strength of 5,000 psi at 28 Days.
2. Steel Reinforcement: ASTM A-185.
3. Loading: Designed for H20 Loading.
4. C.I. Castings: ASTM A48, Class 30/35.



**PLAN VIEW**



**SECTION A-A**

Neck Data			
"A"	Weight	Item#	No. of Steps
6	400	1102220	0
12	825	1102260	1
18	1225	1102320	2
24	1650	1102360	2
30	2050	1102400	2
36	2475	1102420	3

SCALE: 1/2"=1'-0"



1100 Heritage Parkway, Mansfield, Texas 76063  
Phone: 817.453.1054 Fax: 817.453.4007

**NECKRING**

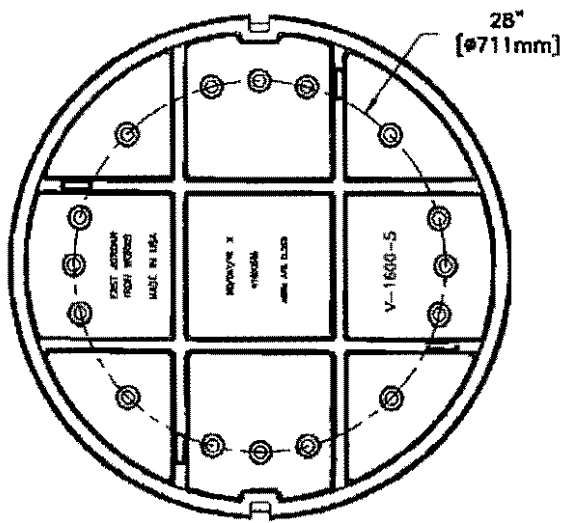
FILE NAME: 260UAANECKRING-B.dwg

ISSUE DATE: January, 2003

[www.oldcastleprecast.com](http://www.oldcastleprecast.com)

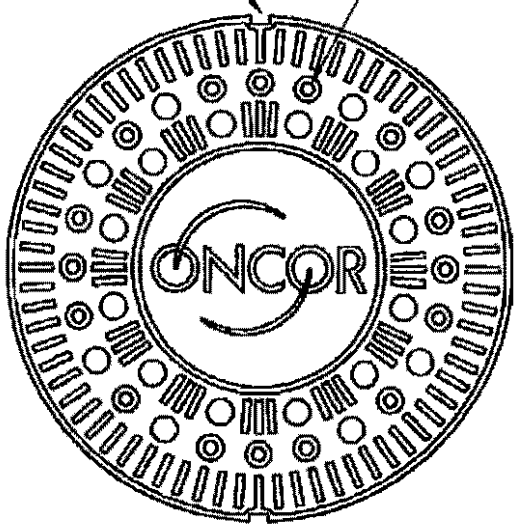
**36" Diameter  
Neck Ring Extension**

Copyright © 2001 Oldcastle Precast, Inc.

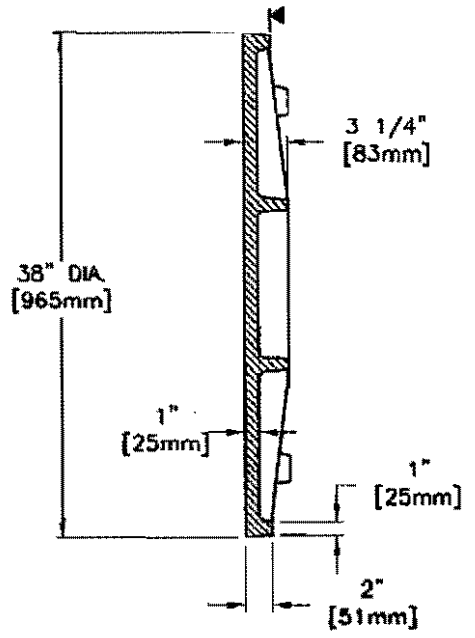


**COVER BACK**

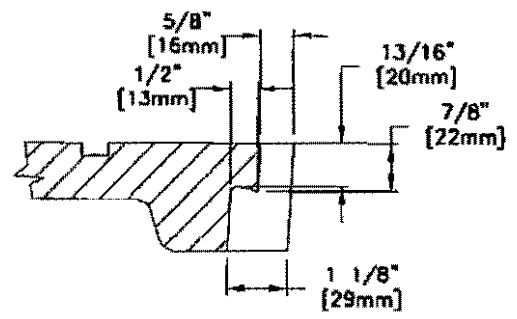
LIFTING SLOT SEE DETAIL (16) 1" Ø VENT HOLES



**COVER FACE**



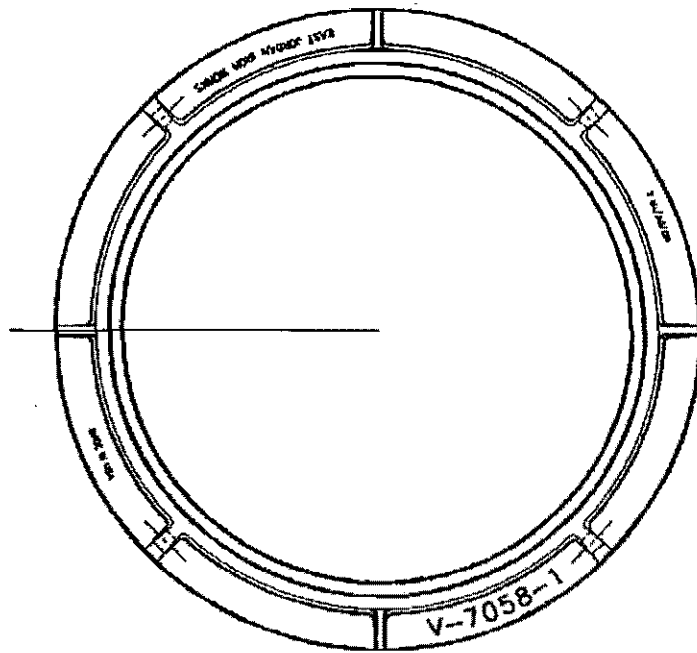
**COVER SECTION**



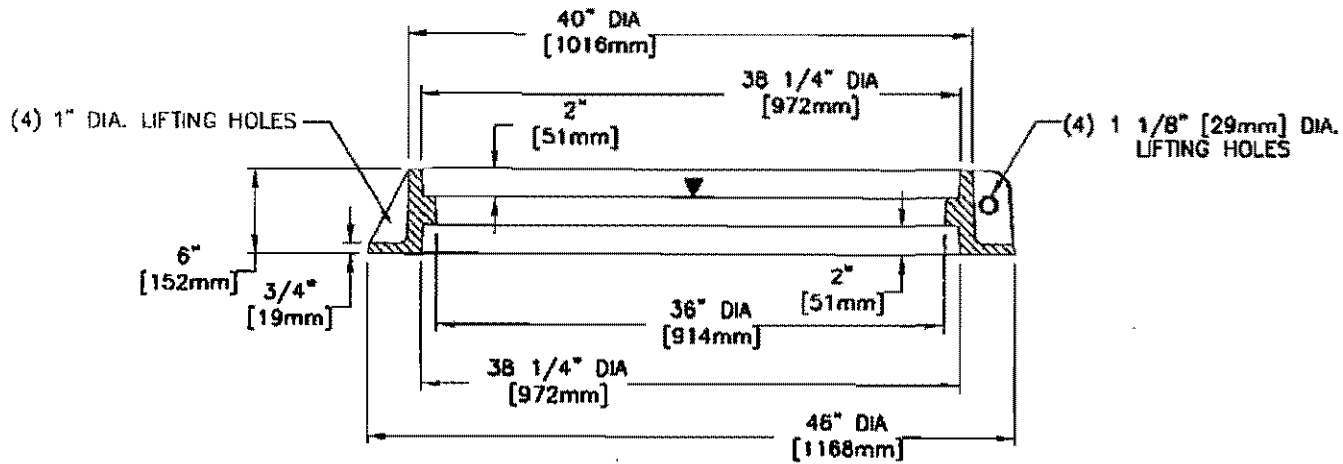
**LIFTING EYE DETAIL TWO PLACES**

▼ MACHINED BEARING SURFACE

<b>EAST JORDAN IRON WORKS, INC.</b>	
P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN SMH	DATE 01/07/03
APPROVED	DATE
<b>COVER</b>	
PRODUCT NO. <b>41600585</b>	
CATALOG NO. <b>V1600-5</b>	
REF. PRODUCT DRAWING 41600585	
EST. WT. COVER: 365 LBS 166kg	
OPEN AREA N/A	
MAT'L SPEC. COVER- GRAY IRON ASTM A48 CL35B	
LOAD RATING <b>HEAVY DUTY</b>	



FRAME TOP VIEW



FRAME SECTION

▼ MACHINED BEARING SURFACE

EAST JORDAN IRON WORKS, INC. P.O. BOX 439 EAST JORDAN, MI. 49727 1-800-874-4100 FAX 231-536-4458	
DRAWN JIJ/DAL	DATE 09/6/00
APPROVED	DATE
V7058-1 FRAME	
PRODUCT NO. <b>47058110</b>	
CATALOG NO. <b>V7058-1</b>	
REF. PRODUCT DRAWING N/A	
EST. WT. FRAME: 338LBS 154kg	
OPEN AREA N/A	
MAT'L SPEC. FRAME- GRAY IRON ASTM A48 CL35	
LOAD RATING HEAVY DUTY	

**UTILITY DUCT TC 6 - 500,000 psi modulus****CANTEX**

Type EB20 complies with federal and military specifications by conforming to UL 651A.  
 Conforms to NEMA TC 6 and ASTM F-512  
 Rated for 90° C Cable  
 20' Lengths Bell End

**Type DBHM-60 (Direct Burial)**

PART NO.	SIZE	O.D.	I.D.	MIN. WALL	APPROX. WT/FT	FEET PER PACK	PRICE PER 100
A79CA42	2	2.375	2.255	.060	.337	2800	32.24
A79DA42	3	3.500	3.316	.092	.734	1760	69.20
A79EA42	4	4.500	4.258	.121	1.218	1140	108.20
A79FA42	5	5.563	5.259	.152	1.846	760	167.00
A79GA42	6	6.625	6.261	.182	2.634	520	238.00

**Type EBHM-20 (Encasement Burial)**

PART NO.	SIZE	O.D.	I.D.	MIN. WALL	APPROX. WT/FT	FEET PER PACK	PRICE PER 100
A77CA42	2	2.375	2.255	.060	.337	2800	32.24
A77DA42	3	3.500	3.378	.061	.547	1760	48.62
A77EA42	4	4.500	4.336	.082	.901	1140	80.96
A77FA42	5	5.563	5.357	.103	1.397	760	122.85
A77GA42	6	6.625	6.375	.125	1.969	520	173.15

**UTILITY DUCT ASTM F-512 - 500,000 psi modulus**

Conforms to ASTM F-512  
 Rated for 90° C Cable  
 20' Lengths - Bell End

**Type DB-100 HM (Direct Burial)**

PART NO.	SIZE	O.D.	I.D.	MIN. WALL	APPROX. WT/FT	FEET PER PACK	PRICE PER 100
A72DA42	3	3.500	3.276	.112	.853	1760	80.35
A72EA42	4	4.500	4.210	.145	1.419	1140	126.29
A72FA42	5	5.553	5.205	.179	2.165	760	195.72
A72GA42	6	6.625	6.199	.213	3.070	520	274.95

Note: Content of this sheet subject to change without notice

CANTEX INC. P.O. Box 340 Mineral Wells, Texas 76068 940-325-3344 FAX 940-325-4644

# INSTALLATION GUIDELINES

## 7. Aerial:

Trench width: Trench width at the ground level may vary depending on soil types, equipment used, position of surface structures, etc. Where compacting of the initial backfill is required, the trench should be a minimum of 5 pipe diameters. In very wide trenches, subditching should be considered to provide maximum side support for the conduit. Shoring or trench boxes should be used for workman protection in loose soil or very deep trenches.

7.2 Trench bottom: The trench bottom should be constructed to provide a firm, stable and uniform support for the conduit for the full lengths of the conduit. Unless specified, line and grade is not required provided that the conduit will conform to the trench bottom and bending does not exceed the values given in Sec. 3.7. Large rocks and boulders, frozen lumps of soil, large lumps of clay, etc. should be removed before the conduit is installed. Rocky or uneven trench bottoms should be bedded with loose backfill or sand to provide a soft, even cushion for the conduit.

7.3 Initial backfill: Initial backfill should be dry and free flowing and contain rock not to exceed 1" in diameter. Initial backfill should be applied in light layers of 3" to 6" and spread uniformly. Tamping should be done layer by layer of initial backfill up to the springline of the conduit. In multiple conduit installations, the initial backfill should be worked carefully between the ducts and under the haunches. Tamping should be done between the edges of the ditch over to the springline of the conduit, but no tamping should be done over the top of the conduit. Initial backfill should be placed loosely over the top of the conduit to a depth of 6". All compaction by either tamping or flooding should be completed before the final backfill is placed.

7.4 Final backfill: After placement and compaction of conduit embedment materials, the balance of backfill materials may be machine placed and should contain no large rocks or stones, frozen material, or other debris. Proper compaction procedures should be exercised to provide required soil densities.

## 8.0 Concrete Encasement:

8.1 Tie and fasten all conduit to prevent floating. If concrete is required in the trench bottom, allow at least 2" freeboard between conduit and tie down equipment

8.2 Spacers, if used, should be spaced at the below intervals or less, according to the following schedule:

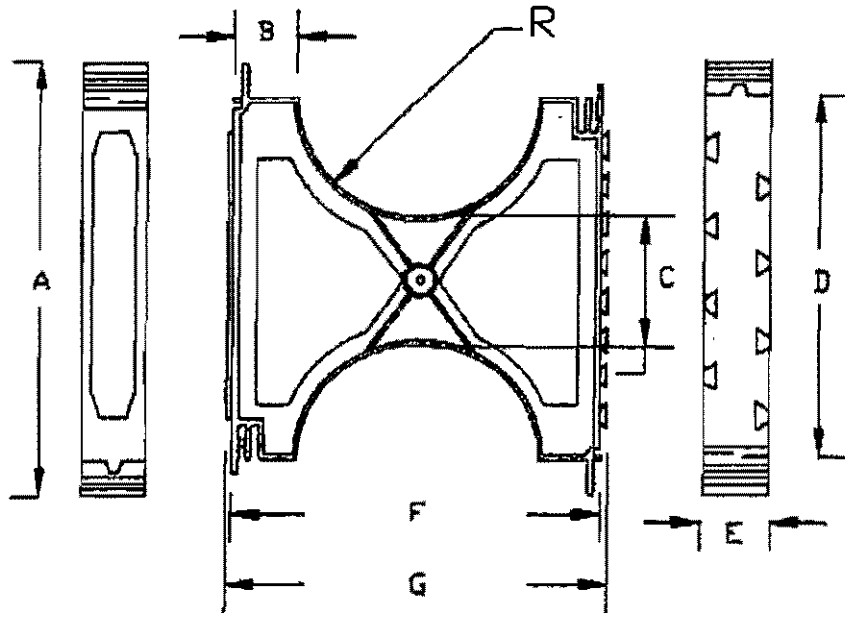
Conduit Size (In)	Spacing (ft)
1/2 - 2	4 - 6
3 - 3-1/2	5 - 8
4 - 8	6 - 10

A 1" minimum spacing should be allowed for all conduit and a concrete mix using pea gravel should be used for encasement. If complete encasement is required at areas requiring bends in making freeway or water crossings, use a 2" minimum spacing.

8.3 Coverage: Minimum concrete coverages should be 2" on top, bottom, and sides of conduit. Firm soil conditions may eliminate need for concrete at the trench bottom.

8.4 Backfilling: Backfilling can be done as soon as the concrete has cured to withstand the weight of a man.

8.5 Temperature considerations: The temperature rise of the concrete as it cures may cause some expansion of the conduit. Concrete should be poured from the center of the run toward each free end or from one tie-in point toward the free end of the conduit. Make permanent terminal tie-ins after the temperature has normalized.



Part Number	5336038	5336050	5336041	
Size X Spacing	6" X 1 1/2"	6" X 2"	6" X 3"	
A	9 7/16"	9 15/16"	10 15/16"	
B	3/4"	1"	1 1/2"	
C	1 3/8"	1 3/8"	2 7/8"	
D	8 1/8"	8 5/8"	9 5/8"	
E	1"	1"	1"	
F	8 1/4"	8 3/4"	9 3/4"	
G	8 1/2"	9"	10"	
R	3 3/8"	3 3/8"	3 3/8"	

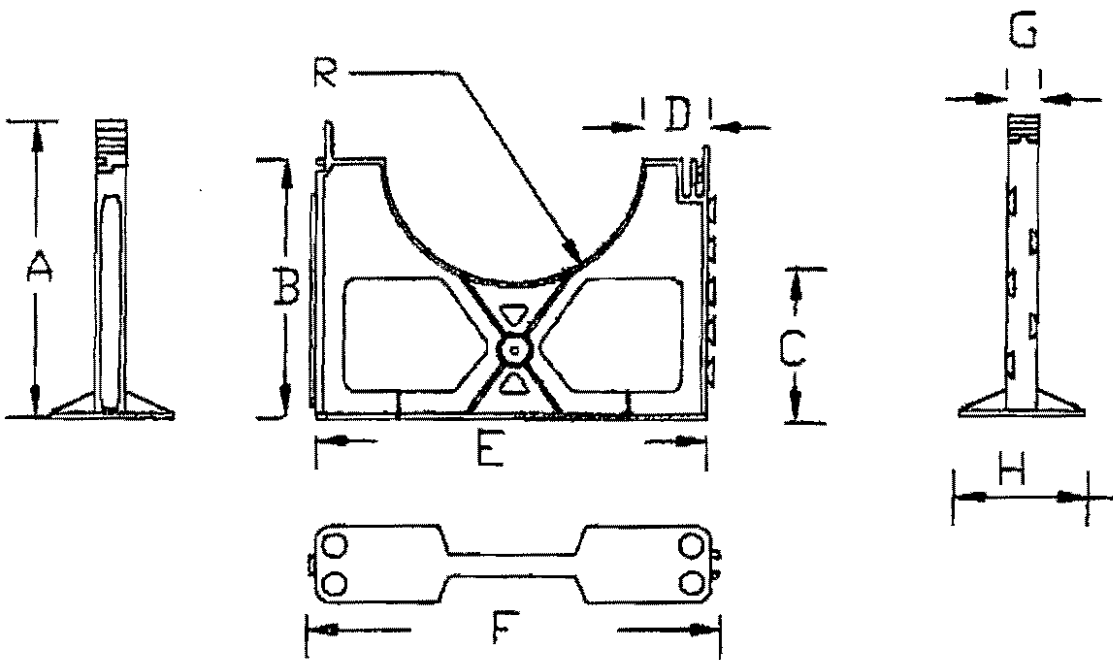
CANTEX, INC.

Mineral Wells, Texas

6" Intermediate Spacer

Drawn: TAW

Date : 10/07/02



Part Number	5336039	5336051	5336040	
Size X Spacing	6 X 1 1/2"	6' X 2"	6' X 3"	
A	7'	7'	7'	
B	6 3/8"	6 3/8"	6 3/8"	
C	3"	3"	3"	
D	3/4"	1"	1 1/2"	
E	8 1/4"	8 3/4"	9 3/4"	
F	8 1/2"	9"	10"	
G	1"	1"	1"	
H	3"	3"	3"	
R	3 3/8"	3 3/8"	3 3/8"	

**CANTEX, INC.**  
 Mineral Wells, Texas

---

**6" Base Spacer**

---

Drawn: TAW	Date: 10/07/02
------------	----------------

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

TOWN OF ADDISON  
SIDEWALK EASEMENT

2455586

4050160  
08/04/03

\$15.00 Deed

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as Grantee determines necessary or desirable. Grantee, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. Grantor agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of Grantee.

To have and to hold the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto Grantee, its successors and assigns, for the purposes of the perpetual easement herein granted.

And Grantor hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto Grantee, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 31 day of July, 2003



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

Hurst Holdings LLC  
General Partner of TexOK Properties, L.P.  
By [Signature]  
Print Name Steve Hurst  
Title Sole Member



Oklahoma

STATE OF TEXAS §  
COUNTY OF ~~DALLAS~~ Logan §

BEFORE ME, the undersigned notary public in and for said county and state, on this 31<sup>st</sup> day of July, 2003, personally appeared Steve Hurst, Sole member of Hurst Holdings LLC on behalf of TexOK Properties LP, a Oklahoma Limited Partnership ~~the general partner of TexOK Properties, L.P.~~, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

*Vicki S. Skells*

Notary Public in and for the State of ~~Texas~~ Oklahoma  
# 00014300

MY COMMISSION EXPIRES:

08/25/2004

[SEAL]



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 3A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the east side of Spectrum Drive and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 3529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap at the northwest corner of a 3.371 acre tract of land to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 535.93 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the northerly line of said TEXOK Properties, L.P. Tract;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 5.00 feet to a point for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, a distance of 535.93 feet to a point for a corner on the northerly line of said 3.371 acre Staubach Company tract;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said 3.371 acre Staubach Company tract a distance of 5.00 feet to the POINT OF BEGINNING and containing 0.0615 of an acre of land, more or less.



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

**EXHIBIT B**

1/2" IRF WITH "RANDOM" REG PLASTIC CAP BEARS N 89°05'45"W - 2.00'

TOWN OF ADDISON  
VOL.99002 PG.00016

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686

(FUTURE STREET R-1)

S 89°05'45"E 5.00'

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

(PROPOSED) SPECTRUM DRIVE

PARCEL 3  
0.5702 AC.

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(FUTURE STREET R-2)

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

FISHER NO.

POINT OF BEGINNING - PARCEL 3A

N 89°04'47"W 5.00'

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

POINT OF BEGINNING  
5/8" IRS WITH HUITT-ZOLLARS CAP

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

MORRIS AVENUE

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

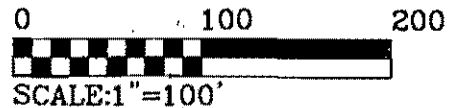
10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D PAGE 3 OF 3

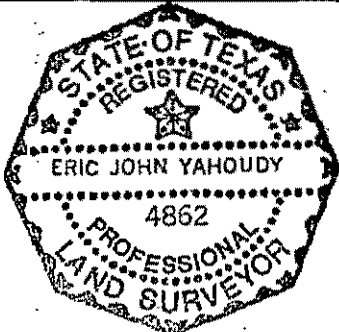
LEGEND

IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found



BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. Yahoudy* 3-15-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862.  
Revised owner's name: 3/14/2003

**HUITT-ZOLIARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 3/14/2003

200215000065

FILED

2003 AUG -4 PM 12: 17

CYNTHIA FIGUEROA CALHOUN  
COUNTY CLERK  
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.

AUG 4 2003



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE



*Cynthia Figueroa Calhoun*  
COUNTY CLERK, Dallas County, Texas

30000 06100

THE STATE OF TEXAS  
COUNTY OF DALLAS

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page stamped thereon.  
I hereby certify on

AUG 4 2003



*Cynthia Figueroa Calhoun*  
COUNTY CLERK, Dallas County, Texas  
By *Yolanda Oray* Deputy

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**RIGHT-OF-WAY DEED**

**2455585**

DATE: July 31, 2003

\$050157  
08/04/03

\$15.00 Deed

**GRANTOR:** TexOK Properties, L.P.  
2005 Faireloud Drive  
Edmond, OK 73034

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a limited partnership organized and existing under the laws of the State of Oklahoma, for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.



MISCELLANEOUS:

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

EXECUTED effective as of the day first written above.

Hurst Holdings LLC  
General Partner of TexOK Properties, L.P.

By: [Signature]  
Print Name: Steve Hurst  
Print Title: Sole Member

Oklahoma  
STATE OF ~~TEXAS~~ §  
Logan §  
COUNTY OF ~~DALLAS~~ §

Before Me, the undersigned notary public in and for said county and state, on this 31<sup>st</sup> day of July, 2003, personally appeared Steve Hurst, sole member on behalf of Hurst Holdings LLC, a Oklahoma Limited Liability Co. the general partner of TexOK Properties, L.P., and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

[Signature]  
Notary Public, State of ~~Texas~~ Oklahoma #00014300  
Print Name: Vicki S. Wells

My Commission Expires:

08/25/2004



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

**EXHIBIT A**

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 3**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northeast corner of a platted 0.0697 acre tract of land for right-of-way dedication of Spectrum Drive (69 foot right-of-way) as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said platted 0.0697 acre tract for Spectrum Drive a distance of 34.50 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for corner on the westerly line of said TEXOK Properties, L.P. Tract;

THENCE North 00 degrees 55 minutes 13 seconds East along the westerly line of said TEXOK Properties, L.P. Tract, a distance of 719.98 feet to the northwest corner of said TEXOK Properties, L.P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 34.50 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, passing at a distance of 535.93 feet a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for the northwest corner of a 3.371 acre tract of land described in instrument to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas and continuing along the westerly line of said 3.371 acre Staubach Company tract in all a distance of 719.99 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

**EXHIBIT B**

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686

TOWN OF ADDISON  
VOL.99002 PG.00016



TRUE AND CORRECT COPY OF ORIGINAL FILED IN DALLAS COUNTY CLERK'S OFFICE

(FUTURE STREET R-1)

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

61' R.O.W. (PROPOSED)

(FUTURE STREET R-2)

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

PARCEL 3  
0.5702 AC.

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

FISHER NO.

POINT OF BEGINNING - PARCEL 3A

G. W. A B S T.

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

**LEGEND**

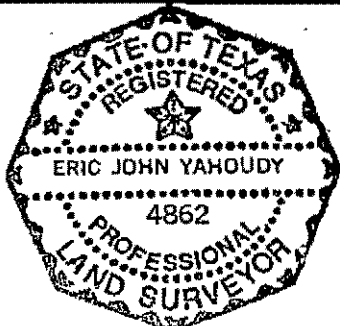
IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

MORRIS AVENUE

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

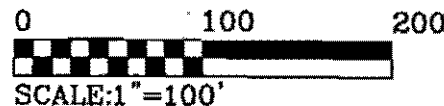
LOT 1, BLOCK D PAGE 3 OF 3

LOT 1, BLOCK E



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. J. Yahoudy* 3-15-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003



**BASIS OF BEARINGS:**

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLIARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001

EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 3/14/2003

2003150 00060



FILED

2003 AUG -4 PM 12:17

CYNTHIA FIGUEROA CALHOUN  
COUNTY CLERK  
DALLAS COUNTY

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.  
STATE OF TEXAS  
COUNTY OF DALLAS  
I hereby certify this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the named records of Dallas County, Texas as stamped hereon by me.



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

AUG 4 2003



*Cynthia Figueroa Calhoun*  
COUNTY CLERK, Dallas County, Texas

DECLINING OFFER

THE STATE OF TEXAS  
COUNTY OF DALLAS

I hereby certify that the above and foregoing is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, filed on the date stamped thereon and as the same is recorded in the Recorder's Records in my office under the volume and page stamped thereon.  
I hereby certify on

AUG 4 2003



*Cynthia Figueroa Calhoun*  
COUNTY CLERK, Dallas County, Texas  
By *Yolanda Crain* Deputy

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

April 28, 2003

Ms. Carmen Moran  
City Secretary  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Sidewalk Easement – Parcel 6, Spectrum Drive**

Dear Carmen:

Enclosed for your files is the filed original of the above-referenced easement, which we received today from the Court. As you will recall, upon our inquiry at your request, we obtained and forwarded to you, a file-marked copy of this easement on April 23, 2003.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosure

c: Mr. Steve Chutchian  
Mr. Ken Dippel

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**TOWN OF ADDISON**

**SIDEWALK EASEMENT**

**2246958**

**STATE OF TEXAS** § 3783593 \$15.00 Deed  
§ 03/21/03  
**COUNTY OF DALLAS** § **KNOW ALL MEN BY THESE PRESENTS:**

That **The Staubach Company**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as Grantee determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

**To have and to hold** the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 19th day of March, 2003

**THE STAUBACH COMPANY**

By Wm P. Larson

Print Name Wm P. Larson

Print Title CFO

BEFORE ME, the undersigned notary public in and for said county and state, on this 19 day of March, 2003, personally appeared William Weiser, CFO on behalf of The Staubach Company, a corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

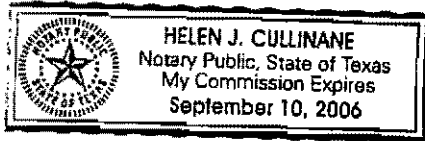
GIVEN UNDER my hand and seal of office the day and year last above written.

Helen J. Cullinane  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

Sept 10, 2006

[SEAL]



**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 6**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the east side of Spectrum Drive and being a portion of a 3.371 acre tract of land to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap at the northwest corner of said 3.371 acre Staubach Company tract;

THENCE South 89 degrees 04 minutes 47 seconds East along the northerly line of said 3.371 acre Staubach Company tract a distance of 5.00 feet to a point for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said 3.371 acre Staubach Company tract a distance of 177.23 feet to a point for a corner;

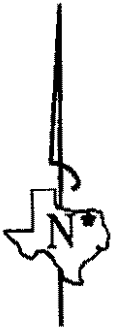
THENCE North 89 degrees 04 minutes 47 seconds West a distance of 5.00 feet to a point for a corner on the westerly line of said 3.371 acre Staubach Company tract from which a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap bears South 00 degrees 55 minutes 13 seconds West at a distance of 6.83 feet;

THENCE North 00 degrees 55 minutes 13 seconds East along the westerly line of said 3.371 acre Staubach Company tract a distance of 177.23 feet to the POINT OF BEGINNING and containing 0.0203 of an acre of land, more or less.

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

**EXHIBIT B**

SURVEY  
482



69' R.O.W.  
(PROPOSED)

(PROPOSED)  
SPECTRUM DRIVE

(TRACT 4 REM.)  
GAYLORD PROPERTIES, L.P.  
VOL.97211 PG.01264

G. W. FISHER  
A B S T. N O.

POINT OF BEGINNING  
5/8" IRF WITH  
HUITT-ZOLLARS  
CAP

(TRACT 3 REM.)  
GAYLORD PROPERTIES, L.P.  
VOL.97211 PG.01264

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 89° 04' 47" W	5.00'
L2	S 00° 55' 13" W	6.83'

PARCEL 6  
5' SIDEWALK  
EASEMENT  
0.0203 AC.

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

MORRIS AVENUE

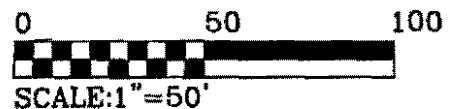
THE ASHTON  
VOL.2000036 PG.02913  
LOT 1, BLOCK A

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

LEGEND

IRS = Iron Rod Set with Huilt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found

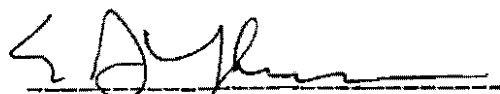


BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

PAGE 2 OF 2

This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862

**HUITT-ZOLLARS**  
Huilt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
SIDEWALK EASEMENT EXHIBIT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 6  
OWNER: THE STAUBACH COMPANY  
AREA: 0.0203 AC. DATE: 11/05/2002

200305400110

2003 MAR 21 11:00 AM

FILED

2003 MAR 21 AM 11:22

CYNTHIA FREDERICK CALHOUN  
COUNTY CLERK  
DALLAS COUNTY

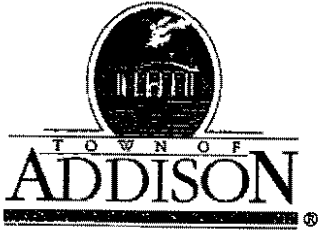
any instrument which restricts the sale, rental, or use of the  
real property because of color or race is invalid and  
unenforceable under federal law.  
COUNTY OF TEXAS COUNTY OF DALLAS  
I hereby certify this instrument was filed on the date and time  
stated hereon by me and was duly recorded in the volume and  
page of the named records of Dallas County, Texas as stamped  
hereon by me.

MAR 21 2003



*Cynthia Calhoun*

COUNTY CLERK, Dallas County, Texas



Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

June 19, 2003

Ms. Dayna Boone  
Post Properties  
4401 Northside Parkway, Suite 800  
Atlanta, GA 30327

RE: Parcel 5A, Spectrum Drive Right-of-way Project

Dear Ms. Boone:

Please find enclosed two copies of a Special Warranty Deed for the proposed right-of-way dedication for Spectrum Drive. As Angela Washington indicates in the enclosed letter, we have changed the documents to reflect the changes you requested.

Please sign and notarize both copies of the documents and return them to us. We will have them recorded and return a copy, with time and date stamp affixed, to you.

Thank you for your cooperation on this project. We hope to begin construction in the fall of this year and have Spectrum completed in the summer of 2004.

Sincerely,

Carmen Moran  
Director of Development Services

ENCLOSURE: Letter from John Hill  
2 copies of special warranty deed, with exhibits



25th  
Anniversary  
1978-2003

COWLES & THOMPSON  
A Professional Corporation  
ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 16, 2003

Ms. Carmen Moran  
City Secretary  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 5A, Spectrum Drive Right-of-Way Project**

Dear Carmen:

Enclosed is a Right-of-Way Deed for the above-referenced property incorporating the terms to which you agreed. Please let me know if you have any questions or concerns, or if there are any questions or concerns expressed by Post.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosure

c(w/Enc.): Mr. Steve Chutchian  
(w/o Enc.) Mr. Ken Dippel

**After Recording Return To:**  
**Angela K. Washington**  
**Cowles & Thompson, P.C.**  
**901 Main Street, Suite 4000**  
**Dallas, Texas 75202**

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

**TOWN OF ADDISON**  
**SPECIAL WARRANTY DEED**

**DATE:** \_\_\_\_\_, 2003

**GRANTOR:** Post Services, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description for Parcel 5A) and Exhibit B (Survey Depiction for Parcel 5A) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a corporation organized and existing under the laws of the State of Georgia for the consideration described above grants, sells, and conveys to Grantee the Property (subject to the Reservations from Conveyance described herein), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor does hereby bind itself and Grantor's heirs, executors, administrators, successors, and assigns to Warrant and forever Defend all and singular the premises herein conveyed unto Grantee and its heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**RESERVATIONS FROM CONVEYANCE:**

(a) Grantor reserves all of the oil, gas and sulfur in and under the land herein conveyed, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Nothing in this reservation shall affect the title and rights of Grantee to take and use all other minerals and materials thereon, therein and thereunder.

(b) Grantor reserves the right to use the Property for access to and from the Remainder and to install driveways and other facilities necessary for such access subject to Grantee's approval of the location and extent of same.

**MISCELLANEOUS:**

(a) The Property hereby conveyed may be used as a public right-of-way for the passage of pedestrian traffic, including (without limitation) sidewalks, landscaping, utilities and drainage, or for any other customary use of public right-of-way as Grantee determines necessary or desirable.

(b) No additional assessments or fees for this Project in excess of those established prior to the date of this agreement shall be required of Grantor. For purposes of this paragraph, the term "this Project" means the Spectrum Drive Right-of-Way Project approved by the Town of Addison 2000 Bond Program.

(c) Grantee acknowledges that the Property is part of a lot governed by a plat approved by Grantee on December 9, 1997. Nothing in this conveyance shall require replatting or additional plat dedications prior to development of the remainder of the lot pursuant to the lot configuration approved by said plat, and Grantee agrees that the Property shall continue to be a part of the platted lot for purposes of development of the remainder of the lot under governing zoning regulations.

(d) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(e) The consideration described above shall be deemed full compensation for the conveyance of the Property and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(f) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

**GRANTOR:**

**POST SERVICES, INC.**  
a Georgia Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**GRANTEE:**

**TOWN OF ADDISON**  
a Texas Municipal Corporation

By: \_\_\_\_\_  
Ron Whitehead  
City Manager

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of Post Services, Inc., a Georgia corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_  
[ S E A L ]

STATE OF TEXAS §  
COUNTY OF DALLAS §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_  
[ S E A L ]

**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 5A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the westerly side of Spectrum Drive and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for THE POINT OF BEGINNING;

THENCE continuing South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 334.90 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the platted southerly line of said Quorum East Addition;

THENCE North 89 degrees 04 minutes 54 seconds West along the southerly line of said Quorum East Addition a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 08 minutes 23 seconds East departing the southerly line of said Quorum East Addition a distance of 339.90 feet to a point for a corner;

THENCE South 44 degrees 30 minutes 38 seconds East a distance of 7.11 feet to the POINT OF BEGINNING and containing 0.0387 of an acre of land, more or less.

HARRIS ADDITION  
VOL.78017 PG.1067  
LOT 1 BLOCK A

**EXHIBIT B**

**POINT OF BEGINNING**

5/8" IRS WITH HUITT-ZOLLARS YELLOW CAP

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

AIRPORT PARKWAY

POINT OF COMMENCING - PARCEL 5A

80' R.O.W. (EXISTING)

55' R.O.W. (EXISTING)

5/8" IRS

L3

1/2" IRF

5' R.O.W. DEDICATION BY PLAT  
VOL.98001 PG.00033

PARCEL 5  
0.0046 AC.

POINT OF BEGINNING - PARCEL 5A  
5/8" IRS

S 44°30'38"E 7.11'

69.65' R.O.W.

5' SIDEWALK EASEMENT  
(PARCEL 5A - 0.0387 AC.)

A SURVEY

QUORUM EAST  
ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH  
PARKWAY ADDITION  
VOL.85021 PG.1686

UTAH STATE RETIREMENT  
INVESTMENT FUND  
VOL.96003 PG.1968

G. W. A F I S H E R  
A B S T.

N 00°08'23"E 339.90'

S 00°08'23"W 334.90'

N O. (PROPOSED)  
SPECTRUM DRIVE  
TOWN OF ADDISON  
VOL.99002 PG.00016

S 00°08'23"W 360.13'

10' TEXAS POWER &  
LIGHT CD. EASEMENT  
VOL.85021 PG.1686

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 00° 08' 23" W	20.00'
L2	N 44° 30' 38" W	28.46'
L3	S 89° 09' 39" E	20.00'

N 89°04'54"W 5.00'

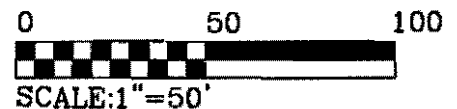
5/8" IRF WITH  
HUITT-ZOLLARS  
YELLOW CAP

1/2" IRF WITH  
POWELL & POWELL  
CAP

LEGEND

IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

PAGE 3 OF 3



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy*  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862

BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 5  
OWNER: POST SERVICES, INC.  
AREA: 0.0046 AC. DATE: 11/05/2002

**Steve Chutchian**

---

**From:** Glenn Celerier [GCelerie@dart.org]  
**Sent:** Wednesday, October 15, 2003 4:19 PM  
**To:** Steve Chutchian  
**Subject:** Sepctrum Drive Crossing Signals

Hi Steve,

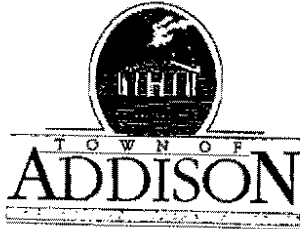
After I spoke with you I also got word back from Jan Siedner. Jan said that DGNO's signal contractor will design and install at Addison's cost.

That explains why there was no other detials provided with these plans. Please call if you have any questions 214-749-3947.

Thanks,

Glenn

10/16/2003



**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

*Addison 50!*

50 YEARS OF FUN!

(972) 450-2871 FAX (972) 450-2837

16801 Westgrove

October 14, 2003

Mr. Christopher C. Jackson  
Vice President Development  
Wynne Jackson, Inc.  
600 North Pearl Street  
Suite 650, L.B. 149  
Plaza of the Americas-South Tower  
Dallas, Texas 75201

Re: Drainage Easement  
Millennium Phase II

Dear Mr. Jackson:

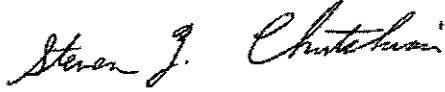
The Town of Addison is currently underway with the design for the proposed extension of Spectrum Drive south to Arapaho Rd. and north to Airport Parkway. Included in this project is the need to acquire a permanent drainage easement from the Millennium Phase II site. This easement will permit the Town to construct a necessary outfall storm drainage system that will be placed in underground conduit, and it will be located within the limits of the existing water easement.

During construction of the Spectrum Drive project, the Town will replace the existing fire lane in this area with a reinforced concrete section that is equal or better than the existing pavement. In addition, all associated striping and marking will be performed, and access through the lane for fire protection will be maintained at all times. It is anticipated that construction of the roadway extension, including the proposed storm drainage system within your easement, will begin in February 2004, and will be completed in approximately eight months. The Town of Addison will notify you prior to start of construction.



Your consideration of the granting of a permanent drainage easement at this location is greatly appreciated. A copy of the legal description of the easement and accompanying map is attached. Should you have any questions regarding the easement or the overall construction project, please feel free to contact me at 972-450-2886.

Sincerely,

A handwritten signature in cursive script that reads "Steven Z. Chutchian". The signature is written in dark ink and is positioned above the typed name.

Steven Z. Chutchian, P.E.  
Assistant City Engineer

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

LETTER OF TRANSMITTAL

(214) 871-3311

TO TOWN OF ADDISON  
16801 WESTGROVE DRIVE  
ADDISON, TEXAS 75001  
 972-450-2886

DATE <u>2-15-03</u>	JOB NO. <u>01-3220-01</u>
ATTENTION <u>STEVE CHUTCHIAN,</u>	
RE: <u>DRAINAGE EASEMENT</u>	
<u>SPECTRUM DR EXTENSION</u>	

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

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

COPIES	DATE	NO.	DESCRIPTION
<u>4</u>			<u>DRAINAGE EASEMENT EXHIBIT - LAND DESCRIPTION</u>
<u>1</u>			<u>CLOSURE</u>

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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO FIVE

SIGNED: CARLOS GARCIA

-----  
 \* Prepared by: HUITT-ZOLLARS #CGAC10469  
 \* Routine: Area Summary Coord File 322001.CRD 7/09/03 17:35:01  
 \* Input Scale Factor: 1.000000 Output Scale Factor: 1.000000  
 -----

SPECTRUM DRIVE, ADDISON

Proposed 15' Drainage Easement

Pt.No.	Angle-Right	Bearing	Distance	Pt.No.
2568		N 66°44'59.4"E	677.000	1669
1669	270°00'00.0"	S 23°15'00.6"E	15.000	1670
1670	270°00'00.0"	S 66°44'59.4"W	699.147	1671

CURVE DEF: Arc  
 RAD: 636.000      LEN: 26.751      TAN: 13.377      CURVE DIR: CCW  
 CHORD: 26.749      MO: 0.141      EXT: 0.141      CEN. ANG: 2°24'35.7"  
 SEG: 3      TRI: 8504      SEC: 8507      DEGREE: 9°00'31.6"

1671	237°05'44.3"	N 56°09'16.3"W	636.000	1425
1425	357°35'24.3"	S 58°33'52.0"E	636.000	2568
1671	325°53'26.5"	N 32°38'25.9"E	26.749	2568

Perimeter: 1417.898 Accum.Perimeter: 1417.898

Sq. Feet: 10319 Acres: 0.2369  
 Accum. - Sq. Feet: 10319 Acres: 0.2369

-----  
 \* Prepared by: HUITT-ZOLLARS #CGAC10469  
 \* Routine: List Coordinates Coord File 322001.CRD 7/09/03 17:36:43  
 \* Input Scale Factor: 1.000000 Output Scale Factor: 1.000000  
 -----

Pt.No.	Code	North	East	Elevation	Desc.
1425		10490.14359	10079.46241	0.00	N.CLRP SPECTRUM
1669		10425.68796	11244.13579		calc.dr.esm.
1670		10411.90611	11250.05699		calc.dr.esm.
1671		10135.92019	10607.68753		calc.dr.esm.
2568		10158.44456	10622.11492	0.00	IRS H2 CAP

**SPECTRUM DRIVE  
DRAINAGE EASEMENT EXHIBIT  
LAND DESCRIPTION  
PARCEL 7**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of a 3.5343 acres of land platted as Millennium Phase II, an addition to the Town of Addison, Texas as recorded in Volume 98221, Page 00022 of the Deed Records of Dallas County, Texas and also being a portion of Tract 1 described in instrument to CMA LAND, L.L.C., a Georgia limited liability company as recorded in Volume 2002176, Page 13545 of the Deed Records of Dallas County, Texas and re-filed in Volume 2003029, Page 00781 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

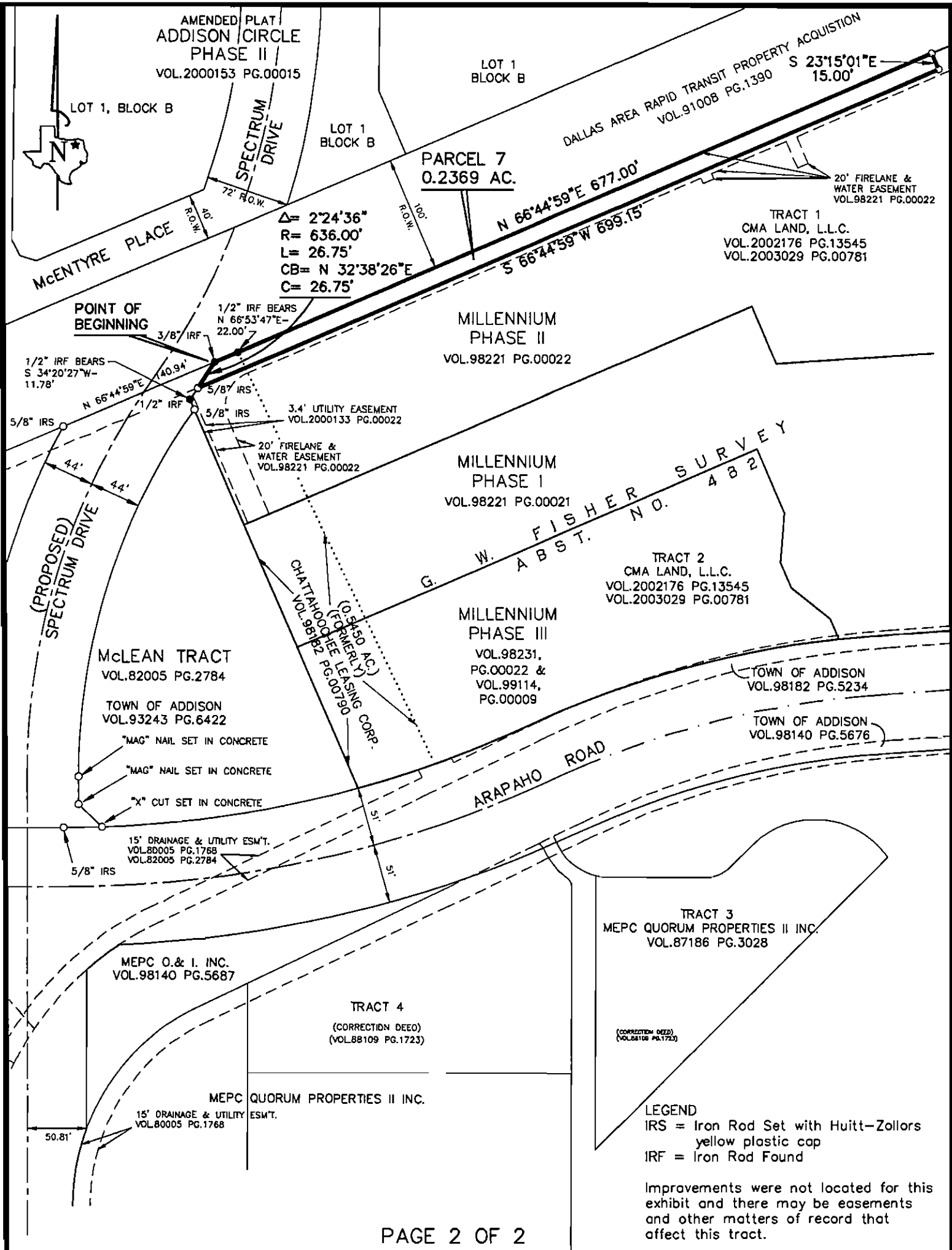
BEGINNING at a 3/8 inch iron rod found at the northwest corner of said Millennium Phase II, said point being on the southeasterly line of Dallas Area Rapid Transit Property Acquisition (100 foot wide right-of-way at this point, hereinafter called "DART right-of-way" as recorded in Volume 91008, Page 1390, Deed Records, Dallas County, Texas), from which a 1/2 inch iron rod found for the northeast corner of the McLean Tract, a 9.645 acre addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas bears North 66 degrees 53 minutes 47 seconds East at a distance of 22.00 feet;

THENCE North 66 degrees 44 minutes 59 seconds East along the southeasterly DART right-of-way line and northwesterly line of said Millennium Phase II a distance of 677.00 feet to a point for a corner;

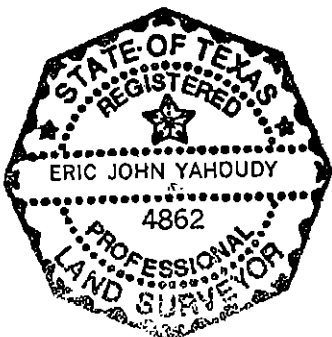
THENCE South 23 degrees 15 minutes 01 second East departing the northwesterly line of said Millennium Phase II a distance of 15.00 feet to a point for a corner;

THENCE South 66 degrees 44 minutes 59 seconds West parallel with the northwesterly line of said Millennium Phase II a distance of 699.15 feet to a point for a corner on a westerly line of said Millennium Phase II from which a 1/2 inch iron rod found for a westerly corner of said Millennium Phase II bears South 34 degrees 20 minutes 27 seconds West at a distance of 11.78 feet, said point being the beginning of a non-tangent curve to the left having a central angle of 2 degrees 24 minutes 36 seconds, a radius of 636.00 feet and being subtended by a 26.75 foot chord bearing North 32 degrees 38 minutes 26 seconds East;

THENCE northerly along said curve to the left an arc distance of 26.75 feet to the POINT OF BEGINNING and containing 0.2369 of an acre of land, more or less.

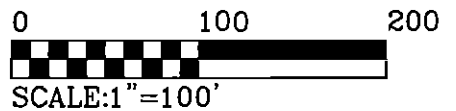


PAGE 2 OF 2



This is to certify that the above survey was made under my supervision on July 10, 2003 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 7-11-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
DRAINAGE EASEMENT EXHIBIT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 7  
OWNER: CMA LAND, L.L.C.  
AREA: 0.2369 AC. DATE: 7/10/2003

**SPECTRUM DRIVE  
DRAINAGE EASEMENT EXHIBIT  
LAND DESCRIPTION  
PARCEL 7**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of a 3.5343 acres of land platted as Millennium Phase II, an addition to the Town of Addison, Texas as recorded in Volume 98221, Page 00022 of the Deed Records of Dallas County, Texas and also being a portion of Tract 1 described in instrument to CMA LAND, L.L.C., a Georgia limited liability company as recorded in Volume 2002176, Page 13545 of the Deed Records of Dallas County, Texas and re-filed in Volume 2003029, Page 00781 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found at the northwest corner of said Millennium Phase II, said point being on the southeasterly line of Dallas Area Rapid Transit Property Acquisition (100 foot wide right-of-way at this point, hereinafter called "DART right-of-way" as recorded in Volume 91008, Page 1390, Deed Records, Dallas County, Texas), from which a 1/2 inch iron rod found for the northeast corner of the McLean Tract, a 9.645 acre addition to the Town of Addison, Texas as recorded in Volume 82005, Page 2784 of the Deed Records of Dallas County, Texas bears North 66 degrees 53 minutes 47 seconds East at a distance of 22.00 feet;

THENCE North 66 degrees 44 minutes 59 seconds East along the southeasterly DART right-of-way line and northwesterly line of said Millennium Phase II a distance of 677.00 feet to a point for a corner;

THENCE South 23 degrees 15 minutes 01 second East departing the northwesterly line of said Millennium Phase II a distance of 15.00 feet to a point for a corner;

THENCE South 66 degrees 44 minutes 59 seconds West parallel with the northwesterly line of said Millennium Phase II a distance of 699.15 feet to a point for a corner on a westerly line of said Millennium Phase II from which a 1/2 inch iron rod found for a westerly corner of said Millennium Phase II bears South 34 degrees 20 minutes 27 seconds West at a distance of 11.78 feet, said point being the beginning of a non-tangent curve to the left having a central angle of 2 degrees 24 minutes 36 seconds, a radius of 636.00 feet and being subtended by a 26.75 foot chord bearing North 32 degrees 38 minutes 26 seconds East;

THENCE northerly along said curve to the left an arc distance of 26.75 feet to the POINT OF BEGINNING and containing 0.2369 of an acre of land, more or less.

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1  
BLOCK B

DALLAS AREA RAPID TRANSIT PROPERTY ACQUISITION  
VOL.91008 PG.1390 S 23°15'01"E  
15.00'

PARCEL 7  
0.2369 AC.

20' FIRELANE &  
WATER EASEMENT  
VOL.98221 PG.00022

TRACT 1  
CMA LAND, L.L.C.  
VOL.2002176 PG.13545  
VOL.2003029 PG.00781

$\Delta = 2'24'36"$   
 $R = 636.00'$   
 $L = 26.75'$   
 $CB = N 32'38'26"E$   
 $C = 26.75'$

MILLENNIUM  
PHASE II  
VOL.98221 PG.00022

MILLENNIUM  
PHASE I  
VOL.98221 PG.00021

MILLENNIUM  
PHASE III  
VOL.98231,  
PG.00022 &  
VOL.99114,  
PG.00009

TRACT 2  
CMA LAND, L.L.C.  
VOL.2002176 PG.13545  
VOL.2003029 PG.00781

TOWN OF ADDISON  
VOL.98182 PG.5234

TOWN OF ADDISON  
VOL.98140 PG.5676

TRACT 3  
MEPC QUORUM PROPERTIES II INC.  
VOL.87186 PG.3028

TRACT 4  
(CORRECTION DEED)  
(VOL.88109 PG.1723)

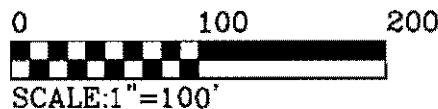
MEPC O. & I. INC.  
VOL.98140 PG.5687

MEPC QUORUM PROPERTIES II INC.  
15' DRAINAGE & UTILITY ESM'T.  
VOL.80005 PG.1768

LEGEND

IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found

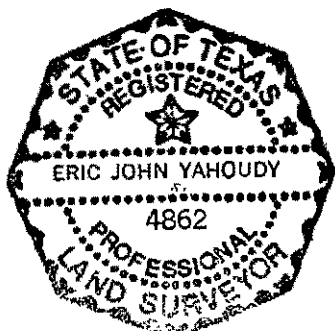
Improvements were not located for this  
exhibit and there may be easements  
and other matters of record that  
affect this tract.



BASIS OF BEARINGS:

The monuments found as called for on  
the amended plat of Addison Circle  
Phase II, an addition to the Town of  
Addison, Texas, as recorded in Volume  
2000153, Page 00015, Deed Records,  
Dallas County, Texas.

PAGE 2 OF 2



This is to certify that the above survey was  
made under my supervision on July 10,  
2003 and that the metes and bounds shown  
thereon are true and correct to the best of  
my knowledge.

*Eric J. Yahoudy* 7-11-03  
Eric J. Yahoudy, Registered Professional Land  
Surveyor, Texas No. 4862

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
DRAINAGE EASEMENT EXHIBIT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 7  
OWNER: CMA LAND, L.L.C.  
AREA: 0.2369 AC. DATE: 7/10/2003

**Steve Chutchian**

---

**From:** Meyers, David [davidm@Huitt-Zollars.com]  
**Sent:** Monday, October 06, 2003 9:59 AM  
**To:** 'Parker, Tony'  
**Cc:** Luke Jalbert; Steve Chutchian  
**Subject:** Spectrum Drive Improvements

October 6, 2003

Mr. Parker,

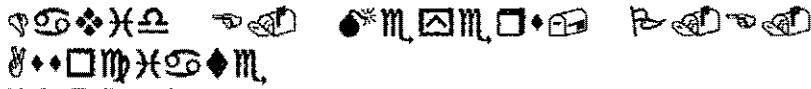
I was provided your name by Luke Jalbert with the Town of Addison. Huitt-Zollars, Inc. has prepared a design for the extension of Spectrum Drive from Arapaho Road to Airport Parkway (two segments).

I will be forwarding a set of the design plans to you for your review. Specifically the Town would like SBC to identify if you need to provide conduits in the right-of way for future extension of service. If so, please provide a design or red-line our drawings indicating the route and number of conduits, manholes etc.. you need for service.

With the construction of these improvements the entire right-of-way will be paved with street pavement or brick sidewalks on a concrete sub-base. There will not be an opportunity in the future to add conduits without expensive and disruptive demolition and re-construction of sidewalk and street pavement.

I would be happy to meet with you and discuss the improvements with you in more detail at your convenience. Please let me know when you would like to meet and discuss this project. Perhaps we could meet at the Town of Addison Service Center on Westgrove Drive. The Town plans to bid this project at the first of November and begin construction as soon as a contract can be awarded.

Thank you for your time and consideration.

  
Huitt-Zollars, Inc.  
3131 McKinney Ave. Suite 600  
Dallas, TX 75204  
Phone: 214-871-3311 Fax: 214-855-0219  
email: davidm@huitt-zollars.com



**SPECTRUM DRIVE EXTENSION  
PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS  
October 3, 2003**

<b>SOUTH SEGMENT</b>	
SCHEDULE 1 - PAVING	\$ 340,800.90
SCHEDULE 2 - UTILITIES	\$ 493,046.30
SCHEDULE 3 - STREETScape	\$ 247,103.20
SCHEDULE 4 - SIGNALIZATION	\$ 197,543.50
SCHEDULE 5 - STREET LIGHT BASE BID	<u>\$ 62,379.00</u>
<b>CONSTRUCTION SUB-TOTAL</b>	<b>\$ 1,340,872.90</b>
<b>CONTINGENCY (10%)</b>	<b><u>\$ 134,087.29</u></b>
<b>SOUTH SEGMENT CONSTRUCTION TOTAL</b>	<b><u>\$ 1,474,960.19</u></b>
<b>NORTH SEGMENT</b>	
SCHEDULE 1 - PAVING	\$ 385,247.20
SCHEDULE 2 - UTILITIES	\$ 484,761.60
SCHEDULE 3 - STREETScape	\$ 428,066.50
SCHEDULE 4 - SIGNALIZATION	\$ -
SCHEDULE 5 - STREET LIGHT BASE BID	<u>\$ 213,752.00</u>
<b>CONSTRUCTION SUB-TOTAL</b>	<b>\$ 1,511,827.30</b>
<b>CONTINGENCY (10%)</b>	<b><u>\$ 151,182.73</u></b>
<b>NORTH SEGMENT CONSTRUCTION TOTAL</b>	<b><u>\$ 1,663,010.03</u></b>
<b>TOTAL PROJECT</b>	
SCHEDULE 1 - PAVING	\$ 726,048.10
SCHEDULE 2 - UTILITIES	\$ 977,807.90
SCHEDULE 3 - STREETScape	\$ 675,169.70
SCHEDULE 4 - SIGNALIZATION	\$ 197,543.50
SCHEDULE 5 - STREET LIGHT BASE BID	<u>\$ 276,131.00</u>
<b>CONSTRUCTION SUB-TOTAL</b>	<b>\$ 2,852,700.20</b>
<b>CONTINGENCY (10%)</b>	<b>\$ 285,270.02</b>
<b>ALL SEGMENTS CONSTRUCTION TOTAL</b>	<b><u>\$ 3,137,970.22</u></b>

# FILE COPY

## Memorandum

**To:** Ron Whitehead, City Manager  
**From:** Lea Dunn, Deputy City Manager  
**Date:** September 17, 2003  
**Subject:** Costs associated with Addison Circle

---

Per your request, I reviewed the Master Facilities agreement and amendments to the agreement regarding the Addison Circle development. As you'll recall, the original master facilities agreement authorized the Town to spend \$9 million for public improvements to serve the development project. As part of that agreement, a schedule was developed that detailed those specific improvements and the estimated dollars allocated to those specific improvements. The agreement provides that the funds may be spent only on those projects identified in Exhibit 4 of the Master Facilities agreement (see attached exhibit 4). The agreement further defines the minimum and maximum amount of funds that may be spent on parks and open space improvements (see attached exhibit 5). Finally the agreement provides that any remaining funds may be reallocated to future phases of the development so long as the total amount of funds spent does not exceed \$9 million. With the exception of the art piece, the amounts detailed for each project remained the same. The art piece component was amended several times; however, it was understood that the additional funds spent for the art piece would not be included in the overall \$9 million that was initially authorized.

The agreement was for a period of 12 years and at the time of its adoption, staff was uncertain as to how long it would take for the entire district to build out. As such, when the agreement was approved, the \$9 million was not fully funded. It

north of the district to Airport Parkway) is estimated to be \$550,250. The Town is responsible for the entire cost of this first component. The cost to construct the second component (the remaining area within the district) is estimated to be \$1,402,250. The Town has a balance of \$141,318 remaining from the original funds allocated to this portion of the Spectrum project. The remainder of the costs (\$1,260,568) for this component is to be shared equally by the developers of the two tracts of land abutting Spectrum. The cost to construct the third component (the area south of the railroad crossing to Arapaho) is \$1,115,781. The Town is responsible for the entire cost of this third component. Funding for the Spectrum project consists of the following:

Bond funds:	\$2,300,000
Dart funds	\$273,000
Interest funds	\$86,000

Additional street funds are available to fund the Spectrum project, if needed. Those funds consist of \$500,000 (transferred from the Inwood project) and \$200,000 (transferred from the Addison Road widening project). It is still not clear who is responsible for the developers' portion; however, based on previous conversations, staff believes that TexOK Properties has agreed to pay those commitments. Finally the Town has the \$708,000 in cash that is designated for Addison Circle infrastructure improvements. According to Randy, these funds may be used for any of the proposed infrastructure improvements within the district. He would recommend that the funds be used to fund the proposed park improvements in the district.

In summary, the Master Facilities agreement authorizes the Town to spend a total of \$9 million on specific public improvements in the district. Currently the Town's remaining obligation is \$2,139,945. Of that amount, the Master Facilities agreement commits the Town to funding a maximum of \$1,000,000 in parks and open space improvements, which leaves a balance of \$1,139,945 that may be spent on the remaining public improvements within the district. If you have any questions, please contact me.

**TOWN OF ADDISON**  
**SUMMARY OF ADDISON CIRCLE INFRASTRUCTURE COSTS**

	FY1996	FY1997	FY1998	FY1999	FY2000	FY2001	FY2002	YTD - June FY2003	TOTAL
<b>Urban Dist. Streets - #65300</b>									
Special Services	-	12,696	-	-	-	-	-	-	-
Advertising	-	297	-	-	-	-	-	-	-
Engineering	83,596	30,714	112	-	-	-	-	-	-
Street Construction/ROW Acq.	1,841,261	1,089,465	114,192	-	-	-	-	-	-
Signals	-	100,074	-	-	-	-	-	-	-
<b>Total</b>	<b>1,924,857</b>	<b>1,233,246</b>	<b>114,304</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 3,272,407</b>
<b>Addison Circle-Phase Iia - #75300</b>									
Special Services	-	-	-	-	-	-	-	-	-
Advertising	-	252	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-
Street Construction/ROW Acq.	-	-	417,465	291,797	35,115	-	-	-	-
Signals	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>252</b>	<b>417,465</b>	<b>291,797</b>	<b>35,115</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 744,629</b>
<b>Bosque Park - #65801</b>									
Special Services	-	-	-	-	-	-	-	-	-
Advertising	-	463	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-
Land Betterments	-	125,536	429,596	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>125,999</b>	<b>429,596</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 555,595</b>
<b>Esplanade Park - #85800</b>									
Special Services	-	-	-	-	-	-	-	-	-
Advertising	-	-	-	117	-	-	-	-	-
Engineering	-	-	-	44,441	-	-	-	-	-
Land Betterments	-	-	-	553,562	15,350	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>598,120</b>	<b>15,350</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 813,470</b>
<b>Spectrum Connection - #85300</b>									
Special Services	-	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-
Street Construction/ROW Acq.	-	-	-	-	26,400	-	-	-	-
Signals	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,400</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 26,400</b>
<b>Spectrum Extension - #05301</b>									
Special Services	-	-	-	-	-	-	-	-	-
Advertising	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	50,944	134,653	-
Street Construction/ROW Acq.	-	-	-	-	-	-	-	3,299	-
Signals	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,944</b>	<b>137,952</b>	<b>\$ 188,896</b>
<b>Addison Circle Iib - #95300</b>									
Special Services	-	-	-	-	-	-	-	-	-
Advertising	-	-	-	304	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-
Street Construction/ROW Acq.	-	-	-	83,023	253,368	121,963	-	-	-
Signals	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>83,327</b>	<b>253,368</b>	<b>121,963</b>	<b>-</b>	<b>-</b>	<b>\$ 458,658</b>
<b>Total All Projects</b>	<b>\$ 1,924,857</b>	<b>\$ 1,359,497</b>	<b>\$ 961,365</b>	<b>\$ 973,244</b>	<b>\$ 330,233</b>	<b>\$ 121,963</b>	<b>\$ 50,944</b>	<b>\$ 137,952</b>	<b>\$ 5,860,055</b>


Required financial contribution to art piece \$ 1,000,000

TOTAL PAID TOWARDS ~~THE~~ OBLIGATION \$ 5,860,055

910

## Funds Available in Addison Circle

Item	M. Facilities Cost	1995 If cost	Built in Phase 2A	Built in Phase 2B	Funds available	2002 If cost	If available
Quorum Drive (2075 lf)	\$ 520,000.00	\$ 251.00	\$ 300,720.00	\$ -	\$ 219,280.00	\$ 600.00	366
Addison Circle East (419 lf)	\$ 318,000.00	\$ 759.00	\$ 318,000.00	\$ -	\$ -		
Spectrum-(1275-lf)	\$ 364,000.00	\$ 285.00	\$ 222,682.00	\$ -	\$ 141,318.00	\$ 1,800.00	79
Esplanade Park	\$ 610,000.00		\$ 610,000.00	\$ -	\$ -		
Quorum North Park (0.69 ac)	\$ 295,000.00			\$ -	\$ 295,000.00		
Mews Park (1.43 ac)	\$ 675,000.00			\$ -	\$ 675,000.00		
R Streets (1,880 lf total)	\$ 963,000.00	\$ 512.00	\$ 271,480.00	\$ 366,240.00	\$ 352,280.00	\$ 1,200.00	294
Mews-2 (1275 lf)	\$ 624,000.00	\$ 489.00	\$ 557,927.00	\$ -	\$ 66,073.00	\$ 900.00	74
Addison Circle East (590 lf)	\$ 131,000.00	\$ 220.00	\$ 131,000.00	\$ -	\$ -		
	\$ 4,500,000.00		\$ 2,411,809.00	\$ 366,240.00			



OK as noted  
Jof.

O.K. /  
S.W.

McENTRIES

ONE WAY

LINE SWALE

To Addison  
CIRCLE

Exc. Median

↑ N  
1:40'

DART

18' A-B-B

18' B-B

Retaining Wall

Parallel parking  
OK here?

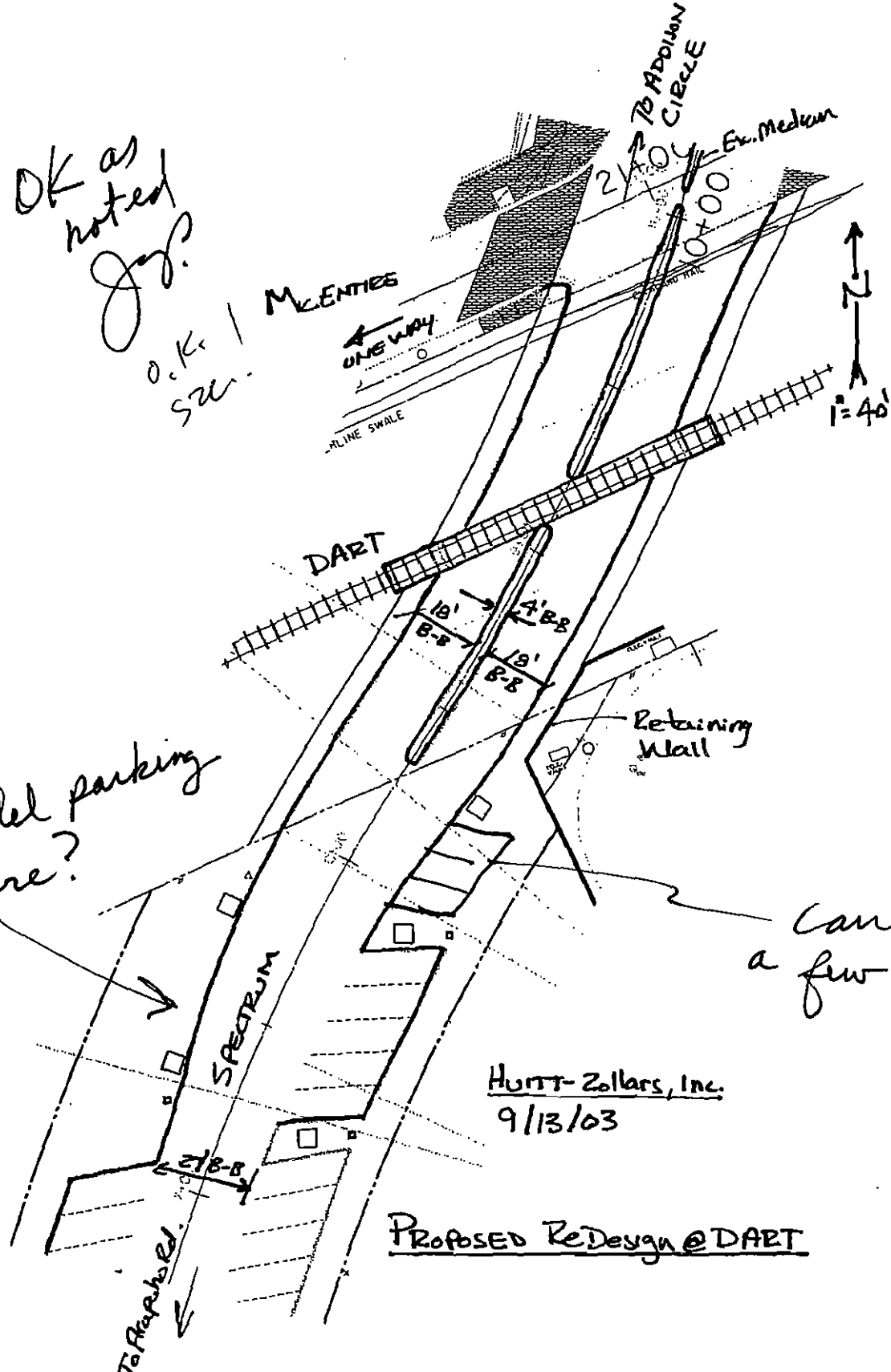
SPECTRUM

Can we get  
a few more here?

HUITT-ZOLLARS, Inc.  
9/13/03

To Republic

PROPOSED ReDesign @ DART



TOWN OF  
ADDISON

PUBLIC WORKS

To: DAVID MEYERS, P.E.

From: Steve CHUTCHIAN

Company: HUTT-ZOLLARS

FAX #: 214-855-0219

Date: 9/15/03

No. of pages (including cover): 2

Phone: 972/450-2886

Fax: 972/450-2837

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

## **Steve Chutchian**

---

**From:** Carmen Moran  
**Sent:** Thursday, September 11, 2003 8:29 AM  
**To:** Steve Chutchian; Mike Murphy  
**Subject:** Post right-of-way

Danya Boone called me back, and she says they are trying to get the property at Airport Parkway and Spectrum under contract to a buyer. She said if we could give them a couple of weeks to get it under contract, then they would be ready to give us the right-of-way. I am not optimistic they will get it under contract that soon, but I will call her again in two weeks.

CM



# HUITT-ZOLLARS

Dallas - Fort Worth - Austin - Denton - El Paso - Houston - Albuquerque - Rio Rancho - Denver - Phoenix - Ontario - Irvine - Seattle - Tacoma

### FACSIMILE TRANSMITTAL

Date: September 13, 2003 Fax No: 972-450-2837

HZ Job No. 01-3220-02 No. of Pages 2  
(Including this cover sheet)

Attention: Steve Chutchain

Company: Town of Addison

Urgent       Per Your Request       Please Call Upon Receipt  
 For Your Review       Original To Follow       FYI       Other

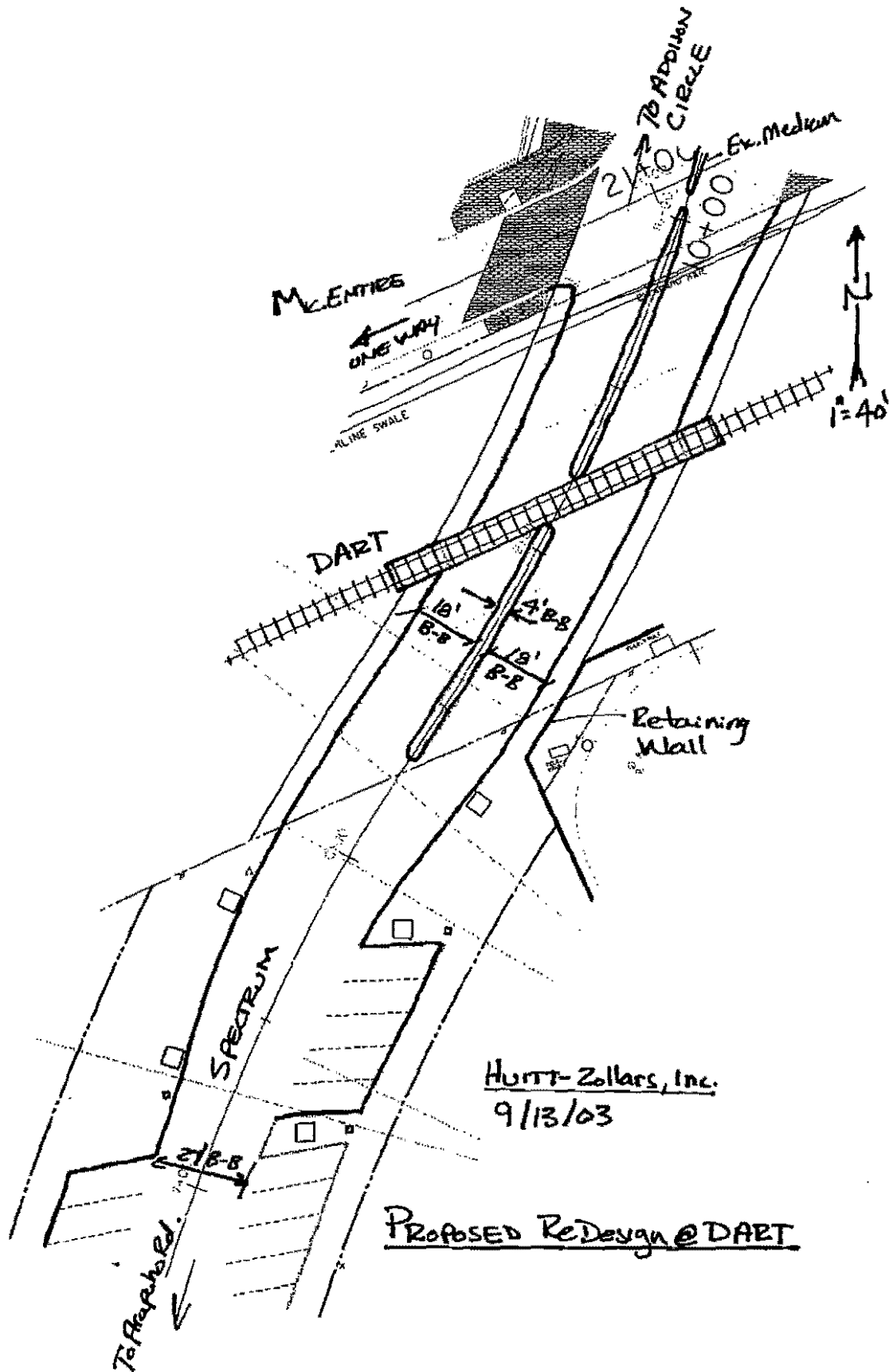
From: David E. Meyers, P.E.

Sent By: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_

NOTES/COMMENTS: Re: Spectrum Drive

Steve,  
Attached is my proposed revision to meet the DART requirements and provide extra paving for emergency vehicles and stalled cars if that occurs. This is the maximum that we can get and still have room for the 6' walk at the retaining wall. The retaining wall will require a hand rail.  
  
Please review and call me with your comments so we can proceed with the resulting plan modifications due to this revision.  
  
Thanks,

If you have any problems receiving this fax, please call us at (214) 871-3311  
3131 McKinney Avenue - Suite 600 - Dallas, Texas 75204 - (214)871-3311 - Fax (214)855-0219



# Halff Associates, Inc.

## General Terms and Conditions

### I. SCOPE

HALFF ASSOCIATES, INC. (hereinafter "Engineer") agrees to perform the services described in the attached Scope of Services, Exhibit A, which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by THE TOWN OF ADDISON, TEXAS (hereinafter "Client"), shall constitute a binding Agreement on both parties. It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

### II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

Time-related charges will be billed as specified in the proposal. Direct expenses will be billed at actual cost plus ten percent (10%). Subcontracted services will be billed at actual cost plus a service charge of 10 percent.

### III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Engineer shall act as agent of Client. Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

### IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Work.

### V. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expense to the extent caused directly by, a negligent act or omission or willful misconduct of Engineer in the performance of professional services hereunder and that of his or her subconsultants or anyone from whom the Engineer is legally liable.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

### VI. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance in the amounts of \$1,000,000 per claim and \$1,000,000 in the aggregate.

### VII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work to be performed under this project.

### VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is

General Terms and Conditions (continued)

not to be assigned by either Client or Engineer without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Engineer's office performing the majority of the work for this project is located.

XI. SUSPENSION OF SERVICES

A. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his or her option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.

B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIII. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration will not be allowed. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the parties to this Agreement understand and agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbonding mediation unless the parties agree otherwise.

The parties further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

XIV. SEVERABILITY

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

XV. TIMELINESS OF PERFORMANCE

The Engineer will perform his or her services with due and reasonable diligence consistent with sound professional practices.

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: Mark M. Janicki

Typed or Printed Name: Mark M. Janicki

Title: Project Manager

Date: \_\_\_\_\_

APPROVED:

Client: TOWN OF ADDISON, TEXAS

Signature: Michael E. Murphy

Typed or Printed Name: MICHAEL E. MURPHY

Title: DIRECTOR OF PUBLIC WORKS

Date: 9/12/03

## EXHIBIT "A"

### SCOPE OF SERVICES

Spectrum Drive Extension - Drainage, Addison, Texas

#### I. ACQUISITION SERVICES

##### A. Title Services

1. When required by Town of Addison, secure preliminary title commitments and title insurance.
2. Determine property ownership and provide curative work culminating in clear title.

##### B. Initial Appraisal

1. Use diligent effort to secure written permission from the owner to enter the property from which land is to be acquired.
2. Approach owner concerning donation of property.
3. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable Town of Addison forms.
4. Contact property owner(s) or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain file record of contact.
5. Prepare complete appraisal report for each parcel to be acquired. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
6. As necessary, prepare written notification to the Town of Addison of any environmental concerns associated with the parcels to be acquired that could require environmental remediation.
8. All completed appraisals will be administratively reviewed by the Town of Addison.

##### C. Negotiation Services

1. Contact Owner/Representative to acquire property through donation.
2. Analyze preliminary title report to determine potential problems, propose methods to cure title deficiencies.
3. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the Town of Addison. If applicable use Town of Addison forms.
4. Contact each property owner or property owner's designated representative, to present the written offer and deliver appraisal report and any other information as required by the Town of Addison.
5. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal.
6. Respond to property owner inquiries verbally and in writing within two (2) business days.

7. Prepare a separate negotiator contact report for each parcel per contact.
8. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
9. Transmit to the Town of Addison any written counter offer from property owners, including supporting documentation.
10. Prepare final offer letter, documents of conveyance as necessary.

**D. Condemnation Support**

1. Negotiate in "good faith" to avoid condemnation. In the event condemnation is necessary, send a Final Offer Letter to the owner.
2. Coordinating closely with the Town of Addison, file the necessary documents in the proper Court, coordinate the hearing date amongst all interested parties, obtain special commissioners signatures on the orders and perfect service of notice of hearing.
3. After the hearing, file necessary documents with the Court and in the Real Property Records.

**II. EXECUTIVE BRIEFINGS** – Meet with Town Council in Executive Session to discuss property acquisition and other matters as requested.

**FEE SUMMARY**

Title Services, Negotiation Services and Condemnation Support - \$1,500.00.

Appraisal Services - \$1,500.00

Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and mileage (36¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred, not to exceed \$300.00

Executive Briefing services shall be billed at the rate of \$95.00 per hour-Acquisition Agent and \$130.00 per hour-Project Manager in an amount not to exceed \$500.00.

# Half Associates, Inc.

## General Terms and Conditions

### I. SCOPE

HALFF ASSOCIATES, INC. (hereinafter "Engineer") agrees to perform the services described in the attached Scope of Services, Exhibit A, which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Half shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by THE TOWN OF ADDISON, TEXAS (hereinafter "Client"), shall constitute a binding Agreement on both parties. It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

### II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

Time-related charges will be billed as specified in the proposal. Direct expenses will be billed at actual cost plus ten percent (10%). Subcontracted services will be billed at actual cost plus a service charge of 10 percent.

### III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Engineer shall act as agent of Client. Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

### IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Work.

### V. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expense to the extent caused directly by, a negligent act or omission or willful misconduct of Engineer in the performance of professional services hereunder and that of his or her subconsultants or anyone from whom the Engineer is legally liable.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

### VI. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance in the amounts of \$1,000,000 per claim and \$1,000,000 in the aggregate.

### VII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work to be performed under this project.

### VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is

General Terms and Conditions (continued)

not to be assigned by either Client or Engineer without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Engineer's office performing the majority of the work for this project is located.

XI. SUSPENSION OF SERVICES

A. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his or her option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.

B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIII. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration will not be allowed. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the parties to this Agreement understand and agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbonding mediation unless the parties agree otherwise.

The parties further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

XIV. SEVERABILITY

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

XV. TIMELINESS OF PERFORMANCE

The Engineer will perform his or her services with due and reasonable diligence consistent with sound professional practices.

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: Mark M. Janicki

Typed or Printed Name: Mark M. Janicki

Title: Project Manager

Date: \_\_\_\_\_

APPROVED:

Client: TOWN OF ADDISON, TEXAS

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT "A"

### SCOPE OF SERVICES

Spectrum Drive Extension - Drainage, Addison, Texas

#### **I. ACQUISITION SERVICES**

##### **A. Title Services**

1. When required by Town of Addison, secure preliminary title commitments and title insurance.
2. Determine property ownership and provide curative work culminating in clear title.

##### **B. Initial Appraisal**

1. Use diligent effort to secure written permission from the owner to enter the property from which land is to be acquired.
2. Approach owner concerning donation of property.
3. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable Town of Addison forms.
4. Contact property owner(s) or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain file record of contact.
5. Prepare complete appraisal report for each parcel to be acquired. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
6. As necessary, prepare written notification to the Town of Addison of any environmental concerns associated with the parcels to be acquired that could require environmental remediation.
8. All completed appraisals will be administratively reviewed by the Town of Addison.

##### **C. Negotiation Services**

1. Contact Owner/Representative to acquire property through donation.
2. Analyze preliminary title report to determine potential problems, propose methods to cure title deficiencies.
3. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the Town of Addison. If applicable use Town of Addison forms.
4. Contact each property owner or property owner's designated representative, to present the written offer and deliver appraisal report and any other information as required by the Town of Addison.
5. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal.
6. Respond to property owner inquiries verbally and in writing within two (2) business days.

7. Prepare a separate negotiator contact report for each parcel per contact.
8. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
9. Transmit to the Town of Addison any written counter offer from property owners, including supporting documentation.
10. Prepare final offer letter, documents of conveyance as necessary.

**D. Condemnation Support**

1. Negotiate in "good faith" to avoid condemnation. In the event condemnation is necessary, send a Final Offer Letter to the owner.
2. Coordinating closely with the Town of Addison, file the necessary documents in the proper Court, coordinate the hearing date amongst all interested parties, obtain special commissioners signatures on the orders and perfect service of notice of hearing.
3. After the hearing, file necessary documents with the Court and in the Real Property Records.

**II. EXECUTIVE BRIEFINGS** – Meet with Town Council in Executive Session to discuss property acquisition and other matters as requested.

**FEE SUMMARY**

Title Services, Negotiation Services and Condemnation Support - \$1,500.00.

Appraisal Services - \$1,500.00

Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and mileage (36¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred, not to exceed \$300.00

Executive Briefing services shall be billed at the rate of \$95.00 per hour-Acquisition Agent and \$130.00 per hour-Project Manager in an amount not to exceed \$500.00.

Spectrum Drive Meeting with DART 9-9-03

Jan Seidner Glen Cleider, Ben Clabour

Eliminate Parking on S Side

6' Sidewalks

Lane width @ Crossing (Dallas requires  
17' pavement width) for emergency vehicle  
passage

Non mountable curb

Utilities review is needed

DART will continue review and give no written comments  
Jan is OK with the skew

**TOWN OF  
ADDISON**

**PUBLIC WORKS**

To: BRYAN PIPER

From: STEVE CHUTCHIA

Company: SITE CONCRETE

FAX #: 972-385-2299

Date: 4/2/04

Phone: 972/450-2886

Fax: 972/450-2837

16801 Westgrove

P.O. Box 9010

Addison, TX 75001-9010

No. of pages (including cover): 1

PAVING SCH. 2 "NORTH" → 213, 214, 215, 403

PAVING SCH. 1 "SOUTH" → 103

UTILITY SCH. 2 "SOUTH" → 213, 215

FAXED REVIEW  
COMMENTS to HALFF  
SZK.

TOWN OF  
ADDISON

PUBLIC WORKS

To: JOHN HOWELL

From: STEVE CHUTCHIAN

Company: HALFF ASSOCIATES

FAX #: 214-739-0108

Phone: 972/450-2886

Fax: 972/450-2837

Date: 8/29/03

No. of pages (including cover): 6

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



# Halff Associates

ENGINEERS • ARCHITECTS • SCIENTISTS  
PLANNERS • SURVEYORS

8616 NORTHWEST PLAZA DRIVE  
DALLAS, TEXAS 75225  
(214) 346-6200  
FAX (214) 739-0095

*7/28/03*

August 13, 2003

Town of Addison  
16801 Westgrove  
Addison, Texas 75001

Attn: Mr. Steven Z. Chutchian, P.E.  
Assistant City Engineer

RE: Easement Acquisition – Spectrum Drive Extention Drainage Project

Dear Mr. Chutchian:

Halff Associates is pleased to present the enclosed proposal to provide Easement Acquisition Services to facilitate the development of city facilities. The fees quoted in this proposal will be honored for up to 30 days from the date hereof.

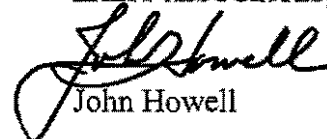
We trust this proposal meets your requirements for this project and appreciate the opportunity to be of service to the Town of Addison.

If this proposal meets with your approval, please execute the General Terms and Conditions and return the copy as notification to proceed, approval of the budget and agreement to fee schedule and basis of compensation.

Please feel free to contact me at 214-217-6659 if you have any questions or comments concerning this matter.

Sincerely,

HALFF ASSOCIATES, INC.

  
John Howell

DALLAS • FORT WORTH • HOUSTON • McALLEN • AUSTIN

TRANSPORTATION • WATER RESOURCES • LAND DEVELOPMENT • MUNICIPAL • ENVIRONMENTAL • STRUCTURAL  
MECHANICAL • ELECTRICAL • SURVEYING • GEOGRAPHIC INFORMATION SYSTEMS  
ARCHITECTURE • LANDSCAPE ARCHITECTURE • PLANNING

# Halff Associates, Inc.

## General Terms and Conditions

### I. SCOPE

HALFF ASSOCIATES, INC. (hereinafter "Engineer") agrees to perform the services described in the attached Scope of Services, Exhibit A, which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by THE TOWN OF ADDISON, TEXAS (hereinafter "Client"), shall constitute a binding Agreement on both parties. It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

### II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

Time-related charges will be billed as specified in the proposal. Direct expenses will be billed at actual cost plus ten percent (10%). Subcontracted services will be billed at actual cost plus a service charge of 10 percent.

### III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Engineer shall act as agent of Client. Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

### IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Work.

### V. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expense to the extent caused directly by, a negligent act or omission or willful misconduct of Engineer in the performance of professional services hereunder and that of his or her subconsultants or anyone from whom the Engineer is legally liable.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

### VI. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.

General Terms and Conditions (continued)

- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance.

Limits

VII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work to be performed under this project.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Engineer without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Engineer's office performing the majority of the work for this project is located.

XI. SUSPENSION OF SERVICES

- A. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his or her option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.
- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to

the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIII. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration will not be allowed. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the parties to this Agreement understand and agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbonding mediation unless the parties agree otherwise.

The parties further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

XIV. SEVERABILITY

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

XV. TIMELINESS OF PERFORMANCE

The Engineer will perform his or her services with due and reasonable diligence consistent with sound professional practices.

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: Mark M. Janicki

Typed or Printed Name: Mark M. Janicki

Title: Project Manager

Date: 8-11-03

APPROVED:

Client: TOWN OF ADDISON, TEXAS

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



Step 3: ~~Make~~ Failing donation, using "Judgement," and knowledge of easement costs in Town, make an offer to the owner (before going to cost of getting an appraisal)

EXHIBIT "A"

**SCOPE OF SERVICES**

Spectruim Drive Extention - Drainage, Addison, Texas

**I. ACQUISITION SERVICES**

**A. Title Services**

1. When required by Town of Addison, secure preliminary title commitments and title insurance.
2. Determine property ownership and provide curative work culminating in clear title.

**B. Initial Appraisal**

1. Use diligent effort to secure written permission from the owner to enter the property from which land is to be acquired.
2. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable Town of Addison forms.
3. Approach owner concerning donation of property.
4. Contact property owner(s) or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain file record of contact.
5. Prepare complete appraisal report for each parcel to be acquired. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
6. As necessary, prepare written notification to the Town of Addison of any environmental concerns associated with the parcels to be acquired that could require environmental remediation.
6. All completed appraisals will be administratively reviewed by the Town of Addison.

How is this determined? Visual inspection?

**C. Negotiation Services**

1. Analyze preliminary title report to determine potential problems, propose methods to cure title deficiencies.
2. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the Town of Addison, ~~on applicable~~ Use Town of Addison forms. *if applicable.*
3. Contact each property owner or property owner's designated representative, to present the written offer and deliver appraisal report and any other information as required by the Town of Addison.
4. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal.
5. Respond to property owner inquiries verbally and in writing within two (2) business days.
6. Prepare a separate negotiator contact report for each parcel per contact.

1<sup>st</sup> STEP IS TO CONTACT OWNER / REPRESENTATIVE TO ACQUIRE PROPERTY THROUGH DONATION.

7. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
8. Transmit to the Town of Addison any written counter offer from property owners, including supporting documentation.
9. Prepare final offer letter, documents of conveyance as necessary.

**D. Condemnation Support**

1. Negotiate in "good faith" to avoid condemnation. In the event condemnation is necessary, send a Final Offer Letter to the owner.
2. Coordinating closely with the Town of Addison, file the necessary documents in the proper Court, coordinate the hearing date amongst all interested parties, obtain special commissioners signatures on the orders and perfect service of notice of hearing.
3. After the hearing, file necessary documents with the Court and in the Real Property Records.

*Wouldn't  
Cowles & Thompson  
do this?*

**II. EXECUTIVE BRIEFINGS** – Meet with Town Council in Executive Session to discuss property acquisition and other matters as requested.

**FEE SUMMARY**

Title Services, Negotiation Services and Condemnation Support - \$1,500.00.

Appraisal Services - \$1,500.00

Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and mileage (36¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred, not to exceed \$300.00

Executive Briefing services shall be billed at the rate of \$95.00 per hour-Acquisition Agent and \$130.00 per hour-Project Manager in an amount not to exceed \$500.00.



# Halff Associates

ENGINEERS • ARCHITECTS • SCIENTISTS  
PLANNERS • SURVEYORS

8616 NORTHWEST PLAZA DRIVE  
DALLAS, TEXAS 75225  
(214) 346-6200  
FAX (214) 739-0095

August 13, 2003

Town of Addison  
16801 Westgrove  
Addison, Texas 75001

Attn: Mr. Steven Z. Chutchian, P.E.  
Assistant City Engineer

RE: Easement Acquisition – Spectrum Drive Extention Drainage Project

Dear Mr. Chutchian:

Halff Associates is pleased to present the enclosed proposal to provide Easement Acquisition Services to facilitate the development of city facilities. The fees quoted in this proposal will be honored for up to 30 days from the date hereof.

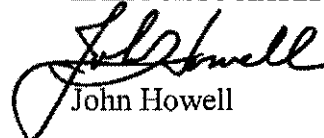
We trust this proposal meets your requirements for this project and appreciate the opportunity to be of service to the Town of Addison.

If this proposal meets with your approval, please execute the General Terms and Conditions and return the copy as notification to proceed, approval of the budget and agreement to fee schedule and basis of compensation.

Please feel free to contact me at 214-217-6659 if you have any questions or comments concerning this matter.

Sincerely,

HALFF ASSOCIATES, INC.



John Howell

DALLAS • FORT WORTH • HOUSTON • McALLEN • AUSTIN

---

TRANSPORTATION • WATER RESOURCES • LAND DEVELOPMENT • MUNICIPAL • ENVIRONMENTAL • STRUCTURAL  
MECHANICAL • ELECTRICAL • SURVEYING • GEOGRAPHIC INFORMATION SYSTEMS  
ARCHITECTURE • LANDSCAPE ARCHITECTURE • PLANNING

## Halff Associates, Inc.

### General Terms and Conditions

#### I. SCOPE

HALFF ASSOCIATES, INC. (hereinafter "Engineer") agrees to perform the services described in the attached Scope of Services, Exhibit A, which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by THE TOWN OF ADDISON, TEXAS (hereinafter "Client"), shall constitute a binding Agreement on both parties. It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

#### II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

Time-related charges will be billed as specified in the proposal. Direct expenses will be billed at actual cost plus ten percent (10%). Subcontracted services will be billed at actual cost plus a service charge of 10 percent.

#### III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Engineer shall act as agent of Client. Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

#### IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Work.

#### V. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expense to the extent caused directly by, a negligent act or omission or willful misconduct of Engineer in the performance of professional services hereunder and that of his or her subconsultants or anyone from whom the Engineer is legally liable.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

#### VI. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.

General Terms and Conditions (continued)

- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance.

VII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work to be performed under this project.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Engineer without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Engineer's office performing the majority of the work for this project is located.

XI. SUSPENSION OF SERVICES

- A. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his or her option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.
- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to

the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIII. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration will not be allowed. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the parties to this Agreement understand and agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbonding mediation unless the parties agree otherwise.

The parties further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

XIV. SEVERABILITY

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

XV. TIMELINESS OF PERFORMANCE

The Engineer will perform his or her services with due and reasonable diligence consistent with sound professional practices.

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: Mark M. Janicki

Typed or Printed Name: Mark M. Janicki

Title: Project Manager

Date: 8-11-09

APPROVED:

Client: TOWN OF ADDISON, TEXAS

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

Spectruim Drive Extention - Drainage, Addison, Texas

#### I. ACQUISITION SERVICES

##### A. Title Services

1. When required by Town of Addison, secure preliminary title commitments and title insurance.
2. Determine property ownership and provide curative work culminating in clear title.

##### B. Initial Appraisal

1. Use diligent effort to secure written permission from the owner to enter the property from which land is to be acquired.
2. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable Town of Addison forms.
3. Approach owner concerning donation of property.
4. Contact property owner(s) or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain file record of contact.
5. Prepare complete appraisal report for each parcel to be acquired. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
6. As necessary, prepare written notification to the Town of Addison of any environmental concerns associated with the parcels to be acquired that could require environmental remediation.
6. All completed appraisals will be administratively reviewed by the Town of Addison.

##### C. Negotiation Services

1. Analyze preliminary title report to determine potential problems, propose methods to cure title deficiencies.
2. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the Town of Addison on applicable Town of Addison forms.
3. Contact each property owner or property owner's designated representative, to present the written offer and deliver appraisal report and any other information as required by the Town of Addison.
4. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal.
5. Respond to property owner inquiries verbally and in writing within two (2) business days.
6. Prepare a separate negotiator contact report for each parcel per contact.

7. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
8. Transmit to the Town of Addison any written counter offer from property owners, including supporting documentation.
9. Prepare final offer letter, documents of conveyance as necessary.

**D. Condemnation Support**

1. Negotiate in "good faith" to avoid condemnation. In the event condemnation is necessary, send a Final Offer Letter to the owner.
2. Coordinating closely with the Town of Addison, file the necessary documents in the proper Court, coordinate the hearing date amongst all interested parties, obtain special commissioners signatures on the orders and perfect service of notice of hearing.
3. After the hearing, file necessary documents with the Court and in the Real Property Records.

**II. EXECUTIVE BRIEFINGS** – Meet with Town Council in Executive Session to discuss property acquisition and other matters as requested.

**FEE SUMMARY**

Title Services, Negotiation Services and Condemnation Support - \$1,500.00.

Appraisal Services - \$1,500.00

Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and mileage (36¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred, not to exceed \$300.00

Executive Briefing services shall be billed at the rate of \$95.00 per hour-Acquisition Agent and \$130.00 per hour-Project Manager in an amount not to exceed \$500.00.

**Halff Associates, Inc.**  
**General Terms and Conditions**

**COPY**

**I. SCOPE**

HALFF ASSOCIATES, INC. (hereinafter "Engineer") agrees to perform the services described in the attached Scope of Services, Exhibit A, which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by THE TOWN OF ADDISON, TEXAS (hereinafter "Client"), shall constitute a binding Agreement on both parties. It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

**II. COMPENSATION**

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

Time-related charges will be billed as specified in the proposal. Direct expenses will be billed at actual cost plus ten percent (10%). Subcontracted services will be billed at actual cost plus a service charge of 10 percent.

**III. RESPONSIBILITY**

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

In performing professional services, Engineer shall act as agent of Client. Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

**IV. SCOPE OF CLIENT SERVICES**

Client agrees to provide site access, and to provide those services described in the attached Scope of Work.

**V. INDEMNIFICATION**

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expense to the extent caused directly by, a negligent act or omission or willful misconduct of Engineer in the performance of professional services hereunder and that of his or her subconsultants or anyone from whom the Engineer is legally liable.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

**VI. INSURANCE**

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.



General Terms and Conditions (continued)

- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance.

VII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work to be performed under this project.

VIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either Client or Engineer without the prior written consent of the other.

IX. INTEGRATION

These terms and conditions and the letter agreement (Scope of Work) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work for this project is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Venue will be in the State District Court in which the Engineer's office performing the majority of the work for this project is located.

XI. SUSPENSION OF SERVICES

- A. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at his or her option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.
- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to

the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIII. ALTERNATIVE DISPUTE RESOLUTION

It is agreed by both parties that Arbitration will not be allowed. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the parties to this Agreement understand and agree that all disputes between them arising out of or related to this Agreement shall be submitted to nonbonding mediation unless the parties agree otherwise.

The parties further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

XIV. SEVERABILITY

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

XV. TIMELINESS OF PERFORMANCE

The Engineer will perform his or her services with due and reasonable diligence consistent with sound professional practices.

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: Mark M. Janicki

Typed or Printed Name: Mark M. Janicki

Title: Project Manager

Date: 8-11-03

APPROVED:

Client: TOWN OF ADDISON, TEXAS

Signature: \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

Spectrum Drive Extention - Drainage, Addison, Texas

#### **I. ACQUISITION SERVICES**

##### **A. Title Services**

1. When required by Town of Addison, secure preliminary title commitments and title insurance.
2. Determine property ownership and provide curative work culminating in clear title.

##### **B. Initial Appraisal**

1. Use diligent effort to secure written permission from the owner to enter the property from which land is to be acquired.
2. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable Town of Addison forms.
3. Approach owner concerning donation of property.
4. Contact property owner(s) or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain file record of contact.
5. Prepare complete appraisal report for each parcel to be acquired. These reports shall conform to the Uniform Standards of Professional Appraisal Practices.
6. As necessary, prepare written notification to the Town of Addison of any environmental concerns associated with the parcels to be acquired that could require environmental remediation.
6. All completed appraisals will be administratively reviewed by the Town of Addison.

##### **C. Negotiation Services**

1. Analyze preliminary title report to determine potential problems, propose methods to cure title deficiencies.
2. Prepare the initial offer letter, instruments of conveyance, and any other documents required or requested by the Town of Addison on applicable Town of Addison forms.
3. Contact each property owner or property owner's designated representative, to present the written offer and deliver appraisal report and any other information as required by the Town of Addison.
4. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal.
5. Respond to property owner inquiries verbally and in writing within two (2) business days.
6. Prepare a separate negotiator contact report for each parcel per contact.

7. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
8. Transmit to the Town of Addison any written counter offer from property owners, including supporting documentation.
9. Prepare final offer letter, documents of conveyance as necessary.

**D. Condemnation Support**

1. Negotiate in "good faith" to avoid condemnation. In the event condemnation is necessary, send a Final Offer Letter to the owner.
2. Coordinating closely with the Town of Addison, file the necessary documents in the proper Court, coordinate the hearing date amongst all interested parties, obtain special commissioners signatures on the orders and perfect service of notice of hearing.
3. After the hearing, file necessary documents with the Court and in the Real Property Records.

**II. EXECUTIVE BRIEFINGS** – Meet with Town Council in Executive Session to discuss property acquisition and other matters as requested.

**FEE SUMMARY**

Title Services, Negotiation Services and Condemnation Support - \$1,500.00.

Appraisal Services - \$1,500.00

Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and mileage (36¢ per mile) are not included in the fee estimate and are considered reimbursable at 1.1 times the direct cost incurred, not to exceed \$300.00

Executive Briefing services shall be billed at the rate of \$95.00 per hour-Acquisition Agent and \$130.00 per hour-Project Manager in an amount not to exceed \$500.00.

**Steve Chutchian**

---

**From:** Glenn Celerier [GCelerie@dart.org]  
**Sent:** Tuesday, September 09, 2003 12:08 PM  
**To:** davidm@huitt-zollars.com  
**Cc:** Steve Chutchian; Benjamin Claybour; George Avalos  
**Subject:** Traffic Comments and Design Criteria

Dave, below are the comments from our traffic engineer. I also attached a file with the DART utility design criteria. I sent you the entire chapter for your future reference but I highlighted what I thought might be most applicable. Note there are criteria common to both heavy and light rail as well as criteria specific only to light rail and heavy rail. Most of the heavy rail criteria are near the end. I also provided you the AREMA casing wall thickness table referenced in the criteria. Please call me if you have any questions 214-749-3947.

1. The proposed roadway is only 26 feet curb-curb with no median. DART's design criteria for at-grade LRT crossings requires a 4' wide median 75 feet long on both approaches. A 4' wide median should be added on both approaches. Additional width should be added to allow vehicles to escape the crossing area if another vehicle is stalled and blocking the road.
2. On-street angled parking is proposed just 100' south of the crossing that could cause traffic to stack back to the crossing. This situation is very similar to 15th Street in Plano which creates undesirable situations. In the case of the Plano crossings the LRTs are provided advance notice if the crossing is blocked and are instructed to slow their speed in preparation to stop. This is not an option for Freight rail as they take a much longer distance to stop. The Parking should be eliminated within 200 feet of the crossing unless the road can be widened to provide a second through lane so parking maneuvers do not block traffic or a detailed traffic and queuing study can adequately demonstrate a safe situation.
3. The at-grade crossing is skewed at about a 45 degree angle. This creates undesirable sight distance and requires longer gates and longer track clearance time for the crossing. It does not appear possible to create a better crossing angle so the median and gate protection is more critical.
4. The design criteria for sidewalk width within DART ROW shall have a minimum width of 6'. They only show a 5' sidewalk in their plan.
5. Sidewalks should be covered by the gates as well.
6. A design with the provision of Gates and Flashers were not included in the package for review.

Glenn Celerier, P. E.  
Civil Engineer

9/10/2003

ACT-21 A Joint Venture  
214-749-3947

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

June 16, 2003

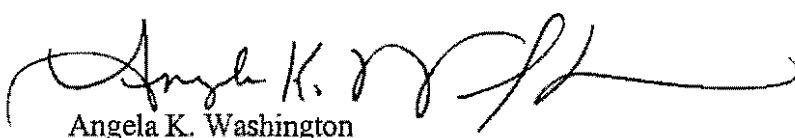
Ms. Carmen Moran  
City Secretary  
Town of Addison  
P.O. Box 9010  
Addison, TX 75001-9010

**RE: Parcel 5A, Spectrum Drive Right-of-Way Project**

Dear Carmen:

Enclosed is a Right-of-Way Deed for the above-referenced property incorporating the terms to which you agreed. Please let me know if you have any questions or concerns, or if there are any questions or concerns expressed by Post.

Sincerely,



Angela K. Washington

AKW/yjr  
Enclosure

c(w/Enc.): ✓ Mr. Steve Chutchian  
(w/o Enc.) Mr. Ken Dippel

**After Recording Return To:**  
**Angela K. Washington**  
**Cowles & Thompson, P.C.**  
**901 Main Street, Suite 4000**  
**Dallas, Texas 75202**

**STATE OF TEXAS**                   §  
   §  
**COUNTY OF DALLAS**           §

**TOWN OF ADDISON**  
**SPECIAL WARRANTY DEED**

**DATE:** \_\_\_\_\_, 2003

**GRANTOR:** Post Services, Inc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description for Parcel 5A) and Exhibit B (Survey Depiction for Parcel 5A) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a corporation organized and existing under the laws of the State of Georgia for the consideration described above grants, sells, and conveys to Grantee the Property (subject to the Reservations from Conveyance described herein), together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor does hereby bind itself and Grantor's heirs, executors, administrators, successors, and assigns to Warrant and forever Defend all and singular the premises herein conveyed unto Grantee and its heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

**RESERVATIONS FROM CONVEYANCE:**

(a) Grantor reserves all of the oil, gas and sulfur in and under the land herein conveyed, but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same. Nothing in this reservation shall affect the title and rights of Grantee to take and use all other minerals and materials thereon, therein and thereunder.

(b) Grantor reserves the right to use the Property for access to and from the Remainder and to install driveways and other facilities necessary for such access subject to Grantee's approval of the location and extent of same.

**MISCELLANEOUS:**

(a) The Property hereby conveyed may be used as a public right-of-way for the passage of pedestrian traffic, including (without limitation) sidewalks, landscaping, utilities and drainage, or for any other customary use of public right-of-way as Grantee determines necessary or desirable.

(b) No additional assessments or fees for this Project in excess of those established prior to the date of this agreement shall be required of Grantor. For purposes of this paragraph, the term "this Project" means the Spectrum Drive Right-of-Way Project approved by the Town of Addison 2000 Bond Program.

(c) Grantee acknowledges that the Property is part of a lot governed by a plat approved by Grantee on December 9, 1997. Nothing in this conveyance shall require replatting or additional plat dedications prior to development of the remainder of the lot pursuant to the lot configuration approved by said plat, and Grantee agrees that the Property shall continue to be a part of the platted lot for purposes of development of the remainder of the lot under governing zoning regulations.

(d) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(e) The consideration described above shall be deemed full compensation for the conveyance of the Property and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(f) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

**GRANTOR:**

**POST SERVICES, INC.**  
a Georgia Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**GRANTEE:**

**TOWN OF ADDISON**  
a Texas Municipal Corporation

By: \_\_\_\_\_  
Ron Whitehead  
City Manager



STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of Post Services, Inc., a Georgia corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

STATE OF TEXAS §  
COUNTY OF DALLAS §

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared Ron Whitehead, City Manager for the Town of Addison, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 5A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the westerly side of Spectrum Drive and being a portion of Quorum East Addition, an addition to the Town of Addison, Texas as recorded in Volume 98001, Page 00033 of the Deed Records of Dallas County, Texas and being a portion of that tract of land described in instrument to Post Services, Inc. as recorded in Volume 98060, Page 03404 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap on the southerly right-of-way line of Airport Parkway (60 foot wide right-of-way at this point) as established by the final plat of said Quorum East Addition, said point being the northwest corner of a 0.5675 of an acre tract of land to the Town of Addison, Texas as recorded in Volume 99002, Page 00016 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 20.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for THE POINT OF BEGINNING;

THENCE continuing South 00 degrees 08 minutes 23 seconds West along the westerly line of said Town of Addison tract a distance of 334.90 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the platted southerly line of said Quorum East Addition;

THENCE North 89 degrees 04 minutes 54 seconds West along the southerly line of said Quorum East Addition a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 08 minutes 23 seconds East departing the southerly line of said Quorum East Addition a distance of 339.90 feet to a point for a corner;

THENCE South 44 degrees 30 minutes 38 seconds East a distance of 7.11 feet to the POINT OF BEGINNING and containing 0.0387 of an acre of land, more or less.

HARRIS ADDITION  
VOL.78017 PG.1067  
LOT 1 BLOCK A

**EXHIBIT B**

**POINT OF BEGINNING**

5/8" IRS WITH HUITT-ZOLLARS YELLOW CAP

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

AIRPORT PARKWAY

POINT OF COMMENCING - PARCEL 5A

60' R.O.W. (EXISTING)

55' R.O.W. (EXISTING)

5/8" IRS

1/2" IRF

L3

L2

L1

5' R.O.W. DEDICATION BY PLAT  
VOL.98001 PG.00033

PARCEL 5  
0.0046 AC.

POINT OF BEGINNING - PARCEL 5A

5/8" IRS  
S 44°30'38"E 7.11'

69.65' R.O.W.

5' SIDEWALK EASEMENT  
(PARCEL 5A - 0.0387 AC.)

(PROPOSED)  
SPECTRUM DRIVE

A B 2 SURVEY

QUORUM EAST  
ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH  
PARKWAY ADDITION  
VOL.85021 PG.1686

UTAH STATE RETIREMENT  
INVESTMENT FUND  
VOL.96003 PG.1958

G. W. A B S T. FISHER

N 00°08'23"E 339.90'

S 00°08'23"W 334.90'

TOWN OF ADDISON  
VOL.99002 PG.00016

S 00°08'23"W 360.13'

10' TEXAS POWER &  
LIGHT CO. EASEMENT  
VOL.85021 PG.1686

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 00° 08' 23" W	20.00'
L2	N 44° 30' 38" W	28.46'
L3	S 89° 09' 39" E	20.00'

N 89°04'54"W 5.00'

5/8" IRF WITH  
HUITT-ZOLLARS  
YELLOW CAP

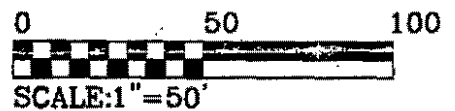
1/2" IRF WITH  
POWELL & POWELL  
CAP

LEGEND  
IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found

PAGE 3 OF 3

This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy*  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 5  
OWNER: POST SERVICES, INC.  
AREA: 0.0046 AC. DATE: 11/05/2002

## Steve Chutchian

---

**To:** Carmen Moran  
**Cc:** Mike Murphy; Jim Pierce  
**Subject:** RE: Steve Hurst row

Carmen - that is good news. Thanks.

-----Original Message-----

**From:** Carmen Moran  
**Sent:** Thursday, May 29, 2003 12:00 PM  
**To:** Steve Chutchian  
**Subject:** Steve Hurst row

Steve,

I got Steve Hurst's right of way and street easement documents back Tuesday. I will send them down to the County to be recorded. I told Angela we had them and that recorded copies would be coming to her, so to look for them.

I also had a conversation with Dayna Boon at Post Properties. She sent us some proposed wording they wanted on the dedication, and I forwarded it to Angela yesterday.

CM

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 2**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of Tract II as described in instrument to TEXOK Properties, L.P., as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut set in brick pavers at the intersection of the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 00015 of the Deed Records of Dallas County, Texas with the west right-of-way line of Spectrum Drive (69 foot right-of-way) as established by said plat of Addison Circle Phase II;

THENCE North 00 degrees 55 minutes 13 seconds East along the west right-of-way line of said Spectrum Drive as per said plat of said Addison Circle Phase II, and as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas a distance of 65.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for the POINT OF BEGINNING, said point being the northwest corner of said Spectrum Drive;

THENCE North 00 degrees 55 minutes 13 seconds East, a distance of 719.97 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner on north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East along the north line of said Tract II of TEXOK Properties, L. P. a distance of 34.50 feet to the northeast corner of said Tract II from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 00 degrees 55 minutes 13 seconds West along the easterly line of said Tract II of TEXOK Properties, L. P. a distance of 719.98 feet to a 5/8 inch iron set with Huitt-Zollars yellow plastic cap on the northerly right-of-way line of said Spectrum Drive;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said Spectrum Drive a distance of 34.50 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract II as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northwest corner of a 0.0697 of an acre tract of land for the right-of-dedication of Spectrum Drive as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West departing the said westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 724.97 feet to a point for a corner on the north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East a distance of 5.00 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 719.97 feet to the POINT OF BEGINNING and containing 0.0832 of an acre of land, more or less.

QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1688

TOWN OF ADDISON  
VOL.99002 PG.00016

5/8" IRF WITH HUITT-ZOLLARS CAP

S 89°05'45"E  
5.00'

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 00° 55' 13" E	65.00'
L2	S 89° 05' 45" E	34.50'
L3	N 89° 04' 47" W	34.50'

PARCEL 2  
0.5702 AC.

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that affect this tract.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

5' SIDEWALK EASEMENT  
(PARCEL 2A - 0.0832 AC.)

FISHER N.O.

G. W. ABST.

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

POINT OF COMMENCING  
"X" CUT SET  
IN BRICK PAVERS

POINT OF BEGINNING  
PARCEL 2 &  
PARCEL 2A  
5/8" IRF WITH  
HUITT-ZOLLARS  
CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000038 PG.02913

LEGEND

IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found

MORRIS AVENUE

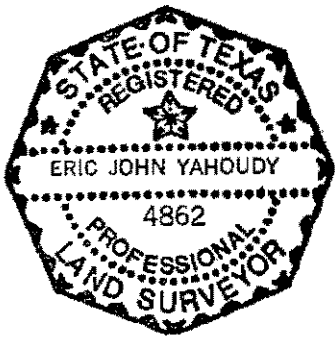
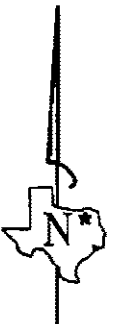
AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D PAGE 3 OF 3

LOT 1, BLOCK E

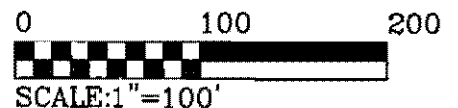
MILDRED PLACE

SPECTRUM DRIVE



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yaboudy* 5-1-03  
Eric J. Yaboudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised Parcel: 5/01/2003



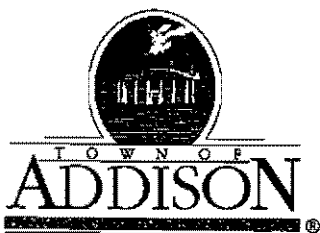
BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, on addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 800  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 2  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003



Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000

FAX (972) 450-7043

Steve,

F.T.I.

CM

May 6, 2003

Mr. Steve Hurst  
TexOK Properties  
2005 Faircloud Drive  
Edmond, OK 73034

Dear Mr. Hurst:

Please find enclosed two copies of the right-of-way deed and two copies of the sidewalk easement for Spectrum Drive. The exhibits attached to these documents have been revised to eliminate the notches on the west side of the right-of-way for future road connections.

Please sign and return all four copies to our office, and we will have them recorded at the Dallas County Records Office. After recording, we will return a recorded copy of each document to you.

I have also enclosed plans and a cross section of the design for Spectrum, which details how the head-in parking and sidewalk will work.

Sincerely,

Carmen Moran  
Director of Development Services

ENCLOSURES:    2 copies sidewalk easement  
                      2 copies right-of-way deed  
                      1 copy of 20 scale plan  
                      1 copy of 100 scale plan  
                      1 cross-section  
                      1 self-addressed envelope



**After Recording Return To:**  
**Angela K. Washington**  
**Cowles & Thompson, P.C.**  
**901 Main Street, Suite 4000**  
**Dallas, Texas 75202**

**TOWN OF ADDISON**  
**SIDEWALK EASEMENT**

**STATE OF TEXAS** §  
**COUNTY OF DALLAS** § **KNOW ALL MEN BY THESE PRESENTS:**  
§

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as **Grantee** determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

To have and to hold the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003

**TEXOK PROPERTIES, L.P.**

By \_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_ and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ SEAL ]

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract II as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northwest corner of a 0.0697 of an acre tract of land for the right-of-dedication of Spectrum Drive as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West departing the said westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 724.97 feet to a point for a corner on the north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East a distance of 5.00 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 719.97 feet to the POINT OF BEGINNING and containing 0.0832 of an acre of land, more or less.

QUORUM EAST  
ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH  
PARKWAY ADDITION  
VOL.85021 PG.1686

Exhibit B

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 00° 55' 13"E	65.00'
L2	S 89° 05' 45"E	34.50'
L3	N 89° 04' 47"W	34.50'

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that affect this tract.

PARCEL 2  
0.5702 AC.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

5' SIDEWALK EASEMENT  
(PARCEL 2A - 0.0832 AC.)

FISHER  
N.O.

G. W. A B S T.  
(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

POINT OF  
BEGINNING  
PARCEL 2 &  
PARCEL 2A  
5/8" IRF WITH  
HUITT-ZOLLARS  
CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

POINT OF  
COMMENCING  
"X" CUT SET  
IN BRICK PAVERS

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

LEGEND

IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found

MORRIS AVENUE

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D PAGE 3 OF 3

LOT 5  
LOT 4  
LOT 3  
LOT 2  
BLOCK E

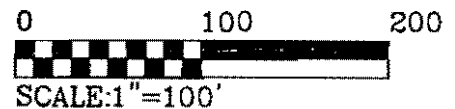
LOT 1, BLOCK E

MILDRED PLACE



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 5-1-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised Parcel: 5/01/2003



BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-9311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 2  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 2**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of Tract II as described in instrument to TEXOK Properties, L.P., as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut set in brick pavers at the intersection of the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 00015 of the Deed Records of Dallas County, Texas with the west right-of-way line of Spectrum Drive (69 foot right-of-way) as established by said plat of Addison Circle Phase II;

THENCE North 00 degrees 55 minutes 13 seconds East along the west right-of-way line of said Spectrum Drive as per said plat of said Addison Circle Phase II, and as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas a distance of 65.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for the POINT OF BEGINNING, said point being the northwest corner of said Spectrum Drive;

THENCE North 00 degrees 55 minutes 13 seconds East, a distance of 719.97 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner on north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East along the north line of said Tract II of TEXOK Properties, L. P. a distance of 34.50 feet to the northeast corner of said Tract II from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 00 degrees 55 minutes 13 seconds West along the easterly line of said Tract II of TEXOK Properties, L. P. a distance of 719.98 feet to a 5/8 inch iron set with Huitt-Zollars yellow plastic cap on the northerly right-of-way line of said Spectrum Drive;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said Spectrum Drive a distance of 34.50 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract II as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northwest corner of a 0.0697 of an acre tract of land for the right-of-dedication of Spectrum Drive as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West departing the said westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 724.97 feet to a point for a corner on the north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East a distance of 5.00 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 719.97 feet to the POINT OF BEGINNING and containing 0.0832 of an acre of land, more or less.

QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686

Exhibit B

TOWN OF ADDISON  
VOL.99002 PG.00016

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 00° 55' 13" E	65.00'
L2	S 89° 05' 45" E	34.50'
L3	N 89° 04' 47" W	34.50'

5/8" IRF WITH HUITT-ZOLLARS CAP

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

PARCEL 2  
0.5702 AC.

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that affect this tract.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

5' SIDEWALK EASEMENT  
(PARCEL 2A - 0.0832 AC.)

FISHER N.O.

G. W. ABST.  
(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

POINT OF BEGINNING  
PARCEL 2 &  
PARCEL 2A  
5/8" IRF WITH HUITT-ZOLLARS CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

POINT OF COMMENCING  
"X" CUT SET  
IN BRICK PAVERS

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

LEGEND

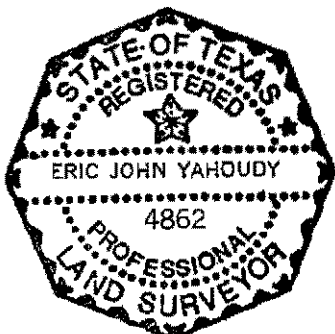
IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

MORRIS AVENUE

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

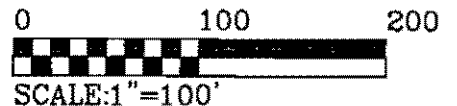
LOT 1, BLOCK D

PAGE 3 OF 3



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 5-1-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised Parcel: 5/01/2003



BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 800  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 2  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003

## LETTER OF TRANSMITTAL

DATE: <b>5/1/03</b>	JOB NO.: <b>01-3220-10</b>	PROJECT: <b>Spectrum Drive</b>
TO: <b>TOWN OF ADDISON 16801 WESTGROVE RD SERVICE CENTER - FIRST FLOOR ADDISON, TX 75001</b>		RE: <b>TEXOK Reevised Documents</b>  <b>972-450-2886</b>  ATTENTION: <b>MR. Steven Z. Chutchian, P.E.</b>

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER, VIA:

SHOP DRAWINGS  PRINTS  VIA: **Overnight**

SAMPLES  SPECIFICATIONS  CHANGE ORDER

COPY OF LETTER  REQUEST FOR INFORMATION  OTHER:

COPIES	DATE	NO.	DESCRIPTION
3			Parcel 2 Revised
3			Parcel 3 Revised

<input type="checkbox"/> FOR APPROVAL	<input type="checkbox"/> NO EXCEPTIONS TAKEN	<input type="checkbox"/> RESUBMIT _____ COPIES FOR APPROVAL
<input checked="" type="checkbox"/> FOR YOUR USE	<input type="checkbox"/> EXCEPTIONS AS NOTED	<input type="checkbox"/> SUBMIT _____ COPIES FOR DISTRIBUTION
<input checked="" type="checkbox"/> AS REQUESTED	<input type="checkbox"/> RETURNED FOR CORRECTIONS	<input type="checkbox"/> RETURN _____ CORRECTED PRINTS
<input type="checkbox"/> FOR REVIEW AND COMMENT		<input type="checkbox"/> OTHER:
<input type="checkbox"/> FOR BIDS DUE ON (DATE):		<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US

REMARKS:

.....

.....

.....

IF ENCLOSURES ARE NOT AS NOTED, KINDLY NOTIFY US AT ONCE.

SIGNATURE: <b>David E. Meyers, P.E.</b>	COPY TO:
---	----------



**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 2**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of Tract II as described in instrument to TEXOK Properties, L.P., as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut set in brick pavers at the intersection of the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 00015 of the Deed Records of Dallas County, Texas with the west right-of-way line of Spectrum Drive (69 foot right-of-way) as established by said plat of Addison Circle Phase II;

THENCE North 00 degrees 55 minutes 13 seconds East along the west right-of-way line of said Spectrum Drive as per said plat of said Addison Circle Phase II, and as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas a distance of 65.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for the POINT OF BEGINNING, said point being the northwest corner of said Spectrum Drive;

THENCE North 00 degrees 55 minutes 13 seconds East, a distance of 719.97 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner on north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East along the north line of said Tract II of TEXOK Properties, L. P. a distance of 34.50 feet to the northeast corner of said Tract II from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 00 degrees 55 minutes 13 seconds West along the easterly line of said Tract II of TEXOK Properties, L. P. a distance of 719.98 feet to a 5/8 inch iron set with Huitt-Zollars yellow plastic cap on the northerly right-of-way line of said Spectrum Drive;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said Spectrum Drive a distance of 34.50 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract II as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northwest corner of a 0.0697 of an acre tract of land for the right-of-dedication of Spectrum Drive as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West departing the said westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 724.97 feet to a point for a corner on the north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East a distance of 5.00 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 719.97 feet to the POINT OF BEGINNING and containing 0.0832 of an acre of land, more or less.

QUORUM EAST  
ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VDL.98060 PG.03404

15851 DALLAS NORTH  
PARKWAY ADDITION  
VOL.85021 PG.1686

TOWN OF ADDISON  
VOL.99002 PG.00016

5/8" IRF WITH  
HUITT-ZOLLARS  
CAP

S 89°05'45"E  
5.00'

1/2" IRF WITH  
"RANDOM" RED  
PLASTIC CAP BEARS  
N 89°05'45"W-2.00'

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 00°55'13"E	65.00'
L2	S 89°05'45"E	34.50'
L3	N 89°04'47"W	34.50'

PARCEL 2  
0.5702 AC.

NOTE:  
Improvements were not located for this  
exhibit and there may be easements and  
other matters of record that affect this  
tract.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

5' SIDEWALK EASEMENT  
(PARCEL 2A - 0.0832 AC.)

FISHER  
N.O.

G. W. A B S T.  
(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

POINT OF  
BEGINNING  
PARCEL 2 &  
PARCEL 2A  
5/8" IRF WITH  
HUITT-ZOLLARS  
CAP

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

POINT OF  
COMMENCING  
"X" CUT SET  
IN BRICK PAVERS

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

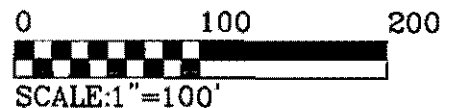
LEGEND

IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found

MORRIS AVENUE

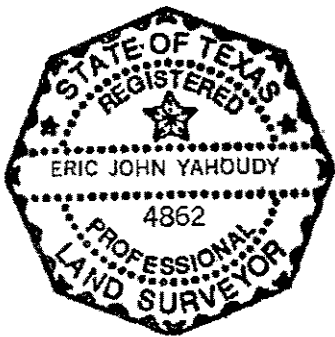
AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VDL.2000153 PG.00015

LOT 1, BLOCK D PAGE 3 OF 3



BASIS OF BEARINGS:

The monuments found as called for on  
the amended plat of Addison Circle  
Phase II, an addition to the Town of  
Addison, Texas, as recorded in Volume  
2000153, Page 00015, Deed Records,  
Dallas County, Texas.



This is to certify that the above survey was  
made under my supervision on November 5,  
2002 and that the metes and bounds shown  
thereon are true and correct to the best of  
my knowledge.

*Eric J. Yahoudy* 5-1-03  
Eric J. Yahoudy, Registered Professional Land  
Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised Parcel: 5/01/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 2  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 3**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northeast corner of a platted 0.0697 acre tract of land for right-of-way dedication of Spectrum Drive (69 foot right-of-way) as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said platted 0.0697 acre tract for Spectrum Drive a distance of 34.50 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for corner on the westerly line of said TEXOK Properties, L.P. Tract;

THENCE North 00 degrees 55 minutes 13 seconds East along the westerly line of said TEXOK Properties, L.P. Tract, a distance of 719.98 feet to the northwest corner of said TEXOK Properties, L.P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 34.50 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, passing at a distance of 535.93 feet a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for the northwest corner of a 3.371 acre tract of land described in instrument to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas and continuing along the westerly line of said 3.371 acre Staubach Company tract in all a distance of 719.99 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

QUORUM EAST  
ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH  
PARKWAY ADDITION  
VOL.85021 PG.1686

1/2" IRF WITH  
"RANDOM" REQ  
PLASTIC CAP BEARS  
N 89°05'45"W-2.00'

TOWN OF ADDISON  
VOL.99002 PG.00016

S 89°05'45"E 5.00'

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 05' 45"E	34.50'
L2	N 89° 04' 47"W	34.50'

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

5/8" IRF WITH  
HUITT-ZOLLARS  
YELLOW PLASTIC CAP

34.5'

5.0'

535.93'

535.93'

69' R.O.W.  
(PROPOSED)

5' SIDEWALK EASEMENT  
(PARCEL 3A - 0.0615 AC.)

PARCEL 3  
0.5702 AC.

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(PROPOSED) 719.98'  
SPECTRUM DRIVE

N 00°55'13"E  
S 00°55'13"W

N 00°55'13"E  
S 00°55'13"W

SURVEY  
482

FISHER  
NO.

POINT OF BEGINNING - PARCEL 3A

G. W. ABST.

5/8" IRF WITH  
HUITT-ZOLLARS  
YELLOW PLASTIC CAP

34.5'

184.06'

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

5/8" IRS

POINT OF  
BEGINNING  
5/8" IRS WITH  
HUITT-ZOLLARS  
CAP

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

LEGEND  
IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found

MORRIS AVENUE

69' R.O.W.

61' R.O.W.

SPECTRUM  
DRIVE

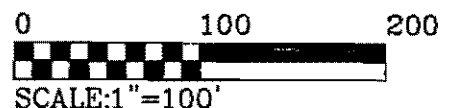
LOT 5  
LOT 4  
LOT 3  
LOT 2  
BLOCK E

MILDRED PLACE

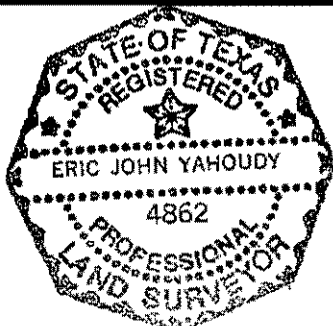
AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK E

LOT 1, BLOCK D PAGE 3 OF 3



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. J. Yahoudy* 5-1-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised: 5/1/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001

EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 3**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northeast corner of a platted 0.0697 acre tract of land for right-of-way dedication of Spectrum Drive (69 foot right-of-way) as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said platted 0.0697 acre tract for Spectrum Drive a distance of 34.50 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for corner on the westerly line of said TEXOK Properties, L.P. Tract;

THENCE North 00 degrees 55 minutes 13 seconds East along the westerly line of said TEXOK Properties, L.P. Tract, a distance of 719.98 feet to the northwest corner of said TEXOK Properties, L.P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 34.50 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, passing at a distance of 535.93 feet a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for the northwest corner of a 3.371 acre tract of land described in instrument to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas and continuing along the westerly line of said 3.371 acre Staubach Company tract in all a distance of 719.99 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

QUORUM EAST  
ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH  
PARKWAY ADDITION  
VOL.85021 PG.1686

1/2" IRF WITH  
"RANDOM" RED  
PLASTIC CAP BEARS  
N 89°05'45"W-2.00'

TOWN OF ADDISON  
VOL.99002 PG.00016

S 89°05'45"E 5.00'

5/8" IRF WITH  
HUITT-ZOLLARS  
YELLOW PLASTIC CAP

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

PARCEL 3  
0.5702 AC.

69' R.O.W.  
(PROPOSED)

5' SIDEWALK EASEMENT  
(PARCEL 3A - 0.0615 AC.)

(PROPOSED) 719.98'  
SPECTRUM DRIVE

N 00°55'13"E

S 00°55'13"W

SURVEY  
482

FISHER  
NO.

N 89°04'47"W 5.00'

POINT OF BEGINNING - PARCEL 3A

G. W. ABST.

5/8" IRF WITH  
HUITT-ZOLLARS  
YELLOW PLASTIC CAP

34.5'

POINT OF  
BEGINNING  
5/8" IRS WITH  
HUITT-ZOLLARS  
CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

5/8" IRS

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

L2

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

MORRIS AVENUE

69' R.O.W.

SPECTRUM  
DRIVE

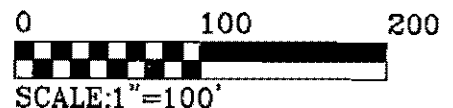
LOT 5  
LOT 4  
LOT 3  
LOT 2  
BLOCK E

MILDRED PLACE

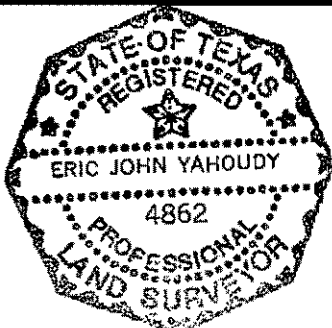
AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D PAGE 3 OF 3

LEGEND  
IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. J. Yahoudy* 5-1-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised: 5/1/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001

EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 3**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northeast corner of a platted 0.0697 acre tract of land for right-of-way dedication of Spectrum Drive (69 foot right-of-way) as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said platted 0.0697 acre tract for Spectrum Drive a distance of 34.50 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for corner on the westerly line of said TEXOK Properties, L.P. Tract;

THENCE North 00 degrees 55 minutes 13 seconds East along the westerly line of said TEXOK Properties, L.P. Tract, a distance of 719.98 feet to the northwest corner of said TEXOK Properties, L.P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 34.50 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, passing at a distance of 535.93 feet a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for the northwest corner of a 3.371 acre tract of land described in instrument to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas and continuing along the westerly line of said 3.371 acre Staubach Company tract in all a distance of 719.99 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.



QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

TOWN OF ADDISON VOL.99002 PG.00016

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

FISHER NO.

POINT OF BEGINNING - PARCEL 3A

G. W. ABST.

(0.0697 AC.)  
SPECTRUM DRIVE RIGHT-OF-WAY DEDICATION  
VOL.2000036 PG.02913

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

TXU ELECTRIC COMPANY EASEMENT BY PLAT  
VOL.2000036 PG.02913

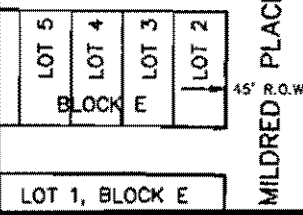
THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS EASEMENT BY PLAT - VOL.2000036 PG.02913

LEGEND

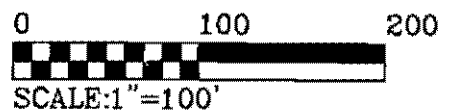
IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found



AMENDED PLAT ADDISON CIRCLE PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D

PAGE 3 OF 3



BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, on addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 5-1-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised: 5/1/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**TOWN OF ADDISON  
SIDEWALK EASEMENT**

STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS           §

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as **Grantee** determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

To have and to hold the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003

**TEXOK PROPERTIES, L.P.**

By \_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

BEFORE ME, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_ and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**TOWN OF ADDISON**  
**SIDEWALK EASEMENT**

STATE OF TEXAS                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF DALLAS           §

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as Grantee determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

To have and to hold the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2003

**TEXOK PROPERTIES, L.P.**

By \_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_ and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[SEAL]

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**After Recording Return To:**  
**Angela K. Washington**  
**Cowles & Thompson**  
**901 Main Street, Suite 4000**  
**Dallas, Texas 75202**

**RIGHT-OF-WAY DEED**

**DATE:** \_\_\_\_\_, 2003

**GRANTOR:** TexOK Properties, L.P.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

(1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

(2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a limited partnership organized and existing under the laws of the State of Texas for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

\_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF DALLAS**   §

**Before Me**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_ and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_

My Commission Expires:  
  
\_\_\_\_\_

**STATE OF TEXAS  
COUNTY OF DALLAS**

§  
§

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_ and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]



STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**RIGHT-OF-WAY DEED**

**DATE:** \_\_\_\_\_, 2003

**GRANTOR:** TexOK Properties, L.P.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

(1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

(2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a limited partnership organized and existing under the laws of the State of Texas for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

\_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF DALLAS**   §

**Before Me**, the undersigned notary public in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_ and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 3**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northeast corner of a platted 0.0697 acre tract of land for right-of-way dedication of Spectrum Drive (69 foot right-of-way) as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said platted 0.0697 acre tract for Spectrum Drive a distance of 34.50 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for corner on the westerly line of said TEXOK Properties, L.P. Tract;

THENCE North 00 degrees 55 minutes 13 seconds East along the westerly line of said TEXOK Properties, L.P. Tract, a distance of 719.98 feet to the northwest corner of said TEXOK Properties, L.P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 34.50 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, passing at a distance of 535.93 feet a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for the northwest corner of a 3.371 acre tract of land described in instrument to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas and continuing along the westerly line of said 3.371 acre Staubach Company tract in all a distance of 719.99 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 3A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the east side of Spectrum Drive and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 3529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap at the northwest corner of a 3.371 acre tract of land to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 535.93 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the northerly line of said TEXOK Properties, L.P. Tract;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 5.00 feet to a point for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, a distance of 535.93 feet to a point for a corner on the northerly line of said 3.371 acre Staubach Company tract;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said 3.371 acre Staubach Company tract a distance of 5.00 feet to the POINT OF BEGINNING and containing 0.0615 of an acre of land, more or less.

QUORUM EAST ADDITION

VOL.98001 PG.00033

POST SERVICES, INC.  
VOL.98060 PG.03404

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

TOWN OF ADDISON  
VOL.99002 PG.00016

15851 DALLAS NORTH PARKWAY ADDITION

VOL.85021 PG.1686

61' R.O.W. (PROPOSED)

(FUTURE STREET R-1)

L1

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

NOTE:

Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

34.5'

5.0'

535.93'

535.93'

69' R.O.W. (PROPOSED)

5' SIDEWALK EASEMENT (PARCEL 3A - 0.0615 AC.)

PARCEL 3  
0.5702 AC.

61' R.O.W. (PROPOSED)

(FUTURE STREET R-2)

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

FISHER NO.

N 00°55'13"E

SPECTRUM DRIVE  
N 00°55'13"E

S 00°55'13"W

S 00°55'13"W

N 89°04'47"W 5.00'

N 89°04'47"W 5.00'

POINT OF BEGINNING - PARCEL 3A

G. W. A. B. S. T.

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

34.5'

184.06'

POINT OF BEGINNING  
5/8" IRS WITH HUITT-ZOLLARS CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

5/8" IRS

L2

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

MORRIS AVENUE

61' R.O.W.

69' R.O.W.

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

LEGEND

IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found

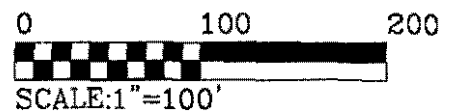
LOT 5  
LOT 4  
LOT 3  
LOT 2  
BLOCK E

MILDRED PLACE

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D PAGE 3 OF 3

LOT 1, BLOCK E



BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. J. Yahoudy* 3-15-03

Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001

EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 3/14/2003

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 2**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract II as described in instrument to TEXOK Properties, L.P., as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut set in brick pavers at the intersection of the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 00015 of the Deed Records of Dallas County, Texas with the west right-of-way line of Spectrum Drive (69 foot right-of-way) as established by said plat of Addison Circle Phase II;

THENCE North 00 degrees 55 minutes 13 seconds East along the west right-of-way line of said Spectrum Drive as per said plat of said Addison Circle Phase II, and as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas a distance of 65.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for the POINT OF BEGINNING, said point being the northwest corner of said Spectrum Drive;

THENCE North 00 degrees 55 minutes 13 seconds East, a distance of 367.83 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West a distance of 28.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 61.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 89 degrees 04 minutes 47 seconds East a distance of 28.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 230.14 feet to a 5/8 inch iron rod set Huitt-Zollars yellow plastic cap for a corner;

THENCE North 89 degrees 05 minutes 45 seconds West a distance of 28.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 00 degrees 54 minutes 15 seconds East a distance of 61.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner on the northerly line of said TEXOK Properties, L. P. Tract;

THENCE South 89 degrees 05 minutes 45 seconds East along the north line of said TEXOK Properties, L. P. Tract, a distance of 62.52 feet to the northeast corner of said TEXOK Properties, L. P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 00 degrees 55 minutes 13 seconds West along the easterly line of said TEXOK Properties, L. P. Tract, a distance of 719.98 feet to a 5/8 inch iron set with Huitt-Zollars yellow plastic cap on the northerly right-of-way line of said Spectrum Drive;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said Spectrum Drive a distance of 34.50 feet to the POINT OF BEGINNING and containing 0.6487 of an acre of land, more or less.

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract 11 as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northwest corner of a 0.0697 of an acre tract of land for the right-of-dedication of Spectrum Drive as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West departing the said westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 372.83 feet to a point for a corner;

THENCE South 89 degrees 04 minutes 47 seconds East a distance of 5.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 367.83 feet to the POINT OF BEGINNING and containing 0.0428 of an acre of land, more or less.



**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2B**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract II as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut set in brick pavers at the intersection of the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 00015 of the Deed Records of Dallas County, Texas with the west right-of-way line of Spectrum Drive (69 foot right-of-way) as established by said plat of Addison Circle Phase II;

THENCE North 00 degrees 55 minutes 13 seconds East along the west right-of-way line of said Spectrum Drive as per said plat of said Addison Circle Phase II, and as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas a distance of 65.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for the northwest corner of said Spectrum Drive;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 367.83 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap;

THENCE North 89 degrees 04 minutes 47 seconds West a distance of 28.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 61.00 feet to a 5/8 inch iron set with Huitt-Zollars yellow plastic cap;

THENCE South 89 degrees 04 minutes 47 seconds East a distance of 23.00 feet to the POINT OF BEGINNING of this tract from which a 5/8 inch iron rod with Huitt-Zollars yellow plastic cap bears South 89 degrees 04 minutes 47 seconds East at a distance of 5.00 feet;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 230.14 feet to a point for a corner;

THENCE South 89 degrees 04 minutes 47 seconds East a distance of 5.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

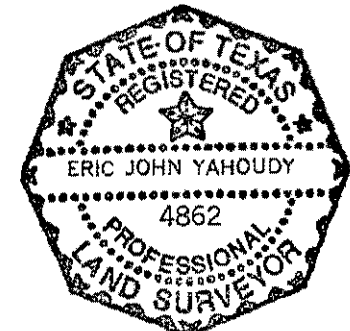
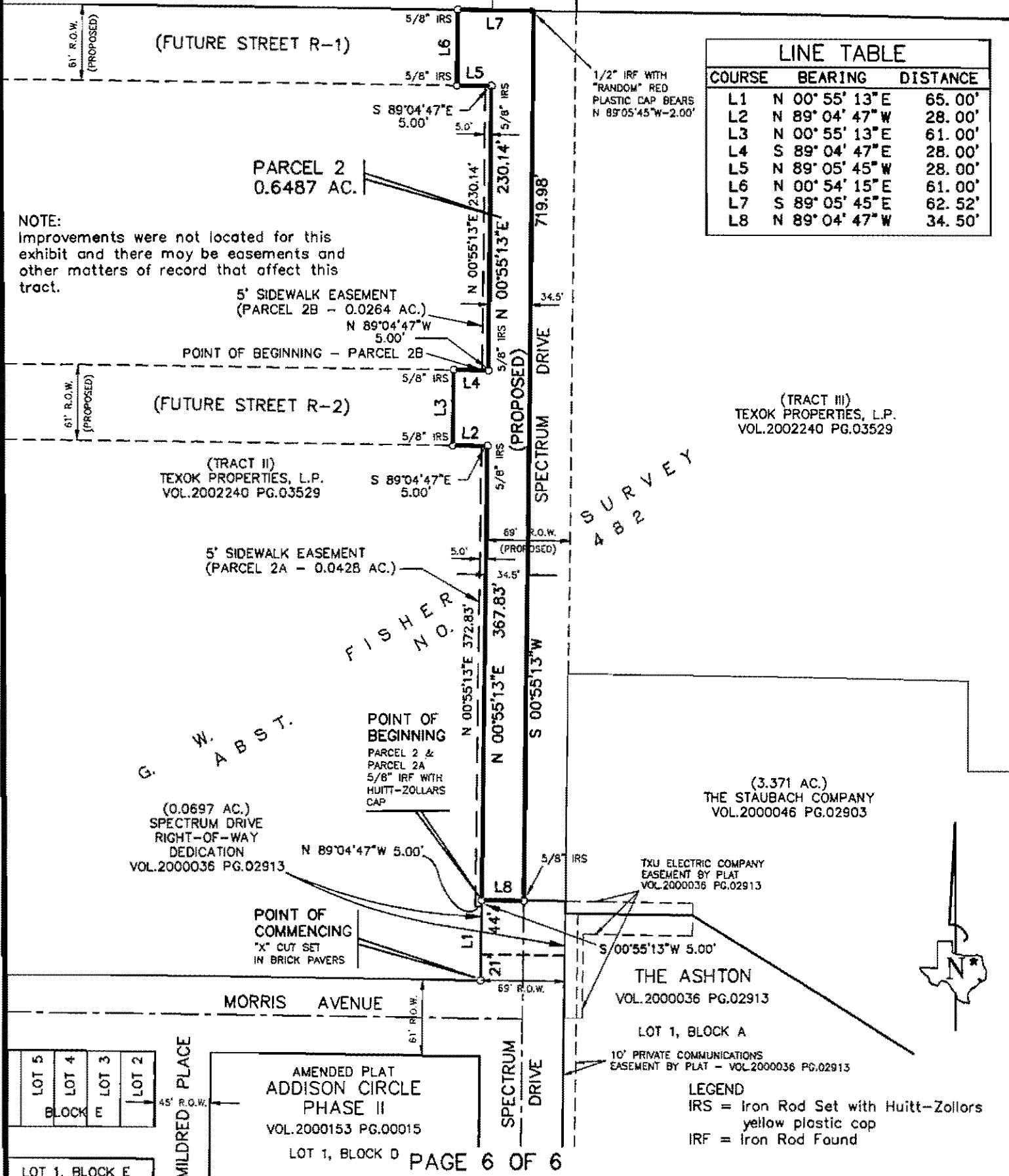
THENCE South 00 degrees 55 minutes 13 seconds West a distance of 230.14 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West a distance of 5.00 feet to the POINT OF BEGINNING and containing 0.0264 of an acre of land, more or less.

QUORUM EAST  
ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH  
PARKWAY ADDITION  
VOL.85021 PG.1686

TOWN OF ADDISON  
VOL.99002 PG.00016



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*[Signature]* 3.15.03  
 Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
 Revised owner's name: 3/14/2003

**HUITT-ZOLLARS**  
 Huitt-Zollars, Inc. Dallas  
 3131 McKinney Avenue, Suite 600  
 Dallas, Texas 75204-2489  
 Phone (214) 871-3311 Fax (214) 871-0757

**SPECTRUM DRIVE  
 RIGHT-OF-WAY EXHIBIT  
 & SIDEWALK EASEMENT  
 TOWN OF ADDISON, TEXAS**

Prepared For: TOWN OF ADDISON  
 16801 Westgrove Dr., Addison, TX 75001  
**EXHIBIT PARCEL NO. 2**  
 OWNER: TEXOK PROPERTIES, L.P.  
 AREA: 0.6487 AC. REV. DATE: 3/14/2003

**Steve Chutchian**

---

To: Michael Murphy  
Cc: Jim Pierce  
Subject: Outstanding Attorney Items

**Inwood Rd. /South Quorum, Phase II**

- Three drainage easements have been negotiated with property owner. Legal description and map must be placed on standard form for signing and notarizing

*Wednesday Thursday*

**Spectrum Drive North/South Extension**

- Several parcels, representing proposed right-of-way/easement acquisitions, have been negotiated with property owner. Legal descriptions and maps were previously placed onto forms for signing and notarizing. However, property ownership changed, and forms must be revised to reflect new owner.

**Arapaho Rd., Phase III**

- Harbor Group (Parcel 10) - set up condemnation hearing, including appointment of commissioners.
- Watson & Taylor (Parcel 12) - finalize right-of-way/easement agreement
- Heritage Inn (Parcel 5) - revised legal description and map must accompany correspondence to property owner. The revised legal descriptions reflect actual area to be acquired for right-of-way. According, the amount of compensation will change according to a proportionate reduction in square footage of land and utilizing the same unit price per square foot.
- Kim Forsythe (Parcel 2) - Finalize right-of-way/easement agreement
- Bullough/Lykos (Parcel 11) - Deposit money and take possession of property, in accordance with Public Works schedule

**Addison Rd., Phase I**

- Cafe Capri - Follow-up on agreement for easement acquisition
- Sultan Chaana - File for condemnation for acquiring parkway easement
- Minol Centre - Follow-up on agreement for easement acquisition
- Outback Steakhouse - Follow-up on agreement for easement acquisition

42500

PLEASE RETURN TO:  
Republic Title Co.  
1909 Woodall Rodgers Fwy.  
Suite 400  
Dallas, Texas 75201

Shannen Clark  
OAR 2044 WRA

2106462

12/11/02 3602750 123.00  
Deed

AFTER RECORDING MAIL TO:

TEXOK Properties, L.P.  
2005 Faircloud Drive  
Edmond, OK 73034  
Attn: Stephen T. Hurst

MAIL TAX STATEMENT TO:

TEXOK Properties, L.P.  
2005 Faircloud Drive  
Edmond, OK 73034  
Attn: Stephen T. Hurst

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT GAYLORD PROPERTIES, LP, a Texas limited partnership ("Grantor"), with an address of 9000 North Broadway, Oklahoma City, Oklahoma 73114, in consideration of the amount of Ten Dollars (\$10) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto TEXOK PROPERTIES, L.P., an Oklahoma limited partnership ("Grantee"), with an address of 2005 Faircloud Drive, Edmond, Oklahoma 73034, that certain tract of real property located in Dallas County, Texas, and more particularly described on Exhibit "A" attached hereto, together with any and all buildings, structures, improvements, and fixtures thereon and any and all right, title and interest of Grantor in and to adjacent streets, alleys, rights-of-way, rights of ingress and egress and any reversionary interests thereto, any and all strips and gores between the above-described land and abutting properties, any and all sanitary sewer discharge treatment capacity and other utilities, any and all rights in and to easements, walkways, alleys, air rights, water rights, sewer rights and drainage rights incidental to the above-described land, any and all interests appurtenant to the above-described land, and all leases relating thereto, less and except all interests in oil, gas, casinghead gas, distillate, coal, metallic ores, and other minerals therein, thereon, or thereunder previously reserved or conveyed of record (the "Property"), and warrants title to the same to be free, clear, and discharged of and from all former grants, charges, taxes, judgments, liens, and encumbrances of whatsoever nature granted by, through, or under Grantor, but not otherwise, except for the matters described on Exhibit "B" attached hereto.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever.

2002240 03529

EXECUTED effective the 3<sup>rd</sup> day of December, 2002.

GAYLORD PROPERTIES, L.P., a Texas limited partnership

By: OPUBCO International, Ltd.,  
a Delaware corporation, General Partner

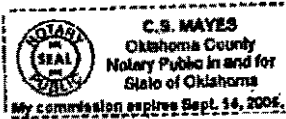
By *E. K. Gaylord II*  
E. K. Gaylord II/President

STATE OF OKLAHOMA     )  
  ) ss.  
COUNTY OF OKLAHOMA    )

This instrument was acknowledged before me on December 3, 2002, by E. K. Gaylord II, as President of OPUBCO International, Ltd., a Delaware corporation, the general partner of Gaylord Properties, L.P, a Texas limited partnership.

*C. S. Mayes*  
Notary Public  
Commission No. 01013431  
My commission expires: 9-14-05

[SEAL]



2002240 03530

EXHIBIT "A" TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION OF PROPERTY

IN240 03531

Exhibit A

TRACT 1

BEING a tract of land situated in the G.N. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract 2 as described in instruments to Gaylord Properties, LP. As recorded in Volume 97045, Page 2872 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars cap at the intersection of the westerly right-of-way line of Quorum Drive (80 foot right-of-way) as recorded in Volume 82993, Page 1073 of the Deed Records of Dallas County, Texas, and the northerly right-of-way line of Goodman Avenue (61 foot right-of-way) as established by the final Plat of Addison Circle Phase I, an addition to the Town of Addison, Texas as recorded in Volume 97101, Page 5801, and re-filed in Volume 97189, Page 1039, Deed Records, Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the platted northerly right-of-way line of said Goodman Avenue, and continuing along the platted northerly right-of-way line of Goodman Avenue (61 foot right-of-way) as shown by the final plat of Addison Circle Phase III, an addition to the Town of Addison, Texas as recorded in Volume 99140, Page 96 of the Deed Records of Dallas County, Texas, a distance of 630.00 feet to an X cut in brick sidewalk set on the easterly right-of-way line of Artist Way (61 foot right-of-way) as established by said Final Plat of Addison Circle Phase III;

THENCE North 04 degrees 55 minutes 13 seconds East along the easterly right-of-way line of said Artist Way a distance of 196.73 feet to a 5/8 inch iron rod set with Huitt-Zollars cap at the northeast corner of Artist Way;

THENCE departing the easterly right-of-way line of said Artist Way, North 89 degrees 04 minutes 47 seconds West along the northerly right-of-way line of Artist Way a distance of 61.00 feet to a 5/8 inch iron rod set with Huitt-Zollars cap at the northwest corner of Artist Way;

THENCE departing the northerly right-of-way line of said Artist Way, South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of said Artist Way a distance of 84.73 feet to a 5/8 inch iron rod found with RPLS 1855 cap at the northeast corner of Lot 1, Block B, Addison Circle Phase III;

THENCE departing the westerly right-of-way line of said Artist Way, North 89 degrees 04 minutes 47 seconds West along the northerly line of said Lot 1, Block B, a distance of 164.45 feet to a 5/8 inch iron rod found with Huitt-Zollars cap for a corner on the west line of said Gaylord Properties, LP tract;

THENCE departing the northerly line of said Lot 1, Block B, North 00 degrees 12 minutes 25 seconds East along the west line of said Gaylord Properties, LP

200240 03532



Exhibit A (Continued)

tract a distance of 176.59 feet to a PK Nail set at the northwest corner of said Gaylord Properties, LP tract;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said Gaylord Properties, LP tract a distance of 860.14 feet to a  $\frac{3}{4}$  inch iron rod found for corner on the westerly right-of-way line of said Quorum Drive;

THENCE departing the northerly line of said Gaylord Properties, LP tract, South 00 degree 55 minutes 13 seconds West along the westerly right-of-way line of said Quorum Drive a distance of 488.80 feet to the POINT OF BEGINNING and containing 8.919 acres of land, more or less.

TRACT II

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract I as described in instrument to Gaylord Properties, LP as recorded in Volume 97211, Page 1264 of the Deed Records of Dallas County, Texas and being more particularly described as follows;

BEGINNING at an X cut set in brick sidewalk at the intersection of the westerly right-of-way line of Spectrum Drive (69 foot right-of-way) and the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the Amended Plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 15 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the platted northerly right-of-way line of said Morris Avenue, a distance of 496.03 feet to an X-cut found in brick sidewalk on the platted easterly right-of-way line of Quorum Drive (108 foot right-of-way at this point) as established by said plat of Addison Circle Phase II;

THENCE departing the northerly right-of-way line of said Morris Avenue, North 00 degrees 55 minutes 13 seconds East along the platted easterly right-of-way line of said Quorum Drive, a distance of 34.50 feet to a  $\frac{5}{8}$  inch iron rod set with Huitt-Zollars cap for a corner;

THENCE continuing along the platted easterly right-of-way line of said Quorum Drive, North 89 degrees 04 minutes 47 seconds West, a distance of 11.00 feet to a  $\frac{5}{8}$  inch iron rod found with Huitt-Zollars cap for a corner on the easterly right-of-way line of Quorum Drive (80 foot right-of-way at this point) as recorded in Volume 82093, Page 1077 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 13 seconds East, along the easterly right-of-way line of said Quorum Drive, a distance of 750.33 feet to a  $\frac{3}{4}$  inch iron rod found with Huitt-Zollars cap at the northwest corner of said Gaylord Properties, LP Tract;

2002240 03533

Exhibit A (Continued).

TRENCE departing the easterly right-of-way line of said Quorum Drive, South 89 degrees 05 minutes 45 seconds East along the northerly line of said Gaylord Properties, LP Tract, a distance of 543.53 feet to a point for corner at the northeast corner of said Gaylord Properties, LP Tract from which a 1/2 inch iron rod found with random cap bears North 89 degrees 05 minutes 45 seconds West, a distance of 2.60 feet;

TRENCE departing the northerly line of said Gaylord Properties, LP Tract, South 00 degrees 55 minutes 13 seconds West along an easterly line of said Gaylord Properties, LP Tract a distance of 719.98 feet to a 5/8 inch iron rod set with Huitt-Zollars cap on the northerly right-of-way line of Spectrum Drive (69 foot right-of-way) as established by the final plat of The Ashton, an addition to the Town of Addison as recorded in Volume 2000036, Page 2911 of the Deed Records of Dallas County, Texas;

TRENCE departing the easterly line of said Gaylord Properties, LP Tract, North 89 degrees 04 minutes 47 seconds West, along the northerly right-of-way line of said Spectrum Drive a distance of 14.50 feet to a 5/8 inch iron rod set with Huitt-Zollars cap at the northwest corner of said Spectrum Drive;

TRENCE departing the northerly right-of-way line of said Spectrum Drive, South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of said Spectrum Drive a distance of 55.00 feet to the POINT OF BEGINNING and containing 9.732 acres of land, more or less.

TRACT III

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract 4 as described in instrument to Gaylord Properties, L.P., recorded in Volume 97211, Page 1264 of the Deed Records of Dallas County, Texas and also being all of a tract of land as described in instrument to Gaylord Properties, L.P. recorded in Volume 99053, Page 556 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars cap at the existing platted northeast corner of Spectrum Drive (69 foot right-of-way) as established by the final plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2911 of the Deed Records of Dallas County, Texas;

TRENCE North 89 degrees 04 minutes 47 seconds West along the platted northerly right-of-way line of said Spectrum Drive, a distance of 14.50 feet to a 5/8 inch iron rod set with Huitt-Zollars cap for a corner on the westerly line of said Gaylord Properties, L.P. Tract;

TRENCE departing the northerly right-of-way line of said Spectrum Drive, North

2002240 03534

Exhibit A (Continued)

89 degrees 55 minutes 13 seconds East along the westerly line of said Gaylord Properties, L.P. Tracts, a distance of 719.98 feet to a point for a corner from which a 5/8 inch iron rod found with random cap bears North 89 degrees 05 minutes 45 seconds West, a distance of 2.00 feet;

THENCE departing the westerly line of said Gaylord Properties, L.P. Tract, South 89 degrees 05 minutes 45 seconds East, along the northerly line of said Gaylord Properties, L.P., Tract a distance 513.20 feet to a 5/8 inch iron rod found with Huitt-Zollars cap for a corner on the westerly right-of-way line of Dallas Parkway (variable width right-of-way);

THENCE along the westerly right-of-way line of Dallas Parkway the following;

South 01 degrees 25 minutes 29 seconds West, a distance of 141.46 feet to 5/8 inch iron set with Huitt-Zollars cap at the beginning of a curve to the left having a radius of 646.62 feet, a central angle of 14 degrees 18 minutes 25 seconds, and being subtended by a chord of 161.04 feet which bears South 05 degrees 43 minutes 44 seconds East;

Along said curve to the left an arc distance of 161.46 feet to a 5/8 inch iron rod found with Huitt-Zollars cap at the end of said curve;

South 12 degrees 52 minutes 56 seconds East, a distance of 248.06 feet to a 5/8 inch iron rod set with Huitt-Zollars cap at the beginning of a curve to the right having a radius of 626.82 feet, a central angle of 05 degrees 50 minutes 47 seconds, and being subtended by a chord of 63.91 feet which bears South 09 degrees 57 minutes 32 seconds East;

Along said curve to the right an arc distance of 63.94 feet to a 5/8 inch iron rod found with Huitt-Zollars cap at the end of said curve and being the northeast corner of a tract of land described in instrument to the Staubach Company as recorded in Volume 2000046, Page 2901, Deed Records of Dallas County, Texas;

THENCE departing the westerly right-of-way line of said Dallas Parkway, along the northerly line of said Staubach Company Tract the following;

North 90 degrees 00 minutes 00 seconds West, a distance of 239.67 feet to a 5/8 inch iron rod found with Huitt-Zollars cap for corner;

North 00 degrees 00 minutes 00 seconds East, a distance of 72.87 feet to a 5/8 inch iron rod found with Huitt-Zollars cap for a corner;

North 89 degrees 04 minutes 47 seconds West, a distance of 326.53 feet to a 5/8 inch iron rod found with Huitt-Zollars cap for the northwest corner of said Staubach Company Tract;

THENCE South 00 degrees 55 minutes 13 seconds West along the westerly line of said Staubach Company Tract a distance of 184.06 feet to the POINT OF BEGINNING.

200240 03535

Exhibit A (Continued),

and containing 7.106 acres of land, more or less.

202240 03536

EXHIBIT "B" TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

1. Fees, taxes and assessments made by any taxing authority for the year 2003 and subsequent years not yet due, ascertainable or payable.
2. All interest in and to all oil, gas, coal, metallic ores or other minerals heretofore reserved or conveyed of record, together with all rights, privileges and estates relating thereto.
3. 13' landscape, drainage and utility easements and temporary drainage easements as shown on the plat recorded in Volume 97189, Page 1039, Map Records of Dallas County, Texas, as shown on survey. (Affects Tract I)
4. 5' utility easement and temporary 20' x 20' drainage easement as shown on the plat recorded in Volume 99140, Page 96, Map Records of Dallas County, Texas, as shown on survey. (Affects Tract I)
5. Terms, provisions, conditions, and easements contained in instrument filed 04/30/1997, recorded in Volume 97084, Page 2866, Deed Records of Dallas County, Texas. (Affects Tract I and II)
6. Terms, provisions, conditions, and obligations contained in instrument filed 04/30/1997, recorded in Volume 97084, Page 2895, Deed Records of Dallas County, Texas. (Affects Tract I and II)

2002 240 03537

8690 042207

FILED

2007 DEC 11 PM 12:51

EMIL BULLOCK  
COUNTY CLERK  
DALLAS COUNTY

The grantor herein which certifies the date, month, year of the  
execution of this instrument as being at date or date is hereby and  
acknowledges under Federal Tax,  
STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify this instrument was filed on the date and hour  
shown herein for me and will duly protect in the interest and  
best of the several interests of Dallas County, Texas as required  
under the law.

DEC 11 2007



*Emil Bullock*  
COUNTY CLERK, Dallas County, Texas

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

# LETTER OF TRANSMITTAL

(214) 871-3311

TO CITY OF ADDISON - ENGINEERING  
16801 WESTGROVE, RD.

DATE	3-26-03	JOB NO.	01-3220-01
ATTENTION	STEVE CHUTCHIAN		
RE:	SPECTRUM DRIVE SUPPLEMENTAL SUBMITTAL		

WE ARE SENDING YOU  Attached  Under separate cover via Hand Del. the following items:

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

COPIES	DATE	NO.	DESCRIPTION
2		1	RAILROAD CROSSING PLAN
2		1	RAILROAD CROSSING DETAILS
2		1	RETAINING WALL PLAN
2		2	RETAINING WALL DETAILS
2		3	TRAFFIC SIGNALIZATION PLAN
2		5	TRAFFIC SIGNALIZATION DETAILS

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 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COPY TO ENG. FILE

SIGNED: SERGIO GARZA / DAVID MEYERS



Do you want to know more?

{left of headline}

## Form Liners

Additional info:

Symons concrete forming systems and related products

by system name:

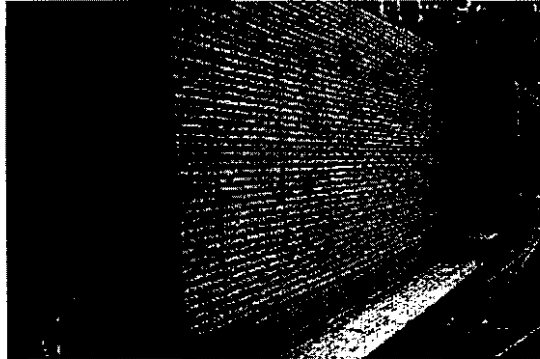
by application

[Find Symons locations and contacts](#)

[E-mail Symons info@symons.com](mailto:info@symons.com)

[Request Publications](#)

select one:



**Enhance concrete appearance with form liner patterns and textures.**

Symons provides the widest selection of form liners in the industry. Wood grain, stone, brick, and a wide variety of ribbed

and other textures makes Symons Form Liners the best choice. Choose from more than 25 standard patterns or ask us to create a custom liner just for you.

Symons gives you the choice of four different materials to create an architectural concrete finish.

### **SPS Plastic™**

A polystyrene form liner that provides contractors with an inexpensive alternative for single-use applications.

### **ABS Plastic**

An ABS form liner that provides durability and performance suitable for projects requiring 5 to 10 use material.

### **Dura-Tex™**

A medium-range, 40 use, elastomeric material that can be stripped from complex form liner designs without damage.

### **Elasto-Tex™**

A pure urethane form liner that provides an exceptional cost advantage for projects that require 100 uses or more.



More information about the Form Liners is available in the [Online Brochure](#).



If you would like a printed brochure mailed to you, please go to the [Literature Request form](#).



[Site map](#)

**©SYMONS CORPORATION**  
200 East Touhy Avenue  
Des Plaines, Illinois 60018  
USA  
Phone: 847-298-3200  
Fax: 847-635-9287  
[www.symons.com](http://www.symons.com)  
[info@symons.com](mailto:info@symons.com)

 **Find Symons  
locations and  
contacts**

# Specifications



## Concrete Wall System Specifications

This is a closed (proprietary) specification. For public or other projects where needed, the way to convert this to a non-proprietary specification is to provide so in Division 1, Substitutions - 01630. Typical wording: "Whenever a product is specified by using a proprietary name or the establishing type, function, dimension, appearance, and quality desired. Other manufacturer's products will be accepted provided sufficient information is submitted to allow the Architect/Engineer to determine that products proposed are equivalent to those named." A similar paragraph would have to be included in Instructions to Bidders.

In addition, if the project requires a non-proprietary specification, extreme caution should be taken by the design and engineering team to insure that the pattern, texture, relief and color of the construction mock-up meet the design intent of the project. **In order to protect the design intent of the project we strongly recommend that all contractors, at the time of submitting their bid, be required to disclose their source of simulated stone masonry manufacturer and final coloration contractor.**

### SECTION SIMULATED STONE MASONRY

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

A. Construction of textured and colored formed concrete surfaces using simulated stone masonry molds and color stain system designed to duplicate closely the appearance of natural stone.

##### 1.02 RELATED SECTIONS

A. Section 03300 - Cast-in-place Concrete: Cast-in-place concrete, concrete reinforcements, accessories, curing and form work. Quality standards specified in Section 03300 shall apply to concrete used for this Section.

1.03 REFERENCES - ADD COMPLETE TITLE, NUMBER, ISSUING ORGANIZATION, AND DATE OF ISSUE HERE, AND PUT IN ABBREVIATED FORM IN 2.02 E.

##### 1.04 DESIGN REQUIREMENTS

A. Design and pattern of the concrete surface shall follow the manufacturer's standard drawing. If an actual stone surface or stone wall to be matched is available, the completed colored and formed concrete surface shall match the natural material as closely as possible. Patterning of simulated stone masonry shall appear natural and non-repeating. Seam lines or match lines caused from two or more molds coming together will not be apparent when viewing final wall. Final coloration of cast stone concrete surface shall accurately simulate the appearance of real stone including the

multiple colors, shades, flecking, and veining that is apparent in real stone. It shall also demonstrate the colors that may be apparent from aging, such as staining from oxidation, rusting and/or organic staining from soil and /or vegetation. Note that in part 1, SUBMITTAL and part 3, EXECUTION, a sample and mockup are required. Upon approval by Architect/Engineer and Owner, mockup shall serve as quality standard for the project.

#### 1.05 SUBMITTAL

A. Sample Panel: Within 30 days of receiving the general contract General Contractor is required to submit a 24" x 24" sample of the simulated stone masonry finish. Sample is to demonstrate the finish described in section 1.04, DESIGN REQUIREMENTS. Approval of sample panel is required by Architect/ Engineer and Owner.

B. Shop Drawings: Plan, elevation and details to show overall pattern, joint locations, form tie locations, and end, edge and other special conditions.

C. Samples: Form ties, sample and description, showing method of separation when forms are removed.

#### 1.06 QUALITY ASSURANCE

A. Manufacturer of simulated stone masonry molds and custom coloring system: Five years experience making stone masonry molds and color stains to create formed concrete surfaces to match natural stone shapes, surface textures and colors.

B. Pre-Installation Meeting: Schedule conference with manufacturer representative to assure understanding of simulated stone masonry molds use, color application, requirements for construction of mockup, and to coordinate the work.

#### 1.07 PROJECT CONDITIONS

A. Environmental requirements: Apply color stain when ambient temperatures is between 50 and 100 degrees F. Consult manufacturer if conditions differ from this requirement.

#### 1.08 SEQUENCING

A. Schedule color stain application with earthwork and back-filling of any wall areas making sure that all simulated stone texture is colored to the minimum distance below grade . Delay adjacent plantings until color application is completed. Coordinate work to permit coloring applications without interference from other trades.

### PART 2 PRODUCTS

#### 2.01 MANUFACTURERS

A. The specified system is based on the Custom Rock® Concrete Wall System, Custom Rock International, St. Paul, Minnesota 55116, phone (612)-699-1345, or equal as approved by the Department.

## 2.02 MATERIALS

A. Simulated masonry molds: Reusable, made of high-strength urethane, easily attachable to forms. Molds shall not compress more than 1/4 in. when concrete is poured at rate of 10 vertical feet per hour. Molds shall be removable without causing deterioration of surface or underlying concrete. The wall mold pattern shall be #\_\_\_\_\_ by Custom Rock International, St. Paul, MN (800) 637-2447 (NOTE TO SPECIFIER: specify stone pattern number and any special pattern requirements.)

B. Release Agent: Compatible with simulated stone masonry molds and with color stain system to be applied to surface. Consult manufacturer.

C. Form ties: Shall be made of either metal or fiberglass. Using metal ties which result in a portion of the tie permanently embedded in the concrete shall be designed to separate at least one inch back from finished surface, leaving only a neat hole that can be plugged with patching material. Contractor shall submit the type of form ties to the engineer, project designer or Owner for approval prior to use in this work,

D. Mortar Joints: Joints shall be colored to simulate real mortar.

E. Color stain: Special penetrating stain mix as provided by manufacturer, shall achieve color variations present in the natural stone being simulated for this project, as required by Architect/Engineer and Owner as referenced in section 1.04 DESIGN REQUIREMENTS. Stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight or weathering. Stain mix shall be a water borne, low V.O.C. material, less than 289 grams/liter, and shall meet requirements for weathering resistance of 2000 hours accelerated exposure measured by weather-o-meter in accordance with ASTM g-23. Scrub test 1000 revolutions. Abrasive resistance (Tabor-CF-10) 500 cycles. Adhesion ASTM D-3359 1.00MM cross cuts on glass pass 3 or higher on a scale of 1 to 5. Supply information pertaining to chemical resistance ASTM D-1308 to 87.

## PART 3 EXECUTION

### 3.01 ACCEPTABLE INSTALLERS

A. Formed concrete construction: five years experience pouring vertically formed architectural concrete. Installer shall be trained in manufacturer's special techniques in order to achieve realistic surfaces.

B. Color stain system application: Manufacturer or manufacturer's authorized representative.

### 3.02 CONSTRUCTION

A. Mockup: Build on site sixty days before work starts, using same materials, methods and work force that will be used for the project. Architect/Engineer and Owner will determine specific requirements and location, and whether mockup shall be incorporated into the project.

1. Size: 50 sq. ft., or larger if needed to adequately illustrate

the pattern and texture selected.

2. Include an area to demonstrate wall mold butt joint and if appropriate, continuation of pattern through expansion joint.

3. If design includes stone texture across top of wall, include in mockup.

4. After concrete work on mockup is completed and cured for a minimum of 28 days, and after surface is determined to be acceptable for coloring, apply color stain system.

5. After coloring is determined to be acceptable by the Architect/Engineer and Owner, construction of project may proceed, using mockup as quality standard.

### 3.03 SPECIAL TECHNIQUES - FORMING TEXTURED CONCRETE

A. Simulated Stone Masonry Molds preparation: Clean and make free of buildup prior to each pour. Inspect for blemishes or tears. Repair if needed following manufacturer's recommendations.

B. Simulated Stone Masonry Molds attachments: Place stone molds with less than 1/4 inch separation between them. Attach molds to form securely following manufacturer's recommendations.

C. Form release agent: Apply following manufacturers' recommendations.

D. Form stripping and related construction shall avoid creating defects in finished surface.

E. Where stone texture is to continue across top of wall, a finish to achieve a continuity of the formed pattern must be done by hand when concrete is being poured. Hand carve and emboss the wet, pliable concrete, aligning rustication joints with those in the formed pattern. Great care must be taken to achieve intended relief and texture as per Architect/Engineer/Owners direction.

F. If the pattern selected has molds connecting through the middle of the stones, carefully remove the seem line created by abutting molds. Match the texture and shape of the surrounding stone, avoiding visible seams or mold marks.

G. Place form ties at thinnest points of molds (high points of finished wall). Neatly patch the hole remaining after disengaging the protruding portion of the tie so that it will not be visible after coloring the concrete surface.

H. Where an expansion joint must occur at a point other than at mortar or rustication joints, such as at the face of concrete texture which is to have the appearance of stone, consult manufacturer for proper treatment of expansion material.

### 3.04 SPECIAL TECHNIQUES - APPLYING COLOR STAIN SYSTEM.

A. All Simulated Stone surfaces that are to be stained and any patching

that has been done in these areas shall be at least 30 days old.

B. Clean surface prior to application of stain materials to assure that surface is free of latency, dirt, dust, grease, efflorescence, paint, or other foreign material, following manufacturer's instructions for surface preparation. Do not sandblast. Preferred method to remove latency is pressure washing with water, minimum 3000 psi (a rate of three to four gallons per minute), using fan nozzle perpendicular to and at a distance of one or two feet from surface. Completed surface shall be free of blemishes, discoloration, surface voids and unnatural form marks.

### 3.05 PROTECTION

A. Where exposed soil or pavement is adjacent which may spatter dirt or soil from rainfall, or where surface may be subject to over spray from other processes, provide temporary cover of completed work.

### END OF SECTION

---

PRODUCT PROFILE

*Quality, Construction, Commitment, Selection*

Copyright 1998-2002, Custom Rock International  
1156 Homer Street ~ St. Paul, MN 55116 ~ info@custom-rock.com  
Phone: 651.699.1345 Toll Free: 800.637.2447 Fax: 651.699.1830

[Return to Architectural Form Menu](#)

[Return to Ribbed Design Menu](#)

## Elastomeric Architectural Concrete Form Liners

**\*Note: Vac-formed installation available. Contact a Greenstreak representative.**

### Job Site Guide and Specification Data

Greenstreak Elastomeric Form Liners are ideal for texturing cast-in-place or precast architectural concrete. Panels of the elastomeric liner attach to the form work or casting bed prior to placing the concrete.

Following placement and normal curing time (usually 24 hours or less), the form work and liner are stripped, leaving a textured concrete surface.

- Nominal 4 ft. x 10 ft panels, widths to 8 ft., lengths to 30 ft. available
- All GREENSTREAK vacuum formed form liner patterns (45 plus) are available as elastomeric liners.
- SUPER-CAST® and ULTRA-CAST® elastomeric liners are inter-changeable with GREENSTREAK's UNI-CAST®, MULTI-CAST® and DURA-CAST® vacuum formed form liners on the same job (See separate publication for information on vacuum formed form liners). Allowances need to be made for thickness differences between liner types.
- Custom liners also available
- Available as 40 use SUPER-CAST® or 100 use ULTRA-CAST®
  1. ULTRA-CAST® liners are composed of 100% polyurethane material with excellent tear resistant and release properties.
  2. SUPER-CAST® liners are available for less demanding applications
- Available with or without plywood backing. Factory bonding of 3/4" Plyform plywood promotes easy installation onto the form work at the job site and is highly recommended. Job site bonding of the unbacked liner can be accomplished with GREENSTREAK's 7300 Epoxy.
- Edges of plywood backed liners are encapsulated in urethane to protect the edge and to create an effective seal to prevent grout leakage.

### Typical Applications Include:

- Residential and commercial buildings
- Water / waste water treatment plants
- Prisons
- Schools
- Airports

- Parking garages
- Exposed foundations
- Bridges
- Retaining walls
- Sound walls
- Planters
- Corporate signs

### **Custom Form Liner Designs**

GREENSTREAK manufactures custom form liners to supplement a wide selection of standard patterns and textures.

- Specify a unique pattern or texture that best suits the structure.
  - Custom patterns enables architects to closely match existing structures. Typical applications include precast additions to existing brick or stone buildings.
  - All new tooling has a standard lead time of six weeks. Tooling costs can have wide variances depending on the complexity of the pattern. Contact GREENSTREAK for more information.
  - Custom rustication strips are also available to add accents and detail to the overall design.
- 

## **INSTALLATION GUIDELINES**

### **GENERAL**

- Greenstreak requires a full scale pre-construction mock-up to test specific concrete mix, slump, placement rate, form pressures, joint sealing, vibrating and stripping practices. The mock-up must duplicate the materials, methods, workmanship, placement rates and form pressures that will actually be used on the job. Failure to complete the pre-construction mockup will void all warranties.
- GREENSTREAK elastomeric form liners should be protected from long term exposure to direct sunlight.

### **TRIMMING**

- Form liners will need to be custom trimmed to fit the form work on many jobs.
- A circular handsaw with a 40 tooth carbide tipped blade is recommended for trimming liner backed with plywood. A sharp knife can often be used to trim unbacked liner.
- Where slight touchup is required, a small hand grinder with a coarse wheel can be used to remove material.



- When butting a liner against a chamfer or reveal strip, miter the edge of the liner the same angle for a proper fit.

## **MOUNTING**

- Keep vertical joints plumb and on the same line. Horizontal joints should be kept level and in line at the same elevation.
- Rustication or reveal strips are recommended at liner joints that do not blend with the pattern. A properly sized rustication will compliment the pattern and can enhance the overall appearance of the structure.
- Hex head self-drilling, self tapping screws should be used to fasten plywood backed liner from the back of the form work. Care should be taken in selecting the proper length screw so that the screw does not extend through the liner.
- When necessary, the liner may be attached through the form liner face. Screws should be driven in through the urethane material and seated against the plywood backing. The small hole left by the fastener head should be sealed with a neutral cure silicone sealant.
- Fasteners should be placed on 12" to 24" centers that are evenly distributed over the sheet. When attaching the liner through the liner face, place fastener through the valley of the form liner. Patterns with more relief and texture require more fasteners.
- Unbacked liners may be adhered to steel or plywood forms with GREENSTREAK 7300 Epoxy. Both form and form liner must be thoroughly cleaned with acetone or denatured alcohol prior to installation. Roughening the surface with a 40 grit grinding pad will aid the adhesive. Trowel a thin uniform coat of 7300 onto the form. Place unbacked liner onto form starting at one end and rolling the liner into position. When liner is properly positioned, install clamps and let cure for 24 hours before erecting forms.

## **SEALING**

- Although elastomeric form liners form a natural seal at their edges, all form liner joints and tie holes should be sealed to prevent localized water loss and subsequent discoloration of the concrete. Grout leakage will make stripping difficult and may damage the liner.
- Neutral cure silicone sealant is recommended for cast in place jobs. Once cured, it is flexible, has good adhesion and won't discolor or stick to the concrete.

Continued . . .

[Return to Architectural Form Menu](#)

[Return to Ribbed Design Menu](#)

[Return to Job Site Guide Part One](#)

## **Elastomeric Architectural Concrete Form Liners**

### **Job Site Guide and Specification Data: Continued**

#### **FORM BOLTS, TIES AND BAR SUPPORTS**

- Tie spacing should be a multiple of the form liner pattern repeat.
- Tight fitting holes may be drilled or cut with a hole saw.
- Reinforced fiberglass rod ties work well with architectural form liners. After stripping, the rods are snapped off and ground flush with the concrete. Patching and filling of holes is eliminated.
- Ties located in the "valley " of the concrete may be less obvious. Patching tie holes located in the "peak" of the concrete is easier.
- Supports and spacers should be plastic or plastic tipped to minimize rust stains on the finished concrete.

#### **CONCRETE MIX DESIGN**

- For uniformity of color and texture, use one concrete supplier, making sure that all ingredients come from the same sources.
- Recommended slump is 4 to 6 inches. The higher slump allows easier filling of pattern details.
- Avoid overly sandy or high air entrained mixes as they tend to be "sticky" and can promote bugholes.
- For ribbed textures the aggregate should be smaller than the width of the rib. Oversize aggregate can cause honeycombing and chipping on the ribs.
- Use an elephant trunk or tremie for placing concrete to minimize aggregate separation.
- The proper use of a plasticizer in the mix will minimize air voids. The placement rate may have to be reduced to keep form pressures at an acceptable level.
- High pour rates may cause more air voids.
- Keep concrete lifts less than 24 inches. Thoroughly vibrate concrete to achieve good consolidation, eliminate lift lines and to minimize air voids. External vibrators can loosen the liner from the formwork; internal vibrators are normally

used. Under and over vibration may also cause defects in the surface of the concrete.

## **RELEASE AGENTS AND BOND BREAKERS**

- Use only a GREENSTREAK approved release agent to ensure a clean release from the concrete without any ill-effect on the liner material. GREENSTREAK 7000 RELEASE AGENT is available for this purpose. Some release agents may cause swelling of the liner material with subsequent release problems.
- Apply release agent at recommended rates. Over application may produce surface voids.
- Reapply release agent before each use.

## **STRIPPING AND CLEAN-UP**

- The force required in stripping forms with architectural liners is greater than smooth form work.
- When applying the extra force needed, care should be taken so that the textured surface is not damaged
- Form work should be broken back after a minimum of 12 hours and stripped preferably within 24 hours of concrete placement. Extending the time from placement to stripping can increase the force required.
- Begin stripping at the top of the formwork. Separate the form from the concrete slightly. Hold in this position for several minutes to allow the induced stress in the form to diminish. Continue to separate the form work from the concrete in stages until final separation.
- GREENSTREAK elastomeric form liners are easily cleaned with household detergent and a stiff brush.

## **FINAL FINISHING**

- Rubbing: Seams and forming defects may be removed with a stone while the concrete is green.
- Sandblasting: Many jobs call for sandblasting to roughen the surface and bring out the color of aggregate. Sandblasting may also hide seams and forming defects but will not hide discoloration caused by grout leakage.
- Patching: When patching tie holes or more serious forming defects, a close color match is critical. Use the same materials used in the original mix and perform several trial runs before beginning work on the structure. If in doubt, hire a consultant. Bad patches look worse than the original problem.

## **AVAILABILITY AND COST**

- **Availability:** GREENSTREAK form liners are distributed worldwide through an extensive network of concrete forming and accessory dealers. Contact GREENSTREAK for the name of a dealer in the area.
- **Lead Time:** Lead times will vary with order quantity, pattern and production backlog. Smaller orders for popular patterns can usually ship in one to two weeks. Allow a minimum of four weeks for larger orders and six weeks for custom patterns.
- **Cost:** Contractor cost will vary with order quantity, pattern and choice of SUPER-CAST or ULTRA-CAST form liners.

## TECHNICAL SERVICES

- GREENSTREAK DISTRIBUTORS have the knowledge and ability to answer most questions. GREENSTREAK engineers are also available for consultation during design, specification and product installation.
- Additional information, product brochures, 3 part CSI formatted specification, and technical notes, is available upon request.
- The following ACI Committee reports are recommended:
  - ACI 117; "Standard Tolerances for Concrete Construction and Materials"
  - ACI 301 CH.13; "Specifications for Structural Concrete"
  - ACI 303R; "Cast-in-Place Architectural Concrete"
  - ACI 309 CH.7; "Consolidation of Concrete"
  - ACI 347 CH.5.2; "Concrete Formwork"

## MATERIAL PROPERTIES:(Typical)

	Super-Cast®	Ultra-Cast®
Tensile Strength (PSI)	705	850
Shore A Hardness	55-60	60+/-5
Elongation (%)	410	200
Tear Resistance (lb/in)	127	150

## WARRANTY

GREENSTREAK warrants its products will be free from defects and will perform as stated in this literature, provided the application and construction practices used are per our recommendations and Job Site Guide instructions and provided the actual job construction duplicates mock-up materials, methods workmanship, placement rates, form pressures, joint sealing and stripping practices. If our product does not meet the published product specifications and our customer gives notice to us before installing

the product, we will replace the product without charge or refund the purchase price. Product replacement or refund are the buyer's sole remedy for breach of warranty or negligence and we will not be liable for any indirect, consequential, special or resultant damages. To the best of our knowledge, the information contained herein is accurate and reflects average test values. Final suitability of any information or material is the sole responsibility of the user.

## Steve Chutchian

---

**To:** Randy Moravec  
**Subject:** FW: DART Spectrum Crossing

Randy - As a follow-up to my message from last week, could you give me the current balance, for inclusion in Mike's correspondence to DART. Thanks.

Steve C.

-----Original Message-----

**From:** Jim Pierce  
**Sent:** Wednesday, March 19, 2003 8:26 AM  
**To:** Steve Chutchian  
**Cc:** Michael Murphy  
**Subject:** RE: DART Spectrum Crossing

Steve: Some money has been spent from the grant. Find out the amount left and prepare a letter for Mike's signature. Jim.

-----Original Message-----

**From:** Steve Chutchian  
**Sent:** Thursday, February 20, 2003 8:26 AM  
**To:** Jim Pierce  
**Subject:** FW: DART Spectrum Crossing

Jim - we probably need to talk about this. Thanks.

Steve C.

-----Original Message-----

**From:** Randy Moravec  
**Sent:** Wednesday, February 19, 2003 4:28 PM  
**To:** Steve Chutchian  
**Cc:** Michael Murphy  
**Subject:** DART Spectrum Crossing

Steve,

I received the copy you sent me of the agreement with DART when we acquired crossing rights over the Cotton Belt railroad line for Spectrum Drive. I do not believe the agreement precludes us from spending the funds for the Spectrum crossing. I would suggest we make a formal request of DART staff to use the money for this purpose.

THANKS!!

Randy

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE 09/04/2003
<b>PRODUCER</b> Farm N' Home Casualty P. O. Box 387 Bonham TX 75418	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.	
<b>INSURERS AFFORDING COVERAGE</b>		
<b>INSURED</b> Fast Forward Metal Construction & Demolition P O Box 631 Bonham TX 75418	INSURER A: _____ INSURER B: Allstate INSURER C: _____ INSURER D: _____ INSURER E: Texas Mutual Insurance Company	

**COVERAGES**  
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	049913870	12/03/2002	12/03/2003	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100,000	
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000	
					PERSONAL & ADV INJURY \$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO. SECT. <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE \$ 2,000,000 PRODUCTS, COMP/OP AGG \$ 2,000,000	
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO						AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B	EXCESS LIABILITY	049914440	04/15/2002	04/15/2003	EACH OCCURRENCE \$ 2,000,000	
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
					DEDUCTIBLE \$ RETENTION \$	
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001129129	03/21/2003	03/21/2004	<input checked="" type="checkbox"/> WC STAT. TORY LIMITS <input type="checkbox"/> OTH. ER	
					E.L. EACH ACCIDENT \$ 500,000	
					E.L. DISEASE - EA EMPLOYEE \$ 500,000	
					E.L. DISEASE - POLICY LIMIT \$ 500,000	
OTHER						

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Fax# 972-450-2837  
 Certificate holder is listed as additional insured

<b>CERTIFICATE HOLDER</b> <input checked="" type="checkbox"/> <b>ADDITIONAL INSURED: INSURER LETTER:</b> B	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
Town of Addison Attn: Luke Inlben PO Box 9010 Addison TX 75001	

25th  
Anniversary  
1978-2003

# COWLES & THOMPSON

A Professional Corporation

ATTORNEYS AND COUNSELORS



ANGELA K. WASHINGTON  
214.672.2144  
AWASHINGTON@COWLESTHOMPSON.COM

April 22, 2003

Mr. Steve Chutchian  
Assistant City Engineer  
Town of Addison - Service Center  
16801 Westgrove Drive  
Addison, TX 75001

*VIA HAND DELIVERY*

Ms. Carmen Moran  
City Secretary  
Town of Addison  
5300 Belt Line Road  
Dallas, TX 75254

*VIA HAND DELIVERY*

**RE: Spectrum Drive Right-of-Way Project**

Dear Steve and Carmen:

Enclosed with attached exhibits are the documents for Parcels 2, 2A, 2B, 3 and 3A of the above-referenced project. If there are any questions or if you need anything further, please give me a call at 214.672.2144.

Sincerely,

Angela K. Washington

AKW/yjr  
Enclosures

c(w/o Enclosures): Mr. Mike Murphy  
Mr. Ken C. Dippel

PARCEL 2  
TO BE  
REFUSED!



**After Recording Return To:**  
**Angela K. Washington**  
**Cowles & Thompson**  
**901 Main Street, Suite 4000**  
**Dallas, Texas 75202**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**RIGHT-OF-WAY DEED**

**DATE:** \_\_\_\_\_, 2003

**GRANTOR:** TexOK Properties, L.P.  
2005 Faireloud Drive  
Edmond, OK 73034

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a limited partnership organized and existing under the laws of the State of Oklahoma, for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

\_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF DALLAS**   §

**Before Me**, the undersigned notary public in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_, the general partner of TexOK Properties, L.P., and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_

My Commission Expires:

**EXHIBIT A**

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 2**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract II as described in instrument to TEXOK Properties, L.P., as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut set in brick pavers at the intersection of the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 00015 of the Deed Records of Dallas County, Texas with the west right-of-way line of Spectrum Drive (69 foot right-of-way) as established by said plat of Addison Circle Phase II;

THENCE North 00 degrees 55 minutes 13 seconds East along the west right-of-way line of said Spectrum Drive as per said plat of said Addison Circle Phase II, and as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas a distance of 65.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for the POINT OF BEGINNING, said point being the northwest corner of said Spectrum Drive;

THENCE North 00 degrees 55 minutes 13 seconds East, a distance of 367.83 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West a distance of 28.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 61.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 89 degrees 04 minutes 47 seconds East a distance of 28.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 230.14 feet to a 5/8 inch iron rod set Huitt-Zollars yellow plastic cap for a corner;

THENCE North 89 degrees 05 minutes 45 seconds West a distance of 28.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 00 degrees 54 minutes 15 seconds East a distance of 61.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner on the northerly line of said TEXOK Properties, L. P. Tract;

**EXHIBIT A**

THENCE South 89 degrees 05 minutes 45 seconds East along the north line of said TEXOK Properties, L. P. Tract, a distance of 62.52 feet to the northeast corner of said TEXOK Properties, L. P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 00 degrees 55 minutes 13 seconds West along the easterly line of said TEXOK Properties, L. P. Tract, a distance of 719.98 feet to a 5/8 inch iron set with Huitt-Zollars yellow plastic cap on the northerly right-of-way line of said Spectrum Drive;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said Spectrum Drive a distance of 34.50 feet to the POINT OF BEGINNING and containing 0.6487 of an acre of land, more or less.

QUORUM EAST ADDITION

VOL.98001 PG.00033

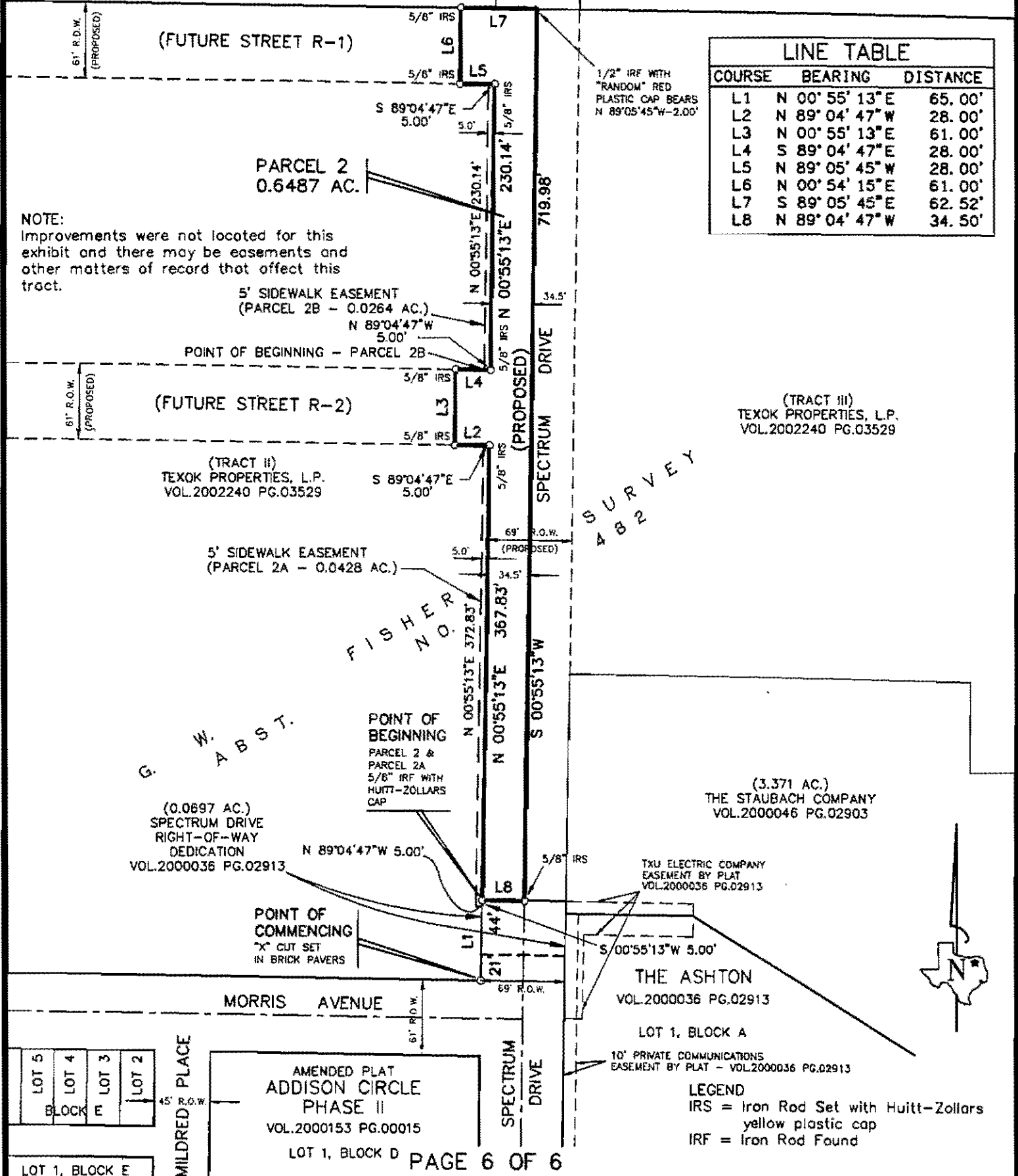
POST SERVICES, INC.  
VOL.98060 PG.03404

EXHIBIT B

TOWN OF ADDISON  
VOL.99002 PG.00016

15851 DALLAS NORTH PARKWAY ADDITION

VOL.85021 PG.1686



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 3.15.03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 2  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.6487 AC. REV. DATE: 3/14/2003

**After Recording Return To:**  
**Angela K. Washington**  
**Cowles & Thompson, P.C.**  
**901 Main Street, Suite 4000**  
**Dallas, Texas 75202**

**TOWN OF ADDISON**  
**SIDEWALK EASEMENT**

**STATE OF TEXAS**                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF DALLAS**           §

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as **Grantee** determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

To have and to hold the same, together with all and singular the rights and hereditaments thereunto in anyway belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
General Partner of TexOK Properties, L.P.  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_, the general partner of TexOK Properties, L.P., and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract II as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northwest corner of a 0.0697 of an acre tract of land for the right-of-dedication of Spectrum Drive as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West departing the said westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 372.83 feet to a point for a corner;

THENCE South 89 degrees 04 minutes 47 seconds East a distance of 5.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 367.83 feet to the POINT OF BEGINNING and containing 0.0428 of an acre of land, more or less.

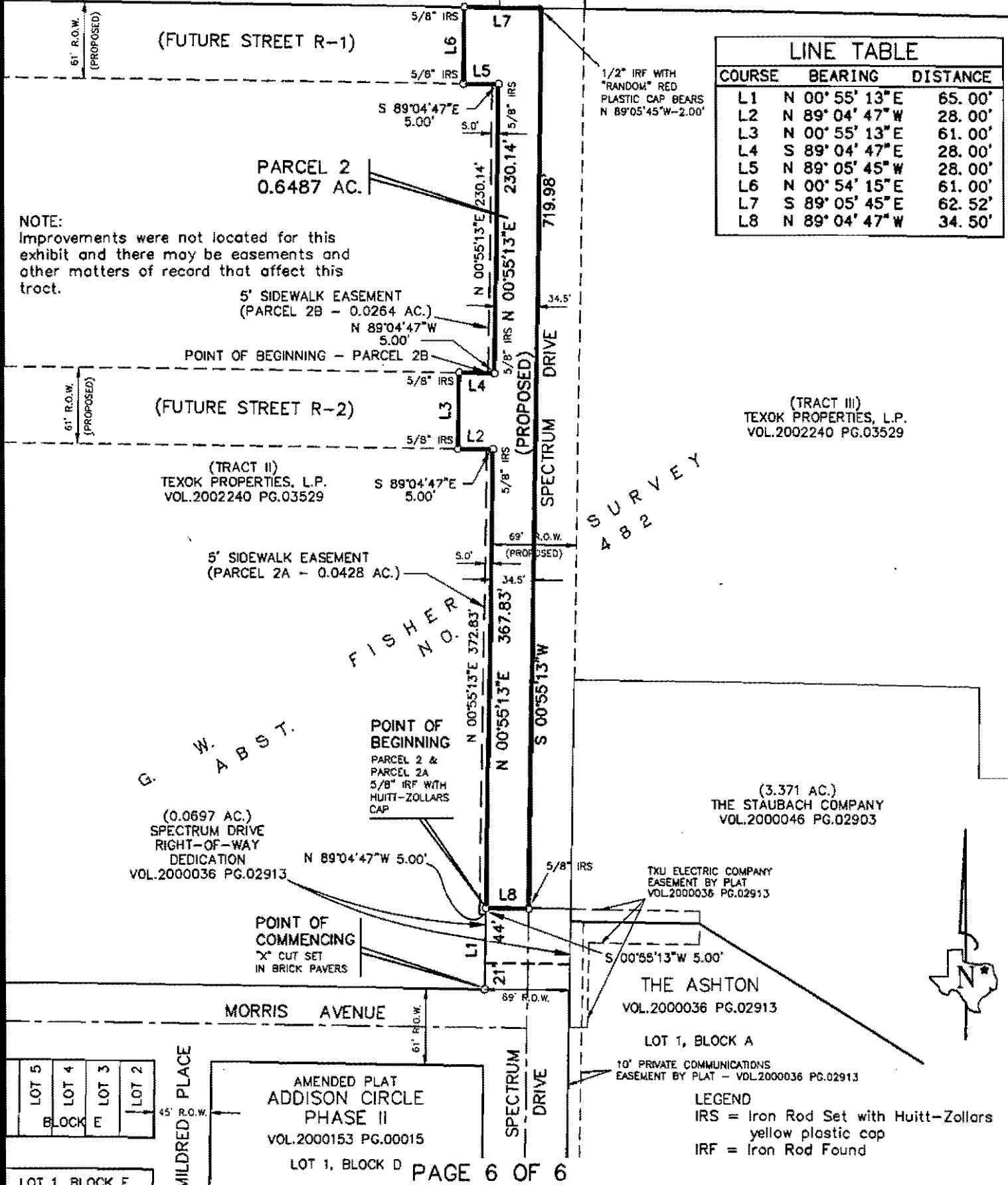


QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

**EXHIBIT B**

TOWN OF ADDISON  
VOL.99002 PG.00016

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686



LINE TABLE			
COURSE	BEARING	DISTANCE	
L1	N 00° 55' 13" E	65.00'	
L2	N 89° 04' 47" W	28.00'	
L3	N 00° 55' 13" E	61.00'	
L4	S 89° 04' 47" E	28.00'	
L5	N 89° 05' 45" W	28.00'	
L6	N 00° 54' 15" E	61.00'	
L7	S 89° 05' 45" E	62.52'	
L8	N 89° 04' 47" W	34.50'	

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that affect this tract.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

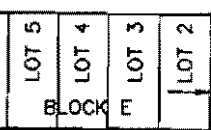
(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

THE ASHTON  
VOL.2000036 PG.02913

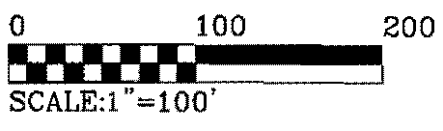
AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LEGEND  
IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 3.15.03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS**

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
**EXHIBIT PARCEL NO. 2**  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.6487 AC. REV. DATE: 3/14/2003

**After Recording Return To:**  
**Angela K. Washington**  
**Cowles & Thompson, P.C.**  
**901 Main Street, Suite 4000**  
**Dallas, Texas 75202**

**TOWN OF ADDISON**  
**SIDEWALK EASEMENT**

**STATE OF TEXAS** §  
**COUNTY OF DALLAS** § **KNOW ALL MEN BY THESE PRESENTS:**  
§

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as Grantee determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

To have and to hold the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_, the general partner of TexOK Properties, L.P., and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]

**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2B**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract II as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut set in brick pavers at the intersection of the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 00015 of the Deed Records of Dallas County, Texas with the west right-of-way line of Spectrum Drive (69 foot right-of-way) as established by said plat of Addison Circle Phase II;

THENCE North 00 degrees 55 minutes 13 seconds East along the west right-of-way line of said Spectrum Drive as per said plat of said Addison Circle Phase II, and as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas a distance of 65.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for the northwest corner of said Spectrum Drive;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 367.83 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap;

THENCE North 89 degrees 04 minutes 47 seconds West a distance of 28.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 61.00 feet to a 5/8 inch iron set with Huitt-Zollars yellow plastic cap;

THENCE South 89 degrees 04 minutes 47 seconds East a distance of 23.00 feet to the POINT OF BEGINNING of this tract from which a 5/8 inch iron rod with Huitt-Zollars yellow plastic cap bears South 89 degrees 04 minutes 47 seconds East at a distance of 5.00 feet;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 230.14 feet to a point for a corner;

THENCE South 89 degrees 04 minutes 47 seconds East a distance of 5.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

**EXHIBIT A**

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 230.14 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West a distance of 5.00 feet to the POINT OF BEGINNING and containing 0.0264 of an acre of land, more or less.

QUORUM EAST ADDITION

VOL.98001 PG.00033

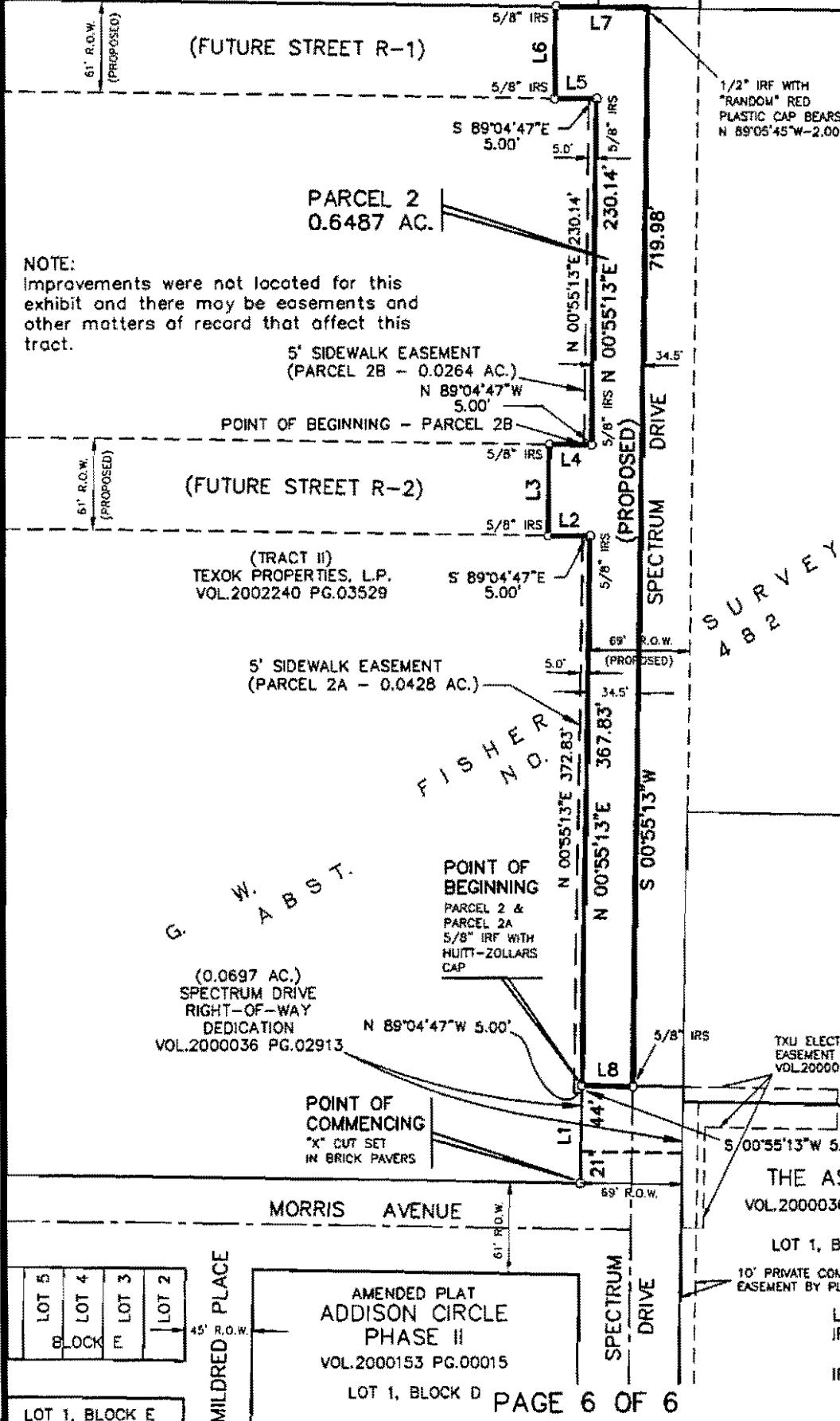
POST SERVICES, INC.  
VOL.98060 PG.03404

**EXHIBIT B**

TOWN OF ADDISON  
VOL.99002 PG.00016

15851 DALLAS NORTH PARKWAY ADDITION

VOL.85021 PG.1686



**LINE TABLE**

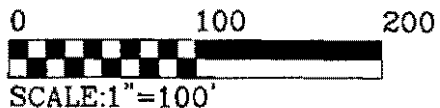
COURSE	BEARING	DISTANCE
L1	N 00° 55' 13" E	65.00'
L2	N 89° 04' 47" W	28.00'
L3	N 00° 55' 13" E	61.00'
L4	S 89° 04' 47" E	28.00'
L5	N 89° 05' 45" W	28.00'
L6	N 00° 54' 15" E	61.00'
L7	S 89° 05' 45" E	62.52'
L8	N 89° 04' 47" W	34.50'

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

THE ASHTON  
VOL.2000036 PG.02913

**LEGEND**  
IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found



**BASIS OF BEARINGS:**  
The monuments found as called for on the amended plat of Addison Circle Phase II, on addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 3.15.03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS**

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
**EXHIBIT PARCEL NO. 2**  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.6487 AC. REV. DATE: 3/14/2003

**After Recording Return To:**  
**Angela K. Washington**  
**Cowles & Thompson, P.C.**  
**901 Main Street, Suite 4000**  
**Dallas, Texas 75202**

**TOWN OF ADDISON**  
**SIDEWALK EASEMENT**

**STATE OF TEXAS**                   §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF DALLAS**           §

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as **Grantee** determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

**To have and to hold** the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2003

\_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§

**BEFORE ME**, the undersigned notary public in and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_, the general partner of TexOK Properties, L.P., and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of Texas

MY COMMISSION EXPIRES:

\_\_\_\_\_

[ S E A L ]



**EXHIBIT A**

**SPECTRUM DRIVE  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 3A**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the east side of Spectrum Drive and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 3529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap at the northwest corner of a 3.371 acre tract of land to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 535.93 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap on the northerly line of said TEXOK Properties, L.P. Tract;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 5.00 feet to a point for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, a distance of 535.93 feet to a point for a corner on the northerly line of said 3.371 acre Staubach Company tract;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said 3.371 acre Staubach Company tract a distance of 5.00 feet to the POINT OF BEGINNING and containing 0.0615 of an acre of land, more or less.

QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

**EXHIBIT B**

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

TOWN OF ADDISON  
VOL.99002 PG.00016

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686

(FUTURE STREET R-1)

S 89°05'45"E 5.00'

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

34.5'  
5.0'

535.93'  
535.93'

69' R.O.W. (PROPOSED)

5' SIDEWALK EASEMENT (PARCEL 3A - 0.0615 AC.)

PARCEL 3  
0.5702 AC.

(FUTURE STREET R-2)

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(PROPOSED) 719.98'  
SPECTRUM DRIVE  
719.99'

SPECTRUM DRIVE  
N 00°55'13"E

S 00°55'13"W

SURVEY

FISHER N.O.

N 00°55'13"E

S 00°55'13"W

N 89°04'47"W 5.00'

POINT OF BEGINNING - PARCEL 3A

G. W. A B S T.

5/8" IRF WITH HUITT-ZOLLARS YELLOW PLASTIC CAP

34.5'

POINT OF BEGINNING  
5/8" IRS WITH HUITT-ZOLLARS CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

(0.0697 AC.)  
SPECTRUM DRIVE RIGHT-OF-WAY DEDICATION  
VOL.2000036 PG.02913

5/8" IRS

L2

TXU ELECTRIC COMPANY EASEMENT BY PLAT VOL.2000036 PG.02913

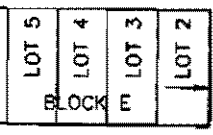
MORRIS AVENUE

69' R.O.W.

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS EASEMENT BY PLAT - VOL.2000036 PG.02913



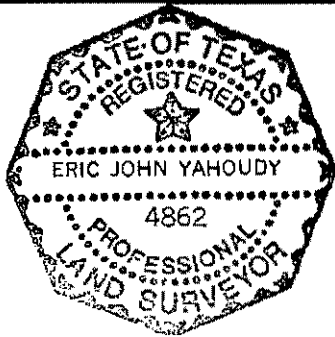
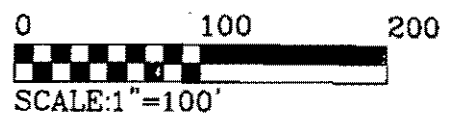
MILDRED PLACE

AMENDED PLAT ADDISON CIRCLE PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D PAGE 3 OF 3

LEGEND

IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. Yahoudy* 3-15-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003

BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Ph. (214) 871-1111 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 3/14/2003

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

After Recording Return To:  
Angela K. Washington  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**RIGHT-OF-WAY DEED**

**DATE:** \_\_\_\_\_, 2003

**GRANTOR:** TexOK Properties, L.P.  
2005 Faireloud Drive  
Edmond, OK 73034

**GRANTEE:** Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

(1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.

(2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a limited partnership organized and existing under the laws of the State of Oklahoma, for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-or-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

\_\_\_\_\_  
General Partner of TexOK Properties, L.P.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**STATE OF TEXAS**        §  
                                     §  
**COUNTY OF DALLAS**   §

**Before Me**, the undersigned notary public in and for said county and state, on this \_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared \_\_\_\_\_, \_\_\_\_\_ on behalf of \_\_\_\_\_, a \_\_\_\_\_, the general partner of TexOK Properties, L.P., and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

\_\_\_\_\_  
Notary Public, State of Texas  
Print Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 3**

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, and being a portion of Tract III as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northeast corner of a platted 0.0697 acre tract of land for right-of-way dedication of Spectrum Drive (69 foot right-of-way) as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said platted 0.0697 acre tract for Spectrum Drive a distance of 34.50 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for corner on the westerly line of said TEXOK Properties, L.P. Tract;

THENCE North 00 degrees 55 minutes 13 seconds East along the westerly line of said TEXOK Properties, L.P. Tract, a distance of 719.98 feet to the northwest corner of said TEXOK Properties, L.P. Tract, from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 89 degrees 05 minutes 45 seconds East along the northerly line of said TEXOK Properties, L.P. Tract, a distance of 34.50 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West departing the northerly line of said TEXOK Properties, L.P. Tract, passing at a distance of 535.93 feet a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for the northwest corner of a 3.371 acre tract of land described in instrument to The Staubach Company as recorded in Volume 2000046, Page 2903 of the Deed Records of Dallas County, Texas and continuing along the westerly line of said 3.371 acre Staubach Company tract in all a distance of 719.99 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

**EXHIBIT B**

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W - 2.00'

TOWN OF ADDISON  
VOL.99002 PG.00016

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686

(FUTURE STREET R-1)

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	S 89° 05' 45" E	34.50'
L2	N 89° 04' 47" W	34.50'

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that may affect this tract.

(FUTURE STREET R-2)

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

PARCEL 3  
0.5702 AC.

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

FISHER NO.

POINT OF BEGINNING - PARCEL 3A

G. W. ABST.

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

MORRIS AVENUE

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

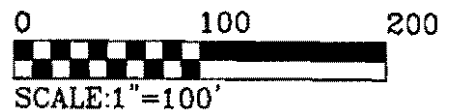
AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D

PAGE 3 OF 3

LEGEND

IRS = Iron Rod Set with Huitt-Zollars yellow plastic cap  
IRF = Iron Rod Found



BASIS OF BEARINGS:

The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



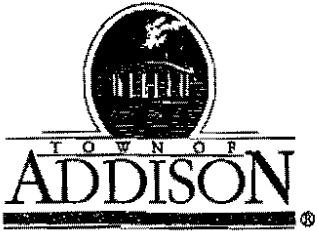
This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*E. Yahoudy* 3-15-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
15801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 3  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 3/14/2003



Post Office Box 9010

Addison, Texas 75001-9010

5300 Belt Line Road

(972) 450-7000  
FAX (972) 450-7043

June 6, 2003

Mr. Steve Hurst  
TexOK Properties  
2005 Faircloud Drive  
Edmond, OK 73034

Steve,  
We have recorded  
copies on file  
here.

Dear Mr. Hurst:

Please find enclosed a "time and date stamped" copy of the Sidewalk easement and Right-of-way deed for Spectrum Drive. These copies are for your records.

Thanks so much for your cooperation in getting this street built. We hope to be under construction soon.

Sincerely,

Carmen Moran  
Director of Development Services

ENCLOSURES: 1 right-of-way deed  
1 sidewalk easement

STATE OF TEXAS  
COUNTY OF DALLAS



After Recording Return To:  
Angela K. Washington  
Cowles & Thompson  
901 Main Street, Suite 4000  
Dallas, Texas 75202

**RIGHT-OF-WAY DEED**

DATE: May 21, 2003

GRANTOR: TexOK Properties, L.P.  
2005 Faircloud Drive  
Edmond, OK 73034

GRANTEE: Town of Addison, Texas  
5300 Belt Line Road  
Addison, TX 75001  
(Dallas County, Texas)

**CONSIDERATION:**

- (1) One Dollar (\$1.00) in hand paid by Grantee, the receipt and sufficiency of which is acknowledged by Grantor.
- (2) Benefits to be derived by Grantor and its remaining property as a result of the proposed public improvements.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

See Exhibit A (Field Note Description) and Exhibit B (Survey Depiction) both attached hereto and incorporated herein by reference.

**CONVEYANCE:**

Grantor, a limited partnership organized and existing under the laws of the State of Texas for the consideration described above grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

COPY



**MISCELLANEOUS:**

(a) Nothing in this instrument shall be construed as a waiver by Grantee of any utility connection charge or other charges imposed by ordinance or Charter of the Town of Addison.

(b) The Property hereby conveyed may be used as a public right-of-way for the passage of vehicular and pedestrian traffic, including (without limitation) streets, roads, sidewalks, utilities, drainage, and other customary uses of public right-of-way. Improvements may be on such grade and according to such plans and specifications as will, in the opinion of Grantee, best serve the public purpose.

(c) The consideration described above shall be deemed full compensation for the conveyance of the Property, and for any diminution in value that may result to the remaining property of Grantor by virtue of Grantee's use of the Property.

(d) When the context requires it, singular nouns and pronouns include the plural.

**EXECUTED** effective as of the day first written above.

Hurst Holdings, LLC  
General Partner of TexOK Properties, L.P.

By: [Signature]  
Print Name: Steve Hurst  
Print Title: Sole Member

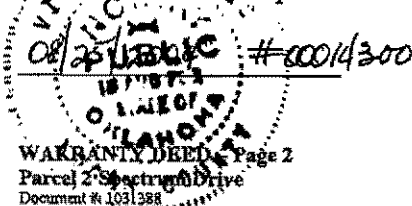
Oklahoma  
STATE OF ~~TEXAS~~ §  
Logan §  
COUNTY OF ~~DALLAS~~ §

Before Me, the undersigned notary public in and for said county and state, on this 21<sup>st</sup> day of May, 2003, personally appeared Steve Hurst, Sole Member of Hurst Holdings LLC on behalf of TexOK Properties, LP a Oklahoma Limited Partnership and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

**GIVEN UNDER** my hand and seal of office the day and year last above written.

[Signature]  
Notary Public, State of ~~Texas~~ Oklahoma  
Print Name: Vicki S. Wells

My Commission Expires:



~~SPECTRUM DRIVE~~  
RIGHT-OF-WAY EXHIBIT  
LAND DESCRIPTION  
PARCEL 2

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being a portion of Tract II as described in instrument to TEXOK Properties, L.P., as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

COMMENCING at an "X" cut set in brick pavers at the intersection of the northerly right-of-way line of Morris Avenue (61 foot right-of-way) as established by the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas as recorded in Volume 2000153, Page 00015 of the Deed Records of Dallas County, Texas with the west right-of-way line of Spectrum Drive (69 foot right-of-way) as established by said plat of Addison Circle Phase II;

THENCE North 00 degrees 55 minutes 13 seconds East along the west right-of-way line of said Spectrum Drive as per said plat of said Addison Circle Phase II, and as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas a distance of 65.00 feet to a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap for the POINT OF BEGINNING, said point being the northwest corner of said Spectrum Drive;

THENCE North 00 degrees 55 minutes 13 seconds East, a distance of 719.97 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner on north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East along the north line of said Tract II of TEXOK Properties, L. P. a distance of 34.50 feet to the northeast corner of said Tract II from which a 1/2 inch iron rod found with "Random" red plastic cap bears North 89 degrees 05 minutes 45 seconds West at a distance of 2.00 feet;

THENCE South 00 degrees 55 minutes 13 seconds West along the easterly line of said Tract II of TEXOK Properties, L. P. a distance of 719.98 feet to a 5/8 inch iron set with Huitt-Zollars yellow plastic cap on the northerly right-of-way line of said Spectrum Drive;

THENCE North 89 degrees 04 minutes 47 seconds West along the northerly line of said Spectrum Drive a distance of 34.50 feet to the POINT OF BEGINNING and containing 0.5702 of an acre of land, more or less.

QUORUM EAST  
ADDITION

VOL.98001 PG.00033

POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH  
PARKWAY ADDITION

VOL.85021 PG.1686

Exhibit B

TOWN OF ADDISON  
VOL.99002 PG.00016

5/8" IRF WITH  
HUITT-ZOLLARS  
CAP

1/2" IRF WITH  
"RANDOM" RED  
PLASTIC CAP BEARS  
N 89°05'45"W-2.00'

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 00° 55' 13"E	65.00'
L2	S 89° 05' 45"E	34.50'
L3	N 89° 04' 47"W	34.50'

PARCEL 2  
0.5702 AC.

NOTE:  
Improvements were not located for this  
exhibit and there may be easements and  
other matters of record that affect this  
tract.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

5' SIDEWALK EASEMENT  
(PARCEL 2A - 0.0832 AC.)

FISHER  
N.O.

(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

POINT OF  
BEGINNING  
PARCEL 2 &  
PARCEL 2A  
5/8" IRF WITH  
HUITT-ZOLLARS  
CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

POINT OF  
COMMENCING  
"X" CUT SET  
IN BRICK PAVERS

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

LEGEND  
IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found

MORRIS AVENUE

AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

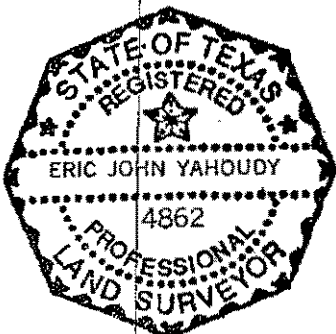
LOT 1, BLOCK D PAGE 3 OF 3

This is to certify that the above survey was  
made under my supervision on November 5,  
2002 and that the metes and bounds shown  
thereon are true and correct to the best of  
my knowledge.

*Eric J. Yahoudy* 5-1-03  
Eric J. Yahoudy, Registered Professional Land  
Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised Parcel: 5/01/2003

0 100 200  
SCALE: 1" = 100'

BASIS OF BEARINGS:  
The monuments found as called for on  
the amended plat of Addison Circle  
Phase II, an addition to the Town of  
Addison, Texas, as recorded in Volume  
2000153, Page 00015, Deed Records,  
Dallas County, Texas.



**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001

EXHIBIT PARCEL NO. 2  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003



After Recording Return To:  
Angela K. Washington  
Cowles & Thompson, P.C.  
901 Main Street, Suite 4000  
Dallas, Texas 75202

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That **TexOK Properties, L.P.**, hereinafter referred to as **Grantor**, for and in consideration of the sum of **Ten and no/100 (\$10.00)** and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, does by these presents grant, sell and convey unto the **Town of Addison** of the County of Dallas, State of Texas, its successors and assigns, hereinafter termed **Grantee**, a perpetual easement and right-of-way in, under, over, along and across the property described in **Exhibit A** (Field Note Description) and shown on **Exhibit B** (Survey Depiction), both of which exhibits are attached hereto and made a part hereof for all purposes.

This easement and right-of-way with all rights and privileges hereby granted may be used for the purpose of constructing, repairing, reconstructing and perpetually maintaining a sidewalk, landscaping and utilities, as **Grantee** determines necessary or desirable. **Grantee**, its employees, agents, and licensees shall at all times have the right and privilege to access the perpetual easement herein granted. **Grantor** agrees not to construct or place within the premises described above any buildings, fences, shrubs, trees or other improvements, without the prior written consent of **Grantee**.

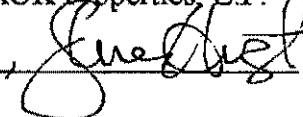
To have and to hold the same, together with all and singular the rights and hereditaments thereunto in anywise belonging unto **Grantee**, its successors and assigns, for the purposes of the perpetual easement herein granted.

And **Grantor** hereby binds itself, its heirs, executors, agents and assigns to warrant and defend all and singular the above described easement and rights unto **Grantee**, its successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 21<sup>st</sup> day of May, 2003

**TEXOK PROPERTIES, L.P.**

By Aurst Holdings LLC  
General Partner of TexOK Properties, L.P.

By Steve Hurst 

Print Name \_\_\_\_\_

Title Sole Member

COPY

Oklahoma  
STATE OF TEXAS §  
COUNTY OF DALLAS Logan §

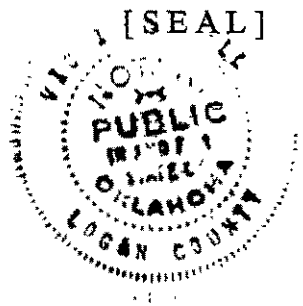
BEFORE ME, the undersigned notary public in and for said county and state, on this 21st day of May, 2003, personally appeared Steve Hurst Sole Member of Hurst Holdings LLC on behalf of TexOK Properties LP, a Oklahoma Ltd Partnership and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon behalf of which he acted executed the instrument for the uses and purposes therein set forth.

GIVEN UNDER my hand and seal of office the day and year last above written.

*Vicki L. Skells*  
Notary Public in and for the State of ~~Texas~~ Oklahoma

MY COMMISSION EXPIRES:

08/25/2004 #00014300



~~SPECTRUM DRIVE~~  
SIDEWALK EASEMENT  
LAND DESCRIPTION  
PARCEL 2A

BEING a tract of land situated in the G. W. FISHER SURVEY, Abstract No. 482, Town of Addison, Dallas County, Texas, said tract being 5 feet in width and adjacent to the west side of Spectrum Drive and being a portion of Tract II as described in instrument to TEXOK Properties, L.P. as recorded in Volume 2002240, Page 03529 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with Huitt-Zollars yellow plastic cap at the northwest corner of a 0.0697 of an acre tract of land for the right-of-dedication of Spectrum Drive as per the plat of The Ashton, an addition to the Town of Addison, Texas as recorded in Volume 2000036, Page 2913 of the Deed Records of Dallas County, Texas;

THENCE South 00 degrees 55 minutes 13 seconds West along the westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 89 degrees 04 minutes 47 seconds West departing the said westerly right-of-way line of Spectrum Drive a distance of 5.00 feet to a point for a corner;

THENCE North 00 degrees 55 minutes 13 seconds East a distance of 724.97 feet to a point for a corner on the north line of said Tract II;

THENCE South 89 degrees 05 minutes 45 seconds East a distance of 5.00 feet to a 5/8 inch iron rod found with Huitt-Zollars yellow plastic cap for a corner;

THENCE South 00 degrees 55 minutes 13 seconds West a distance of 719.97 feet to the POINT OF BEGINNING and containing 0.0832 of an acre of land, more or less.

QUORUM EAST ADDITION  
VOL.98001 PG.00033  
POST SERVICES, INC.  
VOL.98060 PG.03404

15851 DALLAS NORTH PARKWAY ADDITION  
VOL.85021 PG.1686

Exhibit B

LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 00° 55' 13" E	65.00'
L2	S 89° 05' 45" E	34.50'
L3	N 89° 04' 47" W	34.50'

5/8" IRF WITH HUITT-ZOLLARS CAP

TOWN OF ADDISON  
VOL.99002 PG.00016

1/2" IRF WITH "RANDOM" RED PLASTIC CAP BEARS N 89°05'45"W-2.00'

PARCEL 2  
0.5702 AC.

NOTE:  
Improvements were not located for this exhibit and there may be easements and other matters of record that affect this tract.

(TRACT II)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

(TRACT III)  
TEXOK PROPERTIES, L.P.  
VOL.2002240 PG.03529

5' SIDEWALK EASEMENT  
(PARCEL 2A - 0.0832 AC.)

FISHER N.O.

G. W. A B S T.  
(0.0697 AC.)  
SPECTRUM DRIVE  
RIGHT-OF-WAY  
DEDICATION  
VOL.2000036 PG.02913

POINT OF BEGINNING  
PARCEL 2 &  
PARCEL 2A  
5/8" IRF WITH  
HUITT-ZOLLARS  
CAP

(3.371 AC.)  
THE STAUBACH COMPANY  
VOL.2000046 PG.02903

POINT OF COMMENCING  
"X" CUT SET  
IN BRICK PAVERS

TXU ELECTRIC COMPANY  
EASEMENT BY PLAT  
VOL.2000036 PG.02913

THE ASHTON  
VOL.2000036 PG.02913

LOT 1, BLOCK A

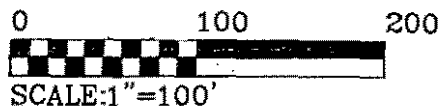
10' PRIVATE COMMUNICATIONS  
EASEMENT BY PLAT - VOL.2000036 PG.02913

MORRIS AVENUE

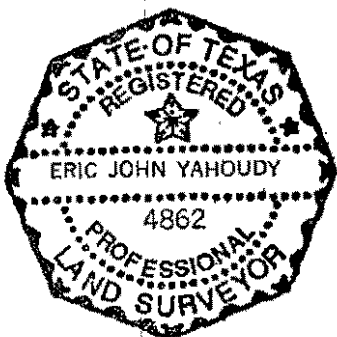
AMENDED PLAT  
ADDISON CIRCLE  
PHASE II  
VOL.2000153 PG.00015

LOT 1, BLOCK D PAGE 3 OF 3

LEGEND  
IRS = Iron Rod Set with Huitt-Zollars  
yellow plastic cap  
IRF = Iron Rod Found



BASIS OF BEARINGS:  
The monuments found as called for on the amended plat of Addison Circle Phase II, an addition to the Town of Addison, Texas, as recorded in Volume 2000153, Page 00015, Deed Records, Dallas County, Texas.



This is to certify that the above survey was made under my supervision on November 5, 2002 and that the metes and bounds shown thereon are true and correct to the best of my knowledge.

*Eric J. Yahoudy* 5-1-03  
Eric J. Yahoudy, Registered Professional Land Surveyor, Texas No. 4862  
Revised owner's name: 3/14/2003  
Revised Parcel: 5/01/2003

**HUITT-ZOLLARS**  
Huitt-Zollars, Inc. Dallas  
3131 McKinney Avenue, Suite 600  
Dallas, Texas 75204-2489  
Phone (214) 871-3311 Fax (214) 871-0757

SPECTRUM DRIVE  
RIGHT-OF-WAY EXHIBIT  
& SIDEWALK EASEMENT  
TOWN OF ADDISON, TEXAS

Prepared For: TOWN OF ADDISON  
16801 Westgrove Dr., Addison, TX 75001  
EXHIBIT PARCEL NO. 2  
OWNER: TEXOK PROPERTIES, L.P.  
AREA: 0.5702 AC. REV. DATE: 5/1/2003

DATE SUBMITTED: June 11, 2004  
FOR COUNCIL MEETING: June 22, 2004

**Council Agenda Item:**

**SUMMARY:**

This item is for the award of contract to Mels Electric, L.P., in the amount of \$319,700.00, to furnish and install steel street and pedestrian light poles, and luminaries on the Spectrum Drive Construction Project.

**FINANCIAL IMPACT:**

Budgeted Amount: \$3,100,000

Cost: \$319,700.00

Source of Funds: Funds are available from the FY 2002 General Obligation Bond Program (Spectrum Drive), and residual funds from Inwood/S. Quorum and Addison Road Widening Projects.

**BACKGROUND:**

Construction of Spectrum Drive North/South improvements is currently underway. The portion of Spectrum Drive, from Morris Avenue to Airport Parkway, is a continuation of the second phase of the Addison Circle project. Spectrum Drive is also being extended south, from the DART railroad right-of-way to Arapaho Road. The design of a Quiet Zone at the railroad crossing and streetscape improvements are also included in the project. The contractor, Site Concrete, Inc., has completed the majority of the roadway construction and will perform the installation of concrete foundations and associated electrical items for the installation of street and pedestrian light poles. However, the Town worked with a lighting consultant to develop a new design for street and pedestrian lights (see attached drawing) that are scheduled for implementation on Spectrum Drive and subsequently on Addison Road and Arapaho Road. The new light poles will provide an enhanced aesthetic look within the proposed streetscape design and optimum lighting coverage within the entire street right-of-way.

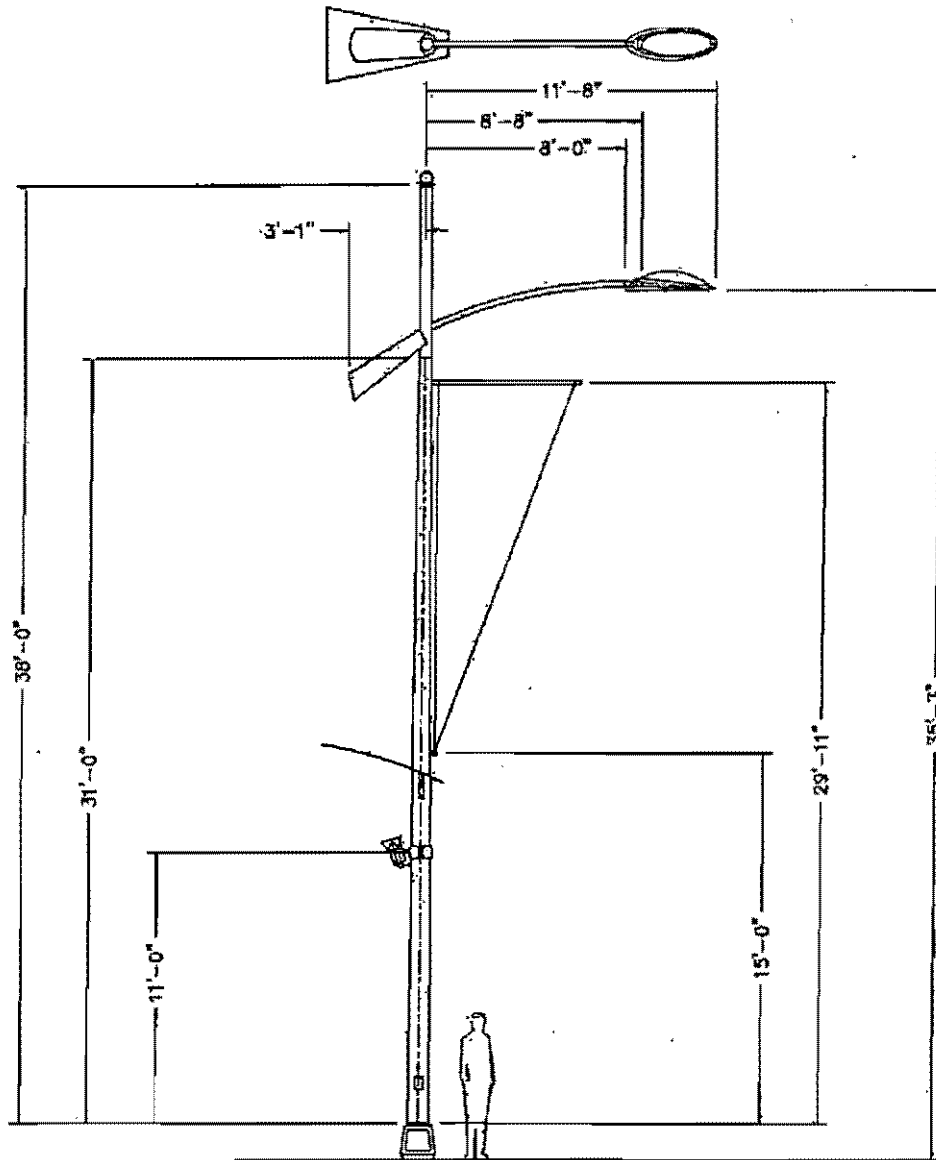
Attached is a bid tabulation for this project. Bidders were given the opportunity to bid on both aluminum and steel poles for the street and pedestrian lights. Mels Electric, L.P. submitted the lowest bid for steel poles, in the amount of \$319,700.00, and 130 calendar days for delivery and installation. Due the exclusive nature of this project, the Town only received two bids for consideration. Accordingly, the Town has already approved a change order with the principal contractor on Spectrum Drive for the deduction of costs for installing standard "shoe-box" type poles. The amount of the change order directly



related to the street and pedestrian lights is approximately \$130,787. As a result, the affect of this bid for new light poles results in a net increase to the total project cost of \$188,913. Upon completion of the light pole foundations by Site Concrete, Inc., the new poles will be installed in place and electrical connections finalized by Mels Electric, L.P.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to enter into a contract with Mels Electric, L.P., for furnishing steel street and pedestrian light poles, and luminaries, in the amount of \$319,700.00.



Roadway / Pedestrian Fixture

**Spectrum Lights**

**BID NO 04-24**

**DUE: June 8, 2004 2:30pm**

BIDDER	SIGNED	Addendum 1	Bid Bond	Option 1 Bid (A) Aluminum Poles	# of days	Option 2 Bid (B) Steel Poles	#of days
Mels Electric	Y	Y	Y	\$401,950.00	130	\$319,700.00	130
Sebastians Service Co	Y	Y	Y	\$531,100.00	150	\$458,720.00	140

*Minok Sub*

Minok Sub, Purchasing Coordinator

*Corey Gayden*

Corey Gayden, Witness

June 22, 2004

Timothy Keierleber  
Mels Electric, L.P.  
1810 S. Akard St.  
Dallas, TX 75215

**NOTICE OF AWARD:      Bid 04-24 Spectrum Lights**

Dear Mr. Keierleber:

Receipt of this document authorizes your company to provide all labor and materials as outlined in the specifications, and under the terms and conditions of the contract documents for Bid No: 04-24.

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

Please send the signed contracts along with the necessary insurance certificates and bonds as soon as possible, but no later than July 6, 2004. Once we receive these items a Notice to Proceed will be issued.

If you have any questions or if I can be of assistance to you, please contact me at 972-450-7091.

Sincerely,

Minok Suh  
Purchasing Coordinator

Enclosures

Copy:      Steve Chutchian  
             Jim Pierce

AGREEMENT

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT is made and entered into this 22 day of June, 2004 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 Mels Electric of the City of Dallas, County of Dallas and 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:

**Spectrum Lights – Bid B steel type street poles**

and all extra work in connection therewith, under the terms as stated in the specifications 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 bid 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 (130) calendar days per specification after he commences work, subject extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Three hundred nineteen thousand, seven hundred and 00/100 dollars (\$319,700.00) 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.

TOWN OF  
ADDISON

PUBLIC WORKS

To: BRYAN PIPER

From: STEVE CHUTCHIAN

Company: SITE CONCRETE

FAX #: 972-385-2299

Date: 4/2/04

Phone: 972/450-2886

Fax: 972/450-2837

No. of pages (including cover): 1

PAVING SCH. 2 "NORTH" → 213, 214, 215, 403  
PAVING SCH. 1 "SOUTH" → 103  
UTILITY SCH. 2 "SOUTH" → 213, 215

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

# SITE CONCRETE, INC.

## PROPOSAL

To: Town of Addison  
16801 Westgrove Dr.  
Addison, TX 75001

02/24/04  
Site Job # 23-133  
Addison Bid # 04-03

Attn: Luke Jalbert, Project Manager

We propose to furnish all labor, materials, and equipment necessary to construct, as an independent contractor, the following described work:

**LOCATION:** Spectrum Dr. Change Order #1

### DESCRIPTION

**Paving quantity that should be in original contract but are not:**

1	6" Concrete Removal	APPROX.	620	SY	@	\$25.00 SY	\$15,500.00
2	8" Concrete Pavement (No Lime)	APPROX.	620	SY	@	\$28.00 SY	\$17,360.00
3	Sawcut	APPROX.	1,300	LF	@	\$10.00 LF	\$13,000.00
4	Longitudinal Butt Joint	APPROX.	1,300	LF	@	\$10.00 LF	\$13,000.00
5	Remove / Relocate Exist. Fire Hydrant	APPROX.	3	EA	@	\$750.00 EA	\$2,250.00
6	Remove Exist. Inlet Structures	APPROX.	2	EA	@	\$500.00 EA	\$1,000.00
7	Install 6' Inlet Structures	APPROX.	2	EA	@	\$2,000.00 EA	\$4,000.00

**Subtotal Contract Paving: \$66,110.00**

**Paving for additional side of Fire Lane:**

1	6" Concrete Removal	APPROX.	935	SY	@	\$25.00 SY	\$23,375.00
2	8" Concrete Pavement (No Lime)	APPROX.	935	SY	@	\$28.00 SY	\$26,180.00

**Subtotal Millenium Paving: \$49,555.00**

**Deducts for doing Complete Fire Lane**

1	Sawcut	APPROX.	1,300	LF	@	-\$10.00 LF	-\$13,000.00
2	Longitudinal Butt Joint	APPROX.	1,300	LF	@	-\$10.00 LF	-\$13,000.00

**Subtotal Fire Lane Deducts: -\$26,000.00**

**Deduct for Water Changes:**

1	8" C909 Water Line	APPROX.	100	LF	@	-\$17.00 LF	-\$1,700.00
2	8" Valves	APPROX.	4	EA	@	-\$675.00 EA	-\$2,700.00
3	DI Fittings (substitute Tees for Crosses)	APPROX.	0.25	TON	@	-\$3,500.00 TON	-\$875.00

**Subtotal Deduct Water: -\$5,275.00**

**Deduct for Sanitary Changes:**

1	6" SDR	APPROX.	400	LF	@	-\$15.00 LF	-\$6,000.00
2	6" Double Cleanout	APPROX.	9	EA	@	-\$350.00 EA	-\$3,150.00

**Subtotal Deduct Sanitary: -\$9,150.00**

**Deduct IronSmith Tree Grates:**

1	60" Sq Tree Grates	APPROX.	34	EA	@	-\$1,200.00 EA	-\$40,800.00
---	--------------------	---------	----	----	---	----------------	--------------

**Subtotal Deduct Tree Grates: -\$40,800.00**

**Add Water:**

1	8" x 8" Tapping Sleeve w/ Valve Ass.	APPROX.	1	EA	@	\$2,500.00 EA	\$2,500.00
2	Conc. Blocking	APPROX.	5	CY	@	\$175.00 CY	\$875.00
3	12" x 12" x 8" Tee w/ 12" Cap	APPROX.	1	EA	@	\$500.00 EA	\$500.00

**Subtotal Add Sanitary: \$3,875.00**

**Add Sanitary:**

1	4' Man Hole	APPROX.	1	EA	@	\$2,000.00	EA	\$2,000.00
2	8" SDR	APPROX.	125	LF	@	\$16.00	LF	\$2,000.00
3	8" Caps	APPROX.	4	EA	@	\$125.00	EA	\$500.00
<b>Subtotal Add Sanitary:</b>								<b>\$4,500.00</b>

**Add Retaining Wall:**

1	Milsap Stone	APPROX.	1,009	SF	@	\$8.00	SF	\$8,072.00
<b>Subtotal Add Retaining Wall:</b>								<b>\$8,072.00</b>

**Add NEENAH Tree Grates:**

1	60" Sq Tree Grates	APPROX.	39	EA	@	\$1,300.00	EA	\$50,700.00
<b>Subtotal Add Tree Grates:</b>								<b>\$50,700.00</b>

**Total Change for Change Order #1: \$101,587.00**

**Note: If complete Fire Lane is chosen, Site Concrete, Inc will Remove and/ or Replace the Curb along our Removal Area next to the Rail Road at no additional cost to the Town of Addision.**

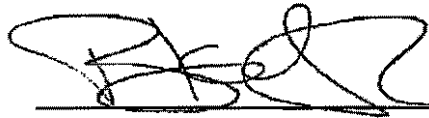
ACCEPTED:

\_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BANK REF:



SITE CONCRETE, INC.  
3340 ROY ORR BOULEVARD  
GRAND PRAIRIE, TEXAS 75050-4207  
972-313-0733 FAX #972-513-0825  
ESTIMATING FAX #972-513-0661



**Application and Certificate For Payment**

Project: Spectrum Dr. North/ South Extension #04-Application No.: 3

Contract Start: 1/12/2004 Period to: 4/1/2004

Calendar Days: 210 (incl any by change order) Date: 4/1/2004

Contract Close: 8/9/2004 Project No.: 23-144

To Owner: Town Of Addison  
16801 Westgrove Drive  
Addison, TX 75001

From (Contractor): Site Concrete  
3340 Roy Orr Blvd  
Grand Prairie, Texas 75050  
Fax: (972) 513-0861  
Phone: (972) 313-0733

**Contractor's Application For Payment**  
Change Order Summary

Number	Description	Days Approved	Change	Additions	Deductions
1	Fire Lane		\$182,812.00	\$81,225.00	
<b>Totals</b>			0	\$ 182,812.00	\$ 81,225.00
<b>Net change by Change orders</b>				\$ 101,587.00	

Original contract sum: \$2,639,566.50

Net change by change orders: \$101,587.00

Contract sum to date: \$2,740,153.50

Total Completed and stored to date: \$1,316,306.25

50% Retainage: \$65,815.31

Total earned less retainage: \$1,250,490.94

Less previous certificates of payments: \$697,893.28

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: [Signature]

By: Site Concrete Date: 4/1/4

State of: TEXAS County of: DALLAS

Subscribed and Sworn before me on this 1 day of APRIL, 2003

Notary Public: Elizabeth Permana

My Commission Expires: 8/22/2007

ELIZABETH PERTAMA  
Notary Public, State of Texas  
My Commission Expires  
August 22, 2007

Current payment due: \$557,597.66

Balance to finish: \$1,489,662.56

**Inspector's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

By: Dave Wilde, Town of Addison Assistant City Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

By: Steven Chutehian, Town of Addison Date: \_\_\_\_\_

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM#	SCHED	DESCRIPTION	UNITS	QTY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% DOLLARS COMPLETE
-------	-------	-------------	-------	-----	------------	----------------	-------------------	-----------------	----------------------	--------------------	------------------	----------------	--------------------

CONSTRUCTION													
101		MOBILIZATION	LS	1	\$75,000.00	\$75,000.00	1.00	\$75,000.00	0.00	\$0.00	1.00	\$75,000.00	100.0%
102		FULL DEPTH SAWCUT	LF	114	\$10.00	\$1,140.00	0.00	\$0.00	114.00	\$1,140.00	114.00	\$1,140.00	100.0%
103		REM & DISP OF EX CONC & ASPH PAVE INCL C	SY	19	\$25.00	\$475.00	0.00	\$0.00	19.00	\$475.00	19.00	\$475.00	100.0%
104		6" THICK LIME STAB SUBGRD	SY	6,859	\$2.00	\$13,718.00	0.00	\$0.00	6,859.00	\$13,718.00	6,859.00	\$13,718.00	100.0%
105		HYDRATED LIME	TON	113	\$90.00	\$10,170.00	0.00	\$0.00	113.00	\$10,170.00	113.00	\$10,170.00	99.9%
106		8" 5000# COMPRESSIVE @ 28 DAYS REINF CON	SY	6,229	\$28.00	\$174,412.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
107		6" 5000# COMPRESSIVE @ 28 DAY REINF CON	SY	152	\$30.00	\$4,560.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
108		6" 5000# COMPRESSIVE @ 28 DAY REINF CON	SY	112	\$35.00	\$3,920.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
109		6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL C	LF	3,194	\$3.00	\$9,582.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
110		LONGITUDINAL BUTT JOINT	LF	111	\$10.00	\$1,110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
111		CONC ST HEADER	LF	23	\$10.00	\$230.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
112		ACME VEHICULAR BRICK PAVEM MATLS, DEL	SF	2,372	\$5.00	\$11,860.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
113		BEDDING MATLS & PLACE BRICK PAVERS	SF	2,372	\$3.00	\$7,116.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
114		THERMO STOP LINE 24" WIDE	LF	23	\$12.00	\$276.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
115		THERMO STRIPE 4" WIDE	LF	1,942	\$3.00	\$5,826.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
116		REFL BUTTONS, TY 1-C, 4"	EA	21	\$6.50	\$136.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
117		REFL BUTTONS, TY 11AA, 4"	EA	140	\$9.00	\$1,260.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
118		ST & TRAFF CTRL SIGNS	EA	5	\$350.00	\$1,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
119		ST NAME SIGN & MOUNT HDWR & APPURT	EA	1	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
120		UNISTRUT-TELESPAR ST SIGN POST, FOUND,	EA	1	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
121		REM EX ST BARRICADES & POSTS	EA	44	\$25.00	\$1,100.00	0.00	\$0.00	44.00	\$1,100.00	44.00	\$1,100.00	100.0%
122		F&I ST BARRICADES & POSTS	LF	50	\$5.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
123		BARRICADES, SIGNS & TRAFF CTRL	LS	1	\$7,500.00	\$7,500.00	0.50	\$3,750.00	0.25	\$1,875.00	0.75	\$5,625.00	75.0%
124		UNCLASS ST EXCAVA, DISP	CY	20,400	\$9.50	\$193,800.00	10,200.00	\$96,900.00	8,000.00	\$76,000.00	18,200.00	\$172,900.00	88.2%
125		BLACK STL STOP SIGN POLE	EA	1	\$350.00	\$350.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
126		ADDISON CIRCLE FINIAL ON BLACK STL POLE	EA	1	\$350.00	\$350.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
127		STAB CONST ENTR	CY	19	\$100.00	\$1,900.00	19.00	\$1,900.00	0.00	\$0.00	19.00	\$1,900.00	100.0%
128		SILT FENCE	LF	1,050	\$1.50	\$1,575.00	1,050.00	\$1,575.00	0.00	\$0.00	1,050.00	\$1,575.00	100.0%
129		INLET PROTECT	EA	5	\$625.00	\$3,125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
130		NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
131		NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
132		NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
133		NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
134		PLACE 6" WIDE THERMOPLASTIC CROSSWALK	LF	90	\$2.00	\$180.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
135		PLACE WITH THERMOPLASTIC ARROW	EA	2	\$150.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
					TOTALS THIS PAGE			\$179,125.00		\$104,478.00		\$283,603.00	

**Town Of Addison**  
ENGINEERING

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Jan 12, 2004

**CONSTRUCTION**

**Utility Imp. Sch. 2 " North"**

ITEM	SCHED	DESCRIPTION	UNIT	QTY	PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITIES THIS PERIOD	AMOUNT THIS PERIOD	QUANTITIES TO DATE	TOTAL AMOUNT	% DOLLARS COMPLETE
201		Water											
201		CONC BLOCKING	CY	9.80	\$175.00	\$1,715.00	9.80	\$1,715.00	0.00	\$0.00	9.80	\$1,715.00	100.0%
202		DI FITTINGS, CL 250	TON	1.1	\$3,500.00	\$3,850.00	0.85	\$2,975.00	0.25	\$875.00	1.10	\$3,850.00	100.0%
203		PVC AWMA C900 DR18 CL 150 WTR PIPE W/EM	LF	30	\$45.00	\$1,350.00	30.00	\$1,350.00	0.00	\$0.00	30.00	\$1,350.00	100.0%
204		PVC AWMA C900 DR18 CL 150 WTR PIPE W/EM	LF	488	\$17.00	\$8,313.00	389.00	\$6,613.00	100.00	\$1,700.00	489.00	\$8,313.00	100.0%
205		PVC AWMA C900 DR18 CL 150 WTR PIPE W/EM	LF	1087	\$21.00	\$22,827.00	1007.00	\$21,147.00	80.00	\$1,680.00	1087.00	\$22,827.00	100.0%
206		RES SEAT GATE VALVE/BOX, 06"	EA	3	\$575.00	\$1,725.00	3.00	\$1,725.00	0.00	\$0.00	3.00	\$1,725.00	100.0%
207		RES SEAT GATE VALVE/BOX, 12"	EA	13	\$875.00	\$11,375.00	13.00	\$11,375.00	0.00	\$0.00	13.00	\$11,375.00	100.0%
208		RES SEAT GATE VALVE/BOX, 12"	EA	5	\$1,200.00	\$6,000.00	5.00	\$6,000.00	0.00	\$0.00	5.00	\$6,000.00	100.0%
209		FIRE HYDRANT F&I	EA	3	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00	3.00	\$6,000.00	100.0%
210		CONNECT TO EX WTR MAIN	EA	2	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
212		2" TY K SOFT COPPER IRRIGA SERV	EA	1	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
213		1.5" HERSEY MVR 100 TURBINE METER	EA	1	\$775.00	\$775.00	1.00	\$775.00	0.00	\$0.00	1.00	\$775.00	100.0%
214		BROOKS PROD, #65 17" X 28" PRECAST BOX	EA	2	\$250.00	\$500.00	2.00	\$500.00	0.00	\$0.00	2.00	\$500.00	100.0%
215		1.5" FEBCO 805Y DBL CHK VALVE ASSY	EA	1	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
215		2" CL 200 PVC SLEEVE	LF	36	\$7.50	\$285.00	36.00	\$285.00	0.00	\$0.00	36.00	\$285.00	100.0%
217		TRENCH SAFETY	LF	1596	\$1.00	\$1,596.00	1596.00	\$1,596.00	0.00	\$0.00	1596.00	\$1,596.00	100.0%
218		PERFORM WTR TEST	LS	1	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	100.0%
301		STRM DRAINAGE											
301		CL III RCP INCL EMBED, 18"	LF	231	\$28.00	\$6,468.00	151.00	\$4,228.00	80.00	\$2,240.00	231.00	\$6,468.00	100.0%
302		CL III RCP INCL EMBED, 21"	LF	59	\$33.00	\$1,947.00	59.00	\$1,947.00	0.00	\$0.00	59.00	\$1,947.00	100.0%
303		CL III RCP INCL EMBED, 24"	LF	75	\$39.00	\$2,925.00	75.00	\$2,925.00	0.00	\$0.00	75.00	\$2,925.00	100.0%
304		CL III RCP INCL EMBED, 27"	LF	188	\$45.00	\$8,460.00	188.00	\$8,460.00	0.00	\$0.00	188.00	\$8,460.00	100.0%
305		CL III RCP INCL EMBED, 30"	LF	26	\$51.00	\$1,326.00	26.00	\$1,326.00	0.00	\$0.00	26.00	\$1,326.00	100.0%
306		CL III RCP INCL EMBED, 33"	LF	46	\$60.00	\$2,760.00	46.00	\$2,760.00	0.00	\$0.00	46.00	\$2,760.00	100.0%
307		CL III RCP INCL EMBED, 36"	LF	261	\$69.00	\$18,069.00	261.00	\$18,069.00	0.00	\$0.00	261.00	\$18,069.00	100.0%
308		CL III RCP INCL EMBED, 42"	LF	428	\$92.00	\$39,376.00	428.00	\$39,376.00	0.00	\$0.00	428.00	\$39,376.00	100.0%
313		REM & DISP OF EX CONC INLET	EA	1	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
316		6" STD INLET WIRECESS TOP	EA	2	\$2,000.00	\$4,000.00	0.00	\$0.00	1.50	\$3,000.00	1.50	\$3,000.00	75.0%
317		6" STD INLET WIRECESS TOP, EXTRA DEPTH	EA	3	\$2,400.00	\$7,200.00	0.00	\$0.00	2.25	\$5,400.00	2.25	\$5,400.00	75.0%
319		TY B MH	EA	2	\$3,500.00	\$7,000.00	0.00	\$0.00	2.00	\$7,000.00	2.00	\$7,000.00	100.0%
321		RCP 60 DEG FACTORY WYE CONNECT	EA	15	\$600.00	\$9,000.00	15.00	\$9,000.00	0.00	\$0.00	15.00	\$9,000.00	100.0%
322		CONNECT TO EX PIPE	EA	3	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00	3.00	\$4,500.00	100.0%
324		PRECAST CONC PIPE PLUG	EA	11	\$360.00	\$3,960.00	11.00	\$3,960.00	0.00	\$0.00	11.00	\$3,960.00	100.0%
401		-WWTR-											
401		SDR26 PVC WWTR PIPE, 06"	LF	1235	\$16.00	\$19,760.00	1235.00	\$19,760.00	0.00	\$0.00	1235.00	\$19,760.00	100.0%
402		SDR26 PVC WWTR PIPE, 06"	LF	409	\$15.00	\$6,135.00	9.00	\$135.00	400.00	\$6,000.00	409.00	\$6,135.00	100.0%
403		2 WAY CLEANOUT & CLID	EA	9	\$350.00	\$3,150.00	0.00	\$0.00	8.00	\$2,800.00	8.00	\$3,150.00	100.0%
404		4" DIA WWTR MH	EA	3	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00	3.00	\$6,000.00	100.0%
405		8" DIA WWTR PIPE PLUG	EA	3	\$150.00	\$450.00	3.00	\$450.00	0.00	\$0.00	3.00	\$450.00	100.0%
406		TV INSPECT OF WWTR LINES	LF	1235	\$1.50	\$1,852.50	1235.00	\$1,852.50	0.00	\$0.00	1235.00	\$1,852.50	100.0%
407		TRENCH SAFETY	LF	1235	\$1.00	\$1,235.00	1235.00	\$1,235.00	0.00	\$0.00	1235.00	\$1,235.00	100.0%
408		CONNECT TO EX WWTR LINES	EA	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
501		-ELECT DUCTBANK-											
501		8-6" PVC TY DB CONDUITS, ENCASE IN CONC	LF	1052	\$115.00	\$120,980.00	1052.00	\$120,980.00	0.00	\$0.00	1052.00	\$120,980.00	100.0%
502		CONNECT TO EX DUCTBANK	EA	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00	100.0%
503		STD 4 WAY ELECT DUCTBANK MH	EA	2	\$12,000.00	\$24,000.00	2.00	\$24,000.00	0.00	\$0.00	2.00	\$24,000.00	100.0%
504		STD 3 WAY ELECT DUCTBANK MH	EA	1	\$12,500.00	\$12,500.00	1.00	\$12,500.00	0.00	\$0.00	1.00	\$12,500.00	100.0%
505		CONC DUCTBANK END PLUG	EA	3	\$500.00	\$1,500.00	3.00	\$1,500.00	0.00	\$0.00	3.00	\$1,500.00	100.0%

**Town Of Addison**  
ENGINEERING

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Jan. 12, 2004

ITEM	SCHED	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT	PERCENT COMPLETE
<b>Steelscape Sch. 3 "North"</b>													
601		IRRIGA SYS COMPLETE	LS	1	\$30,000.00	\$30,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
602		6" SQ TREE GRATE	EA	23	\$1,200.00	\$27,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
603		4" PVC SCH 40 SUBDRAIN SYS	LF	1841	\$21.00	\$38,661.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
604		RED OAK 200 GAL	EA	41	\$1,600.00	\$65,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
605		DWARF YALPON HOLLY 1 GAL	EA	390	\$5.00	\$1,950.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
606		DAYLILLY 1 GAL	EA	130	\$7.00	\$910.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
607		YELLOW BEARD IRIS 1 GAL	EA	130	\$7.00	\$910.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
608		DAFFODIL 1 GAL	EA	286	\$7.00	\$2,002.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
609		BLEEDING HEART 1 GAL	EA	78	\$8.00	\$624.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
610		4" 3000# CONC SUBBASE, SW	SF	25233	\$2.75	\$69,390.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
611		GLEN-GARY PED BRICK PAVE MATLS DEL TO	SF	25233	\$3.50	\$88,315.50	0.00	\$0.00	25233.00	\$88,315.50	25233.00	\$88,315.50	100.0%
612		BEDDING MATLS FOR PED BRICK PAVERS	SF	25233	\$2.50	\$63,082.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
613		TRUNCATED DOME PAVERS ON NEW RAMPS	SF	228	\$7.50	\$1,710.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>							\$390,755.75	\$0.00	\$88,315.50	\$88,315.50		\$88,315.50	

*Revised to installed*

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Jan 12, 2004

ITEM	SCHED	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL DATE AMOUNT	% DOLLARS COMPLETE
<b>CONSTRUCTION</b>													
801		METER SOCKET BASE	2	EA	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
802		ENCLOSE TO SUPPORT METER, PANEL, CONT	1	EA	\$3,500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
803		SERV GROUND	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
804		PANEL BOARD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
805		ENCL & CONTACTOR	1	EA	\$900.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
806		7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
807		PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
808		2" GRC ELBOW	57	EA	\$17.00	\$969.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
809		2" PVC SCH 40 CONDUIT	2210	LF	\$6.630	\$6,630.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
810		2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF	\$3.00	\$7,530.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
811		2" GRC CONDUIT	156	LF	\$7.00	\$1,092.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
812		3" GRC ELBOW	4	EA	\$52.00	\$208.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
813		3" PVC SCH 40 CONDUIT W/EMBED	300	LF	\$3.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
814		3" GRC CONDUIT	30	EA	\$4.00	\$120.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
815		HI COMPRESSION TAP	50	EA	\$15.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816		#10 AWG CONDUCTOR	60	LF	\$1.00	\$60.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817		#08 AWG CONDUCTOR	2610	LF	\$0.60	\$1,305.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
819		#04 AWG CONDUCTOR	3040	LF	\$0.75	\$2,280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820		STL LIGHT FULL BOX	11	EA	\$250.00	\$2,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
821		PED POLE LIGHT FOUND	27	EA	\$500.00	\$13,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
822		PED LIGHT POLE & LUMINARIES FIX, 2 EA	27	EA	\$3,700.00	\$99,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
823		VEHICULAR POLE LIGHT FOUND	6	EA	\$500.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
824		VEHICULAR POLE & SGL LUMINAIRE	6	EA	\$3,000.00	\$18,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
825		30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
						TOTALS THIS PAGE		\$0.00		\$0.00		\$0.00	
						TOTALS THIS PAGE		\$0.00		\$0.00		\$165,163.00	

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

DATE: 4/1/2004

Jan 12, 2004

QUANTITIES THROUGH

ITEM	SCHED	DESCRIPTION	ESTIMATE QTY	UNIT	CONTRACTOR QUANTITY	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT TO DATE	% COMPLETE
------	-------	-------------	--------------	------	---------------------	-------------------	-----------------	----------------------	--------------------	------------------	----------------------	------------

## Paving Sch. 1 "South"

ITEM	SCHED	DESCRIPTION	ESTIMATE QTY	UNIT	CONTRACTOR QUANTITY	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT TO DATE	% COMPLETE
101		MOBILIZATION	1	LS	\$75,000.00	1.00	\$75,000.00	0.00	\$0.00	1.00	\$75,000.00	100.0%
102		FULL DEPTH SAWCUT EX CONC	143	LF	\$10.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
103		REM & DISP OF EX CONC & ASPH PAVE INCL C	11	SY	\$25.00	0.00	\$0.00	11.00	\$275.00	11.00	\$275.00	100.0%
104		6" LIME STAB	3,115	SY	\$2.00	0.00	\$0.00	3,115.00	\$6,230.00	3,115.00	\$6,230.00	100.0%
105		HYDRATED LIME	51	TON	\$90.00	0.00	\$0.00	51.00	\$4,590.00	51.00	\$4,590.00	98.2%
106		8" 500#R CONC PAVE	3,000	SY	\$28.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
109		6" 500#R CONC CURB	1,834	LF	\$3.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
110		LONGITUDINAL BUTT JOINT	118	LF	\$10.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
114		THERMO STOP LINE 24" WIDE	35	LF	\$12.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
115		THERMO STRIPE 4" WIDE	594	LF	\$3.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
116		REFL BUTTONS, TY 1-C, 4"	37	EA	\$6.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
117		REFL BUTTONS, TY II-A, 4"	76	EA	\$9.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
118		ST & TRAFF CTRL SIGNS	5	EA	\$360.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
123		BARRICADES, SIGNS & TRAFF CTRL	1	EA	\$7,500.00	0.00	\$0.00	0.50	\$3,750.00	0.50	\$3,750.00	50.0%
127		STAB CONST ENTR	19	CY	\$100.00	19.00	\$1,900.00	0.00	\$0.00	19.00	\$1,900.00	100.0%
128		SILT FENCE	350	LF	\$1.50	350.00	\$525.00	0.00	\$0.00	350.00	\$525.00	100.0%
129		INLET PROTECT	2	EA	\$125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
130		RR CROSSING	1	LS	\$50,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
131		4" HMA GP BASE COURSE	237	SY	\$20.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
132		2" HMA GP SURF COURSE	237	SY	\$16.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
133		IMPORT FILL	3,400	CY	\$9.00	0.00	\$0.00	3,400.00	\$30,600.00	3,400.00	\$30,600.00	100.0%
134		PLACE 6" WIDE THERMOPLASTIC CROSSWALK	460	LF	\$2.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
135		PLACE WITH THERMOPLASTIC ARROW	11	EA	\$150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE							\$77,425.00	0.00	\$45,445.00	0.00	\$122,870.00	

Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Jan 12, 2004

ITEM	SCHED	DESCRIPTION	EST QTY	UNIT	QUANTITIES THROUGH		CONTRACT TOTAL	PREVIOUS PERIOD		THIS PERIOD		AMOUNT THIS PERIOD	QUANTITY TO DATE	% COMPLETE	DOLLARS COMPLETE	
					QUANTITY	AMOUNT		QUANTITY	AMOUNT	QUANTITY	AMOUNT					
<b>CONSTRUCTION</b>																
<b>Utility Imp. Sch. 2 " South "</b>																
201		Water														
202		CONC BLOCKING	21.8	CY			\$3,815.00			11.80	\$1,750.00	\$2,065.00	21.80	100.0%	\$3,815.00	
203		DI FITTINGS	0.5	TON			\$3,500.00			0.25	\$875.00	\$875.00	0.50	100.0%	\$1,750.00	
204		AWWA C909 DR18 CL 150 PVC WTR PIPE, 6"	24	LF			\$45.00			24.00	\$1,080.00	\$1,080.00	24.00	100.0%	\$1,080.00	
205		PVC AWWA C900 DR18 CL 150 WTR PIPE W/EM	85	LF			\$17.00			25.00	\$425.00	\$425.00	85.00	100.0%	\$1,445.00	
206		AWWA C909 DR18 CL 150 PVC WTR PIPE, 12"	640	LF			\$21.00			560.00	\$11,760.00	\$11,760.00	640.00	100.0%	\$13,440.00	
207		RES SEAT GATE VALVE/BOX 6"	1	EA			\$975.00			1.00	\$975.00	\$975.00	1.00	100.0%	\$975.00	
208		RES SEAT GATE VALVE/BOX 8"	4	EA			\$675.00			4.00	\$2,700.00	\$2,700.00	4.00	100.0%	\$2,700.00	
209		RES SEAT GATE VALVE/BOX 12"	1	EA			\$1,200.00			1.00	\$1,200.00	\$1,200.00	1.00	100.0%	\$1,200.00	
210		FIRE HYDRANT	1	EA			\$2,000.00			1.00	\$2,000.00	\$2,000.00	1.00	100.0%	\$2,000.00	
211		CONNECT TO EX WTR MAIN	2	EA			\$1,500.00			2.00	\$3,000.00	\$3,000.00	2.00	100.0%	\$3,000.00	
212		STL CASING PIPE BY BORE, 24"	126	LF			\$225.00			126.00	\$28,350.00	\$28,350.00	126.00	100.0%	\$28,350.00	
213		2" TY K SOFT COPPER IRRIGA SERV	1	EA			\$750.00			1.00	\$750.00	\$750.00	1.00	100.0%	\$750.00	
214		1.5" HERSEY MVR 100 TURBINE METER	1	EA			\$775.00			1.00	\$775.00	\$775.00	1.00	100.0%	\$775.00	
215		BROOKS PROD #65 17" X 28" PRECAST BOX	2	EA			\$250.00			2.00	\$500.00	\$500.00	2.00	100.0%	\$500.00	
216		1.5" FEBCO 805Y DBL CHECK VALVE ASSY	1	EA			\$750.00			1.00	\$750.00	\$750.00	1.00	100.0%	\$750.00	
217		2" CL 200 PVC SLEEVE	30	LF			\$7.50			30.00	\$225.00	\$225.00	30.00	100.0%	\$225.00	
218		TRENCH SAFETY	750	LF			\$1.00			750.00	\$750.00	\$750.00	750.00	100.0%	\$750.00	
219		PERFORM WTR TEST	1	LS			\$3,000.00			1.00	\$3,000.00	\$3,000.00	1.00	100.0%	\$3,000.00	
220		2" AIR REL VALVE	2	EA			\$1,500.00			2.00	\$3,000.00	\$3,000.00	2.00	100.0%	\$3,000.00	
221		12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN	103	LF			\$12.00			103.00	\$1,236.00	\$1,236.00	103.00	100.0%	\$1,236.00	
<b>- STRM DRAINAGE -</b>																
301		CL III RCP 18"	163	LF			\$28.00			153.00	\$4,284.00	\$4,284.00	153.00	100.0%	\$4,284.00	
302		CL III RCP 21"	111	LF			\$33.00			111.00	\$3,663.00	\$3,663.00	111.00	100.0%	\$3,663.00	
303		CL III RCP 48"	740	LF			\$110.00			0.00	\$0.00	\$0.00	740.00	100.0%	\$81,400.00	
310		CL II RCBC 6' X 3' INCL EMBED	284	LF			\$210.00			284.00	\$59,640.00	\$59,640.00	284.00	100.0%	\$59,640.00	
311		CL III RCBC 6' X 4' INCL EMBED	450	LF			\$238.00			450.00	\$107,100.00	\$107,100.00	450.00	100.0%	\$107,100.00	
312		RCP FLOW EQUALIZER 24"	2	EA			\$1,500.00			0.00	\$0.00	\$0.00	2.00	100.0%	\$3,000.00	
314		REM & DISP OF EXIST RCP	233	LF			\$10.00			233.00	\$2,330.00	\$2,330.00	233.00	100.0%	\$2,330.00	
315		CONC JUNCTION BOX	1	EA			\$14,000.00			1.00	\$14,000.00	\$14,000.00	1.00	100.0%	\$14,000.00	
318		10" STD INLET WIRECESS TOP	2	EA			\$2,800.00			1.50	\$4,200.00	\$4,200.00	1.50	75.0%	\$4,200.00	
320		TY B HEADWALL	3	EA			\$1,500.00			3.00	\$4,500.00	\$4,500.00	3.00	100.0%	\$4,500.00	
321		RCP 60 DEG FACTORY WYE CONNECT	2	EA			\$500.00			0.00	\$0.00	\$0.00	2.00	100.0%	\$1,000.00	
322		CONNECT TO EX PIPE	2	EA			\$1,500.00			1.00	\$1,500.00	\$1,500.00	2.00	100.0%	\$3,000.00	
323		CONNECT TO EX STRUCT	1	EA			\$1,500.00			0.00	\$0.00	\$0.00	1.00	100.0%	\$1,500.00	
324		PRECAST CONG PIPE PLUG	1	EA			\$350.00			1.00	\$350.00	\$350.00	1.00	100.0%	\$350.00	
325		REM & DISP OF EX HEADWALLS & CONIC RIP R	1	LS			\$1,500.00			0.00	\$0.00	\$0.00	1.00	100.0%	\$1,500.00	
<b>TOTALS THIS PAGE</b>																
<b>\$363,406.00</b>																

# Town Of Addison

DATE: 4/12/2004  
ESTIMATE: 3

QUANTITIES THROUGH Jan 12, 2004

ITEM	SCHED	DESCRIPTION	CITY	UNIT	CONTRACT PRICE	TOTAL CONTRACT	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% DOLLARS COMPLETE
<b>CONSTRUCTION</b>													
<b>Steetscape Sch. 3 "South"</b>													
601		IRRIGA SYS. COMPLETE		1	LS	\$15,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
602		60" SQ TREE GRATE		11	EA	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
603		4" PVC SCH 40 SUBDRAIN SYS		544	LF	\$22.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
604		RED OAK, 200 GAL		11	EA	\$1,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
610		4" 3000# CONC SUBRAE, SW		16379	SF	\$2.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
611		GLEN-GARY RED BRICK PAVER MATLS DEL TO		16379	SF	\$3.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
612		FURN & PLACE BEDD MATLS & BRICK PAVERS		16379	SF	\$2.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
613		TRUNCATED DOME PAVERS ON NEW RAMPS		70	SF	\$7.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
614		CONC RETAIN WALL, BACKFILL & DRAINS		66	CY	\$425.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
615		BIKE RAIL ON RETAIN WALL		51	LF	\$100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>						\$234,759.25		\$0.00		\$0.00		\$0.00	



Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Jan 12, 2004

ITEM	SCHED	DESCRIPTION	WESTER CITY	UNIT	QUANTITIES THROUGH		CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% DOLLARS COMPLETE	
					QTY	PRICE									
<b>Signalization Imp. Sch. 4 "South"</b>															
701		TS-2 CABINET & SIG CTRL		EA	1		\$14,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
702		TRAFF SIG CTRL FOUNDATION		EA	1		\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
703		TY C PULL BOX W/COND APRON		EA	4		\$450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
704		ELECT CONDUCTOR #6 XHHW WIRE, POWER		LF	1211		\$1,211.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
705		ELECT CONDUCTOR #6 AWG CU WIRE, GRND		LF	717		\$717.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
706		TRAFF SIG CABLE, 16 COND, #14 CABLE		LF	430		\$1,720.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
707		TRAFF SIG CABLE, 18 AWG, VIDEO CABLE		LF	430		\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
708		TRAFF SIG CABLE, #18 AWG CU WIRE		LF	430		\$430.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
709		PVC CONDUIT W/EMBED, 3"		LF	18		\$19.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
710		PVC CONDUIT W/EMBED, 4"		LF	630		\$4.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
711		ECONOLITE MFP SOLOPRO VIDEO DETECTION		EA	222		\$17.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
712		TY 38-A TRAFF SIG FOUND		EA	4		\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
713		TY 48-A TRAFF SIG FOUND		EA	2		\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
714		INTERNAL LIGHT ST NAME SIGNS		EA	4		\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
715		PED SIG W/COUNTDOWN LED		EA	8		\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
716		STL TRAFF SIG POLE ASSY, 1 ARM, 36"		EA	1		\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
717		STL TRAFF SIG POLE ASSY, 1 ARM, 40"		EA	1		\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
718		STL TRAFF SIG POLE ASSY, 1 ARM, 40"		EA	1		\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
719		STL TRAFF SIG POLE ASSY, 1 ARM, 50"		EA	1		\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
720		STL TRAFF SIG POLE ASSY, 1 ARM, 55"		EA	1		\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
721		PED DETECTOR PUSH BUTTON		EA	8		\$125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
722		12" LED RED TRAFF SIG LAMP		EA	13		\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
723		12" LED YEL TRAFF SIG LAMP		EA	13		\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
724		12" LED GRN TRAFF SIG LAMP		EA	13		\$200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
725		12" LED GRN & YEL ARROW TRAFF SIG LAMP		EA	4		\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
726		F81 OPTICOM		EA	4		\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
							TOTALS THIS PAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
							TOTALS THIS PAGE	\$123,911.00							

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Jan 12, 2004

ITEM	SCHED	DESCRIPTION	QTY	UNIT	QUANTITIES THROUGH		PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	SQUANT TO DATE	SCHEDULE DATE	PERCENT COMPLETE
					CONTRACT	TOTAL							
<b>CONSTRUCTION</b>													
801		METER SOCKET BASE	2	EA	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
802		ENCLOS TO SUPPORT METER, PANEL, CONTA	1	EA	\$3,500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
803		SERV GRND	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
804		PANEL BRD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
805		ENCLOS & CONTACTOR	1	EA	\$900.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
806		7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
807		PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
808		2" GRC ELBOW	20	EA	\$17.00	\$340.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
809		2" PVC SCH 40 CONDUIT	530	LF	\$3.00	\$1,590.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
810		2" PVC SCH 40 CONDUIT W/PULL ROPE	620	LF	\$3.00	\$1,860.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
811		2" GRC CONDUIT	40	LF	\$7.00	\$280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
812		3" GRC ELBOW	2	EA	\$13.00	\$26.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
813		3" PVC SCH 40 CONDUIT W/EMBED	370	LF	\$3.00	\$1,110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
814		3" GRC CONDUIT	15	EA	\$4.00	\$60.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
815		HI COMPRESSION TAP	36	EA	\$15.00	\$540.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816		#10 AWG CONDUCTOR	10	LF	\$0.50	\$5.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817		#08 AWG CONDUCTOR	1500	LF	\$0.75	\$1,125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
818		NO ITEM	0		\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
819		NO ITEM	0		\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820		STL LIGHT PULL BOX	4	EA	\$250.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
821		PED POLE LIGHT FOUND	7	EA	\$500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
822		PED LIGHT POLE & LUM FIXTURES, 2 EA	2	EA	\$5,700.00	\$11,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
823		VEHICULAR POLE LIGHT FOUND	2	EA	\$5,000.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
824		VEHICULAR POLE & SGL LUM	2	EA	\$3,000.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
825		30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>						\$50,861.00		\$0.00		\$0.00		\$0.00	

DATE: 4/1/2004  
ESTIMATE: 3

**Town Of Addison**

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Jan 12, 2004

ITEM	SCHED	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QTY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT	% DOLLARS COMPLETE
<b>CONSTRUCTION</b>													
1		CO #1 Fire Lane	LS	1	\$101,587.00	\$101,587.00	0.00	\$0.00	0.75	\$76,190.25	0.75	\$76,190.25	75.0%
2						\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
3						\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
4						\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
						TOTALS THIS PAGE	\$101,587.00	\$0.00	\$76,190.25	\$76,190.25		\$76,190.25	
						GRAND TOTAL	\$2,638,666.50	\$734,624.50	\$583,181.75	\$1,316,305.25		\$1,316,305.25	49.9%

# Application and Certificate For Payment

**To Owner:** Town Of Addison  
16801 Westgrove Drive  
Addison, TX 75001

**From (Contractor):** Site Concrete  
3340 Roy Orr Blvd  
Grand Prairie, Texas 75050  
**Fax:** (972) 513-0661  
**Phone:** (972) 313-0733

**Project:** Spectrum Dr. North/ South Extension #04 Application No.: 3

**Contract Start:** 1/12/2004 **Period to:** 4/1/2004

**Calendar Days:** 210 (incl any by change order) **Date:** 4/1/2004

**Contract Close:** 8/9/2004 **Project No.:** 23-144

**Contractor's Application For Payment  
Change Order Summary**

Number	Description	Date Approved	Time Change	Additions	Deductions
1	Fire Lane			\$182,812.00	\$81,225.00
<b>Totals</b>			0	\$ 182,812.00	\$ 81,225.00
<b>Net change by Change orders</b>				\$ 101,587.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Original contract sum:** \$2,638,566.50

**Net change by change orders:** \$101,587.00

**Contract sum to date:** \$2,740,153.50

**Total Completed and stored to date:** \$1,316,306.25

**5.0% Retainage:** \$65,815.31

**Total earned less retainage:** \$1,250,490.94

**Less previous certificates of payments:** \$697,893.28

**Contractor:** \_\_\_\_\_

**By:** Site Concrete \_\_\_\_\_ **Date:** \_\_\_\_\_

**State of:** \_\_\_\_\_ **County of:** \_\_\_\_\_

Subscribed and Sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2003

**Notary Public:** \_\_\_\_\_

**My Commission Expires:** \_\_\_\_\_

**Current payment due** \$552,597.66

**Balance to finish including retainage** \$1,489,662.56

**Inspector's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the Amount Certified.

**Inspector:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By:** Dave Wilde, Town of Addison  
Assistant City Engineer

**By:** Steven Chutehlan, Town of Addison **Date:** \_\_\_\_\_

**Amount Certified:** \$ \_\_\_\_\_



TOWN OF  
**ADDISON**

**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

*Addison 50!*

50 YEARS OF FUN!

(972) 450-2871 FAX (972) 450-2837

16801 Westgrove

## Spectrum Road Grand Opening

December 17, 2004

Please Sign....

1. MARK ACEVEDO
2. Hamid Khalghipour
3. Chris Keffy
4. Jim Furr
5. Steve Chutcher
6. Phyllis Silver
7. ~~Phyllis Silver~~ Julie Milburn
8. Noel Wilson
9. JIM + JANE Christensen
10. Ghe Ghe Dai
11. Jim Nieman
12. Mario Canyenas
13. ~~Jim Nieman~~
14. CORNER MURPHY
15. JENNY NICKENROCK
16. ~~Jenny Nickenrock~~ Sus Ellen
17. JOE ANGELOSE
18. James Dore
19. Pat Murphy
20. Mary Malley
21. John White
22. Jo White
23. Val Watson
24. Clayton Nalley
25. David Watson



TOWN OF  
**ADDISON**

**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

*Addison 50!*

50 YEARS OF FUN!

(972) 450-2871 FAX (972) 450-2837

16801 Westgrove

# *Spectrum Road Grand Opening*

December 17, 2004

*Please Sign...*

26. *Gravin Nalley*

27. *Pavi Nalley*

28. *Anita Watson*

28. *Claire Nalley*

30. *David Botello*

31.

32.

33.

34.

35.

36.

37.

38.

39.

40.

41.

42.

43.

44.

45.

46.

47.

48.

49.

50.



TOWN OF  
**ADDISON**

**PUBLIC WORKS DEPARTMENT**

Post Office Box 9010 Addison, Texas 75001-9010

*Addison 50!*

50 YEARS OF FUN!

(972) 450-2871 FAX (972) 450-2837

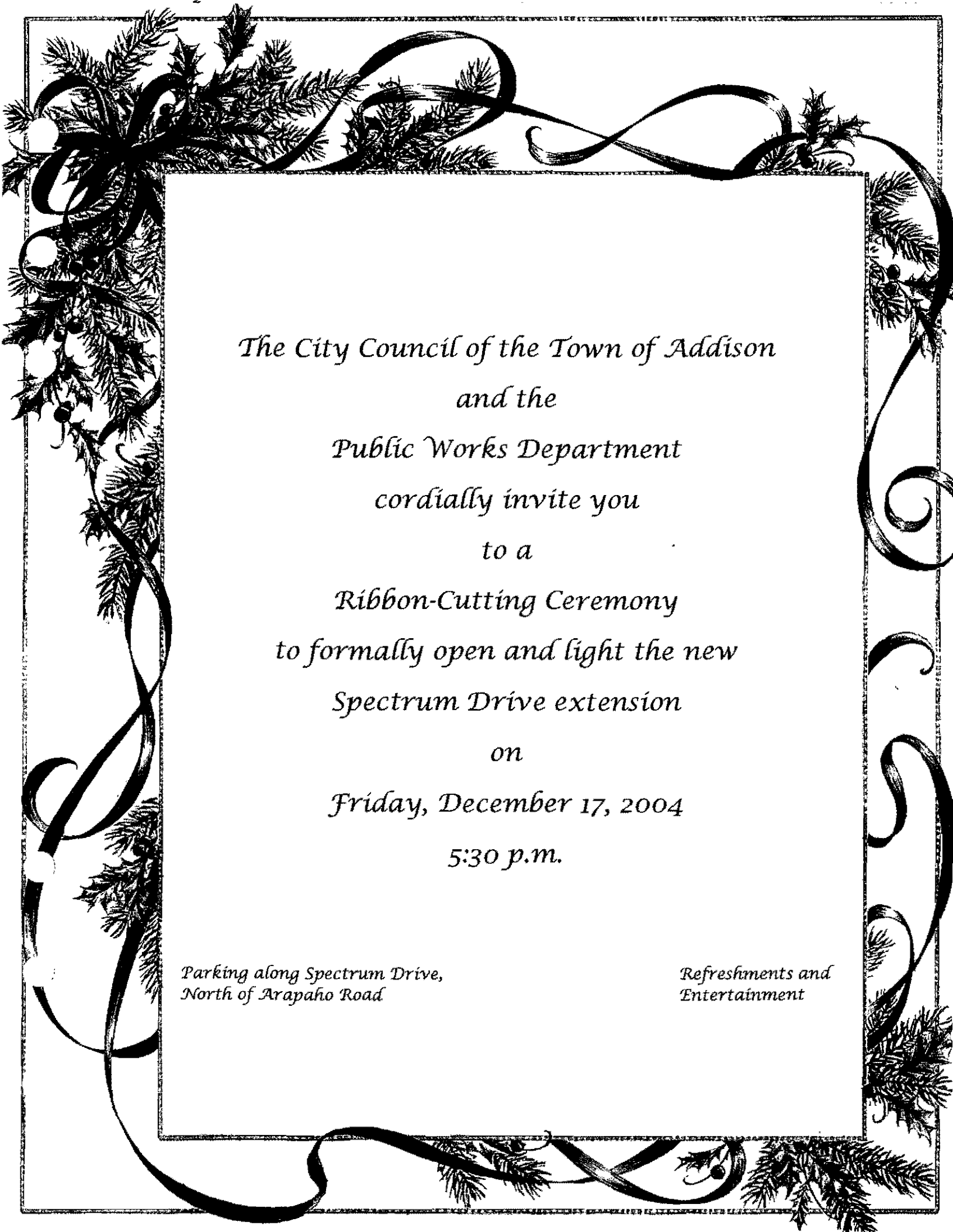
16801 Westgrove

## *Spectrum Road Grand Opening*

December 17, 2004

*Please Sign ...*

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.



*The City Council of the Town of Addison  
and the  
Public Works Department  
cordially invite you  
to a  
Ribbon-Cutting Ceremony  
to formally open and light the new  
Spectrum Drive extension  
on  
Friday, December 17, 2004  
5:30 p.m.*

*Parking along Spectrum Drive,  
North of Arapaho Road*

*Refreshments and  
Entertainment*



**Sue Ellen Fairley**

**From:** OliphantPR@aol.com  
**Sent:** Friday, December 03, 2004 3:04 PM  
**To:** Sue Ellen Fairley; Jenny Nicewander  
**Subject:** Spectrum Invite list

Sue Ellen,

Wasn't sure you could read our scribbled notes from our meeting with Chris today so thought I'd translate additions to the invite list:

- P.O. Box 667, Addison 75001
- CA Board of directors 9-233-2833 CARROLLTON 75006
- Metrocrest Chamber Board of Directors 214-416-6600 1204 Nutcracker DR
- X Owner and property manager (s) for Millennium building, Aventura and Post Properties 214 416 6600
- X City Homes representative CENTEX
- X County Commissioner Jim Jackson and his soon-to-be replacement, Maurine Dickey - 2311 Joe Field Rd. DALLAS 75229
- X Whoever you work with at DART
- X North Dallas Chamber of Commerce President Steve Taylor and Vice President Carol Short 10707 PRESTON RD. DALLAS 75230

I need complete names and addresses for all non-Addison folks. Staff and Council will go through internal mail.

Chris would like the invitations out Monday or Tuesday.

THANKS!

**SITE CONCRETE, INC.**  
 3332 Roy Orr • Grand Prairie, Texas 75050-4207

Jesse Lopez  
 Utility Foreman

Mailing Address: *214-226-1211*  
 Box 154489  
 Irving, Texas 75015-4489  
 (972) 313-0733

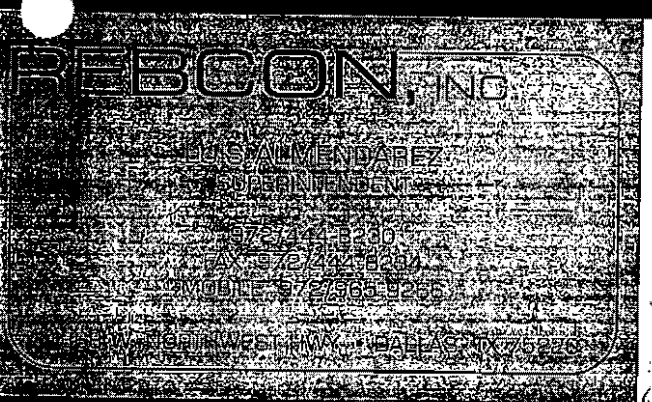
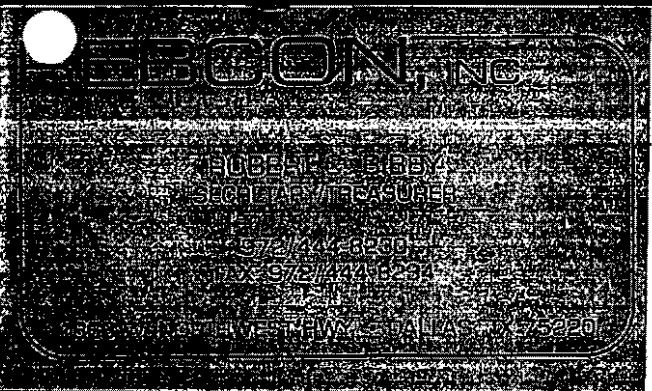
Pager: (972) 327-3987

**SITE CONCRETE, INC.**  
 3332 Roy Orr • Grand Prairie, Texas 75050-4207

Jason Finkenbiner

Mailing Address: *Bryan Piper 214-226-1822*  
 Box 154489  
 Irving, Texas 75015-4489  
 (972) 313-0733

Pager: (972) 324-0036  
 Mobile: (972) 979-8512



**CONSTRUCTORS**  
 General Contractors/Construction Managers

Carson Coleman  
 Project Superintendent

*write to Lay Hargis or*

Constructors & Associates, Inc.  
 3333 Welborn Street • Suite 200 • Dallas, TX 75219  
 Tel: 214.520.3353 • Fax: 214.520.0413  
 Mobile: 214.878.2225  
 Email: ccoleman@constructorsworld.com

**TIM KEIERLEBER**

PHONE: 214.565.1074  
 CELL: 214.354.1902  
 FAX: 214.565.1081  
 TIM@MELSELECTRIC.COM

1810 SOUTH AKARD ST.  
 DALLAS, TEXAS 75215

**OUTDOOR LIGHTING & TRAFFIC SIGNAL CONSTRUCTION**

**JOHNNY HEINE**

PHONE: 214.565.1074  
 PAGER: 214.967.4106  
 CELL: 214.202.5694  
 FAX: 214.565.1081  
 JOHNNY@MELSELECTRIC.COM

1810 SOUTH AKARD ST.  
 DALLAS, TEXAS 75215

**OUTDOOR LIGHTING & TRAFFIC SIGNAL CONSTRUCTION**

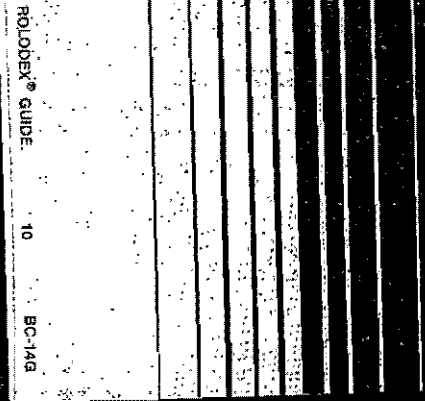
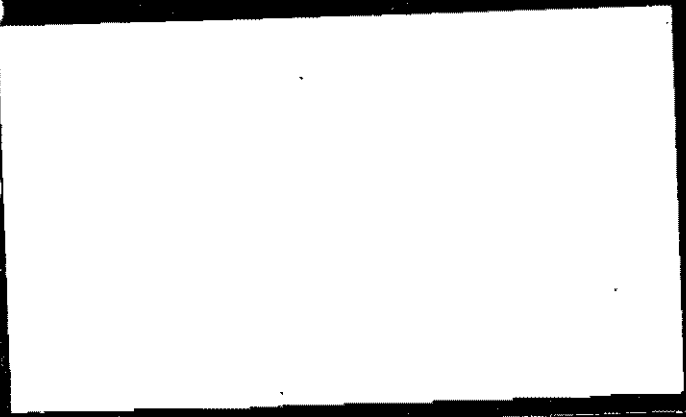
James F. Duffy

3887 Ridgelake Court  
Addision, Texas 75001

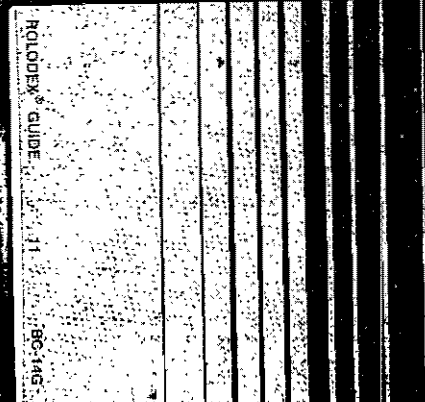
972.241.2816 • Fax 972.406.1146  
jfdgroup@flash.net

**RCL** SPECTRUM  
Railroad Controls Limited  
Comprehensive Signal & Communication Services  
Scott Booker, P.E. X  
Project Engineer  
7473 Pembroke Parkway  
Bentrock, Texas 76126  
(817) 307-6307 Mobile  
booker@railroadcontrols.com  
www.railroadcontrols.com

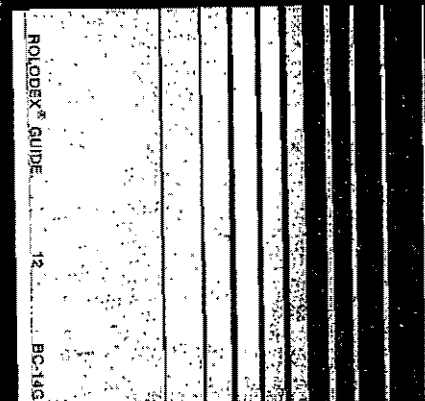
**RCL** Mike Woods  
4/13/03  
Railroad Controls Limited  
Comprehensive Signal & Communication Services  
Roger Lemons X  
Assistant Central Region Manager  
7473 Pembroke Parkway  
Bentrock, Texas 76126  
(817) 602-8288 Mobile  
lemons@railroadcontrols.com  
www.railroadcontrols.com



S



U  
V  
W



X  
Y  
Z

# RODMAN

POWER AND  
COMMUNICATIONS LLC

**JAMES BOLLIER**  
Vice President

Mobile 469-446-4125

Office 972-335-4510 Fax 972-335-4844  
P.O. Box 957 • 6831 Ash St. • Frisco, TX 75034

## HNTB ARCHITECTS ENGINEERS PLANNERS

The HNTB Companies

5910 W. Plano Parkway, Suite 200  
Plano, Texas 75093  
(972) 661-5626  
FAX (972) 661-5614  
E-MAIL [astoddard@hntb.com](mailto:astoddard@hntb.com)

ANGELA M. STODDARD, P.E.

### Dallas / Fort Worth Metro

ITEX  
HOMES®

**ERIC ZIMMERMANN**  
Contract Administrator

Direct: (972) 417-0357 Main: (972) 417-3562  
Fax: (972) 417-0422 2800 Surveyor Blvd., Bldg. 1  
Mobile: (214) 837-7398 Carrollton, Texas 75006  
[ezimmermann@centexhomes.com](mailto:ezimmermann@centexhomes.com)

FOX & JACOBS  
HOMES®

CITY HOMES®

## HNTB ARCHITECTS ENGINEERS PLANNERS

The HNTB Companies

14 Galloping Road  
Round Rock, Texas 78681  
(512) 744-9082  
FAX (512) 248-9940  
MOBILE (512) 423-9537  
E-MAIL [mebeling@hntb.com](mailto:mebeling@hntb.com)

MICHAEL W. EBELING, P.E.  
Director of Construction Services

## CENTEX HOMES

DALLAS / FORT WORTH REGION

**ROBERT POOLE**  
Director-Land Development

Direct: 972.417.0358  
Mobile: 972.839.8776  
Fax: 972.417.0422  
[rpoole@centexhomes.com](mailto:rpoole@centexhomes.com)

Office: 972.417.3562  
2800 Surveyor Boulevard  
Carrollton, TX 75006

**BILL SAMMONS**  
Project Superintendent

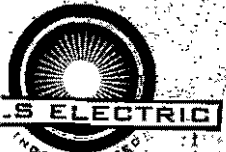
Jobsite address:  
Greenhill School Project  
4165 Spring Valley Road  
Addison, Texas 75001  
(972) 628-5798  
fax: (972) 628-5799  
cell: (972) 877-3448  
e-mail: [bill@andresconstruction.com](mailto:bill@andresconstruction.com)

  
**ANDRES  
CONSTRUCTION  
SERVICES**

**PAT SEAY**

PHONE: 214.565.1074  
FAX: 214.967.4112  
CELL: 214.202.5692  
FAX: 214.565.1081

1810 SOUTH AKARD ST.  
DALLAS, TEXAS 75215



OUTDOOR LIGHTING & TRAFFIC SIGNAL CONSTRUCTION

"...to God be the Glory"

FRANK COCKRELL

214-280-1612

**BATTSON**  
CONTRACTING Co., INC.  
UTILITY CONSTRUCTION

201 N. Kealy  
Lewisville, Texas 75057

(972) 353-9009  
FAX (972) 420-1705



**AMERICAN  
LANDSCAPE  
SYSTEMS**

*Professional Landscape/Irrigation Management*

**Joseph T. Angelone**  
TX LI #6959

2314 Glenda Lane • Dallas, Texas 75229  
O. 972-484-5858 • Fax 972-484-7470  
jta@americanlandscapesystems.com/ X

hswann@sbcglobal.net

**RKM Utility Services Inc.**  
HAROLD SWANN

2512 Glenda Lane  
Dallas, TX 75229

Office: (972) 241-2621  
Fax: (972) 241-2624



**AMERICAN  
LANDSCAPE  
SYSTEMS**

*Professional Landscape/Irrigation Management*

**James T. Doyle**  
Tx Li #8706; BPAT Li #8198

2314 Glenda Lane • Dallas, Texas 75229  
972-484-5858 • Fax 972-484-7470  
jdoyle@americanlandscapesystems.com X

Cell: (214) 507-8465

**RKM Utility Services Inc.**  
KARL KOBLE

2512 Glenda Lane  
Dallas, TX 75229

Office: (972) 241-2621  
Fax: (972) 241-2624

**WT WATER TAPS**  
**(817) 996-TAPS (8277)**



P.O. Box 161521  
Ft. Worth, TX 76161

Will Polser  
Ted Polser

214 629 3928  
SHORTY

**PROFESSIONAL INLINE SERVICES, INC.**

We Aim To Please!

**Loretta Wallenbecker**  
*T.V. Inspection, Testing & Lasers*  
*Vactor Cleaning & Safety Equipment*

P.O. Box 118095  
Carrollton, TX 75011-8095  
Office 972-939-2600

Fax 214-731-0535  
Mobile 214-534-9942  
Beeper 214-249-2309



801 E. Campbell Road  
Suite 100  
Richardson, TX 75081  
Main 972.231.4505  
Pager 972.558.6448  
Mobile 972.989.9987  
Fax 972.231.5042  
www.bellwayco.com

Archie Simons  
Chief Engineer  
asimons@bellwayco.com

*Payless Site 12/13/01*

**Claudia Ferrara, CPM®**  
Property Manager

15455 N. Dallas Parkway, Suite 175  
Addison, Texas 75001

Tel 214 323 2000 · Fax 214 323 2005  
cferrara@rreef.com  
www.rreef.com



X

**DB Real Estate**  
A Member of the Deutsche Bank Group

*on cell  
paper*  
**Addison!**  
*gate code  
\*20163*

*972-593-  
7241*

**Mia Flannery**  
Office Administrator

972-392-4850 Main  
972-392-4851 Direct  
972-788-9334 Fax  
mflannery@staubach.com

4651 Airport Parkway  
Addison, Texas 75001

**Glenda Lee**

15455 N. Dallas Parkway, Suite 175  
Addison, Texas 75001

Tel 214 323 2000 · Fax 214 323 2005  
glenda.lee@rreef.com  
www.rreef.com



✓

**DB Real Estate**  
A Member of the Deutsche Bank Group

**Addison!**  
*Airport*

**Dave Foster**  
Operations and Maintenance Manager

*214-683-7523*

*on  
4851 (Heather)*

4651 Airport Parkway  
Addison, Texas 75001  
Fax 972-788-9334  
Direct Line 972-392-4852  
dave.foster@staubach.com

**Stuart Robison**  
Operations

15455 N. Dallas Parkway, Suite 175  
Addison, Texas 75001

Tel 214 323 2000 · Fax 214 323 2005  
stuart.robison@rreef.com  
www.rreef.com



X

**DB Real Estate**  
A Member of the Deutsche Bank Group

**Addison!**  
*Airport*

**Luis E. Elguezabal, C.M.**  
Assistant Director

4651 Airport Parkway  
Addison, TX 75001  
972-392-4850  
Fax 972-788-9334  
Direct Line 972-392-4861

**Phone**      **Fax**      **E-Mail**

**LISA PYLES**  
19051 Addison Road, #120  
Addison, Texas 75001  
Addison Airport

(972) 392-4955    (972) 788-9314    lisa.pyles@wint.com

**ANNE CREWS**  
15231 North Dallas Parkway  
Addison, Texas 75001  
Mary Kay, Inc.

(972) 687-5728    (972) 687-1613    a@marykay.com

**GLORIA EPPIG**  
16001 Dallas Parkway  
Addison, Texas 75001  
MBNA

(469) 261-4558    (469) 281-4887    gloria.eppig@mbna.com

**CAROLYN BEEBE**  
15435 North Dallas Parkway, Suite 100  
Addison, Texas 75001  
FROST BANK

(214) 515-4957    (214) 515-4810    carolyn.beebe@frostbank.com

**BILL WALLACE**  
10201 Dallas Parkway  
Suite 1159  
Addison, Texas 75001  
WALLACE FINANCIAL GROUP

(214) 426-0165    (214) 426-0175    bill@wallacefinancialgroup.com

**MIKE BROWN**  
2309 Springlake Road  
Suite 630  
Dallas, Texas 75214  
MBC CORPORATION

(214) 247-0035    (214) 241-0739    mbrown@mbcc.com

**HOLLY CANTERBURY**  
P. O. Box 567  
Addison, Texas 75001  
Holly Fabrication

(972) 247-3338    (972) 247-6051    hcanthbe@aol.com

**JERRY GRAY**  
8115 Eton Drive  
Richardson, Texas 75080

(972) 740-4726    jgray@comcast.net

**DIRECTORS EMERITUS**

**Phone**      **Fax**      **E-Mail**

**CHARLES B. HEATH**  
209 Professional Plaza I  
One Medical Parkway, Suite 200  
Fannin Branch, Texas 75236  
Metropolitan Hospital Authority

(972) 247-8093    (972) 247-8095    cheath@mhba.org

**ROBERT MAYER, JR.**  
P. O. Box 916  
Addison, Texas 75001

(972) 248-1212    (972) 248-1200    rmayer@ajp.org

**DARYL N. SNADON**  
15280 Addison Road, Suite 390  
Addison, Texas 75001  
Beltway Development Company

(972) 661-1011    (972) 385-8039    dughies@bwhwyco.com

**SAN STUART**  
4805 Clate Chemaur  
Addison, Texas 75001  
Addison Airport of Texas, Inc.

(972) 248-1733    (972) 248-2415    needmorewine@hotmail.com

**ADDISON BUSINESS ASSOCIATION  
BOARD OF DIRECTORS  
2004**

Phone Fax E-Mail

**JEANNE HOOKER - President**  
14307 Wesley Lane  
Fairfax Branch, Texas 75234  
Dreco

(972) 888-1302 (972) 888-1304 jhooker1@comcast.net

**JEFF PARKHURST - Vice President**  
14785 Preston Road, Suite 550  
Dallas, Texas 75240  
LPL Financial

(972) 768-5105 (972) 789-5107 jeffrey.parkhurst@LPL.com

**LARRY McCALLUM - Secretary**  
4560 Bell Line Road, Suite 330  
Addison, Texas 75001  
Law Offices of Robert L. McCallum

(972) 233-2831 (972) 233-3093 lmcocal@lplfinancial.com

**BEN CUNNINGHAM - Treasurer**  
P. O. Box 630561  
Dallas, Texas 75265-0561  
Compass Bank

(972) 735-3599 (972) 735-3516 ben.cunningham@compassbank.com

**LARRY BYRD**  
P. O. Box 306  
Addison, Texas 75001  
All-Plastics Welding, Inc.

(972) 238-2886 (972) 238-2255 byrdl@all-plastics.com

**CORKY PLEDGER**  
4214 Breacon Bay Circle  
Dallas, Texas 75227

(972) 248-7694 (972) 257-6797 cpinedcor@aol.com

**THERON RUSSELL**  
2717 Belt Line Road, Suite 113  
Carrollton, Texas 75006  
Fest-Flags

(972) 418-5779 (972) 416-4248 theron.russell@festflags.com

**DUSTY SMITH**  
15255 Quorum Drive  
Addison, Texas 75001  
Springhill Suites

(972) 774-1010 (972) 774-1011 dusty.smith@springhill.com

**CRAIG BEVIL**  
P. O. Box 650561  
Dallas, Texas 75265-0561  
Compass Bank

(214) 706-6028 (214) 880-8603 craig.bevil@compassbank.com



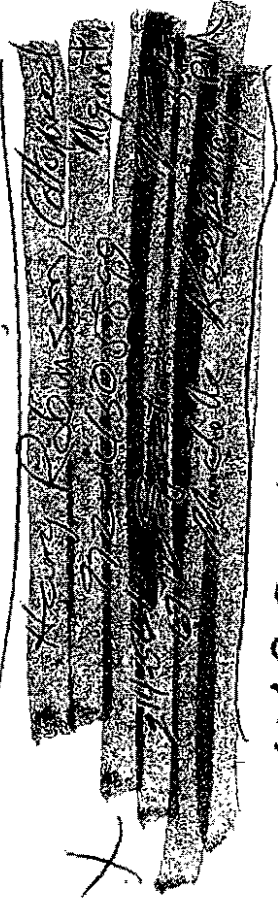
PROPERTY MP ANER  
POST APARTMENT HOMES  
5040 ADDISON CIRCLE  
SUITE 300  
ADDISON TX 75001  
972-857-3200

9/21/04 / Jordan Eley  
Bedman  
214-908-3016

9/22/04  
John  
AW  
7:50 AM

of. 9 361 0062  
Cell 2

Pressure test 8"



MADISON

APRILY ROBINSON  
& MICHELLE KEEAENING  
COTTONWOOD MAINT  
C/O THE MADISON  
15851 DALLAS PARKWAY  
ADDISON, TX

Spectrum Drive  
Town Council and Mayor

- Ron Whitehead
- Slade Strickland
- Mike Murphy
- Jim Pierce
- Steve Chutchian
- Jenny Nicewander
- Robin Jones
- Jerry Davis
- Dave Wilde
- Jose Flores
- Al Dent
- Carmen Moran
- Lea Dunn
- Chris Terry
- Mario Canizares
- Les Folse
- Lynn Chandler
- Hamid Khaleghipour
- Shanna Sims
- Minok Suh
- Randy Moravec
- Bryan Langley

- Maureen Aickey
- Jackson, Jim
- DART

Liz Oliphant  
Bryan Piper

- X Site Concrete ✓
- X RCL ✓
- X Mels Electric ✓
- Post
- X Millinium R Reef
- Madison
- X Irrigation Contractor ✓
- X Centex

3340 Roy Orr Blvd Grand Prarie Tx 75050-4207

BRYAN  
PIPER

ABA Board (10-12)

Metra Chamber Board (15-20)

~~Millinium bldg. rep.~~

+ Maureen Deaky / Jim Jackson (County Commission)

+ DART

NDades Chamber & Steve Taylor (Pres) & Carol Short (V.P.)

DATE SUBMITTED: June 11, 2004  
FOR COUNCIL MEETING: June 22, 2004

**Council Agenda Item:**

**SUMMARY:**

This item is for the award of contract to Mels Electric, L.P., in the amount of \$319,700.00, to furnish and install steel street and pedestrian light poles, and luminaries on the Spectrum Drive Construction Project.

**FINANCIAL IMPACT:**

Budgeted Amount: \$3,100,000

Cost: \$319,700.00

Source of Funds: Funds are available from the FY 2002 General Obligation Bond Program (Spectrum Drive), and residual funds from Inwood/S. Quorum and Addison Road Widening Projects.

**BACKGROUND:**

Construction of Spectrum Drive North/South improvements is currently underway. The portion of Spectrum Drive, from Morris Avenue to Airport Parkway, is a continuation of the second phase of the Addison Circle project. Spectrum Drive is also being extended south, from the DART railroad right-of-way to Arapaho Road. The design of a Quiet Zone at the railroad crossing and streetscape improvements are also included in the project. The contractor, Site Concrete, Inc., has completed the majority of the roadway construction and will perform the installation of concrete foundations and associated electrical items for the installation of street and pedestrian light poles. However, the Town worked with a lighting consultant to develop a new design for street and pedestrian lights (see attached drawing) that are scheduled for implementation on Spectrum Drive and subsequently on Addison Road and Arapaho Road. The new light poles will provide an enhanced aesthetic look within the proposed streetscape design and optimum lighting coverage within the entire street right-of-way.

Attached is a bid tabulation for this project. Bidders were given the opportunity to bid on both aluminum and steel poles for the street and pedestrian lights. Mels Electric, L.P. submitted the lowest bid for steel poles, in the amount of \$319,700.00, and 130 calendar days for delivery and installation. Due the exclusive nature of this project, the Town only received two bids for consideration. Accordingly, the Town has already approved a change order with the principal contractor on Spectrum Drive for the deduction of costs for installing standard "shoe-box" type poles. The amount of the change order directly

related to the street and pedestrian lights is approximately \$130,787. As a result, the affect of this bid for new light poles results in a net increase to the total project cost of \$188,913. Upon completion of the light pole foundations by Site Concrete, Inc., the new poles will be installed in place and electrical connections finalized by Mels Electric, L.P.

**RECOMMENDATION:**

Staff recommends that Council authorize the City Manager to enter into a contract with Mels Electric, L.P., for furnishing steel street and pedestrian light poles, and luminaries, in the amount of \$319,700.00.

### **Addendum No. 1**

The contractor is required to submit a bid for the aluminum type street light and pedestrian light, as specified in the original contract documents. In addition, the contractor shall also submit a bid for steel type street and pedestrian lights, with identical outside appearance, dimensions, fixtures, and electrical components. A contract will be awarded to the lowest responsive bidder, for either the aluminum or steel type lights. The contractor shall also submit a delivery schedule and indicate the total number of calendar days required to complete delivery and installation of all lights. In addition, the contractor shall submit design specifications for the proposed steel type street and pedestrian lights with the bid, and shall be subject to approval by the Town of Addison.

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 9/15/04

Claim # \_\_\_\_\_

Check \$ 12,000.00

Vendor No, \_\_\_\_\_  
 Vendor Name EXPLORER PIPELINE  
 Address P.O. BOX 2650  
 Address TULSA, OK. 74101-2650  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	58110	05301		12,000.00

TOTAL # 12,000.00

EXPLANATION PIPELINE IMPROVEMENTS ON SPECTRUM DRIVE.

Steve Chutekian  
Authorized Signature

\_\_\_\_\_  
Finance



P. O. BOX 2650  
TULSA, OK 74101-2650  
918.493.5172

Mr. Steve Chutchian  
16801 Westgrove Drive  
Addison, TX 75001-5190

Date: August 9, 2004

Invoice No. 5996

Total: \$ 12,000.00

---

We invoice you \$12,000.00 for pipeline adjustment to accommodate Spectrum Road.

Invoice total: \$ 12,000.00

*to pay!*  
*O.K. see*  
*9/15/04*

Summary of Invoice for Spectrum Road Excavation and Inspection

<b>Company/Contractor</b>	<b>Description of Work</b>	<b>Amount</b>
Site Concrete	18" Storm Sewer Repair	\$ 5,000.00
Driver Pipeline	Excavation and Inspection	\$ 75,926.88
IRIS	Non Destructive Testing	\$ 1,028.50
Cleveland Inspection	Third Party Inspection	\$ 8,774.50
DART	Protection/Flagging	\$ 9,250.00
	<b>Total</b> —————>	<b>\$ 99,979.88</b>



# SITE CONCRETE, INC.

## Invoice

To: Explorer Pipeline  
6846 S. Canton Dr.  
Tulsa, OK 74136  
918-493-5172 Fax 918-493-5148

07/08/04  
Site Job # 23-144  
Addison Bid # 04-03

Attn: Patrick Nwakoby

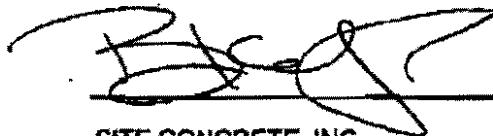
This is an Invoice for the following described work:

**LOCATION:** Storm Sewer Repair @ Spectrum Dr. Railroad Crossing

DESCRIPTION

<b>Approach @ Railroad Crossing:</b>					
Repair and/or Replace 100' of 18" RCP	APPROX.	1	LS @	\$5,000.00 EA	\$5,000.00
and 1 (one) Type B Headwall					
				<b>Total Invoice:</b>	\$5,000.00

**NOTE:** Work is completed as planned, Invoiced per Patrick Nwakoby on 7-8-04 at 8:25 central time



SITE CONCRETE, INC.  
3340 ROY ORR BOULEVARD  
GRAND PRAIRIE, TEXAS 75050-4207  
972-313-0733 FAX #972-513-0825  
ESTIMATING FAX #972-513-0661

AFE 5947 loc 231 + 2,500.00  
 AFE 5996 → \$2,500.00  
 LOC 231  
 PAN 7/13/04

7/16/04 Leith V. [Signature]

June 30, 2004

Explorer Pipeline Company  
P. O. Box 2650  
Tulsa, Oklahoma 74101

Attn: Mr. Patrick Nwakoby



Driver Pipeline Co., Inc.  
2019 Ruder  
Dallas, Texas 75212-5542  
(214) 638-7131  
(214) 638-7136 Fax

INVOICE NO. 80126

Contract No. OC-440 AFE: 5996 <p style="text-align: center;"><u>SPECTRUM DRIVE - EXPOSED RECON</u></p> Location: McEntire and Spectral, Addison, TX.  Excavate 12" pipeline for inspection and make necessary repairs as directed by Explorer representative, backfill and compact ditchline.	
Total Labor and Eqt. Charges as per attached backup Sales Tax 8.25%	67,462.95 5,565.69
Total Third Party Charges as per attached backup 15% Handling Charge on Third Party Sales Tax 8.25% on Handling	676.07 101.41 8.37
<p>           AFE 5947 → \$63,614.49            AFE 5996 → \$10,200.00            LOC 231            PAN            7/13/04         </p> <div style="border: 1px solid black; padding: 5px; display: inline-block;">           ENGINEERING DEPT.            APPROVED FOR PAYMENT            DIR. CC/MS DATE 7/22/04 <i>Keith V. M...</i>            VICE PRES OF DATE         </div> <p>20 days May 26 - June 25 →</p> <p>HALLMARK CREW BY GARY ARMSTRONG</p>	
INVOICED BY: <i>[Signature]</i>	TOTAL \$73,814.49

RECOMMENDED: \_\_\_\_\_  
RECOMMENDED: \_\_\_\_\_

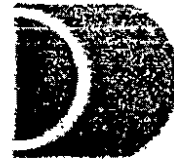
RECOMMENDED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_



July 7, 2004

Explorer Pipeline Company  
P. O. Box 2650  
Tulsa, Oklahoma 74101

Attn: Mr. Patrick Nwakoby



Driver Pipeline Co., Inc.  
2019 Ruder  
Dallas, Texas 75212-5542  
(214) 838-7131  
(214) 838-7138 Fax

INVOICE NO. 80126-02

<p>Contract No. OC-440 AFE: 5996</p> <p>Location: McEntire and Spectral, Addison, TX.</p> <p>Excavate 12" pipeline for inspection and make necessary repairs as directed by Explorer representative, backfill and compact ditchline. <i>June 30</i></p> <p>Final clean-up and demobilization.</p> <p>Total Labor and Eqt. Charges as per attached backup <span style="float: right;">1,951.40</span> Sales Tax 8.25% <span style="float: right;">160.99</span></p> <p>AFE 5947 → \$1,056.39 AFE 5996 → \$1,056.00 LOC 231</p> <p>PAN 7/13/04</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p>EXPLORER PIPELINE COMPANY APPROVED FOR INVOICE # 80126-02 DATE 7/22/04 <i>Jack V. Matthews</i></p> </div>	
INVOICED BY: <i>[Signature]</i>	TOTAL \$2,112.39

RECOMMENDED: \_\_\_\_\_  
RECOMMENDED: \_\_\_\_\_

RECOMMENDED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_

Date:	07/07/04								
Invoice No:	80126-02								
Co. Rep.:	Partick Nwakoby								
Work Order #:									
<b>Hourly Work - Labor</b>		<b>INVOICE</b>				<b>Unit</b>	<b>Total</b>		
<b>Item No.</b>	<b>Item Description</b>	<b>8/28</b>			<b>Qty</b>	<b>Rate</b>	<b>Cost</b>		
30	Superintendent	10.0			10	40.00	400.00		
140	Equipment Operator	10.0			10	26.00	260.00		
280	Labor	30.0			30	15.90	477.00		
180	Tandem Truck Driver	6.0			6	24.90	149.40		
<b>Total Labor Charges</b>							<b>1,286.40</b>		
<b>Hourly Work - Eqt.</b>						<b>Unit</b>	<b>Total</b>		
<b>Item No.</b>	<b>Item Description</b>	<b>8/28</b>	<b>1/0</b>		<b>Qty</b>	<b>Rate</b>	<b>Cost</b>		
330	3/4-Ton Pickup Truck	20.0			20	9.30	186.00		
370	1-Ton Crew Cab Truck				0	18.00	0.00		
350	1-Ton Truck	10.0			10	11.90	119.00		
490	Truck Tractor w/ Lowboy	6.0			6	60.00	360.00		
<b>Total Eqt. Charges</b>							<b>665.00</b>		
<b>Total Labor &amp; Eqt. Charges</b>							<b>1,951.40</b>		
<b>Sales Tax 8.25%</b>							<b>160.99</b>		
<b>Third Party Charges</b>									
<b>Item No.</b>	<b>Description</b>				<b>Total</b>	<b>Rate</b>	<b>Earned</b>		
					0.00	1.00	0.00		
					0.00	1.00	0.00		
							0.00		
<b>Total Third Party Charges</b>							<b>0.00</b>		
<b>15% Handling Charges</b>							<b>0.00</b>		
<b>Sales Tax 8.25% on Handling</b>							<b>0.00</b>		
<b>Total Invoice</b>							<b>2,112.39</b>		

**INVOICE** #6041862

Cleveland Inspection Services, Inc.  
PO Box 100  
6 Miles SE of Cleveland  
Cleveland, OK 74020  
(918) 358-3527

PAGE 1  
DATE 06/22/04  
ACCOUNT 14954  
SITE 70616

Explorer Pipeline Company  
Attn: P. R. Erlandsen  
P. O. Box 2650  
Tulsa, OK 74101-2650

ORIGINAL

Gary D. Armstrong

Chief Inspector  
5996

06/06/04 - 06/12/04

Rate 7 Day(s) @ 325.00 2,275.00

TOTAL COST FOR 06/06/04 - 06/12/04 2,275.00

*Invoice includes 7 days of per diem at \$125.00 per day,  
not exceeding current year federal per diem rate for lodging,  
plus meals and incidental expenses.*

06/13/04 - 06/19/04

Rate 7 Day(s) @ 325.00 2,275.00

TOTAL COST FOR 06/13/04 - 06/19/04 2,275.00

*Invoice includes 7 days of per diem at \$125.00 per day,  
not exceeding current year federal per diem rate for lodging,  
plus meals and incidental expenses.*

INVOICE TOTAL 4,550.00

Please remit payment to:

Cleveland Inspection Services, Inc.  
Dept # 1041  
Tulsa, OK 74182

<i>Lutz V. Watkins</i>	
EMPLOYMENT DEPT.	
APPROVAL FOR PAYMENT	
DR. DOWNS	DATE 7/2/04

~~to~~

Loc 231

AFE 5947

→ \$2275.00

AFE 5996

LOC 231

PAN

6/28/04

→ \$2275.00

**INVOICE** #6042025

Cleveland Inspection Services, Inc.  
PO Box 100  
6 Miles SE of Cleveland  
Cleveland, OK 74020  
(918) 358-3527

PAGE 1  
DATE 07/07/04  
ACCOUNT 14954  
SITE 70616

Explorer Pipeline Company  
Attn: P. R. Erlandsen  
P. O. Box 2650  
Tulsa, OK 74101-2650

Original

Gary D. Armstrong

Chief Inspector  
5996

06/20/04 - 06/26/04

Rate 7 Day(s) @ 325.00 2,275.00

TOTAL COST FOR 06/20/04 - 06/26/04 2,275.00

*Invoice includes 7 days of per diem at \$125.00 per day,  
not exceeding current year federal per diem rate for lodging,  
plus meals and incidental expenses.*

06/27/04 - 07/03/04

Rate 2 Day(s) @ 325.00 650.00

TOTAL COST FOR 06/27/04 - 07/03/04 650.00

*Invoice includes 2 days of per diem at \$125.00 per day,  
not exceeding current year federal per diem rate for lodging,  
plus meals and incidental expenses.*

INVOICE TOTAL 2,925.00

*Please remit payment to:*

Cleveland Inspection Services, Inc.  
Dept # 1041  
Tulsa, OK 74182

SAFE 5947 \$1,462.50  
SAFE 5996 → \$1,462.50  
→ LOC 231

*Leith V. Watkins*  
ENGINEERING DEPT  
APPROVED FOR PAYMENT  
LIS OFFICE DATE 7/22/04

PAN 7/13/04

# IRISNDT

Jun 20 2004

INVOICE NUMBER

*Leslie*  
925440

INVOICE TO

EXPLORER PIPELINE CO.  
ATTN: ACCOUNTS PAYABLE  
P.O. BOX 2650  
TULSA, OKLAHOMA  
74101

SERVICE LOCATION

EXPLORER PIPELINE CO.  
ATTN: ACCOUNTS PAYABLE  
P.O. BOX 2650  
TULSA, OKLAHOMA  
( ) -  
74101

PLEASE MAKE PAYMENTS TO: 1115 W. 41<sup>st</sup> Street, Tulsa, OK 74107  
TERMS: NET 10 DAYS 1 1/2% PER MONTH ON PAST DUE ACCOUNTS

BILLING INQUIRIES: Phone (918) 448-8773 Fax (918) 448-8777  
PLEASE INDICATE INVOICE # WHEN MAKING PAYMENT

ACCOUNT NO.	ORDER NO.	LOCATION	
9013	AFE 5983 / COPPELL, TX 46.4 98,6(3), SPECTRUM		
DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
DISPATCH 45033			
06/15/04			
ULTRASONIC TESTING & MP / ONE MAN	4.00	55.00	220.00
06/16/04			
ULTRASONIC TESTING & MP / ONE MAN	8.00	55.00	440.00
ONE MAN/OVERTIME	0.50	77.00	38.50
MILEAGE	400.00	0.55	220.00
PER DIEM/PER MAN	1.00	100.00	100.00
PHONE	2.00	5.00	10.00
✓ Loc 237 AFE 5777 # 675.67 ✓ Loc 231 AFE 5776 # 342.73			
RECEIVED FOR PAYMENT DATE 2/15/04 <i>Leith V. Williams</i>			
TOTAL			1,028.50

IRISNDT #2614A

CUSTOMER INVOICE



**Dallas, Garland & Northeastern Railroad (DGNO)**

403 International Pkwy., Suite 500  
 Richardson, TX 75081  
 972-808-8800 phone  
 972-808-9903 fax

INVOICE #  
 INVOICE DATE

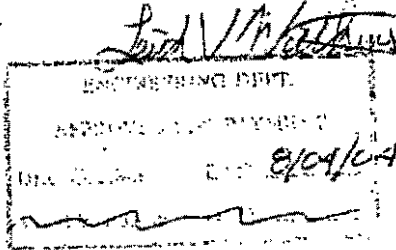
M1084  
 07/01/2004

**MISCELLANEOUS CHARGES**

DOB Protection and Flagging at Dallas, TX.  
 Working within you 25 foot right of way in the Dallas area.

May 26 thru 31, 2004	6 days	⊕	\$250.00 per day	\$ 1,500.00
June 1 thru 30, 2004	30 days	⊕	\$250.00 per day	\$7,500.00
July 1, 2004	1 day	⊕	\$250.00 per day	\$ 250.00

GRAND TOTAL DUE: \$ 9,250.00



AFE5988  
 Loc 231

(cell # 1-918-493-5172)

Customer Name & Address	
Explorer Pipeline. Attn: Patrick Nwakoby Project Engineer PO Box 2650 Tulsa, OK 74101	June, 2004

Please Remit to:  
 Dallas, Garland & Northeastern Railroad (DGNO)  
 RailAmerica, Inc.  
 P. O. Box 409590  
 Atlanta, GA 30364-9590

Due Date	
Upon Receipt	\$ 9,250.00

**All accounts are due and payable within 30 days.  
 A finance charge of 2% per month will be charged on all  
 past due accounts**

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 9/10/04

Claim # \_\_\_\_\_

Check \$ 292,833.13

Vendor No. \_\_\_\_\_  
 Vendor Name SITE CONCRETE  
 Address 3340 ROY ORR BLVD.  
 Address GRAND PRAIRIE, TEXAS 75050  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	58110	05301		292,833.13

TOTAL # 292,833.13

EXPLANATION SPECTRUM DRIVE CONSTRUCTION  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chutehain  
 Authorized Signature

\_\_\_\_\_  
 Finance

**Application and Certificate for Payment**

To Owner: Town Of Addison  
16801 Westgrove Drive  
Addison, TX 75001

From (Contractor): Site Concrete  
3340 Roy Orr Blvd  
Grand Prairie, Texas 75050  
Fax: (972) 513-0661  
Phone: (972) 313-0733

Project: Spectrum Dr. North/ South Extension #04-Application No.: 8

Contract Start: 1/12/2004 Period to: 8/31/2004

Calendar Days: 210 (incl any by change order) Date: 9/12/04

Contract Close: 8/9/2004 Project No.: 23-144

**Contractor's Application For Payment  
Change Order Summary**

Item	Description	Approved	Disapproved	Change Order No.	Original Contract Sum
1	Fire Lane	\$182,812.00	\$81,225.00		\$2,693,016.40
2	Wall & Bike Rail	\$61,574.90	\$7,125.00		\$156,036.90
<b>Totals</b>					<b>\$2,849,053.30</b>
<b>Net change by Change orders</b>					<b>\$2,460,668.40</b>
<b>5.0% Retainage</b>					<b>\$123,033.42</b>
<b>Total earned less retainage</b>					<b>\$2,337,634.98</b>
<b>Less previous certificates of payments</b>					<b>\$2,044,801.85</b>

Original contract sum: \$2,693,016.40

Net change by change orders: \$156,036.90

Contract sum to date: \$2,849,053.30

Total Completed and stored to date: \$2,460,668.40

5.0% Retainage: \$123,033.42

Total earned less retainage: \$2,337,634.98

Less previous certificates of payments: \$2,044,801.85

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

Contractor: [Signature]

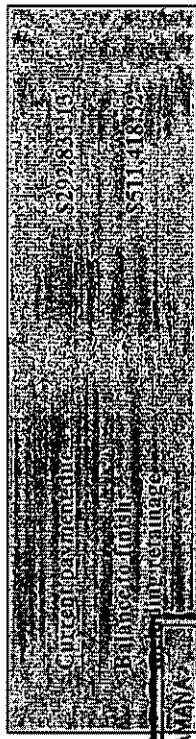
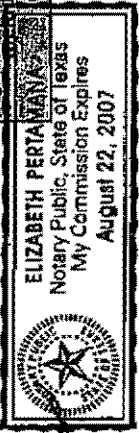
By: Site Concrete Date: 9/3/04

State of: TEXAS County of: DALLAS

Subscribed and Sworn before me on this 3RD day of SEPTEMBER, 2004

Notary Public: Elizabeth Perina

My Commission Expires: 8/22/07



Inspector's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the Amount Certified.

Amount Certified: \$                     

Inspector: [Signature] Date: 9/7/04

By: [Signature] Assistant City Engineer: [Signature] Date: 9/10/04

Steven Chutchan, Town of Addison

# Town Of Addison

DATE: 8/31/2004  
ESTIMATE: 6

Spectrum Dr. North/ South Extension #64-03

Aug 31, 2004

QUANTITIES THROUGH

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	PERCENTAGE	AMOUNT	PERIOD	DATE	COMPLETION
----------	-------------	-------	----------	------------	-------------	------------	--------	--------	------	------------

## CONSTRUCTION

101	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	1.00	\$75,000.00	0.00	0.00	1.00	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT	114	LF	\$1,140.00	\$1,140.00	114.00	\$1,140.00	0.00	0.00	114.00	\$1,140.00	100.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	19	SY	\$25.00	\$475.00	19.00	\$475.00	0.00	0.00	19.00	\$475.00	100.0%
104	6" THICK LIME STAB SUBGRD	5,859	SY	\$2.00	\$11,718.00	6,859.00	\$13,718.00	0.00	0.00	6,859.00	\$13,718.00	100.0%
105	HYDRATED LIME	113	TON	\$90.00	\$10,170.00	113.00	\$10,170.00	0.00	0.00	113.00	\$10,170.00	100.0%
106	5" 5000# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	5,229	SY	\$28.00	\$147,412.00	6,229.00	\$174,412.00	0.00	0.00	6,229.00	\$174,412.00	100.0%
107	5" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	152	SY	\$30.00	\$4,560.00	152.00	\$4,560.00	0.00	0.00	152.00	\$4,560.00	100.0%
108	5" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	112	SY	\$3,920.00	\$4,390.00	112.00	\$4,390.00	0.00	0.00	112.00	\$4,390.00	100.0%
109	5" 5000# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	3,194	LF	\$9,582.00	\$30,582.00	3,194.00	\$30,582.00	0.00	0.00	3,194.00	\$30,582.00	100.0%
110	LONGITUDINAL BUTT JOINT	111	LF	\$10.00	\$1,110.00	111.00	\$1,110.00	0.00	0.00	111.00	\$1,110.00	100.0%
111	CONC ST HEADER	23	LF	\$10.00	\$230.00	23.00	\$230.00	0.00	0.00	23.00	\$230.00	100.0%
112	ACME VEHICULAR BRICK PAYER MATLS, DEL TO SITE	2,372	SF	\$5.00	\$11,860.00	2,372.00	\$11,860.00	0.00	0.00	2,372.00	\$11,860.00	100.0%
113	BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF	\$3.00	\$7,116.00	2,372.00	\$7,116.00	0.00	0.00	2,372.00	\$7,116.00	100.0%
114	THERMO STOP LINE 24" WIDE	23	LF	\$12.00	\$276.00	23.00	\$276.00	0.00	0.00	23.00	\$276.00	100.0%
115	THERMO STRIPE 4" WIDE	1,842	LF	\$3.00	\$5,526.00	1,842.00	\$5,526.00	0.00	0.00	1,842.00	\$5,526.00	100.0%
116	REFL BUTTONS, TY 1-C, 4"	21	EA	\$8.50	\$178.50	21.00	\$178.50	0.00	0.00	21.00	\$178.50	100.0%
117	REFL BUTTONS, TY 11A, 4"	140	EA	\$9.00	\$1,260.00	140.00	\$1,260.00	0.00	0.00	140.00	\$1,260.00	100.0%
118	ST & TRAFF CTRL SIGNS	5	EA	\$350.00	\$1,750.00	5.00	\$1,750.00	0.00	0.00	5.00	\$1,750.00	100.0%
119	ST NAME SIGN & MOUNT HDWR & APPURT	1	EA	\$250.00	\$250.00	1.00	\$250.00	0.00	0.00	1.00	\$250.00	100.0%
120	UNISTRUT-TELESPAR ST SIGN POST, FOUND, ETC	1	EA	\$250.00	\$250.00	1.00	\$250.00	0.00	0.00	1.00	\$250.00	100.0%
121	REM EX ST BARRICADES & POSTS	44	LF	\$25.00	\$1,100.00	44.00	\$1,100.00	0.00	0.00	44.00	\$1,100.00	100.0%
122	FAI ST BARRICADES & POSTS	50	LF	\$5.00	\$250.00	50.00	\$250.00	0.00	0.00	50.00	\$250.00	100.0%
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00	\$7,500.00	1.00	\$7,500.00	0.00	0.00	1.00	\$7,500.00	100.0%
124	UNCLASS ST EXCAVA, DISP	20,400	CY	\$9.50	\$193,800.00	18,000.00	\$172,800.00	2,000.00	2,000.00	20,400.00	\$193,800.00	100.0%
125	BLACK STL STOP SIGN POLE	1	EA	\$350.00	\$350.00	1.00	\$350.00	0.00	0.00	1.00	\$350.00	100.0%
126	ADDITION CIRCLE FINAL ON BLACK STL POLE	1	EA	\$350.00	\$350.00	1.00	\$350.00	0.00	0.00	1.00	\$350.00	100.0%
127	STAB CONST ENTR	19	CY	\$100.00	\$1,900.00	19.00	\$1,900.00	0.00	0.00	19.00	\$1,900.00	100.0%
128	SILT FENCE	1,050	LF	\$1.50	\$1,575.00	1,050.00	\$1,575.00	0.00	0.00	1,050.00	\$1,575.00	100.0%
129	INLET PROTECT	5	EA	\$625.00	\$3,125.00	5.00	\$3,125.00	0.00	0.00	5.00	\$3,125.00	100.0%
130	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.0%
131	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.0%
132	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.0%
133	NO ITEM	0	0	\$0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.0%
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	90	LF	\$2.00	\$180.00	90.00	\$180.00	0.00	0.00	90.00	\$180.00	100.0%
135	PLACE WITH THERMOPLASTIC ARROW	2	EA	\$150.00	\$300.00	2.00	\$300.00	0.00	0.00	2.00	\$300.00	100.0%
				TOTALS THIS PAGE	\$533,480.50		\$497,016.00	\$25,375.00	\$22,375.00	\$522,393.00		

# Town Of Addison

DATE: 8/21/2004  
ESTIMATE: 8

Spectrum Dr. North South Extension #04-03

Aug 31, 2004

ITEMS	DESCRIPTION	QUANTITIES	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	QUANTITY	DATE	PERCENTAGE
201	Water							
202	CONC BLOCKING	9.80	\$175.00	\$1,715.00	0.00	9.80		100.0%
203	DI FITTINGS, CL 250	1.10	\$3,950.00	\$3,950.00	0.00	1.10		100.0%
204	PVC AWMA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	30.00	\$45.00	\$1,350.00	0.00	30.00		100.0%
205	PVC AWMA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	489.00	\$17.00	\$8,313.00	0.00	489.00		100.0%
206	PVC AWMA C900 DR18 CL 150 WTR PIPE W/EMBED, 12"	1087.00	\$21.00	\$22,827.00	0.00	1087.00		100.0%
207	RES SEAT GATE VALVE/BOX, 06"	3.00	\$575.00	\$1,725.00	0.00	3.00		100.0%
208	RES SEAT GATE VALVE/BOX, 08"	13.00	\$675.00	\$8,775.00	0.00	13.00		100.0%
209	RES SEAT GATE VALVE/BOX, 12"	5.00	\$1,200.00	\$6,000.00	0.00	5.00		100.0%
210	FIRE HYDRANT FAI	3.00	\$2,000.00	\$6,000.00	0.00	3.00		100.0%
211	CONNECT TO EX WTR MAIN	2.00	\$1,500.00	\$3,000.00	0.00	2.00		100.0%
212	2" TY K SDR21 COPPER IRRIGA SERV	1.00	\$750.00	\$750.00	0.00	1.00		100.0%
213	1.5" HERSEY MVR 100 TURBINE METER	1.00	\$775.00	\$775.00	0.00	1.00		100.0%
214	BROOKS PROD. #85 17" X 28" PRECAST BOX	2.00	\$250.00	\$500.00	0.00	2.00		100.0%
215	1.5" FEBCO 805Y DBL CHK VALVE ASSY	1.00	\$750.00	\$750.00	0.00	1.00		100.0%
216	2" CL 200 PVC SLEEVE	38.00	\$7.50	\$285.00	0.00	38.00		100.0%
217	TRENCH SAFETY	1596.00	\$1.00	\$1,596.00	0.00	1596.00		100.0%
218	PERFORM WTR TEST	1.00	\$3,500.00	\$3,500.00	0.00	1.00		100.0%
<b>STRM DRAINAGE</b>								
301	CL III RCP INCL EMBED, 18"	231.00	\$28.00	\$6,468.00	0.00	231.00		100.0%
302	CL III RCP INCL EMBED, 21"	58.00	\$33.00	\$1,947.00	0.00	58.00		100.0%
303	CL III RCP INCL EMBED, 24"	75.00	\$39.00	\$2,925.00	0.00	75.00		100.0%
304	CL III RCP INCL EMBED, 30"	188.00	\$45.00	\$8,460.00	0.00	188.00		100.0%
305	CL III RCP INCL EMBED, 36"	26.00	\$51.00	\$1,326.00	0.00	26.00		100.0%
306	CL III RCP INCL EMBED, 42"	46.00	\$60.00	\$2,760.00	0.00	46.00		100.0%
307	CL III RCP INCL EMBED, 48"	281.00	\$69.00	\$19,009.00	0.00	281.00		100.0%
308	CL III RCP INCL EMBED, 54"	428.00	\$92.00	\$39,376.00	0.00	428.00		100.0%
309	REM & DISP OF EX CONC INLET	1.00	\$750.00	\$750.00	0.00	1.00		100.0%
310	6" STD INLET W/ACCESS TOP	2.00	\$2,000.00	\$4,000.00	0.00	2.00		100.0%
311	6" STD INLET W/ACCESS TOP, EXTRA DEPTH	2.00	\$2,400.00	\$4,800.00	0.00	2.00		100.0%
312	TY B MH	2.00	\$3,500.00	\$7,000.00	0.00	2.00		100.0%
321	RCP 60 DEG FACTORY WYE CONNECT	15.00	\$500.00	\$7,500.00	0.00	15.00		100.0%
322	CONNECT TO EX PIPE	3.00	\$1,500.00	\$4,500.00	0.00	3.00		100.0%
324	PRECAST CONC PIPE PLUG	11.00	\$350.00	\$3,850.00	0.00	11.00		100.0%
<b>-WWTR-</b>								
401	SDR26 PVC WWTR PIPE, 08"	1235.00	\$16.00	\$19,760.00	0.00	1235.00		100.0%
402	SDR26 PVC WWTR PIPE, 06"	409.00	\$15.00	\$6,135.00	0.00	409.00		100.0%
403	3 WAY CLEANOUT & CLID	9.00	\$350.00	\$3,150.00	0.00	9.00		100.0%
404	4 DIA WWTR MH	3.00	\$2,000.00	\$6,000.00	0.00	3.00		100.0%
405	8" DIA WWTR PIPE PLUGS	3.00	\$150.00	\$450.00	0.00	3.00		100.0%
406	TV INSPECT OF WWTR LINES	1235.00	\$1.50	\$1,852.50	0.00	1235.00		100.0%
407	TRENCH SAFETY	1235.00	\$1.00	\$1,235.00	0.00	1235.00		100.0%
408	CONNECT TO EX WWTR LINES	1.00	\$1,500.00	\$1,500.00	0.00	1.00		100.0%
<b>-ELECT DUCTBANK-</b>								
501	8-6" PVC TY DB CONDUITS, ENCASE IN CONC	1052.00	\$115.00	\$120,980.00	0.00	1052.00		100.0%
502	CONNECT TO EX DUCTBANK	1.00	\$3,000.00	\$3,000.00	0.00	1.00		100.0%
503	STD 4 WAY ELECT DUCTBANK MH	2.00	\$12,000.00	\$24,000.00	0.00	2.00		100.0%
504	STD 3 WAY ELECT DUCTBANK MH	1.00	\$12,500.00	\$12,500.00	0.00	1.00		100.0%
505	CONC DUCTBANK END PLUG	3.00	\$500.00	\$1,500.00	0.00	3.00		100.0%
				TOTALS THIS PAGE		\$389,044.50		
						\$1,250.00		\$389,069.50
								pay estimate 8 - August

# Town Of Addison

DATE: 8/31/2004  
ESTIMATE: 8

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Aug 31, 2004

ITEM	DESCRIPTION	QTY	UNIT	AMOUNT	PERIOD	PERCENT	AMOUNT	PERIOD	PERCENT	AMOUNT	PERIOD	PERCENT	AMOUNT	PERIOD	PERCENT
601	IRRIGA SYS COMPLETE	1	LS	\$30,000.00	0.25	0.75	\$7,500.00	0.25	0.75	\$30,000.00	1.00	100.0%	\$30,000.00	1.00	100.0%
602	60" SQ TREE GRATE	23	EA	\$27,600.00	23.00	0.00	\$27,600.00	23.00	0.00	\$27,600.00	23.00	100.0%	\$27,600.00	23.00	100.0%
603	4" PVC SCH 40 SUBDRAIN SYS	1841	LF	\$21.00	1841.00	0.00	\$38,661.00	1841.00	0.00	\$38,661.00	1841.00	100.0%	\$38,661.00	1841.00	100.0%
604	RED OAK 200 GAL	41	EA	\$1,600.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	0.0%	\$0.00	0.00	0.0%
605	DWARF YALPON HOLLY 1 GAL	390	EA	\$5.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	0.0%	\$0.00	0.00	0.0%
606	DAY LILLY 1 GAL	130	EA	\$7.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	0.0%	\$0.00	0.00	0.0%
607	YELLOW BEARD IRIS 1 GAL	130	EA	\$7.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	0.0%	\$0.00	0.00	0.0%
608	DAFFODIL 1 GAL	286	EA	\$7.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	0.0%	\$0.00	0.00	0.0%
609	BLEEDING HEART 1 GAL	78	EA	\$8.00	0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.00	0.0%	\$0.00	0.00	0.0%
610	4" 3000# CONC SUBBASE SW	25233	SF	\$2.75	23891.00	1242.00	\$65,975.25	23891.00	1242.00	\$69,390.75	25233.00	100.0%	\$69,390.75	25233.00	100.0%
611	GLEN-GARY PED BRICK PAVE MATLS DEL TO SITE	25233	SF	\$3.50	25233.00	0.00	\$88,315.50	25233.00	0.00	\$88,315.50	25233.00	100.0%	\$88,315.50	25233.00	100.0%
612	BEDDING MATLS FOR PED BRICK PAVERS	25233	SF	\$2.50	23891.00	1242.00	\$59,977.50	23891.00	1242.00	\$63,082.50	25233.00	100.0%	\$63,082.50	25233.00	100.0%
613	TRUNCATED DOME PAVERS ON NEW RAMPS	228	SF	\$7.50	0.00	228.00	\$0.00	228.00	228.00	\$1,710.00	228.00	100.0%	\$1,710.00	228.00	100.0%
				TOTALS THIS PAGE	\$390,755.75		\$268,029.25			\$30,730.50			\$318,759.75		

# Town Of Addison

DATE: 8/31/2004  
ESTIMATE: 6

Spectrum Dr. North/ South Extension #04-03

Aug 31, 2004

QUANTITIES THROUGH

ITEM	DESCRIPTION	EST. QUANTITY	UNIT	CONTRACT TOTAL	PREVIOUS CONTRACT	QUANTITY THIS CONTRACT	QUANTITY THROUGH	PERCENTAGE	PERCENTAGE
------	-------------	---------------	------	----------------	-------------------	------------------------	------------------	------------	------------

## CONSTRUCTION

801	METER SOCKET BASE	2	EA	\$125.00	\$250.00	0.00	2.00	\$250.00	100.0%
802	ENCLOSE TO SUPPORT METER, PANEL, CONTR. & TIME CLOCK	1	EA	\$3,500.00	\$3,500.00	0.00	1.00	\$3,500.00	100.0%
803	SERV GROUND WIREBREAKERS	1	EA	\$50.00	\$50.00	0.00	1.00	\$50.00	100.0%
804	PANEL BOARD WIREBREAKERS	1	EA	\$1,200.00	\$1,200.00	0.00	1.00	\$1,200.00	100.0%
805	ENCL. & CONTACTOR	1	EA	\$900.00	\$900.00	0.00	1.00	\$900.00	100.0%
806	7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	0.00	1.00	\$75.00	100.0%
807	PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	0.00	1.00	\$50.00	100.0%
808	2" GRC ELBOW	57	EA	\$17.00	\$969.00	0.00	57.00	\$969.00	100.0%
809	2" PVC SCH 40 CONDUIT	2210	LF	\$3.00	\$6,630.00	2616.00	0.00	\$0.00	118.4%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF	\$3.00	\$7,530.00	3050.00	0.00	\$0.00	121.5%
811	2" GRC CONDUIT	158	LF	\$7.00	\$1,092.00	0.00	158.00	\$1,092.00	100.0%
812	3" GRC ELBOW	4	EA	\$13.00	\$52.00	0.00	4.00	\$52.00	100.0%
813	3" PVC SCH 40 CONDUIT W/EMBED	300	LF	\$3.00	\$900.00	0.00	300.00	\$900.00	100.0%
814	3" GRC CONDUIT	30	EA	\$4.00	\$120.00	0.00	30.00	\$120.00	100.0%
815	HI COMPRESSION TAP	50	EA	\$15.00	\$750.00	0.00	0.00	\$0.00	0.0%
816	#10 AWG CONDUCTOR	60	LF	\$1.00	\$60.00	0.00	0.00	\$0.00	0.0%
817	#08 AWG CONDUCTOR	2610	LF	\$0.50	\$1,305.00	0.00	0.00	\$0.00	0.0%
819	#04 AWG CONDUCTOR	3040	LF	\$0.75	\$2,280.00	0.00	0.00	\$0.00	0.0%
820	STL LIGHT PULL BOX	11	EA	\$250.00	\$2,750.00	4.00	7.00	\$1,750.00	100.0%
821	PED POLE LIGHT FOUND	27	EA	\$500.00	\$13,500.00	13.00	9.00	\$4,500.00	61.5%
822	PED LIGHT POLE & LUMINARIES FIX, 2 EA	27	EA	\$3,700.00	\$99,900.00	0.00	0.00	\$0.00	0.0%
823	VEHICULAR POLE LIGHT FOUND	6	EA	\$500.00	\$3,000.00	16.00	12.00	\$6,000.00	466.7%
824	VEHICULAR POLE & SGL LUMINARE	6	EA	\$3,000.00	\$18,000.00	0.00	0.00	\$0.00	0.0%
825	20 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	0.00	1.00	\$300.00	100.0%
				TOTAL \$ THIS PAGE	\$165,163.00			\$21,706.00	

# Town Of Addison

DATE: 8/31/2004  
ESTIMATE: 8

Spectrum Dr. North/ South Extension #04-03

DATE: 8/31/2004

## CONSTRUCTION

ITEM #	DESCRIPTION	QUANTITIES THROUGH	UNITS	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	CUMULATIVE QUANTITY	CUMULATIVE AMOUNT	PERCENT COMPLETE
101	MOBILIZATION	1	LS	1.00	\$75,000.00	0.00	\$0.00	1.00	\$75,000.00	100.0%
102	FULL DEPTH SMOULTEX CONC	143	LF	143.00	\$1,430.00	0.00	\$0.00	143.00	\$1,430.00	100.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	11	SY	11.00	\$275.00	0.00	\$0.00	11.00	\$275.00	100.0%
104	6" LIME STAB	3,115	SY	3,115.00	\$6,230.00	0.00	\$0.00	3,115.00	\$6,230.00	100.0%
105	HYDRATED LIME	51	TON	51.00	\$4,626.00	0.00	\$0.00	51.00	\$4,626.00	99.2%
106	8" 5000# CONC PAVE	3,000	SY	3,000.00	\$64,000.00	0.00	\$0.00	3,000.00	\$64,000.00	100.0%
109	6" 5000# CONC CURB	1,834	LF	1,834.00	\$5,502.00	0.00	\$0.00	1,834.00	\$5,502.00	100.0%
110	LONGITUDINAL BUTT JOINT	118	LF	118.00	\$1,180.00	0.00	\$0.00	118.00	\$1,180.00	100.0%
114	THERMO STOP LINE 24" WIDE	35	LF	35.00	\$420.00	35.00	\$420.00	70.00	\$840.00	100.0%
115	THERMO STRIPE 4" WIDE	594	LF	594.00	\$1,762.00	0.00	\$0.00	594.00	\$1,762.00	0.0%
116	REFL BUTTONS, TY 1-C, 4"	37	EA	37.00	\$240.50	0.00	\$0.00	37.00	\$240.50	0.0%
117	REFL BUTTONS, TY IHA-A, 4"	76	EA	76.00	\$684.00	0.00	\$0.00	76.00	\$684.00	0.0%
118	ST & TRAFF CTRL SIGNS	5	EA	5.00	\$350.00	0.00	\$0.00	5.00	\$350.00	0.0%
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	1.00	\$7,500.00	0.50	\$3,750.00	1.50	\$11,250.00	100.0%
127	STAB CONST ENTR	19	CY	19.00	\$1,900.00	0.00	\$0.00	19.00	\$1,900.00	100.0%
128	SILT FENCE	350	LF	350.00	\$525.00	0.00	\$0.00	350.00	\$525.00	100.0%
129	INLET PROTECT	2	EA	2.00	\$250.00	0.00	\$0.00	2.00	\$250.00	100.0%
130	RR CROSSING	1	LS	1.00	\$50,000.00	0.00	\$0.00	1.00	\$50,000.00	100.0%
131	4" HMA CP BASE COURSE	237	SY	237.00	\$4,740.00	237.00	\$4,740.00	474.00	\$9,480.00	100.0%
132	2" HMA CP SURF COURSE	474	SY	474.00	\$3,792.00	0.00	\$0.00	474.00	\$3,792.00	0.0%
133	IMPORT FILL	3,400	CY	3,400.00	\$30,600.00	0.00	\$0.00	3,400.00	\$30,600.00	100.0%
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	460	LF	460.00	\$0.00	460.00	\$920.00	920.00	\$920.00	100.0%
135	PLACE WITH THERMOPLASTIC ARROW	11	EA	11.00	\$150.00	11.00	\$1,650.00	22.00	\$1,800.00	100.0%
		TOTALS THIS PAGE			\$285,232.00		\$13,230.00		\$298,462.00	



Town Of Addison

DATE: 8/31/2004  
ESTIMATE: B

AUG 31, 2004

QUANTITIES THROUGH

CONSTRUCTION

ITEM	DESCRIPTION	EST. QUANTITIES	UNITS	CONTRACT NO.	PREVIOUS PERIOD QUANTITY	THIS PERIOD QUANTITY	AMOUNT	PREVIOUS PERIOD AMOUNT	THIS PERIOD AMOUNT	PERCENT COMPLETE
201	Water									
202	CONC BLOCKING	21.88	CY		21.88		\$3,815.00	\$3,815.00	\$3,815.00	100.0%
203	DI FITTINGS	0.5	TON		0.50		\$1,750.00	\$1,750.00	\$1,750.00	100.0%
204	AWWA C909 DR18 CL 150 PVC WTR PIPE 6"	24	LF		24.00		\$1,080.00	\$1,080.00	\$1,080.00	100.0%
205	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	85	LF		85.00		\$1,445.00	\$1,445.00	\$1,445.00	100.0%
206	AWWA C909 DR18 CL 150 PVC WTR PIPE, 12"	640	LF		640.00		\$13,440.00	\$13,440.00	\$13,440.00	100.0%
207	RES SEAT GATE VALVE BOX 6"	1	EA		1.00		\$575.00	\$575.00	\$575.00	100.0%
208	RES SEAT GATE VALVE BOX 8"	4	EA		4.00		\$2,700.00	\$2,700.00	\$2,700.00	100.0%
209	RES SEAT GATE VALVE BOX 12"	1	EA		1.00		\$1,200.00	\$1,200.00	\$1,200.00	100.0%
210	FIRE HYDRANT	1	EA		1.00		\$2,000.00	\$2,000.00	\$2,000.00	100.0%
211	CONNECT TO EX WTR MAIN	1	EA		1.00		\$2,000.00	\$2,000.00	\$2,000.00	100.0%
212	1" STL CASING PIPE BY BORE, 24"	126	LF		126.00		\$28,350.00	\$28,350.00	\$28,350.00	100.0%
213	2" TY & SOFT COPPER IRRIGA SERV	1	EA		1.00		\$750.00	\$750.00	\$750.00	200.0%
214	1.5" HERSEY MVR 100 TURBINE METER	1	EA		0.00		\$0.00	\$0.00	\$0.00	0.0%
215	BROOKS PROD #85 17" X 28" PRECAST BOX	2	EA		2.00		\$775.00	\$775.00	\$775.00	100.0%
216	1.5" FEBCO 905Y DBL CHECK VALVE ASSY	2	EA		2.00		\$500.00	\$500.00	\$500.00	100.0%
217	2" CL 200 PVC SLEEVE	30	LF		30.00		\$750.00	\$750.00	\$750.00	100.0%
218	TRENCH SAFETY	750	LF		750.00		\$1.00	\$1.00	\$1.00	100.0%
219	PERFORM WTR TEST	1	LS		1.00		\$3,000.00	\$3,000.00	\$3,000.00	100.0%
220	2" AIR REL VALVE	2	EA		2.00		\$1,600.00	\$1,600.00	\$1,600.00	100.0%
221	12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN BORE PIPE	103	LF		103.00		\$12,000.00	\$12,000.00	\$12,000.00	100.0%
222	STRM DRAINAGE-									
301	CL III RCP 18"	153	LF		153.00		\$4,284.00	\$4,284.00	\$4,284.00	100.0%
302	CL III RCP 21"	111	LF		111.00		\$3,663.00	\$3,663.00	\$3,663.00	100.0%
309	CL III RCP 48"	740	LF		740.00		\$110.00	\$110.00	\$110.00	100.0%
310	CL II RCBG 6' X 3' INCL EMBED	284	LF		284.00		\$210.00	\$210.00	\$210.00	100.0%
311	CL II RCBG 6' X 4' INCL EMBED	450	LF		450.00		\$238.00	\$238.00	\$238.00	100.0%
312	RCP FLOW EQUALIZER 24"	2	EA		2.00		\$1,600.00	\$1,600.00	\$1,600.00	100.0%
314	REM & DISP OF EXIST RCP	233	LF		233.00		\$10.00	\$10.00	\$10.00	100.0%
315	CONC JUNCTION BOX	1	EA		1.00		\$14,000.00	\$14,000.00	\$14,000.00	100.0%
318	40' STD INLET WIRECESS TOP	2	EA		2.00		\$2,600.00	\$2,600.00	\$2,600.00	100.0%
320	TY & HEADWALL	3	EA		3.00		\$1,500.00	\$1,500.00	\$1,500.00	100.0%
321	RCP 60 DEG FACTORY WYE CONNECT	2	EA		2.00		\$500.00	\$500.00	\$500.00	100.0%
322	CONNECT TO EX PIPE	2	EA		2.00		\$1,500.00	\$1,500.00	\$1,500.00	100.0%
323	CONNECT TO EX STRUCT	1	EA		1.00		\$1,500.00	\$1,500.00	\$1,500.00	100.0%
324	PRECAST CONC PIPE PLUS	1	EA		1.00		\$350.00	\$350.00	\$350.00	100.0%
325	REM & DISP OF EX HEADWALLS & CONC RIP RAP	1	LS		1.00		\$1,500.00	\$1,500.00	\$1,500.00	100.0%
TOTALS THIS PAGE							\$363,408.00			



Town Of Addison

DATE: 8/31/2004  
ESTIMATE: 8

QUANTITIES THROUGH Aug 31, 2004

CONSTRUCTION

ITEM	DESCRIPTION	UNIT	QUANTITY	AMOUNT	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	AMOUNT	PERCENT
701	TS-2 CABINET & SIG CTRL	EA	1	\$14,000.00	0.00	1.00	\$14,000.00	100.0%	
702	TRAFF SIG CTRL FOUNDATION	EA	1	\$1,500.00	0.00	1.00	\$1,500.00	100.0%	
703	TY C PULL BOX W/COND APRON	EA	4	\$450.00	2.00	2.00	\$900.00	100.0%	
704	ELECT CONDUCTOR #6 XHHW WIRE, POWER	LF	1211	\$1,211.00	0.00	894.00	\$894.00	73.8%	
705	ELECT CONDUCTOR #6 AWG CU WIRE, GRND	LF	717	\$717.00	0.00	435.00	\$435.00	60.7%	
706	TRAFF SIG CABLE, 16 COND, #14 CABLE	LF	430	\$4.00	0.00	620.00	\$2,480.00	144.2%	
707	TRAFF SIG CABLE, 18 AWG, VIDEO CABLE	LF	430	\$2.50	0.00	620.00	\$1,550.00	144.2%	
708	TRAFF SIG CABLE, #18 AWG, CU WIRE	LF	430	\$1.00	0.00	620.00	\$520.00	144.2%	
709	PVC CONDUIT WIEMBED, 3"	LF	18	\$13.00	0.00	0.00	\$0.00	0.0%	
710	PVC CONDUIT WIEMBED, 4"	LF	630	\$4.00	151.00	0.00	\$604.00	24.0%	
711	PVC CONDUIT BORED, 4"	LF	222	\$17.00	210.00	0.00	\$3,570.00	94.8%	
712	ECONOLITE MAP SCLOPRO VIDEO DETECTION CAMERAS	EA	4	\$4,800.00	0.00	4.00	\$19,200.00	100.0%	
713	TY 38-A TRAFF SIG FOUND	EA	2	\$4,800.00	2.00	0.00	\$9,600.00	100.0%	
714	TY 48-A TRAFF SIG FOUND	EA	2	\$2,000.00	2.00	0.00	\$4,000.00	100.0%	
715	INTERNAL LIGHT ST NAME SIGNS	EA	4	\$3,500.00	0.00	4.00	\$14,000.00	100.0%	
716	PED SIG W/COUNTDOWN LED	EA	8	\$1,500.00	0.00	8.00	\$12,000.00	100.0%	
717	STL TRAFF SIG POLE ASSY, 1 ARM, 36'	EA	1	\$3,200.00	0.00	1.00	\$3,200.00	100.0%	
718	STL TRAFF SIG POLE ASSY, 1 ARM, 40'	EA	1	\$3,200.00	0.00	1.00	\$3,200.00	100.0%	
719	STL TRAFF SIG POLE ASSY, 1 ARM, 50'	EA	1	\$8,700.00	0.00	1.00	\$8,700.00	100.0%	
720	STL TRAFF SIG POLE ASSY, 1 ARM, 55'	EA	1	\$8,700.00	0.00	1.00	\$8,700.00	100.0%	
721	LED DETECTOR PUSH BUTTON	EA	8	\$125.00	0.00	8.00	\$1,000.00	100.0%	
722	12" LED RED TRAFF SIG LAMP	EA	13	\$100.00	0.00	13.00	\$1,300.00	100.0%	
723	12" LED YEL TRAFF SIG LAMP	EA	13	\$110.00	0.00	13.00	\$1,430.00	100.0%	
724	12" LED GRN TRAFF SIG LAMP	EA	13	\$200.00	0.00	13.00	\$2,600.00	100.0%	
725	12" LED GRN & YEL ARROW TRAFF SIG LAMP	EA	4	\$250.00	0.00	4.00	\$1,000.00	100.0%	
726	F&I OPTICOM	EA	4	\$1,250.00	0.00	4.00	\$5,000.00	100.0%	
				TOTAL \$ THIS PAGE	\$123,911.00		\$123,911.00		
				TOTAL \$ THIS PAGE	\$20,174.00		\$20,174.00		
				TOTAL \$ THIS PAGE	\$102,208.00		\$102,208.00		

Town Of Addison

DATE: 8/31/2004  
ESTIMATE: B

Aug 31, 2004

QUANTITIES THROUGH

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	CONTRACT	PREVIOUS	DIFFERENTIAL	QUANTITY	AMOUNT	PERIOD	AMOUNT	PERCENT	AMOUNT	PERCENT
					TOTAL	TO DATE	TO DATE	TO DATE	TO DATE	TO DATE	TO DATE	TO DATE	TO DATE
801	METER SOCKET BASE	EA	2	\$125.00	\$250.00	0.00	0.00	\$0.00	3.00	\$375.00	150.0%	\$375.00	150.0%
802	ENCLOS TO SUPPORT METER, PANEL, CONTACTOR, TIME CLOCK	EA	1	\$3,500.00	\$3,500.00	0.00	0.00	\$0.00	1.00	\$3,500.00	100.0%	\$3,500.00	100.0%
803	SERV GRND	EA	1	\$50.00	\$50.00	0.00	0.00	\$0.00	1.00	\$50.00	100.0%	\$50.00	100.0%
804	PANEL BRD W/BREAKERS	EA	1	\$1,200.00	\$1,200.00	0.00	0.00	\$0.00	1.00	\$1,200.00	100.0%	\$1,200.00	100.0%
805	ENCLOS & CONTACTOR	EA	1	\$900.00	\$900.00	0.00	0.00	\$0.00	1.00	\$900.00	100.0%	\$900.00	100.0%
806	7 DAY TIME CLOCK	EA	1	\$75.00	\$75.00	0.00	0.00	\$0.00	1.00	\$75.00	100.0%	\$75.00	100.0%
807	PHOTO CELL & CONNECTIONS	EA	1	\$50.00	\$50.00	0.00	0.00	\$0.00	1.00	\$50.00	100.0%	\$50.00	100.0%
808	2" GRC ELBOW	EA	20	\$17.00	\$340.00	0.00	0.00	\$0.00	20.00	\$340.00	100.0%	\$340.00	100.0%
809	2" PVC SCH 40 CONDUIT	LF	530	\$3.00	\$1,590.00	186.00	0.00	\$556.00	344.00	\$1,032.00	100.0%	\$1,590.00	100.0%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	LF	620	\$3.00	\$1,860.00	0.00	0.00	\$0.00	620.00	\$1,860.00	100.0%	\$1,860.00	100.0%
811	3" GRC CONDUIT	EA	40	\$7.00	\$280.00	0.00	0.00	\$0.00	40.00	\$280.00	100.0%	\$280.00	100.0%
812	3" GRC ELBOW	EA	2	\$13.00	\$26.00	0.00	0.00	\$26.00	2.00	\$26.00	100.0%	\$26.00	100.0%
813	3" PVC SCH 40 CONDUIT W/EMBED	LF	370	\$3.00	\$1,110.00	355.00	0.00	\$1,065.00	15.00	\$45.00	100.0%	\$1,110.00	100.0%
814	3" GRC CONDUIT	EA	15	\$4.00	\$60.00	0.00	0.00	\$0.00	15.00	\$60.00	100.0%	\$60.00	100.0%
815	HI COMPRESSION TAP	EA	36	\$15.00	\$540.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
816	#10 AWG CONDUCTOR	LF	10	\$0.50	\$5.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
817	#00 AWG CONDUCTOR	LF	1500	\$0.75	\$1,125.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
818	NO ITEM		0	\$0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
819	NO ITEM		0	\$0.00	\$0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
820	STL LIGHT PULL BOX	EA	4	\$250.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
821	PEL POLE LIGHT FOUND	EA	4	\$500.00	\$2,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
822	PEL LIGHT POLE & LUM FIXTURES, 2 EA	EA	7	\$3,500.00	\$24,500.00	7.00	0.00	\$3,500.00	2.00	\$7,000.00	128.6%	\$4,500.00	128.6%
823	VEHICULAR POLE LIGHT FOUND	EA	2	\$500.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
824	VEHICULAR POLE & SGL LUM	EA	2	\$3,000.00	\$6,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
825	30 AMP DISCONNECT SWITCH W/IFUSES	EA	1	\$300.00	\$300.00	0.00	0.00	\$0.00	1.00	\$300.00	100.0%	\$300.00	100.0%
TOTALS THIS PAGE													
\$7,148.00													
\$14,067.00													
\$21,216.00													

DATE: 8/31/2004  
ESTIMATE: 8

**Town Of Addison**  
Spectrum Dr. North South Extension #04-03

Aug 31, 2004

QUANTITIES THROUGH

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS CONTRACT TOTAL	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	PERCENTAGE COMPLETE
1	CO #1 Fire Lane	LS	1	\$101,587.00	\$101,587.00	1.00	\$101,587.00	0.00	\$0.00	1.00	\$101,587.00	100.0%
2	CO #2 Blks Ret. Remaining Wall Steps	LS	1	\$54,448.90	\$54,448.90	0.00	\$0.00	1.00	\$54,448.90	1.00	\$54,448.90	100.0%
3					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
4					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
				TOTALS THIS PAGE	\$156,036.90		\$101,587.00		\$54,448.90		\$156,036.90	

TOTALS THIS PAGE \$156,036.90

GRAND TOTAL \$2,633,016.40

\$2,460,568.40

\$308,748.40

\$2,162,423.00

\$16,412.27

\$232,833.13

\$17.4%

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 7/28/04

Claim # \_\_\_\_\_

Check \$ 186,779.03

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

Vendor Name SITE CONCRETE

Address 3340 ROY ORR BLVD.

Address GRAND PRAIRIE, TEXAS 75050

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	00	58110	05301		186,779.03

TOTAL \$ 186,779.03

EXPLANATION SPECTRUM DRIVE CONSTRUCTION.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Steve Chatham  
Authorized Signature

\_\_\_\_\_  
Finance

**Application and Certificate For Payment**

**To Owner:**  
 Town Of Addison  
 16801 Westgrove Drive  
 Addison, TX 75001

**From (Contractor):**  
 Site Concrete  
 3340 Roy Orr Blvd  
 Grand Prairie, Texas 75050

**Fax:** (972) 513-0661  
**Phone:** (972) 313-0733

**Project:** Spectrum Dr. North/ South Extension #04-Application No.: 03 6

**Contract Start:** 1/12/2004 **Period to:** 6/25/2004

**Calendar Days:** 210 (incl any by change order) **Date:** 6/30/2004

**Contract Close:** 8/9/2004 **Project No.:** 23-144

**Contractor's Application For Payment  
 Change Order Summary**

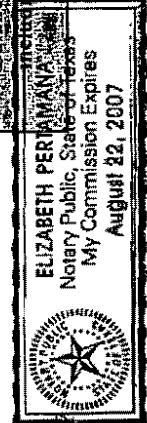
Item	Description	Original Contract Sum	Change Order	Total
1	Fire Lane	\$182,812.00	\$81,225.00	\$264,037.00
<b>Totals</b>				
	Net change by Change orders		0	\$ 81,225.00

Original contract sum:	\$2,638,566.50
Net change by change orders	\$101,857.00
Contract sum to date	\$2,740,423.50
Total Completed and stored to date	\$2,050,912.25
5.0% Retainage	\$102,545.61
Total earned less retainage	\$1,948,366.64
Less previous certificates of payments	\$1,761,587.61

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** [Signature]  
 By: Site Concrete Date: 6/30/04  
 State of: TEXAS County of: DALLAS

Subscribed and Sworn before me on this 30th day of JUNE, 2004  
 Notary Public: Elizabeth Perumma  
 My Commission Expires: 8/22/17



Current Payment Due	\$186,779.05
Balance Forward	\$792,056.80

**Inspector's Certificate for Payment**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment for the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

**Inspector:** [Signature]  
 By: [Signature]  
 Dave Wilbur, Town of Addison  
 Assistant City Engineer

By: [Signature]  
 Steven Chantclaus, Town of Addison

Date: 7/28/04  
 Date: 7/28/04

# Town Of Addison

DATE: 6/30/2004  
ESTIMATE: 6

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH

Jun 30, 2004

ITEMS	UNITS	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
-------	-------	-------------------	-----------------	----------	--------	----------	--------	----------	--------	----------	--------	----------	--------

## CONSTRUCTION

101	MOBILIZATION	1		1.00	\$75,000.00			1.00	\$75,000.00			1.00	\$75,000.00
102	FULL DEPTH SAWCUT	114	LF	114.00	\$1,140.00			114.00	\$1,140.00			114.00	\$1,140.00
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	19	SY	19.00	\$475.00			19.00	\$475.00			19.00	\$475.00
104	6" THICK LIME STAB SUBGRD	6,859	SY	6,859.00	\$13,718.00			6,859.00	\$13,718.00			6,859.00	\$13,718.00
105	HYDRATED LIME	113	TON	113.00	\$80.00			113.00	\$80.00			113.00	\$80.00
106	8" 5000# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	6,229	SY	6,229.00	\$174,412.00			6,229.00	\$174,412.00			6,229.00	\$174,412.00
107	6" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	152	SY	152.00	\$4,560.00			152.00	\$4,560.00			152.00	\$4,560.00
108	8" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	112	SY	112.00	\$3,920.00			112.00	\$3,920.00			112.00	\$3,920.00
109	6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	3,194	LF	3,194.00	\$9,582.00			3,194.00	\$9,582.00			3,194.00	\$9,582.00
110	LONGITUDINAL BUTT JOINT	111	LF	111.00	\$1,110.00			111.00	\$1,110.00			111.00	\$1,110.00
111	CONC ST HEADER	23	LF	23.00	\$230.00			23.00	\$230.00			23.00	\$230.00
112	ACME VEHICULAR BRICK PAVR MATLS, DEL TO SITE	2,372	SF	2,372.00	\$11,860.00			2,372.00	\$11,860.00			2,372.00	\$11,860.00
113	BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF	2,372.00	\$7,116.00			2,372.00	\$7,116.00			2,372.00	\$7,116.00
114	THERMO STOP LINE 24" WIDE	23	LF	23.00	\$12.00			23.00	\$12.00			23.00	\$12.00
115	THERMO STRIPE 4" WIDE	1,942	LF	1,942.00	\$5,826.00			1,942.00	\$5,826.00			1,942.00	\$5,826.00
116	REFL BUTTONS, TY 1-C, 4"	21	EA	21.00	\$6.50			21.00	\$6.50			21.00	\$6.50
117	REFL BUTTONS, TY 11AA, 4"	140	EA	140.00	\$1,260.00			140.00	\$1,260.00			140.00	\$1,260.00
118	ST & TRAFF CTRL SIGNS	5	EA	5.00	\$9.00			5.00	\$9.00			5.00	\$9.00
119	ST NAME SIGN & MOUNT HDWR & APPURT	1	EA	1.00	\$250.00			1.00	\$250.00			1.00	\$250.00
120	UNISTRUY-TELESPAR ST SIGN POST, FOUND, ETC	1	EA	1.00	\$250.00			1.00	\$250.00			1.00	\$250.00
121	REM EX ST BARRICADES & POSTS	44	LF	44.00	\$25.00			44.00	\$25.00			44.00	\$25.00
122	P&T ST BARRICADES & POSTS	50	LF	50.00	\$55.00			50.00	\$55.00			50.00	\$55.00
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	1.00	\$7,500.00			1.00	\$7,500.00			1.00	\$7,500.00
124	UNCLASS ST EXCAV, DISP	20,400	CY	20,400.00	\$9.50			20,400.00	\$193,800.00			20,400.00	\$193,800.00
125	BLACK STL STOP SIGN POLE	1	EA	1.00	\$350.00			1.00	\$350.00			1.00	\$350.00
126	ADDISON CIRCLE FINIAL ON BLACK STL POLE	1	EA	1.00	\$350.00			1.00	\$350.00			1.00	\$350.00
127	STAB CONST ENTR	19	CY	19.00	\$1,900.00			19.00	\$1,900.00			19.00	\$1,900.00
128	SILT FENCE	1,050	LF	1,050.00	\$1.50			1,050.00	\$1,575.00			1,050.00	\$1,575.00
129	INLET PROTECT	5	EA	5.00	\$625.00			5.00	\$625.00			5.00	\$625.00
130	NO ITEM	0	0	0.00	\$0.00			0.00	\$0.00			0.00	\$0.00
131	NO ITEM	0	0	0.00	\$0.00			0.00	\$0.00			0.00	\$0.00
132	NO ITEM	0	0	0.00	\$0.00			0.00	\$0.00			0.00	\$0.00
133	NO ITEM	0	0	0.00	\$0.00			0.00	\$0.00			0.00	\$0.00
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	90	LF	90.00	\$180.00			90.00	\$180.00			90.00	\$180.00
135	PLACE WITH THERMOPLASTIC ARROW	2	EA	2.00	\$150.00			2.00	\$300.00			2.00	\$300.00
TOTALS THIS PAGE													\$533,460.50



**Town Of Addison**  
ENGINEERING

DATE: 6/30/2004  
ESTIMATE: 6

Spectrum Dr. North/ South Extension #04-03

Jun 30, 2004

**CONSTRUCTION**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	PREVIOUS QUANTITY	PREVIOUS UNIT PRICE	TOTAL	QUANTITY	UNIT PRICE	TOTAL	% COMPLETE
201	Water											
202	CONC BLOCKING	CY	9.80	\$1,715.00	\$1,715.00							100.0%
203	DI FITTINGS, CL 250	TON	1.10	\$3,850.00	\$3,850.00							100.0%
204	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	LF	30.00	\$1,350.00	\$1,350.00							100.0%
205	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	LF	489.00	\$8,313.00	\$8,313.00							100.0%
206	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 12"	LF	1087.00	\$22,827.00	\$22,827.00							100.0%
207	RES SEAT GATE VALVE/BOX, 08"	EA	3.00	\$1,725.00	\$5,175.00							100.0%
208	RES SEAT GATE VALVE/BOX, 08"	EA	13.00	\$8,775.00	\$113,775.00							100.0%
209	RES SEAT GATE VALVE/BOX, 12"	EA	5.00	\$1,200.00	\$6,000.00							100.0%
210	FIRE HYDRANT F41	EA	3.00	\$6,000.00	\$18,000.00							100.0%
211	CONNECT TO EX WTR MAIN	EA	2.00	\$1,500.00	\$3,000.00							100.0%
212	2" TY-K SOFT COPPER IRRIGA SERV	EA	1.00	\$750.00	\$750.00							100.0%
213	3.5" HERSEY MVR 100 TURBINE METER	EA	1.00	\$775.00	\$775.00							100.0%
214	BROOKS PROD, #63 17" X 28" PRECAST BOX	EA	0.00	\$250.00	\$0.00							0.0%
215	1.5" FERCO 805Y DEL CHK VALVE ASSY	EA	2.00	\$750.00	\$1,500.00							0.0%
216	2" CL 200 PVC SLEEVE	EA	38.00	\$7.50	\$285.00							100.0%
217	TRENCH SAFETY	LF	1596.00	\$1.00	\$1,596.00							100.0%
218	PERFORM WTR TEST	LS	1.00	\$3,500.00	\$3,500.00							100.0%
301	STRM DRAINAGE											
302	CL III RCP INCL EMBED, 18"	LF	231.00	\$28.00	\$6,468.00							100.0%
303	CL III RCP INCL EMBED, 21"	LF	59.00	\$1,947.00	\$1,947.00							100.0%
304	CL III RCP INCL EMBED, 24"	LF	75.00	\$2,925.00	\$2,925.00							100.0%
305	CL III RCP INCL EMBED, 27"	LF	188.00	\$8,460.00	\$8,460.00							100.0%
306	CL III RCP INCL EMBED, 30"	LF	26.00	\$1,326.00	\$3,450.00							100.0%
307	CL III RCP INCL EMBED, 33"	LF	46.00	\$2,760.00	\$12,760.00							100.0%
308	CL III RCP INCL EMBED, 36"	LF	281.00	\$18,009.00	\$50,809.00							100.0%
309	CL III RCP INCL EMBED, 42"	LF	428.00	\$92.00	\$39,376.00							100.0%
310	REM & DISP OF EX CONC INLET	EA	1.00	\$750.00	\$750.00							100.0%
311	6" STD INLET W/RECESS TOP	EA	1.50	\$2,000.00	\$3,000.00							100.0%
312	6" STD INLET W/RECESS TOP, EXTRA DEPTH	EA	2.25	\$2,400.00	\$5,400.00							100.0%
313	TY 8 MH	EA	2.00	\$3,500.00	\$7,000.00							100.0%
314	RCP 60 DEG FACTORY WYE CONNECT	EA	15.00	\$500.00	\$7,500.00							100.0%
315	CONNECT TO EX PIPE	EA	3.00	\$1,500.00	\$4,500.00							100.0%
316	PRECAST CONC PIPE PLUG	EA	11.00	\$350.00	\$3,850.00							100.0%
401	8-6" PVC WTR PIPE, 08"	LF	1235.00	\$19,780.00	\$24,415.00							100.0%
402	8-6" PVC WTR PIPE, 08"	LF	409.00	\$6,135.00	\$2,500.00							100.0%
403	2 WAY CLEANOUT & CLID	EA	9.00	\$3,150.00	\$28,350.00							100.0%
404	4" DIA WTR MH	EA	3.00	\$2,000.00	\$6,000.00							100.0%
405	8" DIA WTR PIPE PLUG	EA	3.00	\$1,500.00	\$4,500.00							100.0%
406	TY INSPECT OF WTR LINES	LF	1235.00	\$1,852.50	\$2,286.00							100.0%
407	TRENCH SAFETY	LF	1235.00	\$1,235.00	\$1,235.00							100.0%
408	CONNECT TO EX WTR LINES	EA	1.00	\$1,500.00	\$1,500.00							100.0%
501	ELECT DUCTBANK-											
502	8-6" PVC TY DB CONDUITS, ENCASE IN CONC	LF	1052.00	\$115.00	\$120,980.00							100.0%
503	CONNECT TO EX DUCTBANK	EA	1.00	\$3,000.00	\$3,000.00							100.0%
504	STD 4 WAY ELECT DUCTBANK MH	EA	2.00	\$12,000.00	\$24,000.00							100.0%
505	STD 3 WAY ELECT DUCTBANK MH	EA	1.00	\$12,500.00	\$12,500.00							100.0%
506	CONC DUCTBANK END PLUG	EA	3.00	\$500.00	\$1,500.00							100.0%
<b>TOTALS THIS PAGE</b>					<b>\$989,844.50</b>							



# Town Of Addison

DATE: 6/30/2004  
ESTIMATE: 6

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Jun 30, 2004

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	PERCENTAGE	TOTAL	TAXES	NET TOTAL	PERCENTAGE	TOTAL
801	METER SOCKET BASE	2	EA	\$125.00		\$250.00		\$250.00		\$250.00
802	ENCLOSE TO SUPPORT METER, PANEL, CONTR & TIME CLOCK	1	EA	\$3,500.00		\$3,500.00		\$3,500.00		\$3,500.00
803	SERV GROUND	1	EA	\$50.00		\$50.00		\$50.00		\$50.00
804	PANEL BOARD W/BREAKERS	1	EA	\$1,200.00		\$1,200.00		\$1,200.00		\$1,200.00
805	ENCL & CONTACTOR	1	EA	\$900.00		\$900.00		\$900.00		\$900.00
806	7 DAY TIME CLOCK	1	EA	\$75.00		\$75.00		\$75.00		\$75.00
807	PHOTO CELL & CONNECTIONS	1	EA	\$50.00		\$50.00		\$50.00		\$50.00
808	2" GRG ELBOW	57	EA	\$17.00		\$969.00		\$969.00		\$969.00
809	2" PVC SCH 40 CONDUIT	2210	LF	\$3.00		\$6,630.00		\$6,630.00		\$6,630.00
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF	\$3.00		\$7,530.00		\$7,530.00		\$7,530.00
811	2" GRG CONDUIT	156	LF	\$7.00		\$1,092.00		\$1,092.00		\$1,092.00
812	3" GRG ELBOW	4	EA	\$13.00		\$52.00		\$52.00		\$52.00
813	3" PVC SCH 40 CONDUIT W/EMBED	300	LF	\$3.00		\$900.00		\$900.00		\$900.00
814	3" GRG CONDUIT	30	EA	\$4.00		\$120.00		\$120.00		\$120.00
815	HI COMPRESSION TAP	50	EA	\$15.00		\$750.00		\$750.00		\$750.00
816	#10 AWG CONDUCTOR	60	LF	\$1.00		\$60.00		\$60.00		\$60.00
817	#18 AWG CONDUCTOR	2610	LF	\$0.50		\$1,305.00		\$1,305.00		\$1,305.00
819	#14 AWG CONDUCTOR	3040	LF	\$0.75		\$2,280.00		\$2,280.00		\$2,280.00
820	STL LIGHT PULL BOX	11	EA	\$250.00		\$2,750.00		\$2,750.00		\$2,750.00
821	PED POLE LIGHT FOUND	27	EA	\$500.00		\$13,500.00		\$13,500.00		\$13,500.00
822	PED LIGHT POLE & LUMINARIES FIX, 2 EA	27	EA	\$3,700.00		\$99,900.00		\$99,900.00		\$99,900.00
823	VEHICULAR POLE LIGHT FOUND	6	EA	\$500.00		\$3,000.00		\$3,000.00		\$3,000.00
824	VEHICULAR POLE & SGL LUMINARE	6	EA	\$3,000.00		\$18,000.00		\$18,000.00		\$18,000.00
825	30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00		\$300.00		\$300.00		\$300.00
				TOTALS THIS PAGE		\$165,163.00		\$165,163.00		\$165,163.00

# Town Of Addison

DATE: 6/30/2004  
ESTIMATE: 6

Spectrum Dr. North/ South Extension #04-03

DATE: 6/30/2004

Jun 30, 2004

## CONSTRUCTION

ITEM NO.	DESCRIPTION	UNITS	QUANTITIES THROUGH	PREVIOUS PERIOD	THIS PERIOD	TOTAL	UNIT PRICE	TOTAL AMOUNT	PREVIOUS PERIOD	THIS PERIOD	TOTAL	PERCENTAGE
101	MOBILIZATION	1	1.00	1.00	0.00	1.00	\$75,000.00	\$75,000.00	0.00	0.00	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT EX CONC	LF	143.00	143.00	0.00	143.00	\$1,430.00	\$1,430.00	0.00	0.00	\$1,430.00	100.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	SY	11.00	11.00	0.00	11.00	\$275.00	\$275.00	0.00	0.00	\$275.00	100.0%
104	6" LIME STAB	SY	3,115.00	3,115.00	0.00	3,115.00	\$6,230.00	\$6,230.00	0.00	0.00	\$6,230.00	100.0%
105	HYDRATED LIME	TON	51.00	51.00	0.00	51.00	\$4,590.00	\$4,590.00	0.00	0.00	\$4,590.00	99.7%
106	8" 5000# CONC PAVE	SY	3,000.00	2,600.00	0.00	2,600.00	\$24,600.00	\$24,600.00	0.00	0.00	\$24,600.00	86.7%
109	6" 5000# CONC CURB	LF	1,834.00	1,400.00	0.00	1,400.00	\$5,600.00	\$5,600.00	0.00	0.00	\$5,600.00	76.3%
110	LONGITUDINAL BUTT JOINT	LF	118.00	118.00	0.00	118.00	\$1,180.00	\$1,180.00	0.00	0.00	\$1,180.00	100.0%
114	THERMO STOP LINE 24" WIDE	LF	35.00	0.00	0.00	35.00	\$420.00	\$420.00	0.00	0.00	\$420.00	0.0%
115	THERMO STRIPE 4" WIDE	EA	584.00	0.00	0.00	584.00	\$1,752.00	\$1,752.00	0.00	0.00	\$1,752.00	0.0%
116	REFL BUTTONS, 1Y 1-C, 4"	EA	37.00	0.00	0.00	37.00	\$6.50	\$240.50	0.00	0.00	\$240.50	0.0%
117	REFL BUTTONS, 1Y 1-A-A, 4"	EA	76.00	0.00	0.00	76.00	\$9.00	\$684.00	0.00	0.00	\$684.00	0.0%
118	ST & TRAFF CTRL SIGNS	EA	5.00	0.00	0.00	5.00	\$350.00	\$1,750.00	0.00	0.00	\$1,750.00	0.0%
123	BARRICADES, SIGNS & TRAFF CTRL	1	1.00	0.00	0.00	1.00	\$7,500.00	\$7,500.00	0.00	0.00	\$7,500.00	50.0%
127	STAB CONST ENTR	CY	19.00	19.00	0.00	19.00	\$1,900.00	\$1,900.00	0.00	0.00	\$1,900.00	100.0%
128	SILT FENCE	LF	350.00	350.00	0.00	350.00	\$525.00	\$525.00	0.00	0.00	\$525.00	100.0%
129	INLET PROTECT	EA	2.00	0.00	0.00	2.00	\$250.00	\$250.00	0.00	0.00	\$250.00	100.0%
130	RR CROSSINGS	1	1.00	0.00	0.00	1.00	\$50,000.00	\$50,000.00	0.00	0.00	\$50,000.00	100.0%
131	4" HMA CP BASE COURSE	SY	237.00	0.00	0.00	237.00	\$4,740.00	\$4,740.00	0.00	0.00	\$4,740.00	0.0%
132	2" HMA CP SURF COURSE	SY	237.00	0.00	0.00	237.00	\$1,610.00	\$1,610.00	0.00	0.00	\$1,610.00	0.0%
133	IMPORT FILL	CY	3,400.00	3,400.00	0.00	3,400.00	\$30,600.00	\$30,600.00	0.00	0.00	\$30,600.00	100.0%
134	PLACE 6" WIDE THERMO PLASTIC CROSSWALK MARKER	LF	450.00	0.00	0.00	450.00	\$900.00	\$900.00	0.00	0.00	\$900.00	0.0%
135	PLACE WITH THERMO PLASTIC ARROW	EA	11.00	0.00	0.00	11.00	\$190.00	\$1,850.00	0.00	0.00	\$1,850.00	0.0%
<b>TOTALS THIS PAGE</b>							<b>\$284,996.50</b>				<b>\$284,996.50</b>	

Town Of Addison

DATE: 6/30/2004  
ESTIMATE: 6

QUANTITIES THROUGH Jun 30, 2004

ITEM#	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT	PREVIOUS PERIOD	QUANTITY	PERIOD	AMOUNT	PERIOD	AMOUNT	PERCENT	DATE
201	Water												
201	CONC BLOCKING	21.80	CY	\$175.00	\$3,815.00	21.80	21.80	0.00	\$3,815.00	0.00	\$3,815.00	100.0%	6/30/04
202	DI FITTINGS	0.50	TON	\$3,500.00	\$1,750.00	0.50	0.50	0.00	\$1,750.00	0.00	\$1,750.00	100.0%	6/30/04
203	AWWA C909 DR18 CL 150 PVC WTR PIPE, 6"	24.00	LF	\$45.00	\$1,080.00	24.00	24.00	0.00	\$1,080.00	0.00	\$1,080.00	100.0%	6/30/04
204	PVC AWWA C909 DR18 CL 150 WTR PIPE, 6"	85.00	LF	\$17.00	\$1,445.00	85.00	85.00	0.00	\$1,445.00	0.00	\$1,445.00	100.0%	6/30/04
205	AWWA C909 DR18 CL 150 PVC WTR PIPE, 12"	640.00	LF	\$21.00	\$13,440.00	640.00	640.00	0.00	\$13,440.00	0.00	\$13,440.00	100.0%	6/30/04
206	RES SEAT GATE VALVE BOX 6"	1.00	EA	\$575.00	\$575.00	1.00	1.00	0.00	\$575.00	0.00	\$575.00	100.0%	6/30/04
207	RES SEAT GATE VALVE BOX 8"	4.00	EA	\$675.00	\$2,700.00	4.00	4.00	0.00	\$2,700.00	0.00	\$2,700.00	100.0%	6/30/04
208	RES SEAT GATE VALVE BOX 12"	1.00	EA	\$1,200.00	\$1,200.00	1.00	1.00	0.00	\$1,200.00	0.00	\$1,200.00	100.0%	6/30/04
209	FIRE HYDRANT	1.00	EA	\$2,000.00	\$2,000.00	1.00	1.00	0.00	\$2,000.00	0.00	\$2,000.00	100.0%	6/30/04
210	CONNECT TO EX WTR MAIN	2.00	EA	\$1,500.00	\$3,000.00	2.00	2.00	0.00	\$3,000.00	0.00	\$3,000.00	100.0%	6/30/04
211	1.5" TY K SOFT COPPER IRRIGA SERV	128.00	LF	\$225.00	\$28,800.00	128.00	128.00	0.00	\$28,800.00	0.00	\$28,800.00	100.0%	6/30/04
212	2" TY K SOFT COPPER IRRIGA SERV	1.00	EA	\$750.00	\$750.00	1.00	1.00	0.00	\$750.00	0.00	\$750.00	100.0%	6/30/04
213	1.5" HERSEY MVR 100 TURBINE METER	1.00	EA	\$775.00	\$775.00	1.00	1.00	0.00	\$775.00	0.00	\$775.00	100.0%	6/30/04
214	BROOKS PROD #65 17" X 28" PRECAST BOX	2.00	EA	\$250.00	\$500.00	2.00	2.00	0.00	\$500.00	0.00	\$500.00	100.0%	6/30/04
215	1.5" FEGCO 805Y DBL CHECK VALVE ASSY	1.00	EA	\$750.00	\$750.00	1.00	1.00	0.00	\$750.00	0.00	\$750.00	100.0%	6/30/04
216	2" CL 200 PVC SLEEVE	30.00	LF	\$7.50	\$225.00	30.00	30.00	0.00	\$225.00	0.00	\$225.00	100.0%	6/30/04
217	TRENCH SAFETY	750.00	LF	\$1.00	\$750.00	750.00	750.00	0.00	\$750.00	0.00	\$750.00	100.0%	6/30/04
218	PERFORM WTR TEST	1.00	LS	\$3,000.00	\$3,000.00	1.00	1.00	0.00	\$3,000.00	0.00	\$3,000.00	100.0%	6/30/04
219	2" AIR REL VALVE	2.00	EA	\$1,600.00	\$3,200.00	2.00	2.00	0.00	\$3,200.00	0.00	\$3,200.00	100.0%	6/30/04
220	12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN BORE PIPE	103.00	LF	\$12.00	\$1,236.00	103.00	103.00	0.00	\$1,236.00	0.00	\$1,236.00	100.0%	6/30/04
-STEM DRAINAGE-													
301	CL III RCP 18"	153.00	LF	\$28.00	\$4,284.00	153.00	153.00	0.00	\$4,284.00	0.00	\$4,284.00	100.0%	6/30/04
302	CL III RCP 21"	111.00	LF	\$33.00	\$3,663.00	111.00	111.00	0.00	\$3,663.00	0.00	\$3,663.00	100.0%	6/30/04
309	CL III RCP 48"	740.00	LF	\$110.00	\$81,400.00	740.00	740.00	0.00	\$81,400.00	0.00	\$81,400.00	100.0%	6/30/04
310	CL II RCRC 6' X 3' INCL EMBED	284.00	LF	\$210.00	\$59,640.00	284.00	284.00	0.00	\$59,640.00	0.00	\$59,640.00	100.0%	6/30/04
311	CL III RCRC 6' X 4' INCL EMBED	450.00	LF	\$238.00	\$107,100.00	450.00	450.00	0.00	\$107,100.00	0.00	\$107,100.00	100.0%	6/30/04
312	RCP FLOW EQUALIZER 24"	2.00	EA	\$1,500.00	\$3,000.00	2.00	2.00	0.00	\$3,000.00	0.00	\$3,000.00	100.0%	6/30/04
314	REM & DISP OF EXIST RCP	233.00	LF	\$10.00	\$2,330.00	233.00	233.00	0.00	\$2,330.00	0.00	\$2,330.00	100.0%	6/30/04
315	CONC JUNCTION BOX	1.00	EA	\$14,000.00	\$14,000.00	1.00	1.00	0.00	\$14,000.00	0.00	\$14,000.00	100.0%	6/30/04
316	10" STD INLET WIRECESS TOP	2.00	EA	\$2,400.00	\$4,800.00	2.00	2.00	0.00	\$4,800.00	0.00	\$4,800.00	100.0%	6/30/04
320	TY B HEADWALL	3.00	EA	\$1,500.00	\$4,500.00	3.00	3.00	0.00	\$4,500.00	0.00	\$4,500.00	100.0%	6/30/04
321	RCP 60 DEG FACTORY WYE CONNECT	2.00	EA	\$1,000.00	\$2,000.00	2.00	2.00	0.00	\$2,000.00	0.00	\$2,000.00	100.0%	6/30/04
322	CONNECT TO EX PIPE	2.00	EA	\$1,500.00	\$3,000.00	2.00	2.00	0.00	\$3,000.00	0.00	\$3,000.00	100.0%	6/30/04
323	CONNECT TO EX STRUCT	1.00	EA	\$1,500.00	\$1,500.00	1.00	1.00	0.00	\$1,500.00	0.00	\$1,500.00	100.0%	6/30/04
324	PRECAST CONC PIPE PLUS	1.00	EA	\$350.00	\$350.00	1.00	1.00	0.00	\$350.00	0.00	\$350.00	100.0%	6/30/04
325	REM & DISP OF EX HEADWALLS & CONC RIP RAP	1.00	LS	\$1,500.00	\$1,500.00	1.00	1.00	0.00	\$1,500.00	0.00	\$1,500.00	100.0%	6/30/04
TOTALS THIS PAGE											\$359,983.00		

# Town Of Addison

DATE: 6/30/2004  
ESTIMATE: 6

QUANTITIES THROUGH Jun 30, 2004

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PREVIOUS PERIOD	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	TOTAL QUANTITY	TOTAL AMOUNT	PERCENT COMPLETE
601	IRRIGA SYS, COMPLETE	LS	1	\$15,000.00	\$15,000.00	0.25	0.00	\$3,750.00	0.25	\$3,750.00	25.0%
602	60" SQ TREE GRATE	EA	11	\$1,260.00	\$13,860.00	0.00	10.00	\$0.00	10.00	\$12,000.00	90.9%
603	4" PVC SCH 40 SUBDRAIN SYS	LF	544	\$22.00	\$11,968.00	544.00	0.00	\$11,968.00	544.00	\$11,968.00	100.0%
604	RED OAK, 200 GAL	EA	11	\$1,600.00	\$17,600.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
610	4" 3000# CONC SUBBASE, SW	SF	16379	\$2.75	\$45,042.25	0.00	14000.00	\$38,500.00	14000.00	\$38,500.00	85.5%
611	GLEN-GARY PED BRICK PAVEMENT MATLS DEL TO SITE	SF	16379	\$3.50	\$57,326.50	16379.00	0.00	\$57,326.50	16379.00	\$57,326.50	100.0%
612	FURN & PLACE BEDD MATLS & BRICK PAVERS	SF	70	\$2.50	\$175.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
613	TRUNCATED DOME PAVERS ON NEW RAMPS	SF	70	\$7.50	\$525.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
614	CONC RETAIN WALL, BACKFILL & DRAINS	CY	66	\$425.00	\$28,050.00	66.00	0.00	\$28,050.00	66.00	\$28,050.00	100.0%
615	BIKE RAIL ON RETAIN WALL	LF	57	\$100.00	\$5,700.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
				TOTALS THIS PAGE	\$234,758.25			\$101,094.50		\$151,594.50	

Town Of Addison

DATE: 6/30/2004  
ESTIMATE: 6

Jun 30, 2004

QUANTITIES THROUGH

ITEM	DESCRIPTION	EST. QTY	UNIT	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	CUMULATIVE QUANTITY	CUMULATIVE AMOUNT	PERCENT COMPLETE
------	-------------	----------	------	----------------	-------------------	-----------------	----------------------	--------------------	---------------------	-------------------	------------------

CONSTRUCTION											
701	TS-2 CABINET & SIG CTRL	1	EA	\$14,000.00		\$14,000.00	0.00	\$0.00	0.00	\$0.00	0.0%
702	TRAFF SIG CTRL FOUNDATION	1	EA	\$1,500.00		\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.0%
703	TY C PULL BOX W/CONC APRON	4	EA	\$450.00		\$1,800.00	0.00	\$0.00	2.00	\$900.00	50.0%
704	ELECT CONDUCTOR #6 XHHW WIRE, POWER	1211	LF	\$1.00		\$1,211.00	0.00	\$0.00	0.00	\$0.00	0.0%
705	ELECT CONDUCTOR #6 AWG CU WIRE, GRND	717	LF	\$4.00		\$2,868.00	0.00	\$0.00	0.00	\$0.00	0.0%
706	TRAFF SIG CABLE, 16 COND, #14 CABLE	430	LF	\$4.00		\$1,720.00	0.00	\$0.00	0.00	\$0.00	0.0%
707	TRAFF SIG CABLE, 18 AWG, VIDEO CABLE	430	LF	\$2.50		\$1,075.00	0.00	\$0.00	0.00	\$0.00	0.0%
708	TRAFF SIG CABLE, #18 AWG CU WIRE	430	LF	\$1.00		\$430.00	0.00	\$0.00	0.00	\$0.00	0.0%
709	PVC CONDUIT W/EMBED, 3"	18	LF	\$13.00		\$234.00	0.00	\$0.00	0.00	\$0.00	0.0%
710	PVC CONDUIT W/EMBED, 4"	630	LF	\$4.00		\$2,520.00	0.00	\$0.00	151.00	\$604.00	24.0%
711	ECONOLITE MNP SOLDPRO VIDEO DETECTION CAMERAS	222	LF	\$17.00		\$3,774.00	0.00	\$0.00	210.00	\$3,570.00	94.6%
712	TY 3/4-A TRAFF SIG FOUND	4	EA	\$4,800.00		\$19,200.00	0.00	\$0.00	0.00	\$0.00	0.0%
713	TY 4/4-A TRAFF SIG FOUND	2	EA	\$4,800.00		\$9,600.00	0.00	\$0.00	2.00	\$9,600.00	100.0%
714	INTERNAL LIGHT ST NAME SIGNS	2	EA	\$2,000.00		\$4,000.00	0.00	\$0.00	2.00	\$4,000.00	100.0%
715	PED SIG W/COUNTDOWN LED	4	EA	\$3,500.00		\$14,000.00	0.00	\$0.00	0.00	\$0.00	0.0%
716	PED SIG W/COUNTDOWN LED	6	EA	\$1,500.00		\$9,000.00	0.00	\$0.00	0.00	\$0.00	0.0%
717	STL TRAFF SIG POLE ASSY, 1 ARM, 3/8"	1	EA	\$3,200.00		\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.0%
718	STL TRAFF SIG POLE ASSY, 1 ARM, 40"	1	EA	\$3,200.00		\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.0%
719	STL TRAFF SIG POLE ASSY, 1 ARM, 50"	1	EA	\$8,700.00		\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.0%
720	PED TRAFF SIG POLE ASSY, 1 ARM, 55"	1	EA	\$8,700.00		\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.0%
721	PED DETECTOR PUSHBUTTON	8	EA	\$135.00		\$1,080.00	0.00	\$0.00	0.00	\$0.00	0.0%
722	12" LED RED TRAFF SIG LAMP	13	EA	\$100.00		\$1,300.00	0.00	\$0.00	0.00	\$0.00	0.0%
723	12" LED YEL TRAFF SIG LAMP	13	EA	\$110.00		\$1,430.00	0.00	\$0.00	0.00	\$0.00	0.0%
724	12" LED GRN TRAFF SIG LAMP	13	EA	\$200.00		\$2,600.00	0.00	\$0.00	0.00	\$0.00	0.0%
725	12" LED GRN & YEL ARROW TRAFF SIG LAMP	4	EA	\$250.00		\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.0%
726	F-81 OPTICOM	4	EA	\$1,250.00		\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.0%
				TOTALS THIS PAGE		\$123,911.00		\$0.00		\$18,874.00	

# Town Of Addison

DATE: 6/30/2004  
ESTIMATE: 6

Jan 30, 2004

QUANTITIES THROUGH

ITEM NO	DESCRIPTION	UNIT	QTY	QUANTITIES THROUGH		CURRENT PERIOD		PREVIOUS PERIOD		CUMULATIVE		TOTALS	PERCENT
				AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY				
801	METER SOCKET BASE	EA	2	\$125.00		\$125.00		\$0.00		\$125.00		\$125.00	0.0%
802	ENCLGS TO SUPPORT METER, PANEL, CONTACTOR, TIME CLOCK	EA	1	\$3,500.00		\$3,500.00		\$0.00		\$3,500.00		\$3,500.00	0.0%
803	SERV GRND	EA	1	\$50.00		\$50.00		\$0.00		\$50.00		\$50.00	0.0%
804	PANEL BRD W/BREAKERS	EA	1	\$1,200.00		\$1,200.00		\$0.00		\$1,200.00		\$1,200.00	0.0%
805	ENCLGS & CONTACTOR	EA	1	\$900.00		\$900.00		\$0.00		\$900.00		\$900.00	0.0%
806	7 DAY TIME CLOCK	EA	1	\$75.00		\$75.00		\$0.00		\$75.00		\$75.00	0.0%
807	PHOTO CELL & CONNECTIONS	EA	1	\$50.00		\$50.00		\$0.00		\$50.00		\$50.00	0.0%
808	2" GRC ELBOW	EA	20	\$17.00		\$340.00		\$0.00		\$340.00		\$340.00	0.0%
809	2" PVC SCH 40 CONDUIT	LF	530	\$3.00		\$1,590.00		\$0.00		\$1,590.00		\$1,590.00	0.0%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	LF	620	\$3.00		\$1,860.00		\$0.00		\$1,860.00		\$1,860.00	0.0%
811	2" GRC CONDUIT	LF	40	\$7.00		\$280.00		\$0.00		\$280.00		\$280.00	0.0%
812	3" GRC ELBOW	EA	2	\$13.00		\$26.00		\$0.00		\$26.00		\$26.00	0.0%
813	3" PVC SCH 40 CONDUIT W/EMBED	LF	370	\$3.00		\$1,110.00		\$0.00		\$1,110.00		\$1,110.00	0.0%
814	3" GRC CONDUIT	EA	15	\$4.00		\$60.00		\$0.00		\$60.00		\$60.00	0.0%
815	HT COMPRESSION TAP	EA	36	\$15.00		\$540.00		\$0.00		\$540.00		\$540.00	0.0%
816	#10 AWG CONDUCTOR	LF	10	\$5.00		\$50.00		\$0.00		\$50.00		\$50.00	0.0%
817	#08 AWG CONDUCTOR	LF	1500	\$0.75		\$1,125.00		\$0.00		\$1,125.00		\$1,125.00	0.0%
818	NO ITEM	LF	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0%
819	NO ITEM	EA	0	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0.0%
820	STL LIGHT PULL BOX	EA	4	\$250.00		\$1,000.00		\$0.00		\$1,000.00		\$1,000.00	0.0%
821	PEP POLE LIGHT FOUND	EA	7	\$500.00		\$3,500.00		\$0.00		\$3,500.00		\$3,500.00	0.0%
822	PEP LIGHT POLE & LUM FIXTURES, 2 EA	EA	7	\$3,700.00		\$25,900.00		\$0.00		\$25,900.00		\$25,900.00	0.0%
823	VEHICULAR POLE LIGHT FOUND	EA	2	\$500.00		\$1,000.00		\$0.00		\$1,000.00		\$1,000.00	0.0%
824	VEHICULAR POLE & SGL LUM	EA	2	\$3,000.00		\$6,000.00		\$0.00		\$6,000.00		\$6,000.00	0.0%
825	30 AMP DISCONNECT SWITCH W/FUSES	EA	1	\$300.00		\$300.00		\$0.00		\$300.00		\$300.00	0.0%
				TOTALS THIS PAGE		\$50,861.00		\$0.00		\$50,861.00		\$50,861.00	0.0%



DATE: 6/30/2004  
ESTIMATE: 6

**Town Of Addison**  
Spectrum Dr. North/South Extension #04-03

Jun 30, 2004

QUANTITIES THROUGH

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% COMPLETE	DOLLARS COMPLETE
1	CO #1 Fire Lane	LS	1	\$101,587.00	\$101,587.00	1.00	\$101,587.00	0.00	\$0.00	1.00	\$101,587.00	100.0%	\$101,587.00
2					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00
3					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00
4					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	\$0.00
TOTALS THIS PAGE					\$101,587.00		\$101,587.00		\$0.00		\$101,587.00		

TOTALS THIS PAGE \$101,587.00

GRAND TOTAL \$2,638,666.50

\$1,854,382.75

\$196,609.50

\$2,050,912.25

77.7%

**CONSTRUCTION**

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 8/5/04

Claim # \_\_\_\_\_

Check \$ 16.88

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT-ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	56570	05301		16.88

TOTAL \$ 16.88

EXPLANATION SPECTRUM DRIVE DESIGN  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chittiman  
 Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

JULY 23, 2004

INVOICE # 132201023

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED JULY 3, 2004

---

### REIMBURSABLES

MILEAGE & FEES	<u>16.88</u>
	16.88

TOTAL REIMBURSABLES	16.88
---------------------	-------

---

TOTAL DUE THIS INVOICE	<u>\$16.88</u>
------------------------	----------------

*to pay!*  
*O.K. Sze*  
*8/5/04*

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 8/11/04

Claim # \_\_\_\_\_

Check \$ 96,435.21

Vendor No. \_\_\_\_\_  
 Vendor Name SITE CONCRETE, INC.  
 Address 3340 ROY ORR BLVD.  
 Address GRAND PRAIRIE, TEXAS 75050  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	44	000	58110	05301		96,435.21

TOTAL # 96,435.21

EXPLANATION SPECTRUM DRIVE CONSTRUCTION  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chitchon  
 Authorized Signature

\_\_\_\_\_  
 Finance

**Application and Certificate For Payment**

**To Owner:** Town Of Addison  
16801 Westgrove Drive  
Addison, TX 75001

**From (Contractor):** Site Concrete  
3340 Roy Orr Blvd  
Grand Prairie, Texas 75050

**Fax:** (972) 313-0661

**Phone:** (972) 313-0733

**Project:** Spectrum Dr. North/ South Extension #04 Application No.: 7

**Contract Start:** 1/12/2004 **Period to:** 7/30/2004

**Calendar Days:** 210 (incl any by change order) **Date:** 7/30/2004


**Contract Close:** 8/9/2004 **Project No.:** 23-144

**Contractor's Application For Payment  
Change Order Summary**

Item	Description	Quantity	Unit Price	Total
1	Fire Lane		\$182,812.00	\$81,225.00
<b>Totals</b>		0	\$ 182,812.00	\$ 81,225.00
<b>Net change by Change orders</b>				\$ 101,857.00

Original contract sum:	\$2,638,566.50
Net change by change orders	\$101,857.00
Contract sum to date	\$2,740,423.50
Total Completed and stored to date	\$2,152,423.00
5.0% Retainage	\$107,621.15
Total earned less retainage	\$2,044,801.85
Less previous certificates of payments	\$1,948,366.64

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** 

**By:** Site Concrete

**Date:** 8-2-04

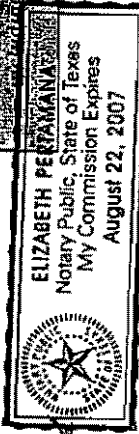
**State of:** TEXAS

**County of:** DALLAS

Subscribed and Sworn before me on this 2nd day of August, 2004

**Notary Public:** Elizabeth Pedraza


**My Commission Expires:** 8/22/07



**Inspector's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the Amount Certified.

**Amount Certified:** \$ \_\_\_\_\_

**Inspector:** 

**By:** Dave Wilder, Town of Addison  
Assistant City Engineer:

**Date:** 8/11/04

**By:** Steve Chatchin  
Steven Chatchin, Town of Addison

# Town Of Addison

DATE: 7/30/2004  
ESTIMATE: 7

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH: Jul 30, 2004

ITEM	DESCRIPTION	UNITS	QUANTITY	PREVIOUS PERIOD	THIS PERIOD	QUANTITY TO DATE	AMOUNT	PERCENT COMPLETE
------	-------------	-------	----------	-----------------	-------------	------------------	--------	------------------

## CONSTRUCTION

101	MOBILIZATION	1	LS	\$75,000.00	1.00	\$75,000.00	0.00	1.00	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT	114	LF	\$1,140.00	114.00	\$1,140.00	0.00	114.00	\$1,140.00	100.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	19	SY	\$475.00	19.00	\$475.00	0.00	19.00	\$475.00	100.0%
104	6" THICK LIME STAB SUBGRD	6,859	SY	\$25.00	6,859.00	\$174,475.00	0.00	6,859.00	\$174,475.00	100.0%
105	HYDRATED LIME	113	TON	\$90.00	113.00	\$10,170.00	0.00	113.00	\$10,170.00	99.5%
106	8" 5000# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	6,229	SY	\$28.00	6,229.00	\$174,412.00	0.00	6,229.00	\$174,412.00	100.0%
107	6" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	152	SY	\$30.00	152.00	\$4,560.00	0.00	152.00	\$4,560.00	100.0%
108	8" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	112	SY	\$33.00	112.00	\$3,920.00	0.00	112.00	\$3,920.00	100.0%
109	6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	3,194	LF	\$3.00	3,194.00	\$9,582.00	0.00	3,194.00	\$9,582.00	100.0%
110	LONGITUDINAL BUTT JOINT	111	LF	\$10.00	111.00	\$1,110.00	0.00	111.00	\$1,110.00	100.0%
111	CONC ST HEADER	23	LF	\$10.00	23.00	\$230.00	0.00	23.00	\$230.00	100.0%
112	ACME VEHICULAR BRICK PAVEM MATLS, DEL TO SITE	2,372	SF	\$5.00	2,372.00	\$11,860.00	0.00	2,372.00	\$11,860.00	100.0%
113	BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF	\$3.00	2,372.00	\$7,116.00	0.00	2,372.00	\$7,116.00	100.0%
114	THERMO STOP LINE 24" WIDE	23	LF	\$12.00	23.00	\$276.00	0.00	23.00	\$276.00	0.0%
115	REFL STRIPS 4" WIDE	1,942	LF	\$3.00	1,942.00	\$5,826.00	0.00	1,942.00	\$5,826.00	0.0%
116	REFL BUTTONS, TY 11AA, 4"	21	EA	\$6.50	21.00	\$136.50	0.00	21.00	\$136.50	0.0%
117	REFL BUTTIONS, TY 11AA, 4"	140	EA	\$9.00	140.00	\$1,260.00	0.00	140.00	\$1,260.00	0.0%
118	ST & TRAFF CTRL SIGNS	5	EA	\$350.00	5.00	\$1,750.00	0.00	5.00	\$1,750.00	0.0%
119	ST NAME SIGN & MOUNT HDWR & APPURT	1	EA	\$250.00	1.00	\$250.00	0.00	1.00	\$250.00	0.0%
120	UNISTRUT, TELESPAR, ST SIGN POST, FOUND, ETC	1	EA	\$250.00	1.00	\$250.00	0.00	1.00	\$250.00	0.0%
121	REM EX ST BARRICADES & POSTS	44	LF	\$25.00	44.00	\$1,100.00	0.00	44.00	\$1,100.00	100.0%
122	FAI ST BARRICADES & POSTS	50	LF	\$55.00	50.00	\$2,750.00	0.00	50.00	\$2,750.00	0.0%
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00	0.75	\$5,625.00	0.00	0.75	\$5,625.00	75.0%
124	UNCLASS ST EXGAVA, DISP	20,400	CY	\$9.50	18,200.00	\$172,900.00	0.00	18,200.00	\$172,900.00	89.2%
125	BLACK STL STOP SIGN POLE	1	EA	\$350.00	1.00	\$350.00	0.00	1.00	\$350.00	0.0%
126	ADDISON CIRCLE FINIAL ON BLACK STL POLE	1	EA	\$350.00	1.00	\$350.00	0.00	1.00	\$350.00	0.0%
127	STAB CONST ENTR	19	CY	\$100.00	18.00	\$1,800.00	0.00	18.00	\$1,800.00	100.0%
128	SILT FENCE	1,050	LF	\$1.50	1,050.00	\$1,575.00	0.00	1,050.00	\$1,575.00	100.0%
129	INLET PROTECT	5	EA	\$125.00	5.00	\$625.00	0.00	5.00	\$625.00	100.0%
130	NO ITEM	0	0	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
131	NO ITEM	0	0	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
132	NO ITEM	0	0	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
133	NO ITEM	0	0	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	9	LF	\$0.00	9.00	\$0.00	0.00	9.00	\$0.00	0.0%
135	PLACE WITH THERMOPLASTIC ARROW	90	LF	\$2.00	90.00	\$180.00	0.00	90.00	\$180.00	0.0%
			2	EA	\$150.00	\$300.00	0.00	2.00	\$300.00	0.0%
			TOTALS THIS PAGE		\$533,480.50				\$497,016.00	

# Town Of Addison

DATE: 7/30/2004  
ESTIMATE: 7

Spectrum Dr. North/South Extension #04-03

Jul 30, 2004

## QUANTITIES THROUGH CONSTRUCTION

ITEM#	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	TOTAL QUANTITY	TOTAL AMOUNT	% COMPLETE
201	WATER											
202	CON BLOCKING	CY	9.80	\$175.00	\$1,715.00	9.80	\$1,715.00	0.00	\$0.00	9.80	\$1,715.00	100.0%
203	DI FITTINGS, CL 250	TON	1.10	\$3,850.00	\$4,235.00	1.10	\$4,235.00	0.00	\$0.00	1.10	\$4,235.00	100.0%
204	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 06"	LF	30	\$495.00	\$14,850.00	30.00	\$14,850.00	0.00	\$0.00	30.00	\$14,850.00	100.0%
205	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	LF	489	\$17.00	\$8,313.00	489.00	\$8,313.00	0.00	\$0.00	489.00	\$8,313.00	100.0%
206	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 12"	LF	1087	\$21.00	\$22,827.00	1087.00	\$22,827.00	0.00	\$0.00	1087.00	\$22,827.00	100.0%
207	RES SEAT GATE VALVE/BOX, 06"	EA	3	\$875.00	\$2,625.00	3.00	\$2,625.00	0.00	\$0.00	3.00	\$2,625.00	100.0%
208	RES SEAT GATE VALVE/BOX, 08"	EA	13	\$875.00	\$11,375.00	13.00	\$11,375.00	0.00	\$0.00	13.00	\$11,375.00	100.0%
209	RES SEAT GATE VALVE/BOX, 12"	EA	5	\$1,200.00	\$6,000.00	5.00	\$6,000.00	0.00	\$0.00	5.00	\$6,000.00	100.0%
210	FIRE HYDRANT F&I	EA	3	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00	3.00	\$6,000.00	100.0%
211	CONNECT TO EX WTR MAIN	EA	2	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
212	2" TY K-SOFT COPPER BRIGA SERV	EA	1	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
213	1.5" HERSEY MVR 100 TURBINE METER	EA	1	\$775.00	\$775.00	0.80	\$620.00	0.20	\$155.00	1.00	\$930.00	0.0%
214	BROOKS PROD, #63 17" X 28" PRECAST BOX	EA	2	\$250.00	\$500.00	0.00	\$0.00	2.00	\$500.00	2.00	\$500.00	100.0%
215	1.5" FEBCO 805Y DBL CHK VALVE ASSY	EA	2	\$750.00	\$1,500.00	0.00	\$0.00	2.00	\$1,500.00	2.00	\$1,500.00	100.0%
216	2" CL 200 PVC SLEEVE	EA	38	\$7.50	\$285.00	38.00	\$285.00	0.00	\$0.00	38.00	\$285.00	100.0%
217	TRENCH SAFETY	LF	1598	\$1.00	\$1,598.00	1598.00	\$1,598.00	0.00	\$0.00	1598.00	\$1,598.00	100.0%
218	PERFORM WTR TEST	LS	1	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	100.0%
301	STRM DRAINAGE											
302	CL III RCP INCL EMBED, 16"	LF	231	\$28.00	\$6,468.00	231.00	\$6,468.00	0.00	\$0.00	231.00	\$6,468.00	100.0%
303	CL III RCP INCL EMBED, 21"	LF	59	\$33.00	\$1,947.00	59.00	\$1,947.00	0.00	\$0.00	59.00	\$1,947.00	100.0%
304	CL III RCP INCL EMBED, 24"	LF	75	\$39.00	\$2,925.00	75.00	\$2,925.00	0.00	\$0.00	75.00	\$2,925.00	100.0%
305	CL III RCP INCL EMBED, 30"	LF	188	\$45.00	\$8,460.00	188.00	\$8,460.00	0.00	\$0.00	188.00	\$8,460.00	100.0%
306	CL III RCP INCL EMBED, 36"	LF	28	\$51.00	\$1,428.00	28.00	\$1,428.00	0.00	\$0.00	28.00	\$1,428.00	100.0%
307	CL III RCP INCL EMBED, 42"	LF	46	\$50.00	\$2,300.00	46.00	\$2,300.00	0.00	\$0.00	46.00	\$2,300.00	100.0%
308	CL III RCP INCL EMBED, 48"	LF	261	\$68.00	\$17,688.00	261.00	\$17,688.00	0.00	\$0.00	261.00	\$17,688.00	100.0%
309	CL III RCP INCL EMBED, 54"	LF	428	\$92.00	\$39,376.00	428.00	\$39,376.00	0.00	\$0.00	428.00	\$39,376.00	100.0%
310	CL III RCP INCL EMBED, 60"	EA	1	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
311	REM & DISP OF EX CONC INLET	EA	2.00	\$2,000.00	\$4,000.00	2.00	\$4,000.00	0.00	\$0.00	2.00	\$4,000.00	100.0%
312	6" STD INLET WIRECESS TOP	EA	3	\$2,400.00	\$7,200.00	3.00	\$7,200.00	0.00	\$0.00	3.00	\$7,200.00	100.0%
313	6" STD INLET WIRECESS TOP, EXTRA DEPTH	EA	2	\$3,600.00	\$7,200.00	2.00	\$7,200.00	0.00	\$0.00	2.00	\$7,200.00	100.0%
314	TY 8 MH	EA	15	\$500.00	\$7,500.00	15.00	\$7,500.00	0.00	\$0.00	15.00	\$7,500.00	100.0%
315	RCP 60 DEG FACTORY WYE CONNECT	EA	3	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00	3.00	\$4,500.00	100.0%
316	CONNECT TO EX PIPE	EA	3	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00	3.00	\$4,500.00	100.0%
317	PRECAST CONC PIPE PLUG	EA	11	\$350.00	\$3,850.00	11.00	\$3,850.00	0.00	\$0.00	11.00	\$3,850.00	100.0%
401	-WWTR-											
402	SDR26 PVC WWTR PIPE, 08"	LF	1235	\$16.00	\$19,760.00	1235.00	\$19,760.00	0.00	\$0.00	1235.00	\$19,760.00	100.0%
403	SDR26 PVC WWTR PIPE, 06"	LF	409	\$15.00	\$6,135.00	409.00	\$6,135.00	0.00	\$0.00	409.00	\$6,135.00	100.0%
404	2 WAY GLEAOUT & CLID	EA	9	\$350.00	\$3,150.00	9.00	\$3,150.00	0.00	\$0.00	9.00	\$3,150.00	100.0%
405	4 DIA WWTR MH	EA	3	\$5,000.00	\$15,000.00	3.00	\$15,000.00	0.00	\$0.00	3.00	\$15,000.00	100.0%
406	8 DIA WWTR PIPE PLUG	EA	3	\$150.00	\$450.00	3.00	\$450.00	0.00	\$0.00	3.00	\$450.00	100.0%
407	TV INSPECT OF WWTR LINES	LF	1235	\$1.50	\$1,852.50	1235.00	\$1,852.50	0.00	\$0.00	1235.00	\$1,852.50	100.0%
408	TRENCH SAFETY	LF	1235	\$1.00	\$1,235.00	1235.00	\$1,235.00	0.00	\$0.00	1235.00	\$1,235.00	100.0%
409	CONNECT TO EX WWTR LINES	EA	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
501	-ELECT DUCTBANK-											
502	8" PVC TY DB CONDUITS, ENCASE IN CONC	LF	1052	\$115.00	\$120,980.00	1052.00	\$120,980.00	0.00	\$0.00	1052.00	\$120,980.00	100.0%
503	CONNECT TO EX DUCTBANK	EA	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00	100.0%
504	STD 4 WAY ELECT DUCTBANK MH	EA	2	\$12,000.00	\$24,000.00	2.00	\$24,000.00	0.00	\$0.00	2.00	\$24,000.00	100.0%
505	STD 3 WAY ELECT DUCTBANK MH	EA	1	\$12,500.00	\$12,500.00	1.00	\$12,500.00	0.00	\$0.00	1.00	\$12,500.00	100.0%
506	CONC DUCTBANK END PLUG	EA	3	\$500.00	\$1,500.00	3.00	\$1,500.00	0.00	\$0.00	3.00	\$1,500.00	100.0%
TOTALS THIS PAGE											\$387,819.50	

# Town Of Addison

DATE: 7/30/2004  
ESTIMATE: 7

Spectrum Dr. North/ South Extension #04-03

Jul.30. 2004

QUANTITIES THROUGH

ITEM	DESCRIPTION	EST. QTY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS PERIOD	CURRENT PERIOD	TOTAL	PERCENT	DATE
<b>CONSTRUCTION</b>									
601	IRRIGA SYS COMPLETE	1	\$30,000.00	\$30,000.00	0.25	0.00	0.25	25.0%	\$7,500.00
602	60" SQ TREE GRATE	23	\$1,200.00	\$27,600.00	23.00	0.00	23.00	100.0%	\$27,600.00
603	4" PVC SCH 40 SUBDRAIN SYS	1841	\$21.00	\$38,661.00	1841.00	0.00	1841.00	100.0%	\$38,661.00
604	RED OAK 200 GAL	41	\$1,600.00	\$65,600.00	0.00	0.00	0.00	0.0%	\$0.00
605	DWARF YALPON HOLLY 1 GAL	390	\$5.00	\$1,950.00	0.00	0.00	0.00	0.0%	\$0.00
606	DAYLILY 1 GAL	130	\$7.00	\$910.00	0.00	0.00	0.00	0.0%	\$0.00
607	YELLOW BEARD IRIS 1 GAL	130	\$7.00	\$910.00	0.00	0.00	0.00	0.0%	\$0.00
608	DAFFODIL 1 GAL	266	\$7.00	\$1,862.00	0.00	0.00	0.00	0.0%	\$0.00
609	BI FEEDING HEART 1 GAL	78	\$8.00	\$624.00	0.00	0.00	0.00	0.0%	\$0.00
610	4" 3000# CONC SUBBASE SW	25233	\$2.75	\$69,390.75	20411.00	3860.00	23891.00	96.1%	\$65,975.25
611	GLEN-GARY PED BRICK PAVE MATLS DEL TO SITE	25233	\$3.50	\$88,315.50	25233.00	0.00	25233.00	100.0%	\$88,315.50
612	BEDDING MATLS FOR PED BRICK PAVERS	25233	\$2.50	\$63,082.50	20411.00	3580.00	23891.00	96.1%	\$59,977.50
613	TRUNCATED DOME PAVERS ON NEW RAMPS	228	\$7.50	\$1,710.00	0.00	0.00	0.00	0.0%	\$0.00
				TOTALS THIS PAGE	\$380,765.75	\$289,234.25	\$18,795.00		\$288,029.25



# Town Of Addison

DATE: 7/30/2004  
ESTIMATE: 7

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH: Jul 30, 2004

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	QUANTITY THIS PERIOD	TOTAL THIS PERIOD	AMOUNT THIS PERIOD	TOTAL AMOUNT	PERCENTAGE	ADDITIONAL COMMENTS
801	METER SOCKET BASE	2	EA	\$125.00	\$250.00	0.00	\$0.00	2	2	\$250.00	\$250.00	0.0%	
802	ENCLOSE TO SUPPORT METER, PANEL, CONTR. & TIME CLOCK	1	EA	\$3,500.00	\$3,500.00	0.00	\$0.00	1	1	\$3,500.00	\$3,500.00	0.0%	
803	SERV GROUND	1	EA	\$50.00	\$50.00	0.00	\$0.00	1	1	\$50.00	\$50.00	0.0%	
804	PANEL BOARD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	0.00	\$0.00	1	1	\$1,200.00	\$1,200.00	0.0%	
805	ENCL & CONTACTOR	1	EA	\$900.00	\$900.00	0.00	\$0.00	1	1	\$900.00	\$900.00	0.0%	
806	7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	0.00	\$0.00	1	1	\$75.00	\$75.00	0.0%	
807	PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	0.00	\$0.00	1	1	\$50.00	\$50.00	0.0%	
808	2" PVC SCH 40 CONDUIT	2210	LF	\$17.00	\$37,570.00	2616.00	\$44,508.00	0.00	0.00	\$0.00	\$44,508.00	118.4%	
809	2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF	\$3.00	\$7,530.00	3050.00	\$9,150.00	0.00	0.00	\$0.00	\$9,150.00	121.5%	
810	2" GRC CONDUIT	158	LF	\$7.00	\$1,106.00	0.00	\$0.00	158	158	\$1,106.00	\$1,106.00	0.0%	
811	3" GRC ELBOW	4	EA	\$13.00	\$52.00	0.00	\$0.00	4	4	\$52.00	\$52.00	0.0%	
812	3" GRC CONDUIT	30	EA	\$4.00	\$120.00	0.00	\$0.00	30	30	\$120.00	\$120.00	0.0%	
813	HI COMPRESSION TAP	50	EA	\$15.00	\$750.00	0.00	\$0.00	50	50	\$750.00	\$750.00	0.0%	
814	#10 AWG CONDUCTOR	80	LF	\$1.00	\$80.00	0.00	\$0.00	80	80	\$80.00	\$80.00	0.0%	
815	#10 AWG CONDUCTOR	2810	LF	\$0.50	\$1,405.00	0.00	\$0.00	2810	2810	\$1,405.00	\$1,405.00	0.0%	
816	#10 AWG CONDUCTOR	3040	LF	\$0.75	\$2,280.00	0.00	\$0.00	3040	3040	\$2,280.00	\$2,280.00	0.0%	
817	STL LIGHT PULL BOX	11	EA	\$250.00	\$2,750.00	0.00	\$0.00	11	11	\$2,750.00	\$2,750.00	36.4%	
818	PED POLE LIGHT FOUND	27	EA	\$500.00	\$13,500.00	0.00	\$0.00	27	27	\$13,500.00	\$13,500.00	48.1%	
819	PED LIGHT POLE & LUMINARIES FIX 2 EA	27	EA	\$3,700.00	\$99,900.00	0.00	\$0.00	27	27	\$99,900.00	\$99,900.00	286.7%	
820	VEHICULAR POLE LIGHT FOUND	6	EA	\$500.00	\$3,000.00	0.00	\$0.00	6	6	\$3,000.00	\$3,000.00	0.0%	
821	VEHICULAR POLE & EGL LUMINARE	6	EA	\$3,000.00	\$18,000.00	0.00	\$0.00	6	6	\$18,000.00	\$18,000.00	0.0%	
822	30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	0.00	\$0.00	1	1	\$300.00	\$300.00	0.0%	
				TOTALS THIS PAGE	\$165,163.00					\$16,998.00	\$15,500.00		



Town Of Addison

DATE: 7/30/2004  
ESTIMATE: 7

July 30, 2004

QUANTITIES THROUGH

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	CONTRACT TOTAL	PREVIOUS QUANTITY	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% COMPLETE
----------	-------------	---------------	------	----------------	-------------------	--------------------	------------------	----------------	------------

CONSTRUCTION

201	Water	21.80	CY	\$3,815.00	21.80	\$3,815.00	21.80	\$3,815.00	100.0%
202	CONC BLOCKING	0.50	TON	\$1,750.00	0.50	\$1,750.00	0.50	\$1,750.00	100.0%
203	DI FITTINGS	24	LF	\$45.00	24	\$45.00	24	\$45.00	100.0%
204	AWWA C900 DR18 CL 150 WTR PIPE 6"	85	LF	\$17.00	85	\$1,445.00	85	\$1,445.00	100.0%
205	PVC AWWA C900 DR18 CL 150 WTR PIPE WEMBED, 08"	840	LF	\$21.00	840	\$13,440.00	840	\$13,440.00	100.0%
206	AWWA C909 DR18 CL 150 WTR PIPE 12"	1	EA	\$575.00	1	\$575.00	1	\$575.00	100.0%
207	RES SEAT GATE VALVE/BOX 6"	4	EA	\$575.00	4	\$2,700.00	4	\$2,700.00	100.0%
208	RES SEAT GATE VALVE/BOX 8"	1	EA	\$2,000.00	1	\$2,000.00	1	\$2,000.00	100.0%
209	RES SEAT GATE VALVE/BOX 12"	1	EA	\$2,000.00	1	\$2,000.00	1	\$2,000.00	100.0%
210	FIRE HYDRANT	1	EA	\$2,000.00	1	\$2,000.00	1	\$2,000.00	100.0%
211	CONNECT TO EX WTR MAIN	1	EA	\$1,500.00	1	\$3,000.00	1	\$3,000.00	100.0%
212	STL CASING PIPE BY BORE, 24"	126	EA	\$225.00	126	\$28,350.00	126	\$28,350.00	100.0%
213	2" TY K SOFT COPPER IRRIGA SERV	1	EA	\$750.00	1	\$750.00	1	\$750.00	100.0%
214	1.5" HERSEY MVR 100 TURBINE METER	1	EA	\$775.00	1	\$775.00	1	\$775.00	100.0%
215	BROOKS PROD #65 17" X 28" PRECAST BOX	2	EA	\$250.00	2	\$500.00	2	\$500.00	100.0%
216	1.5" FERGO 805Y DBL CHECK VALVE ASSY	1	EA	\$750.00	1	\$750.00	1	\$750.00	100.0%
217	2" CL 200 PVC SLEEVE	30	LF	\$7.50	30	\$225.00	30	\$225.00	100.0%
218	TRENCH SAFETY	750	LF	\$1.00	750	\$750.00	750	\$750.00	100.0%
219	PERFORM WTR TEST	1	LS	\$3,000.00	1	\$3,000.00	1	\$3,000.00	100.0%
220	2" AIR REL VALVE	2	EA	\$1,600.00	2	\$3,200.00	2	\$3,200.00	100.0%
221	12" PVC AWWA C908 DR18 CL 150 WTR PIPE IN BORE PIPE	103	LF	\$12.00	103	\$1,236.00	103	\$1,236.00	100.0%
-STRM DRAINAGE-									
301	CL III RCP 48"	153	LF	\$28.00	153	\$4,284.00	153	\$4,284.00	100.0%
302	CL III RCP 24"	111	LF	\$33.00	111	\$3,663.00	111	\$3,663.00	100.0%
303	CL III RCP 48"	740	LF	\$110.00	740	\$81,400.00	740	\$81,400.00	100.0%
310	CL II RCRC 6' X 3' INCL EMBED	284	LF	\$210.00	284	\$59,640.00	284	\$59,640.00	100.0%
311	CL III RCRC 8' X 4' INCL EMBED	450	LF	\$238.00	450	\$107,100.00	450	\$107,100.00	100.0%
312	REM & DISP OF EXIST RCP	2	EA	\$1,500.00	2	\$3,000.00	2	\$3,000.00	100.0%
314	CONC JUNCTION BOX	233	LF	\$10.00	233	\$2,330.00	233	\$2,330.00	100.0%
315	CONC JUNCTION BOX	1	EA	\$14,000.00	1	\$14,000.00	1	\$14,000.00	100.0%
318	40 STD INLET WIRECESS TOP	2	EA	\$2,800.00	2	\$5,600.00	2	\$5,600.00	100.0%
320	TY B HEADWALL	3	EA	\$1,500.00	3	\$4,500.00	3	\$4,500.00	100.0%
321	RCP 60 DEG FACTORY WYE CONNECT	2	EA	\$500.00	2	\$1,000.00	2	\$1,000.00	100.0%
322	CONNECT TO EX PIPE	2	EA	\$1,500.00	2	\$3,000.00	2	\$3,000.00	100.0%
323	CONNECT TO EX STRUCT	1	EA	\$1,500.00	1	\$1,500.00	1	\$1,500.00	100.0%
324	PRECAST CONC PIPE PILING	1	EA	\$350.00	1	\$350.00	1	\$350.00	100.0%
325	REM & DISP OF EX HEADWALLS & CONC RIP RAP	1	LS	\$1,500.00	1	\$1,500.00	1	\$1,500.00	100.0%
				TOTALS THIS PAGE		\$363,408.00		\$363,408.00	

# Town Of Addison

DATE: 7/30/2004  
ESTIMATE: 7

QUANTITIES THROUGH Jul 30, 2004

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
601	IRRIGA SYS, COMPLETE	LS	1	\$15,000.00	\$15,000.00	0.25	\$3,750.00	0.00	\$0.00	25.0%
602	80" SQ TREE GRATE	EA	11	\$1,200.00	\$13,200.00	10.00	\$12,000.00	10.00	\$12,000.00	90.9%
603	4" PVC SCH 40 SUBDRAIN SYS	LF	544	\$22.00	\$11,968.00	544.00	\$11,968.00	0.00	\$11,968.00	100.0%
604	RED OAK, 200 GAL	EA	11	\$1,660.00	\$17,860.00	0.00	\$0.00	0.00	\$0.00	0.0%
610	4" 3000# CONC SUBBAE, SW	SF	16379	\$2.75	\$45,042.25	14000.00	\$38,500.00	585.00	\$1,553.75	88.9%
611	GLEN-GARY PED BRICK PAVER MATLS DEL TO SITE	SF	16379	\$3.50	\$57,326.50	16379.00	\$57,326.50	0.00	\$0.00	100.0%
612	FURN & PLACE BEDD MATLS & BRICK PAVERS	SF	16379	\$2.50	\$40,947.50	0.00	\$0.00	15354.00	\$38,385.00	93.7%
613	TRUNCATED DOME PAVERS ON NEW RAMPS	SF	70	\$7.50	\$525.00	0.00	\$0.00	0.00	\$0.00	0.0%
614	CONC RETAIN WALL, BACKFILL & DRAINS	CY	66	\$28,050.00	\$1,851,533.25	66.00	\$28,050.00	66.00	\$28,050.00	100.0%
615	BIKE RAIL ON RETAIN WALL	LF	61	\$100.00	\$6,100.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE					\$234,759.25		\$151,584.50		\$39,938.75	



Town Of Addison

DATE: 7/30/2004  
ESTIMATE: 7

Jul 30, 2004

QUANTITIES THROUGH

CONSTRUCTION

ITEM	DESCRIPTION	UNIT	QUANTITY	PREVIOUS QUANTITY	AMOUNT THIS PERIOD	AMOUNT TO DATE	% COMPLETE	% BOLLARDS
801	METER SOCKET BASE	EA	2	0.00	\$0.00	\$0.00	0.00	0.0%
802	ENCLOS TO SUPPORT METER, PANEL, CONTACTOR, TIME CLOCK	EA	1	0.00	\$3,500.00	\$3,500.00	0.00	0.0%
803	SERV GRID	EA	1	0.00	\$50.00	\$50.00	0.00	0.0%
804	PANEL BRD W/ BREAKERS	EA	1	0.00	\$1,200.00	\$1,200.00	0.00	0.0%
805	ENCLOS & CONTACTOR	EA	1	0.00	\$900.00	\$900.00	0.00	0.0%
806	7 DAY TIME CLOCK	EA	1	0.00	\$75.00	\$75.00	0.00	0.0%
807	PHOTO CELL & CONNECTIONS	EA	1	0.00	\$50.00	\$50.00	0.00	0.0%
808	2" GRC ELBOW	EA	20	0.00	\$17.00	\$340.00	0.00	0.0%
809	2" PVC SCH 40 CONDUIT	LF	530	0.00	\$3.00	\$1,590.00	186.00	\$558.00
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	LF	820	0.00	\$7.00	\$5,740.00	0.00	\$0.00
811	2" GRC CONDUIT	EA	40	0.00	\$13.00	\$520.00	0.00	\$0.00
812	3" GRC ELBOW	EA	2	0.00	\$26.00	\$26.00	0.00	\$0.00
813	3" PVC SCH 40 CONDUIT W/EMBED	LF	370	330.00	\$3.00	\$1,110.00	2.00	\$26.00
814	3" GRC CONDUIT	EA	15	0.00	\$4.00	\$60.00	0.00	\$0.00
815	HI COMPRESSION TAP	EA	36	0.00	\$16.00	\$576.00	0.00	\$0.00
816	#10 AWG CONDUCTOR	LF	10	0.00	\$0.50	\$5.00	0.00	\$0.00
817	#8 AWG CONDUCTOR	LF	1500	0.00	\$0.75	\$1,125.00	0.00	\$0.00
818	NO ITEM		0	0.00	\$0.00	\$0.00	0.00	\$0.00
819	NO ITEM		0	0.00	\$0.00	\$0.00	0.00	\$0.00
820	STL LIGHT PULL BOX	EA	4	0.00	\$250.00	\$1,000.00	0.00	\$0.00
821	PED LIGHT POLE & LUM FIXTURES, 2 EA	EA	7	0.00	\$500.00	\$3,500.00	0.00	\$1,000.00
822	PED LIGHT POLE & LUM FIXTURES, 2 EA	EA	7	0.00	\$3,700.00	\$13,300.00	7.00	\$3,500.00
823	VEHICULAR POLE LIGHT FOUND	EA	2	0.00	\$500.00	\$1,000.00	0.00	\$0.00
824	VEHICULAR POLE & SGL LUM	EA	2	0.00	\$3,000.00	\$6,000.00	2.00	\$1,000.00
825	30 AMP DISCONNECT SWITCH W/FUSES	EA	1	0.00	\$300.00	\$300.00	0.00	\$0.00
			1	0.00	\$300.00	\$300.00	0.00	\$0.00
TOTALS THIS PAGE					\$990.00	\$6,158.00	0.00	\$7,148.00

DATE: 7/30/2004  
ESTIMATE: 7

**Town Of Addison**  
Spectrum Dr. North South Extension #04-03

QUANTITIES THROUGH Jul 30, 2004

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	PREVIOUS QUANTITY	PREVIOUS TOTAL	QUANTITY THIS PERIOD	QUANTITY TO DATE	UNIT PRICE	TOTAL TO DATE	PERCENT COMPLETE
1	CO #1 Fire Lane	LS	1	\$101,587.00	\$101,587.00	1.00	\$101,587.00	0.00	1.00	\$0.00	\$101,587.00	100.0%
2				\$0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	0.0%
3				\$0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	0.0%
4				\$0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	\$0.00	0.0%
TOTALS THIS PAGE					\$101,587.00		\$101,587.00			\$0.00	\$101,587.00	

TOTALS THIS PAGE \$101,587.00

GRAND TOTAL \$2,638,566.58

\$101,510.76

\$2,152,423.00

81.5%

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 6/24/04

Claim # \_\_\_\_\_

Check \$ 365.76

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 01022	.46	000	56570	05301		365.76

TOTAL \$ 365.76

EXPLANATION SPECTRUM DRIVE NORTH / SOUTH EXTENSION

Steve Chritchman  
 Authorized Signature

\_\_\_\_\_  
 Finance



# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

JUNE 15, 2004

INVOICE # 132201022

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED MAY 29, 2004 ..

---

### REIMBURSABLES

DELIVERY CHARGES	68.04
REPRODUCTION	212.73
MILEAGE & FEES	67.52
DELIVERY CHARGES FED EX	<u>17.47</u>
	365.76

TOTAL REIMBURSABLES 365.76

---

TOTAL DUE THIS INVOICE \$365.76

---

*O.K. to PAY!  
SZC  
6/24/04*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 6/4/04

Claim # \_\_\_\_\_

Check \$ 136,690.04

Vendor No. \_\_\_\_\_  
 Vendor Name SITE CONCRETE  
 Address 3340 ROY ORR BLVD.  
 Address GRAND PRAIRIE, TEXAS 75050  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		136,690.04

TOTAL \$ 136,690.04

EXPLANATION SPECTRUM DRIVE CONSTRUCTION  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chutehain  
 Authorized Signature

\_\_\_\_\_  
 Finance

**Application and Certificate For Payment**

**To Owner:**  
 Town Of Addison  
 16801 Westgrove Drive  
 Addison, TX 75001

**From (Contractor):**  
 Site Concrete  
 3340 Roy Orr Blvd  
 Grand Prairie, Texas 75050  
 (972) 513-0661  
 Phone: (972) 313-0733

**Project:** Spectrum Dr. North/ South Extension #04. Application No.: 5

**Contract Start:** 1/12/2004 **Period to:** 5/28/2004

**Calendar Days:** 210 (incl any by change order) **Date:** 6/1/2004

**Contract Close:** 8/9/2004 **Project No.:** 23-144

**Contractor's Application For Payment  
 Change Order Summary**

Item	Description	Change	Approved	Deductions	Net Change
1	Fire Lane	\$182,812.00	\$81,225.00		\$81,225.00
<b>Totals</b>					
<b>Net change by Change orders</b>		<b>\$ 182,812.00</b>	<b>\$ 81,225.00</b>		<b>\$ 101,587.00</b>

Original contract sum:	\$2,638,566.50
Net change by change orders	\$101,857.00
Contract sum to date	\$2,740,423.50
Total Completed and stored to date	\$1,854,302.75
5.0% Retainage	\$92,715.14
Total earned less retainage	\$1,761,587.61
Less previous certificates of payments	\$1,624,897.57

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** *[Signature]*

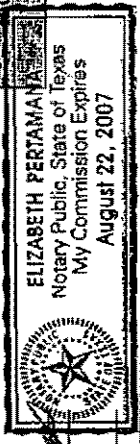
**By:** Site Concrete **Date:** 6/2/4

**State of:** TEXAS **County of:** DALLAS

Subscribed and Sworn before me on this 2nd day of JUNE, 2004

**Notary Public:** Elizabeth Pertamina **Date:** 6/2/2007

**My Commission Expires:** 8/22/2007



**Inspector's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the Amount Certified.

**Inspector:** *[Signature]* **Date:** 6/4/04

**By:** Dave Wilde, Town of Addison **Date:** 6/4/04

**Assistant City Engineer:** *[Signature]*

**By:** Steven Cauchian, Town of Addison **Date:** 6/4/04

Town Of Addison

DATE: 5/28/2004  
ESTIMATE: 5

Spectrum Dr. North South Extension #04-03

QUANTITIES THROUGH

May 26, 2004

ITEM	DESCRIPTION	UNIT	QUANTITY	CONTRACT PRICE	PREVIOUS PERIOD	THIS PERIOD	QUANTITY	CONTRACT PRICE	PREVIOUS PERIOD	THIS PERIOD	QUANTITY	CONTRACT PRICE	PREVIOUS PERIOD	THIS PERIOD	QUANTITY	CONTRACT PRICE	PREVIOUS PERIOD	THIS PERIOD
------	-------------	------	----------	----------------	-----------------	-------------	----------	----------------	-----------------	-------------	----------	----------------	-----------------	-------------	----------	----------------	-----------------	-------------

CONSTRUCTION

101	MOBILIZATION	1	LS	\$75,000.00			1.00	\$75,000.00			1.00	\$75,000.00			1.00	\$75,000.00			100.0%	
102	FULL DEPTH SAWCUT	114	LF	\$10.00			114.00	\$1,140.00			114.00	\$1,140.00			114.00	\$1,140.00			100.0%	
103	REN & DISP OF EX CONC & ASPH PAVE INCL CURB	19	SY	\$25.00			19.00	\$475.00			19.00	\$475.00			19.00	\$475.00			100.0%	
104	6" THICK LIME STAB SUBGRD	6,859	SY	\$2.00			6,859.00	\$13,718.00			6,859.00	\$13,718.00			6,859.00	\$13,718.00			100.0%	
105	HYDRATED LIME	113	TON	\$90.00			113.00	\$10,170.00			113.00	\$10,170.00			113.00	\$10,170.00			99.9%	
106	8" 500# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	6,229	SY	\$28.00			6,229.00	\$174,412.00			6,229.00	\$174,412.00			6,229.00	\$174,412.00			100.0%	
107	8" 500# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	152	SY	\$30.00			152.00	\$4,560.00			152.00	\$4,560.00			152.00	\$4,560.00			100.0%	
108	8" 500# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	112	SY	\$35.00			112.00	\$3,920.00			112.00	\$3,920.00			112.00	\$3,920.00			100.0%	
109	8" 500# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	3,194	LF	\$3.00			3,194.00	\$9,582.00			3,194.00	\$9,582.00			3,194.00	\$9,582.00			100.0%	
110	LONGITUDINAL BUTT JOINT	111	LF	\$10.00			111.00	\$1,110.00			111.00	\$1,110.00			111.00	\$1,110.00			100.0%	
111	CONC ST HEADER	23	LF	\$30.00			23.00	\$690.00			23.00	\$690.00			23.00	\$690.00			100.0%	
112	ACME VEHICULAR BRICK PAVER MATLS, DEL TO SITE	2,372	SF	\$5.00			2,372.00	\$11,860.00			2,372.00	\$11,860.00			2,372.00	\$11,860.00			100.0%	
113	BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF	\$3.00			2,372.00	\$7,116.00			2,372.00	\$7,116.00			2,372.00	\$7,116.00			0.0%	
114	THERMO STOP LINE 24" WIDE	23	LF	\$12.00			23.00	\$276.00			23.00	\$276.00			23.00	\$276.00			0.0%	
115	THERMO STRIPE 4" WIDE	1,942	LF	\$3.00			1,942.00	\$5,826.00			1,942.00	\$5,826.00			1,942.00	\$5,826.00			0.0%	
116	REFL BUTTONS, TY 1-C, 4"	21	EA	\$6.50			21.00	\$136.50			21.00	\$136.50			21.00	\$136.50			0.0%	
117	REFL BUTTONS, TY 1AAA, 4"	140	EA	\$9.00			140.00	\$1,260.00			140.00	\$1,260.00			140.00	\$1,260.00			0.0%	
118	ST & TRAFF CTRL SIGNS	5	EA	\$350.00			5.00	\$1,750.00			5.00	\$1,750.00			5.00	\$1,750.00			0.0%	
119	ST NAME SIGN & MOUNT HDWR & APPURT	1	EA	\$250.00			1.00	\$250.00			1.00	\$250.00			1.00	\$250.00			0.0%	
120	UNISTRUT-TELESPAR ST SIGN POST, FOUND, ETC	1	EA	\$250.00			1.00	\$250.00			1.00	\$250.00			1.00	\$250.00			0.0%	
121	REN EX ST BARRICADES & POSTS	44	LF	\$25.00			44.00	\$1,100.00			44.00	\$1,100.00			44.00	\$1,100.00			100.0%	
122	EX ST BARRICADES & POSTS	50	LF	\$55.00			50.00	\$2,750.00			50.00	\$2,750.00			50.00	\$2,750.00			0.0%	
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00			1.00	\$7,500.00			1.00	\$7,500.00			1.00	\$7,500.00			75.0%	
124	UNGLASS ST EXCAV, DISP	20,490	CY	\$9.50			20,490.00	\$193,803.00			20,490.00	\$193,803.00			20,490.00	\$193,803.00			89.2%	
125	BLACK STL STOP SIGN POLE	1	EA	\$350.00			1.00	\$350.00			1.00	\$350.00			1.00	\$350.00			0.0%	
126	ADDISON CIRCLE FINAL ON BLACK STL POLE	1	EA	\$350.00			1.00	\$350.00			1.00	\$350.00			1.00	\$350.00			0.0%	
127	STAB CONST ENTR	19	CY	\$100.00			19.00	\$1,900.00			19.00	\$1,900.00			19.00	\$1,900.00			100.0%	
128	SILT FENCE	1,050	LF	\$1.50			1,050.00	\$1,575.00			1,050.00	\$1,575.00			1,050.00	\$1,575.00			100.0%	
129	INLET PROTECT	5	EA	\$125.00			5.00	\$625.00			5.00	\$625.00			5.00	\$625.00			0.0%	
130	NO ITEM	0	0	\$0.00			0.00	\$0.00			0.00	\$0.00			0.00	\$0.00			0.0%	
131	NO ITEM	0	0	\$0.00			0.00	\$0.00			0.00	\$0.00			0.00	\$0.00			0.0%	
132	NO ITEM	0	0	\$0.00			0.00	\$0.00			0.00	\$0.00			0.00	\$0.00			0.0%	
133	NO ITEM	0	0	\$0.00			0.00	\$0.00			0.00	\$0.00			0.00	\$0.00			0.0%	
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	90	LF	\$2.00			90.00	\$180.00			90.00	\$180.00			90.00	\$180.00			0.0%	
135	PLACE WITH THERMOPLASTIC ARROW	2	EA	\$150.00			2.00	\$300.00			2.00	\$300.00			2.00	\$300.00			0.0%	
				TOTALS THIS PAGE					\$538,480.50				\$469,692.00			\$31,684.00				

**Town Of Addison**  
ENGINEERING

DATE: 5/29/2004  
ESTIMATE: 5

Spectrum Dr. North South Extension #04-03

QUANTITIES THROUGH

May 28, 2004

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS CONTRACT TOTAL	PREVIOUS CONTRACT PERIOD	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	AMOUNT TO DATE	PERCENTAGE TO DATE
201	Water										
202	CONC BLOCKING	CY	9.80	\$175.00	\$1,715.00			9.80	\$0.00	\$1,715.00	100.0%
203	DI FITTINGS, CL 250	TON	1.10	\$3,850.00	\$3,850.00			1.10	\$0.00	\$3,850.00	100.0%
204	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 06"	LF	30.00	\$45.00	\$1,350.00			30.00	\$0.00	\$1,350.00	100.0%
205	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	LF	489.00	\$17.00	\$8,313.00			489.00	\$0.00	\$8,313.00	100.0%
206	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 12"	LF	1087.00	\$21.00	\$22,827.00			1087.00	\$0.00	\$22,827.00	100.0%
207	RES SEAT GATE VALVE/BOX, 06"	EA	3.00	\$575.00	\$1,725.00			3.00	\$0.00	\$1,725.00	100.0%
208	RES SEAT GATE VALVE/BOX, 08"	EA	13.00	\$675.00	\$8,775.00			13.00	\$0.00	\$8,775.00	100.0%
209	RES SEAT GATE VALVE/BOX, 12"	EA	5.00	\$1,200.00	\$6,000.00			5.00	\$0.00	\$6,000.00	100.0%
210	FIRE HYDRANT F81	EA	3.00	\$2,000.00	\$6,000.00			3.00	\$0.00	\$6,000.00	100.0%
211	CONNECT TO EX WTR MAIN	EA	2.00	\$1,500.00	\$3,000.00			2.00	\$0.00	\$3,000.00	100.0%
212	2" TY & SOFT COPPER IRRIGA SERV	EA	1.00	\$750.00	\$750.00			1.00	\$0.00	\$750.00	100.0%
213	1.5" HERSEY MVR 100 TURBINE METER	EA	1.00	\$775.00	\$775.00			1.00	\$0.00	\$775.00	100.0%
214	BROOKS PROD, #65 17" X 26" PRECAST BOX	EA	2.00	\$250.00	\$500.00			2.00	\$0.00	\$500.00	100.0%
215	1.5" FEBCO 805Y DBL CHK VALVE ASSY	EA	1.00	\$750.00	\$750.00			1.00	\$0.00	\$750.00	100.0%
216	2" CL 200 PVC SLEEVE	LF	38.00	\$7.50	\$285.00			38.00	\$0.00	\$285.00	100.0%
217	TRENCH SAFETY	LF	1596.00	\$1.00	\$1,596.00			1596.00	\$0.00	\$1,596.00	100.0%
218	PERFORM WTR TEST	LS	1.00	\$3,500.00	\$3,500.00			1.00	\$0.00	\$3,500.00	100.0%
301	STRM DRAINAGE										
302	CL III RCP INCL EMBED, 18"	LF	231.00	\$28.00	\$6,468.00			231.00	\$0.00	\$6,468.00	100.0%
303	CL III RCP INCL EMBED, 21"	LF	59.00	\$33.00	\$1,947.00			59.00	\$0.00	\$1,947.00	100.0%
304	CL III RCP INCL EMBED, 24"	LF	75.00	\$39.00	\$2,925.00			75.00	\$0.00	\$2,925.00	100.0%
305	CL III RCP INCL EMBED, 27"	LF	188.00	\$45.00	\$8,460.00			188.00	\$0.00	\$8,460.00	100.0%
306	CL III RCP INCL EMBED, 30"	LF	26.00	\$51.00	\$1,326.00			26.00	\$0.00	\$1,326.00	100.0%
307	CL III RCP INCL EMBED, 36"	LF	16.00	\$62.00	\$992.00			16.00	\$0.00	\$992.00	100.0%
308	CL III RCP INCL EMBED, 42"	LF	261.00	\$98.00	\$25,578.00			261.00	\$0.00	\$25,578.00	100.0%
309	CL III RCP INCL EMBED, 48"	LF	428.00	\$92.00	\$39,376.00			428.00	\$0.00	\$39,376.00	100.0%
310	REM & DISP OF EX CONC INLET	EA	1.00	\$750.00	\$750.00			1.00	\$0.00	\$750.00	100.0%
311	6" STD INLET WIRECESS TOP	EA	1.50	\$2,000.00	\$3,000.00			1.50	\$0.00	\$3,000.00	75.0%
312	6" STD INLET WIRECESS TOP, EXTRA DEPTH	EA	2.25	\$2,400.00	\$5,400.00			2.25	\$0.00	\$5,400.00	100.0%
313	TY 8 MH	EA	2.00	\$3,600.00	\$7,200.00			2.00	\$0.00	\$7,200.00	100.0%
314	RCP 60 DEG FACTORY WYE CONNECT	EA	15.00	\$500.00	\$7,500.00			15.00	\$0.00	\$7,500.00	100.0%
315	CONNECT TO EX PIPE	EA	3.00	\$1,500.00	\$4,500.00			3.00	\$0.00	\$4,500.00	100.0%
316	PRECAST CONC PIPE PLUG	EA	11.00	\$250.00	\$2,750.00			11.00	\$0.00	\$2,750.00	100.0%
401	-WWTR-										
402	SDR28 PVC WWTR PIPE, 06"	LF	1235.00	\$16.00	\$19,760.00			1235.00	\$0.00	\$19,760.00	100.0%
403	SDR28 PVC WWTR PIPE, 08"	LF	409.00	\$15.00	\$6,135.00			409.00	\$0.00	\$6,135.00	100.0%
404	2 WAY CLEANOUT & CI LID	EA	9.00	\$250.00	\$2,250.00			9.00	\$0.00	\$2,250.00	100.0%
405	4" DIA WWTR MH	EA	3.00	\$2,000.00	\$6,000.00			3.00	\$0.00	\$6,000.00	100.0%
406	8" DIA WWTR PIPE PLUG	EA	3.00	\$150.00	\$450.00			3.00	\$0.00	\$450.00	100.0%
407	TV INSPECT OF WWTR LINES	LF	1235.00	\$1.50	\$1,852.50			1235.00	\$0.00	\$1,852.50	100.0%
408	TRENCH SAFETY	LF	1235.00	\$1.00	\$1,235.00			1235.00	\$0.00	\$1,235.00	100.0%
409	CONNECT TO EX WWTR LINES	EA	1.00	\$1,500.00	\$1,500.00			1.00	\$0.00	\$1,500.00	100.0%
501	-ELECT DUCTBANK-										
502	8-6" PVC TY DB CONDUITS, ENCASE IN CONC	LF	1052.00	\$115.00	\$120,980.00			1052.00	\$0.00	\$120,980.00	100.0%
503	CONNECT TO EX DUCTBANK	EA	1.00	\$3,000.00	\$3,000.00			1.00	\$0.00	\$3,000.00	100.0%
504	STD 4 WAY ELECT DUCTBANK MH	EA	2.00	\$12,000.00	\$24,000.00			2.00	\$0.00	\$24,000.00	100.0%
505	STD 3 WAY ELECT DUCTBANK MH	EA	1.00	\$12,500.00	\$12,500.00			1.00	\$0.00	\$12,500.00	100.0%
506	CONC DUCTBANK END PLUG	EA	3.00	\$500.00	\$1,500.00			3.00	\$0.00	\$1,500.00	100.0%
TOTALS THIS PAGE											\$365,019.50

Town Of Addison  
ENGINEERING

DATE: 5/28/2004  
ESTIMATE: 5

Spectrum Dr. North/ South Extension #04-03

May 28, 2004

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS PERIOD QUANTITY	PREVIOUS PERIOD AMOUNT	CURRENT PERIOD QUANTITY	CURRENT PERIOD AMOUNT	AMOUNT TO DATE	PERCENT COMPLETE
North											
601	IRRIGA SYS COMPLETE	1	LS	\$30,000.00	\$30,000.00	0.25	\$7,500.00	0.00	\$0.00	\$7,500.00	25.0%
602	6" SQ TREE GRATE	23	EA	\$1,200.00	\$27,600.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
603	4" PVC SCH 40 SUBDRAIN SYS	1841	LF	\$21.00	\$38,661.00	1841.00	\$38,661.00	0.00	\$0.00	\$38,661.00	100.0%
604	RED OAK 200 GAL	41	EA	\$1,630.00	\$66,870.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
605	DWARF YAUPON HOLLY 1 GAL	360	EA	\$5.00	\$1,800.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
606	DAYLILLY 1 GAL	130	EA	\$7.00	\$910.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
607	YELLOW BEARD IRIS 1 GAL	130	EA	\$7.00	\$910.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
608	DAFFODIL 1 GAL	286	EA	\$8.00	\$2,288.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
609	BLEEDING HEART 1 GAL	78	EA	\$2.75	\$214.50	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
610	4" 3000# CONC SUBBASE SW	25233	SF	\$3.50	\$88,315.50	25233.00	\$88,315.50	0.00	\$0.00	\$88,315.50	100.0%
611	GLEN-GARY PED BRICK PAVE MATLS DEL TO SITE	25233	SF	\$2.50	\$63,082.50	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
612	BEDDING MATLS FOR PED BRICK PAVERS	25233	SF	\$7.50	\$17,100.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
613	TRUNCATED DOME PAVERS ON NEW RAMPS	228	SF	\$7.50	\$1,710.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
				TOTALS THIS PAGE			\$134,476.50		\$23,130.25	\$157,606.75	

Town Of Addison

DATE: 5/28/2004  
ESTIMATE: 5

Spectrum Dr. North South Extension #04-03

QUANTITIES THROUGH May 28, 2004

ITEM	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	THIS QUANTITY	THIS PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
801	METER SOCKET BASE	2	EA	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
802	ENCLOSE TO SUPPORT METER, PANEL, CONTR & TIME CLOCK	1	EA	\$3,500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
803	SERV GROUND	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
804	PANEL BOARD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
805	ENCL & CONTACTOR	1	EA	\$900.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
806	7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
807	PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
808	2" GRC ELBOW	57	EA	\$17.00	\$969.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
809	2" PVC SCH 40 CONDUIT	2210	LF	\$3.00	\$6,630.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF	\$3.00	\$7,530.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
811	3" GRC CONDUIT	156	LF	\$7.00	\$1,092.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
812	3" GRC ELBOW	4	EA	\$13.00	\$52.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
813	3" PVC SCH 40 CONDUIT W/EMBED	300	LF	\$3.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
814	3" GRC CONDUIT	30	EA	\$4.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
815	H COMPRESSION TAP	50	EA	\$15.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816	#10 AWG CONDUCTOR	60	LF	\$1.00	\$60.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817	#08 AWG CONDUCTOR	2610	LF	\$0.50	\$1,305.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
818	#04 AWG CONDUCTOR	3040	LF	\$0.75	\$2,280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820	STL LIGHT PULL BOX	11	EA	\$250.00	\$2,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
821	PED POLE LIGHT FOUND	27	EA	\$500.00	\$13,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
822	PED LIGHT POLE & LUMINARIES FIX, 2 EA	27	EA	\$3,700.00	\$99,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
823	VEHICULAR POLE LIGHT FOUND	6	EA	\$500.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
824	VEHICULAR POLE & SGL LUMINARE	6	EA	\$3,000.00	\$18,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
825	30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE					\$165,193.00						\$6,630.00	0.0%





Town Of Addison

DATE: 5/28/2004  
ESTIMATE: 5

May 28, 2004

QUANTITIES THROUGH

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACTOR	PREVIOUS QUANTITY	PREVIOUS PRICE	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	PERCENTAGE
201	WATER CONC BLOCKING	CY	21.80	\$175.00	\$3,815.00	21.80	\$3,815.00	0.00	\$0.00	21.80	\$3,815.00	100.0%
202	DI FITTINGS	TON	0.50	\$3,500.00	\$1,750.00	0.50	\$1,750.00	0.00	\$0.00	0.50	\$1,750.00	100.0%
203	AWWA C909 DR18 CL 150 PVC WTR PIPE 6"	LF	24	\$45.00	\$1,080.00	24.00	\$1,080.00	0.00	\$0.00	24.00	\$1,080.00	100.0%
204	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	LF	85.00	\$17.00	\$1,445.00	85.00	\$1,445.00	0.00	\$0.00	85.00	\$1,445.00	100.0%
205	AWWA C909 DR18 CL 150 PVC WTR PIPE 12"	LF	640.00	\$21.00	\$13,440.00	640.00	\$13,440.00	0.00	\$0.00	640.00	\$13,440.00	100.0%
206	RES SEAT GATE VALVE/BOX 6"	EA	1	\$575.00	\$575.00	1.00	\$575.00	0.00	\$0.00	1.00	\$575.00	100.0%
207	RES SEAT GATE VALVE/BOX 8"	EA	4	\$675.00	\$2,700.00	4.00	\$2,700.00	0.00	\$0.00	4.00	\$2,700.00	100.0%
208	RES SEAT GATE VALVE/BOX 12"	EA	1	\$1,200.00	\$1,200.00	1.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00	100.0%
209	FIRE HYDRANT	EA	2.00	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
210	CONNECT TO EX WTR MAIN	EA	2	\$2,000.00	\$4,000.00	2.00	\$4,000.00	0.00	\$0.00	2.00	\$4,000.00	100.0%
211	STL CASING PIPE BY BORE, 24"	LF	126.00	\$225.00	\$28,350.00	126.00	\$28,350.00	0.00	\$0.00	126.00	\$28,350.00	100.0%
212	2" TY R SOFT COPPER IRRIGA SERV	EA	1	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
213	1.5" HERSEY MVR 100 TURBINE METER	EA	1	\$775.00	\$775.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
214	BROOKS PROD #85 17" X 28" PRECAST BOX	EA	2	\$350.00	\$700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
215	1.5" FERCO 805Y DRIL CHECK VALVE ASSY	EA	1	\$750.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
219	2" CL 200 PVC SLEEVE	LF	30.00	\$7.50	\$225.00	30.00	\$225.00	0.00	\$0.00	30.00	\$225.00	100.0%
217	TRENCH SAFETY	LF	750.00	\$1.00	\$750.00	750.00	\$750.00	0.00	\$0.00	750.00	\$750.00	100.0%
218	PERFORM WTR TEST	LS	1	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00	100.0%
219	2" AIR REL VALVE	EA	2	\$1,800.00	\$3,200.00	2.00	\$3,200.00	0.00	\$0.00	2.00	\$3,200.00	100.0%
220	12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN BORE PIPE	LF	103.00	\$12.00	\$1,236.00	103.00	\$1,236.00	0.00	\$0.00	103.00	\$1,236.00	100.0%
-STRM DRAINAGE--												
301	CL III RCP 18"	LF	153.00	\$28.00	\$4,284.00	153.00	\$4,284.00	0.00	\$0.00	153.00	\$4,284.00	100.0%
302	CL III RCP 21"	LF	111.00	\$33.00	\$3,663.00	111.00	\$3,663.00	0.00	\$0.00	111.00	\$3,663.00	100.0%
309	CL III RCP 48"	LF	740.00	\$110.00	\$81,400.00	740.00	\$81,400.00	0.00	\$0.00	740.00	\$81,400.00	100.0%
310	CL II RCBC 6' X 3' INCL EMBED	LF	284.00	\$210.00	\$59,640.00	284.00	\$59,640.00	0.00	\$0.00	284.00	\$59,640.00	100.0%
311	CL III RCBC 6' X 4' INCL EMBED	LF	450.00	\$238.00	\$107,100.00	450.00	\$107,100.00	0.00	\$0.00	450.00	\$107,100.00	100.0%
312	RCP FLOW EQUALIZER 24"	EA	2	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
314	REM & DISP OF EXIST RCP	LF	233.00	\$10.00	\$2,330.00	233.00	\$2,330.00	0.00	\$0.00	233.00	\$2,330.00	100.0%
315	CONC JUNCTION BOX	EA	1	\$14,000.00	\$14,000.00	1.00	\$14,000.00	0.00	\$0.00	1.00	\$14,000.00	100.0%
318	10" STD INLET WIRECESS TOP	EA	2	\$2,000.00	\$4,000.00	2.00	\$4,000.00	0.00	\$0.00	2.00	\$4,000.00	100.0%
320	TY B HEADWALL	EA	3	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00	3.00	\$4,500.00	100.0%
321	RCP 60 DEG FACTORY WYE CONNECT	EA	2	\$500.00	\$1,000.00	2.00	\$1,000.00	0.00	\$0.00	2.00	\$1,000.00	100.0%
322	CONNECT TO EX PIPE	EA	2	\$3,000.00	\$6,000.00	2.00	\$6,000.00	0.00	\$0.00	2.00	\$6,000.00	100.0%
323	CONNECT TO EX STRUCT	EA	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
324	PRECAST CONC PIPE PLUG	EA	1	\$350.00	\$350.00	1.00	\$350.00	0.00	\$0.00	1.00	\$350.00	100.0%
325	REM & DISP OF EX HEADWALLS & CONC RIP RAP	EA	1	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
TOTALS THIS PAGE											\$363,408.00	

Town Of Addison

DATE: 5/28/2004  
ESTIMATE: 5

May 28, 2004

QUANTITIES THROUGH

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% DOLLARS COMPLETE
601	IRRIGA SYS COMPLETE	LS	1	\$15,000.00	\$15,000.00	0.25	\$3,750.00	0.00	\$0.00	0.25	\$3,750.00	25.0%
602	60" SQ TREE GRATE	EA	11	\$1,200.00	\$13,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
603	4" PVC SCH 40 SUBDRAIN SYS	LF	544	\$22.00	\$11,968.00	544.00	\$11,968.00	0.00	\$0.00	544.00	\$11,968.00	100.0%
604	RED OAK, 200 GAL	EA	11	\$1,600.00	\$17,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
610	4" 3000# CONC SUBBAE, SW	SF	16379	\$2.75	\$45,042.25	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
611	GLEN-GARY RED BRICK PAVBR MATLS DEL TO SITE	SF	16379	\$3.50	\$57,326.50	16379.00	\$57,326.50	0.00	\$0.00	16379.00	\$57,326.50	100.0%
612	FURN & PLACE BEDD MATLS & BRICK PAVERS	SF	16379	\$2.50	\$40,947.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
613	TRUNCATED DOME PAVERS ON NEW RAMPS	SF	70	\$7.50	\$525.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
614	CONC RETAIN WALL, BACKFILL & DRAINS	CY	66	\$425.00	\$28,050.00	0.00	\$0.00	66.00	\$28,050.00	66.00	\$28,050.00	100.0%
615	BIKE RAIL ON RETAIN WALL	LF	51	\$100.00	\$5,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE					\$234,799.25		\$79,044.50		\$28,050.00		\$101,094.50	

Town Of Addison

DATE: 5/28/2004  
ESTIMATE: 5

May 28, 2004

QUANTITIES THROUGH CONSTRUCTION

ITEMS	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS PERIOD	QUANTITY THIS PERIOD	QUANTITY TO DATE	ACCUMULATED QUANTITY TO DATE	ACCUMULATED PERCENT
701	TS-2 CABINET & SIG CTRL	1	EA	\$14,000.00	\$14,000.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
702	TRAFF SIG CTRL FOUNDATION	1	EA	\$1,500.00	\$1,500.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
703	TY C PULL BOX W/CONG APRON	4	EA	\$450.00	\$1,800.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
704	ELECT CONDUCTOR #6 X-HRW WIRE, POWER	1211	LF	\$1.00	\$1,211.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
705	ELECT CONDUCTOR #6 AWG CU WIRE, GRND	717	LF	\$1.00	\$717.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
706	TRAFF SIG CABLE, 16 COND, #14 CABLE	430	LF	\$4.00	\$1,720.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
707	TRAFF SIG CABLE, 18 AWG, VIDEO CABLE	430	LF	\$2.95	\$1,075.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
708	TRAFF SIG CABLE, #18 AWG CU WIRE	430	LF	\$13.00	\$5,590.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
709	PVC CONDUIT W/EMBED, 3"	18	LF	\$234.00	\$4,212.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
710	PVC CONDUIT W/EMBED, 4"	630	LF	\$4.00	\$2,520.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
711	PVC CONDUIT BORED, 4"	222	LF	\$17.88	\$3,971.16	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
712	ECONOLITE MAF SOLOPRO VIDEO DETECTION CAMERAS	4	EA	\$4,850.00	\$19,200.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
713	TY 36-A TRAFF SIG FOUND	2	EA	\$4,800.00	\$9,600.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
714	TY 48-A TRAFF SIG FOUND	2	EA	\$2,000.00	\$4,000.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
715	INTERNAL LIGHT, ST NAME SIGNS	4	EA	\$3,500.00	\$14,000.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
716	PED SIG W/COUNTDOWN LED	8	EA	\$1,500.00	\$12,000.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
717	STL TRAFF SIG POLE ASSY, 1 ARM, 36"	1	EA	\$3,200.00	\$3,200.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
718	STL TRAFF SIG POLE ASSY, 1 ARM, 40"	1	EA	\$3,200.00	\$3,200.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
719	STL TRAFF SIG POLE ASSY, 1 ARM, 50"	1	EA	\$8,700.00	\$8,700.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
720	STL TRAFF SIG POLE ASSY, 1 ARM, 55"	1	EA	\$8,700.00	\$8,700.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
721	PED DETECTOR PUSH BUTTON	8	EA	\$125.00	\$1,000.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
722	12" LED RED TRAFF SIG LAMP	13	EA	\$100.00	\$1,300.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
723	12" LED YEL TRAFF SIG LAMP	13	EA	\$110.00	\$1,430.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
724	12" LED GRN TRAFF SIG LAMP	13	EA	\$200.00	\$2,600.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
725	12" LED GRN & YEL ARROW TRAFF SIG LAMP	4	EA	\$250.00	\$1,000.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
726	F8H OPTICOM	4	EA	\$1,250.00	\$5,000.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE					\$123,911.00					\$0.00	

Town Of Addison

DATE: 5/28/2004  
ESTIMATE: 5

May 28, 2004

QUANTITIES THROUGH

ITEM	DESCRIPTION	EST. QUANTITY	UNIT	PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	COMPLETION DATE	PERCENT COMPLETE
801	METER SOCKET BASE	2	EA	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
802	ENCL OS TO SUPPORT METER, PANEL, CONTACTOR, TIME CLOCK	1	EA	\$3,500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
803	SERV GRND W/BREAKERS	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
804	PANEL BRD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
805	ENCL OS & CONTACTOR	1	EA	\$900.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
806	7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
807	PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
808	2" GRC ELBOW	20	EA	\$17.00	\$340.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
809	2" PVC SCH 40 CONDUIT	530	LF	\$3.00	\$1,590.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	620	LF	\$3.00	\$1,860.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
811	2" GRC CONDUIT	40	LF	\$7.00	\$280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
812	3" GRC ELBOW	2	EA	\$13.00	\$26.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
813	3" PVC SCH 40 CONDUIT W/EMBED	370	LF	\$3.00	\$1,110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
814	3" GRC CONDUIT	15	EA	\$4.00	\$60.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
815	H/I COMPRESSION TAP	36	EA	\$15.00	\$540.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
816	#10 AWG CONDUCTOR	1500	LF	\$0.50	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
817	#08 AWG CONDUCTOR	10	LF	\$0.75	\$7.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
818	NO ITEM	0		\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
819	NO ITEM	0		\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
820	STL LIGHT FULL BOX	4	EA	\$250.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
821	PED POLE LIGHT FOUND	7	EA	\$500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
822	PED LIGHT POLE & LUM FIXTURES, 2 EA	7	EA	\$3,700.00	\$25,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
823	VEHICULAR POLE LIGHT FOJND	2	EA	\$500.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
824	VEHICULAR POLE & 3/8" LUM	2	EA	\$3,000.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
825	30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00		0.0%
TOTALS THIS PAGE					\$50,681.00								

DATE: 5/28/2004  
ESTIMATE: 5

**Town Of Addison**  
Spectrum Dr. North South Extension #04-03

May 28, 2004

QUANTITIES THROUGH

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS PERIOD		CURRENT PERIOD		TOTAL	PERCENT
						QUANTITY	AMOUNT	QUANTITY	AMOUNT		
1	CO #1 File Lane	LS	1.00	\$101,587.00	\$101,587.00	1.00	\$101,587.00	0.00	\$0.00	\$101,587.00	100.0%
2			0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
3			0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
4			0.00	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	0.0%
TOTALS THIS PAGE					\$101,587.00	1.00	\$101,587.00	0.00	\$0.00	\$101,587.00	100.0%

GRAND TOTAL \$2,534,565.50 \$1,710,418.50 \$143,894.25 \$1,854,392.75 70.3%

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 11/19/02 Claim # \_\_\_\_\_ Check \$ 6,000.00

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address 3131 MCKINNET AVE., SUITE 600  
 Address DALLAS, TEXAS 75204-2489  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 1322 00206	46	000	56570	05301		6000.00

TOTAL # 6,000.00

EXPLANATION DESIGN SERVICES FOR SPECTRUM DRIVE  
EXTENSION

---



---



---

Steve Chubbman  
 Authorized Signature

Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

NOVEMBER 15, 2002

INVOICE # 132200206

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 2, 2002

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	20.00%	30,000.00	24,000.00	<u>6,000.00</u>
TOTAL FEE THIS INVOICE				6,000.00

**TOTAL DUE THIS INVOICE** **\$ 6,000.00**

*o.k.  
to pay  
52  
11/18/02*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 9/23/02 Claim # \_\_\_\_\_ Check \$ 10.35

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT-ZOLLARS  
 Address 3131 MCKINNEY AVE.  
 Address SUITE 600  
 Address DALLAS, TEXAS  
 Zip Code 75204-2489

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 1322 01005	46	000	56570	05301		10.35

TOTAL \$ 10.35

EXPLANATION SPECTRUM DRIVE DESIGN BY  
HUITT-ZOLLARS, INC.

Steve Christman  
 Authorized Signature

Finance



# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huilt-zollars.com

## INVOICE

SEPTEMBER 16, 2002

INVOICE # 132201005

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 31, 2002

---

### REIMBURSABLES

MILEAGE & FEES	10.35	
	10.35	
TOTAL REIMBURSABLES		10.35
<hr/>		
TOTAL DUE THIS INVOICE	\$	10.35

---

*o.k. to  
PAY!  
Sze  
9/23/02*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 2/13/03

Claim # \_\_\_\_\_

Check \$ 58,995.71

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT-ZOLLARS, INC.  
 Address 3131 MCKINNEY AVE.  
 Address SUITE 600  
 Address DALLAS, TEXAS 75204-2489  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 0030 1	46	000	56570	05301		12,600.00
1322 00209	46	000	56570	05301		45,000.00
1322 00601	46	000	56570	05301		1,000.00
1322 01008	46	000	56570	05301		395.71

TOTAL # 58,995.71

EXPLANATION SPECTRUM DRIVE NORTH/SOUTH  
EXTENSION ENGINEERING DESIGN

Steve Chutehan  
 Authorized Signature

Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

FEBRUARY 14, 2003

INVOICE # 132200301

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322003 SPECTRUM DRIVE EXT.  
LANDSCAPE SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED FEBRUARY 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
18,000.00	70.00%	12,600.00	0.00	12,600.00
TOTAL FEE THIS INVOICE				12,600.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 12,600.00</b>

o.k to pay  
5/2  
2/13/03

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

FEBRUARY 14, 2003

INVOICE # 132200209

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED FEBRUARY 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	70.00%	105,000.00	60,000.00	45,000.00
TOTAL FEE THIS INVOICE				45,000.00

**TOTAL DUE THIS INVOICE \$ 45,000.00**

*o.k to pay  
SZC  
2/13/03*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

FEBRUARY 14, 2003

INVOICE # 132200601

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322006 SPECTRUM DRIVE EXT.  
TRAFFIC SIGNAL DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED FEBRUARY 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	10.00%	1,000.00	0.00	1,000.00
TOTAL FEE THIS INVOICE				1,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 1,000.00</b>

*o.k. to PAY  
2/13/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

FEBRUARY 14, 2003

INVOICE # 132201008

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED FEBRUARY 1, 2003

---

### REIMBURSABLES

DELIVERY CHARGES	20.90
REPRODUCTION	171.10
BLUELINES / MYLARS	116.91
REPRODUCTION, BLUELINES/MYLARS	86.80
	<hr/>
	395.71

TOTAL REIMBURSABLES 395.71

---

TOTAL DUE THIS INVOICE \$ 395.71

---

*o.k. to PAY  
SZC  
2/13/03*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 7/24/03 Claim # \_\_\_\_\_ Check \$ 3,750.00

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
132200801	46	000	56570	05301		1250.00
133630101	46	000	56570	05301		2500.00

TOTAL \$ 3,750.00

EXPLANATION SPECTRUM DRIVE ENGINEERING DESIGN  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chute  
 Authorized Signature

Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

JULY 18, 2003

INVOICE # 133630101

TO: MR. STEVEN Z. CHUTCHIAN  
TOWN OF ADDISON-DEPT. OF PUBLIC WORKS  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01336301 ADDISON CIRCLE RAMPS  
TOPOGRAPHIC SURVEYING

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JUNE 28, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
2,500.00	100.00%	2,500.00	0.00	2,500.00
TOTAL FEE THIS INVOICE				2,500.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 2,500.00</b>

*O.K. to pay  
SZC  
7/29/03*



# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

JULY 18, 2003

INVOICE # 132200801

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322008 SPECTRUM DRIVE  
OFF SITE TOPO

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JUNE 28, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
2,500.00	50.00%	1,250.00	0.00	<u>1,250.00</u>

TOTAL FEE THIS INVOICE 1,250.00

**TOTAL DUE THIS INVOICE \$ 1,250.00**

*o.k. to pay  
5/26  
7/24/03*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 6/6/03

Claim # \_\_\_\_\_

Check \$ 1,183.10

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

Vendor Name JAMES DANIELS & ASSOCIATES, INC.

Address 9239 VISTA WAY

Address FORT WORTH, TEXAS 76126

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	5810	05301		1,183.10

TOTAL 1,183.10

EXPLANATION SPECTRUM DRIVE R.O.W. ACQUISITION

Steve Chute  
Authorized Signature

Finance

# JAMES DANIELS & ASSOCIATES, INC.

Right-of-Way Services  
9239 Vista Way  
Fort Worth, TX 76126

Office - (817) 249-4152  
Fax - (817) 249-0368

E-Mail: [jda@flash.net](mailto:jda@flash.net)  
Web Page: <http://www.flash.net/~jda/>

## INVOICE

28-May-03

Mr. Steve Chutchian, P.E.  
Assistant City Engineer  
City of Addison  
16801 Westgrove Dr.  
Addison, Texas 75001

Parcel 4-Proposed Spectrum Drive Project  
For the months of May, 2003

### User Summary

#### Basic Services

Employee	Hour	Rate	Amount	Mileage	Expenses
Right of Way-Manag.	10.00	\$ 53.25	\$ 532.50	\$ -	\$ -
Senior ROW Agent	12.00	\$ 47.00	\$ 564.00	\$ 57.60	\$ -
Office Expense-Sec.*	0.00	\$ 25.00	\$ -	\$ -	\$ -
Appraisal Services			\$ -		\$ 29.00
<b>Total</b>			<b>\$ 1,096.50</b>	<b>\$ 57.60</b>	<b>\$ 29.00</b>

For right-of-way services rendered  
Total Mileage, Expenses, & Postage  
Total amount of this bill

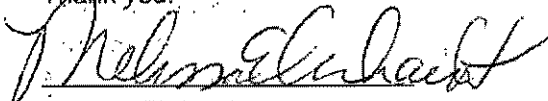
#### AMOUNT

\$ 1,096.50  
\$ 86.60  
\$ 1,183.10

*OK to pay!  
see  
6/6/03*

Contract amt not to exceed	\$ 5,000.00
Previously Billed - Basic Services	\$ 2,115.90
Current Amount Due-Basic	\$ 1,183.10
Total Billing to Date	\$ 3,299.00

Thank you!

  
Melissa Ehrhardt

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 5/10/04

Claim # \_\_\_\_\_

Check \$ 376,140.39

Vendor No. \_\_\_\_\_  
 Vendor Name SITE CONCRETE  
 Address 3340 ROY ORR BLVD.  
 Address GRAND PRAIRIE, TEXAS 75050  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		376,140.39

TOTAL \$ 376,140.39

EXPLANATION SPECTRUM DRIVE CONSTRUCTION  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Christman  
 Authorized Signature

\_\_\_\_\_  
 Finance

**Application and Certificate For Payment**

**To Owner:** Town Of Addison  
16801 Westgrove Drive  
Addison, TX 75001

**From (Contractor):** Site Concrete  
3340 Roy Orr Blvd  
Grand Prairie, Texas 75050

**Fax:** (972) 513-0661

**Phone:** (972) 313-0733

**Project:** Spectrum Dr. North/ South Extension #04- Application No.: 2

**Contract Start:** 1/12/2004 **Period to:** 2/29/2004

**Calendar Days:** 210 (incl any by change order) **Date:** 2/28/2004


**Contract Close:** 8/9/2004 **Project No.:** 23-144

**Contractor's Application For Payment Change Order Summary**

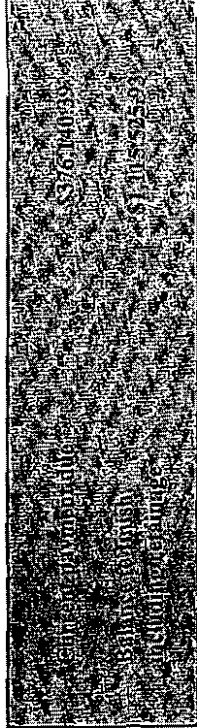
Fire Lane	\$182,812.00	\$81,225.00
<b>Totals</b>	<b>\$ 182,812.00</b>	<b>\$ 81,225.00</b>
<b>Net change by Change orders</b>	<b>0</b>	<b>0</b>

Original contract sum:	\$2,638,566.50
Net change by change orders	\$101,857.00
Contract sum to date	\$2,740,423.50
Total Completed and stored to date	\$1,710,418.50
5.0% Retainage	\$85,520.93
Total earned less retainage	\$1,624,897.58
Less previous certificates of payments	\$1,248,757.19

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:**   
**By:** Site Concrete **Date:** 5/3/4  
**State of:** TEXAS **County of:** DALLAS

Subscribed and Sworn before me on this 300 day of MAY, 2004  
**Notary Public:** Eugene A. Williams  
 My Commission Expires: 8/22/2007



**Inspector's Certificate for Payment**  
 In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the Amount Certified.

**Inspector:** Dave White  
 By: Dave White  
 Dave White, Town of Addison  
 Assistant City Engineer

**By:** Steve Cartwright  
 Steven Cartwright, Town of Addison

**Date:** 5/6/04

**Date:** 5/10/04

Town Of Addison

DATE: 4/29/2004  
ESTIMATE: 4

Spectrum Dr. North/ South Extension #04-03

Apr 29, 2004

QUANTITIES THROUGH	CONTRACT	PERIOD	AMOUNT	PERCENT	DATE	AMOUNT	PERCENT	DATE
101	MOBILIZATION	1	LS					
102	FULL DEPTH SAWCUT	114	LF					
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	19	SY					
104	6" THICK LIME STAB SUBGRD	6,859	SY					
105	HYDRATED LIME	113	TON					
106	8" 5000# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	6,220	SY					
107	8" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	152	SY					
108	8" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	112	SY					
109	6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	3,194	LF					
110	LONGITUDINAL BUTT JOINT	111	LF					
111	CONC ST HEADER	23	LF					
112	ACOME VEHICULAR BRICK PAVER MATLS, DEL TO SITE	2,372	SF					
113	BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF					
114	THERMO STOP LINE 24" WIDE	23	LF					
115	THERMO STRIPE 4" WIDE	1,942	LF					
116	REFL BUTTONS, TY 1-C, 4"	21	EA					
117	REFL BUTTONS, TY 1AAA, 4"	140	EA					
118	ST & TRAFF CTRL SIGNS	5	EA					
119	ST NAME SIGN & MOUNT HOWR & APPURT	1	EA					
120	UNISTRUT-TELESPAR ST SIGN POST, FOUND, ETC	44	LF					
121	REM EX ST BARRICADES & POSTS	50	LF					
122	F&I BARRICADES & POSTS	140	EA					
123	BARRICADES, SIGNS & TRAFF CTRL	20,400	CY					
124	UNCLASS ST EXCAVA, DISP	1	L8					
125	BLACK STL STOP SIGN POLE	1	EA					
126	ADDISON CIRCLE FINIAL ON BLACK STL POLE	1	EA					
127	STAB CONST ENTR	19	CY					
128	INLET PROTECT	5	EA					
130	NO ITEM	0	0					
131	NO ITEM	0	0					
132	NO ITEM	0	0					
133	NO ITEM	0	0					
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	90	LF					
135	PLACE WITH THERMOPLASTIC ARROW	2	EA					

101	MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	100.0%	1.00	\$75,000.00	0.00	\$75,000.00	100.0%	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT	114	LF	\$10.00	\$1,140.00	100.0%	114.00	\$0.00	0.00	\$1,140.00	100.0%	\$1,140.00	100.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	19	SY	\$25.00	\$475.00	100.0%	19.00	\$0.00	0.00	\$475.00	100.0%	\$475.00	100.0%
104	6" THICK LIME STAB SUBGRD	6,859	SY	\$2.00	\$13,718.00	100.0%	6,859.00	\$0.00	0.00	\$13,718.00	100.0%	\$13,718.00	100.0%
105	HYDRATED LIME	113	TON	\$90.00	\$10,170.00	99.9%	113.00	\$0.00	0.00	\$10,170.00	99.9%	\$10,170.00	99.9%
106	8" 5000# COMPRESSIVE @ 28 DAYS REINF CONC PAVE	6,220	SY	\$28.00	\$174,412.00	93.4%	0.00	\$0.00	\$820.00	\$162,960.00	93.4%	\$162,960.00	93.4%
107	8" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	152	SY	\$30.00	\$4,560.00	100.0%	0.00	\$0.00	\$0.00	\$4,560.00	100.0%	\$4,560.00	100.0%
108	8" 5000# COMPRESSIVE @ 28 DAY REINF CONC DROP SLAB, ST	112	SY	\$35.00	\$3,920.00	100.0%	0.00	\$0.00	\$0.00	\$3,920.00	100.0%	\$3,920.00	100.0%
109	6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL CONC CURB	3,194	LF	\$3.00	\$9,582.00	80.9%	0.00	\$0.00	\$2985.00	\$7,755.00	80.9%	\$7,755.00	80.9%
110	LONGITUDINAL BUTT JOINT	111	LF	\$10.00	\$1,110.00	100.0%	0.00	\$0.00	\$0.00	\$1,110.00	100.0%	\$1,110.00	100.0%
111	CONC ST HEADER	23	LF	\$10.00	\$230.00	100.0%	0.00	\$0.00	\$0.00	\$230.00	100.0%	\$230.00	100.0%
112	ACOME VEHICULAR BRICK PAVER MATLS, DEL TO SITE	2,372	SF	\$5.00	\$11,860.00	100.0%	0.00	\$0.00	\$0.00	\$11,860.00	100.0%	\$11,860.00	100.0%
113	BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF	\$3.00	\$7,116.00	100.0%	0.00	\$0.00	\$0.00	\$7,116.00	100.0%	\$7,116.00	100.0%
114	THERMO STOP LINE 24" WIDE	23	LF	\$12.00	\$276.00	100.0%	0.00	\$0.00	\$0.00	\$276.00	100.0%	\$276.00	100.0%
115	THERMO STRIPE 4" WIDE	1,942	LF	\$3.00	\$5,826.00	100.0%	0.00	\$0.00	\$0.00	\$5,826.00	100.0%	\$5,826.00	100.0%
116	REFL BUTTONS, TY 1-C, 4"	21	EA	\$8.50	\$176.50	100.0%	0.00	\$0.00	\$0.00	\$176.50	100.0%	\$176.50	100.0%
117	REFL BUTTONS, TY 1AAA, 4"	140	EA	\$9.00	\$1,260.00	100.0%	0.00	\$0.00	\$0.00	\$1,260.00	100.0%	\$1,260.00	100.0%
118	ST & TRAFF CTRL SIGNS	5	EA	\$350.00	\$1,750.00	100.0%	0.00	\$0.00	\$0.00	\$1,750.00	100.0%	\$1,750.00	100.0%
119	ST NAME SIGN & MOUNT HOWR & APPURT	1	EA	\$250.00	\$250.00	100.0%	0.00	\$0.00	\$0.00	\$250.00	100.0%	\$250.00	100.0%
120	UNISTRUT-TELESPAR ST SIGN POST, FOUND, ETC	44	LF	\$25.00	\$1,100.00	100.0%	44.00	\$0.00	\$0.00	\$1,100.00	100.0%	\$1,100.00	100.0%
121	REM EX ST BARRICADES & POSTS	50	LF	\$55.00	\$2,750.00	100.0%	0.00	\$0.00	\$0.00	\$2,750.00	100.0%	\$2,750.00	100.0%
122	F&I BARRICADES & POSTS	140	EA	\$9.50	\$1,330.00	100.0%	0.00	\$0.00	\$0.00	\$1,330.00	100.0%	\$1,330.00	100.0%
123	BARRICADES, SIGNS & TRAFF CTRL	20,400	CY	\$7.50	\$153,000.00	75.0%	0.75	\$5,625.00	\$0.00	\$172,900.00	89.2%	\$172,900.00	89.2%
124	UNCLASS ST EXCAVA, DISP	1	L8	\$7,500.00	\$7,500.00	100.0%	0.00	\$0.00	\$0.00	\$7,500.00	100.0%	\$7,500.00	100.0%
125	BLACK STL STOP SIGN POLE	1	EA	\$350.00	\$350.00	100.0%	0.00	\$0.00	\$0.00	\$350.00	100.0%	\$350.00	100.0%
126	ADDISON CIRCLE FINIAL ON BLACK STL POLE	1	EA	\$350.00	\$350.00	100.0%	0.00	\$0.00	\$0.00	\$350.00	100.0%	\$350.00	100.0%
127	STAB CONST ENTR	19	CY	\$100.00	\$1,900.00	100.0%	19.00	\$1,900.00	\$0.00	\$1,900.00	100.0%	\$1,900.00	100.0%
128	INLET PROTECT	5	EA	\$125.00	\$625.00	100.0%	0.00	\$0.00	\$0.00	\$625.00	100.0%	\$625.00	100.0%
130	NO ITEM	0	0	\$0.00	\$0.00	0.0%	0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	0.0%
131	NO ITEM	0	0	\$0.00	\$0.00	0.0%	0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	0.0%
132	NO ITEM	0	0	\$0.00	\$0.00	0.0%	0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	0.0%
133	NO ITEM	0	0	\$0.00	\$0.00	0.0%	0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00	0.0%
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	90	LF	\$2.00	\$180.00	100.0%	0.00	\$0.00	\$0.00	\$180.00	100.0%	\$180.00	100.0%
135	PLACE WITH THERMOPLASTIC ARROW	2	EA	\$150.00	\$300.00	100.0%	0.00	\$0.00	\$0.00	\$300.00	100.0%	\$300.00	100.0%
				TOTALS THIS PAGE				\$289,603.00	\$174,635.00	\$456,238.00			

**Town Of Addison**  
ENGINEERING

DATE: 4/29/2004  
ESTIMATE: 4

Spectrum Dr. North South Extension #04-03

QUANTITIES THROUGH

Apr. 29, 2004

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	PERCENT	DATE
201	Water						
202	CONC BLOCKING	CY	9.80	\$175.00	\$1,715.00	100.0%	
203	DI FITTINGS, CL 250	TON	1.10	\$3,650.00	\$3,650.00	100.0%	
204	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	LF	30.00	\$45.00	\$1,350.00	100.0%	
205	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 08"	LF	489.00	\$17.00	\$8,313.00	100.0%	
206	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EMBED, 12"	LF	1087.00	\$22.827.00	\$22,827.00	100.0%	
207	RES SEAT GATE VALVE/BOX, 08"	EA	3.00	\$675.00	\$2,025.00	100.0%	
208	RES SEAT GATE VALVE/BOX, 12"	EA	13.00	\$877.50	\$11,422.50	100.0%	
209	FIRE HYDRANT F81	EA	5.00	\$6,000.00	\$30,000.00	100.0%	
210	CONNECT TO EX WTR MAIN	EA	3.00	\$2,000.00	\$6,000.00	100.0%	
211	2" TY K SOFT COPPER IRRIGA SERV	EA	2.00	\$1,500.00	\$3,000.00	100.0%	
212	1.5" HERSEY MVR 100 TURBINE METER	EA	1.00	\$750.00	\$750.00	100.0%	
213	BROOKS PRCD, #63 17" X 28" PRECAST BOX	EA	1.00	\$775.00	\$775.00	100.0%	
214	1.5" PEBCO M5Y DBL CHK VALVE ASSY	EA	2.00	\$250.00	\$500.00	100.0%	
215	4" CL 200 PVC SLEEVE	EA	1.00	\$750.00	\$750.00	100.0%	
216	TRENCH SAFETY	LF	38.00	\$7.50	\$285.00	100.0%	
217	PERFORM WTR TEST	LS	1596.00	\$1.596.00	\$1,596.00	100.0%	
218			1.00	\$3,500.00	\$3,500.00	100.0%	
301	STRM DRAINAGE						
302	CL III RCP INCL EMBED, 18"	LF	231.00	\$28.00	\$6,468.00	100.0%	
303	CL III RCP INCL EMBED, 21"	LF	59.00	\$33.00	\$1,947.00	100.0%	
304	CL III RCP INCL EMBED, 24"	LF	75.00	\$39.00	\$2,925.00	100.0%	
305	CL III RCP INCL EMBED, 27"	LF	188.00	\$45.00	\$8,460.00	100.0%	
306	CL III RCP INCL EMBED, 30"	LF	26.00	\$51.00	\$1,326.00	100.0%	
307	CL III RCP INCL EMBED, 33"	LF	48.00	\$69.00	\$3,312.00	100.0%	
308	CL III RCP INCL EMBED, 36"	LF	261.00	\$89.00	\$23,229.00	100.0%	
309	CL III RCP INCL EMBED, 42"	LF	428.00	\$92.00	\$39,376.00	100.0%	
310	REM & DISP OF EX CONC INLET	EA	1.00	\$750.00	\$750.00	100.0%	
311	6" STD INLET WIRECESS TOP	EA	1.50	\$2,000.00	\$3,000.00	100.0%	
312	6" STD INLET WIRECESS TOP, EXTRA DEPTH	EA	2.25	\$2,400.00	\$5,400.00	100.0%	
313	TY B MH	EA	2.00	\$3,500.00	\$7,000.00	100.0%	
314	RCP 60 DEG FACTORY WYE CONNECT	EA	15.00	\$500.00	\$7,500.00	100.0%	
315	CONNECT TO EX PIPE	EA	3.00	\$1,500.00	\$4,500.00	100.0%	
316	PRECAST CONC PIPE PLUG	EA	11.00	\$350.00	\$3,850.00	100.0%	
401	-WVTR-						
402	SDR26 PVC WVTR PIPE, 08"	LF	1235.00	\$15.00	\$18,525.00	100.0%	
403	SDR26 PVC WVTR PIPE, 06"	LF	409.00	\$15.00	\$6,135.00	100.0%	
404	2" WAY CLEANDUT & CLID	EA	9.00	\$3,150.00	\$28,350.00	100.0%	
405	4" DIA WVTR MH	EA	3.00	\$6,000.00	\$18,000.00	100.0%	
406	8" DIA WVTR PIPE PLUG	EA	3.00	\$1,500.00	\$4,500.00	100.0%	
407	TY INSPECT OF WVTR LINES	EA	1235.00	\$1.852.50	\$2,285.625	100.0%	
408	TRENCH SAFETY	LF	1235.00	\$1.235.00	\$1,235.00	100.0%	
409	CONNECT TO EX WVTR LINES	EA	1.00	\$1,500.00	\$1,500.00	100.0%	
501	-ELECT DUCTBANK-						
502	8-5" PVC TY DB CONDUITS, ENCASE IN CONC	LF	1052.00	\$115.00	\$120,980.00	100.0%	
503	CONNECT TO EX DUCTBANK	EA	1.00	\$3,000.00	\$3,000.00	100.0%	
504	STD 4 WAY ELECT DUCTBANK MH	EA	2.00	\$24,000.00	\$48,000.00	100.0%	
505	STD 3 WAY ELECT DUCTBANK MH	EA	1.00	\$12,500.00	\$12,500.00	100.0%	
506	CONC DUCTBANK END PLUG	EA	3.00	\$500.00	\$1,500.00	100.0%	
TOTALS THIS PAGE					\$385,019.50		

**Town Of Addison**  
ENGINEERING

DATE: 4/28/2004  
ESTIMATE: 4

Spectrum Dr. North/South Extension #64-03

QUANTITIES THROUGH Apr 28, 2004

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT
601	IRRIGA SYS COMPLETE	1	1	\$0,000.00	\$0,000.00	0.00	\$0,000.00	0.00	\$0,000.00	0.00	\$0,000.00	0.00
602	60" SQ TREE GRATE	EA	23	\$1,200.00	\$27,600.00	0.00	\$27,600.00	0.00	\$27,600.00	0.00	\$27,600.00	0.00
603	4" PVC SCH 40 SUBDRAIN SYS	LF	1841	\$21.00	\$38,661.00	0.00	\$38,661.00	0.00	\$38,661.00	0.00	\$38,661.00	0.00
604	RED OAK 200 GAL	EA	41	\$1,600.00	\$65,600.00	0.00	\$65,600.00	0.00	\$65,600.00	0.00	\$65,600.00	0.00
605	ONARP VALPON HOLLY 1 GAL	EA	390	\$5.00	\$1,950.00	0.00	\$1,950.00	0.00	\$1,950.00	0.00	\$1,950.00	0.00
606	GAYLILLY 1 GAL	EA	130	\$7.00	\$910.00	0.00	\$910.00	0.00	\$910.00	0.00	\$910.00	0.00
607	YELLOW BEARD IRIS 1 GAL	EA	130	\$7.00	\$910.00	0.00	\$910.00	0.00	\$910.00	0.00	\$910.00	0.00
608	DAFFODIL 1 GAL	EA	286	\$8.00	\$2,288.00	0.00	\$2,288.00	0.00	\$2,288.00	0.00	\$2,288.00	0.00
609	BLEEDING HEART 1 GAL	EA	78	\$8.00	\$624.00	0.00	\$624.00	0.00	\$624.00	0.00	\$624.00	0.00
610	4" 300W CONC SUBBASE, SW	SF	25233	\$2.75	\$69,380.75	0.00	\$69,380.75	0.00	\$69,380.75	0.00	\$69,380.75	0.00
611	GLEN-GARY PED BRICK PAVE MATLS DEL TO SITE	SF	25233	\$3.59	\$89,315.50	0.00	\$89,315.50	0.00	\$89,315.50	0.00	\$89,315.50	0.00
612	BEDDING MATLS FOR PED BRICK PAVERS	SF	25233	\$2.50	\$63,082.50	0.00	\$63,082.50	0.00	\$63,082.50	0.00	\$63,082.50	0.00
613	TRUNCATED DOME PAVERS ON NEW RAMPS	SF	228	\$7.50	\$1,710.00	0.00	\$1,710.00	0.00	\$1,710.00	0.00	\$1,710.00	0.00
<b>TOTALS THIS PAGE</b>					<b>\$390,755.75</b>		<b>\$88,315.50</b>		<b>\$46,161.00</b>		<b>\$134,476.50</b>	



# Town Of Addison

DATE: 4/29/2004  
ESTIMATE: 4

Spectrum Dr. North/South Extension #04-03

Apr 29, 2004

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	PREVIOUS	QUANTITY	UNIT PRICE	AMOUNT	PREVIOUS	QUANTITY	UNIT PRICE	AMOUNT	PREVIOUS	QUANTITY	UNIT PRICE	AMOUNT												
601	METER SOCKET BASE	EA	2	\$125.00	\$250.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
602	ENCLOSE TO SUPPORT METER, PANEL, CONTR & TIME CLOCK	EA	1	\$3,500.00	\$3,500.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
603	SEVRY GROUND	EA	1	\$50.00	\$50.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
604	PANEL BOARD W/BREAKERS	EA	1	\$1,200.00	\$1,200.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
605	ENCL & CONTACTOR	EA	1	\$900.00	\$900.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
606	7 DAY TIME CLOCK	EA	1	\$75.00	\$75.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
607	PHOTO CELL & CONNECTIONS	EA	1	\$50.00	\$50.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
608	2" PVC ELBOW	EA	57	\$17.00	\$969.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
609	2" PVC SCH 40 CONDUIT	LF	2210	\$3.00	\$6,630.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
610	2" PVC SCH 40 CONDUIT W/PULL ROPE	LF	2510	\$3.00	\$7,530.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
611	2" GRC CONDUIT	LF	195	\$7.00	\$1,365.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
612	3" GRC ELBOW	EA	4	\$13.00	\$52.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
613	3" PVC SCH 40 CONDUIT W/EMBED	LF	300	\$3.00	\$900.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
614	3" GRC CONDUIT	EA	30	\$4.00	\$120.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
615	H/ COMPRESSION TAP	EA	80	\$15.00	\$1,200.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
616	#10 AWG CONDUCTOR	LF	60	\$1.00	\$60.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
617	#8 AWG CONDUCTOR	LF	2810	\$0.50	\$1,405.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
618	#6 AWG CONDUCTOR	LF	3040	\$0.75	\$2,280.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
620	STL LIGHT PULL BOX	EA	11	\$250.00	\$2,750.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
621	PED POLE LIGHT FOUND	EA	27	\$500.00	\$13,500.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
622	PED LIGHT POLE & LUMINARIES FIX, 2 EA	EA	27	\$3,700.00	\$99,900.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
623	VEHICULAR POLE LIGHT FOUND	EA	6	\$500.00	\$3,000.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
624	VEHICULAR POLE & SGL LUMINARE	EA	6	\$3,000.00	\$18,000.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
625	30 AMP DISCONNECT SWITCH W/FUSES	EA	1	\$300.00	\$300.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00												
TOTALS THIS PAGE													\$165,163.00																

# Town Of Addison

DATE: 4/29/2004  
ESTIMATE: 4

Spectrum Dr. North/South Extension #04-03

DATE: 4/28/2004

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT	AMOUNT	PERCENT
101	MOBILIZATION	1	LS	\$75,000.00		\$75,000.00		1.00	0.00	\$75,000.00	100.0%	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT EX CONC	143	LF	\$10.00		\$1,430.00		0.00	0.00	\$0.00	0.0%	\$0.00	0.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL CURB	11	SY	\$25.00		\$275.00		0.00	0.00	\$275.00	100.0%	\$275.00	100.0%
104	6" LIME STAB	3,115	SY	\$2.00		\$6,230.00		11.00	0.00	\$6,230.00	100.0%	\$6,230.00	100.0%
105	HYDRATED LIME	51	TON	\$90.00		\$4,628.00		0.00	0.00	\$4,628.00	98.2%	\$4,628.00	98.2%
106	8" 5000# CONC PAVE	3,000	SY	\$38.00		\$94,800.00		0.00	0.00	\$94,800.00	30.0%	\$94,800.00	30.0%
109	6" 5000# CONC CURB	1,834	LF	\$3.00		\$5,502.00		0.00	0.00	\$5,502.00	0.0%	\$5,502.00	0.0%
110	LONGITUDINAL BUTT JOINT	178	LF	\$10.00		\$1,780.00		0.00	0.00	\$1,780.00	0.0%	\$1,780.00	0.0%
114	THERMO STOP LINE 24" WIDE	35	LF	\$12.00		\$420.00		0.00	0.00	\$420.00	0.0%	\$420.00	0.0%
115	THERMO STRIPE 4" WIDE	694	LF	\$3.00		\$2,082.00		0.00	0.00	\$2,082.00	0.0%	\$2,082.00	0.0%
116	REFL BUTTONS, TY I-C, 4"	37	EA	\$8.50		\$314.50		0.00	0.00	\$314.50	0.0%	\$314.50	0.0%
117	REFL BUTTONS, TY IIA-A, 4"	76	EA	\$9.00		\$684.00		0.00	0.00	\$684.00	0.0%	\$684.00	0.0%
118	ST & TRAFF CTRL SIGNS	5	EA	\$350.00		\$1,750.00		0.00	0.00	\$1,750.00	0.0%	\$1,750.00	0.0%
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00		\$7,500.00		0.50	0.00	\$7,500.00	50.0%	\$7,500.00	50.0%
127	STAB CONST ENTR	19	CY	\$100.00		\$1,900.00		19.00	0.00	\$1,900.00	100.0%	\$1,900.00	100.0%
128	SILT FENCE	350	LF	\$1.50		\$525.00		350.00	0.00	\$525.00	100.0%	\$525.00	100.0%
130	INLET PROTECT	2	EA	\$125.00		\$250.00		0.00	0.00	\$250.00	0.0%	\$250.00	0.0%
130	RR CROSSING	1	LS	\$50,000.00		\$50,000.00		0.00	1.00	\$50,000.00	100.0%	\$50,000.00	100.0%
131	4" HMA CP BASE COURSE	237	SY	\$20.00		\$4,740.00		0.00	0.00	\$4,740.00	0.0%	\$4,740.00	0.0%
132	2" HMA CP SURF COURSE	237	SY	\$16.00		\$3,792.00		0.00	0.00	\$3,792.00	0.0%	\$3,792.00	0.0%
133	IMPORT FILL	3,400	CY	\$9.00		\$30,600.00		3400.00	0.00	\$30,600.00	100.0%	\$30,600.00	100.0%
134	FLAGE 6" WIDE THERMOPLASTIC CROSSWALK MARKER	460	LF	\$2.00		\$920.00		0.00	0.00	\$920.00	0.0%	\$920.00	0.0%
135	FLAGE WITH THERMOPLASTIC ARROW	11	EA	\$150.00		\$1,650.00		0.00	0.00	\$1,650.00	0.0%	\$1,650.00	0.0%
				TOTALS THIS PAGE		\$284,996.50				\$284,996.50			

Town Of Addison

DATE: 4/29/2004  
ESTIMATE: 4

Apr 29, 2004

QUANTITIES THROUGH

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	PERCENTAGE	AMOUNT	PERCENTAGE	AMOUNT
201	Water								
202	CONC BLOCKING	CY	21.80	\$175.00	\$3,815.00	0.00	\$3,815.00	100.0%	\$3,815.00
203	DI FITTINGS	TON	0.50	\$3,500.00	\$1,750.00	0.00	\$1,750.00	100.0%	\$1,750.00
204	AWWA C909 DR18 CL 150 WTR PIPE, 6"	LF	24.00	\$45.00	\$1,080.00	0.00	\$1,080.00	100.0%	\$1,080.00
205	PVC AWWA C909 DR18 CL 150 WTR PIPE W/EMBED, 06"	LF	85.00	\$17.00	\$1,445.00	0.00	\$1,445.00	100.0%	\$1,445.00
206	AWWA C909 DR18 CL 150 PVC WTR PIPE, 12"	LF	640.00	\$21.00	\$13,440.00	0.00	\$13,440.00	100.0%	\$13,440.00
207	RES SEAT GATE VALVE/BOX 6"	EA	1.00	\$75.00	\$75.00	0.00	\$75.00	100.0%	\$75.00
208	RES SEAT GATE VALVE/BOX 8"	EA	4.00	\$575.00	\$2,300.00	0.00	\$2,300.00	100.0%	\$2,300.00
209	RES SEAT GATE VALVE/BOX 12"	EA	1.00	\$1,200.00	\$1,200.00	0.00	\$1,200.00	100.0%	\$1,200.00
210	FIRE HYDRANT	EA	1.00	\$2,000.00	\$2,000.00	0.00	\$2,000.00	100.0%	\$2,000.00
211	CONNECT TO EX WTR MAIN	EA	2.00	\$1,500.00	\$3,000.00	0.00	\$3,000.00	100.0%	\$3,000.00
212	STL CASING PIPE BY BORE, 24"	LF	126.00	\$225.00	\$28,350.00	0.00	\$28,350.00	100.0%	\$28,350.00
213	2" TY-K SOFT COPPER IRRIGA SERV	EA	1.00	\$750.00	\$750.00	0.00	\$750.00	100.0%	\$750.00
214	BROOKS PROD #63-17" X 28" PRECAST BOX	EA	1.00	\$775.00	\$775.00	0.00	\$775.00	100.0%	\$775.00
215	1.5" FERCO 805Y DBL CHECK VALVE ASSY	EA	2.00	\$250.00	\$500.00	0.00	\$500.00	100.0%	\$500.00
216	2" CL 200 PVC SLEEVE	EA	1.00	\$750.00	\$750.00	0.00	\$750.00	100.0%	\$750.00
217	TRENCH SAFETY	LF	30.00	\$7.50	\$225.00	0.00	\$225.00	100.0%	\$225.00
218	PERFORM WTR TEST	LF	750.00	\$1.00	\$750.00	0.00	\$750.00	100.0%	\$750.00
219	2" AIR REL VALVE	EA	1.00	\$3,000.00	\$3,000.00	0.00	\$3,000.00	100.0%	\$3,000.00
220	12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN BORE PIPE	EA	2.00	\$1,600.00	\$3,200.00	0.00	\$3,200.00	100.0%	\$3,200.00
		LF	103.00	\$12.00	\$1,236.00	0.00	\$1,236.00	100.0%	\$1,236.00
	-STRM DRAINAGE--								
301	CL III RCP 18"	LF	153.00	\$28.00	\$4,284.00	0.00	\$4,284.00	100.0%	\$4,284.00
302	CL III RCP 21"	LF	111.00	\$33.00	\$3,663.00	0.00	\$3,663.00	100.0%	\$3,663.00
309	CL III RCP 48"	LF	740.00	\$110.00	\$81,400.00	0.00	\$81,400.00	100.0%	\$81,400.00
310	CL II RCBC 6" X 3" INCL EMBED	LF	284.00	\$210.00	\$59,640.00	0.00	\$59,640.00	100.0%	\$59,640.00
311	CL III RCBC 6" X 4" INCL EMBED	LF	450.00	\$236.00	\$107,100.00	0.00	\$107,100.00	100.0%	\$107,100.00
312	RCP FLOW EQUALIZER 24"	EA	2.00	\$3,000.00	\$6,000.00	0.00	\$6,000.00	100.0%	\$6,000.00
314	REM & DISP OF EXIST RCP	EA	233.00	\$10.00	\$2,330.00	0.00	\$2,330.00	100.0%	\$2,330.00
315	CONC JUNCTION BOX	EA	1.00	\$14,000.00	\$14,000.00	0.00	\$14,000.00	100.0%	\$14,000.00
318	10" STD INLET W/ACCESS TOP	EA	1.50	\$2,800.00	\$4,200.00	0.00	\$4,200.00	75.0%	\$4,200.00
320	TY B HEADWALL	EA	3.00	\$1,500.00	\$4,500.00	0.00	\$4,500.00	100.0%	\$4,500.00
321	RCP 60 DEG FACTORY WYE CONNECT	EA	2.00	\$1,000.00	\$2,000.00	0.00	\$2,000.00	100.0%	\$2,000.00
322	CONNECT TO EX PIPE	EA	2.00	\$3,000.00	\$6,000.00	0.00	\$6,000.00	100.0%	\$6,000.00
323	CONNECT TO EX STRUCT	EA	1.00	\$1,500.00	\$1,500.00	0.00	\$1,500.00	100.0%	\$1,500.00
324	PRECAST CONC PIPE PLUG	EA	1.00	\$350.00	\$350.00	0.00	\$350.00	100.0%	\$350.00
325	REM & DISP OF EX HEADWALLS & CONC RIP RAP	EA	1.00	\$1,500.00	\$1,500.00	0.00	\$1,500.00	100.0%	\$1,500.00
	TOTALS THIS PAGE				\$383,408.00		\$383,408.00		\$383,408.00



# Town Of Addison

DATE: 4/29/2004  
ESTIMATE: 4

QUANTITIES THROUGH Apr. 29, 2004

ITEM NO.	DESCRIPTION	QTY	UNIT	EST. PRICE	TOTAL	PERCENT	TOTAL	TAX	TOTAL
701	75-2 CABINET & SIG CTRL	1	EA	\$14,000.00	\$14,000.00	0.0%	\$0.00	\$0.00	\$14,000.00
702	TRAFF SIG CTRL FOUNDATION	1	EA	\$1,500.00	\$1,500.00	0.0%	\$0.00	\$0.00	\$1,500.00
703	TY C PULL BOX W/CONC APRON	4	EA	\$450.00	\$1,800.00	0.0%	\$0.00	\$0.00	\$1,800.00
704	ELECT CONDUCTOR #8 X1HM WIRE POWER	1211	LF	\$1.00	\$1,211.00	0.0%	\$0.00	\$0.00	\$1,211.00
705	ELECT CONDUCTOR #8 AWG CU WIRE GRND	717	LF	\$1.00	\$717.00	0.0%	\$0.00	\$0.00	\$717.00
706	TRAFF SIG CABLE, 18 COND, #14 CABLE	430	LF	\$4.00	\$1,720.00	0.0%	\$0.00	\$0.00	\$1,720.00
707	TRAFF SIG CABLE, 18 AWG, VIDEO CABLE	430	LF	\$2.50	\$1,075.00	0.0%	\$0.00	\$0.00	\$1,075.00
708	TRAFF SIG CABLE, #18 AWG CU WIRE	430	LF	\$1.00	\$430.00	0.0%	\$0.00	\$0.00	\$430.00
709	PVC CONDUIT W/EMBED, 3"	18	LF	\$13.00	\$234.00	0.0%	\$0.00	\$0.00	\$234.00
710	PVC CONDUIT W/EMBED, 4"	630	LF	\$4.00	\$2,520.00	0.0%	\$0.00	\$0.00	\$2,520.00
711	PVC CONDUIT BORED, 4"	222	LF	\$17.00	\$3,774.00	0.0%	\$0.00	\$0.00	\$3,774.00
712	ECONOLITE MIP SOLOPRO VIDEO DETECTION CAMERAS	4	EA	\$4,800.00	\$19,200.00	0.0%	\$0.00	\$0.00	\$19,200.00
713	TY 36-A TRAFF SIG FOUND	2	EA	\$4,800.00	\$9,600.00	0.0%	\$0.00	\$0.00	\$9,600.00
714	TY 48-A TRAFF SIG FOUND	2	EA	\$2,000.00	\$4,000.00	0.0%	\$0.00	\$0.00	\$4,000.00
715	INTERNAL LIGHT ST NAME SIGNS	4	EA	\$3,500.00	\$14,000.00	0.0%	\$0.00	\$0.00	\$14,000.00
716	PED SIG W/COUNTDOWN LED	8	EA	\$1,500.00	\$12,000.00	0.0%	\$0.00	\$0.00	\$12,000.00
717	STL TRAFF SIG POLE ASSY, 1 ARM, 36"	1	EA	\$3,200.00	\$3,200.00	0.0%	\$0.00	\$0.00	\$3,200.00
718	STL TRAFF SIG POLE ASSY, 1 ARM, 40"	1	EA	\$3,200.00	\$3,200.00	0.0%	\$0.00	\$0.00	\$3,200.00
719	STL TRAFF SIG POLE ASSY, 1 ARM, 50"	1	EA	\$8,700.00	\$8,700.00	0.0%	\$0.00	\$0.00	\$8,700.00
720	STL TRAFF SIG POLE ASSY, 1 ARM, 55"	1	EA	\$8,700.00	\$8,700.00	0.0%	\$0.00	\$0.00	\$8,700.00
721	PED DETECTOR PUSH BUTTON	8	EA	\$125.00	\$1,000.00	0.0%	\$0.00	\$0.00	\$1,000.00
722	12" LED RED TRAFF SIG LAMP	13	EA	\$110.00	\$1,430.00	0.0%	\$0.00	\$0.00	\$1,430.00
723	12" LED YEL TRAFF SIG LAMP	13	EA	\$110.00	\$1,430.00	0.0%	\$0.00	\$0.00	\$1,430.00
724	12" LED GRN TRAFF SIG LAMP	13	EA	\$200.00	\$2,600.00	0.0%	\$0.00	\$0.00	\$2,600.00
725	12" LED GRN & YEL ARROW TRAFF SIG LAMP	4	EA	\$250.00	\$1,000.00	0.0%	\$0.00	\$0.00	\$1,000.00
726	FBI OPTICOM	4	EA	\$1,250.00	\$5,000.00	0.0%	\$0.00	\$0.00	\$5,000.00
TOTALS THIS PAGE					\$123,911.00		\$0.00	\$0.00	\$123,911.00

# Town Of Addison

DATE: 4/29/2004  
ESTIMATE: 4

Apr 29, 2004

QUANTITIES THROUGH

LINE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	APPROVALS	PREVIOUS QUANTITY	AMOUNT IN THIS QUANTITY	DATE	DOLLARS
801	METER SOCKET BASE	EA	2	\$125.00	\$250.00		0.00	\$0.00		\$0.00
802	ENCLOS TO SUPPORT METER, PANEL, CONTACTOR, TIME CLOCK	EA	1	\$3,500.00	\$3,500.00		0.00	\$0.00		\$0.00
803	SERV GRND	EA	1	\$50.00	\$50.00		0.00	\$0.00		\$0.00
804	PANEL BRD W/BREAKERS	EA	1	\$1,200.00	\$1,200.00		0.00	\$0.00		\$0.00
805	ENCLOS & CONTACTOR	EA	1	\$900.00	\$900.00		0.00	\$0.00		\$0.00
806	7 DAY TIME CLOCK	EA	1	\$75.00	\$75.00		0.00	\$0.00		\$0.00
807	PHOTO CELL & CONNECTIONS	EA	1	\$50.00	\$50.00		0.00	\$0.00		\$0.00
808	2" GRC ELBOW	EA	20	\$17.00	\$340.00		0.00	\$0.00		\$0.00
809	2" PVC SCH 40 CONDUIT	LF	530	\$3.00	\$1,590.00		0.00	\$0.00		\$0.00
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	LF	820	\$3.00	\$2,460.00		0.00	\$0.00		\$0.00
811	2" GRC CONDUIT	LF	40	\$7.00	\$280.00		0.00	\$0.00		\$0.00
812	3" GRC ELBOW	EA	2	\$13.00	\$26.00		0.00	\$0.00		\$0.00
813	3" PVC SCH 40 CONDUIT W/EMBED	LF	370	\$3.00	\$1,110.00		0.00	\$0.00		\$0.00
814	3" GRC CONDUIT	EA	15	\$4.00	\$60.00		0.00	\$0.00		\$0.00
815	H/ COMPRESSION TAP	EA	36	\$15.00	\$540.00		0.00	\$0.00		\$0.00
816	#10 AWG CONDUCTOR	LF	10	\$0.90	\$9.00		0.00	\$0.00		\$0.00
817	#08 AWG CONDUCTOR	LF	1500	\$0.75	\$1,125.00		0.00	\$0.00		\$0.00
818	NO ITEM		0	\$0.00	\$0.00		0.00	\$0.00		\$0.00
819	STL LIGHT PULL BOX	EA	4	\$0.00	\$0.00		0.00	\$0.00		\$0.00
820	RED POLE LIGHT FOUND	EA	7	\$250.00	\$1,750.00		0.00	\$0.00		\$0.00
821	RED POLE LIGHT FOUND	EA	7	\$500.00	\$3,500.00		0.00	\$0.00		\$0.00
822	RED LIGHT POLE & LUM FIXTURES, 2 EA	EA	7	\$3,700.00	\$25,900.00		0.00	\$0.00		\$0.00
823	VEHICULAR POLE LIGHT FOUND	EA	2	\$500.00	\$1,000.00		0.00	\$0.00		\$0.00
824	VEHICULAR POLE & SGL LUM	EA	2	\$3,000.00	\$6,000.00		0.00	\$0.00		\$0.00
825	30 AMP DISCONNECT SWITCH W/FUSES	EA	1	\$300.00	\$300.00		0.00	\$0.00		\$0.00
TOTALS THIS PAGE					\$50,661.00		0.00	\$0.00		\$0.00

DATE: 4/29/2004  
ESTIMATE: 4

**Town Of Addison**  
Spectrum Dr. North South Extension #04-03

QUANTITIES THROUGH Apr. 29, 2004

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	AMOUNT	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY	AMOUNT	PERCENTAGE	CUMULATIVE QUANTITY	CUMULATIVE AMOUNT	PERCENTAGE
1	CO #1 Fire Lane	LS	1	\$101,587.00	\$101,587.00	0.75	\$76,180.25	0.25	\$25,396.75	1.00	1.00	\$101,587.00	100.0%
2				\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
3				\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
4				\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	\$0.00	0.0%
			TOTALS THIS PAGE		\$101,587.00	\$76,180.25	\$25,396.75	\$101,587.00				\$101,587.00	

					\$394,437.26						\$1,710,418.50	64.8%
<b>GRAND TOTAL</b>					\$4,938,566.60						\$1,316,991.25	

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 4/20/04

Claim # \_\_\_\_\_

Check \$ 47.83

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT-ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 1322 01020	46	000	56570	05301		47.83

TOTAL \$ 47.83

EXPLANATION SPECTRUM DRIVE DESIGN  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chutkan  
 Authorized Signature

Finance \_\_\_\_\_



# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

APRIL 9, 2004

INVOICE # 132201020

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED MARCH 27, 2004

---

### REIMBURSABLES

DELIVERY CHARGES	12.10
REPRODUCTION	<u>35.73</u>
	47.83

TOTAL REIMBURSABLES 47.83

---

TOTAL DUE THIS INVOICE \$47.83

*O.K. to pay  
5/26  
4/12/04*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 4/6/09

Claim # \_\_\_\_\_

Check \$ 550,863.91

Vendor No. \_\_\_\_\_  
 Vendor Name SITE CONCRETE  
 Address 3340 ROY ORR BLVD.  
 Address GRAND PRAIRIE, TEXAS 75050  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		550,863.91

TOTAL \$ 550,863.91

EXPLANATION SPECTRUM DRIVE CONSTRUCTION.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chulman  
 Authorized Signature

\_\_\_\_\_  
 Finance

**Application and Certificate For Payment**

**To Owner:**  
 Town Of Addison  
 16801 Westgrove Drive  
 Addison, TX 75001

**From (Contractor):**  
 Site Concrete  
 3340 Roy Orr Blvd  
 Grand Prairie, Texas 75050  
 (972) 513-0661  
 (972) 313-0733

**Project:** Spectrum Dr. North/ South Extension #04 Application No.: 3

**Contract Start:** 1/12/2004 **Period to:** 4/1/2004

**Calendar Days:** 210 (incl any by change order) **Date:** 4/1/2004

**Contract Close:** 8/9/2004 **Project No.:** 23-144

**Contractor's Application For Payment**  
**Change Order Summary**

Item	Description	Amount	Balance
1	Fire Lane	\$182,812.00	\$81,225.00
<b>Totals</b>			
	<b>Net change by Change orders</b>	0	\$ 182,812.00
			\$ 81,225.00

Original contract sum:	\$2,638,566.50
Net change by change orders	\$101,587.00
Contract sum to date	\$2,740,153.50
Total Completed and stored to date	\$1,312,981.25
5.0% Retainage	\$65,649.06
Total earned less retainage	\$1,247,332.19
Less previous certificates of payments	\$696,468.23

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** Site Concrete *BS*

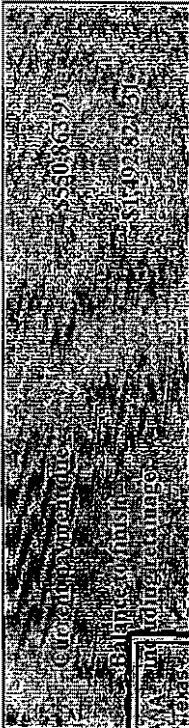
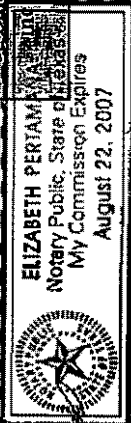
**By:** \_\_\_\_\_ **Date:** 4/5/4

**State of:** TEXAS **County of:** DALLAS

Subscribed and Sworn before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2003

**Notary Public:** Elizabeth Pertam *Elizabeth Pertam*

**My Commission Expires:** 8/22/7



**Inspector's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the Amount Certified.

**Inspector:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**By:** Dave Wilde *Dave Wilde* **Date:** 4/6/04

**Assistant City Engineer:** \_\_\_\_\_

**By:** Steve Chatchan *Steve Chatchan* **Date:** \_\_\_\_\_

**Seven Chatchan, Town of Addison**

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM#	SCHED	DESCRIPTION	EST QUANTITY	UNIT	QUANTITIES THROUGH		CONTRACT TOTAL	PREVIOUS PERIOD		AMOUNT THIS PERIOD	QUANTITY THIS PERIOD	PREVIOUS PERIOD	AMOUNT THIS PERIOD	QUANTITY THIS PERIOD	PREVIOUS PERIOD	AMOUNT THIS PERIOD	PERCENT COMPLETE														
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT									UNIT PRICE	AMOUNT												
<b>CONSTRUCTION</b>																															
101		MOBILIZATION	1	LS			\$75,000.00										100.0%														
102		FULL DEPTH SAWCUT	114	LF			\$1,140.00			\$1,140.00	114.00		\$1,140.00	114.00		\$1,140.00	100.0%														
103		REM & DISP OF EX CONC & ASPH PAVE INCL C	19	SY			\$475.00			\$475.00	19.00		\$475.00	19.00		\$475.00	100.0%														
104		6" THICK LIME STAB SUBGRD	6,859	SY			\$13,718.00			\$13,718.00	6,859.00		\$13,718.00	6,859.00		\$13,718.00	100.0%														
105		HYDRATED LIME	113	TON			\$10,170.00			\$10,170.00	113.00		\$10,170.00	113.00		\$10,170.00	99.9%														
106		8" 5000# COMPRESSIVE @ 28 DAYS REINF CON	6,229	SY			\$174,412.00			\$174,412.00	6,229.00		\$174,412.00	6,229.00		\$174,412.00	0.0%														
107		6" 5000# COMPRESSIVE @ 28 DAY REINF CON	152	SY			\$4,560.00			\$4,560.00	152.00		\$4,560.00	152.00		\$4,560.00	0.0%														
108		8" 5000# COMPRESSIVE @ 28 DAY REINF CON	112	SY			\$3,920.00			\$3,920.00	112.00		\$3,920.00	112.00		\$3,920.00	0.0%														
109		8" 5000# COMPRESSIVE @ 28 DAY INTEGRAL C	3,194	LF			\$9,582.00			\$9,582.00	3,194.00		\$9,582.00	3,194.00		\$9,582.00	0.0%														
110		LONGITUDINAL BUTT JOINT	111	LF			\$1,110.00			\$1,110.00	111.00		\$1,110.00	111.00		\$1,110.00	0.0%														
111		CONC ST HEADER	23	LF			\$230.00			\$230.00	23.00		\$230.00	23.00		\$230.00	0.0%														
112		ACME VEHICULAR BRICK PAVR MATLS, DEL	2,372	SF			\$11,860.00			\$11,860.00	2,372.00		\$11,860.00	2,372.00		\$11,860.00	0.0%														
113		BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF			\$7,116.00			\$7,116.00	2,372.00		\$7,116.00	2,372.00		\$7,116.00	0.0%														
114		THERMO STOP LINE 24" WIDE	23	LF			\$276.00			\$276.00	23.00		\$276.00	23.00		\$276.00	0.0%														
115		THERMO STRIPE 4" WIDE	1,942	LF			\$5,826.00			\$5,826.00	1,942.00		\$5,826.00	1,942.00		\$5,826.00	0.0%														
116		REFL BUTTONS, TY 1-C, 4"	21	EA			\$136.50			\$136.50	21.00		\$136.50	21.00		\$136.50	0.0%														
117		REFL BUTTONS, TY 1AAA, 4"	140	EA			\$1,260.00			\$1,260.00	140.00		\$1,260.00	140.00		\$1,260.00	0.0%														
118		ST & TRAFF CTRL SIGNS	5	EA			\$350.00			\$350.00	5.00		\$350.00	5.00		\$350.00	0.0%														
119		ST NAME SIGN & MOUNT HDWR & APPURT	1	EA			\$250.00			\$250.00	1.00		\$250.00	1.00		\$250.00	0.0%														
120		UNISTRUT-TELESPAR ST SIGN POST, FOUND,	1	EA			\$250.00			\$250.00	1.00		\$250.00	1.00		\$250.00	0.0%														
121		REM EX ST BARRICADES & POSTS	44	LF			\$95.00			\$95.00	44.00		\$95.00	44.00		\$95.00	0.0%														
122		F&I ST BARRICADES & POSTS	50	LF			\$95.00			\$95.00	50.00		\$95.00	50.00		\$95.00	0.0%														
123		BARRICADES, SIGNS & TRAFF CTRL	1	LS			\$7,500.00			\$7,500.00	1.00		\$7,500.00	1.00		\$7,500.00	0.0%														
124		UNCLASS ST EXCAVA, DISP	20,400	CY			\$193,800.00			\$193,800.00	20,400.00		\$193,800.00	20,400.00		\$193,800.00	100.0%														
125		BLACK STL STOP SIGN POLE	1	EA			\$350.00			\$350.00	1.00		\$350.00	1.00		\$350.00	0.0%														
126		ADDITION CIRCLE FINAL ON BLACK STL POLE	1	EA			\$350.00			\$350.00	1.00		\$350.00	1.00		\$350.00	0.0%														
127		STAB CONST ENTR	19	CY			\$1,900.00			\$1,900.00	19.00		\$1,900.00	19.00		\$1,900.00	100.0%														
128		SILT FENCE	1,050	LF			\$1,575.00			\$1,575.00	1,050.00		\$1,575.00	1,050.00		\$1,575.00	100.0%														
129		INLET PROTECT	5	EA			\$625.00			\$625.00	5.00		\$625.00	5.00		\$625.00	0.0%														
130		NO ITEM	0	O			\$0.00			\$0.00	0.00		\$0.00	0.00		\$0.00	0.0%														
131		NO ITEM	0	O			\$0.00			\$0.00	0.00		\$0.00	0.00		\$0.00	0.0%														
132		NO ITEM	0	O			\$0.00			\$0.00	0.00		\$0.00	0.00		\$0.00	0.0%														
133		NO ITEM	0	O			\$0.00			\$0.00	0.00		\$0.00	0.00		\$0.00	0.0%														
134		PLACE 6" WIDE THERMOPLASTIC CROSSWALL	90	LF			\$180.00			\$180.00	90.00		\$180.00	90.00		\$180.00	0.0%														
135		PLACE WITH THERMOPLASTIC ARROW	2	EA			\$300.00			\$300.00	2.00		\$300.00	2.00		\$300.00	0.0%														
<b>TOTALS THIS PAGE</b>																															
<b>TOTALS THIS PAGE</b>															\$179,125.00	\$104,478.00	\$283,603.00														

**Town Of Addison**  
ENGINEERING

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

CONSTRUCTION

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACTOR PRICE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	TOTAL QUANTITY	TOTAL AMOUNT	% COMPLETE
<b>Water</b>												
201	9.80	CY	CONC BLOCKING	\$175.00	\$1,715.00	9.80	\$1,715.00	0.00	\$0.00	9.80	\$1,715.00	100.0%
202	1.10	TON	DI FITTINGS, CL 250	\$3,500.00	\$3,850.00	0.65	\$2,975.00	0.25	\$875.00	1.10	\$3,850.00	100.0%
203	30.00	LF	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EM	\$45.00	\$1,350.00	30.00	\$1,350.00	0.00	\$0.00	30.00	\$1,350.00	100.0%
204	489	LF	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EM	\$17.00	\$8,313.00	369.00	\$6,613.00	100.00	\$1,700.00	489.00	\$8,313.00	100.0%
205	1087	LF	PVC AWWA C900 DR18 CL 150 WTR PIPE W/EM	\$21.00	\$22,827.00	1007.00	\$21,147.00	80.00	\$1,680.00	1087.00	\$22,827.00	100.0%
206	3	EA	RES SEAT GATE VALVE/BOX, 08"	\$575.00	\$1,725.00	3.00	\$1,725.00	0.00	\$0.00	3.00	\$1,725.00	100.0%
207	13	EA	RES SEAT GATE VALVE/BOX, 08"	\$675.00	\$8,775.00	13.00	\$8,775.00	0.00	\$0.00	13.00	\$8,775.00	100.0%
208	5	EA	RES SEAT GATE VALVE/BOX, 12"	\$1,200.00	\$6,000.00	5.00	\$6,000.00	0.00	\$0.00	5.00	\$6,000.00	100.0%
209	3	EA	FIRE HYDRANT F&I	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00	3.00	\$6,000.00	100.0%
210	2	EA	CONNECT TO EX WTR MAIN	\$1,500.00	\$3,000.00	2.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
212	1	EA	2" TY K SOFT COPPER IRRIGA SERV	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
213	1	EA	1.5" HERSEY MVR 100 TURBINE METER	\$775.00	\$775.00	1.00	\$775.00	-1.00	(\$775.00)	0.00	\$0.00	0.0%
214	2	EA	BROOKS PROD. #66 17" X 28" PRECAST BOX	\$250.00	\$500.00	2.00	\$500.00	-2.00	(\$500.00)	0.00	\$0.00	0.0%
215	1	EA	1.5" FEBCO 805Y DBL CHK VALVE ASSY	\$750.00	\$750.00	1.00	\$750.00	-1.00	(\$750.00)	0.00	\$0.00	0.0%
215	38	LF	2" CL 200 PVC SLEEVE	\$7.50	\$285.00	38.00	\$285.00	0.00	\$0.00	38.00	\$285.00	100.0%
217	1596	LF	TRENCH SAFETY	\$1.00	\$1,596.00	1596.00	\$1,596.00	0.00	\$0.00	1596.00	\$1,596.00	100.0%
218	1	LS	PERFORM WTR TEST	\$3,500.00	\$3,500.00	1.00	\$3,500.00	0.00	\$0.00	1.00	\$3,500.00	100.0%
<b>STRM DRAINAGE</b>												
301	231	LF	CL III RCP INCL EMBED, 18"	\$28.00	\$6,468.00	151.00	\$4,228.00	60.00	\$2,240.00	231.00	\$6,468.00	100.0%
302	59	LF	CL III RCP INCL EMBED, 21"	\$33.00	\$1,947.00	59.00	\$1,947.00	0.00	\$0.00	59.00	\$1,947.00	100.0%
303	75	LF	CL III RCP INCL EMBED, 24"	\$39.00	\$2,925.00	75.00	\$2,925.00	0.00	\$0.00	75.00	\$2,925.00	100.0%
304	188	LF	CL III RCP INCL EMBED, 27"	\$45.00	\$8,460.00	188.00	\$8,460.00	0.00	\$0.00	188.00	\$8,460.00	100.0%
305	26	LF	CL III RCP INCL EMBED, 30"	\$51.00	\$1,326.00	26.00	\$1,326.00	0.00	\$0.00	26.00	\$1,326.00	100.0%
306	46	LF	CL III RCP INCL EMBED, 33"	\$60.00	\$2,760.00	46.00	\$2,760.00	0.00	\$0.00	46.00	\$2,760.00	100.0%
307	261	LF	CL III RCP INCL EMBED, 36"	\$69.00	\$18,009.00	261.00	\$18,009.00	0.00	\$0.00	261.00	\$18,009.00	100.0%
308	428	LF	CL III RCP INCL EMBED, 42"	\$92.00	\$39,376.00	428.00	\$39,376.00	0.00	\$0.00	428.00	\$39,376.00	100.0%
313	1	EA	REM & DISP OF EX CONC INLET	\$750.00	\$750.00	1.00	\$750.00	0.00	\$0.00	1.00	\$750.00	100.0%
316	2	EA	6" STD INLET W/ACCESS TOP	\$2,000.00	\$4,000.00	0.00	\$0.00	1.50	\$3,000.00	1.50	\$3,000.00	75.0%
317	3	EA	6" STD INLET W/ACCESS TOP, EXTRA DEPTH	\$2,400.00	\$7,200.00	0.00	\$0.00	2.25	\$5,400.00	2.25	\$5,400.00	75.0%
319	2	EA	TY B MH	\$3,500.00	\$7,000.00	0.00	\$0.00	2.00	\$7,000.00	2.00	\$7,000.00	100.0%
321	15	EA	RCP 60 DEG FACTORY WYE CONNECT	\$500.00	\$7,500.00	15.00	\$7,500.00	0.00	\$0.00	15.00	\$7,500.00	100.0%
322	3	EA	CONNECT TO EX PIPE	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00	3.00	\$4,500.00	100.0%
324	11	EA	PRECAST CONC PIPE PLUG	\$350.00	\$3,850.00	11.00	\$3,850.00	0.00	\$0.00	11.00	\$3,850.00	100.0%
<b>-WWTR-</b>												
401	1235	LF	SDR28 PVC WWTR PIPE, 08"	\$16.00	\$19,760.00	1235.00	\$19,760.00	0.00	\$0.00	1235.00	\$19,760.00	100.0%
402	409	LF	SDR28 PVC WWTR PIPE, 08"	\$15.00	\$6,135.00	9.00	\$135.00	400.00	\$6,000.00	409.00	\$6,135.00	100.0%
403	9	EA	2 WAY CLEANOUT & CI LID	\$350.00	\$3,150.00	0.00	\$0.00	9.00	\$3,150.00	9.00	\$3,150.00	100.0%
404	3	EA	4" DIA WWTR MH	\$2,000.00	\$6,000.00	3.00	\$6,000.00	0.00	\$0.00	3.00	\$6,000.00	100.0%
405	3	EA	8" DIA WWTR PIPE PLUG	\$1,500.00	\$4,500.00	3.00	\$4,500.00	0.00	\$0.00	3.00	\$4,500.00	100.0%
406	1235	LF	TV INSPECT OF WWTR LINES	\$1.50	\$1,852.50	1235.00	\$1,852.50	0.00	\$0.00	1235.00	\$1,852.50	100.0%
407	1235	LF	TRENCH SAFETY	\$1.00	\$1,235.00	1235.00	\$1,235.00	0.00	\$0.00	1235.00	\$1,235.00	100.0%
408	1	EA	CONNECT TO EX WWTR LINES	\$1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
<b>-ELECT DUCTBANK-</b>												
501	1052	LF	6-6" PVC TY DB CONDUITS, ENCASE IN CONC	\$115.00	\$120,980.00	1052.00	\$120,980.00	0.00	\$0.00	1052.00	\$120,980.00	100.0%
502	1	EA	CONNECT TO EX DUCTBANK	\$3,000.00	\$3,000.00	1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00	100.0%
503	2	EA	STD 4 WAY ELECT DUCTBANK MH	\$12,000.00	\$24,000.00	2.00	\$24,000.00	0.00	\$0.00	2.00	\$24,000.00	100.0%
504	1	EA	STD 3 WAY ELECT DUCTBANK MH	\$12,500.00	\$12,500.00	1.00	\$12,500.00	0.00	\$0.00	1.00	\$12,500.00	100.0%
505	3	EA	CONC DUCTBANK END PLUG	\$500.00	\$1,500.00	3.00	\$1,500.00	0.00	\$0.00	3.00	\$1,500.00	100.0%
<b>TOTALS THIS PAGE</b>											\$38,860.50	
<b>Page: 2 of 10</b>											\$354,499.50	
<b>Page: 2 of 10</b>											\$29,020.00	spectrum pay est
<b>Page: 2 of 10</b>											\$85,089.50	Mar 2004

Town Of Addison  
ENGINEERING

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM	SCHED	DESCRIPTION	EST. QUANTITY	UNIT	PRICE	QUANTITIES THROUGH		PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	DOLLARS COMPLETE
						PREVIOUS QUANTITY	AMOUNT						
<b>CONSTRUCTION</b>													
<b>Steetscape Sch. 3 "North"</b>													
801		IRRIGA SYS COMPLETE	1	LS	\$30,000.00							\$0.00	0.0%
802		60" SQ TREE GRATE	23	EA	\$1,200.00							\$0.00	0.0%
803		4" PVC SCH 40 SUBDRAIN SYS	1841	LF	\$21.00							\$0.00	0.0%
804		RED OAK 200 GAL	41	EA	\$1,600.00							\$0.00	0.0%
805		DWARF YAUPON HOLLY 1 GAL	390	EA	\$5.00							\$0.00	0.0%
806		DAYLILLY 1 GAL	130	EA	\$7.00							\$0.00	0.0%
807		YELLOW BEARD IRIS 1 GAL	130	EA	\$7.00							\$0.00	0.0%
808		DAFFODIL 1 GAL	266	EA	\$7.00							\$0.00	0.0%
809		BLEEDING HEART 1 GAL	78	EA	\$8.00							\$0.00	0.0%
810		4" 3000# CONC SUBBASE, SW	25233	SF	\$2.75							\$0.00	0.0%
811		GLEN-GARY RED BRICK PAVE MATLS DEL TO	25233	SF	\$3.50							\$0.00	0.0%
812		BEDDING MATLS FOR PED BRICK PAVERS	25233	SF	\$2.50							\$0.00	0.0%
813		TRUNCATED DOME PAVERS ON NEW RAMPS	228	SF	\$7.50							\$0.00	0.0%
						TOTALS THIS PAGE		\$390,755.75		\$0.00	\$88,315.50	\$88,315.50	100.0%

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	CONTRACT TOTAL	QUANTITIES THROUGH		PREVIOUS PERIOD	PREVIOUS PERIOD	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	0.0%
						PREVIOUS PERIOD	PREVIOUS PERIOD							
<b>CONSTRUCTION</b>														
801	2	METER SOCKET BASE	EA	\$125.00	\$250.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
802	1	ENCLOSE TO SUPPORT METER, PANEL, CONT	EA	\$3,500.00	\$3,500.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
803	1	SERV GROUND	EA	\$50.00	\$50.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
804	1	PANEL BOARD W/BREAKERS	EA	\$1,200.00	\$1,200.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
805	1	ENCL & CONTACTOR	EA	\$900.00	\$900.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
806	1	7 DAY TIME CLOCK	EA	\$75.00	\$75.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
807	1	PHOTO CELL & CONNECTIONS	EA	\$50.00	\$50.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
808	57	2" GRC ELBOW	EA	\$17.00	\$969.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
809	2210	2" PVC SCH 40 CONDUIT W/FULL ROPE	LF	\$3.00	\$6,630.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
810	2510	2" PVC SCH 40 CONDUIT W/FULL ROPE	LF	\$3.00	\$7,530.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
811	155	2" GRC CONDUIT	LF	\$7.00	\$1,092.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
812	4	3" GRC ELBOW	EA	\$43.00	\$172.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
813	300	3" PVC SCH 40 CONDUIT W/EMBED	LF	\$3.00	\$900.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
814	30	3" GRC CONDUIT	EA	\$4.00	\$120.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
815	50	HI COMPRESSION TAP	EA	\$15.00	\$750.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816	60	#10 AWG CONDUCTOR	LF	\$1.00	\$60.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817	2610	#8 AWG CONDUCTOR	LF	\$0.50	\$1,305.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
819	3040	#4 AWG CONDUCTOR	LF	\$0.75	\$2,280.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820	11	STL LIGHT FULL BOX	EA	\$250.00	\$2,750.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
821	27	PED LIGHT POLE & LUMINARIES FIX, 2 EA	EA	\$500.00	\$13,500.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
822	27	PED LIGHT POLE & LUMINARIES FIX, 2 EA	EA	\$3,700.00	\$99,900.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
823	6	VEHICULAR POLE LIGHT FOUND	EA	\$500.00	\$3,000.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
824	6	VEHICULAR POLE & SGL LUMINAIRE	EA	\$3,000.00	\$18,000.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
825	1	30 AMP DISCONNECT SWITCH W/FUSES	EA	\$300.00	\$300.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE													\$165,163.00	0.0%

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Spectrum Dr. North/ South Extension #04-03

DATE: 4/1/2004

Jan 12, 2004

ITEM SCHED	DESCRIPTION	QTY	UNIT	EST	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	TOTAL QUANTITY	TOTAL AMOUNT	% DOLLARS COMPLETE
------------	-------------	-----	------	-----	------------	----------------	-------------------	-----------------	----------------------	--------------------	----------------	--------------	--------------------

CONSTRUCTION													
101	MOBILIZATION	1	LS		\$75,000.00	\$75,000.00	1.00	\$75,000.00	0.00	\$0.00	1.00	\$75,000.00	100.0%
102	FULL DEPTH SAWCUT EX CONC	143	LF		\$10.00	\$1,430.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
103	REM & DISP OF EX CONC & ASPH PAVE INCL C	11	SY		\$25.00	\$275.00	0.00	\$0.00	11.00	\$275.00	11.00	\$275.00	100.0%
104	6" LIME STAB	3,115	SY		\$2.00	\$6,230.00	0.00	\$0.00	3,115.00	\$6,230.00	3,115.00	\$6,230.00	100.0%
105	HYDRATED LIME	511	TON		\$90.00	\$4,626.00	0.00	\$0.00	51.00	\$4,590.00	51.00	\$4,590.00	99.2%
106	8" 5000# CONC PAVE	3,000	SY		\$28.00	\$84,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
109	6" 5000# CONC CURB	1,894	LF		\$3.00	\$5,602.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
110	LONGITUDINAL BUTT JOINT	118	LF		\$10.00	\$1,180.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
114	THERMO STOP LINE 24" WIDE	35	LF		\$12.00	\$420.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
115	THERMO STRIPE, 4" WIDE	594	LF		\$3.00	\$1,782.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
116	REFL BUTTONS, TY 1-C, 4"	37	EA		\$6.50	\$240.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
117	REFL BUTTONS, TY II-A-A, 4"	78	EA		\$9.00	\$694.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
118	ST & TRAFF CTRL SIGNS	5	EA		\$350.00	\$1,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
123	BARRICADES, SIGNS & TRAFF CTRL	1	LS		\$7,500.00	\$7,500.00	0.00	\$0.00	0.50	\$3,750.00	0.50	\$3,750.00	50.0%
127	STAB CONST ENTR	19	CY		\$100.00	\$1,900.00	19.00	\$1,900.00	0.00	\$0.00	19.00	\$1,900.00	100.0%
128	SILT FENCE	350	LF		\$1.50	\$525.00	350.00	\$525.00	0.00	\$0.00	350.00	\$525.00	100.0%
129	INLET PROTECT	2	EA		\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
130	RR CROSSING	1	LS		\$50,000.00	\$50,000.00	0.00000000	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
131	4" HMA CP BASE COURSE	237	SY		\$20.00	\$4,740.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
132	2" HMA CP SURF COURSE	237	SY		\$16.00	\$3,792.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
133	IMPORT FILL	3,400	CY		\$9.00	\$30,600.00	0.00	\$0.00	3,400.00	\$30,600.00	3,400.00	\$30,600.00	100.0%
134	PLACE 6" WIDE THERMOPLASTIC CROSSWALK	469	LF		\$2.00	\$920.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
135	PLACE WITH THERMOPLASTIC ARROW	11	EA		\$150.00	\$1,650.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE						\$284,986.50		\$77,425.00		\$45,445.00		\$122,870.00	



Town Of Addison

DATE: 4/17/2004  
ESTIMATE: 3

Jan 12, 2004

QUANTITIES THROUGH

ITEM	ISCHED	DESCRIPTION	EST CITY	UNIT	CONTRACT	UNIT PRICE	QUANTITY	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
<b>Utility Imp. Sch. 2 " South"</b>														
Water														
201		CONC BLOCKING	218	CY	\$175.00	\$3,815.00	10.00	0.00	\$1,750.00	11.80	\$2,065.00	21.80	\$3,815.00	100.0%
202		DI FITTINGS	0.5	TON	\$3,500.00	\$1,750.00	0.25	0.00	\$875.00	0.50	\$875.00	0.50	\$1,750.00	100.0%
203		AWWA C909 DR18 CL 150 PVC WTR PIPE, 6"	24	LF	\$45.00	\$1,080.00	0.00	0.00	\$0.00	24.00	\$1,080.00	24.00	\$1,080.00	100.0%
204		PVC AWWA C900 DR18 CL 150 WTR PIPE W/EM	85	LF	\$17.00	\$1,445.00	80.00	0.00	\$1,020.00	28.00	\$425.00	88.00	\$1,445.00	100.0%
205		AWWA C909 DR18 CL 150 PVC WTR PIPE, 12"	640	LF	\$21.00	\$13,440.00	80.00	0.00	\$1,680.00	660.00	\$11,760.00	640.00	\$13,440.00	100.0%
206		RES SEAT GATE VALVE/BOX 6"	1	EA	\$575.00	\$575.00	0.00	0.00	\$0.00	1.00	\$575.00	1.00	\$575.00	100.0%
207		RES SEAT GATE VALVE/BOX 8"	4	EA	\$675.00	\$2,700.00	0.00	0.00	\$0.00	4.00	\$2,700.00	4.00	\$2,700.00	100.0%
208		RES SEAT GATE VALVE/BOX 12"	1	EA	\$1,200.00	\$1,200.00	0.00	0.00	\$0.00	1.00	\$1,200.00	1.00	\$1,200.00	100.0%
209		FIRE HYDRANT	1	EA	\$2,000.00	\$2,000.00	0.00	0.00	\$0.00	1.00	\$2,000.00	1.00	\$2,000.00	100.0%
210		CONNECT TO EX WTR MAIN	2	EA	\$1,500.00	\$3,000.00	0.00	0.00	\$0.00	2.00	\$3,000.00	2.00	\$3,000.00	100.0%
211		STL CASING PIPE BY BORE, 24"	126	LF	\$225.00	\$28,350.00	126.00	0.00	\$28,350.00	0.00	\$0.00	126.00	\$28,350.00	100.0%
212		2" TY K SOFT COPPER IRRIG SERV	1	EA	\$750.00	\$750.00	0.00	0.00	\$0.00	1.00	\$750.00	1.00	\$750.00	100.0%
213		1.5" HERSEY MVR 100 TURBINE METER	1	EA	\$775.00	\$775.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
214		BROOKS PROD #65 17" X 28" PRECAST BOX	2	EA	\$250.00	\$500.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
215		1.5" FERCO 60SY DR1 CHECK VALVE ASSY	1	EA	\$750.00	\$750.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
216		2" CL 200 PVC SLEEVE	30	LF	\$7.50	\$225.00	0.00	0.00	\$0.00	30.00	\$225.00	30.00	\$225.00	100.0%
217		TRENCH SAFETY	750	LF	\$1.00	\$750.00	0.00	0.00	\$0.00	750.00	\$750.00	750.00	\$750.00	100.0%
218		PERFORM WTR TEST	1	LS	\$3,000.00	\$3,000.00	0.00	0.00	\$0.00	1.00	\$3,000.00	1.00	\$3,000.00	100.0%
219		2" AIR REL VALVE	2	EA	\$1,600.00	\$3,200.00	0.00	0.00	\$0.00	2.00	\$3,200.00	2.00	\$3,200.00	100.0%
220		12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN	103	LF	\$12.00	\$1,236.00	0.00	0.00	\$0.00	103.00	\$1,236.00	103.00	\$1,236.00	100.0%
-STRM DRAINAGE-														
301		CL III RCP 18"	153	LF	\$28.00	\$4,284.00	0.00	0.00	\$0.00	153.00	\$4,284.00	153.00	\$4,284.00	100.0%
302		CL III RCP 21"	111	LF	\$33.00	\$3,663.00	0.00	0.00	\$0.00	111.00	\$3,663.00	111.00	\$3,663.00	100.0%
309		CL III RCP 48"	740	LF	\$110.00	\$81,400.00	740.00	0.00	\$81,400.00	0.00	\$0.00	740.00	\$81,400.00	100.0%
310		CL II RCBC 6' X 3' INCL EMBED	284	LF	\$210.00	\$59,640.00	0.00	0.00	\$0.00	284.00	\$59,640.00	284.00	\$59,640.00	100.0%
311		CL III RCBC 6' X 4' INCL EMBED	450	LF	\$238.00	\$107,100.00	0.00	0.00	\$0.00	450.00	\$107,100.00	450.00	\$107,100.00	100.0%
312		RCP FLOW EQUALIZER 24"	2	EA	\$1,500.00	\$3,000.00	2.00	0.00	\$3,000.00	0.00	\$0.00	2.00	\$3,000.00	100.0%
314		REM & DISP OF EXIST RCP	233	LF	\$10.00	\$2,330.00	0.00	0.00	\$0.00	233.00	\$2,330.00	233.00	\$2,330.00	100.0%
315		CONC JUNCTION BOX	1	EA	\$14,000.00	\$14,000.00	0.00	0.00	\$0.00	1.00	\$14,000.00	1.00	\$14,000.00	100.0%
318		10' STD INLET W/RECESS TOP	2	EA	\$2,000.00	\$4,000.00	0.00	0.00	\$0.00	1.50	\$3,000.00	1.50	\$3,000.00	75.0%
320		TY B HEADWALL	3	EA	\$1,500.00	\$4,500.00	0.00	0.00	\$0.00	3.00	\$4,500.00	3.00	\$4,500.00	100.0%
321		RCP 60 DEG FACTORY WYE CONNECT	2	EA	\$600.00	\$1,200.00	2.00	0.00	\$1,200.00	0.00	\$0.00	2.00	\$1,200.00	100.0%
322		CONNECT TO EX PIPE	2	EA	\$1,500.00	\$3,000.00	1.00	0.00	\$1,500.00	1.00	\$1,500.00	2.00	\$3,000.00	100.0%
323		CONNECT TO EX STRUCT	1	EA	\$1,500.00	\$1,500.00	1.00	0.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500.00	100.0%
324		PRECAST CONC PIPE PLUG	1	EA	\$350.00	\$350.00	0.00	0.00	\$0.00	1.00	\$350.00	1.00	\$350.00	100.0%
325		REM & DISP OF EX HEADWALLS & CONC RIP P	1	LS	\$1,500.00	\$1,500.00	1.00	0.00	\$1,227.05	0.00	\$236.408.00	1.00	\$1,500.00	100.0%
TOTALS THIS PAGE													\$363,408.00	

Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Jan 12, 2004

QUANTITIES THROUGH

ITEM #	SCHED	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACTOR'S	PREVIOUS	PREVIOUS	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY	PERCENT
							QTY	AMOUNT	THIS	THIS	THIS	THIS	THIS	THIS	THIS	THIS	
							PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	PERIOD	
<b>CONSTRUCTION</b>																	
601		IRRIGA SYS. COMPLETE	LS	1	\$15,000.00	\$15,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
602		60" SQ TREE GRATE	EA	11	\$1,200.00	\$13,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
603		4" PVC SCH 40 SUBDRAIN SYS	LF	544	\$22.00	\$11,968.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
604		RED OAK 200 GAL	EA	11	\$1,600.00	\$17,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
610		4" 3000# CONC SUBBAE. SW	SF	16379	\$2.75	\$45,042.25	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
611		GLEN-GARY PED BRICK PAVER MATLS DEL TO	SF	16379	\$3.50	\$57,326.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
612		FURN & PLACE BEDD MATLS & BRICK PAVERS	SF	16378	\$2.50	\$40,947.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
613		TRUNCATED DOME PAVERS ON NEW RAMPS	SF	70	\$7.50	\$525.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
614		CONC RETAIN WALL, BACKFILL & DRAINS	CY	66	\$425.00	\$28,050.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
615		BIKE RAIL ON RETAIN WALL	LF	51	\$100.00	\$5,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>																	
																\$234,759.25	\$0.00

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

Jan 12, 2004

## QUANTITIES THROUGH

ITEM	SCHED	DESCRIPTION	UNIT	QTY	CONTRACT	PREVIOUS QTY	PREVIOUS AMOUNT	QTY THIS PERIOD	AMOUNT THIS PERIOD	QTY TO DATE	AMOUNT TO DATE	DOLLARS COMPLETE
<b>CONSTRUCTION</b>												
701		TS-2 CABINET & SIG CTRL	EA	1	\$14,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
702		TRAFF SIG CTRL FOUNDATION	EA	1	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
703		TY C PULL BOX W/CONC APRON	EA	4	\$450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
704		ELECT CONDUCTOR #6 XHHW WIRE, POWER	LF	1211	\$1.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
705		ELECT CONDUCTOR #6 AWG CU WIRE, GRND	LF	717	\$1.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
706		TRAFF SIG CABLE, 16 COND, #14 CABLE	LF	430	\$4.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
707		TRAFF SIG CABLE, 18 AWG, VIDEO CABLE	LF	430	\$2.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
708		TRAFF SIG CABLE, #18 AWG CU WIRE	LF	430	\$1.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
709		PVC CONDUIT W/EMBED, 3"	LF	18	\$13.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
710		PVC CONDUIT W/EMBED, 4"	LF	630	\$4.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
711		PVC CONDUIT BORED, 4"	LF	222	\$17.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
712		ECONOLITE MVP SOLOPRO VIDEO DETECTION	EA	4	\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
713		TY 36-A TRAFF SIG FOUND	EA	2	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
714		TY 48-A TRAFF SIG FOUND	EA	2	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
715		INTERNAL LIGHT ST NAME SIGNS	EA	4	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
716		PED SIG W/COUNTDOWN LED	EA	8	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
717		STL TRAFF SIG POLE ASSY, 1 ARM, 36"	EA	1	\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
718		STL TRAFF SIG POLE ASSY, 1 ARM, 40"	EA	1	\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
719		STL TRAFF SIG POLE ASSY, 1 ARM, 50"	EA	1	\$3,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
720		STL TRAFF SIG POLE ASSY, 1 ARM, 55"	EA	1	\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
721		PED DETECTOR PUSH BUTTON	EA	8	\$125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
722		12" LED RED TRAFF SIG LAMP	EA	13	\$100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
723		12" LED YEL TRAFF SIG LAMP	EA	13	\$100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
724		12" LED GRN TRAFF SIG LAMP	EA	13	\$200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
725		12" LED GRN & YEL ARROW TRAFF SIG LAMP	EA	4	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
726		F&I OPTICOM	EA	4	\$1,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>					<b>\$123,911.00</b>							

# Town Of Addison

DATE: 4/1/2004  
ESTIMATE: 3

QUANTITIES THROUGH Jan 12, 2004

ITEM SCHED	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	CONTRACT DIAL	QUANTITIES THROUGH		PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	TOTAL QUANTITY	TOTAL AMOUNT	% COMPLETE
						QUANTITY	AMOUNT							
<b>CONSTRUCTION</b>														
801	METER SOCKET BASE	EA	2	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
802	ENCLOS TO SUPPORT METER, PANEL, CONTA	EA	1	\$3,500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
803	SERV GRND	EA	1	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
804	PANEL BRD W/BREAKERS	EA	1	\$1,200.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
805	ENCLOS & CONTACTOR	EA	1	\$900.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
806	7 DAY TIME CLOCK	EA	1	\$75.00	\$75.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
807	PHOTO CELL & CONNECTIONS	EA	1	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
808	2" GRG ELBOW	EA	20	\$17.00	\$340.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
809	2" PVC SCH 40 CONDUIT	LF	530	\$3.00	\$1,590.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
810	2" PVC SCH 40 CONDUIT W/PULL ROPE	LF	620	\$3.00	\$1,860.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
811	2" GRG CONDUIT	LF	40	\$7.00	\$280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
812	3" GRG ELBOW	EA	2	\$13.00	\$26.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
813	3" PVC SCH 40 CONDUIT WIEMBED	LF	370	\$3.00	\$1,110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
814	3" GRG CONDUIT	EA	15	\$4.00	\$60.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
815	HI COMPRESSION TAP	EA	36	\$15.00	\$540.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816	#10 AWG CONDUCTOR	LF	10	\$0.50	\$5.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817	#08 AWG CONDUCTOR	LF	1500	\$0.75	\$1,125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
818	NO ITEM		0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
819	NO ITEM		0	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820	STL LIGHT PULL BOX	EA	4	\$250.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
821	PED POLE LIGHT FOUND	EA	7	\$900.00	\$3,150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
822	PED LIGHT POLE & LUM FIXTURES, 2 EA	EA	7	\$3,700.00	\$25,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
823	VEHICULAR POLE LIGHT FOUND	EA	2	\$500.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
824	VEHICULAR POLE & SOL LUM	EA	2	\$3,000.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
825	30 AMP DISCONNECT SWITCH W/FUSES	EA	1	\$300.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>													\$50,661.00	

DATE: 4/1/2004  
ESTIMATE: 3

**Town Of Addison**  
Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM #	SCHED	DESCRIPTION	TEST	UNIT	QUANTITY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% COMPLETE
<b>CONSTRUCTION</b>														
<b>Change Orders</b>														
1		CO #1 Fire Lane	1	LS		\$101,587.00	\$101,587.00	0.00	\$0.00	0.75	\$76,190.25	0.75	\$76,190.25	75.0%
2							\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
3							\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
4							\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
					TOTALS THIS PAGE		\$101,587.00		\$0.00		\$76,190.25		\$76,190.25	
							GRAND TOTAL		\$733,724.50		\$679,656.75		\$1,312,981.25	49.8%

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: \_\_\_\_\_

Claim # \_\_\_\_\_

Check \$ 262,580.00

Vendor No. \_\_\_\_\_  
 Vendor Name SITE CONCRETE  
 Address 3340 ROY ORR BLVD.  
 Address GRAND PRAIRIE, TEXAS 75050  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		262,580.00

TOTAL \$ 262,580.00

EXPLANATION SPECTRUM DRIVE CONSTRUCTION  
PAYMENT #1  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chubb  
 Authorized Signature

\_\_\_\_\_  
 Finance

**Application and Certificate for Payment**

**To Owner:**  
 Town Of Addison  
 16801 Westgrove Drive  
 Addison, TX 75001

**From (Contractor):**  
 Site Concrete  
 3340 Roy Orr Blvd  
 Grand Prairie, Texas 75050  
 (972) 513-0661  
**Phone:** (972) 313-0733

**Project:** Spectrum Dr. North/ South Extension #04- Application No.: 1

**Contract Start:** 1/12/2004 **Period to:** 1/31/2004

**Calendar Days:** 210 (incl any by change order) **Date:** 1/28/2004

**Contract Close:** 8/9/2004 **Project No.:** 23-144

**Contractor's Application For Payment Change Order Summary**

Item Description	Quantity	Unit	Rate	Amount	Date
Totals	0	\$	-	\$	
Net change by Change orders					

Original contract sum:	\$2,536,979.50
Net change by change orders	\$0.00
Contract sum to date	\$2,536,979.50
Total Completed and stored to date	\$276,400.00
5.0% Retainage	\$13,820.00
Total earned less retainage	\$262,580.00
Less previous certificates of payments	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**Contractor:** Site Concrete

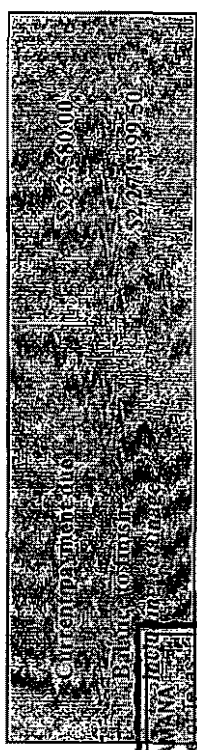
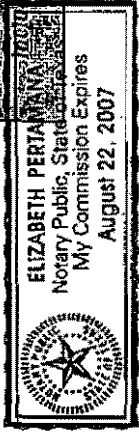
**By:** \_\_\_\_\_ **Date:** 1/30/2004

**State of:** TEXAS **County of:** DALLAS

Subscribed and Sworn before me on this 30th day of JANUARY, 2003

**Notary Public:** Elizabeth Williams

**My Commission Expires:** 8/22/2007



**Inspector's Certificate for Payment**

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the Amount Certified.

**Amount Certified:** 5

**Inspector:** David Ellsode

**By:** Steve Chutehain

**Date:** 1/30/04

**Date:** 2/3/04

Steve Chutehain, Town of Addison

# Town Of Addison

Spectrum Dr. North/ South Extension #04-03

DATE: 1/31/2004  
ESTIMATE: 1

Jan 12, 2004

QUANTITIES THROUGH

## Paving Sch. 1 "North"

ITEM #	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT THIS PROJECT	QUANTITY	AMOUNT THIS PROJECT	% COMPLETE
101	1	LS	MOBILIZATION	\$75,000.00	\$75,000.00	0.00	\$0.00	1.00	\$75,000.00	100.0%
102	114	LF	FULL DEPTH SAWCUT	\$10.00	\$1,140.00	0.00	\$0.00	0.00	\$0.00	0.0%
103	18	SY	REM & DISP OF EX CONC & ASPH PAVE INCL C	\$25.00	\$475.00	0.00	\$0.00	0.00	\$0.00	0.0%
104	6,859	SY	6" THICK LIME STAB SUBGRD	\$2.00	\$13,718.00	0.00	\$0.00	0.00	\$0.00	0.0%
105	119	TON	HYDRATED LIME	\$90.00	\$10,719.00	0.00	\$0.00	0.00	\$0.00	0.0%
106	6,229	SY	8" 5000# COMPRESSIVE @ 28 DAYS REINF CON	\$28.00	\$174,412.00	0.00	\$0.00	0.00	\$0.00	0.0%
107	182	SY	6" 5000# COMPRESSIVE @ 28 DAY REINF CON	\$30.00	\$5,460.00	0.00	\$0.00	0.00	\$0.00	0.0%
108	112	SY	6" 5000# COMPRESSIVE @ 28 DAY REINF CON	\$35.00	\$3,920.00	0.00	\$0.00	0.00	\$0.00	0.0%
109	3,194	LF	6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL C	\$3.00	\$9,582.00	0.00	\$0.00	0.00	\$0.00	0.0%
110	111	LF	LONGITUDINAL BUTT JOINT	\$10.00	\$1,110.00	0.00	\$0.00	0.00	\$0.00	0.0%
111	23	LF	CONC ST HEADER	\$10.00	\$230.00	0.00	\$0.00	0.00	\$0.00	0.0%
112	2,372	SF	ACME VEHICULAR BRICK PAVEM MATLS, DEL	\$5.00	\$11,860.00	0.00	\$0.00	0.00	\$0.00	0.0%
113	2,372	SF	BEDDING MATLS & PLACE BRICK PAVERS	\$3.00	\$7,116.00	0.00	\$0.00	0.00	\$0.00	0.0%
114	23	LF	THERMO STOP LINE 24" WIDE	\$12.00	\$276.00	0.00	\$0.00	0.00	\$0.00	0.0%
115	1,942	LF	THERMO STRIPE 4" WIDE	\$3.00	\$5,826.00	0.00	\$0.00	0.00	\$0.00	0.0%
116	21	EA	REFL BUTTONS, TY 11A, 4"	\$6.50	\$1,365.00	0.00	\$0.00	0.00	\$0.00	0.0%
117	140	EA	REFL BUTTONS, TY 11AA, 4"	\$9.00	\$1,260.00	0.00	\$0.00	0.00	\$0.00	0.0%
118	5	EA	ST & TRAFF CTRL SIGNS	\$350.00	\$1,750.00	0.00	\$0.00	0.00	\$0.00	0.0%
119	1	EA	ST NAME SIGN & MOUNT HDWR & APPURT	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.0%
120	1	EA	UNISTRUT-TELESPAR ST SIGN POST, FOUND	\$250.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.0%
121	44	LF	REM EX ST BARRICADES & POSTS	\$25.00	\$1,100.00	0.00	\$0.00	0.00	\$0.00	0.0%
122	80	LF	FSI ST BARRICADES & POSTS	\$65.00	\$5,200.00	0.00	\$0.00	0.00	\$0.00	0.0%
123	1	LS	BARRICADES, SIGNS & TRAFF CTRL	\$7,500.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	0.0%
124	20,400	CY	UNCLASS ST EXCAVA, DISP	\$9.50	\$193,800.00	0.00	\$0.00	0.00	\$0.00	0.0%
125	1	EA	BLACK STL STOP SIGN POLE	\$350.00	\$350.00	0.00	\$0.00	0.00	\$0.00	0.0%
126	1	EA	ADDITIONAL CIRCLE FINAL ON BLACK STL POLE	\$350.00	\$350.00	0.00	\$0.00	0.00	\$0.00	0.0%
127	19	CY	STAB CONST ENTR	\$100.00	\$1,900.00	0.00	\$0.00	19.00	\$1,900.00	100.0%
128	1,050	LF	SILT FENCE	\$1.50	\$1,575.00	0.00	\$0.00	1050.00	\$1,575.00	100.0%
129	5	EA	INLET PROTECT	\$125.00	\$625.00	0.00	\$0.00	0.00	\$0.00	0.0%
130	0	0	NO ITEM	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
131	0	0	NO ITEM	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
132	0	0	NO ITEM	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
133	0	0	NO ITEM	\$0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
134	90	LF	PLACE 6" WIDE THERMOPLASTIC CROSSWALL	\$2.00	\$180.00	0.00	\$0.00	0.00	\$0.00	0.0%
135	2	EA	PLACE WITH THERMOPLASTIC ARROW	\$150.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.0%
				TOTALS THIS PAGE	\$533,480.50	0.00	\$0.00	0.00	\$78,475.00	\$78,475.00



**Town Of Addison**  
ENGINEERING

DATE: 1/31/2004  
ESTIMATE: 1

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM SCHED	DESCRIPTION	ESTIM QUANTITY	UNIT	TIME PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	TOTAL QUANTITY	TOTAL AMOUNT	% BIDDERS
------------	-------------	----------------	------	------------	----------------	-------------------	-----------------	----------------------	--------------------	----------------	--------------	-----------

**CONSTRUCTION**

Utility Imp. Sch. 2" North"												
Water												
201	CONC BLOCKING	9.8	CY	\$175.00	\$1,715.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
202	DI FITTINGS, CL 250	1.1	TON	\$3,500.00	\$3,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
203	PVC AWMA C900 DR18 CL 150 WTR PIPE WIEM	30	LF	\$45.00	\$1,350.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
204	PVC AWMA C900 DR18 CL 150 WTR PIPE WIEM	489	LF	\$17.00	\$8,313.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
205	PVC AWMA C900 DR18 CL 150 WTR PIPE WIEM	1087	LF	\$21.00	\$22,827.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
206	RES SEAT GATE VALVE/BOX, 06"	3	EA	\$575.00	\$1,725.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
207	RES SEAT GATE VALVE/BOX, 08"	13	EA	\$675.00	\$8,775.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
208	RES SEAT GATE VALVE/BOX, 12"	5	EA	\$1,200.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
209	FIRE HYDRANT F&I	3	EA	\$2,000.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
210	CONNECT TO EX WTR MAIN	2	EA	\$1,500.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
212	2" TY K SOFT COPPER IRRIGA SERV	1	EA	\$750.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
213	1.5" HERSEY MVR 100 TURBINE METER	1	EA	\$775.00	\$775.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
214	BROOKS PROD. #65 17" X 28" PRECAST BOX	2	EA	\$250.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
215	1.5" FEBCO 805Y DR1 CHK VALVE ASSY	1	EA	\$750.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
219	2" CL 200 PVC SLEEVE	38	LF	\$7.50	\$285.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
217	TRENCH SAFETY	1596	LF	\$1.00	\$1,596.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
218	PERFORM WTR TEST	1	LS	\$3,500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
STRM DRAINAGE												
301	CL III RCP INCL EMBED, 18"	231	LF	\$28.00	\$6,468.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
302	CL III RCP INCL EMBED, 21"	59	LF	\$33.00	\$1,947.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
303	CL III RCP INCL EMBED, 24"	75	LF	\$39.00	\$2,925.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
304	CL III RCP INCL EMBED, 27"	188	LF	\$45.00	\$8,460.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
305	CL III RCP INCL EMBED, 30"	26	LF	\$51.00	\$1,326.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
306	CL III RCP INCL EMBED, 33"	46	LF	\$60.00	\$2,760.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
307	CL III RCP INCL EMBED, 36"	281	LF	\$68.00	\$18,808.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
308	CL III RCP INCL EMBED, 42"	428	LF	\$92.00	\$39,376.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
313	REM & DISP OF EX CONC INLET	1	EA	\$750.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
316	6" STD INLET WIRECESS TOP	2	EA	\$2,000.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
317	6" STD INLET WIRECESS TOP, EXTRA DEPTH	3	EA	\$2,400.00	\$7,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
319	TY B MH	2	EA	\$3,500.00	\$7,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
321	RCP 60 DEG FACTORY WYE CONNECT	15	EA	\$500.00	\$7,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
322	CONNECT TO EX PIPE	3	EA	\$1,500.00	\$4,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
324	PRECAST CONC PIPE PLUG	11	EA	\$350.00	\$3,850.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
-WWTR-												
401	SDR26 PVC WWTR PIPE, 08"	1235	LF	\$18.00	\$22,230.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
402	SDR26 PVC WWTR PIPE, 06"	409	LF	\$15.00	\$6,135.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
403	2 WAY CLEANOUT & CLID	9	EA	\$350.00	\$3,150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
404	4" DIA WWTR MH	3	EA	\$2,000.00	\$6,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
405	8" DIA WWTR PIPE PLUG	3	EA	\$1,500.00	\$4,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
406	TV INSPECT OF WWTR LINES	1235	LF	\$1.50	\$1,852.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
407	TRENCH SAFETY	1235	LF	\$1.00	\$1,235.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
408	CONNECT TO EX WWTR LINES	1	EA	\$1,500.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
-ELECT DUCTBANK-												
501	8-6" PVC TY DB CONDUITS, ENCASE IN CONC	1052	LF	\$115.00	\$120,980.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	76.0%
502	CONNECT TO EX DUCTBANK	1	EA	\$3,000.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00	1.00	\$3,000.00	100.0%
503	STD 4 WAY ELECT DUCTBANK MH	2	EA	\$12,000.00	\$24,000.00	0.00	\$0.00	1.00	\$12,000.00	1.00	\$12,000.00	50.0%
504	STD 3 WAY ELECT DUCTBANK MH	1	EA	\$12,500.00	\$12,500.00	0.00	\$0.00	1.00	\$12,500.00	1.00	\$12,500.00	100.0%
505	CONC DUCTBANK END PLUG	3	EA	\$500.00	\$1,500.00	0.00	\$0.00	2.00	\$1,000.00	2.00	\$1,000.00	66.7%
TOTALS THIS PAGE											\$3,863,390.00	

**Town Of Addison**  
ENGINEERING

DATE: 1/31/2004  
ESTIMATE: 1

Spectrum Dr. North South Extension #04-03

Jan 12, 2004

QUANTITIES THROUGH

ITEM	SCHED	DESCRIPTION	EST. QTY	UNIT	CONTRACT TOTAL	PREVIOUS QTY	PREVIOUS AMOUNT	QUANTITY	AMOUNT	PERIOD	QUANTITY	AMOUNT	PERIOD	QUANTITY	AMOUNT	PERIOD	QUANTITY	AMOUNT	PERIOD
<b>Steetscape Sch. 3 "North"</b>																			
601		IRRIGA SYS COMPLETE	1	LS	\$30,000.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
602		60" SQ TREE GRATE	23	EA	\$1,200.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
603		4" PVC SCH 40 SUBDRAIN SYS	1841	LF	\$21.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
604		RED OAK 200 GAL	41	EA	\$1,600.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
605		DWARF YALPON HOLLY 1 GAL	390	EA	\$5.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
606		DAYLILY 1 GAL	130	EA	\$7.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
607		YELLOW BEARD IRIS 1 GAL	130	EA	\$7.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
608		DAFFODIL 1 GAL	288	EA	\$7.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
609		BLEEDING HEART 1 GAL	78	EA	\$8.00	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
610		4" 3000# CONC SUBBASE, SW	25233	SF	\$2.75	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
611		GLEN-GARY RED BRICK PAVE MATLS DEL TO S	25233	SF	\$3.50	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
612		BEDDING MATLS FOR RED BRICK PAVERS	25233	SF	\$2.50	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
613		TRUNCATED DOME PAVERS ON NEW RAMPS	228	SF	\$7.50	0.00	\$0.00	0.00	\$0.00		0.00	\$0.00		0.00	\$0.00		0.00	\$0.00	
					TOTALS THIS PAGE	\$390,785.75	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	

# Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 1

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM	SCHED	DESCRIPTION	QTY	UNIT	QUANTITIES THROUGH		CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	TOTAL QUANTITY	TOTAL AMOUNT	% DOLLARS COMPLETE
					EST	QTY								
<b>CONSTRUCTION</b>														
<b>St. Light Improvements Sch. 5 "North"</b>														
801		METER SOCKET BASE	2	EA			\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
802		ENCLOSE TO SUPPORT METER, PANEL, CONT	1	EA			\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
803		SERV GROUND	1	EA			\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
804		PANEL BOARD W/BREAKERS	1	EA			\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
805		ENCL & CONTACTOR	1	EA			\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
806		7 DAY TIME CLOCK	1	EA			\$75.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
807		PHOTO CELL & CONNECTIONS	1	EA			\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
808		2" GRC ELBOW	57	EA			\$17.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
809		2" PVC SCH 40 CONDUIT	2270	LF			\$3.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
810		2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF			\$3.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
811		2" GRC CONDUIT	156	LF			\$7.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
812		3" GRC ELBOW	4	EA			\$13.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
813		3" PVC SCH 40 CONDUIT W/EMBED	300	LF			\$3.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
814		3" GRC CONDUIT	30	EA			\$4.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
815		HI COMPRESSION TAP	50	EA			\$15.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816		#10 AWG CONDUCTOR	60	LF			\$1.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817		#08 AWG CONDUCTOR	2610	LF			\$0.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
818		#04 AWG CONDUCTOR	3040	LF			\$0.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820		STL LIGHT PULL BOX	11	EA			\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
821		PED LIGHT POLE & LUMINARIES FIX, 2 EA	27	EA			\$3,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
822		VEHICULAR POLE LIGHT FOUND	6	EA			\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
824		VEHICULAR POLE & SGL LUMINARE	6	EA			\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
825		30 AMP DISCONNECT SWITCH W/FUSES	1	EA			\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
													TOTALS THIS PAGE	\$185,163.00

# Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 1

Spectrum Dr. North/ South Extension #04-03

DATE: 1/31/2004

QUANTITIES THROUGH Jan 12, 2004

ITEM #	SCHED	DESCRIPTION	EST QUANTITY	UNIT	PRICE	CONTRACT TOTAL	QUANTITY THIS PERIOD	PREVIOUS QUANTITY	QUANTITY THIS PERIOD	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY
--------	-------	-------------	--------------	------	-------	----------------	----------------------	-------------------	----------------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------	--------------

## Paving Sch. 1 "South"

ITEM #	SCHED	DESCRIPTION	EST QUANTITY	UNIT	PRICE	CONTRACT TOTAL	QUANTITY THIS PERIOD	PREVIOUS QUANTITY	QUANTITY THIS PERIOD	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY	AVAILABILITY
101		MOBILIZATION	1	LS	\$75,000.00	\$75,000.00	1.00	0.00	1.00	\$75,000.00	\$75,000.00	100.0%							
102		FULL DEPTH SAWCUT EX CONC	143	LF	\$10.00	\$1,430.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
103		REM & DISP OF EX CONC & ASPH PAVE INCL C	11	SY	\$25.00	\$275.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
104		6" LIME STAB	3,115	SY	\$2.00	\$6,230.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
105		HYDRATED LIME	51	TON	\$90.00	\$4,620.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
106		8" 5000# CONC PAVE	3,000	SY	\$28.00	\$84,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
108		6" 5000# CONC CURB	1,834	LF	\$3.00	\$5,502.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
110		LONGITUDINAL BUTT JOINT	118	LF	\$10.00	\$1,180.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
114		THERMO STOP LINE 24" WIDE	35	LF	\$420.00	\$14,700.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
115		THERMO STRIPE, 4" WIDE	594	LF	\$3.00	\$1,782.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
116		REFL BUTTONS, TY 1-C, 4"	37	EA	\$6.50	\$240.50	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
117		REFL BUTTONS, TY II-A-A, 4"	76	EA	\$9.00	\$684.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
118		ST & TRAFF CTRL SIGNS	5	EA	\$350.00	\$1,750.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
123		BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00	\$7,500.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
127		STAB CONST ENTR	19	CY	\$100.00	\$1,900.00	0.00	0.00	19.00	\$1,900.00	\$1,900.00	100.0%							
128		SILT FENCE	350	LF	\$1.50	\$525.00	0.00	0.00	350.00	\$525.00	\$525.00	100.0%							
129		INLET PROTECT	2	EA	\$125.00	\$250.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
130		RR CROSSING	1	LS	\$50,000.00	\$50,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
131		4" HMA CP BASE COURSE	237	SY	\$20.00	\$4,740.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
132		2" HMA CP SURF COURSE	237	SY	\$16.00	\$3,792.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
133		IMPORT FILL	3,400	CY	\$9.00	\$30,600.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
134		PLACE 6" WIDE THERMOPLASTIC CROSSWALK	460	LF	\$2.00	\$920.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
135		PLACE WITH THERMOPLASTIC ARROW	11	EA	\$150.00	\$1,650.00	0.00	0.00	0.00	\$0.00	\$0.00	0.0%							
<b>TOTALS THIS PAGE</b>						<b>\$284,996.50</b>													

Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 1

QUANTITIES THROUGH Jan 12, 2004.

ITEM	SCHED	DESCRIPTION	ESU	UNIT	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT TO DATE	ADDITIONAL QUANTITY	ADDITIONAL AMOUNT	PERCENT COMPLETE
<b>CONSTRUCTION</b>														
<b>Utility Imp. Sch. 2 " South"</b>														
201		Water												
202		CONC BLOCKING	21.3	CY	\$3,816.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
203		DI FITTINGS	0.5	TON	\$1,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
204		AWWA C909 DR18 CL 150 PVC WTR PIPE, 6"	24	LF	\$45.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
205		PVC AWWA C909 DR18 CL 150 WTR PIPE W/EM	85	LF	\$17.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
206		AWWA C909 DR18 CL 150 PVC WTR PIPE, 12"	640	LF	\$21.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
207		RES SEAT GATE VALVE/BOX 6"	1	EA	\$575.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
208		RES SEAT GATE VALVE/BOX 8"	4	EA	\$675.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
209		RES SEAT GATE VALVE/BOX 12"	1	EA	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
210		FIRE HYDRANT	1	EA	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
211		CONNECT TO EX WTR MAIN	2	EA	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
212		STL CASING PIPE BY BORE, 24"	126	LF	\$225.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
213		2" TY K SOFT COPPER IRRIGA SERV	1	EA	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
214		1.5" HERSEY MUR 100 TURBINE METER	1	EA	\$775.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
215		BROOKS PROD #63 17" X 28" PRECAST BOX	2	EA	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
216		1.5" FEBCO 865Y DBL CHECK VALVE ASSY	1	EA	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
217		2" CL 200 PVC SLEEVE	30	LF	\$7.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
218		TRENCH SAFETY	750	LF	\$1.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
219		PERFORM WTR TEST	1	LS	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
220		2" AIR REL VALVE	2	EA	\$1,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
221		12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN	103	LF	\$12.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>-STRM DRAINAGE-</b>														
301		CL III RCP 18"	153	LF	\$28.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
302		CL III RCP 21"	111	LF	\$363.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
309		CL III RCP 46"	740	LF	\$110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
310		CL II RC&C 6' X 3' INCL EMBED	284	LF	\$210.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
311		CL III RC&C 6' X 4' INCL EMBED	450	LF	\$238.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
312		RCP FLOW EQUALIZER 24"	2	EA	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
314		REM & DISP OF EXIST RCP	233	LF	\$10.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
315		CONC JUNCTION BOX	1	EA	\$14,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
316		10' STD INLET WIRECESS TOP	2	EA	\$2,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
320		TY B HEADWALL	3	EA	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
321		RCP 60 DEG FACTORY WYE CONNECT	2	EA	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
322		CONNECT TO EX PIPE	2	EA	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
323		CONNECT TO EX STRUCT	1	EA	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
324		PRECAST CONC PIPE PLUG	1	EA	\$350.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
325		REM & DISP OF EX HEADWALLS & CONC RIP R	1	LS	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
					TOTALS THIS PAGE		\$0.00		\$0.00		\$0.00		\$0.00	
					TOTALS THIS PAGE		\$0.00		\$0.00		\$0.00		\$0.00	
					TOTALS THIS PAGE		\$0.00		\$0.00		\$0.00		\$0.00	

# Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 1

Jan 12, 2004

QUANTITIES THROUGH

ITEM NO	SCHED	DESCRIPTION	ESTIM CITY	UNIT	UNITS	CONTRACTOR PRICE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT TO DATE	PERCENT COMPLETE
---------	-------	-------------	------------	------	-------	------------------	-------------------	-----------------	----------------------	--------------------	------------------	----------------------	------------------

## CONSTRUCTION

### Steetscape Sch. 3 "South"

601		IRRIGA SYS COMPLETE		LS	1	\$15,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
602		60" SQ TREE GRATE		EA	11	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
603		4" PVC SCH 40 SUBDRAIN SYS		LF	544	\$23.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
604		RED OAK, 200 GAL		EA	11	\$1,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
610		4" 3000# CONC SUBBAE, SW		SF	16379	\$2.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
611		GLEN-GARY PED BRICK PAVER MATLS DEL TO		SF	16379	\$3.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
612		FURN & PLACE BEDD MATLS & BRICK PAVERS		SF	16379	\$2.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
613		TRUNCATED DOME PAVERS ON NEW RAMPS		SF	70	\$7.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
614		CONC RETAIN WALL, BACKFILL & DRAINS		CY	66	\$425.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
615		BIKE RAIL ON RETAIN WALL		LF	51	\$100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE						\$234,790.25				\$0.00		\$0.00	

Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 1

Jan 12, 2004

QUANTITIES THROUGH

ITEM	SCHEO	DESCRIPTION	EST. QTY	UNIT	QUANTITY THROUGH	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	TOTAL AMOUNT TO DATE	% DOLLARS COMPLETE
<b>CONSTRUCTION</b>													
701		TS-2 CABINET & SIG CTRL	1	EA		\$14,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
702		TRAFF SIG CTRL FOUNDATION	1	EA		\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
703		TY C PULL BOX W/CONC APRON	4	EA		\$450.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
704		ELECT CONDUCTOR #6 XHHW WIRE, POWER	1211	LF		\$1.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
705		ELECT CONDUCTOR #6 AWG CU WIRE, GRND	717	LF		\$4.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
706		TRAFF SIG CABLE, 18 COND, #14 CABLE	430	LF		\$2.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
707		TRAFF SIG CABLE, 18 AWG, VIDEO CABLE	430	LF		\$13.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
708		TRAFF SIG CABLE, #18 AWG CU WIRE	16	LF		\$4.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
709		PVC CONDUIT W/EMBED, 3"	630	LF		\$17.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
710		PVC CONDUIT W/EMBED, 4"	222	LF		\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
711		ECONOLITE W/VP SOLOPRO VIDEO DETECTION	4	EA		\$4,800.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
712		TY 35-A TRAFF SIG FOUND	2	EA		\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
713		TY 48-A TRAFF SIG FOUND	2	EA		\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
714		INTERNAL LIGHT ST NAME SIGNS	4	EA		\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
715		PED SIG W/COUNTDOWN LED	8	EA		\$3,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
716		STL TRAFF SIG POLE ASSY, 1 ARM, 36"	1	EA		\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
717		STL TRAFF SIG POLE ASSY, 1 ARM, 40"	1	EA		\$8,700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
718		STL TRAFF SIG POLE ASSY, 1 ARM, 50"	1	EA		\$125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
719		STL TRAFF SIG POLE ASSY, 1 ARM, 55"	1	EA		\$100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
720		PED DETECTOR PUSH BUTTON	8	EA		\$110.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
721		12" LED RED TRAFF SIG LAMP	13	EA		\$200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
722		12" LED YEL TRAFF SIG LAMP	13	EA		\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
723		12" LED GRN TRAFF SIG LAMP	13	EA		\$1,250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
724		12" LED GRN & YEL-ARROW TRAFF SIG LAMP	4	EA		\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
725		F8/OPTICOM	4	EA		\$123,911.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
726		TOTALS THIS PAGE				\$123,911.00		\$0.00		\$0.00		\$0.00	

Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 1

QUANTITIES THROUGH Jan 12 2004

ITEM	SCHED	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	CONTRACTOR QUANTITY	PREVIOUS QUANTITY	QUANTITY THIS PERIOD	PREVIOUS AMOUNT	AMOUNT THIS PERIOD	CUMULATIVE AMOUNT	PERCENT COMPLETE
801		METER SOCKET BASE	2	EA	\$125.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
802		ENCLOS TO SUPPORT METER, PANEL, CONTA	1	EA	\$3,500.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
803		SERV GRND	1	EA	\$50.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
804		PANEL BRD W/BREAKERS	1	EA	\$1,200.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
805		ENCLOS & CONTACTOR	1	EA	\$900.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
806		7 DAY TIME CLOCK	1	EA	\$75.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
807		PHOTO CELL & CONNECTIONS	1	EA	\$50.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
808		2" GRG ELBOW	20	EA	\$17.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
809		2" PVC SCH 40 CONDUIT	530	LF	\$3.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
810		2" PVC SCH 40 CONDUIT W/PULL ROPE	670	LF	\$3.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
811		2" GRG CONDUIT	40	LF	\$7.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
812		3" GRG ELBOW	2	EA	\$13.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
813		3" PVC SCH 40 CONDUIT WIEMBED	370	LF	\$3.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
814		3" GRG CONDUIT	15	EA	\$4.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
815		HI COMPRESSION TAP	38	EA	\$15.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
816		#10 AWG CONDUCTOR	10	LF	\$0.50		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
817		#08 AWG CONDUCTOR	1500	LF	\$0.75		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
818		NO ITEM	0		\$0.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
819		NO ITEM	0		\$0.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
820		STL LIGHT PULL BOX	4	EA	\$250.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
821		PED POLE LIGHT FOUND	7	EA	\$500.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
822		PED LIGHT POLE & LUM FIXTURES, 2 EA	7	EA	\$3,700.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
823		VEHICULAR POLE LIGHT FOUND	2	EA	\$500.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
824		VEHICULAR POLE & SCL LUM	2	EA	\$3,000.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
825		30 AMP DISCONNECT SWITCH W/UFUSES	1	EA	\$300.00		0.00	0.00	\$0.00	\$0.00	\$0.00	0.0%
TOTALS THIS PAGE						\$50,561.00			\$0.00	\$0.00	\$0.00	0.0%



DATE: 1/31/2004  
 ESTIMATE: 1

**Town Of Addison**  
 Spectrum Dr. North South Extension #04-03

QUANTITIES THROUGH Jan 12, 2004

ITEM	SCHED	DESCRIPTION	EST	UNIT	QUANTITY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITIES	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	COMPLETION
<b>Change Orders</b>														
<b>CONSTRUCTION</b>														
1						\$0.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
2						\$0.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
3						\$0.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
4						\$0.00		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
					TOTALS THIS PAGE	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
					GRAND TOTAL	\$2,536,975.50		\$0.00	\$276,400.00	\$276,400.00	\$276,400.00	\$276,400.00	\$276,400.00	10.9%

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 3/23/04

Claim # \_\_\_\_\_

Check \$ 2,533.34

Vendor No. HUITT-ZOLLARS, INC.

Vendor Name P.O. BOX 191294

Address DALLAS, TEXAS 75219

Address \_\_\_\_\_

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
132201019	46	000	56570	05301		33.34
132201301	46	000	56570	05301		2500.00

TOTAL \$ 2,533.34

EXPLANATION SPECTRUM DRIVE DESIGN

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chittiman  
 Authorized Signature

\_\_\_\_\_  
 Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

MARCH 15, 2004

INVOICE # 132201301

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON-DEPT. OF PUBLIC WORKS  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322013 SPECTRUM DRIVE  
STREET LIGHT RE-DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED FEBRUARY 29, 2004

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
2,500.00	100.00%	2,500.00	0.00	<u>2,500.00</u>
TOTAL FEE THIS INVOICE				2,500.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 2,500.00</b>

*O.K. to pay,  
SZC  
3/29/04*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

MARCH 15, 2004

INVOICE # 132201019

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED FEBRUARY 29, 2004

---

### REIMBURSABLES

DELIVERY CHARGES	17.60
REPRODUCTION	15.74
	<hr/>
	33.34

TOTAL REIMBURSABLES

33.34

---

TOTAL DUE THIS INVOICE

\$33.34

*O.K. to payl  
SZC  
3/23/04*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 2/27/04

Claim # \_\_\_\_\_

Check \$ 1,398.70

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

Vendor Name

HUTT - ZOLLARS, INC.

Address

P.O. BOX 191294

Address

DALLAS, TEXAS 75219

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 01018	46	000	56570	05301		1279.66
13363 1001	01	411	56570			119.04

TOTAL \$ 1398.70

EXPLANATION ENGINEERING DESIGN OF ADA RAMPS &  
SPECTRUM DRIVE.

---



---



---

Steve Chittman  
 Authorized Signature

\_\_\_\_\_  
 Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

FEBRUARY 25, 2004

INVOICE # 133631001

TO: MR. STEVEN Z. CHUTCHIAN  
TOWN OF ADDISON-DEPT. OF PUBLIC WORKS  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01336310 ADDISON CIRCLE RAMPS  
REIMBURSABLE EXPENSES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JANUARY 31, 2004

---

TOTAL FEE THIS INVOICE

### REIMBURSABLES

DELIVERY CHARGES	22.00	
REPRODUCTION	97.04	
	<hr/>	
	119.04	
TOTAL REIMBURSABLES		119.04
<hr/>		
TOTAL DUE THIS INVOICE		\$ 119.04

O.K. to PA  
57c  
2/27/04

# HUITT-ZOLIARS

HUITT-ZOLIARS INC • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

FEBRUARY 25, 2004

INVOICE # 132201018

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED JANUARY 31, 2004

---

### REIMBURSABLES

DELIVERY CHARGES	40.70
REPRODUCTION	1,163.36
MILEAGE & FEES	75.60
	<hr/>
	1,279.66

TOTAL REIMBURSABLES 1,279.66

---

TOTAL DUE THIS INVOICE \$1,279.66

---

*O.K. to pay!  
SZE  
2/27/04*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 3/5/04

Claim # \_\_\_\_\_

Check \$ \_\_\_\_\_

Vendor No. \_\_\_\_\_  
 Vendor Name SITE CONCRETE, INC.  
 Address 3340 ROY ORR BLVD.  
 Address GRAND PRAIRIE, TEXAS 75050  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		435,313.28

TOTAL # 435,313.28

EXPLANATION SPECTRUM DRIVE NORTH/SOUTH EXTENSION  
CONSTRUCTION

Steve Chutehain  
 Authorized Signature

\_\_\_\_\_  
 Finance



Application and Certificate For Payment

To Owner:  
Town Of Addison  
16801 Westgrove Drive  
Addison, TX 75001

From (Contractor):  
Site Concrete  
3340 Roy Orr Blvd  
Grand Prairie, Texas 75050  
Fax: (972) 513-0661  
Phone: (972) 313-0733

Project: Spectrum Dr. North/ South Extension #04-Application No.: 2

Contract Start: 1/12/2004 Period to: 2/29/2004

Calendar Days: 210 (incl any by change order) Date: 2/28/2004

Contract Close: 8/9/2004 Project No.: 23-144

Contractor's Application For Payment  
Change Order Summary

Item Description	Quantity	Unit	Rate	Amount
Totals	0	\$	-	\$
Net change by Change orders				

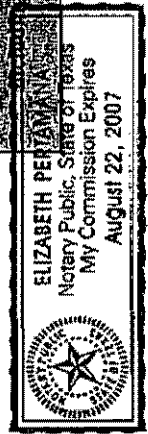
Original contract sum:	\$2,536,979.50
Net change by change orders	\$0.00
Contract sum to date	\$2,536,979.50
Total Completed and stored to date	\$734,624.50
5.0% Retainage	\$36,731.23
Total earned less retainage	\$697,893.28
Less previous certificates of payments	\$262,580.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: BK Buz  
By: Site Concrete  
State of: TEXAS

Date: 2/27/2004  
County of: \_\_\_\_\_

Subscribed and Sworn before me on this 27 day of FEBRUARY, 2004  
Notary Public: Elizabeth Permana  
My Commission Expires: 8/22/2007



Inspector's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Inspector certifies that to the best of the Inspector's knowledge, information and belief the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment to the Amount Certified.

Amount Certified: \$ \_\_\_\_\_

Inspector: \_\_\_\_\_

By: Dave White, Town of Addison  
Assistant City Engineer

Date: \_\_\_\_\_

By: Steve Chuteblan  
Steven Chuteblan, Town of Addison

Date: 3/4/04

# Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 2

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM	SCHED	DESCRIPTION	UNITS	QUANTITIES THROUGH	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	RODIAL PAYMENT	ADJUSTMENTS	CONCRETE
------	-------	-------------	-------	--------------------	-------------------	-----------------	----------------------	--------------------	------------------	----------------	----------------	-------------	----------

## Paving Sch. 1 "North"

ITEM	SCHED	DESCRIPTION	UNITS	QUANTITIES THROUGH	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	RODIAL PAYMENT	ADJUSTMENTS	CONCRETE
101		MOBILIZATION	1	LS		\$75,000.00			1.00	\$75,000.00			100.0%
102		FULL DEPTH SAWCUT	114	LF	\$10.00	\$1,140.00			0.00	\$0.00			0.0%
103		REM & DISP OF EX CONC & ASPH PAVE INCL C	19	SY	\$25.00	\$475.00			0.00	\$0.00			0.0%
104		6" THICK LIME STAB SUBGRD	6,859	SY	\$2.00	\$13,718.00			0.00	\$0.00			0.0%
105		HYDRATED LIME	113	TON	\$90.00	\$10,179.00			0.00	\$0.00			0.0%
106		8" 5000# COMPRESSIVE @ 28 DAYS REINF CON	6,229	SY	\$30.00	\$174,412.00			0.00	\$0.00			0.0%
107		8" 5000# COMPRESSIVE @ 28 DAY REINF CON	152	SY	\$30.00	\$4,560.00			0.00	\$0.00			0.0%
108		8" 5000# COMPRESSIVE @ 28 DAY REINF CON	112	SY	\$35.00	\$3,920.00			0.00	\$0.00			0.0%
109		6" 5000# COMPRESSIVE @ 28 DAY INTEGRAL C	3,194	LF	\$3.00	\$9,582.00			0.00	\$0.00			0.0%
110		LONGITUDINAL BUTT JOINT	111	LF	\$10.00	\$1,110.00			0.00	\$0.00			0.0%
111		CONC ST HEADER	23	LF	\$10.00	\$230.00			0.00	\$0.00			0.0%
112		ACME VEHICULAR BRICK PAVR MATLS. DEL T	2,372	SF	\$5.00	\$11,860.00			0.00	\$0.00			0.0%
113		BEDDING MATLS & PLACE BRICK PAVERS	2,372	SF	\$3.00	\$7,116.00			0.00	\$0.00			0.0%
114		THERMO STOP LINE 24" WIDE	23	LF	\$12.00	\$276.00			0.00	\$0.00			0.0%
115		THERMO STRIPE 4" WIDE	1,942	LF	\$3.00	\$5,826.00			0.00	\$0.00			0.0%
116		REFL BUTTONS, TY 1-C, 4"	21	EA	\$6.50	\$136.50			0.00	\$0.00			0.0%
117		ST & TRAFF CTRL SIGNS	5	EA	\$350.00	\$1,750.00			0.00	\$0.00			0.0%
118		ST NAME SIGN & MOUNT HDWR & APPURT	1	EA	\$250.00	\$250.00			0.00	\$0.00			0.0%
119		UNISTRUT-TELESPAR ST SIGN POST, FOUND,	1	EA	\$250.00	\$250.00			0.00	\$0.00			0.0%
120		REM EX ST BARRICADES & POSTS	44	LF	\$25.00	\$1,100.00			0.00	\$0.00			0.0%
121		F&I ST BARRICADES & POSTS	60	LF	\$35.00	\$2,100.00			0.00	\$0.00			0.0%
122		BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00	\$7,500.00			0.00	\$0.00			0.0%
123		UNCLASS ST EXCAVA, DISP	20,400	CY	\$9.50	\$193,800.00			0.00	\$0.00			0.0%
124		BLACK STL STOP SIGN POLE	1	EA	\$350.00	\$350.00			0.00	\$0.00			0.0%
125		ADDITION CIRCLE FINAL ON BLACK STL POLE	1	EA	\$350.00	\$350.00			0.00	\$0.00			0.0%
126		STAB CONST ENTR	19	CY	\$100.00	\$1,900.00			0.00	\$0.00			0.0%
127		SILT FENCE	1,050	LF	\$1.50	\$1,575.00			0.00	\$0.00			0.0%
128		INLET PROTECT	5	EA	\$125.00	\$625.00			0.00	\$0.00			0.0%
129		NO ITEM	0	0	\$0.00	\$0.00			0.00	\$0.00			0.0%
130		NO ITEM	0	0	\$0.00	\$0.00			0.00	\$0.00			0.0%
131		NO ITEM	0	0	\$0.00	\$0.00			0.00	\$0.00			0.0%
132		NO ITEM	0	0	\$0.00	\$0.00			0.00	\$0.00			0.0%
133		NO ITEM	0	0	\$0.00	\$0.00			0.00	\$0.00			0.0%
134		PLACE 6" WIDE THERMOPLASTIC CROSSWALK	90	LF	\$2.00	\$180.00			0.00	\$0.00			0.0%
135		PLACE WITH THERMOPLASTIC ARROW	2	EA	\$150.00	\$300.00			0.00	\$0.00			0.0%
				TOTALS THIS PAGE				\$533,480.50					
				TOTALS THIS PERIOD				\$100,650.00					
				TOTALS PREVIOUS PERIOD				\$78,475.00					
				TOTALS TO DATE				\$179,125.00					

**Town Of Addison**  
ENGINEERING

DATE: 1/31/2004  
ESTIMATE: 2

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Jan 12, 2004

ITEM	SCHED	DESCRIPTION	EST. QUANTITY	UNIT	CONTRACTOR'S QUANTITY	PREVIOUS QUANTITY	PREVIOUS AMOUNT	THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
<b>Utility Imp. Sch. 2 " North "</b>												
Water												
201		CONC BLOCKING	9.8	CY		0.00	\$0.00	9.80	\$1,715.00	9.80	\$1,715.00	100.0%
202		DJ FITTINGS, CL 250	1.1	TON		0.00	\$0.00	0.85	\$2,975.00	0.85	\$2,975.00	77.3%
203		PVC AWWA 600 DR18 CL 150 WTR PIPE W/EM	30	LF		0.00	\$0.00	30.00	\$1,350.00	30.00	\$1,350.00	100.0%
204		PVC AWWA 600 DR18 CL 150 WTR PIPE W/EM	489	LF		0.00	\$0.00	389.00	\$6,613.00	389.00	\$6,613.00	79.6%
205		PVC AWWA 600 DR18 CL 150 WTR PIPE W/EM	1087	LF		0.00	\$0.00	1007.00	\$21,147.00	1007.00	\$21,147.00	92.6%
206		RES SEAT GATE VALVE/BOX, 08"	3	EA		0.00	\$0.00	3.00	\$1,725.00	3.00	\$1,725.00	100.0%
207		RES SEAT GATE VALVE/BOX, 08"	13	EA		0.00	\$0.00	13.00	\$8,775.00	13.00	\$8,775.00	100.0%
208		RES SEAT GATE VALVE/BOX, 12"	5	EA		0.00	\$0.00	5.00	\$6,000.00	5.00	\$6,000.00	100.0%
209		FIRE HYDRANT F&I	3	EA		0.00	\$0.00	3.00	\$6,000.00	3.00	\$6,000.00	100.0%
210		CONNECT TO EX WTR MAIN	2	EA		0.00	\$0.00	2.00	\$3,000.00	2.00	\$3,000.00	100.0%
212		2" TY K SOFT COPPER IRRIGA SERV	1	EA		0.00	\$0.00	1.00	\$750.00	1.00	\$750.00	100.0%
213		1.5" HERSEY MVR 100 TURBINE METER	1	EA		0.00	\$0.00	1.00	\$775.00	1.00	\$775.00	100.0%
214		BROOKS PROD. #65 17" X 28" PRECAST BOX	2	EA		0.00	\$0.00	2.00	\$500.00	2.00	\$500.00	100.0%
215		1.5" FEBCO 805Y DBL CHK VALVE ASSY	1	EA		0.00	\$0.00	1.00	\$750.00	1.00	\$750.00	100.0%
215		2" CL 200 PVC SLEEVE	38	LF		0.00	\$0.00	38.00	\$285.00	38.00	\$285.00	100.0%
217		TRENCH SAFETY	1596	LF		0.00	\$0.00	1596.00	\$1,596.00	1596.00	\$1,596.00	100.0%
218		PERFORM WTR TEST	1	LS		0.00	\$0.00	1.00	\$3,500.00	1.00	\$3,500.00	100.0%
<b>STRM DRAINAGE</b>												
301		CL III RCP INCL EMBED, 18"	231	LF		0.00	\$0.00	151.00	\$4,228.00	151.00	\$4,228.00	65.4%
302		CL III RCP INCL EMBED, 21"	59	LF		0.00	\$0.00	59.00	\$1,947.00	59.00	\$1,947.00	100.0%
303		CL III RCP INCL EMBED, 24"	75	LF		0.00	\$0.00	75.00	\$2,925.00	75.00	\$2,925.00	100.0%
304		CL III RCP INCL EMBED, 27"	186	LF		0.00	\$0.00	186.00	\$8,460.00	186.00	\$8,460.00	100.0%
305		CL III RCP INCL EMBED, 30"	26	LF		0.00	\$0.00	26.00	\$1,326.00	26.00	\$1,326.00	100.0%
306		CL III RCP INCL EMBED, 33"	46	LF		0.00	\$0.00	46.00	\$2,760.00	46.00	\$2,760.00	100.0%
307		CL III RCP INCL EMBED, 36"	261	LF		0.00	\$0.00	261.00	\$16,009.00	261.00	\$16,009.00	100.0%
308		CL III RCP INCL EMBED, 42"	426	LF		0.00	\$0.00	426.00	\$39,376.00	426.00	\$39,376.00	100.0%
313		REM & DISP OF EX CONC INLET	1	EA		0.00	\$0.00	1.00	\$750.00	1.00	\$750.00	100.0%
316		6" STD INLET WIRECESS TOP	2	EA		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
317		6" STD INLET WIRECESS TOP, EXTRA DEPTH	3	EA		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
319		TY B MH	2	EA		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
321		RCP 60 DEG FACTORY WYE CONNECT	15	EA		0.00	\$0.00	15.00	\$7,500.00	15.00	\$7,500.00	100.0%
322		CONNECT TO EX PIPE	3	EA		0.00	\$0.00	3.00	\$4,500.00	3.00	\$4,500.00	100.0%
324		PRECAST CONC PIPE PLUG	11	EA		0.00	\$0.00	11.00	\$3,850.00	11.00	\$3,850.00	100.0%
<b>-WWTR-</b>												
401		SOR26 PVC WWTR PIPE, 08"	1235	LF		0.00	\$0.00	1235.00	\$19,780.00	1235.00	\$19,780.00	100.0%
402		SDR26 PVC WWTR PIPE, 08"	409	LF		0.00	\$0.00	9.00	\$135.00	9.00	\$135.00	2.2%
403		2 WAY CLEANOUT & CLLD	9	EA		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
404		4" DIA WWTR MH	3	EA		0.00	\$0.00	3.00	\$6,000.00	3.00	\$6,000.00	100.0%
405		8" DIA WWTR PIPE PLUG	3	EA		0.00	\$0.00	3.00	\$450.00	3.00	\$450.00	100.0%
406		TV INSPECT OF WWTR LINES	1235	LF		0.00	\$0.00	1235.00	\$1,652.50	1235.00	\$1,652.50	100.0%
407		TRENCH SAFETY	1235	LF		0.00	\$0.00	1235.00	\$1,235.00	1235.00	\$1,235.00	100.0%
408		CONNECT TO EX WWTR LINES	1	EA		0.00	\$0.00	1.00	\$1,500.00	1.00	\$1,500.00	100.0%
<b>-ELECT DUCTBANK-</b>												
501		8-6" PVC TY DB CONDUITS, ENCASE IN CONC	1092	LF		900.00	\$92,000.00	292.00	\$28,980.00	1052.00	\$120,980.00	100.0%
502		CONNECT TO EX DUCTBANK	1	EA		1.00	\$3,000.00	0.00	\$0.00	1.00	\$3,000.00	100.0%
503		STD 4 WAY ELECT DUCTBANK MH	2	EA		1.00	\$12,000.00	1.00	\$12,000.00	2.00	\$24,000.00	100.0%
504		STD 3 WAY ELECT DUCTBANK MH	1	EA		1.00	\$12,500.00	0.00	\$0.00	1.00	\$12,500.00	100.0%
505		CONC DUCTBANK END PLUG	3	EA		2.00	\$1,000.00	1.00	\$500.00	3.00	\$1,500.00	100.0%
<b>TOTALS THIS PAGE</b>											\$365,293.00	

**Town Of Addison**  
ENGINEERING

DATE: 1/31/2004  
ESTIMATE: 2

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Jan 12, 2004

ITEM	SCHED	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% COMPLETE
<b>CONSTRUCTION</b>													
						\$30,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
601		IRRIGA SYS COMPLETE	1	LS	\$30,000.00	\$30,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
602		60" SQ TREE GRATE	23	EA	\$1,200.00	\$27,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
603		4" PVC SCH 40 SUBDRAIN SYS	1641	LF	\$21.00	\$33,661.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
604		RED OAK, 2000 GAL	41	EA	\$1,600.00	\$65,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
605		DWARF YAUPON HOLLY 1 GAL	390	EA	\$5.00	\$1,950.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
606		DAYLILLY 1 GAL	130	EA	\$7.00	\$910.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
607		YELLOW BEARD IRIS 1 GAL	130	EA	\$7.00	\$910.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
608		DAFFODIL 1 GAL	286	EA	\$7.00	\$2,002.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
609		BLEEDING HEART 1 GAL	78	EA	\$8.00	\$624.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
610		4" 3000# CONC SUBBASE, 3W	25233	SF	\$2.75	\$69,380.75	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
611		GLEN-GARY PED BRICK PAVE MATLS DEL TO	25233	SF	\$3.50	\$88,315.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
612		BEDDING MATLS FOR PED BRICK PAVERS	25233	SF	\$2.50	\$63,082.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
613		TRUNCATED DOME PAVERS ON NEW RAMPS	228	SF	\$7.50	\$1,710.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>						\$390,755.75		\$0.00		\$0.00		\$0.00	

# Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 2

Spectrum Dr. North/ South Extension #04-03

QUANTITIES THROUGH Jan 12, 2004

ITEM	SCHED	DESCRIPTION	QTY	UNIT	EST. PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	CUMULATIVE QUANTITY TO DATE	CUMULATIVE AMOUNT TO DATE	% COMPLETE
<b>St. Light Improvements Sch. 5 "North"</b>													
801		METER SOCKET BASE	2	EA	\$125.00	\$250.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
802		ENCLOSE TO SUPPORT METER, PANEL, CONT	1	EA	\$3,500.00	\$3,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
803		SERV GROUND	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
804		PANEL BOARD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
805		ENCL & CONTACTOR	1	EA	\$900.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
806		7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
807		PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
808		2" GRC ELBOW	57	EA	\$17.00	\$969.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
809		2" PVC SCH 40 CONDUIT	2210	LF	\$6.630	\$6,630.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
810		2" PVC SCH 40 CONDUIT W/PULL ROPE	2510	LF	\$3.00	\$7,530.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
811		2" GRC CONDUIT	196	LF	\$7.00	\$1,082.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
812		3" GRC ELBOW	4	EA	\$13.00	\$52.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
813		3" PVC SCH 40 CONDUIT W/EMBED	300	LF	\$3.00	\$900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
814		3" GRC CONDUIT	30	EA	\$4.00	\$120.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
815		HIT COMPRESSION TAP	50	EA	\$15.00	\$750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
816		#10 AWG CONDUCTOR	60	LF	\$1.00	\$60.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
817		#08 AWG CONDUCTOR	2610	LF	\$0.50	\$1,305.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
819		#04 AWG CONDUCTOR	3040	LF	\$0.75	\$2,280.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
820		STL LIGHT PULL BOX	11	EA	\$250.00	\$2,750.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
821		PED POLE LIGHT FOUND	27	EA	\$500.00	\$13,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
822		PED LIGHT POLE & LUMINARIES FIX, 2 EA	27	EA	\$3,700.00	\$99,900.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
823		VEHICULAR POLE LIGHT FOUND	6	EA	\$500.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
824		VEHICULAR POLE & SGL LUMINARE	6	EA	\$3,000.00	\$18,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
825		30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>													
												\$165,163.00	\$0.00

Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 2

Spectrum Dr. North/ South Extension #04-03  
Jan 12, 2004

DATE: 1/31/2004

ITEM	SCHED	DESCRIPTION	UNIT	QUANTITY	CONTRACT PRICE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
------	-------	-------------	------	----------	----------------	-------------------	-----------------	----------------------	--------------------	------------------	----------------	------------------

Paving Sch. 1 "South"

ITEM	SCHED	DESCRIPTION	UNIT	QUANTITY	CONTRACT PRICE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
101		MOBILIZATION	1	LS	\$75,000.00	1.00	\$75,000.00	0.00	\$0.00	1.00	\$75,000.00	100.0%
102		FULL DEPTH SAWCUT EX CONC	143	LF	\$10.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
103		REM & DISP OF EX CONC & ASPH PAVE INCL	11	SY	\$25.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
104		6" LIME STAB	3,118	SY	\$2.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
105		HYDRATED LIME	51	TON	\$90.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
106		8" 5000# CONC PAVE	3,000	SY	\$28.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
109		6" 5000# CONC CURB	1,834	LF	\$3.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
110		LONGITUDINAL BUTT JOINT	118	LF	\$10.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
114		THERMO STOP LINE 24" WIDE	35	LF	\$12.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
115		THERMO STRIPE, 4" WIDE	594	LF	\$3.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
116		REFL BUTTONS, TY 1-C, 4"	37	EA	\$6.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
117		REFL BUTTONS, TY 11-A-A, 4"	76	EA	\$9.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
118		ST & TRAFF CTRL SIGNS	5	EA	\$350.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
123		BARRICADES, SIGNS & TRAFF CTRL	1	LS	\$7,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
127		STAB CONST ENTR	19	CY	\$100.00	19.00	\$1,900.00	0.00	\$0.00	19.00	\$1,900.00	100.0%
128		SILT FENCE	350	LF	\$1.50	350.00	\$525.00	0.00	\$0.00	350.00	\$525.00	100.0%
129		INLET PROJECT	2	EA	\$125.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
130		RR CROSSING	1	LS	\$50,000.00	0.00000000	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
131		4" HMA CP BASE COURSE	237	SY	\$20.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
132		2" HMA CP SURF COURSE	237	SY	\$16.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
133		IMPORT FILL	3,400	CY	\$9.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
134		PLACE 6" WIDE THERMOPLASTIC CROSSWALK	460	LF	\$2.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
135		PLACE WITH THERMOPLASTIC ARROW	11	EA	\$150.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
TOTALS THIS PAGE					\$284,996.50							

Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 2

Jan 12, 2004

QUANTITIES THROUGH

ITEM	SCHED	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QUANTITY	QUANTITY THIS QUANTITY	AMOUNT THIS QUANTITY	AMOUNT	PERCENT	
<b>Utility Imp. Sch. 2 " South "</b>												
Water												
201		CONC BLOCKING	218	OY	\$175.00	\$3,815.00	0.00	10.00	\$1,750.00	\$1,750.00	45.9%	
202		DI FITTINGS	0.5	TON	\$3,500.00	\$1,750.00	0.00	0.25	\$875.00	\$875.00	50.0%	
203		AWWA C909 DR18 CL 150 PVC WTR PIPE, 6"	24	LF	\$45.00	\$1,080.00	0.00	0.00	\$0.00	\$0.00	0.0%	
204		PVC AWWA C909 DR18 CL 150 WTR PIPE, W/EM	85	LF	\$17.00	\$1,445.00	0.00	60.00	\$1,020.00	\$1,020.00	70.6%	
205		AWWA C909 DR18 CL 150 PVC WTR PIPE, 12"	640	LF	\$21.00	\$13,440.00	0.00	80.00	\$1,680.00	\$1,680.00	12.5%	
206		RES SEAT GATE VALVE/BOX 6"	1	EA	\$575.00	\$575.00	0.00	0.00	\$0.00	\$0.00	0.0%	
207		RES SEAT GATE VALVE/BOX 8"	4	EA	\$675.00	\$2,700.00	0.00	0.00	\$0.00	\$0.00	0.0%	
208		RES SEAT GATE VALVE/BOX 12"	1	EA	\$1,200.00	\$1,200.00	0.00	0.00	\$0.00	\$0.00	0.0%	
209		FIRE HYDRANT	1	EA	\$2,000.00	\$2,000.00	0.00	0.00	\$0.00	\$0.00	0.0%	
210		CONNECT TO EX WTR MAIN	2	EA	\$1,500.00	\$3,000.00	0.00	0.00	\$0.00	\$0.00	0.0%	
211		STL CASING PIPE BY BORE, 24"	125	LF	\$225.00	\$28,125.00	0.00	126.00	\$28,350.00	\$28,350.00	100.0%	
212		2" TY K SOFT COPPER IRRIGA SERV	1	EA	\$750.00	\$750.00	0.00	0.00	\$0.00	\$0.00	0.0%	
213		1.5" HERSEY MVR 100 TURBINE METER	1	EA	\$775.00	\$775.00	0.00	0.00	\$0.00	\$0.00	0.0%	
214		BROOKS PROD #65.17" X 28" PRECAST BOX	2	EA	\$250.00	\$500.00	0.00	0.00	\$0.00	\$0.00	0.0%	
215		1.5" FEBCO 805Y DBL CHECK VALVE ASSY	1	EA	\$750.00	\$750.00	0.00	0.00	\$0.00	\$0.00	0.0%	
216		2" CL 200 PVC SLEEVE	30	LF	\$7.50	\$225.00	0.00	0.00	\$0.00	\$0.00	0.0%	
217		TRENCH SAFETY	750	LF	\$1.00	\$750.00	0.00	0.00	\$0.00	\$0.00	0.0%	
218		PERFORM WTR TEST	1	LS	\$3,000.00	\$3,000.00	0.00	0.00	\$0.00	\$0.00	0.0%	
219		2" AIR REL VALVE	2	EA	\$1,600.00	\$3,200.00	0.00	0.00	\$0.00	\$0.00	0.0%	
220		12" PVC AWWA C909 DR18 CL 150 WTR PIPE IN	103	LF	\$12.00	\$1,236.00	0.00	0.00	\$0.00	\$0.00	0.0%	
- STRM DRAINAGE -												
301		CL III RCP 18"	153	LF	\$28.00	\$4,284.00	0.00	0.00	\$0.00	\$0.00	0.0%	
302		CL III RCP 21"	111	LF	\$33.00	\$3,663.00	0.00	0.00	\$0.00	\$0.00	0.0%	
309		CL III RCP 48"	740	LF	\$110.00	\$81,400.00	0.00	740.00	\$81,400.00	\$81,400.00	100.0%	
310		CL II RCBG 6' X 3' INCL EMBED	284	LF	\$210.00	\$59,640.00	0.00	0.00	\$0.00	\$0.00	0.0%	
311		CL III RCBG 6' X 4' INCL EMBED	450	LF	\$238.00	\$107,100.00	0.00	0.00	\$0.00	\$0.00	0.0%	
312		RCP FLOW EQUALIZER 24"	2	EA	\$1,500.00	\$3,000.00	0.00	2.00	\$3,000.00	\$3,000.00	100.0%	
314		REM & DISP OF EXIST RCP	233	LF	\$10.00	\$2,330.00	0.00	0.00	\$0.00	\$0.00	0.0%	
315		CONC JUNCTION BOX	1	EA	\$14,000.00	\$14,000.00	0.00	0.00	\$0.00	\$0.00	0.0%	
318		10" STD INLET WIRECESS TOP	2	EA	\$2,800.00	\$5,600.00	0.00	0.00	\$0.00	\$0.00	0.0%	
320		TY B HEADWALL	3	EA	\$1,500.00	\$4,500.00	0.00	0.00	\$0.00	\$0.00	0.0%	
321		RCP 60 DEG FACTORY WYE CONNECT	2	EA	\$500.00	\$1,000.00	0.00	2.00	\$1,000.00	\$1,000.00	100.0%	
322		CONNECT TO EX PIPE	2	EA	\$1,500.00	\$3,000.00	0.00	1.00	\$1,500.00	\$1,500.00	50.0%	
323		CONNECT TO EX STRUT	1	EA	\$1,500.00	\$1,500.00	0.00	1.00	\$1,500.00	\$1,500.00	100.0%	
324		PRECAST CONC PIPE PLUG	1	EA	\$350.00	\$350.00	0.00	0.00	\$0.00	\$0.00	0.0%	
325		REM & DISP OF EX HEADWALLS & CONC RIP R	1	LS	\$1,500.00	\$1,500.00	0.00	1.00	\$1,500.00	\$1,500.00	100.0%	
<b>TOTALS THIS PAGE</b>						\$123,575.00			\$123,575.00			
<b>TOTALS THIS PAGE</b>						\$363,408.00			\$363,408.00			

# Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 2

QUANTITIES THROUGH Jan 12, 2004

ITEM	SCHED	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	PREVIOUS QTY	PREVIOUS AMOUNT	QUANTITY THIS PERIOD	AMOUNT THIS PERIOD	QUANTITY TO DATE	AMOUNT TO DATE	% DOLLARS
<b>CONSTRUCTION</b>													
601		IRRIGA SYS, COMPLETE	1	LS	\$15,000.00	\$15,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
602		60" SQ TREE GRATE	11	EA	\$1,200.00	\$13,200.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
603		4" PVC SCH 40 SUBDRAIN SYS	544	LF	\$22.00	\$11,968.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
604		RED OAK, 200 GAL	11	EA	\$1,600.00	\$17,600.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
610		4" 3000# CONC SUBBAE, SW	16379	SF	\$2.75	\$45,042.25	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
611		GLEN-GARY PED BRICK PAVER MATLS DEL TC	16379	SF	\$3.50	\$57,326.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
612		FURN & PLACE BEDD MATLS & BRICK PAVERS	16379	SF	\$2.50	\$40,947.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
613		TRUNCATED DOME PAVERS ON NEW RAMPS	70	SF	\$7.50	\$525.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
614		CONC RETAIN WALL, BACKFILL & DRAINS	66	CY	\$425.00	\$28,050.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
615		BIKE RAIL ON RETAIN WALL	51	LF	\$100.00	\$5,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%
<b>TOTALS THIS PAGE</b>						\$234,759.25							



# Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 2

Jan 12, 2004

QUANTITIES THROUGH

ITEM SCHED	DESCRIPTIONS	UNITS	QUANTITIES	UNIT PRICES	CONTRACTORS	PREVIOUS	QUANTITIES	UNIT PRICES	CONTRACTORS	PREVIOUS	QUANTITIES	UNIT PRICES	CONTRACTORS	PREVIOUS	QUANTITIES	UNIT PRICES	CONTRACTORS	PREVIOUS	QUANTITIES	UNIT PRICES	CONTRACTORS	PREVIOUS	
<b>Signalization Imp. Sch. 4 "South"</b>																							
701	TS-2 CABINET & SIG CTRL	EA	1	\$14,000.00	\$14,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
702	TRAFF SIG CTRL FOUNDATION	EA	1	\$1,500.00	\$1,500.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
703	TY C PULL BOX W/CONC APRON	EA	4	\$450.00	\$1,800.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
704	ELECT CONDUCTOR #6 XHHW WIRE, POWER	LF	1211	\$1.00	\$1,211.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
705	ELECT CONDUCTOR #6 AWG CU WIRE, GRND	LF	717	\$1.00	\$717.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
706	TRAFF SIG CABLE, 16 COND #14 CABLE	LF	430	\$4.00	\$1,720.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
707	TRAFF SIG CABLE, 18 AWG, VIDEO CABLE	LF	430	\$2.50	\$1,075.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
708	TRAFF SIG CABLE, #18 AWG CU WIRE	LF	430	\$1.00	\$430.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
709	PVC CONDUIT W/EMBED, 3"	LF	18	\$13.00	\$234.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
710	PVC CONDUIT W/EMBED, 4"	LF	630	\$4.00	\$2,520.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
711	PVC CONDUIT BORED, 4"	LF	222	\$17.00	\$3,774.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
712	ECONOLITE MVP SOLOPRO VIDEO DETECTION	EA	4	\$4,800.00	\$19,200.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
713	TY 35-A TRAFF SIG FOUND	EA	2	\$4,800.00	\$9,600.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
714	TY 48-A TRAFF SIG FOUND	EA	2	\$2,000.00	\$4,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
715	INTERNAL LIGHT ST NAME SIGNS	EA	4	\$3,500.00	\$14,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
716	PED SIG W/COUNTDOWN LED	EA	8	\$1,500.00	\$12,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
717	STL TRAFF SIG POLE ASSY, 1 ARM, 36'	EA	1	\$3,200.00	\$3,200.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
718	STL TRAFF SIG POLE ASSY, 1 ARM, 40'	EA	1	\$3,200.00	\$3,200.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
719	STL TRAFF SIG POLE ASSY, 1 ARM, 50'	EA	1	\$4,700.00	\$4,700.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
720	STL TRAFF SIG POLE ASSY, 1 ARM, 55'	EA	1	\$4,700.00	\$4,700.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
721	PED DETECTOR PUSH BUTTON	EA	8	\$125.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
722	12" LED RED TRAFF SIG LAMP	EA	13	\$100.00	\$1,300.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
723	12" LED YEL TRAFF SIG LAMP	EA	13	\$110.00	\$1,430.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
724	12" LED GRN TRAFF SIG LAMP	EA	13	\$200.00	\$2,600.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
725	12" LED GRN & YEL ARROW TRAFF SIG LAMP	EA	4	\$250.00	\$1,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
726	F&I OPTICOM	EA	4	\$1,250.00	\$5,000.00	0.00	0.00	\$0.00	0.00	\$0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	0.00	0.00	0.00	\$0.00	0.00	0.00	
																			<b>TOTALS THIS PAGE</b>				\$123,811.00

# Town Of Addison

DATE: 1/31/2004  
ESTIMATE: 2

Jan 12, 2004

ITEM #	SCHED.	DESCRIPTION	QTY	UNIT	CONTRACT PRICE	CONTRACT TOTAL	QUANTITIES THROUGH		PREVIOUS QUANTITY	PREVIOUS AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD AMOUNT	CUMULATIVE QUANTITY	CUMULATIVE AMOUNT	UPDATE QUANTITY	UPDATE AMOUNT	% COMPLETE	DOLLARS
							CONSTRUCTION	CONSTRUCTION										
801		METER SOCKET BASE	2	EA	\$125.00	\$250.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
802		ENCLOS TO SUPPORT METER, PANEL, CONTA	1	EA	\$3,500.00	\$3,500.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
803		SERV GRND	1	EA	\$50.00	\$50.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
804		PANEL BRD W/BREAKERS	1	EA	\$1,200.00	\$1,200.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
805		ENCLOS & CONTACTOR	1	EA	\$900.00	\$900.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
806		7 DAY TIME CLOCK	1	EA	\$75.00	\$75.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
807		PHOTO CELL & CONNECTIONS	1	EA	\$50.00	\$50.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
808		2" GRC ELBOW	20	EA	\$17.00	\$340.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
809		2" PVC SCH 40 CONDUIT	530	LF	\$3.00	\$1,590.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
810		2" PVC SCH 40 CONDUIT W/PULL ROPE	620	LF	\$3.00	\$1,860.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
811		2" GRC CONDUIT	40	LF	\$7.00	\$280.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
812		3" GRC ELBOW	2	EA	\$13.00	\$26.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
813		3" PVC SCH 40 CONDUIT W/EMBED	370	LF	\$3.00	\$1,110.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
814		3" GRC CONDUIT	15	EA	\$4.00	\$60.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
815		HI COMPRESSION TAP	36	EA	\$15.00	\$540.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
816		#10 AWG CONDUCTOR	10	LF	\$0.50	\$5.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
817		#08 AWG CONDUCTOR	1500	LF	\$0.75	\$1,125.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
818		NO ITEM	0		\$0.00	\$0.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
819		NO ITEM	0		\$0.00	\$0.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
820		STL LIGHT PULL BOX	4	EA	\$250.00	\$1,000.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
821		PED POLE LIGHT FOUND	7	EA	\$500.00	\$3,500.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
822		PED LIGHT POLE & LUM FIXTURES, 2 EA	7	EA	\$3,700.00	\$25,900.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
823		VEHICULAR POLE LIGHT FOUND	2	EA	\$500.00	\$1,000.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
824		VEHICULAR POLE & SGL LUM	2	EA	\$3,000.00	\$6,000.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
825		30 AMP DISCONNECT SWITCH W/FUSES	1	EA	\$300.00	\$300.00			0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.0%	
						TOTALS THIS PAGE	\$50,661.00											

DATE: 1/31/2004  
ESTIMATE: 2

**Town Of Addison**

Spectrum Dr. North/ South Extension #04-03

Jan 12, 2004

ITEM	QUANTITIES THROUGH	UNIT	CONTRACT TOTAL	PREVIOUS QUANTITY	PREVIOUS PERIOD	QUANTITY THIS PERIOD	QUANTITY TO DATE	PERCENT
<b>Change Orders</b>								
1			\$0.00	0.00		\$0.00	0.00	0.0%
2			\$0.00	0.00		\$0.00	0.00	0.0%
3			\$0.00	0.00		\$0.00	0.00	0.0%
4			\$0.00	0.00		\$0.00	0.00	0.0%
			TOTALS THIS PAGE	\$0.00		\$0.00	\$0.00	

GRAND TOTAL \$2,536,978.50 \$276,400.00 \$459,724.50 \$734,624.50 28.0%

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 1/29/04

Claim # \_\_\_\_\_

Check \$ 6,285.93

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT ZOLLARS, INC.  
 Address P. O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 01017	46	000	56570	05301		35.93
133630204	01	411	56570			6250.00

TOTAL # 6285.93

EXPLANATION ADDISON CIRCLE RAMPS & SPECTRUM  
DRIVE DESIGN

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Steve Chubb  
 Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

JANUARY 16, 2004

INVOICE # 133630204

TO: MR. STEVEN Z. CHUTCHIAN  
TOWN OF ADDISON-DEPT. OF PUBLIC WORKS  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01336302 ADDISON CIRCLE RAMPS  
DESIGN & BIDDING

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JANUARY 3, 2004

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
12,500.00	100.00%	12,500.00	6,250.00	6,250.00

TOTAL FEE THIS INVOICE 6,250.00

**TOTAL DUE THIS INVOICE \$ 6,250.00**

O.K. to pay!  
SZC  
1/29/04

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

JANUARY 16, 2004

INVOICE # 132201017

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED JANUARY 3, 2004

---

### REIMBURSABLES

DELIVERY CHARGES	20.90
DELIVERY CHARGES FED EX	<u>15.03</u>
	35.93

TOTAL REIMBURSABLES 35.93

---

TOTAL DUE THIS INVOICE \$35.93

---

*O.K. to pay!  
SZC  
1/29/04*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 1/26/04 Claim # \_\_\_\_\_ Check \$ 1,522.00

Vendor No. \_\_\_\_\_  
 Vendor Name HALFF ASSOCIATES, INC.  
 Address P.O. BOX 910259  
 Address DALLAS, TEXAS 75391-0259  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION.	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
082169	46	000	56570	05301		1500.00
082170	46	000	56570	05301		22.00

TOTAL \$1522.00

EXPLANATION SPECTRUM DRIVE RIGHT-OF-WAY ACQUISITION.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chutechin  
 Authorized Signature

\_\_\_\_\_  
 Finance

**DALLAS**  
8616 Northwest Plaza Dr.  
Dallas, TX 75225

# INVOICE

**FT. WORTH**  
4000 Fossil Creek Blvd.  
Ft. Worth, TX 76137

**HALFF ASSOCIATES, INC.**  
ENGINEERS • SCIENTISTS • SURVEYORS

**McALLEN**  
4600 W. Military, Ste. 700  
McAllen, TX 78503

**REMITTANCE ADDRESS:**  
P.O. Box 910259  
Dallas, TX 75391-0259

**HOUSTON**  
3701 Kirby Dr., Ste. 1290  
Houston, TX 77098

Town of Addison  
16801 Westgrove  
Addison, TX. 75001

Attention: Mr. Steven Z. Chutchian, P.E.

Invoice Date : 12/15/2003

Invoice # : D82169

Project : 21738

Invoice Group : \*\*

Client Code : ADDISO

Project Name : Addison/Spectrum Drive

Client Ref :

For Professional Services Rendered through: 11/30/2003

Re: Spectrum Drive Extention Drainage Project -  
Easement Acquisition.

Total Project Fee Authorized	1,500.00
Percent Complete as of 11/30/2003	<u>100.00</u>
Fee Earned To Date	1,500.00
Less Previous Billings	0.00
Current Billing Amount	1,500.00
Amount Due this Invoice	<u><u>1,500.00</u></u>

OK - to PAF  
SZC  
1/26/04

Thank You  
J. Small



**DALLAS**  
8616 Northwest Plaza Dr.  
Dallas, TX 75225

# INVOICE

**FT. WORTH**  
4000 Fossil Creek Blvd.  
Ft. Worth, TX 76137

**McALLEN**  
4600 W. Military, Ste. 700  
McAllen, TX 78503

**HALFF ASSOCIATES, INC.**  
ENGINEERS • SCIENTISTS • SURVEYORS

**REMITTANCE ADDRESS:**

P.O. Box 910259  
Dallas, TX 75391-0259

**HOUSTON**  
3701 Kirby Dr., Ste. 1290  
Houston, TX 77098

Town of Addison  
16801 Westgrove  
Addison, TX. 75001

Invoice # : D82170  
Project : 21738  
Project Name : Addison/Spectrum Drive  
Invoice Group : R1  
Invoice Date : 12/15/2003

Attention: Mr. Steven Z. Chutchian, P.E.

---

For Professional Services Rendered through: 11/30/2003

Re: Spectrum Drive Extention Drainage Project -  
Easement Acquisition.  
Reimbursable Expenses

**Expenses**

Regular Expenses 22.00

Total Expenses 22.00

Amount Due This Invoice \*\* 22.00

*0.15 to pay  
520  
1/26/04*

*Thank You  
J. Howard*

Phase : RE01 -- Reimbursable Expenses

Regular Expenses

<i>Vendor Name</i>	<i>Doc Nbr</i>	<i>Date</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
<b>Filing Fees &amp; Abstracts</b>					
John B Howell recording fee	29989	11/24/2003	20.00	1.10	22.00
<i>Regular Expenses</i>					22.00
<b>Total Phase : RE01 -- Reimbursable Expenses</b>				<b>Labor :</b>	0.00
				<b>Expense :</b>	22.00
<b>Total Project: 21738 -- Addison/Spectrum Drive</b>					<b>22.00</b>

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 1/7/03

Claim # \_\_\_\_\_

Check \$ 5,205.60

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

Vendor Name HUITT-ZOCCARO, Inc.

Address P.O. BOX 191294

Address DALLAS, TEXAS 75219

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 00506	46	000	56570	05301		160.00
1322 00607	46	000	56570	05301		200.00
1322 01016	46	000	56570	05301		1,520.60
1322 01104	46	000	56570	05301		200.00
1336 30203	01	411	56570			3,125.00

TOTAL # 5,205.60

EXPLANATION SPECTRUM DRIVE & ADA RAMP DESIGN.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Steve Childman  
Authorized Signature

Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

DECEMBER 23, 2003

INVOICE # 133630203

TO: MR. STEVEN Z. CHUTCHIAN  
TOWN OF ADDISON-DEPT. OF PUBLIC WORKS  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01336302      ADDISON CIRCLE RAMPS  
DESIGN & BIDDING

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 29, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
12,500.00	50.00%	6,250.00	3,125.00	3,125.00

TOTAL FEE THIS INVOICE

3,125.00

**TOTAL DUE THIS INVOICE**

**\$ 3,125.00**

*o.k. to pay!  
SZC  
1/7/04*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

DECEMBER 23, 2003

INVOICE # 132201104

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322011 SPECTRUM DRIVE  
OFF-SITE DRAINAGE DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 29, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	100.00%	10,000.00	9,800.00	200.00
TOTAL FEE THIS INVOICE				200.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 200.00</b>

*o.k. to PAY!  
SZC  
1/7/04*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

DECEMBER 23, 2003

INVOICE # 132201016

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED NOVEMBER 29, 2003

---

### REIMBURSABLES

DELIVERY CHARGES	145.20
REPRODUCTION	1,332.20
MILEAGE & FEES	43.20
	<hr/>
	1,520.60

TOTAL REIMBURSABLES 1,520.60

---

TOTAL DUE THIS INVOICE \$1,520.60

---

*o.k. to pay!  
SZC  
1/7/04*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

DECEMBER 23, 2003

INVOICE # 132200607

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322006 SPECTRUM DRIVE EXT.  
TRAFFIC SIGNAL DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 29, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	100.00%	10,000.00	9,800.00	200.00
TOTAL FEE THIS INVOICE				200.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 200.00</b>

*o.k. to pay!  
SZC  
1/7/04*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • hvitt-zollars.com

## INVOICE

DECEMBER 23, 2003

INVOICE # 132200506

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322005 SPECTRUM DRIVE EXT.  
RAILROAD CROSSING DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 29, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
8,000.00	100.00%	8,000.00	7,840.00	160.00
TOTAL FEE THIS INVOICE				160.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 160.00</b>

*o.k. to pay!  
SZC  
1/7/04*



**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 10/1/03

Claim # \_\_\_\_\_

Check \$ \$13,946.60

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

Vendor Name HUITT - ZOLLARS, INC

Address P.O. BOX 191294

Address DALLAS, TEXAS 75219

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 01102	46	000	56570	05301		4,500.00
1322 00605	"	"	"	"		500.00
1322 00212	"	"	"	"		7,500.00
1322 00504	"	"	"	"		400.00
1322 01013	"	"	"	"		146.60
1322 00303	"	"	"	"		900.00

TOTAL \$ 13,946.60

EXPLANATION

SPECTRUM DRIVE NORTH / SOUTH

EXTENSION - ENGINEERING DESIGN

Steve Chatham  
Authorized Signature

Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

SEPTEMBER 26, 2003

INVOICE # 132200605

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322006 SPECTRUM DRIVE EXT.  
TRAFFIC SIGNAL DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 30, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	95.00%	9,500.00	9,000.00	500.00
TOTAL FEE THIS INVOICE				500.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 500.00</b>

*o.k. to  
PAY!  
SEC  
10/1/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

SEPTEMBER 26, 2003

INVOICE # 132200212

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 30, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	95.00%	142,500.00	135,000.00	<u>7,500.00</u>
TOTAL FEE THIS INVOICE				7,500.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 7,500.00</b>

*O.K. to pay!  
SZC  
10/1/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

SEPTEMBER 26, 2003

INVOICE # 132200504

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322005 SPECTRUM DRIVE EXT.  
RAILROAD CROSSING DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 30, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
8,000.00	95.00%	7,600.00	7,200.00	400.00
TOTAL FEE THIS INVOICE				400.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 400.00</b>

*O.K. to pay  
SZC  
10/1/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

SEPTEMBER 26, 2003

INVOICE # 132201013

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED AUGUST 30, 2003

---

### REIMBURSABLES

DELIVERY CHARGES	80.30
REPRODUCTION	30.30
MILEAGE & FEES	36.00
	<hr/>
	146.60

TOTAL REIMBURSABLES 146.60

---

TOTAL DUE THIS INVOICE \$146.60

---

*O.K. to pay!  
SZC  
10/1/03*

# HUIT-ZOLLARS

HUIT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huit-zollars.com

## INVOICE

SEPTEMBER 26, 2003

INVOICE # 132200303

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322003 SPECTRUM DRIVE EXT.  
LANDSCAPE SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 30, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
18,000.00	95.00%	17,100.00	16,200.00	900.00
TOTAL FEE THIS INVOICE				900.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 900.00</b>

*o.k. to pay  
SZC  
10/1/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

SEPTEMBER 26, 2003

INVOICE # 132201102

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322011 SPECTRUM DRIVE  
OFF-SITE DRAINAGE DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 30, 2003

<u>CONTRACT</u> <u>AMOUNT</u>	<u>% WORK</u> <u>TO DATE</u>	<u>TOTAL AMT</u> <u>BILLED</u>	<u>PREVIOUSLY</u> <u>BILLED</u>	<u>AMOUNT BILLED</u> <u>THIS INVOICE</u>
10,000.00	95.00%	9,500.00	5,000.00	4,500.00

TOTAL FEE THIS INVOICE 4,500.00

**TOTAL DUE THIS INVOICE \$ 4,500.00**

*O.K. to PAY  
SZC  
10/1/03*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 7/1/02

Claim # \_\_\_\_\_

Check \$ 5012.85

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address 3131 MCKINNEY AVE., SUITE 600  
 Address DALLAS, TEXAS  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 00203	46	000	56570	05301		3,000.00
132200702	46	000	56570	05301		2,002.95
132201003	46	000	56570	05301		9.90

TOTAL: 5012.85

EXPLANATION SPECTRUM DRIVE NORTH/SOUTH  
EXTENSION DESIGN

Steve Chubb  
 Authorized Signature

Finance



# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huilt-zollars.com

## INVOICE

JUNE 21, 2002

INVOICE # 132200203

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JUNE 1, 2002

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	14.00%	21,000.00	18,000.00	<u>3,000.00</u>
TOTAL FEE THIS INVOICE				3,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 3,000.00</b>

*o.k. to pay  
5/26  
7/1/02*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

JUNE 21, 2002

INVOICE # 132200702

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322007 SPECTRUM DRIVE EXT.  
PAVING / STREETSCAPE ALTERNATIVES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JUNE 1, 2002

<u>LABOR CHARGES</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>	
ARCHITECT II	3.00	69.52	208.56	
ARCHITECT I	27.00	53.99	1,457.73	
	30.00		1,666.29	
TOTAL LABOR CHARGES				1,666.29
<u>REIMBURSABLES</u>				
REPRODUCTION			336.66	
			336.66	
TOTAL REIMBURSABLES				336.66
TOTAL CURRENT CHARGES				2,002.95
<u>LIMIT INVOICE TO A MAXIMUM:</u>				
TOTAL HOURLY NOT TO EXCEED AMOUNT				9,000.00
LESS PREVIOUSLY BILLED AMOUNT				-6,606.11
<b>TOTAL DUE THIS INVOICE</b>				<b>\$2,002.95</b>

O.K. to PAY!  
SZ  
7/1/02

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

JUNE 21, 2002

INVOICE # 132201003

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED JUNE 1, 2002

### REIMBURSABLES

DELIVERY CHARGES	9.90
	<u>9.90</u>

TOTAL REIMBURSABLES	9.90
---------------------	------

<b>TOTAL DUE THIS INVOICE</b>	<b>\$ 9.90</b>
-------------------------------	----------------

OK. <sup>to</sup>  
522  
7/1/02

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 11/6/03

Claim # \_\_\_\_\_

Check \$ 839.50

Vendor No. \_\_\_\_\_  
 Vendor Name JAMES DANIELS & ASSOCIATES, INC.  
 Address 9239 VISTA WAY  
 Address FORT WORTH, TEXAS 76126  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		839.50

TOTAL # 839.50

EXPLANATION FINAL PAYMENT FOR RIGHT-OF-WAY  
ACQUISITION ON SPECTRUM DRIVE.

Steve Christman  
 Authorized Signature

Finance



**James Daniels & Associates, Inc.**  
 9239 Vista Way • Fort Worth, TX 76126  
 Phone: 817-249-4152 • Fax: 817-249-0368  
 Toll Free: 888-879-4152  
 www.jdanielsassociates.com

**INVOICE**

**30-Oct-03**

Mr. Steve Chutchian, P.E.  
 Assistant City Engineer  
 City of Addison  
 16801 Westgrove Dr.  
 Addison, Texas 75001

Parcel 4-Proposed Spectrum Drive Project  
 For the months of September-October 2003

**User Summary**

**Basic Services**

Employee	Hour	Rate	Amount	Mileage	Expenses
Right of Way-Manag.	14.00	\$ 53.25	\$ 745.50	\$ -	\$ -
Senior ROW Agent	2.00	\$ 47.00	\$ 94.00	\$ -	\$ -
Office Expense-Sec.*	0.00	\$ 25.00	\$ -	\$ -	\$ -
Appraisal Services			\$ -		\$ -
<b>Total</b>			<b>\$ 839.50</b>	<b>\$ -</b>	<b>\$ -</b>

For right-of-way services rendered  
 Total Mileage, Expenses, & Postage  
 Total amount of this bill

**AMOUNT**

\$ 839.50  
 \$ -  
 \$ 839.50

*o.k. to pay!  
 SZC  
 11/6/03*

Contract amt not to exceed	\$ 5,000.00
Previously Billed - Basic Services	\$ 3,982.75
Current Amount Due-Basic	\$ 839.50
<b>Total Billing to Date</b>	<b>\$ 4,822.25</b>

Thank you!

Melissa Ehrhardt

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 12/9/03

Claim # \_\_\_\_\_

Check \$ 3,060.00

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

Vendor Name GENSLER DALLAS

Address P. O. BOX 848279

Address DALLAS, TEXAS 75284-8279

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
ARAPAHO	<del>46</del>	000	56570	83300		1,020.00
SPECTRUM	46	000	56570	05301		1,020.00
ADDISON	46	000	56570	84300		1,020.00

TOTAL \$3,060.00

EXPLANATION LIGHTING STUDY RELATED TO SPECTRUM DRIVE,  
ARAPAHO RD. & ADDISON RD.

Steve Chutehain  
Authorized Signature

Finance

INVOICE

Gensler

NOVEMBER 25, 2003  
INVOICE NO. 28827  
PROJECT NO. 27.3053.001

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING-ADDISON ROAD

PROFESSIONAL SERVICES FOR THE PERIOD ENDING OCTOBER 25, 2003

FEE

PHASE	FEE	PCT COMPL	EARNED	PREVIOUS BILLING	CURRENT BILLING
PROGRAMMING	2,100.00	60.00	1,260.00		1,260.00
SCHEMATIC DESIGN	4,900.00				
CONSTR. DOCUMENTS	7,000.00				
TOTALS	14,000.00		1,260.00		1,260.00

TOTAL THIS INVOICE \$ 1,260.00

*David Butello*

*o.k. to PAY,  
scc  
12/19/03*

To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343

Past due invoices are subject to a service charge in accordance with the terms of the contract

INVOICE

Gensler

NOVEMBER 25, 2003  
INVOICE NO. 28826  
PROJECT NO. 27.3053.000

MR. STEVE CHUTCHIAN  
TOWN OF ADDISON  
POST OFFICE BOX 9010  
ADDISON, TX 75001-9010

FOR: ADDISON LIGHTING STANDARDS

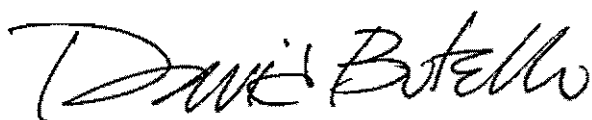
PROFESSIONAL SERVICES FOR THE PERIOD ENDING OCTOBER 25, 2003

FEE

PHASE	FEE	PCT COMPL	EARNED	PREVIOUS BILLING	CURRENT BILLING
PROGRAMMING	1,000.00	100.00	1,000.00		1,000.00
SCHEMATIC DESIGN	2,000.00	40.00	800.00		800.00
DESIGN DEVELOPMENT	3,000.00				
TOTALS	6,000.00		1,800.00		1,800.00

TOTAL THIS INVOICE \$ 1,800.00

*o.k. to pay  
SZC  
12/19/03*



To remit by wire transfer:

Account Name: M. Arthur Gensler, Jr. & Assoc., Inc.  
Account Number: 14996-01877  
Bank Name: Bank of America / Transit Routing Number 121000358  
Bank Address: 345 Montgomery Street, San Francisco, California 94104  
(Please include invoice numbers on wire transfer.)

To Remit by Check:

Gensler Dallas  
P.O. Box 848279  
Dallas, Texas 75284-8279  
Tel: 713.228.8050  
Fax: 713.229.9343

Past due invoices are subject to a service charge in accordance with the terms of the contract



TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 12/9/03

Claim # \_\_\_\_\_

Check \$ 9,883.47

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 00214	46	000	57560	05301		3,000.00
1322 01201	"	"	"	"		5,000.00
1322 00305	"	"	"	"		360.00
1322 01015	"	"	"	"		1,523.47
<del>1322 01015</del>	<del>"</del>	<del>"</del>	<del>"</del>	<del>"</del>		<del>1,523.47</del>

TOTAL \$ 9,883.47

EXPLANATION DESIGN OF SPECTRUM DRIVE By  
HUITT - ZOLLARS, INC.

Steve Christman  
 Authorized Signature

Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

NOVEMBER 25, 2003

INVOICE # 132200214

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	100.00%	150,000.00	147,000.00	<u>3,000.00</u>
TOTAL FEE THIS INVOICE				3,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 3,000.00</b>

*P.K. to Pay!*  
526  
12/14/03

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

NOVEMBER 25, 2003

INVOICE # 132201201

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322012 SPECTRUM DRIVE  
R-2 RE-DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
5,000.00	100.00%	5,000.00	0.00	<u>5,000.00</u>

TOTAL FEE THIS INVOICE 5,000.00

**TOTAL DUE THIS INVOICE \$ 5,000.00**

*J.K. to pay!  
526  
12/4/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huiltt-zollars.com

## INVOICE

NOVEMBER 25, 2003

INVOICE # 132200305

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322003 SPECTRUM DRIVE EXT.  
LANDSCAPE SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
18,000.00	100.00%	18,000.00	17,640.00	360.00
TOTAL FEE THIS INVOICE				360.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 360.00</b>

*O.K. to P.P.Y.  
420  
12/4/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

NOVEMBER 25, 2003

INVOICE # 132201015

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED NOVEMBER 1, 2003

---

### REIMBURSABLES

DELIVERY CHARGES	88.24
REPRODUCTION	696.45
MILEAGE & FEES	111.60
FILING FEES	599.50
DELIVERY CHARGES FED EX	27.68
	<hr/>
	1,523.47

TOTAL REIMBURSABLES 1,523.47

---

TOTAL DUE THIS INVOICE \$1,523.47

---

O.K. to pay.  
SZC  
12/9/03

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 5/28/04

Claim # \_\_\_\_\_

Check \$ 832.74

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	56570	05301		832.74

TOTAL # 832.74

EXPLANATION SPECTRUM DRIVE DESIGN  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chutkan  
 Authorized Signature

\_\_\_\_\_  
 Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

MAY 19, 2004

INVOICE # 132201021

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED MAY 1, 2004

---

### REIMBURSABLES

DELIVERY CHARGES	12.10
REPRODUCTION	803.76
MILEAGE & FEES	16.88
	<hr/>
	832.74

TOTAL REIMBURSABLES 832.74

---

TOTAL DUE THIS INVOICE \$832.74

*O.K. to pay.  
SZC  
5/28/04*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 12/30/02

Claim # \_\_\_\_\_

Check \$ 17,506.30

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT-ZOLLARS, INC.  
 Address 3131 MCKINNEY AVE.  
 Address SUITE 600  
 Address DALLAS, TEXAS 75204-2489  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 004 02	46	000	56570	05301		2450.00
1322 01 007	46	000	56570	05301		56.30
1322 00207	46	000	56570	05301		15,000.00

TOTAL \$ 17,506.30

EXPLANATION SPECTRUM DRIVE NORTH/SOUTH EXTENSION  
ENGINEERING DESIGN

Steve Chute  
 Authorized Signature

Finance



# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

DECEMBER 15, 2002

INVOICE # 132200207

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 30, 2002

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	30.00%	45,000.00	30,000.00	15,000.00
TOTAL FEE THIS INVOICE				15,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 15,000.00</b>

O.K. to PAY  
SJC  
12/30/02

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huitt-zollars.com

## INVOICE

DECEMBER 15, 2002

INVOICE # 132201007

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 30, 2002

### REIMBURSABLES

DELIVERY CHARGES	12.10
REPRODUCTION	16.50
MILEAGE & FEES	9.00
DEED & PLATS	18.70
	<hr/>
	56.30

TOTAL REIMBURSABLES 56.30

**TOTAL DUE THIS INVOICE \$ 56.30**

*o.k. to pay  
SZC  
12/30/02*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • 3131 McKinney Ave. • Suite 600 • Dallas, TX 75204-2489 • 214.871.3311 phone • 214.871.0757 fax • huilt-zollars.com

## INVOICE

DECEMBER 15, 2002

INVOICE # 132200402

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322004 SPETRUM DRIVE EXT.  
GEO-TECHNICAL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED NOVEMBER 30, 2002

TOTAL LABOR CHARGES 0.00

### CONSULTANTS

Fugro South, Inc.

2,450.00

2,450.00

TOTAL CONSULTANT COSTS

2,450.00

**TOTAL DUE THIS INVOICE**

**\$2,450.00**

*O.K. to PAY  
SZC  
12/30/02*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 10/17/03

Claim # \_\_\_\_\_

Check \$ 6,878.60

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

Vendor Name HUITT-ZOLLARS, INC.

Address P.O. BOX 191294

Address DALLAS, TEXAS 75219

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
						1,250.00
						9,500.00
						540.00
						240.00
						300.00
						48.60
						300.00

TOTAL \$ 6,878.60

EXPLANATION

SPECTRUM DR. W/S. EXTENSION  
Design

*Steve Christman*  
Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

OCTOBER 10, 2003

INVOICE # 133630201

TO: MR. STEVEN Z. CHUTCHIAN  
TOWN OF ADDISON-DEPT. OF PUBLIC WORKS  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01336302 ADDISON CIRCLE RAMPS  
DESIGN & BIDDING

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED SEPTEMBER 27, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
12,500.00	10.00%	1,250.00	0.00	<u>1,250.00</u>

TOTAL FEE THIS INVOICE 1,250.00

**TOTAL DUE THIS INVOICE \$ 1,250.00**

*o.k. to pay!  
520  
10/17/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

OCTOBER 10, 2003

INVOICE # 132201103

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322011 SPECTRUM DRIVE  
OFF-SITE DRAINAGE DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED SEPTEMBER 27, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	98.00%	9,800.00	9,500.00	300.00
TOTAL FEE THIS INVOICE				300.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 300.00</b>

*o.k. to pay  
526  
10/17/03*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

OCTOBER 10, 2003

INVOICE # 132201014

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR REIMBURSABLE EXPENSES INCURRED THROUGH THE PERIOD ENDED SEPTEMBER 27, 2003

---

### REIMBURSABLES

MILEAGE & FEES	48.60
	<u>48.60</u>

TOTAL REIMBURSABLES	48.60
---------------------	-------

---

TOTAL DUE THIS INVOICE	\$48.60
------------------------	---------

---

*O.K. to PAY!  
SZC  
10/17/03*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

OCTOBER 10, 2003

INVOICE # 132200606

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322006 SPECTRUM DRIVE EXT.  
TRAFFIC SIGNAL DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED SEPTEMBER 27, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	98.00%	9,800.00	9,500.00	300.00
TOTAL FEE THIS INVOICE				300.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 300.00</b>

*o.k. to pay  
SZC  
10/17/03*



# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

OCTOBER 10, 2003

INVOICE # 132200505

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322005 SPECTRUM DRIVE EXT.  
RAILROAD CROSSING DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED SEPTEMBER 27, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
8,000.00	98.00%	7,840.00	7,600.00	240.00
TOTAL FEE THIS INVOICE				240.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 240.00</b>

*O.K. to pay!  
Szc  
10/17/03*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

OCTOBER 10, 2003

INVOICE # 132200304

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322003 SPECTRUM DRIVE EXT.  
LANDSCAPE SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED SEPTEMBER 27, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
18,000.00	98.00%	17,640.00	17,100.00	540.00
TOTAL FEE THIS INVOICE				540.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 540.00</b>

*O.K. to pay!  
SZC  
10/17/03*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • [huitt-zollars.com](http://huitt-zollars.com)

## INVOICE

OCTOBER 10, 2003

INVOICE # 132200213

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED SEPTEMBER 27, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	98.00%	147,000.00	142,500.00	<u>4,500.00</u>
TOTAL FEE THIS INVOICE				4,500.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 4,500.00</b>

*O.K. to PAY  
SZC  
10/17/03*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 9/10/03 Claim # \_\_\_\_\_ Check \$ 24,600.00

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
132200604	46	000	57560	05301		1000.00
132200302	46	000	57560	05301		3600.00
132200211	46	000	57560	05301		15,000.00
132201101	46	000	57560	05301		5,000.00

TOTAL \$24,600.00

EXPLANATION SPECTRUM DRIVE DESIGN  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Chubb  
 Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

AUGUST 26, 2003

INVOICE # 132200211

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 2, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	90.00%	135,000.00	120,000.00	15,000.00
TOTAL FEE THIS INVOICE				15,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 15,000.00</b>

O.K. to PAY!  
SZC  
9/10/03

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

AUGUST 26, 2003

INVOICE # 132200302

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322003 SPECTRUM DRIVE EXT.  
LANDSCAPE SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 2, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
18,000.00	90.00%	16,200.00	12,600.00	3,600.00

TOTAL FEE THIS INVOICE 3,600.00

**TOTAL DUE THIS INVOICE \$ 3,600.00**

*O.K. to pay!  
SZC  
9/10/03*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • [huitt-zollars.com](http://huitt-zollars.com)

## INVOICE

AUGUST 26, 2003

INVOICE # 132200604

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322006 SPECTRUM DRIVE EXT.  
TRAFFIC SIGNAL DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 2, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	90.00%	9,000.00	8,000.00	1,000.00

TOTAL FEE THIS INVOICE 1,000.00

**TOTAL DUE THIS INVOICE \$ 1,000.00**

*o.k to pay  
szc  
9/10/03*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

AUGUST 26, 2003

INVOICE # 132201101

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322011 SPECTRUM DRIVE  
OFF-SITE DRAINAGE DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 2, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	50.00%	5,000.00	0.00	<u>5,000.00</u>

TOTAL FEE THIS INVOICE 5,000.00

**TOTAL DUE THIS INVOICE \$ 5,000.00**

*o.k. to pay  
SZC  
9/10/03*



**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 9/5/03 Claim # \_\_\_\_\_ Check \$ 5,050.00

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT-ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58560	05301		1250.00
	46	000	57560	05301		3000.00
	46	000	57560	05301		800.00

TOTAL \$5050.00

EXPLANATION SPECTRUM DR. DESIGN  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Steve Christman  
 Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

AUGUST 28, 2003

INVOICE # 132200802

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322008 SPECTRUM DRIVE  
OFF SITE TOPO

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 2, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
2,500.00	100.00%	2,500.00	1,250.00	1,250.00
TOTAL FEE THIS INVOICE				1,250.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 1,250.00</b>

*o.k. to pay!  
szc*

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

AUGUST 28, 2003

INVOICE # 132200901

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322009 SPECTRUM DRIVE  
OFF-SITE EASEMENTS

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 2, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
3,000.00	100.00%	3,000.00	0.00	<u>3,000.00</u>
TOTAL FEE THIS INVOICE				3,000.00

TOTAL DUE THIS INVOICE

\$3,000.00

*o.k. to pay  
5/26  
9/5/03*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

AUGUST 26, 2003

INVOICE # 132200503

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322005 SPECTRUM DRIVE EXT.  
RAILROAD CROSSING DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED AUGUST 2, 2003

<u>CONTRACT</u> <u>AMOUNT</u>	<u>% WORK</u> <u>TO DATE</u>	<u>TOTAL AMT</u> <u>BILLED</u>	<u>PREVIOUSLY</u> <u>BILLED</u>	<u>AMOUNT BILLED</u> <u>THIS INVOICE</u>
8,000.00	90.00%	7,200.00	6,400.00	800.00
TOTAL FEE THIS INVOICE				800.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 800.00</b>

*O.K. to pay!  
SZC  
9/5/03*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 9/5/03

Claim # \_\_\_\_\_

Check \$ 683.75

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

Vendor Name JAMES DANIELS & ASSOCIATES

Address 9239 VISTA WAY

Address FORT WORTH, TEXAS 76126

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		683.75

TOTAL \$ 683.75

EXPLANATION SPECTRUM DRIVE RIGHT-OF-WAY  
ACQUISITION.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Steve Chalmers  
Authorized Signature

Finance

# JAMES DANIELS & ASSOCIATES, INC.

Right-of-Way Services  
9239 Vista Way  
Fort Worth, TX 76126

Office - (817) 249-4152  
Fax - (817) 249-0368

E-Mail: jda@flash.net  
Web Page: <http://www.flash.net/~jda/>

## INVOICE

26-Aug-03

Mr. Steve Chutchian, P.E.  
Assistant City Engineer  
City of Addison  
16801 Westgrove Dr.  
Addison, Texas 75001

Parcel 4-Proposed Spectrum Drive Project  
For the months of June-August, 2003

### User Summary

#### Basic Services

Employee	Hour	Rate	Amount	Mileage	Expenses
Right of Way-Manag.	6.00	\$ 53.25	\$ 319.50	\$ -	\$ -
Senior ROW Agent	7.75	\$ 47.00	\$ 364.25	\$ -	\$ -
Office Expense-Sec.*	0.00	\$ 25.00	\$ -	\$ -	\$ -
Appraisal Services			\$ -		\$ -
<b>Total</b>			<b>\$ 683.75</b>	<b>\$ -</b>	<b>\$ -</b>

#### AMOUNT


For right-of-way services rendered \$ 683.75  
Total Mileage, Expenses, & Postage \$ -  
Total amount of this bill \$ 683.75

\$ 683.75  
\$ -  
\$ 683.75

*O.K. to PAY!  
SZC  
9/5/03*

Contract amt not to exceed	\$ 5,000.00
Previously Billed - Basic Services	\$ 3,299.00
Current Amount Due-Basic	\$ 683.75
Total Billing to Date	\$ 3,982.75

Thank you!



Melissa Ehrhardt

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 6/20/03

Claim # \_\_\_\_\_

Check \$ 59.38

Vendor No. \_\_\_\_\_  
 Vendor Name HUTT-ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 1322 01012	46	000	56570	05301		59.38

TOTAL \$ 59.38

EXPLANATION SPECTRUM DRIVE DESIGN - REPAIRABLES

Steve Chute  
 Authorized Signature

Finance

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

JUNE 13, 2003

INVOICE # 132201012

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED MAY 31, 2003

### REIMBURSABLES

DELIVERY CHARGES	19.80
REPRODUCTION	14.29
MILEAGE & FEES	14.40
DELIVERY CHARGES FED EX	<u>10.89</u>
	59.38

TOTAL REIMBURSABLES 59.38

**TOTAL DUE THIS INVOICE \$ 59.38**

*OK to PAY!  
SZ  
6/20/03*



TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 5/19/03

Claim # \_\_\_\_\_

Check \$ 111.41

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

Vendor Name HUITT-ZOLLARS, INC.

Address P.O. BOX 191294

Address DALLAS, TEXAS 75219

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
# 132201011	46	000	56570	05301		111.41

TOTAL \$ 111.41

EXPLANATION SPECTRUM DRIVE ENGINEERING

REIMBURSABLES

Star Chute  
Authorized Signature

Finance

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 5/19/03

Claim # \_\_\_\_\_

Check \$ 2,115.90

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

Vendor Name JAMES DANIELS & ASSOCIATES, INC.

Address 9239 VISTA WAY

Address FORT WORTH, TEXAS 76126

Address \_\_\_\_\_

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	58110	05301		2,115.90

TOTAL: \$ 2,115.90

EXPLANATION SPECTRUM DRIVE R.O.W. ACQUISITION

Steve Chute  
Authorized Signature

Finance

# JAMES DANIELS & ASSOCIATES, INC.

Right-of-Way Services  
9239 Vista Way  
Fort Worth, TX 76126

Office - (817) 249-4152  
Fax - (817) 249-0368

E-Mail: jda@flash.net  
Web Page: <http://www.flash.net/~jda/>

## INVOICE

29-Apr-03

Mr. Steve Chutchian, P.E.  
Assistant City Engineer  
City of Addison  
16801 Westgrove Dr.  
Addison, Texas 75001

Parcel 4-Proposed Spectrum Drive Project  
For the months of March and April, 2003

### User Summary

#### Basic Services

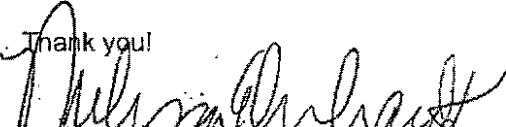
Employee	Hour	Rate	Amount	Mileage	Expenses
Right of Way-Manag.	5.00	\$ 53.25	\$ 266.25	\$ -	\$ -
Senior ROW Agent	2.00	\$ 47.00	\$ 94.00	\$ -	\$ -
Office Expense-Sec.*	0.00	\$ 25.00	\$ -	\$ -	\$ 5.65
Appraisal Services			\$ 1,750.00		\$ -
<b>Total</b>			<b>\$ 2,110.25</b>	<b>\$ -</b>	<b>\$ 5.65</b>

For right-of-way services rendered  
Total Mileage, Expenses, & Postage  
Total amount of this bill .

AMOUNT  
\$ 2,110.25  
\$ 5.65  
\$ (2,115.90)

Contract amt not to exceed	\$ 5,000.00
Previously Billed - Basic Services	\$ -
Current Amount Due-Basic	\$ 2,115.90
Total Billing to Date	\$ 2,115.90

O.K. to  
PAY!  
S2C  
5/19/03

Thank you!  
  
Melissa Ehrhardt

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 1/15/03

Claim # \_\_\_\_\_

Check \$ 15,000

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
	46	000	56570	05301		15,000.00

TOTAL \$ 15,000.00

EXPLANATION SPECTRUM DRIVE NORTH / SOUTH  
EXTENSION ENGINEERING

Steve Chubbman  
 Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

JANUARY 10, 2003

INVOICE # 132200208

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED DECEMBER 28, 2002

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	40.00%	60,000.00	45,000.00	15,000.00
TOTAL FEE THIS INVOICE				15,000.00

**TOTAL DUE THIS INVOICE \$ 15,000.00**

*O.K. to pay!  
SZC.  
1/15/03*

TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO

DATE: 4/15/03 Claim # \_\_\_\_\_ Check \$ 6,440.20

Vendor No. \_\_\_\_\_  
 Vendor Name HUITT - ZOLLARS, INC.  
 Address P.O. BOX 191294  
 Address DALLAS, TEXAS 75219  
 Address \_\_\_\_\_  
 Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322001010	46	000	56570	05301		40.20
132200603	46	000	56570	05301		2000.00
132200502						4400.00

TOTAL \$ 6,440.20

EXPLANATION SPECTRUM DRIVE NORTH/SOUTH EXTENSION  
ENGINEERING DESIGN

Steve Chutkan  
Authorized Signature

Finance

# HUITT-ZOLLARS

HUITT-ZOLLARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

APRIL 11, 2003

INVOICE # 132200502

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322005 SPECTRUM DRIVE EXT.  
RAILROAD CROSSING DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED MARCH 29, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
8,000.00	80.00%	6,400.00	2,000.00	<u>4,400.00</u>
TOTAL FEE THIS INVOICE				4,400.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 4,400.00</b>

*o.k. to pay!  
SAC  
4/15/03*

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

APRIL 11, 2003

INVOICE # 132200603

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322006 SPECTRUM DRIVE EXT.  
TRAFFIC SIGNAL DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED MARCH 29, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	80.00%	8,000.00	6,000.00	<u>2,000.00</u>
TOTAL FEE THIS INVOICE				2,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 2,000.00</b>

O.K. to PAY!  
SZC  
4/15/03



# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

APRIL 11, 2003

INVOICE # 132201010

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED MARCH 29, 2003

---

### REIMBURSABLES

MILEAGE & FEES

40.20

40.20

TOTAL REIMBURSABLES

40.20

**TOTAL DUE THIS INVOICE**

**\$ 40.20**

---

*O.K. to  
PAY  
5-22  
4/15/03*

**TOWN OF ADDISON  
PAYMENT AUTHORIZATION MEMO**

DATE: 3/21/03

Claim # \_\_\_\_\_

Check \$ 22,040.03

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

Vendor Name HUITT-ZOLLARS, INC.

Address 3131 MCKINNEY AVE.

Address SUITE 600

Address DALLAS, TEXAS 75204-2489

Zip Code \_\_\_\_\_

INVOICE # OR DESCRIPTION	FUND	DEPT	OBJ	PROJ	SAC	AMOUNT
	(00)	(000)	(00000)	(00000)	(000)	(\$000,000.00)
1322 00210	46	000	56570	05301		15,000.00
1322 00501	46	000	56570	05301		2,000.00
1322 00602	46	000	56570	05301		5,000.00
1322 01009	46	000	56570	05301		40.03

TOTAL \$ 22,040.03

EXPLANATION SPECTRUM DRIVE NORTH/SOUTH  
EXTENSION - ENGINEERING DESIGN

Steve Chutkan  
 Authorized Signature

Finance

Mem PO

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

MARCH 15, 2003

INVOICE # 132201009

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322010 SPECTRUM DRIVE EXT.  
REIMBURSABLES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED MARCH 1, 2003

### REIMBURSABLES

MILEAGE & FEES

40.03

40.03

TOTAL REIMBURSABLES

40.03

**TOTAL DUE THIS INVOICE**

**\$ 40.03**

*o.k. to pay!  
526  
3/21/03*

SENT TO DEPT

MAR 17

RECEIVED

MAR 13 2003

TOWN OF ADDISON  
ACCOUNTING

Miss PO

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

MARCH 15, 2003

INVOICE # 132200602

TO: MR. STEVEN CHUTCHIAN, P.E  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322006 SPECTRUM DRIVE EXT.  
TRAFFIC SIGNAL DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED MARCH 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
10,000.00	60.00%	6,000.00	1,000.00	5,000.00
TOTAL FEE THIS INVOICE				5,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 5,000.00</b>

*a.k. to pay  
522  
3/21/03*

SENT TO DEPT.

MAR 17

RECEIVED

MAR 13 2003

TOWN OF ADDISON  
ACCOUNTING

Miss PO

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huitt-zollars.com

## INVOICE

MARCH 15, 2003

INVOICE # 132200501

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322005 SPECTRUM DRIVE EXT.  
RAILROAD CROSSING DESIGN

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED MARCH 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
8,000.00	25.00%	2,000.00	0.00	2,000.00
TOTAL FEE THIS INVOICE				2,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 2,000.00</b>

O.K. to PAY!  
522  
3/21/03

SENT TO DEPT.  
MAR 17

RECEIVED

MAR 13 2003

TOWN OF ADDISON  
ACCOUNTING

Miss PO

# HUITT-ZOLIARS

HUITT-ZOLIARS, INC. • P.O. Box 191294 • Dallas, TX 75219 • 214.871.3311 phone • 214.303.0923 fax • huilt-zollars.com

## INVOICE

MARCH 15, 2003

INVOICE # 132200210

TO: MR. STEVEN CHUTCHIAN, P.E.  
TOWN OF ADDISON  
16801 WESTGROVE ROAD  
P.O. BOX 9010  
ADDISON, TX 75001-9010

PROJECT: 01322002 SPECTRUM DRIVE EXT.  
CIVIL SERVICES

FOR PROFESSIONAL SERVICES RENDERED THROUGH THE PERIOD ENDED MARCH 1, 2003

<u>CONTRACT AMOUNT</u>	<u>% WORK TO DATE</u>	<u>TOTAL AMT BILLED</u>	<u>PREVIOUSLY BILLED</u>	<u>AMOUNT BILLED THIS INVOICE</u>
150,000.00	80.00%	120,000.00	105,000.00	15,000.00
TOTAL FEE THIS INVOICE				15,000.00
<b>TOTAL DUE THIS INVOICE</b>				<b>\$ 15,000.00</b>

O.K. to pay!  
SZC  
3/21/03

SENT TO DEPT.

RECEIVED

MAR 13 2003

TOWN OF ADDISON  
ACCOUNTING