



Turner Construction Company  
 2001 N. Lamar, Suite 100  
 Dallas, TX 75202  
 Phone: (214) 721-8400  
 Fax: (214) 721-8493

1/24/12

Mr. Bill Burke  
 Collin County  
 4600 Community Ave.  
 McKinney, TX 75071

RE: **Collin County Courthouse Addition**  
 Owner Project #R0508003.00  
 Turner Project #1692600

SUBJ: PCO #015 R1 – Pier Reconciliation.

Dear Mr. Burke:

We have finalized the required quotations for PCO #015 R1 – Pier Reconciliation.

We have reviewed the scope of work and have verified that all extra work items are in compliance with our contract agreement. Attached is a detailed itemization of the extra costs. Total amount of this request is a deduct of **Fifty One Thousand Five Hundred Six dollars (\$51,506)**.

If you have any questions regarding this Change Order Request, please call me at your earliest convenience. This pricing is valid for (5) days, after which, we reserve the right to re-evaluate.

Please review and acknowledge your approval in the space below. Once approval is achieved, we will expect this PCO to be included in a forthcoming Change Order.

Best Regards,

*J. Leos*

John Leos

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
 Collin County

Reviewed by: *[Signature]* \_\_\_\_\_ Date *1.25.12*  
 PGAL

PCO 15R1 Review Comments:

The PGAL team was not involved in negotiations of the Contractually obligated credit due to Collin County based on Specification listed unit prices and Structural drawing base bid assumed pier depths. In the back up provided by Turner Construction, it appears that Bill Burke had direct negotiations with Alan Dugger at Potter Concrete and John Leos with Turner Construction. This review performed by PGAL is strictly based on review of the Contract Documents, Specifications, Drawings and associated change order documentation forwarded by Brad Harris. PCO Review comments are numbered 1 through 3 for PCO

1. PCO 15R1 is the first revision of PCO 15. PCO 15 offered Collin County a credit of \$21,368.00 which is approximately 13% of the value calculated by the project's Structural Engineer.
2. **Totals calculated by project Structural Engineer in review of PCO 15. This review took place on March 29, 2011. All comments were emailed to Brad Harris, Bill Burke, Sara Hognlund on this date.**
  - a. \$114,270.00 credit for 36" diameter piers not drilled
  - b. \$23,100.00 credit for 18" diameter piers not drilled
  - c. \$20,405.00 credit for uncased 36" piers
    - i. \$157,775.00 total credit to Collin County
3. **PCO 015R1 offers a credit of \$51,506.00 which is approximately 33% of the value calculated by the project Structural Engineer.**
4. Exhibit G on the Potter Structures, LTD. letter dated 9.26.11 indicates that rebar scheduled for the piers was utilized in curbs and footing/site wall revisions at the Direction of Turner Construction. In review of all PCOs for the footing/site walls, I cannot find credit for this recycled rebar. Effectively, Collin County has agreed to pay for the rebar twice for a single use.



**Hold Harmless:**

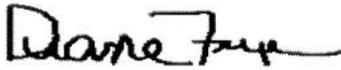
McKinney Drilling Company agrees to be responsible for and to pay any and all judgments or claims of any character for injury to persons or damage to property arising out of or in any manner connected with the negligent acts or omissions of McKinney Drilling Company, or its agents and employees, or its subcontractors, or their agents or employees, except when such injury to person or damage to property is due to the sole negligence of others. In the event McKinney Drilling Company has jointly caused injury to person or damage to property, McKinney Drilling Company shall be responsible for such injury or property damage equal to its respective percentage of negligence.

**Payment:**

1. Payment monthly by the 10th of the following month for 90% of all work done the preceding month.
2. Final payment, including all retainage and extras, to be paid within 60 days from the date McKinney Drilling Company completes their portion of the work. The final payment to McKinney Drilling Company is not contingent upon the Contractor receiving payment from the owner.
3. If this work is awarded to us, this Proposal will be made part of the contractual agreement and will take precedence in the event of conflict with any other contract documents.

Very Truly Yours

McKinney Drilling Company



Duane Fry  
District manager

Approved By: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

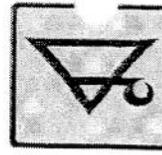
If accepted, please return one (1) copy to:  
McKinney Drilling Company  
P.O. Box 126109  
Ft. Worth, TX 76126

**Excludes (cont'd)**

10. Forming of drilled shafts above the ground.
11. Locating, relocating or repair of existing utilities.
12. The use of any permanent steel casing.
13. Elevator shafts, light poles, flag poles, bollards, sump pits or sign foundations.
14. Any concrete pumping or underwater concrete placement.
15. Protection or repair of existing structures or surfaces.

**Conditions:**

1. In the event this proposal is not signed nor a Subcontract Agreement is executed upon the start of this subcontractor's work, contractor representative's signature on McKinney Drilling Company's daily drilling report will represent agreement to terms and conditions of this Proposal.
2. Job site to be well graded and kept free of standing water so that our equipment can move and spot at all drilling locations without the use of shoring, matting, towing or other undue expense.
3. Access roads, suitable work areas and necessary clearances for our equipment to be furnished by others.
4. Drilling to be done after rough grading has been completed but before pit excavation or grade beam trenching begins.
5. Underground utilities to be located and removed by others. We are not responsible for any damage that may occur.
6. Overhead or underground electrical utilities that may endanger lives or equipment will be cut off prior to scheduled drilling operation. Our equipment requires 15 Ft. clearance from all power lines.
7. When dowels or reinforcing steel extend above the ground, it will be the full responsibility of others to protect it against damage and to make it completely safe to possible injury to any person or animal.
8. General Contractor to furnish water supply as necessary for drilled shaft construction.
9. General Contractor to provide necessary hole covers for safety precautions.
10. Immediately after the concrete pour is completed in any drilled shaft, it becomes the full responsibility of others to backfill the unpoured portion or cover it securely.
11. All existing construction that interferes with drilled shaft installation to be removed by others prior to the start of drilling operation. We are not responsible for any damage.
12. All equipment, materials and services to be furnished by others will be provided as needed to prevent any undue holdups or delays. Work will be planned and coordinated to insure a continuous operation. This bid does not include any standby time beyond our control.
13. If McKinney encounters hazardous materials on site during the performance of its work, McKinney may immediately stop work in the affected area and shall not be obligated to resume work until the materials have been removed by others or rendered harmless. The contract time for McKinney's work shall be extended appropriately and the contract sum shall be increased in the amount of McKinney's additional costs of shut-down, delay and start-up. The Contractor and Owner shall indemnify and hold harmless McKinney and its agents and employees against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of work in the affected area.
14. This bid does not include the cost of any bond. We will furnish bond, if required, providing the premium is paid by others.



**McKinney  
Drilling  
Company**  
FOUNDATION CONSTRUCTION

August 9, 2010

Potter Concrete  
4820 Gretna  
Dallas, TX  
Ph: 214-630-2191  
Fax: 214-631-4306

RE: Collin County Courthouse Addition  
McKinney, TX  
McK Job # 3709-338

Attn: Alan Dugger

Gentlemen:

We propose to install 110 drilled shafts for the base price of \$ 90,000.00.

**Unit Prices:** In the event drilled shaft lengths vary from bid length, the following unit prices will be used to adjust the base price:

Excavation

18" Dia Add \$ 25.00/LF Deduct \$ 1.00/LF

36" Dia Add \$ 30.00/LF Deduct \$ 1.00/LF

**This Bid Includes:**

1. All drilled shaft excavation.
2. Place drilled shaft reinforcing steel cages furnished, tied and spotted at shaft locations by others.
3. Provide, set and pull temporary casing as required.
4. Place drilled shaft concrete, furnished by others.
5. One (1) mobilization of our equipment.

**This Bid Excludes:**

1. Engineering; which includes the setting and maintaining of drilled shaft centerline stakes and furnishing grade for each drilled shaft.
2. Performing concrete slump tests or making, curing or testing concrete test cylinders.
3. Test holes, test shafts, taking undisturbed soil samples or conducting compression tests.
4. Drilled shaft caps, tie beams or any other concrete foundation work.
5. Excavation and removal of obstructions within the limits of drilled shaft construction.
6. Cover, railing or barricades to protect open holes of completed drilled shafts.
7. Removal of excavated spoils from drilled shaft locations.
8. Furnish drilled shaft concrete.
9. Furnish or place drilled shaft anchor bolts or dowels.

Alan Dugger, Jr.

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**From:** Mark Allen [MAllen@suncoast-pt.com]  
**Sent:** Thursday, October 14, 2010 10:03 AM  
**To:** Alan Dugger, Jr.  
**Subject:** RE: Level 1 Field Use

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Pricing

I will not be able to take back the #9's. I realize that we will be receiving a back charge for the welders time. As we spoke yesterday, we need to get together on additional #4's that the engineer is requiring and if he will be requiring them on the upper levels. Also, the engineer has done the same thing with 1 3/4" chairs. He has requested twice the amount allotted per ACI standards. It should take two boxes per pour at most and they have been using four. Talk to you soon.

Mark D. Allen  
Suncoast Post-Tension L.P.  
C: 817-532-2731

EXHIBIT "G"

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**From:** Alan Dugger, Jr. [mailto:alandugger@potterconcrete.com]  
**Sent:** Thursday, October 14, 2010 8:33 AM  
**To:** Mark Allen  
**Subject:** RE: Level 1 Field Use

Mark,  
Can we please try and determine if you are going to take back the additional pier steel on Collin County?  
I would like to resolve this.  
Alan

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**From:** Mark Allen [mailto:MAllen@suncoast-pt.com]  
**Sent:** Wednesday, October 13, 2010 2:36 PM  
**To:** Alan Dugger, Jr.  
**Subject:** Level 1 Field Use

Alan,

Attached Level 1 Field Use for your records. Three copies will be on Fridays truck.

Mark D. Allen  
Suncoast Post-Tension L.P.  
C: 817-532-2731

# Pier Log

17-95-129 Collin County

Date	#	Pier #	Type	Casing	Dia	Pen.	Top of slab	Bottom of Pier Elevation	Pier length From Finish FLOOR	Estimated Drill Depth + Penetration	Difference
8.6.10	67	E-1.2	P1	Y	36	5	100	84.4	15.8	45	-26.4
8.6.10	68	D-1.2	P1	Y	36	5	100	62.2	17.8	45	-27.2
8.6.10	69	E-2	P3	Y	36	13	100	75.8	24.2	53	-26.8
8.6.10	70	G-10	P5	Y	36	17	100	73.9	26.1	57	-30.9
8.6.10	71	G-11	P3	Y	36	13	100	71.5	26.5	53	-26.5
8.6.10	72	D-2	P3	Y	36	13	100	76	24	53	-29
8.6.10	73	C-3	P4	Y	36	15	100	70.9	29.1	55	-25.9
8.6.10	74	D-3	P4	Y	36	15	100	75.4	24.8	55	-30.4
8.6.10	75	E-3	P3	Y	36	13	100	78.2	21.8	53	-31.2
8.6.10	76	D-4	P4	Y	36	13	100	76.9	23.1	53	-29.9
8.6.10	77	C-4	P4	Y	36	15	100	68.3	31.7	55	-23.3
8.6.10	78	D-5	P3	Y	36	13	100	67.9	32.1	53	-20.9
8.6.10	79	C-5	P4	Y	36	13	100	66.1	36.9	53	-16.1
8.9.10	80	E-4	P3	Y	36	13	100	72.7	27.3	53	-25.7
8.9.10	81	D-6	P3	Y	36	13	100	57.7	42.3	53	-10.7
8.9.10	82	C-6	P4	Y	36	15	100	49.6	50.4	55	-4.6
8.9.10	83	D-7	P3	Y	36	13	100	48.4	51.6	53	-1.4
8.9.10	84	E-5	P3	Y	36	13	100	72.1	27.9	53	-25.1
8.9.10	85	C-7	P4	Y	36	15	100	43.5	56.5	55	1.5
8.9.10	86	D-8	P3	Y	36	13	100	46.2	51.8	53	-1.2
8.9.10	87	C-8	P4	Y	36	15	100	40.7	59.3	55	4.3
8.9.10	88	E-6	P3	Y	36	13	100	63.2	36.8	53	-16.2
8.9.10	89	D-9	P3	Y	36	13	100	49.6	50.4	53	-2.6
8.9.10	90	C-9	P4	Y	36	15	100	37.3	62.7	55	7.7
8.9.10	91	D-11	P1	Y	36	5	100	55.5	44.5	45	-0.5
8.9.10	92	E-7	P3	Y	36	13	100	64.9	35.1	53	-17.9
8.9.10	93	C-11	P2	Y	36	10	100	44.3	55.7	50	5.7
8.9.10	94	D-10	P3	Y	36	13	100	50.9	49.1	53	-3.9
8.10.10	95	E-8	P3	Y	36	13	100	64.3	45.7	53	-7.3
8.10.10	96	C-10	P4	Y	36	15	100	34.8	65.2	55	10.2
8.10.10	97	E-9	P3	Y	36	13	100	64.6	45.4	53	-7.6
8.10.10	98	E-11	P1	Y	36	5	100	66.4	33.6	45	-7.4
8.10.10	99	E-10	P3	Y	36	13	100	52.2	47.8	53	-2.2
8.10.10	100	A-11	P1	Y	36	5	100	32	68	45	23
8.10.10	101	B-7	P5	Y	36	17	100	39.5	60.5	57	3.5
8.11.10	102	B-8	P5	Y	36	17	100	29.5	70.5	57	13.5
8.11.10	103	A-7	P2	Y	36	10	100	38.7	61.3	50	11.3
8.11.10	104	A-8	P2	Y	36	10	100	36.4	63.6	50	13.6
8.12.10	105	B-9	P5	Y	36	17	100	26.05	73.95	57	16.95
8.12.10	106	A-9	P2	Y	36	10	100	36.1	63.9	50	13.9
8.12.10	107	B-10	P5	Y	36	17	100	27.5	72.5	57	15.5
8.12.10	108	A-10	P2	Y	36	10	100	30	70	50	20
8.4.10	109	B-11	P3	Y	40/36	13	100	30.2	69.8	53	16.8
8.4.10	110	A-5	P2	Y	40/36	10	100	41.3	58.7	50	6.7

Total for 36" piers -1273.65

TOTALS	Net for 18" piers	-318.76	\$27.50	-\$8,765.90
TOTALS	Net for 36" piers	-1273.65	\$78.50	-\$99,981.53

TOTAL DEPTH -1592.41

**GRAND TOTALS**

-\$108,747.43

Pier Log

EXHIBIT "F"

17-05-129 Collin County

Date	#	Pier #	Type	Casing	Dia.	Pen.	Top of slab	Bottom of Pier Elevation	Pier length From Finish FLOOR	Estimated Drill Depth + Penetration	Difference
8.10.10	1	D.05-4.05	P6	Y	18	3	100	83.2	16.8	43	-23.2
8.10.10	2	D.08-4.05	P6	Y	18	3	100	84.1	15.9	43	-23.1
8.10.10	3	D.08-4.06	P6	Y	18	3	100	84.1	15.9	43	-24.1
8.10.10	4	D.05-4.06	P6	Y	18	3	100	82.8	17.2	43	-22.8
8.10.10	5	E.2-1	P6	Y	18	3	100	88.3	31.7	43	-7.3
8.10.10	6	E.3-1	P6	Y	18	3	100	70.1	29.9	43	-10.1
8.10.10	7	E.8-1	P6	Y	18	3	100	77.6	22.4	43	-18.6
8.10.10	8	E.9-1	P6	Y	18	3	100	75.4	24.6	43	-14.4
8.10.10	9	F.1-1	P6	Y	18	3	100	76	24	43	-16
8.10.10	10	F.05-1	P6	Y	18	3	100	77.6	22.4	43	-16.6
8.10.10	11	F.05-05	P6	Y	18	3	100	79.5	20.5	43	-18.5
8.10.10	12	F.2-05	P6	Y	18	3	100	80.8	19.2	43	-19.8
8.11.10	13	E.08-08	P6	Y	18	3	100	71.8	28.4	43	-11.6
8.11.10	14	E.07-08	P6	Y	18	3	100	75.96	24.04	43	-14.96
8.11.10	15	H.1-1.4	P6	Y	18	3	100	79.1	20.9	43	-19.1
8.11.10	16	H.1-5	P6	Y	18	3	100	73.5	26.5	43	-13.5
8.11.10	17	H.1-5.3	P6	Y	18	3	100	73.2	26.8	43	-13.2
8.12.10	18	H.05-2	P6	Y	18	3	100	75.6	24.4	43	-15.6
8.12.10	19	H.05-3	P6	Y	18	3	100	75.1	24.9	43	-15.1
8.12.10	20	H.05-4	P6	Y	18	3	100	73.4	26.6	43	-13.4
8.13.10	21	A.05-4.5	P6	Y	18	3	100	51.3	48.7	43	5.7
8.13.10	22	A.05-2.6	P6	Y	18	3	100	50.5	49.5	43	6.5

18" piers total

-318.76

8.2.10	23	B-1.2	P3	N	36	13	100	83.3	36.7	53	-16.3
8.2.10	24	A-1.2	P1	N	36	5	100	81.2	38.8	45	-6.2
8.2.10	25	A-2	P2	N	36	10	100	50	50	50	0
8.2.10	26	B-2	P5	N	36	17	100	52.5	47.5	57	-9.5
8.2.10	27	B-3	P5	N	36	17	100	48.5	51.5	57	-1.5
8.2.10	28	A-3	P2	N	36	10	100	48	52	50	2
8.3.10	29	B-4	P5	N	36	17	100	51.7	48.3	57	-8.7
8.3.10	30	A-4	P2	Y	36	10	100	43.3	56.7	50	6.7
8.3.10	31	B-5	P5	N	36	17	100	49.7	54.3	57	-2.7
8.3.10	32	B-6	P5	N	36	17	100	45.1	54.9	57	-2.1
8.3.10	33	A-6	P2	Y	36	10	100	43.5	56.5	50	6.5
8.4.10	34	C-1.2	P2	N	36	10	100	73.9	26.1	50	-23.9
8.4.10	35	C-2	P4	N	36	15	100	71.5	28.5	55	-26.5
8.5.10	36	H-1.2	P1	Y	36	5	100	83.6	16.4	45	-26.6
8.5.10	37	F-1.2	P2	Y	36	10	100	81.4	18.6	50	-31.4
8.5.10	38	G-1.2	P3	Y	36	13	100	79.7	20.3	53	-32.7
8.5.10	39	F-2	P4	Y	36	15	100	75.9	24.1	55	-30.9
8.5.10	40	H-2	P2	Y	36	10	100	63	17	50	-33
8.5.10	41	G-2	P5	Y	36	17	100	75.1	24.9	57	-32.1
8.5.10	42	F-3	P4	Y	36	15	100	75.4	24.6	55	-30.4
8.5.10	43	H-3	P5	Y	36	10	100	82.5	17.5	50	-32.5
8.5.10	44	G-3	P5	Y	36	17	100	74.7	25.3	57	-31.7
8.5.10	45	H-4	P2	Y	36	10	100	77.7	22.3	50	-27.7
8.5.10	46	F-4	P4	Y	36	15	100	75.7	24.3	55	-30.7
8.5.10	47	H-5	P2	Y	36	10	100	75.7	24.3	50	-25.7
8.5.10	48	F-5	P4	Y	36	15	100	70.3	29.7	55	-25.3
8.5.10	49	H-6	P2	Y	36	10	100	69.3	30.7	50	-19.3
8.5.10	50	F-6	P4	Y	36	15	100	70.4	29.6	55	-25.4
8.5.10	51	G-5	P5	Y	36	17	100	75.9	24.1	57	-32.9
8.5.10	52	H-7	P2	Y	36	10	100	71.9	28.1	50	-21.9
8.5.10	53	F-7	P4	Y	36	15	100	70.5	29.5	55	-25.5
8.5.10	54	G-4	P5	Y	36	17	100	73.1	26.9	57	-30.1
8.5.10	55	H-8	P2	Y	36	10	100	82.5	17.5	50	-32.5
8.5.10	56	H-9	P2	Y	36	10	100	81.7	18.3	50	-31.7
8.5.10	57	G-6	P5	Y	36	17	100	72.6	27.4	57	-29.6
8.5.10	58	F-8	P4	Y	36	15	100	71.4	28.6	55	-26.4
8.6.10	59	H-10	P2	Y	36	10	100	78.7	21.3	50	-28.7
8.6.10	60	F-9	P4	Y	36	15	100	73.9	26.1	55	-26.9
8.6.10	61	G-7	P5	Y	36	17	100	73.2	26.8	57	-30.2
8.6.10	62	F-11	P2	Y	36	10	100	70.5	29.5	50	-20.5
8.6.10	63	H-11	P1	Y	36	5	100	82.6	17.4	45	-27.6
8.6.10	64	G-8	P5	Y	36	17	100	76.7	23.3	57	-31.7
8.6.10	65	F-10	P4	Y	36	15	100	72.6	27.4	55	-27.6
8.6.10	66	G-9	SS	Y	36	17	100	73.6	26.4	57	-30.6





Accounting Date From 01-01-1950 to 12-31-2049

Job Description	Ref 1	Acctg Date	Vendor Name	Description	Invoice	Amount
17-05-129 COLLIN COUNTY COURTHOUSE						
10-044-01 AP cost	SUB	05-10-2011	99018 POTTER STRUCTURES SUPPLY, LLC	TEXAS STANDARD CONSTRUCTION	C8846	1,956.00
AP cost	SUB	05-11-2011	99018 POTTER STRUCTURES SUPPLY, LLC	TEXAS STANDARD CONSTRUCTION	C8834	5,083.50
AP cost	SUB	08-11-2010	99018 POTTER STRUCTURES SUPPLY, LLC	MCKINNEY DRILLING	3709-118/1P	90,000.00
					CAT Totals	97,039.50*
					Phase Totals	97,039.50*
						97,039.50*
Report Totals:					Job Totals	97,039.50*

EXHIBIT "D"

1289



**McKINNEY  
DRILLING  
COMPANY**  
Foundation Construction

August 18, 2010

Potter Concrete  
4820 Gretna  
Dallas, TX 75207

EXHIBIT "C"

ATTN: Alan Dugger  
Phone: 214-630-2191  
Fax: 214-631-4306

RE: Collin County Courthouse Addition  
McKinney, TX  
MCK JOB # 3709-338

Job # 1705129  
Phase # \_\_\_\_\_  
Approval \_\_\_\_\_

INVOICE # 3709-338/1F

Contract Amount \$ 90,000.00

100% Complete \$ 90,000.00

TOTAL AMOUNT EARNED THIS INVOICE \$ 90,000.00

**TOTAL AMOUNT DUE THIS INVOICE \$ 90,000.00**

PLEASE REMIT TO: 1130 Annapolis Rd., Suite 103  
ODENTON, MARYLAND 21113

CC: MCKINNEY DRILLING COMPANY  
ODENTON, MARYLAND

Payment to be made within 30 days from the date of this invoice.

**FOR PROPER CREDIT - PLEASE INCLUDE OUR JOB  
#3709-338 ON YOUR REMITTANCE CHECK.**

-----Estimated----- Job To Date----- Projections----- Under/Over-----  
 C/O Cost U/C Cost U/C Cost U/C Complete Final Billed Through Through  
 10-01-00 COLLEGE COUNTY COURTHOUSE 10-02-11 09-25-11  
 ALAB CR PATRICY

PIER CAPS/PIERS

Job No	Description	Est Units	Est Cost	Job Units	Job Cost	Projections	Under/Over	Through	Through
10-004-01	ANCHOR BOLTS		\$9.00	200 Units	\$9.00				
	Material:		\$12.00	6.67		\$12.00	\$12.00	\$12.00	\$12.00
	Subcontract:	1.00					1.00	1.00	1.00
	Total:	1.00	\$12.00	6.67		\$12.00	\$12.00	\$12.00	\$12.00
10-014-01	CONCRETE MATERIAL		1,810.00	200 Units	1,000.00				
	Material:	119,840.00	\$6.015	119,840.00	\$6.563				
	Subcontract:		450.00	371	258.75	119,813.00	71.00	71.00	71.00
	Total:	119,840.00	\$6.460	119,840.00	\$6.828	258.75	119,813.00	142.00	142.00
10-044-02	PIER DRILLER		1.00	200 Units	1.00				
	Subcontract:	90,000.00	\$0.005	97,039.50	\$0.025	97,039.50	7,039.50	7,039.50	7,039.50
	Total:	90,000.00	\$0.005	97,039.50	\$0.025	97,039.50	7,039.50	7,039.50	7,039.50
10-045-01	FORM CASE			200 Units					
	General:		10.38			10.38	10.38	10.38	10.38
	Labor:		103.83			103.83	103.83	103.83	103.83
	Material:		3,140.55			3,140.55	3,140.55	3,140.55	3,140.55
	Total:	000	3,254.76			3,254.76	3,254.76	3,254.76	3,254.76
10-173-01	GROUT		\$6.00	200 Units	\$6.00				
	Material:	319.00	\$6.407				319.00	319.00	319.00
	Total:	319.00	\$6.407				319.00	319.00	319.00
10-081-01	SPECIALS ON/OFF		598.00	200 Units	598.00				
	General:	1,027.00	2.590	238.61	.807	238.61	787.39	787.39	787.39
	Labor:	5,873.00	15.000	2,118.77	5.114	2,118.77	3,754.23	3,754.23	3,754.23
	Material:			6,019.55	15.175	6,019.55	6,019.55	6,019.55	6,019.55
	Equipment:	7,812.00		1,138.63	2.801	1,138.63	6,673.37	6,673.37	6,673.37
	Subcontract:			1,296.00	3.240	1,296.00	1,296.00	1,296.00	1,296.00
	Total:	14,512.00	\$6.444	10,500.56	\$27.108	10,500.56	14,663.08	14,663.08	14,663.08
10-111-01	LABOR-PIERS		1,136.17	200 Units	1,800.00				
	General:	2,331.00	2.585	2,447.08	1.224	2,447.08	73.08	73.08	73.08
	Labor:	17,841.00	15.691	17,216.73	15.004	17,216.73	10,174.71	10,174.71	10,174.71
	Total:	19,972.00	\$17.888	19,663.81	\$20.571	19,663.81	10,247.79	10,247.79	10,247.79
10-103-01	PLANK CONCRETE			200 Units					
	Material:		13.00		128	13.00	13.00	13.00	13.00
	Total:	000	13.00	128		13.00	13.00	13.00	13.00
<u>PIER CAPS/PIERS Total</u>									
	General:	7,968.00		3,187.07		3,187.07	650.85	650.85	650.85
	Labor:	23,014.00		29,420.47		29,420.47	8,421.47	8,421.47	8,421.47
	Material:	119,840.00		125,859.00		125,859.00	7,458.00	7,458.00	7,458.00
	Equipment:	7,812.00		1,138.63		1,138.63	6,673.37	6,673.37	6,673.37
	Subcontract:	90,000.00		98,745.50		98,745.50	8,745.50	8,745.50	8,745.50
	Total:	240,634.00		258,080.67		258,080.67	17,459.67	17,459.67	17,459.67

EXHIBIT "B"







September 26, 2011

John Leos  
Turner  
P 214.721.1921  
F 214.721.8490

Subject; Collin County Courthouse Addition  
McKinney Texas  
PSL Job No. 17-05-129

Re: Pier Reconciliation Documentation

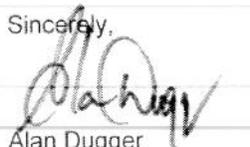
Mr Leos,

Per your request, please find the attached documents to support our position on the pier reconciliation.

- Exhibit A: This documentation is taken from our original estimate back in June. It shows the actual take off that our estimator prepared for the bid. The second sheet is the pricing that is associated with the pier scope of work.
- Exhibit B: This is our job cost report for piers. As you can see it has these estimated numbers are identical to the cost found in Exhibit A. Please note the fact that we are currently over our estimated job cost by approximately 8%.
- Exhibit C: This piece of documentation is the invoice received and paid for McKinney Drilling Company. As you can see in Exhibit A and in Exhibit B, there was no credit available to take from the drilling contractor.
- Exhibit D: This piece of documentation is a detailed cost report showing that McKinney Drilling was paid in full.
- Exhibit E: This documentation has the linear footage of deduct plugged into the estimate that was prepared for this bid to reflect the actual amount that the credit is truly worth.
- Exhibit F: This is the pier over/under log.
- Exhibit G: This is an email from the rebar supplier stating that the supplier would not pick up and provide credit for rebar not used in the piers. This bar was used in curbs at the direction of Turner. This bar was also used to minimize cost for the footing/site wall changes.

We appreciate the opportunity to work with you on this project. If you have any questions please do not hesitate to call.

Sincerely,



Alan Dugger  
Project Manager  
Potter Structures, LTD



Project Manager  
Potter Structures, LTD



November 30, 2011

John Leos  
Turner  
P 214.721.1921  
F 214.721.8490

Subject; Collin County Courthouse Addition  
McKinney Texas  
PSL Job No. 17-05-129

Re: Pier Reconciliation Documentation

Mr Leos,

Per your request after our meeting, please review the attached documents to support our position on the pier reconciliation.

Please compare Exhibit "A" with Exhibit "E". Looking at the tenth column from the left, labeled "Total LF Concrete", the bid documents directed us to provide approx 5,365 LF of pier that varies from a 36" pier and an 18" pier. Looking at this same column in Exhibit "E", using the testing lab's total pier length, we only installed 3773 LF of pier which varies from 36" to 18" as depicted in the "Total LF Concrete" column. That equates to 70.3% of the original estimated pier depth at bid time.

Looking at the same exhibits, please pay attention to last column on the right labeled "Concrete CY". In Exhibit "A" we estimated approx 1810 cubic yards of concrete. In Exhibit "E", reviewing the same column in the spreadsheet and inputting the amount of pier depth not drilled per the lab report and bid documents one will see that it equates to 1294 cubic yards of concrete. That equates to 71.5% of the original estimated cubic yards of concrete.

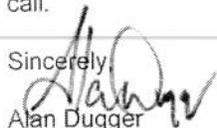
Based off of the above, we did not install 29% of the piers that were estimated.

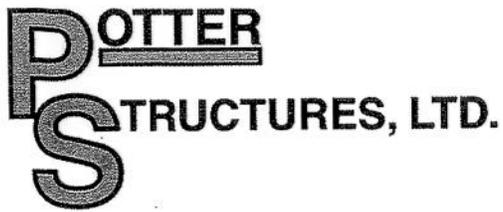
Please review the second page of Exhibit "A". This is the actual pricing spreadsheet that was used at bid time for the estimated piers. In the second to the last column, and in the bottom row, we have a total estimated cost of the piers to be \$240,644. If one takes 29% of that cost for a credit, then the credit would be \$69,786.76.

Now, please review Exhibit "C" and Exhibit "D". Exhibit "C" is the invoice from our drilling subcontractor for \$90,000. Exhibit "D" is an accounting report showing that we have paid our drilling subcontractor the full amount due to the job being bid 100% cased. If one calculates 29% of the drillers subcontract it would be \$26,100. By removing the amount paid to the drilling subcontractor, \$26,100, from the above credit, \$69,786.76, then the total credit would thus be \$43,686.76. This amount is very comparable to the amount listed in Exhibit "E" which has the deducted LF of pier plugged into the spreadsheet.

Having stated all of the above, we are offering a deduct of \$43,686.76 plus 10%, for a total of \$48,055.44 in order to resolve the pier reconciliation.

We appreciate the opportunity to work with you on this project. If you have any questions please do not hesitate to call.

Sincerely  
  
Alan Dugger



Thursday, December 29, 2011

**Mr. John Leos**  
Turner Construction Company  
2100 Bloomdale Road  
McKinney, TX 75071

**RE: Potential Change Order # 019R**  
**Document Number 051**  
**129 - Collin County Courthouse- 17-05-129**

Dear Mr. Leos,

This letter is to provide official pricing of a potential project change as follows:

**PCO Number:** 019R  
**Date:** 29-Dec-11  
**Description:** Pier Reconciliation  
**Proposed Amt:** (\$49,807.00)

This PCO is comprised of the following items:

Item Number	Description	Proposed Amount
001	Pier reconciliation	(\$49,807.00)

Total:(\$49,807.00)

Per the terms and conditions of our contract, we request an official Notice to Proceed to start this extra work. We also need a Change Order for this extra work. If you have any questions, please contact the undersigned at 214-630-2191 as soon as possible.

Respectfully,

A handwritten signature in black ink, appearing to read 'Alan Dugger', is written over a light gray background.

Alan Dugger  
Project Manager

## Alan Dugger, Jr.

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**From:** Bill Burke [bburke@co.collin.tx.us]  
**Sent:** Thursday, December 22, 2011 10:35 AM  
**To:** Leos, John - (TEXAS)  
**Cc:** Nail, Matthew E - (TEXAS); Alan Dugger, Jr.; Sara Hoglund  
**Subject:** RE: Pier Recon Collin County

**Categories:** Submitt

John,

Per our conversation Tuesday, I believe the County would be right in asking for the \$1.00/lf deduct from the drilling company which would add approximately \$1,592.00 to the draft already sent. I'll need to finalize this with my boss and he is out this week and I'll be out next week. I'll get back to you on January 3, 2012.

Thanks,  
Bill Burke

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

**From:** Alan Dugger, Jr. [mailto:alandugger@potterconcrete.com]  
**Sent:** Friday, December 02, 2011 10:01 AM  
**To:** Bill Burke; Leos, John - (TEXAS); Sara Hoglund  
**Cc:** Nail, Matthew E - (TEXAS)  
**Subject:** RE: Pier Recon Collin County

Mr Burke,

The reason that the pier drilling was removed from the calculation is basically due to the way the pier drillers trade handles their estimating practices. When drillers bid a job 100% cased, they mobilize with the correct number of casings purchased and cut to the approx depth for the different pier sizes. Even when they drill less footage, because the job is bid 100% cased, they do not provide a deduct for the lesser footage because of all the expense for providing and handling the casings that are fabricated for that particular project. That is the way that they have bid projects since we have been in business.

When we started the project we had casings that were 45' to 65' long. These casings were cut and welded in the field many times in order to have the casing to the proper length. With this project having a variance of a 70' pier to a 15' pier one can see that we had to modify casings more than a typical cased project.

This is also shown in Exhibit "C" and Exhibit "D" in the package. Exhibit "C" shows the invoice from our drilling subcontractor for the \$90,000 in full. Exhibit "D" is an accounting statement that shows we paid our drilling sub \$90,000. The two other items listed on Exhibit "D" reflect what we paid another drilling contractor to install the pipe bollards around the site. Thus by looking at the second page of Exhibit "A", third row from top, and seventh column to right, one can see that we did pay our drilling subcontract the full amount of his original bid.

With all of the above information stated, we removed the value of 29% of their contract, \$26,100, from the 29% of the total cost of the installation of piers.

Please do not hesitate if you have any additional questions.

Thanks  
Alan Dugger

Project Manager/Estimator  
Potter Structures, LTD

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

From: Bill Burke [mailto:bburke@co.collin.tx.us]  
Sent: Friday, December 02, 2011 8:39 AM  
To: Leos, John - (TEXAS); Sara Hoglund  
Cc: Nail, Matthew E - (TEXAS); Alan Dugger, Jr.  
Subject: RE: Pier Recon Collin County

John,

What is the logic for pulling the drilling cost out of the calculation?

Bill

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

From: Leos, John - (TEXAS) [mailto:jleos@tcco.com]  
Sent: Wednesday, November 30, 2011 5:12 PM  
To: Bill Burke; Sara Hoglund  
Cc: Nail, Matthew E - (TEXAS); Alan Dugger, Jr.  
Subject: FW: Pier Recon Collin County  
Importance: High

Bill,

Per our last meeting, we put together a package to incorporate what we discussed. We are keeping this as a rough draft like you requested.

Please review and let us know if we can formally submit. Thanks for your consideration.

JAL

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

From: Alan Dugger, Jr. [mailto:alandugger@potterconcrete.com]  
Sent: Wednesday, November 30, 2011 4:23 PM  
To: Leos, John - (TEXAS)  
Subject: Pier Recon Collin County  
Importance: High

John,

Take a look at the attached. I have compiled all of the exhibits as well as creating a cover letter that expressed what we can offer back as a pier deduct use percentages like the owner discussed.

Please review and let me know if you have any corrects that need to be made.

Thanks  
Alan