

AGENDA ITEM # 38

July 1, 1997

\*

Consider authorizing payment of special commissioners in Boyd F. Henry condemnation suit and authorizing issuance of checks and designation of funding source.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To authorize payment of \$200.00 for each special commissioner (Tom Pilgrim, Dale Illig and Ercel Brashear) for a total of \$600.00 in the Boyd F. Henry condemnation suit with funding to be taken out of Road & Bridge professional services.

Vote: Motion carried 5 - 0

NO. 97-151-C368

WILLIAMSON COUNTY, TEXAS  
Plaintiff

V.

BOYD F. HENRY

Defendants

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§  
§  
§  
§

IN THE 368TH JUDICIAL

DISTRICT COURT

WILLIAMSON COUNTY, TEXAS

**ORDER SETTING FEES OF THE SPECIAL COMMISSIONERS**

BE IT REMEMBERED that the Special Commissioners previously appointed by this Court in the above styled and numbered cause, having discharged their duties according to law, and this court, being empowered under and by virtue of Tex. Prop. Code Ann. §21.047(c) (1983) to set their fees, it is, therefore, ORDERED that the fees of the Special Commissioners in this cause be, and they are hereby set and taxed as costs as follows:

Tom Pilgrim	SPECIAL COMMISSIONER	\$ <u>200.00</u>
Dale Illig	SPECIAL COMMISSIONER	\$ <u>200.00</u>
Ercel Brashear	SPECIAL COMMISSIONER	\$ <u>200.00</u>

SIGNED this 20th day of June, 1997.

By Bert Carras  
JUDGE PRESIDING  
368th Judicial District Court  
Williamson County, Texas

FILED  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M

JUN 20 1997

Bert Carras  
District Clerk, Williamson Co., TX

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Consider approving line item transfer for Elections:

From:	100-409-4998	Contingencies	\$33,250.00
To:	100-492-1100	Salaries	5,500.00
	100-492-1150	Judges and Clerks	21,000.00
	100-492-4250	Printed Forms	750.00
	100-492-4544	Repairs to Equipment	2,000.00
	100-492-4610	Rent	2,000.00
	100-492-4620	Equipment Rental	2,000.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for Elections:

From:	100-409-4998	Contingencies	\$33,250.00
To:	100-492-1100	Salaries	5,500.00
	100-492-1150	Judges and Clerks	21,000.00
	100-492-4250	Printed Forms	750.00
	100-492-4544	Repairs to Equipment	2,000.00
	100-492-4610	Rent	2,000.00
	100-492-4620	Equipment Rental	2,000.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>100-492</u>	<u>Elections</u>	<u>John C. Doerfler</u>
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and

WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1995 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>General Fund</u>		<u>33,250</u>

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## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
<u>1100</u>	<u>Salaries</u>	<u>5,500</u>
<u>1150</u>	<u>Judges &amp; Clerks</u>	<u>21,000</u>
<u>4250</u>	<u>Printed Forms</u>	<u>750</u>
<u>4544</u>	<u>Repairs to Equipment</u>	<u>2,000</u>
<u>4610</u>	<u>Rent</u>	<u>2,000</u>
<u>4620</u>	<u>Equipment Rental</u>	<u>2,000</u>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST

Elaine Bizzell, County Clerk

John C. Doerfler, County Judge

Consider approving line item transfer for EMS:

From:	100-540-4410	Insurance , Bond	\$10,373.00
	100-540-4610	Rent	5,000.00
	100-540-5700	Ambulance	12,052.00
To:	100-540-3200	EMS Supplies	24,000.00
	100-540-4350	Printed Forms	2,425.00
	100-540-3100	Office Supplies	1,000.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for EMS:

From:	100-540-4410	Insurance , Bond	\$10,373.00
	100-540-4610	Rent	5,000.00
	100-540-5700	Ambulance	12,052.00
To:	100-540-3200	EMS Supplies	24,000.00
	100-540-4350	Printed Forms	2,425.00
	100-540-3100	Office Supplies	1,000.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>540</u>	<u>EMS</u>	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-540-4410	Insurance, bond	10,373.
100-540-4610	Rent	5,000.
100-540-5700	Ambulance	12,052.

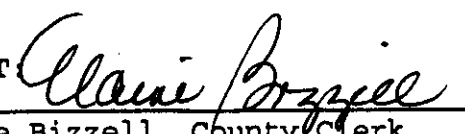
## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

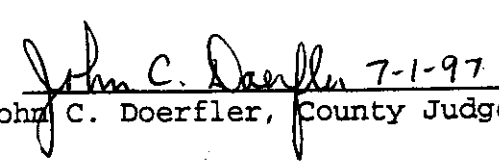
LINE ITEM #	DESCRIPTION	AMOUNT
100-540-3200	Ems Supplies	24,000
100-540-4350	Printed Forms	2,425.
100-540-3100	Office Supplies	1,000.

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WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST

  
 Elaine Bizzell, County Clerk

  
 John C. Doerfler, County Judge

## AGENDA ITEM # 41

July 1, 1997

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Consider approving line item transfer for URS:

From:	200-210-3550	Asphalt	\$ 6,500.00
To:	200-200-5503	Capital Metro	6,500.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for URS:

From:	200-210-3550	Asphalt	\$ 6,500.00
To:	200-200-5503	Capital Metro	6,500.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

UNIFIED ROAD SYSTEM	210	<i>Shirley Rye</i>
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and

WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, on the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:		
LINE ITEM #	DESCRIPTION	AMOUNT
200-210-3550	ASPHALT	\$6,500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:		
LINE ITEM #	DESCRIPTION	AMOUNT
205-200-5503	CAPITOL METRO	\$6,500.00

243

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

*John C. Doerfler 7-1-97*  
John C. Doerfler, County Judge

ATTEST:

*Elaine Bizzell*  
Elaine Bizzell, County Clerk

AGENDA ITEM # 42

July 1, 1997

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Consider approving line item transfer for County Clerk: Records Management:

From:	385-385-4998	Contingencies	\$ 2,000.00
To:	385-385-4500	Maintenance Contract	2,000.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for County Clerk, Records Management:

From:	385-385-4998	Contingencies	\$ 2,000.00
To:	385-385-4500	Maintenance Contract	2,000.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

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385 - Records Management	COUNTY CLERK	<i>Elaine Bizzell</i>
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and

WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
385-385-4998	CONTINGENCIES	\$2,000.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
385-385-4500	MAINTENANCE CONTRACT	\$2,000.00

244

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

*John C. Doerfler* 7-1-97  
John C. Doerfler, County Judge

ATTEST:

*Elaine Bizzell*  
Elaine Bizzell, County Clerk

AGENDA ITEM # 43

July 1, 1997

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Consider approving line item transfer for County Court at Law #1:

From:	100-426-4500	Maintenance Contract	\$	400.00
To:	100-426-3100	Office Supplies		400.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for County Court at Law #1:

From:	100-426-4500	Maintenance Contract	\$	400.00
To:	100-426-3100	Office Supplies		400.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

100-426-3100	County Court At Law No. 1	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays \_\_\_\_\_ and duly seconded by Judge Doerfler \_\_\_\_\_ the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

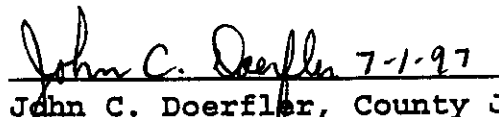
LINE ITEM #	DESCRIPTION	AMOUNT
100-426-4500	Maintenance Contract	\$400.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

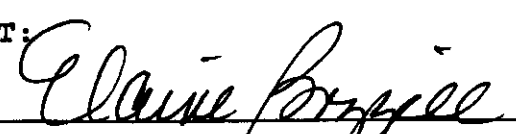
LINE ITEM #	DESCRIPTION	AMOUNT
100-426-3100	Office Supplies	\$400.00

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WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

  
John C. Doerfler, County Judge

ATTEST:

  
Elaine Bizzell, County Clerk

AGENDA ITEM # 44July 1, 1997\*Consider approving the following line item transfers for Communications:

From:	100-581-4541	Vehicle Repair and Maintenance	\$ 1,000.00
	100-581-4414	Vehicle Insurance	350.00
	100-581-3301	Gasoline Oil	700.00
	100-581-4705	Screening	925.00
	100-581-3522	Batteries, Tires	500.00
To:	100-581-5790	Misc. Capital Equipment	1,000.00
	100-581-5790	Misc. Capital Equipment	350.00
	100-581-5790	Misc. Capital Equipment	700.00
	100-581-4211	Telephone	925.00
	100-581-4211	Telephone	500.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfers for Communications:

From:	100-581-4541	Vehicle Repair and Maintenance	\$ 1,000.00
	100-581-4414	Vehicle Insurance	350.00
	100-581-3301	Gasoline Oil	700.00
	100-581-4705	Screening	925.00
	100-581-3522	Batteries, Tires	500.00
To:	100-581-5790	Misc. Capital Equipment	1,000.00
	100-581-5790	Misc. Capital Equipment	350.00
	100-581-5790	Misc. Capital Equipment	700.00
	100-581-4211	Telephone	925.00
	100-581-4211	Telephone	500.00

Vote: Motion carried 5 - 0

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&lt; Clerk copy here &gt;

ORDER APPROVING A LINE ITEM TRANSFER FOR

581      Communications      Leriva Simpson  
FUND      DEPARTMENT      SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-4541	Vehicle Repair & Maintenance	\$ 1000 <sup>00</sup>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-5790	Misc. Capital Equipment	\$ 1000 <sup>00</sup>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST

Elaine Bizzell  
Elaine Bizzell, County Clerk

John C. Doerfler 7-1-97  
John C. Doerfler, County Judge



## ORDER APPROVING A LINE ITEM TRANSFER FOR

581 Communications Gerria Simpson  
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-4414	Vehicle Insurance	\$350 <sup>00</sup>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-5790	Misc. Capital Equipment	\$350 <sup>00</sup>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Elaine Bizzell  
 Elaine Bizzell, County Clerk

John C. Doerfler 7-1-97  
 John C. Doerfler, County Judge

## ORDER APPROVING A LINE ITEM TRANSFER FOR

581      Communications      Lena Simpson  
 FUND      DEPARTMENT      SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED ☒ FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-3301	Gasoline, Oil	\$700 <sup>00</sup>

FUNDS TO BE INCREASED ☒ IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-5790	Misc. Capital Equipment	\$700 <sup>00</sup>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST: Elaine Bizzell  
 Elaine Bizzell, County Clerk

John C. Doerfler 7-1-97  
 John C. Doerfler, County Judge

## ORDER APPROVING A LINE ITEM TRANSFER FOR

581 Communications Geniva Simpson  
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-4705	Screening	\$925 <sup>00</sup>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-4211	Telephone	\$925 <sup>00</sup>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Elaine Bizzell  
 Elaine Bizzell, County Clerk

John C. Doerfler 7-1-97  
 John C. Doerfler, County Judge

## ORDER APPROVING A LINE ITEM TRANSFER FOR

581 Communications Genora Simpson  
 FUND DEPARTMENT SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-3522	Batteries, Tires	\$500 <sup>00</sup>

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-4211	Telephone	\$500 <sup>00</sup>

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST:

Elaine Bizzell  
 Elaine Bizzell, County Clerk

John C. Doerfler 7-1-97  
 John C. Doerfler, County Judge

AGENDA ITEM # 45

July 1, 1997

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Consider approving line item transfer for 368th District Court:

From:	100-438-4010	Visiting Judges	\$ 150.00
	100-438-4410	Insurance Bond Premiums	100.00
To:	100-438-4235	Court Reporter Expenses	250.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for 368th District Court:

From:	100-438-4010	Visiting Judges	\$ 150.00
	100-438-4410	Insurance Bond Premiums	100.00
To:	100-438-4235	Court Reporter Expenses	250.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

438	368th District Court	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
438-4010	Visiting Judges	150. <sup>00</sup>
438-4410	Insurance Bond Premiums	100. <sup>00</sup>

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
438-4235	Court Reporter Expenses	250. <sup>00</sup>

252

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

John C. Doerfler 7-1-97  
John C. Doerfler, County Judge

ATTEST:

Elaine Bizzell  
Elaine Bizzell, County Clerk

AGENDA ITEM # 46

July 1, 1997

\*

Consider approving line item transfer for County Judge:

From:	100-400-4100	Professional Services	\$	100.00
	100-400-5301	Courtroom Improvements		300.00
To:	100-400-4211	Telephone		400.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for County Judge:

From:	100-400-4100	Professional Services	\$	100.00
	100-400-5301	Courtroom Improvements		300.00
To:	100-400-4211	Telephone		400.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

<u>100-400</u>	<u>Co. Judge</u>	
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and

WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-400-4100	Prof. Services	\$ 100.00
100-400-5301	Courtroom Imp.	300.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-400-4211	Telephone	\$ 400.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

ATTEST

Elaine Bizzell  
Elaine Bizzell, County Clerk

John C. Doerfler 7-1-97  
John C. Doerfler, County Judge

## AGENDA ITEM # 47

July 1, 1997

\*

Consider approving line item transfer for Human Resources:

From:	100-402-4231	Travel	\$	500.00
To:	100-402-4232	Training		500.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for Human Resources:

From:	100-402-4231	Travel	\$	500.00
To:	100-402-4232	Training		500.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

100-402

HR

*John Williamson*

FUND	DEPARTMENT	SIGNATURE
------	------------	-----------

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the <sup>17th</sup>~~10th~~ day of June, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
402-4231	Travel	500.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
402-4232	Training	500.00

254

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

*John C. Doerfler 7-1-97*  
John C. Doerfler, County Judge

ATTEST:

*Elaine Bizzell*  
Elaine Bizzell, County Clerk

AGENDA ITEM # 48

July 1, 1997

\*

Consider approving line item transfer for Justice of the Peace Precinct #2:

From: 100-452-4130 Court Appointed Attorneys \$ 300.00  
 To: 100-452-4211 Telephone 300.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for Justice of the Peace Precinct #2:

From: 100-452-4130 Court Appointed Attorneys \$ 300.00  
 To: 100-452-4211 Telephone 300.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

**ORDER APPROVING A LINE ITEM TRANSFER FOR**

WILLIAMSON COUNTY, TEXAS

100-452

JP2

Elaine Bizzell

FUND

DEPARTMENT

SIGNATURE

**WHEREAS**, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and **WHEREAS**, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

**WHEREAS**, On the 1st day of July, 1997, a motion made by Commissioner Hays And duly seconded by Judge Doerfler  
 The motion carried y a vote of 5 votes for, 0 votes against.

**THEREFORE, BE IT ORDERED THAT THE 1996 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:**

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-452-4130	Crt. Apt. Attys	\$ 300.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
100-452-4211	Telephone	\$ 300.00

**WHEREUPON**, A motion made and seconded, The Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

255

John C. Doerfler 7-1-97  
 John C. Doerfler, County Judge

ATTEST

Elaine Bizzell  
 Elaine Bizzell, County Clerk



AGENDA ITEM # 49

July 1, 1997

\*

Consider approving line item transfer for Commissioner Precinct #3:

From:	200-213-4999	Misc.	\$	150.00
To:	200-213-3100	Office Supplies		150.00

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve line item transfer for Commissioner Precinct #3:

From:	200-213-4999	Misc.	\$	150.00
To:	200-213-3100	Office Supplies		150.00

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## ORDER APPROVING A LINE ITEM TRANSFER FOR

200-213

Commissioner Pct. 3

FUND

DEPARTMENT

SIGNATURE

David S. Hays

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 1st day of July, 1997, a motion made by Commissioner Hays and duly seconded by Judge Doerfler the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 1997 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

## FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
200-213-4999	Misc.	\$150.00

## FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
200-213-3100	Office Supplies	\$150.00

256

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

John C. Doerfler 7-1-97  
John C. Doerfler, County Judge

ATTEST:

Elaine Bizzell  
Elaine Bizzell, County Clerk

Consider approving the following fixed assets to be transferred from Sheriff's Department to Constable Precinct #1:

(1)	Motorola Car Radio	159TUE3512
(1)	Motorola Speaker	N/A
(1)	Car Antenna	N/A
(1)	Hand Held Batteries	N/A

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve fixed assets to be transferred from Sheriff's Department to Constable Precinct #1:

(1)	Motorola Car Radio	159TUE3512
(1)	Motorola Speaker	N/A
(1)	Car Antenna	N/A
(1)	Hand Held Batteries	N/A

Vote: Motion carried 5 - 0

< Clerk copy here >

# CHANGE OF FIXED ASSET STATUS

DATE \_\_\_\_\_

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Motorola Car Radio		159TUE 3512
1	Motorola Speaker	N/A	
1	car antenna	N/A	
3	hand held batteries	N/A	

FROM (Transferor): Williamson County Sheriff

TO (Transferee): Constable Office Pct 1

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

E. L. Richards  
Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Doerfler

257

Transferee - Elected Official/Department Head

AGENDA ITEM # 51July 1, 1997\*

Consider approving the following fixed assets to be transferred from Sheriff's Department to Constable Precinct #2:

(1) Motorola Handheld	Radius	174FUW7282
(1) Motorola Handheld	Radius	174FUW7502
(1) Motorola Handheld	Radius	174FUAA168
(1) Motorola Handheld	Radius	174FUW7458
(1) Motorola Handheld	Radius	174FUAA167
(1) Motorola Handheld	Radius	174FUW7375
(1) Motorola Handheld	Radius	174FSD9665
(1) Motorola Handheld	Radius	174FSD9658
(1) Motorola Handheld	Radius	174FUW7435
(1) Motorola Handheld	Radius	174FUW7384
(10) Motorola Charges		N/A
(1) Motorola Car Radio	Radius	778FRE0269
(1) Motorola Car Radio	Radius	159TUE3507
(1) Motorola Car Radio	Radius	159TUU9678

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve fixed assets to be transferred from Sheriff's Department to Constable Precinct #2:

(1) Motorola Handheld	Radius	174FUW7282
(1) Motorola Handheld	Radius	174FUW7502
(1) Motorola Handheld	Radius	174FUAA168
(1) Motorola Handheld	Radius	174FUW7458
(1) Motorola Handheld	Radius	174FUAA167
(1) Motorola Handheld	Radius	174FUW7375
(1) Motorola Handheld	Radius	174FSD9665
(1) Motorola Handheld	Radius	174FSD9658
(1) Motorola Handheld	Radius	174FUW7435
(1) Motorola Handheld	Radius	174FUW7384
(10) Motorola Charges		N/A
(1) Motorola Car Radio	Radius	778FRE0269
(1) Motorola Car Radio	Radius	159TUE3507
(1) Motorola Car Radio	Radius	159TUU9678

Vote: Motion carried 5 - 0

< Clerk copy here >

## CHANGE OF FIXED ASSET STATUS

DATE \_\_\_\_\_

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Motorola Hand held	Radius	174 fuw 7282
1			174 fuw 7502
1			174 fuAA 168
1			174 fuw 7458
1			174 fuAA 167
1			174 fuw 7375

FROM (Transferor): Williamson County Sheriff'sTO (Transferee): Constables office Pet 2

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Dwyer

[Signature]  
Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE \_\_\_\_\_

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Motorola Hand held Radio	Radius	174FSQ 9665
1			174FSQ 9658
1			174FW 7435
1			174FW 7384
10	Motorola charges	N/A	

FROM (Transferor): Williamson County SheriffTO (Transferee): Constables office Pct 2

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

Approved 7-1-97  
John C. Daerfler

Sam Wilson  
Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE \_\_\_\_\_

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Motorola Car Radio	Radius	778 FRE 0269
1			159TUE 3507
1			159TUE 9678

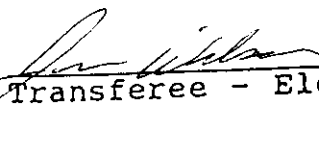
FROM (Transferor): Williamson County Sheriff's OfficeTO (Transferee): Constables office Pct 2

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.



Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Daugherty



Transferee - Elected Official/Department Head

## AGENDA ITEM # 52

July 1, 1997

\*

Considr approving the following fixed assets to be transferred from Sheriff's Department to Constable Precinct #3:

(1) Motorola Handheld	GP300	174TTA7770
(1) Motorola Handheld	GP300	174FUW7480
(1) Motorola Handheld	GP300	174TTA7760
(1) Motorola Handheld	GP300	174FUW7474
(1) Motorola Handheld	GP300	174FUHH181
(1) Motorola Handheld	GP300	174FUW7472
(1) Motorola Handheld	GP300	174TSYB807
(1) Motorola Handheld	GP300	174FUHH173
(1) Motorola Handheld	GP300	174FUW6492
(1) Motorola Handheld	GP300	174FUW6506
(10) Motorola Power Supply		N/A
(1) Motorola Mobil Radios and Mike		778TSY6023
(1) Motorola Mobil Radios and Mike		159TUA3253
(2) Motorola Speakers		N/A
(2) Car Antennas		N/A

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve fixed assets to be transferred from Sheriff's Department to Constable Precinct #3:

(1) Motorola Handheld	GP300	174TTA7770
(1) Motorola Handheld	GP300	174FUW7480
(1) Motorola Handheld	GP300	174TTA7760
(1) Motorola Handheld	GP300	174FUW7474
(1) Motorola Handheld	GP300	174FUHH181
(1) Motorola Handheld	GP300	174FUW7472
(1) Motorola Handheld	GP300	174TSYB807
(1) Motorola Handheld	GP300	174FUHH173
(1) Motorola Handheld	GP300	174FUW6492
(1) Motorola Handheld	GP300	174FUW6506
(10) Motorola Power Supply		N/A
(1) Motorola Mobil Radios and Mike		778TSY6023
(1) Motorola Mobil Radios and Mike		159TUA3253
(2) Motorola Speakers		N/A
(2) Car Antennas		N/A

Vote: Motion carried 5 - 0

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< Clerk copy here >

## CHANGE OF FIXED ASSET STATUS

DATE \_\_\_\_\_

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio	GP300	174TTA 7770
1	Handheld Radio		174FW 7480
1			174TTA 7760
1			174FW 7474
1			174FW 7471
1			174FW 7472

FROM (Transferor): Williamson County Sheriff's OfficeTO (Transferee): Constables Office Pct 3

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
 Transferor - Elected Official/Department Head

Demetrius  
 Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Dwyer



## CHANGE OF FIXED ASSET STATUS

DATE \_\_\_\_\_

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1			174TSYB807
1			174FULH173
1			174fuw6492
1			174fuw6506
10	motorola power supply		

FROM (Transferor): Williamson County Sheriff's OfficeTO (Transferee): Constables office PC+3

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards

Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Dayler

Don Garmon

Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE \_\_\_\_\_

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Motorola mobile Radios + mike		778TSY6023
1	Motorola Mobile Radio + mike		159TUA3253
2	Motorola speakers		
2	Car antenna's		

FROM (Transferor): Williamson County Sheriff'sTO (Transferee): Constables office Pct 3

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

Donna J. Hargrove  
Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daykin

## AGENDA ITEM # 53

July 1, 1997

\*

Consider approving the following fixed assets to be transferred from Sheriff's Department to Constable Precinct #4:

- (1) Motorola Radio  
(1) Motorola Radio

159TUE3511  
159TUE3523

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve fixed assets to be transferred from Sheriff's Department to Constable Precinct #4:

- (1) Motorola Radio  
(1) Motorola Radio

159TUE3511  
159TUE3523

Vote: Motion carried 5 - 0

&lt; Clerk copy here &gt;

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
<u>1</u>	<u>Motorola</u>	<u>159TUE3511</u>	
<u>1</u>	<u>Motorola</u>	<u>159TUE3523</u>	

FROM (Transferor): Williamson County SheriffTO (Transferee): Constable Pct 4

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Doerfler

MD Rubble 5400  
Transferee - Elected Official/Department Head

AGENDA ITEM # 54July 1, 1997\*

Consider approving the following fixed assets to be transferred from URS to Fire Chiefs Association for distribution:

Jollyville Fire Dept	(1)	Mobile Radio 1 Com	13312
	(1)	Mobile Radio 1 Com	13465
Sam Bass Fire Dept	(1)	Mobile Radio 1 Com	21458
	(1)	Mobile Radio Maxon	411T14738
Round Rock VFD	(1)	Mobile Radio 1 Com	26953
	(1)	Mobile Radio 1 Com	28909
Liberty Hill VFD	(1)	Mobile Radio 1 Com	24923
	(1)	Mobile Radio 1 Com	13445
Leander Fire Dept	(1)	Mobile Radio 1 Com	22966
	(1)	Mobile Radio 1 Com	13466
Hutto Fire Dept	(1)	Mobile Radio 1 Com	11641
	(1)	Mobile Radio 1 Com	21214
	(1)	Mobile Radio 1 Com	13500
Granger Fire Dept	(1)	Mobile Radio 1 Com	22709
Florence Fire Dept	(1)	Mobile Radio 1 Com	26977
	(1)	Mobile Radio 1 Com	12048
	(1)	Mobile Radio Wilson	303-A10740
	(1)	Mobile Radio Wilson	309-A02112
Taylor Fire Dept	(1)	Mobile Radio Motorola	428FEC0269
	(1)	Mobile Radio 1 Com	13113
	(1)	Mobile Radio 1 Com	26919
Thorndale Fire Dept	(1)	Mobile Radio 1 Com	13430
	(1)	Mobile Radio Standard	75U850100
	(1)	Mobile Radio 1 Com	13117
	(1)	Mobile Radio 1 Com	13426

Thrall Fire Dept	(1)	Mobile Radio 1 Com	24961
	(1)	Mobile Radio 1 Com	13463
	(1)	Mobile Radio 1 Com	13158
Weir Fire Dept	(1)	Mobile Radio 1 Com	503T20588
	(1)	Mobile Radio 1 Com	214A9
Bartlett Fire Dept	(1)	Mobile Radio 1 Com	778FRE0266
	(1)	Mobile Radio 1 Com	159TUE3510
Coupland Fire Dept	(1)	Mobile Radio 1 Com	91008
	(1)	Mobile Radio Motorola	778TSYJ638
Cedar Park Fire Dept	(1)	Mobile Radio	
	(1)	Mobile Radio	
	(1)	Mobile Radio	

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve fixed assets to be transferred from URS to Fire Chiefs Association for distribution:

Jollyville Fire Dept	(1)	Mobile Radio 1 Com	13312
	(1)	Mobile Radio 1 Com	13465
Sam Bass Fire Dept	(1)	Mobile Radio 1 Com	21458
	(1)	Mobile Radio Maxon	411T14738
Round Rock VFD	(1)	Mobile Radio 1 Com	26953
	(1)	Mobile Radio 1 Com	28909
Liberty Hill VFD	(1)	Mobile Radio 1 Com	24923
	(1)	Mobile Radio 1 Com	13445
Leander Fire Dept	(1)	Mobile Radio 1 Com	22966
	(1)	Mobile Radio 1 Com	13466
Hutto Fire Dept	(1)	Mobile Radio 1 Com	11641
	(1)	Mobile Radio 1 Com	21214
	(1)	Mobile Radio 1 Com	13500
Granger Fire Dept	(1)	Mobile Radio 1 Com	22709
Florence Fire Dept	(1)	Mobile Radio 1 Com	26977
	(1)	Mobile Radio 1 Com	12048
	(1)	Mobile Radio Wilson	303-A10740
	(1)	Mobile Radio Wilson	309-A02112
Taylor Fire Dept	(1)	Mobile Radio Motorola	428FEC0269
	(1)	Mobile Radio 1 Com	13113
	(1)	Mobile Radio 1 Com	26919
Thorndale Fire Dept	(1)	Mobile Radio 1 Com	13430
	(1)	Mobile Radio Standard	75U850100
	(1)	Mobile Radio 1 Com	13117
	(1)	Mobile Radio 1 Com	13426
Thrall Fire Dept	(1)	Mobile Radio 1 Com	24961
	(1)	Mobile Radio 1 Com	13463
	(1)	Mobile Radio 1 Com	13158
Weir Fire Dept	(1)	Mobile Radio 1 Com	503T20588
	(1)	Mobile Radio 1 Com	214A9
Bartlett Fire Dept	(1)	Mobile Radio 1 Com	778FRE0266
	(1)	Mobile Radio 1 Com	159TUE3510
Coupland Fire Dept	(1)	Mobile Radio 1 Com	91008
	(1)	Mobile Radio Motorola	778TSYJ638
Cedar Park Fire Dept	(1)	Mobile Radio	
	(1)	Mobile Radio	
	(1)	Mobile Radio	

Vote: Motion carried 5 - 0

< Clerk copy here >

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio	1Com	13312
1	Mobile Radio	1Com	13465

FROM (Transferor): Road & Bridge  
 TO (Transferee): Jollyville Fire Dept. Fire Chief's Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

By By  
 Transferor - Elected Official/Department Head

By By WCFC's  
 Transferee - Elected Official/Department Head

Approved 7-1-97  
John C. Dwyer

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio 1 Com		21458
1	Mobile Radio Mayon		411T/4738

FROM (Transferor): Road + Bridge

TO (Transferee): Sam Bass Fire Dept Fire Chiefs

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

my by  
Transferor - Elected Official/Department Head

John Bizzell WCFC's  
Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daugherty

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio	Icom	26953
1	Mobile Radio	Icom	28909

FROM (Transferor): Road & Bridge John F. Fire  
 TO (Transferee): Round Rock Volunteer Fire Dept Assoc Cheryl

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Sgt. Buzen  
 Transferor - Elected Official/Department Head

Sgt. Buzell WCFC's  
 Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daerfler



## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
<u>1</u>	<u>Mobile Radio</u>	<u>ICom</u>	<u>24923</u>
<u>1</u>	<u>Mobile Radio</u>	<u>ICom</u>	<u>13445</u>

FROM (Transferor): Road & Bridge Jed  
 TO (Transferee): Liberty Hill Fire Dept. Fire Chief's Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Ryan  
 Transferor - Elected Official/Department Head

Yul Briggoo WCFC's  
 Transferee - Elected Official/Department Head

Approved 7-1-97  
John C. Daefler

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio	I Com	22966
1	Mobile Radio	I Com	13466

FROM (Transferor): Road & Bridge JED  
 TO (Transferee): ~~Transfer Fire Dept.~~ Fire Chief's Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Buzze  
 Transferor - Elected Official/Department Head

Lyn Buzze WCFC's  
 Transferee - Elected Official/Department Head

Approved 7-1-97  
John C. Bayler

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio	Icom	11641
1	Mobile Radio	Icom	21214
1	Mobile Radio	Icom	13500

FROM (Transferor): Road & Bridge  
 TO (Transferee): Hutto Fire Dept. Fire Chiefs Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Buzza  
 Transferor - Elected Official/Department Head

Sup Buzza WCFC's  
 Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daehler

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio	Icom	22709

FROM (Transferor): Road & Bridge

TO (Transferee): ~~Orange Fire Department~~ JLD  
File Chief  
Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Beyman  
 Transferor - Elected Official/Department Head

John Bizzell WCFC's  
 Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daugherty

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio I Com		26977
1	Mobile Radio I com		12048
1	Mobile Radio Wilson		303-A10740
1	Mobile Radio Wilson		309-A02112

FROM (Transferor): Road & Bridge Jed  
 TO (Transferee): Florence Fire Dept. Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Sue Bryan  
 Transferor - Elected Official/Department Head

Sue Briggall WCFC's  
 Transferee - Elected Official/Department Head

Approved 7-1-97  
John C. Dayler

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio Motorola		428 F E C 0269
1	Mobile Radio 1 Com		13113
1	Mobile Radio 1 Com		26919

FROM (Transferor): Road & Bridge Joe  
 TO (Transferee): Taylor Fire Dept. Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Beynon  
 Transferor - Elected Official/Department Head

Supl Buzell WCFC's  
 Transferee - Elected Official/Department Head

Approved 7-1-97  
John C. Daehler

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio 1 Com		13430
1	Mobile Radio Standard		754850100
1	Mobile Radio 1 Com		13117
1	Mobile Radio 1 Com		13426

FROM (Transferor): Road & Bridge Jed  
 TO (Transferee): Thorndale Fire Dept. Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Puzan  
 Transferor - Elected Official/Department Head

Dyl Bizzell WCFC's  
 Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daefler

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

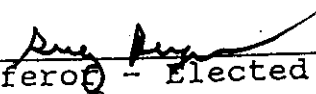
## FIXED ASSET

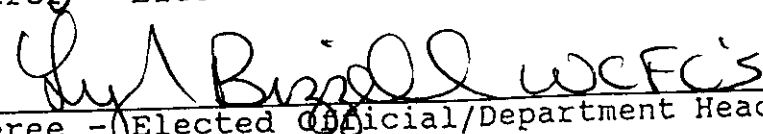
Quantity	Description	Model	Serial #
1	Mobile Radio 1 Com		24961
1	Mobile Radio 1 Com		13463
1	Mobile Radio 1 Com		13158

FROM (Transferor): Road & Bridge Ind

TO (Transferee): ~~Threat~~ ~~Fire~~ ~~Dept~~ Fire chief assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

 Transferor - Elected Official/Department Head

 WCFC's Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daehler



## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio Marine		503TA0588
1	Mobile Radio Com		214A9

FROM (Transferor):

Road & Bridge

TO (Transferee):

Weir Fire Dept. Fire Chief Assoc. JCL

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Bryan  
Transferor - Elected Official/Department Head

WCF's  
Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Dwyer

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
<u>1</u>	<u>Mobile Radio Motorola</u>		<u>718FRE0266</u>
<u>1</u>	<u>Mobile Radio Motorola</u>		<u>159TH E3510</u>

FROM (Transferor): Road and Bridge

TO (Transferee): ~~Boston Fire Dept~~ Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Sam Buzza  
Transferor Elected Official/Department Head

Yuz Buzell WCFC's  
Transferee Elected Official/Department Head

approved 7-1-97  
John C. Daefler

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
<u>1</u>	<u>Mobile Radio Icom</u>		<u>91008</u>
<u>1</u>	<u>Mobile Radio Motorola</u>		<u>778TS/J638</u>

FROM (Transferor): Road & Bridge

TO (Transferee): ~~Coneland Fire Dept~~ Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ray Berrin  
Transferor - Elected Official/Department Head

Sgt Bissell WCFC's  
Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daeyll

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Mobile Radio		
1	Mobile Radio		
1	Mobile Radio		

FROM (Transferor): Road & Bridge

TO (Transferee): ~~Center Park~~ Fire Dept Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Any Key  
Transferor Elected Official/Department Head

John B. Bazzell CCFC's  
Transferee Elected Official/Department Head

approved 7-1-97  
John C. Daehler

## AGENDA ITEM # 55

July 1, 1997

\*

Consider approving the following fixed assets to be transferred from Sheriff's Department to Fire Chiefs Association for distribution:

Thorndale Fire Dept	(1)	Handheld Radio 1 Com	02666
	(1)	Handheld Radio Motorola	792TOSA004
	(1)	Handheld Radio King	JT20001
	(1)	Handheld Radio Motorola	003F5R
	(1)	Handheld Radio Motorola	H3FFN3170E
	(1)	Handheld Radio 1 Com	08864
Thrall Fire Dept	(1)	Handheld Radio	
	(1)	Handheld Radio	
	(1)	Handheld Radio	
Bartlett Fire Dept	(1)	Handheld Radio Motorola	792FPW8348
	(1)	Handheld Radio 1 Com	15114
Coupland Fire Dept	(1)	Handheld Radio 1 Com	02642
	(1)	Handheld Radio King	A101201
	(1)	Handheld Radio A Icom	07397
	(1)	Handheld Radio King	A101647
Florence Fire Dept	(1)	Handheld Radio 1 Com	0887
	(1)	Handheld Radio 1 Com	146102
Granger Fire Dept	(1)	Handheld Radio Motorola	792FPW8350
	(1)	Handheld Radio 1 Com	14687
	(1)	Handheld Radio 1 Com	24069
	(1)	Handheld Radio Motorola	792TDG4265
Hutto Fire Dept	(1)	Handheld Radio Motorola	174FULH96
Jarrell Fire Dept	(1)	Handheld Radio Motorola	792TROC781
	(1)	Handheld Radio Motorola	174FULH192
Leander Fire Dept	(1)	Handheld Radio 1 Com	24090
	(1)	Handheld Radio 1 Com	14669
Liberty Hill VFD	(1)	Handheld Radio Motorola	174FSQ9667
	(1)	Handheld Radio Motorola	174FUW7377
Round Rock VFD	(1)	Handheld Radio Motorola	174TTE819
	(1)	Handheld Radio Motorola	174TTC778
Jollyville Fire Dept	(1)	Handheld Radio Motorola	188FTN5947
	(1)	Handheld Radio Motorola	174FSO9670
	(1)	Handheld Radio Motorola	174FSO9680
Taylor Fire Dept	(1)	Handheld Radio Standard	18U120183
	(1)	Handheld Radio Motorola	792TOW6858
	(1)	Handheld Radio Motorola	792FPU2425
Weir Fire Dept	(1)	Handheld Radio 1 Com	08952
	(1)	handheld Radio King	LT20001

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To approve fixes assets to be transferred from Sheriff's Department to Fire Chiefs Association for distribution:

Thorndale Fire Dept	(1)	Handheld Radio 1 Com	02666
	(1)	Handheld Radio Motorola	792TOSA004
	(1)	Handheld Radio King	JT20001
	(1)	Handheld Radio Motorola	003F5R
	(1)	Handheld Radio Motorola	H3FFN3170E
	(1)	Handheld Radio 1 Com	08864
Thrall Fire Dept	(1)	Handheld Radio	
	(1)	Handheld Radio	
	(1)	Handheld Radio	
Bartlett Fire Dept	(1)	Handheld Radio Motorola	792FPW8348
	(1)	Handheld Radio 1 Com	15114
Coupland Fire Dept	(1)	Handheld Radio 1 Com	02642
	(1)	Handheld Radio King	A101201
	(1)	Handheld Radio A Icom	07397
	(1)	Handheld Radio King	A101647
Florence Fire Dept	(1)	Handheld Radio 1 Com	0887
	(1)	Handheld Radio 1 Com	146102
Granger Fire Dept	(1)	Handheld Radio Motorola	792FPW8350
	(1)	Handheld Radio 1 Com	14687
	(1)	Handheld Radio 1 Com	24069
	(1)	Handheld Radio Motorola	792TDG4265
Hutto Fire Dept	(1)	Handheld Radio Motorola	174FULH96
Jarrell Fire Dept	(1)	Handheld Radio Motorola	792TROC781
	(1)	Handheld Radio Motorola	174FULH192

Leander Fire Dept	(1)	Handheld Radio 1 Com	24090
	(1)	Handheld Radio 1 Com	14669
Liberty Hill VFD	(1)	Handheld Radio Motorola	174FSQ9667
	(1)	Handheld Radio Motorola	174FUW7377
Round Rock VFD	(1)	Handheld Radio Motorola	174TTE819
	(1)	Handheld Radio Motorola	174TTC778
Jollyville Fire Dept	(1)	Handheld Radio Motorola	188FTN5947
	(1)	Handheld Radio Motorola	174FSO9670
	(1)	Handheld Radio Motorola	174FSO9680
Taylor Fire Dept	(1)	Handheld Radio Standard	18U120183
	(1)	Handheld Radio Motorola	792TOW6858
	(1)	Handheld Radio Motorola	792FPU2425
Weir Fire Dept	(1)	Handheld Radio 1 Com	08952
	(1)	handheld Radio King	LT20001

Vote: Motion carried 5 - 0

< Clerk copy here >

# CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio 1 Com	02666	
1	Handheld Radio Motorola	792TQSA004	
1	Handheld Radio King	JT20001	
1	Handheld Radio Motorola	003F5R	
1	Handheld Radio Motorola	H3FFN3170E	
1	Handheld Radio 1 com King	08864	

FROM (Transferor): Williamson County Sheriff's Office

TO (Transferee): Thomson Fire Dept Fire Chief's Office

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

John C. Daylen  
Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio		
1	Handheld Radio		
1	Handheld Radio		

FROM (Transferor): Williamson County Sheriff's fed  
 TO (Transferee): Throck Fire Dept. Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
 Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Dwyer

Lyle Bingham WCFC's  
 Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE 10-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio	Motrola 160m	792FPW8348
1	Handheld Radio	Motrola 160m	15114

FROM (Transferor): Williamson County Sheriff's Office  
 TO (Transferee): ~~Beaumont Fire Dept~~ Fire Chief Assn

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
 Transferor - Elected Official/Department Head

approved 7-97  
John C. Dwyer

Jim Bingham WCFC's  
 Transferee - Elected Official/Department Head



## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio Icom		02642
1	Handheld Radio King		A101201
1	handheld Radio A Icom		07397
1	handheld Radio King		A101647

FROM (Transferor): Williamson County Sheriff  
 TO (Transferee): ~~Campbell Fire Department~~ Fire Dept

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
 Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Daugherty

Lt. Bizzell WCFC's  
 Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio	1Com	0887
1	Handheld Radio	1Com	146102

FROM (Transferor): Williamson Sheriff 1st  
 TO (Transferee): Flamence Fire Department Fire Chief

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
 Transferor - Elected Official/Department Head

W. B. Biggs WCFC's  
 Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daerfler

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio	Motola	792FPW8350
1	Handheld Radio	1Com	14687
1	Handheld Radio	1Com	24069
1	Handheld Radio	Motola	792TSG4265

FROM (Transferor): Williamson County Sheriffs

TO (Transferee): ~~Orange Fire Dept.~~ Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

Lyl Bizzell WCFC's  
Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Dwyer

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Hand held Radio	Motrola	174 FKLH96

FROM (Transferor): Williamson County Sheriff's Office

TO (Transferee): ~~Auto Fire Dept.~~ Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Dwyer

W. Bizzell WCFC's  
Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio	Motrola	792TRDC781
1	Handheld Radio	Motrola	174FHLH192

FROM (Transferor): Williamson County Sheriff's Office

TO (Transferee): Jarrell Fire Dept. Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

Lyl Bizzell WCFC's  
Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Daehler

CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
1	Hand held Radio	1 Com	24090
1	Hand held Radio	1 Com	14669

FROM (Transferor): Williamson County Sheriff's  
 TO (Transferee): ~~Leander Fire Dept.~~ Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
 Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Daylen

Lyle Bizzell WCFC's  
 Transferee Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Hand held Radio	Motorola	174FSQ9667
1	Hand held Radio	Motorola	174FW1377

FROM (Transferor): Williamson County Sheriff's Office  
 TO (Transferee): Liberty Hill Fire Dept Fire Chief

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
 Transferor - Elected Official/Department Head

Lyn B. Biggs WCFC's  
 Transferee - Elected Official/Department Head

approved 7-1-97  
John C. Dwyer

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio	Motorola	174TTE819
1	Handheld Radio	Motorola	174TTC7788

FROM (Transferor): Williamson County Sheriff *jed*  
 TO (Transferee): ~~Ronald Brock~~ ~~Volunteer Fire Dept~~ ~~chief~~ *asst*

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
 Transferor - Elected Official/Department Head

Lyle Briggall WCFC's  
 Transferee - Elected Official/Department Head



## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio	Motrola	188FTN5947
1	Handheld Radio	Motrola	174FSQ9670
1	Handheld Radio	Motrola	174FSQ9680

FROM (Transferor): Williamson County Sheriff

TO (Transferee): Jollyville Fire Dept. Fire Chief JCD

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

Det Briggall WCFC's  
Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE 6-16-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio Standard		184120183
1	Handheld Radio Motorola	792TDW	6858
1	Handheld Radio Motorola	792FPW	2425

FROM (Transferor): Williamson County Sheriff

TO (Transferee): Taylor Fire Dept Fire Chief Assoc

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards

Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Daylen

Jul Bizzell WCFC's

Transferee - Elected Official/Department Head

## CHANGE OF FIXED ASSET STATUS

DATE 6-10-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

## FIXED ASSET

Quantity	Description	Model	Serial #
1	Handheld Radio	ICOM	08952
1	Handheld Radio	King	LT20001

FROM (Transferor): Williamson County Sheriff

TO (Transferee): Weir Radio FIRE DEPT <sup>Fire Job</sup> <sub>Chief Assoc</sub>

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

Ed Richards  
Transferor - Elected Official/Department Head

approved 7-1-97  
John C. Daefler

Sgt Bazzell WCFC's  
Transferee - Elected Official/Department Head

COMMISSIONERS COURT RECESSED TO EXECUTIVE SESSION AT 11:30 A.M. ON TUESDAY, JULY 1, 1997.

AGENDA ITEM # 56                      July 1, 1997                      \*

Discuss pending litigation: Tokai Copier vs. Williamson County. (Executive Session requested per VTCA Government Code, Section 551.071 pertaining to consultation with attorney) (Dan Gaddis)

Those present for Executive Session were Judge Doerfler, Commissioners Heiligenstein, Boatright, Hays and Mehevec along with County Attorney Gene Taylor, First Assistant County Attorney Dale Rye and Attorney Dan Gaddis.

The pending litigation of Tokai Copier vs. Williamson County was discussed but no action taken.

AGENDA ITEM # 57                      July 1, 1997                      \*

Discuss and take appropriate action on pending litigation: Tokai Copier vs. Williamson County. (Dan Gaddis)

No action taken at this time.

AGENDA ITEM # 58                      July 1, 1997                      \*

Discuss Section 5.5 and Section 9 of Williamson County Subdivision Regulations: (Executive Session requested as per VTCA Government Code Section 551.071 pertaining to consultation with attorney)

Those present for Executive Session were Judge Doerfler, Commissioners Heiligenstein, Boatright, Hays and Mehevec along with County Attorney Gene Taylor, First Assistant County Attorney Dale Rye, County Engineer Joe England and Clyde Kraus.

Section 5.5 and Section 9 of the Williamson County Subdivision Regulations was discussed but no action taken.

AGENDA ITEM # 59                      July 1, 1997                      \*

Discuss and take appropriate action on Section 5.5 and Section 9 of Williamson County Subdivision Regulations.

No action taken on agenda item at this time.

AGENDA ITEM # 60July 1, 1997\*

Discuss pending litigation: John Perr et ux vs. Williamson County. (Executive Session requested per VTCA Government Code Section 551.071 pertaining to consultation with attorney)

Those present for Executive Session were Judge Doerfler, Commissioners Heiligenstein, Boatright, Hays and Mehevec along with County Attorney Gene Taylor and First Assistant County Attorney Dale Rye.

The pending litigation of John Perr et ux vs. Williamson County was discussed but no action was taken.

AGENDA ITEM # 61July 1, 1997\*

Discuss and take appropriate action on pending litigation: John Perry et ux vs. Williamson County.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To deny proposal from John Perry and authorize Commissioner Boatright to negotiate a settlement.

Vote: Motion carried 4 - 0 With Commissioner Mehevec absent from the dais

AGENDA ITEM # 62July 1, 1997\*

Discuss sale of certain tracts of Sutton County School Lands, approximately 2,750 acres. (Executive Session requested per VTCA Government Code Section 551.072 pertaining to real property)

Those present for Executive Session were Judge Doerfler, Commissioners Heiligenstein, Boatright, Hays and Mehevec along with County Attorney Gene Taylor and First Assistant County Attorney Dale Rye.

The sale of certain tracts of Sutton County School Lands, approximately 2,750 acres was discussed but no action taken.

AGENDA ITEM # 63July 1, 1997\*

Discuss and take appropriate action on real property: Sutton County School Lands, approximately 2,750 acres.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To authorize Commissioner Boatright to negotiate on Sutton County School Lands.

Vote: Motion carried 4 - 0 With Commissioner Mehevec absent from the dais

AGENDA ITEM # 64July 1, 1997\*

Discuss pending litigation: Gary D. Doyle vs. Corrections corporations of America, Williamson County et al. (Executive Session requested per VTCA Government Code Section 551.071 pertaining to consultation with attorney).

Those present for Executive Session were Judge Doerfler, Commissioners Heiligenstein, Boatright, Hays and Mehevec along with County Attorney Gene Taylor and First Assistant County Attorney Dale Rye.

The pending litigation of Gary D. Doyle vs. Corrections corporations of America, Williamson County et al was discussed but no action taken.

AGENDA ITEM # 65July 1, 1997

\*

Discuss and take appropriate action on pending litigation: Gary D. Doyle vs. Corrections corporations of America, Williamson County et al.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To hire Mark Dietz of Dietz & Associates in the pending litigation of Gary D. Doyle vs. Corrections corporations of America, Williamson County et al.

Vote: Motion carried 4 - 0 With Commissioner Mehevec absent from the dais

**COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 12:07 P.M. A.M. ON TUESDAY, JULY 1, 1997.**

AGENDA ITEM # 66July 1, 1997

\*

Hear comments from commissioners.

Judge Doerfler commented on the success of the department head meeting held on Friday, June 27, 1997.

AGENDA ITEM # 67July 1, 1997

\*

Consider approving contract with State of Wyoming on housing prisoners in Taylor facility.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve contract with State of Wyoming on housing prisoners in Taylor facility.

Vote: Motion carried 5 - 0

**FIRST AMENDMENT TO CONTRACT BETWEEN  
STATE OF WYOMING DEPARTMENT OF CORRECTIONS  
AND WILLIAMSON COUNTY, TEXAS**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Corrections [Agency], whose address is 700 West 21st Street, Cheyenne, Wyoming 82002; and Williamson County, Texas [Contractor], whose principal office is located at 701 N. Main Street, Suite 301, Georgetown, Texas 78626.

2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor which was duly executed on February 20, 1997, and which became effective on that date. The purpose of this amendment is to extend the term of the Contract to continue through June 30, 1998.

3. **Term of the Amendment.** This Amendment shall commence on July 1, 1997, and shall remain in full force and effect until it terminates on June 30, 1998, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute or rule or regulation.

4. **Payment.** Payment shall be made at the same rate and in the same manner as specified in Paragraph 4 of the Contract, in a total amount not to exceed two million dollars (\$2,000,000.00).

5. **Additional Responsibilities of Agency.** The Agency shall make payments in accordance with all terms and conditions of the Contract during the extended term provided by this amendment.

6. **Additional Responsibilities of Contractor.** The Contractor shall perform services in accordance with all terms and conditions of the Contract during the extended term provided by this amendment.


7. **Special Provisions.**

A. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Contract

between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

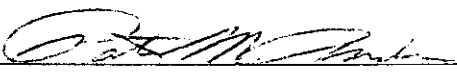
8. **Signatures.** IN WITNESS THEREOF, the parties to this Amendment through their duly authorized representatives have executed this Amendment, known as Amendment One to the Contract between the Agency and the Contractor, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment as set forth herein.

**AGENCY**

  
Judith Uphoff, Director

6-27-97  
Date

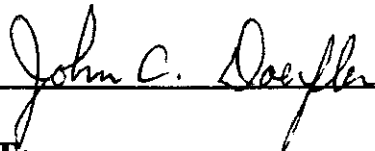
**ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM**

  
Patrick M. Anderson  
Senior Assistant Attorney General

6/27/97  
Date

**CONTRACTOR:**

**WILLIAMSON COUNTY, TEXAS**

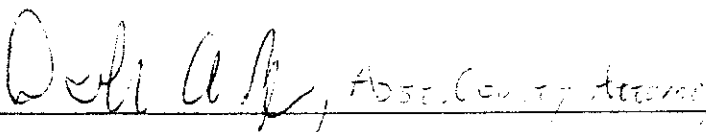
By: 

7-1-97  
Date

**ATTEST:**

\_\_\_\_\_

**REVIEWED BY:**



1 July 1997  
Date



COMMISSIONERS COURT ADJOURNED AT 12:19 P.M. ON TUESDAY, July 1, 1997.

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AGENDA:  
Vol 89 Page 262

**MINUTES**

Vol 89 Page 559

of the

**WILLIAMSON COUNTY ROAD DISTRICT MEETING**

July 1, 1997

THE STATE OF TEXAS                 ) (

COUNTY OF WILLIAMSON ) ( BE IT REMEMBERED that at 12:20 P.M. on this the 1st day of July A.D., 1997, there was begun and holden a SPECIAL SESSION of the Commissioners Court of Williamson County, Texas, pursuant to V.A.C.S. art. 6702-1, acting as ex-officio road commissioners of their respective precincts, the following members being present, to-wit:

JOHN C. DOERFLER, County Judge  
MICHAEL L. HEILIGENSTEIN, Commissioner, Pct. # 1  
GREGORY W. BOATRIGHT, Commissioner, Pct. # 2  
DAVID S. HAYS, Commissioner, Pct. # 3  
Absent.....JERRY L. MEHEVEC, Commissioner, Pct. # 4  
ELAINE BIZZELL, County Clerk

I. July 1, 1997

Read and approve the minutes of the last meeting.

Moved: Judge Doerfler  
Seconded: Commissioner Hays  
Motion: To approve the minutes of the last meeting.  
Vote: Motion carried 4 - 0

II. July 1, 1997 Vol 89 Page

Discuss and take appropriate action on the Southeast Williamson County Road District #1, including but not limited to payment of bills.

No action taken on this agenda item.

III.                                      July 1, 1997                                      Vol 89 Page 559

Discuss and take appropriate action on the **Southwest Williamson County Road District # 1**, including, but not limited to payment of bills.

No action taken on this agenda item.

IV.                                      July 1, 1997                                      Vol 89 Page 559

Discuss and take appropriate action on the **Northeast** Williamson County Road District # 1, including, but not limited to payment of bills.

No action taken on this agenda item.

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V. July 1, 1997 Vol 89 Page 559

Consider authorizing release of lien for any properties in district which have paid assessment in full.

Moved: Judge Doerfler  
Seconded: Commissioner Heiligenstein  
Motion: To authorize release of lien for Maconda Park Section 1, Lot 3 in the Southwest Williamson County Road District.  
Vote: Motion carried 5 - 0

< Clerk copy here > NWRD

RELEASE OF LIEN

Date: July 1, 1997

**Assessment Lien:**

Date: January 1, 1993

Original Amount: \$26,997.49

Payor: Maconda Park Joint Venture

Payee: SOUTHWEST WILLIAMSON COUNTY ROAD DISTRICT NO. 1

Date of Maturity: as therein provided

**Holder of Lien:** SOUTHWEST WILLIAMSON COUNTY ROAD DISTRICT NO. 1

**Holder's Mailing Address (including county):**

SOUTHWEST WILLIAMSON COUNTY ROAD DISTRICT NO. 1  
County Judge  
Williamson County Courthouse  
Georgetown, Williamson County, Texas 78627

**Lien is Described in the Following Documents:**

The above-described assessment lien was imposed against the real property described below by an Assessment Order adopted by the Board of Directors of the Southwest Williamson County Road District No.1 dated June 28, 1993, as found in Volume 59, Page 640 of the Williamson County Commissioner's Court minutes. Said assessment lien was validated on August 30, 1993 in Cause No. 93-197-C277 in the 277th Judicial District Court of Williamson County, Texas.

**Property (including any improvements) Subject to Lien:**

Lot 3, Section 1, MACONDA PARK EAST, a subdivision in Williamson County, Texas, as recorded in Cabinet 0, Slide46/47, Plat Records, Williamson County, Texas.

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Holder of the note and lien acknowledges its payment and releases the property from the lien and from all liens held by Holder of the note and lien without regard to how they were created or evidenced.

Holder of the note and lien expressly releases all present and future rights to establish or enforce the lien as security for the payment of any future or other advances.

When the context requires, singular nouns and pronouns include the plural.

SOUTHWEST WILLIAMSON COUNTY  
ROAD DISTRICT NO. 1

By: John C. Doerfler 7-1-97  
Printed Name: John C. Doerfler  
Title: County Judge

# ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on July 1, 1997, by John Doerfler, County Judge, sitting as Director of Southwest Williamson County Road District No.1, a political subdivision of the State of Texas, on behalf of said political subdivision.

Jane E. Tabler  
Notary Public, State of Tx  
Printed Name: Jane E. Tabler  
My Commission Expires: 4-29-98

PREPARED IN THE OFFICE OF:

Brown McCarrol Sheets & Crossfield,  
L.L.P.  
309 E. Main St.  
Round Rock, Texas 78664

AFTER RECORDING RETURN TO:

Brown McCarrol Sheets & Crossfield,  
L.L.P.  
309 E. Main St.  
Round Rock, Texas 78664

THE ROAD DISTRICT COURT ADJOURNED AT 12:35 P.M. ON TUESDAY, JULY 1, 1997.

THE FOREGOING MINUTES in Volume 89 on pages                      through                      , inclusive, had at a Special/Regular Session of the Commissioners Court of Williamson County, Texas having been read are hereby approved this                      day of 1997.

John C. Doerfler  
John C. Doerfler, County Judge

ATTEST: Elaine Bizzell, Clerk County Court & Ex-officio Clerk,  
Commissioners Court, Williamson County, Texas

by: Debbie Key  
Deputy Clerk

## PROPOSAL &amp; BID SCHEDULE

Date: 6-30-97

Williamson County Commissioners' Court  
c/o County Judge  
Georgetown, Texas 78626

Dear Sir:

The undersigned, in compliance with your invitation for bids for construction of Bridge Project, Little Mustang Creek at County Road No. 101 in Williamson County, having examined the plans and specifications with related documents, and having visited the site of the proposed work, hereby proposes to furnish all labor, material, apparatus, machinery, tools and supplies to construct the project in accordance with the Contract Documents within the time set forth herein and at the prices stated in the following Bid Items in the respective Proposals:

I (WE) acknowledge receipt of Addendum No. 12.

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**BID SCHEDULE**  
 for  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
 AT  
**COUNTY ROAD NO. 101**

<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
1.	40'-60'-40' Span, prestressed concrete beam bridge, with abutment bents, interior bents, columns, railing, drilled shafts, concrete approach slabs, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>-0-</u>	\$ <u>7100<sup>00</sup></u>	\$ <u>7100<sup>00</sup></u>
b.	Mobilization	\$ <u>1500<sup>00</sup></u>	\$ <u>2000<sup>00</sup></u>	\$ <u>3500<sup>00</sup></u>
c.	Sitework	\$ <u>300<sup>00</sup></u>	\$ <u>200<sup>00</sup></u>	\$ <u>500<sup>00</sup></u>
d.	Structural Excavation	\$ <u>400<sup>00</sup></u>	\$ <u>200<sup>00</sup></u>	\$ <u>600<sup>00</sup></u>
e.	Reinforced Concrete	\$ <u>65000<sup>00</sup></u>	\$ <u>134000<sup>00</sup></u>	\$ <u>199000<sup>00</sup></u>
f.	Miscellaneous Metals	\$ <u>1000<sup>00</sup></u>	\$ <u>5000<sup>00</sup></u>	\$ <u>6000<sup>00</sup></u>
g.	Trench/Shoring Safety	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
	Total Labor	\$ <u>68200<sup>00</sup></u>		
	Total Material		\$ <u>148500<sup>00</sup></u>	
	Total Amount			\$ <u>216700<sup>00</sup></u>
2.	Concrete retaining walls, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>-0-</u>	\$ <u>5100<sup>00</sup></u>	\$ <u>5100<sup>00</sup></u>
b.	Mobilization	\$ <u>500<sup>00</sup></u>	\$ <u>1500<sup>00</sup></u>	\$ <u>2000<sup>00</sup></u>
c.	Sitework	\$ <u>1200<sup>00</sup></u>	\$ <u>800<sup>00</sup></u>	\$ <u>2000<sup>00</sup></u>

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**BID SCHEDULE**  
**for**  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
**AT**  
**COUNTY ROAD NO. 101**  
**(continued)**

<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
d.	Structural Excavation	\$ <u>1600<sup>00</sup></u>	\$ <u>1100<sup>00</sup></u>	\$ <u>2700<sup>00</sup></u>
e.	Reinforced Concrete	\$ <u>40000<sup>00</sup></u>	\$ <u>60000<sup>00</sup></u>	\$ <u>100000<sup>00</sup></u>
f.	Miscellaneous Metals	\$ <u>-0-</u>	\$ <u>-0-</u>	\$ <u>-0-</u>
g.	Trench/Shoring Safety	\$ <u>200<sup>00</sup></u>	\$ <u>800<sup>00</sup></u>	\$ <u>1000<sup>00</sup></u>
	Total Labor	\$ <u>43500<sup>00</sup></u>		
	Total Material		\$ <u>69300<sup>00</sup></u>	
	Total Amount			\$ <u>112800<sup>00</sup></u>
3.	Roadway approaches to subgrade elevation and channel work, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>-0-</u>	\$ <u>7000<sup>00</sup></u>	\$ <u>7000<sup>00</sup></u>
b.	Mobilization	\$ <u>5000<sup>00</sup></u>	\$ <u>14000<sup>00</sup></u>	\$ <u>19000<sup>00</sup></u>
c.	Sitework	\$ <u>42000<sup>00</sup></u>	\$ <u>170000<sup>00</sup></u>	\$ <u>212000<sup>00</sup></u>
	Total Labor	\$ <u>47000<sup>00</sup></u>		
	Total Material		\$ <u>191000<sup>00</sup></u>	
	Total Amount			\$ <u>238000<sup>00</sup></u>
4.	Metal beam guard fence, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>-0-</u>	\$ <u>800<sup>00</sup></u>	\$ <u>800<sup>00</sup></u>
b.	Mobilization	\$ <u>200<sup>00</sup></u>	\$ <u>800<sup>00</sup></u>	\$ <u>1000<sup>00</sup></u>
c.	M.B.G.F.	\$ <u>5000<sup>00</sup></u>	\$ <u>17000<sup>00</sup></u>	\$ <u>22000<sup>00</sup></u>

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**BID SCHEDULE  
for  
BRIDGE PROJECT  
LITTLE MUSTANG CREEK  
AT  
COUNTY ROAD NO. 101  
(continued)**

Item No.	Description	Scheduled Labor	Value Material	Total Amount
	Total Labor	\$ 5200 <sup>00</sup>		
	Total Material		\$ 18600 <sup>00</sup>	
	Total Amount			\$ 23800 <sup>00</sup>
TOTAL LABOR ALL ITEMS:		\$ 163900 <sup>00</sup>		
TOTAL MATERIAL ALL ITEMS:			\$ 427400 <sup>00</sup>	
TOTAL AMOUNT ALL ITEMS:				\$ 591300 <sup>00</sup>

Five Hundred Ninety One Thousand Three Hundred & No Cents \$591300<sup>00</sup>

Unit price per vertical foot for extra depth of 30" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 70<sup>00</sup>

Unit price per vertical foot for extra depth of 18" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 40<sup>00</sup>

The undersigned CONTRACTOR agrees and pledges to complete the work in full for Williamson County within 120 calendar days from the "Notice to Proceed". The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for 5% GAB dollars (\$ ), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed, telegraphed or delivered:

3532 Bee Caves Rd. #110  
Austin, Texas 78746

Mailing Address:

327-7122 / 512  
Telephone Area Code

Jay-Reese Contractors, Inc.  
Contractor

By: [Signature]  
President  
Title



**Amwest Surety Insurance Company**

WOODLAND HILLS, CALIFORNIA

BOND NO.: 0000713710

PREMIUM: \_\_\_\_\_

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

## PUBLIC WORKS BID BOND

Know all men by these presents:

That we, JAY-REESE CONTRACTORS, INC.

(hereinafter called Principal), as Principal, and **AMWEST SURETY INSURANCE COMPANY**, a corporation (hereinafter called Surety), organized and existing under the laws of the State of California and authorized to transact a general surety business in the State of

TEXAS

, as Surety, are held and firmly bound unto \_\_\_\_\_

WILLIAMSON COUNTY

(hereinafter called Obligor) in the penal sum of FIVE percent (.5 %) of the bid amount, but in no event to exceed

GREATEST AMOUNT BID

Dollars (\$ GAB )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that, whereas the Principal has

submitted or is about to submit a proposal to the Obligor on a contract for BRIDGE PROJECT, LITTLE MUSTANG CREEK

AT COUNTY ROAD NO. 101, TAYLOR, TX

NOW, THEREFORE, if the contract is awarded to the Principal and the Principal has within such time as may be specified, entered into the contract in writing, and provided a bond, with surety acceptable to the Obligor for the faithful performance of the contract; or if the Principal shall fail to do so, pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in the bid and such larger amount for which the Obligor may in good faith contract with another party to perform the work covered by the bid, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED THIS 30TH DAY OF JUNE 1997.

JAY-REESE CONTRACTORS INC.  
(Print or type name of Principal)

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

(Signature of Principal)



**AMWEST SURETY INSURANCE COMPANY**

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

Attorney-in-Fact

**314**

# LIMITED POWER OF ATTORNEY

## Amwest Surety Insurance Company

EXPIRATION DATE **4-07-99**POWER NUMBER **0000713710****READ CAREFULLY**

This document is printed on white paper containing the artificial watermarked logo ( ) of Amwest Surety Insurance Company (the "Company") on the front and brown security paper on the back. Only unaltered originals of the POA are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of California and is only valid until the expiration date. The Company shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (210) 342-0007.

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation (the "Company"), does hereby make, constitute and appoint:  
**GARY GRISSOM**  
**RANDY REYNOLDS**  
**SHELLA NOXON**  
 AS EMPLOYEES OF TEXAS ASSOCIATES

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follow:

**Bid Bonds up to \$\*\*1,000,000.00**  
**Contract (Performance & Payment), Court, Subdivision \$\*\*2,500,000.00**  
**License & Permit Bonds up to \$\*\*\*\*\*50,000.00**  
**Miscellaneous Bonds up to \$\*\*\*\*\*50,000.00**  
**Small Business Administration Guaranteed Bonds up to \$\*\*\*\*500,000.00**

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of the Company, are now in full force and effect.

Bond No. 0000713710 Signed & sealed this 30TH day of JUNE, 1997

*Karen G. Cohen*  
 Karen G. Cohen, Secretary

\*\*\*\*\* RESOLUTIONS OF THE BOARD OF DIRECTORS \*\*\*\*\*  
 This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 14, 1995:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

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

IN WITNESS WHEREOF, Amwest Surety Insurance Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 14th day of December, 1995.

*John E. Savage*  
 John E. Savage, President

*Karen G. Cohen*  
 Karen G. Cohen, Secretary

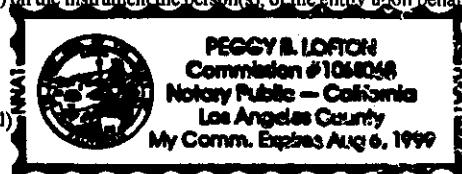
State of California  
 County of Los Angeles

On December 14, 1995 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Peggy B. Lofton*  
 Peggy B. Lofton, Notary Public

(Seal)



**Amwest**

6320 Canoga Avenue, Post Office Box 4500, Woodland Hills, CA 91365-4500, (818) 704-1111

PROPOSAL & BID SCHEDULE

Date: July 1, 1997

Williamson County Commissioners' Court  
c/o County Judge  
Georgetown, Texas 78626

Dear Sir:

The undersigned, in compliance with your invitation for bids for construction of Bridge Project, Little Mustang Creek at County Road No. 101 in Williamson County, having examined the plans and specifications with related documents, and having visited the site of the proposed work, hereby proposes to furnish all labor, material, apparatus, machinery, tools and supplies to construct the project in accordance with the Contract Documents within the time set forth herein and at the prices stated in the following Bid Items in the respective Proposals:

I (WE) acknowledge receipt of Addendum No. 1, 2.

BID SCHEDULE  
for  
BRIDGE PROJECT  
LITTLE MUSTANG CREEK  
AT  
COUNTY ROAD NO. 101

VOL 0089 PAGE 571

Item No.	Description	Scheduled Labor	Value Material	Total Amount
1.	40'-60'-40' Span, prestressed concrete beam bridge, with abutment bents, interior bents, columns, railing, drilled shafts, concrete approach slabs, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>4,000<sup>00</sup></u>	\$ <u>—</u>	\$ <u>4,000<sup>00</sup></u>
b.	Mobilization	\$ <u>500<sup>00</sup></u>	\$ <u>—</u>	\$ <u>500<sup>00</sup></u>
c.	Sitework	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
d.	Structural Excavation	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
e.	Reinforced Concrete	\$ <u>119,800<sup>00</sup></u>	\$ <u>62,000<sup>00</sup></u>	\$ <u>181,800<sup>00</sup></u>
f.	Miscellaneous Metals	\$ <u>1,200<sup>00</sup></u>	\$ <u>4,000<sup>00</sup></u>	\$ <u>5,200<sup>00</sup></u>
g.	Trench/Shoring Safety	\$ <u>500<sup>00</sup></u>	\$ <u>—</u>	\$ <u>500<sup>00</sup></u>
	Total Labor	\$ <u>126,000<sup>00</sup></u>		
	Total Material		\$ <u>66,000<sup>00</sup></u>	
	Total Amount			\$ <u>192,000<sup>00</sup></u>
2.	Concrete retaining walls, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>2,000<sup>00</sup></u>	\$ <u>—</u>	\$ <u>2,000<sup>00</sup></u>
b.	Mobilization	\$ <u>500<sup>00</sup></u>	\$ <u>—</u>	\$ <u>500<sup>00</sup></u>
c.	Sitework	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>

**BID SCHEDULE**  
for  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
**AT**  
**COUNTY ROAD NO. 101**  
(continued)

<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
d.	Structural Excavation	\$ <u>1,500<sup>00</sup></u>	\$ <u>—</u>	\$ <u>1,500<sup>00</sup></u>
e.	Reinforced Concrete	\$ <u>73,500<sup>00</sup></u>	\$ <u>21,000<sup>00</sup></u>	\$ <u>94,500<sup>00</sup></u>
f.	Miscellaneous Metals	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
g.	Trench/Shoring Safety	\$ <u>500<sup>00</sup></u>	\$ <u>—</u>	\$ <u>500<sup>00</sup></u>
	Total Labor	\$ <u>78,000<sup>00</sup></u>		
	Total Material		\$ <u>21,000<sup>00</sup></u>	
	Total Amount			\$ <u>99,000<sup>00</sup></u>
3.	Roadway approaches to subgrade elevation and channel work, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>2,200<sup>00</sup></u>	\$ <u>—</u>	\$ <u>2,200<sup>00</sup></u>
b.	Mobilization	\$ <u>1,500<sup>00</sup></u>	\$ <u>—</u>	\$ <u>1,500<sup>00</sup></u>
c.	Sitework	\$ <u>115,000<sup>00</sup></u>	\$ <u>—</u>	\$ <u>115,000<sup>00</sup></u>
	Total Labor	\$ <u>118,700<sup>00</sup></u>		
	Total Material		\$ <u>—</u>	
	Total Amount			\$ <u>118,700<sup>00</sup></u>
4.	Metal beam guard fence, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>500<sup>00</sup></u>	\$ <u>—</u>	\$ <u>500<sup>00</sup></u>
b.	Mobilization	\$ <u>—</u>	\$ <u>—</u>	\$ <u>—</u>
c.	M.B.G.F.	\$ <u>12,750<sup>00</sup></u>	\$ <u>11,250<sup>00</sup></u>	\$ <u>24,000<sup>00</sup></u>

BID SCHEDULE  
 for  
 BRIDGE PROJECT  
 LITTLE MUSTANG CREEK  
 AT  
 COUNTY ROAD NO. 101  
 (continued)

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Item No.	Description	Scheduled Labor	Value Material	Total Amount
	Total Labor	\$13,250 <sup>00</sup>		
	Total Material		\$11,250 <sup>00</sup>	
	Total Amount			\$24,500 <sup>00</sup>
TOTAL LABOR ALL ITEMS:		\$335,950 <sup>00</sup>		
TOTAL MATERIAL ALL ITEMS:			\$98,250 <sup>00</sup>	
TOTAL AMOUNT ALL ITEMS:				\$434,200 <sup>00</sup>

FOUR HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED \$ NO/100 \$434,200<sup>00</sup>  
 (Amount in Words)

Unit price per vertical foot for extra depth of 30" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 70<sup>00</sup>

Unit price per vertical foot for extra depth of 18" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 45<sup>00</sup>



The undersigned CONTRACTOR agrees and pledges to complete the work in full for Williamson County within 120 calendar days from the "Notice to Proceed". The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for \_\_\_\_\_ dollars (\$ \_\_\_\_\_), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed, telegraphed or delivered:

P.O. DRAWER 1136

GEORGETOWN, TX 70627-1136

Mailing Address:

930-1155

Telephone

512

Area Code

ROGERS CONSTRUCTION COMPANY

Contractor

By: Randall C. Rogers

VICE PRESIDENT

Title

Bid Bond

Bond Number .....

Know All Men By These Presents:

That ... ROGERS CONSTRUCTION COMPANY  
P O DRAWER 1136 ..... of ... GEORGETOWN, TX  
....., as Principal, and the other undersigned, as Surety, are  
held and firmly bound unto ..... WILLIAMSON COUNTY  
.....  
as Oblige, in the full and just sum of ... FIVE (5%) PERCENT OF THE GREATEST AMOUNT BID-----  
----- (5%GAB) ----- Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal is herewith submitting its proposal FOR CONSTRUCTION OF BRIDGE PROJECT,  
LITTLE MUSTANG CREEK AT COUNTY ROAD NO. 101

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said  
Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the  
performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will  
pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the  
Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event  
shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered JULY 1, 1997 .....  
(Date)

FRANK SIDDONS INSURANCE  
P. O. BOX 2125  
AUSTIN, TX 78768

ROGERS CONSTRUCTION COMPANY ..... (Seal)  
Randall C. Rogers ..... (Seal)  
Fidelity and Guaranty Insurance Underwriters, Inc.  
(a Wisconsin Corporation)  
Jinda C. Rogers .....  
Attorney-in-fact

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**Fidelity and Guaranty Insurance Underwriters, Inc.****Power of Attorney**No. 515

Know all men by these presents: That **Fidelity and Guaranty Insurance Underwriters, Inc.**, a corporation organized and existing under the laws of the State of Wisconsin and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Robert C. Siddons, Steven B. Siddons, Bettye Ann Rogers, Robert C. Fricke, Linda Couey, Douglas J. Wealty and James F. Siddons**

of the City of Austin, State of Texas its 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 Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertaking required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **Fidelity and Guaranty Insurance Underwriters, Inc.** has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 6th day of September, A.D. 19 96.

**Fidelity and Guaranty Insurance Underwriters, Inc.**

(Signed)

By

Vice President

(Signed)

By

Assistant Secretary

State of Maryland )

SS:

Baltimore City )

On this 6th day of September, A.D. 19 96, before me personally came Gary A. Wilson, Vice President of Fidelity and Guaranty Insurance Underwriters, Inc., and Thomas J. Fitzgerald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas J. Fitzgerald were respectively the Vice President and the Assistant Secretary of the said Fidelity and Guaranty Insurance Underwriters, Inc., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 19 98

(Signed)

By

Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **Fidelity and Guaranty Insurance Underwriters, Inc.** September 24, 1992:

**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 an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the 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 in and attesting bonds and undertakings and other writings obligatory in the nature thereof, and, unless subsequently revoked 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.

**Resolved**, That Attorney(s)-in-Fact shall have the power and authority, unless subsequently revoked and, in any case, subject to the terms and limitations of the Power of Attorney issued to 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 J. Fitzgerald, an Assistant Secretary of the **Fidelity and Guaranty Insurance Underwriters, Inc.**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the **Fidelity and Guaranty Insurance Underwriters, Inc.** do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the **Fidelity and Guaranty Insurance Underwriters, Inc.** on this 1st day of July, 19 97



Assistant Secretary

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## PREQUALIFICATION OF BIDDER

1. Name of Bidder: ROGERS CONSTRUCTION COMPANY
2. Permanent main office address and telephone number.  
P O. Drawer 1136, 4915 IH 35 South, Georgetown, Texas 78627-1136 512/930-1155
3. When organized. June 1977
4. If a corporation, where incorporated. Texas
5. How many years have you been engaged in the contracting business under your present firm or trade name? 20 Years
6. Contracts on hand: (Schedule these, showing amount of each contract and the approximate amounts of contract). See Attached
7. General character of work performed by your company.  
Excavation, Underground Utilities, Site Work, Highway Construction
8. Have you ever failed to complete work awarded to you? If so, where and why?  
No
9. Have you ever defaulted on a contract: If so, where and why?  
No
10. List the more important projects recently completed by your company (six most recent), stating the approximate costs for each, and the month and year completed.  
See Attached
11. List your major equipment available for this contract.  
See Attached
12. Experience in construction work similar in importance to this project.  
See Attached
13. Background and experience of the principal members of your organization, including officers.  
See Attached
14. Credit available: \$ 500,000.00
15. Give Bank reference: First Texas Bank, Georgetown, Texas

16. Will you, upon request, fill out a detailed financial statement, and furnish any other pertinent information that may be required by the Owner?

Yes

17. The undersigned hereby authorizes and requests any person, firms or corporations to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Name: Randall C. Regan

Date: 7-1-97

Title: VICE PRESIDENT

Rogers Construction Company  
P.O. Drawer 1136  
Georgetown, Texas 78627-1136

CONTRACTS ON HAND		AMOUNT
<hr/>		
1)	Sun City - Administration Bldg.	\$ 540,800.00
2)	Block House Creek, Phase C, Section 1 Water, Wastewater and Drainage Improvements	\$ 397,940.30
3)	Block House Creek, Phase C, Section 1 Street Improvements	\$ 237,965.40
4)	Picadilly Ridge, Phase 3, Section 1	\$ 388,355.60
5)	Willow Run, Section 7, Phase 1, 2 & 3	\$826,636.36
6)	San Marcos Polo Store Addition	\$ 26,495.00
7)	Picadilly Ridge, Phase 3, Section 2	\$554,566.69
8)	Willow Run, Section 10B	\$512,533.03

Rogers Construction Company  
P.O. Drawer 1136  
Georgetown, Texas 78627-1136

**LIST OF JOBS RECENTLY COMPLETED**

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1) Remington Heights - Phase 1-A	\$701,279.85	Milburn Investments 4515 Seton Center Parkway Suite 200 Austin, Texas 78759
2) Texas Heritage Bank - Cedar Park	\$135,955.05	Furman Irrevocable Trust c/o Robert Wunsch, Agent 30444 Berry Creek Dr. Georgetown, Texas 78628
3) River Bend '96	\$506,460.45	Parker Development Co, LTD 2950 Williams Dr. Georgetown, Texas 78628
4) Fountainwood Estates, Phase 6B	\$132,129.90	Ross W. Hester, Elizabeth R. Hester, & Max D. Allen A Texas General Partnership DBA Fountainwood Estates 1000 Fountainwood Drive Georgetown, Texas 78628
5) Federal Express	\$395,019.00	Workman Construction 11777 Katy Frwy, Suite 220 Houston, Texas 77079
6) Xycarb Ceramics, U.S.A.	\$244,619.80	Dorsey Construction Co. P.O. Box 314 Georgetown, Texas 78627

**RESUME**

Name: W. Ray Rogers

Address: P.O. Box 399  
Nolanville, Texas 76559  
(512) 930-1155

Experience: 46 Years in General and Heavy Construction

Employment: Rogers Construction Company  
President  
March 92 to Present

Parker and Rogers Construction Company  
Vice President  
1977 to 1992

Robert C. Gray Construction Company  
Vice President  
1965 to 1977

Various other Texas Contractors in Highway-Heavy  
Construction  
1950 to 1965

Skilled and Management Aspects



**RESUME**

Name: Randall C. Rogers

Address: 105 Melanie Cove  
Georgetown, Texas 78628  
(512) 930-1155

Experience: 23 Years in General and Heavy Construction

Employment: Rogers Construction Company  
Estimator and Vice President  
March 92 to Present

Parker and Rogers Construction Company  
Estimator  
1987 to 1992

Triad Utilities, Inc.  
Co-Owner/Secretary  
1985 to 1987

Parker and Rogers Construction Company  
Foreman  
1977 to 1985

Robert C. Gray Construction Company  
Part-time while in school  
1974 to 1977

## EQUIPMENT LIST

EQUIP NO.	EQUIPMENT DESCRIPTION	SERIAL NO.	LICENSE NO.
M10	1994 140G MOTOR GRADER	5MDO2533	24M636
M11	1996 140H MOTOR GRADER	2ZK00829	24M721
M12	1997 140H MOTOR GRADER	2ZK2397	
B11	1993 310D JD BACKHOE	T0310DA788927	24M623
B12	1994 310D JD BACKHOE	T0310DA801553	24M637
B13	1995 310D JD BACKHOE	T0310DA814582	24M727
E2	235 CAT EXCAVATOR	32K1650	
E8	PC200LC-5 KOMATSU EXCAVATOR	A70155	
E9	1994 - PC400 LC-5 KOMATSU EXCAVATOR	A70960	
E10	1995 - PC300 LC-5 KOMATSU EXCAVATOR	A20606	
E11	1995 - PC200 LC-6 KOMATSU EXCAVATOR	A80716	
E12	1996 - PC220LC-6 KOMATSU EXCAVATOR w/ Teledyne	A82043	
E13	1996 - PC200-6 KOMATSU EXCAVATOR	91036	
S7	1983 615 CAT SCRAPER	46Z842	957M72
D61	D6 CAT DOZER	4X3987	
GR1	GRID ROLLER HYSTER		
PV1	REX PULVI-MIXER	HK292	
R1	1986 TELEDYNE HYDRAULIC BREAKER-RAM	950/87070714	
MISC1	FELCO CONVEYOR BEDDER	206	
SS1	1988 BROCE SWEEPER	T103046	24M728
F1	JOHN DEERE FORKLIFT - MODEL 380	303919	
C2	1984 GOMACO SLIP FORM CONCRETE PAVER	MC-12797-03	
AC7	185 INGERSOLL RAND AIR COMPRESSOR	85957	983M72
AC8	1996 INGERSOLL RAND MOD. P185WJD 185 CFM	263850	24M720
AC9	1996 INGERSOLL RAND MOD. P185WJD 185 CFM	263852	24M719
MC1	P & H CRANE - 15 TON MODEL 155TC	21978	163M73
MC3	1990 P & H CRANE -22 TON, MOD CN122	55722	24M635
SR2	INGERSOLL RAND ROLLER - DA30	5815	
SR6	INGRAM STEEL WHEEL ROLLER	411691E104	
SR9	1996 INGERSOLL RAND SD-100D VIB COMPACTOR	144686	
SR10	1997 INGERSOLL RAND SD-100D VIB COMPACTOR	144693	
PR4	1969 INGRAM PNEUMATIC 11-5400	39973Q22	
PR5	1996 INGERSOLL RAND TIRE ROLLER	144817	24M723
PR6	1996 INGERSOLL RAND TIRE ROLLER	145210	24M722
RT2	RAMMAX P47 COMPACTOR	1654	
RT3	CP 563 COMPACTOR	DIYJOO118	
TL6	1981 - 943 CAT TRACK LOADER	31YO1219	
TL9	1990 - 973 CAT TRACK LOADER	86G01115	
TL11	1992 - 963 CAT TRACK LOADER	021Z04297	

**PUBLIC NOTICE TO BIDDERS**

Notice is hereby given that sealed proposals for the Construction of **Bridge Project, Little Mustang Creek at County Road No. 101** in accordance with the plans and specifications prepared by Steger & Bizzell Engineering, Inc. will be received by the Williamson County Commissioners' Court, Williamson County Courthouse, P.O. Box 18 (corner of Austin Avenue and Eighth Street), Georgetown, Texas 78626 until 10:30 A.M. on July 1, 1997 and then publicly opened and read aloud. Any proposal received after the closing time will be returned unopened.

Proposals shall be delivered in a brown envelope plainly marked with the name and address of the bidder and the words: **"Proposal for Construction of Bridge Project, Little Mustang Creek at County Road No. 101. Bid opening at 10:30 A.M., July 1, 1997."**

A cashier's check, certified check, or acceptable bidder's bond, payable to **Williamson County** in an amount not less than five percent (5%) of the bid must accompany each bid as a guarantee that, if awarded the contract, the bidder will, within ten (10) days of award of contract, enter into a contract and execute bonds on the forms provided in the contract documents. The bidder's deposit shall be forfeited and become the property of the County in case the bidder neglects or refuses to enter into a contract and to furnish bonds acceptable to the County within ten (10) days after a proposal has been accepted.

The bid deposit of all except the three lowest bidders will be returned within five (5) days after the opening of the bids. The bid deposit of the three lowest bidders will be returned within 5 days after the executed contract and required bonds have been finally approved by the County.

All bidders must complete the Bidder's Qualification Statement in the Specifications.

The County reserves the right to reject any or all bids and to waive any and all technicalities or formalities. No bid may be withdrawn for a period of thirty (30) days after opening of bids.

Bid documents for this project will be on file at Steger & Bizzell Engineering, Inc., 1978 S. Austin Avenue, Georgetown, Texas 78626 and may be purchased beginning May 30, 1997 for the non-refundable sum of \$53.63 (\$50.00 plus \$3.63 tax) per set.

The work under this contract includes the construction of a 40'-60'-40' span prestressed bridge and appurtenances for Williamson County.

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Questions regarding this Notice may be directed to Mr. Don H. Bizzell, P.E. at (512) 930-9412.

Dated:

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Jerry Mehevec - Commissioner, Precinct 4

that a written authentication of the telegraphic modification signed by the Bidder was mailed prior to the closing time. The telegram should not reveal either the initial or modified bid price, but should only provide the addition, subtraction or other modification so that the bid prices or terms will not be divulged until the sealed bid is opened. Unless signed, written confirmation is received within twenty-four (24) hours after opening of the bids, no consideration will be given to the telegraphic modification.

#### **IIB-1.5 Withdrawing Bids**

Once actually filed with the authority designated to receive bids, proposals cannot be retracted before the bid opening. Until the time set to open bids; however, a written request for non-consideration of a proposal may be filed with the receiving authority. After all unencumbered bids are opened and read, those proposals for which non-consideration requests have been properly filed may, at the OWNER's option, be returned unopened. Once publicly opened and read aloud, no bid can be withdrawn for a period of thirty (30) days after opening the bids.

#### **IIB-1.6 Bid Security**

No Proposal will be considered unless it is accompanied by a Cashier's Check or Certified Check payable to the OWNER, or an acceptable Bid Bond, in the amount of five percent (5%) of the total bid as evidence of good faith on the part of the Bidder and as a guarantee that if awarded the contract, the Bidder will, within ten (10) days, execute a formal contract and furnish the required insurance and bonds. This bid deposit shall be forfeited and become the property of the OWNER if the Bidder neglects or refuses to enter into contract and to furnish bonds and insurance acceptable to the OWNER within ten (10) days after his proposal is accepted. The bid deposit of the three (3) lowest bidders will be returned within five (5) days after an executed contract has been approved by the OWNER. The bid deposit of all other Bidders will ordinarily be returned promptly after canvass and evaluation of the bids.

#### **IIB-2 Disposition of Bids**

##### **IIB-2.1 Irregular Bids**

Proposals will be considered irregular and may be rejected if they show erasures or improper alteration of words or figures, additions or deletions not called for, uninvited alternate or conditional bids, incomplete bids, or unbalanced values for any bid items.

##### **IIB-2.2 Disqualification of Bidders**

Bidders may be disqualified and their proposals set aside for any cause not in the best interests of the OWNER including, but not limited to, the following reasons:

## PROPOSAL &amp; BID SCHEDULE

Date: JULY 1, 1997

Williamson County Commissioners' Court  
c/o County Judge  
Georgetown, Texas 78626

Dear Sir:

The undersigned, in compliance with your invitation for bids for construction of Bridge Project, Little Mustang Creek at County Road No. 101 in Williamson County, having examined the plans and specifications with related documents, and having visited the site of the proposed work, hereby proposes to furnish all labor, material, apparatus, machinery, tools and supplies to construct the project in accordance with the Contract Documents within the time set forth herein and at the prices stated in the following Bid Items in the respective Proposals:

I (WE) acknowledge receipt of Addendum No. 1. 12/2/92  
2 4/30/97

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BID SCHEDULE  
for  
BRIDGE PROJECT  
LITTLE MUSTANG CREEK  
AT  
COUNTY ROAD NO. 101

Item No.	Description	Scheduled Labor	Value Material	Total Amount
1.	40'-60'-40' Span, prestressed concrete beam bridge, with abutment bents, interior bents, columns, railing, drilled shafts, concrete approach slabs, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>3570</u>	\$ <u>0</u>	\$ <u>3570</u>
b.	Mobilization	\$ <u>10,000</u>	\$ <u>0</u>	\$ <u>10,000</u>
c.	Sitework	\$ <u>1150</u>	\$ <u>0</u>	\$ <u>1150</u>
d.	Structural Excavation	\$ <u>790</u>	\$ <u>0</u>	\$ <u>790</u>
e.	Reinforced Concrete	\$ <u>102,502</u>	\$ <u>59,407</u>	\$ <u>161,909</u>
f.	Miscellaneous Metals	\$ <u>2834</u>	\$ <u>4631</u>	\$ <u>7465</u>
g.	Trench/Shoring Safety	\$ <u>575</u>	\$ <u>0</u>	\$ <u>575</u>
	Total Labor	\$ <u>121,421</u>		
	Total Material		\$ <u>64,038</u>	
	Total Amount			\$ <u>185,459</u>
2.	Concrete retaining walls, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>532</u>	\$ <u>0</u>	\$ <u>532</u>
b.	Mobilization	\$ <u>4800</u>	\$ <u>0</u>	\$ <u>4800</u>
c.	Sitework	\$ <u>700</u>	\$ <u>0</u>	\$ <u>700</u>

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**BID SCHEDULE**  
 for  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
 AT  
**COUNTY ROAD NO. 101**  
 (continued)

<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
d.	Structural Excavation	\$ <u>9000</u>	\$ <u>0</u>	\$ <u>9000</u>
e.	Reinforced Concrete	\$ <u>53000</u>	\$ <u>26000</u>	\$ <u>79000</u>
f.	Miscellaneous Metals	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
g.	Trench/Shoring Safety	\$ <u>250</u>	\$ <u>0</u>	\$ <u>250</u>
	Total Labor	\$ <u>68282</u>		
	Total Material		\$ <u>26000</u>	
	Total Amount			\$ <u>94,282</u>
3.	Roadway approaches to subgrade elevation and channel work, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>1748</u>	\$ <u>0</u>	\$ <u>1748</u>
b.	Mobilization	\$ <u>15000</u>	\$ <u>0</u>	\$ <u>15000</u>
c.	Sitework	\$ <u>89000</u>	\$ <u>0</u>	\$ <u>89000</u>
	Total Labor	\$ <u>105,748</u>		
	Total Material		\$ <u>0</u>	
	Total Amount			\$ <u>105,748</u>
4.	Metal beam guard fence, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>1748</u>	\$ <u>0</u>	\$ <u>1748</u>
b.	Mobilization	\$ <u>200</u>	\$ <u>0</u>	\$ <u>200</u>
c.	M.B.G.F.	\$ <u>7980</u>	\$ <u>18018</u>	\$ <u>25,998</u>

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BID SCHEDULE  
for  
BRIDGE PROJECT  
LITTLE MUSTANG CREEK  
AT  
COUNTY ROAD NO. 101  
(continued)

Item No.	Description	Scheduled Labor	Value Material	Total Amount
-------------	-------------	--------------------	-------------------	-----------------

Total Labor  
Total Material  
Total Amount

\$ 9928

\$ 18018

\$ 27,946

TOTAL LABOR ALL ITEMS:  
TOTAL MATERIAL ALL ITEMS:  
TOTAL AMOUNT ALL ITEMS:

\$ 305,379

\$ 108,056

\$ 413,435

Four Hundred Thirteen Thousand, Four Hundred  
(Amount in Words)

Thirty Five and No/100

\$ 413,435

Unit price per vertical foot for extra depth of 30" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 95.00

Unit price per vertical foot for extra depth of 18" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 65.00

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The undersigned CONTRACTOR agrees and pledges to complete the work in full for Williamson County within 120 calendar days from the "Notice to Proceed". The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for \_\_\_\_\_ dollars (\$ \_\_\_\_\_), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed, telegraphed or delivered:

P O BOX 1057, ROUND ROCK, TX. 78680  
Mailing Address:

244-0600 / 512  
Telephone Area Code

CHASCO CONTRACTING

Contractor

By: 

CHAZ GLACE, C.E.O.

Title

BID ACCEPTED:

TOTAL BID ACCEPTED:

\$ \_\_\_\_\_

ACCEPTANCE RECOMMENDED:  
STEGER & BIZZELL ENG., INC.

By: \_\_\_\_\_  
Don H. Bizzell

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

ACCEPTED:  
WILLIAMSON COUNTY COMMISSIONERS' COURT

By: \_\_\_\_\_  
John Doerfler - County Judge

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

WILLIAMSON COUNTY PRECINCT NO. 4

By: \_\_\_\_\_  
Jerry Mehevec - Commissioner

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

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### III. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder **CHASCO CONTRACTING**
2. Permanent main office address and telephone number **P O BOX 1057, ROUND ROCK, TX. 78680  
512-244-0600**
3. When organized **1979**
4. If a corporation, where incorporated **TEXAS**
5. How many years have you been engaged in the contracting business under your present firm or trade name **16**
6. Contracts on hand: (Schedule these, showing amount of each contract and the approximate anticipated date of completion.)  
**SEE ATTACHED**
7. General character of work performed by your company  
**SEE ATTACHED**
8. Have you ever failed to complete any work awarded to you? If so, where and why?  
**NO**
9. Have you ever defaulted on a contract? If so, where and why?  
**NO**
10. List the more important projects recently completed by your company (six most recent), stating the approximate cost for each, and the month and year completed.  
**SEE ATTACHED**
11. List your major equipment available for this contract  
**SEE ATTACHED**
12. Experience in construction work similar in importance to this project.  
**SEE ATTACHED**
13. Background and experience of the principal members of your organization, including the officers  
**SEE ATTACHED**
14. Credit Available: \$ **NONE REQUIRED**
15. Give bank reference: **NATIONS BANK, MIKE PREHN, 512-397-2125**
16. Will you, upon request, fill out a detailed financial statement, and furnish any other pertinent information that may be required by the OWNER.  
**YES**

17. The undersigned hereby authorizes and requests any person, firms or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at CHASCO CONTRACTING, INC., 1ST day of JULY, 19 97.

CHASCO CONTRACTING

Contractor

By: [Signature]

Title: CHAZ GLACE, C.E.O.

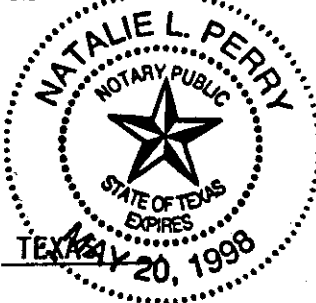
STATE OF TEXAS

COUNTY OF TRAVIS

CHAZ GLACE being duly sworn deposes and says that he is C.E.O. of CHASCO CONTRACTING and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 1ST day of JULY, 19 97

Natalie L. Perry  
Notary Public



In and For TRAVIS County, TEXAS

My Commission expires MAY 20 19 98.

**Bid Bond  
SURETY DEPARTMENT**



**THE HARTFORD**

**BOND NO.** \_\_\_\_\_

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KNOW ALL MEN BY THESE PRESENTS,

That we, **CHASCO CONTRACTING**

hereinafter called the Principal, and the **HARTFORD FIRE INSURANCE COMPANY**, as Principal,  
existing under the laws of the State of **CONNECTICUT**, whose principal office is in **HARTFORD**, a corporation created and  
as Surety, hereinafter called the Surety, are held and firmly bound unto

**WILLIAMSON COUNTY**

as Obligee, hereinafter called the Obligee,

in the sum of **5% OF THE TOTAL AMOUNT BID**

Dollars (\$ -----5%-----),

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

**BRIDGE PROJECT, LITTLE MUSTANG CREEK AT COUNTY ROAD NO. 101**

## HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

## POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

**ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, VIOLET FROSCH  
and NINA SMITH of GIDDINGS, TEXAS**

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind the HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This power of attorney is granted by and under authority of the following provisions:

(1) By-Laws adopted by the Stockholders of the HARTFORD FIRE INSURANCE COMPANY at a meeting duly called and held on the 9th day of March, 1971.

## ARTICLE IV

SECTION 8. The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him.

SECTION 11. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD FIRE INSURANCE COMPANY at a meeting duly called and held on the 12th day of February, 1993.

Resolved, that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

In Witness Whereof, the HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of May, 1995.

Attest:

HARTFORD FIRE INSURANCE COMPANY

*Richard R. Hermanson*  
Richard R. Hermanson  
Secretary



*Paul L. Marabella*  
Paul L. Marabella  
Vice-President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss.

On this 1st day of May, A.D. 1995, before me personally came Paul L. Marabella, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice-President of the HARTFORD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss.



*Jean H. Wozniak*  
Jean H. Wozniak  
Notary Public  
My Commission Expires June 30, 1999

## CERTIFICATE

I, the undersigned, Secretary of the HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore, that the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Hartford.

Dated the 1ST day of JULY 19 97



*Robert L. Post*  
Robert L. Post  
Secretary

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## PROPOSAL &amp; BID SCHEDULE

Date: 7-1-97

Williamson County Commissioners' Court  
c/o County Judge  
Georgetown, Texas 78626

Dear Sir:

The undersigned, in compliance with your invitation for bids for construction of Bridge Project, Little Mustang Creek at County Road No. 101 in Williamson County, having examined the plans and specifications with related documents, and having visited the site of the proposed work, hereby proposes to furnish all labor, material, apparatus, machinery, tools and supplies to construct the project in accordance with the Contract Documents within the time set forth herein and at the prices stated in the following Bid Items in the respective Proposals:

I (WE) acknowledge receipt of Addendum No. 1.

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**BID SCHEDULE**  
for  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
AT  
**COUNTY ROAD NO. 101**

<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
1.	40'-60'-40' Span, prestressed concrete beam bridge, with abutment bents, interior bents, columns, railing, drilled shafts, concrete approach slabs, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>8000</u> -	\$ <u>0</u>	\$ <u>8000</u> -
b.	Mobilization	\$ <u>2000</u> -	\$ <u>0</u>	\$ <u>2000</u> -
c.	Sitework	\$ <u>5000</u> -	\$ <u>3000</u> -	\$ <u>8000</u> -
d.	Structural Excavation	\$ <u>2000</u> -	\$ <u>0</u>	\$ <u>2000</u> -
e.	Reinforced Concrete	\$ <u>101,000</u>	\$ <u>75,000</u> -	\$ <u>176,000</u> -
f.	Miscellaneous Metals	\$ <u>3500</u> -	\$ <u>3500</u> -	\$ <u>7000</u> -
g.	Trench/Shoring Safety	\$ <u>1000</u> -	\$ <u>0</u>	\$ <u>1000</u>
	Total Labor	\$ <u>122,500</u> -		
	Total Material		\$ <u>81,500</u> -	
	Total Amount			\$ <u>204,000</u> -
2.	Concrete retaining walls, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>6000</u> -	\$ <u>0</u>	\$ <u>6000</u> -
b.	Mobilization	\$ <u>2000</u> -	\$ <u>0</u>	\$ <u>2000</u> -
c.	Sitework	\$ <u>10,000</u> -	\$ <u>7,000</u> -	\$ <u>17,000</u>

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**BID SCHEDULE**  
for  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
**AT**  
**COUNTY ROAD NO. 101**  
(continued)

<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
d.	Structural Excavation	\$ <u>2000 -</u>	\$ <u>0</u>	\$ <u>2000 -</u>
e.	Reinforced Concrete	\$ <u>52000 -</u>	\$ <u>43000 -</u>	\$ <u>95000 -</u>
f.	Miscellaneous Metals	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
g.	Trench/Shoring Safety	\$ <u>1000 -</u>	\$ <u>0</u>	\$ <u>1000 -</u>
	Total Labor	\$ <u>73000 -</u>		
	Total Material		\$ <u>50000 -</u>	
	Total Amount			\$ <u>123000 -</u>
3.	Roadway approaches to subgrade elevation and channel work, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>8000 -</u>	\$ <u>0</u>	\$ <u>8000 -</u>
b.	Mobilization	\$ <u>3000 -</u>	\$ <u>0</u>	\$ <u>3000 -</u>
c.	Sitework	\$ <u>133000</u>	\$ <u>0</u>	\$ <u>133000</u>
	Total Labor	\$ <u>144000</u>		
	Total Material		\$ <u>0</u>	
	Total Amount			\$ <u>144000</u>
4.	Metal beam guard fence, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>500</u>	\$ <u>0</u>	\$ <u>500</u>
b.	Mobilization	\$ <u>500</u>	\$ <u>0</u>	\$ <u>500</u>
c.	M.B.G.F.	\$ <u>10700</u>	\$ <u>13200</u>	\$ <u>23900 -</u>

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BID SCHEDULE  
for  
BRIDGE PROJECT  
LITTLE MUSTANG CREEK  
AT  
COUNTY ROAD NO. 101  
(continued)

Item No.	Description	Scheduled Labor	Value Material	Total Amount
	Total Labor	\$ 19700		
	Total Material		\$ 13200	
	Total Amount			\$ 23900
		351,200 -		
	TOTAL LABOR ALL ITEMS:	\$ <del>1700</del>		
	TOTAL MATERIAL ALL ITEMS:		\$ 144,700 -	
	TOTAL AMOUNT ALL ITEMS:			\$ 495,900

FOUR HUNDRED NINETY FIVE THOUSAND, NINE \$ 495,900 -  
(Amount in Words) HUNDRED DOLLARS AND ZERO CENTS.

Unit price per vertical foot for extra depth of 30" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 100-

Unit price per vertical foot for extra depth of 18" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 70-

The undersigned CONTRACTOR agrees and pledges to complete the work in full for Williamson County within 120 calendar days from the "Notice to Proceed". The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for -(BID BOND) dollars (\$ NA ), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed, telegraphed or delivered:

7500 HWY 71 WEST #203  
Mailing Address:

288-5344 / 612  
Telephone Area Code

ROSS CONSTRUCTION, INC.  
Contractor

By: Ned Ross - Pres

NED ROSS, PRESIDENT  
Title

BID ACCEPTED:

TOTAL BID ACCEPTED: \$ \_\_\_\_\_

ACCEPTANCE RECOMMENDED:  
STEGER & BIZZELL ENG., INC.

By: \_\_\_\_\_  
Don H. Bizzell

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

ACCEPTED:  
WILLIAMSON COUNTY COMMISSIONERS' COURT

By: \_\_\_\_\_  
John Doerfler - County Judge

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

WILLIAMSON COUNTY PRECINCT NO. 4

By: \_\_\_\_\_  
Jerry Mehevec - Commissioner

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

# COMMERCIAL INDEMNITY

## Insurance Company

BID BOND

BOND NUMBER BD32873

**KNOW ALL MEN BY THESE PRESENTS:**

THAT ROSS CONSTRUCTION, INC., 7500 HIGHWAY 71 WEST, SUITE 203, AUSTIN, TEXAS 78735 as Principal, and COMMERCIAL INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto WILLIAMSON COUNTY, P.O. BOX 18, GEORGETOWN, TEXAS 78726 as Obligee, in the full and just sum of FIVE (5%) PERCENT OF THE AMOUNT BID lawful money of the United States, 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 is hereby submitting its proposal for BRIDGE REPLACEMENT, LITTLE MUSTANG CREEK AT COUNTY RD.101.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered 27TH day of JUNE, 1997.

ROSS CONSTRUCTION, INC.

PRINCIPAL

By [Signature] (SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By [Signature] (SEAL)  
W. T. RAGSDALE, ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company

P.O. Box 67

Austin, Texas 78741

**COMMERCIAL  
INDEMNITY INSURANCE CO.**

BD32873

POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:**

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 12<sup>th</sup> day of May, 1996, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-In-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Commercial Indemnity Insurance Company does hereby make, constitute and appoint:

**W. T. RAGSDALE**

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The Obligation of the Company shall not exceed one million (\$1,000,000.00) Dollars.

And to bind Commercial Indemnity Insurance company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the Commercial Indemnity Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Commercial Indemnity Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



State of Texas

County of Travis

*Rudy Herzog*  
Rudy Herzog, President

On this 12<sup>th</sup> day of May, in the year 1996, before me Shannon McBride, a notary public, personally appeared Rudy Herzog, personally know to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

*Shannon McBride*



Commission Expires 5-20-98

Shannon McBride, Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of Commercial Indemnity Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked:

Signed and Sealed a the said Company at Austin, Texas dated this 27TH day of JUNE, 1997



*Paul Cameron*  
Paul Cameron, Secretary

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# COMMERCIAL INDEMNITY

**Insurance Company**  
(formerly Commercial Lloyd's Insurance Company)

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may **contact Rudy Herzog**, President of Operations, whose **direct dial number is 512-444-7776**. You may also **fax** us information at **512-440-0989**. You may also **call** Commercial Indemnity Insurance Company's **toll-free** telephone number for information or to make a complaint at:

**1-800-234-8046**

You may also **write** to Commercial Indemnity Insurance Company : 1507 South IH-35, Austin, Texas 78741.

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

**1-800-252-3439**

You may also write the Texas Department of Insurance: P.O. Box 149104, Austin, Texas 78714-9104, Fax 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 of condition of the attached document.



PROPOSAL & BID SCHEDULE

Date: JULY 1, 1997

Williamson County Commissioners' Court  
c/o County Judge  
Georgetown, Texas 78626

Dear Sir:

The undersigned, in compliance with your invitation for bids for construction of Bridge Project, Little Mustang Creek at County Road No. 101 in Williamson County, having examined the plans and specifications with related documents, and having visited the site of the proposed work, hereby proposes to furnish all labor, material, apparatus, machinery, tools and supplies to construct the project in accordance with the Contract Documents within the time set forth herein and at the prices stated in the following Bid Items in the respective Proposals:

I (WE) acknowledge receipt of Addendum No. 42

**BID SCHEDULE**  
**for**  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
**AT**  
**COUNTY ROAD NO. 101**

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Item No.	Description	Scheduled Labor	Value Material	Total Amount
1.	40'-60'-40' Span, prestressed concrete beam bridge, with abutment bents, interior bents, columns, railing, drilled shafts, concrete approach slabs, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ —	\$ 3,868 <sup>76</sup>	\$ 3,868 <sup>76</sup>
b.	Mobilization	\$ 16,787 <sup>24</sup>	\$ —	\$ 16,787 <sup>24</sup>
c.	Sitework	\$ 2,200 <sup>00</sup>	\$ 300 <sup>00</sup>	\$ 2,500 <sup>00</sup>
d.	Structural Excavation	\$ 4,500 <sup>00</sup>	\$ 500 <sup>00</sup>	\$ 5,000 <sup>00</sup>
e.	Reinforced Concrete	\$ 100,132 <sup>66</sup>	\$ 53,917 <sup>59</sup>	\$ 154,050 <sup>25</sup>
f.	Miscellaneous Metals	\$ 12,175 <sup>40</sup>	\$ 5,996 <sup>84</sup>	\$ 18,172 <sup>24</sup>
g.	Trench/Shoring Safety	\$ 1,687 <sup>50</sup>	\$ 812 <sup>50</sup>	\$ 2,500 <sup>00</sup>
	Total Labor	\$ 137,482 <sup>80</sup>		
	Total Material		\$ 65,395 <sup>69</sup>	
	Total Amount			\$ 202,878 <sup>49</sup>
2.	Concrete retaining walls, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ —	\$ 1,336 <sup>08</sup>	\$ 1,336 <sup>08</sup>
b.	Mobilization	\$ 6,761 <sup>97</sup>	\$ —	\$ 6,761 <sup>97</sup>
c.	Sitework	\$ 700 <sup>00</sup>	\$ 300 <sup>00</sup>	\$ 1,000 <sup>00</sup>

BID SCHEDULE  
for  
BRIDGE PROJECT  
LITTLE MUSTANG CREEK  
AT  
COUNTY ROAD NO. 101  
(continued)

Item No.	Description	Scheduled Labor	Value Material	Total Amount
d.	Structural Excavation	\$ <u>7,000<sup>00</sup></u>	\$ <u>500<sup>00</sup></u>	\$ <u>7,500<sup>00</sup></u>
e.	Reinforced Concrete	\$ <u>41,102<sup>59</sup></u>	\$ <u>22,721<sup>31</sup></u>	\$ <u>63,823<sup>90</sup></u>
f.	Miscellaneous Metals	\$ <u>1,260<sup>00</sup></u>	\$ <u>740<sup>00</sup></u>	\$ <u>2,000<sup>00</sup></u>
g.	Trench/Shoring Safety	\$ <u>2,000<sup>00</sup></u>	\$ <u>500<sup>00</sup></u>	\$ <u>2,500<sup>00</sup></u>
	Total Labor	\$ <u>58,824<sup>59</sup></u>		
	Total Material		\$ <u>26,097<sup>39</sup></u>	
	Total Amount			\$ <u>84,921<sup>95</sup></u>
3.	Roadway approaches to subgrade elevation and channel work, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>—</u>	\$ <u>2,874<sup>57</sup></u>	\$ <u>2,874<sup>57</sup></u>
b.	Mobilization	\$ <u>14,548<sup>34</sup></u>	\$ <u>—</u>	\$ <u>14,548<sup>34</sup></u>
c.	Sitework	\$ <u>157,021<sup>82</sup></u>	\$ <u>8,264<sup>31</sup></u>	\$ <u>165,286<sup>18</sup></u>
	Total Labor	\$ <u>171,570<sup>21</sup></u>		
	Total Material		\$ <u>11,138<sup>88</sup></u>	
	Total Amount			\$ <u>182,709<sup>09</sup></u>
4.	Metal beam guard fence, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>—</u>	\$ <u>420<sup>59</sup></u>	\$ <u>420<sup>59</sup></u>
b.	Mobilization	\$ <u>2,128<sup>64</sup></u>	\$ <u>—</u>	\$ <u>2,128<sup>64</sup></u>
c.	M.B.G.F.	\$ <u>15,913<sup>00</sup></u>	\$ <u>8,270<sup>88</sup></u>	\$ <u>24,183<sup>88</sup></u>

BID SCHEDULE  
 for  
 BRIDGE PROJECT  
 LITTLE MUSTANG CREEK  
 AT  
 COUNTY ROAD NO. 101  
 (continued)

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Item No.	Description	Scheduled Labor	Value Material	Total Amount
	Total Labor	\$ 18,041 <sup>64</sup>		
	Total Material		\$ 8,691 <sup>47</sup>	
	Total Amount			\$ 26,733 <sup>11</sup>

TOTAL LABOR ALL ITEMS:	\$ 385,919 <sup>21</sup>		
TOTAL MATERIAL ALL ITEMS:		\$ 111,323 <sup>43</sup>	
TOTAL AMOUNT ALL ITEMS:			\$ 497,242 <sup>64</sup>

FOUR HUNDRED NINETY SEVEN THOUSAND  
 TWO HUNDRED FORTY TWO DOLLARS AND SIXTY FOUR CENTS  
 (Amount in Words)

\$ 497,242<sup>64</sup>\*

Unit price per vertical foot for extra depth of 30" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 70<sup>00</sup>/LF

Unit price per vertical foot for extra depth of 18" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 50<sup>00</sup>/LF

\* IF IT IS DECIDED THAT PERMANENT OR TEMPORARY EROSION CONTROL  
 (I.E. REVEGETATION, SILT FENCE, ROCK BERM) IS REQUIRED FOR THIS  
 PROJECT, CAPITAL EXCAVATION CO. WOULD REQUEST A CHANGE ORDER  
 AT THAT TIME.

The undersigned CONTRACTOR agrees and pledges to complete the work in full for Williamson County within 120 calendar days from the "Notice to Proceed". The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for \_\_\_\_\_ dollars (\$ \_\_\_\_\_), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed, telegraphed or delivered:

P.O. Box 1301

AUSTIN, TEXAS 78767

Mailing Address:

440-1717 / 512

Telephone

Area Code

CAPITAL EXCAVATION Co.

Contractor

By:

PRESIDENT

Title

RELiance NATIONAL INDEMNITY COMPANY  
PHILADELPHIA, PENNSYLVANIA

RELiance INSURANCE COMPANY  
PHILADELPHIA, PENNSYLVANIA

**BID BOND**

Bond No. \_\_\_\_\_

Approved by the American Institute of Architects, A.I.A. Document No. A310, February 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we CAPITAL EXCAVATION COMPANY  
3901 S. LAMAR, SUITE 260  
AUSTIN, TEXAS 78704

as Principal, hereinafter called the Principal, and RELiance NATIONAL INDEMNITY COMPANY, a Wisconsin corporation, and RELiance INSURANCE COMPANY, a Pennsylvania corporation, as Sureties, hereinafter called the Sureties, are held and firmly bound unto

Williamson County

as Obligee, hereinafter called the Obligee, in the sum of

FIVE PERCENT (5%)

Dollars (\$) ,

for the payment of which sum well and truly to be made, the said Principal and the said Sureties, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The combined aggregate liability of the Sureties shall be limited to the above stated sum.

WHEREAS, the Principal has submitted a bid for

Bridge Project, Little Mustang Creek  
at County Road No. 101

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 sureties 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 30th day of June A.D., 19 97

Stacy Tucker  
Witness

CAPITAL EXCAVATION COMPANY (Seal)  
James E. Bradley  
Principal  
James E. Bradley, President Title

RELiance NATIONAL INDEMNITY COMPANY  
By Kae Gibbons  
KAE GIBBONS Attorney-in-fact

RELiance INSURANCE COMPANY  
By Kae Gibbons  
KAE GIBBONS Attorney-in-fact

**IMPORTANT NOTICE**

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

**YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE  
TO OBTAIN INFORMATION ON COMPANIES, COVERAGE'S,  
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 #512-475-1771**

**PREMIUM OR CLAIM DISPUTES:**

**SHOULD YOU HAVE A DISPUTE CONCERNING YOUR PREMIUM  
OR ABOUT A CLAIM, YOU SHOULD CONTACT THE AGENT OR  
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.**

RELiance SURETY COMPANY  
UNITED PACIFIC INSURANCE COMPANY

RELiance INSURANCE COMPANY  
RELiance NATIONAL INDEMNITY COMPANY

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint John D. Fulkerson, Kas Gibbons, Dennis Dowd, Bill Henry, Doyle Hix, of Dallas, Texas their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

#### ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committees of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this August 15, 1995.



RELiance SURETY COMPANY  
RELiance INSURANCE COMPANY  
UNITED PACIFIC INSURANCE COMPANY  
RELiance NATIONAL INDEMNITY COMPANY

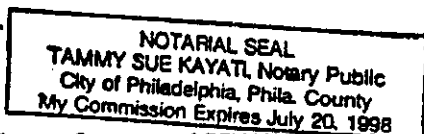
*Charles B. Schmalz*

STATE OF Pennsylvania  
COUNTY OF Philadelphia

} ss.

On this, August 15, 1995, before me, Tammy Sue Kayati, personally appeared Charles B. Schmalz, who acknowledged himself to be the Executive Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.



*Tammy Sue Kayati*  
Notary Public in and for the State of Pennsylvania  
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY 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 still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30 day of June 1997.



*Anita Zippert*  
Secretary





## SITEWORK • HIGHWAY CONTRACTORS

P.O. BOX 1301 AUSTIN, TEXAS 78767 • (512) 440-1717 • FAX (512) 440-0844

## ATTACHMENT "A"

PROJECT: Bridge Project At Little Mustang Creek & County Road No. 101  
 FOR: Mr. Jerry Mehevec, Commissioner Precinct No. 4  
 IN: Williamson County, Texas  
 JOB NO.: 15393.01

## III. STATEMENT OF BIDDER QUALIFICATIONS

1. Name of Bidder: Capital Excavation Company
2. Address: P.O. Box 1301  
Austin, Texas 78767  
512-440-1717 Fax 512-440-1717
3. Organized: Capital Excavation Company was organized in August of 1983.
4. Incorporation: Capital Excavation Company is a Corporation of the State of Texas.
5. Years In Business: August, 1983 To Present (13.75 Years)
6. Contracts: See Attachment "B"
7. Character of Work: Capital Excavation Company is a heavy/highway and sitework contractor in the central and south Texas area, specializing in earthwork, paving, concrete structures and underground utilities.
8. Capital Excavation Company has never failed to complete any contract.
9. Capital Excavation Company has never defaulted on any contract.
10. Recent Completed Projects: See Attachment "B"
11. Available Equipment: Caterpillar 973 Track Loader  
Caterpillar 140G Motor Grader  
Caterpillar 330 Track Excavator  
Ingersoll-Rand Padfoot Compact (84")  
International 2000 Cap. Water Truck  
Grove TMS 40 Ton Crane  
Gomaco 450X Bridge Screed
12. Similar Experience: See Attachment "B"
13. Principals & Experience: Mr. James E. Bradley, President - 25 Years  
Mr. John E. Pugsley, Vice President Finance - 20 Years  
Mr. Gary Botkin, Vice President Highway Division - 20 Years  
Mr. Bill Mayfield, Vice President Concrete/Structures - 25 Years  
Mr. Junior Henson, Vice President Utility Division - 30 Years
14. Credit Available: As Necessary For This Project
15. Bank Reference: Nations Bank of Texas

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ACEA

Sitework	•	Excavation	•	Streets	•	Structures	•	Blasting	•	Utilities
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## SITEWORK • HIGHWAY CONTRACTORS

P.O. BOX 1301 AUSTIN, TEXAS 78767 • (512) 440-1717 • FAX (512) 440-0844

## ATTACHMENT "B"

PROJECT: Bridge Project At Little Mustang Creek & County Road No. 101  
 FOR: Mr. Jerry Mehevec, Commissioner Precinct No. 4  
 IN: Williamson County, Texas  
 JOB NO.: 15393.01

## • CURRENT CONTRACT REFERENCES (TXDOT OFF &amp; ON SYSTEM BRIDGE PROJECT)

HIGHWAY: US 77A  
 COUNTY: Lavaca  
 PROJECT: STP 96(624)R  
 CONTRACT: \$2,108,615.00  
 SCOPE: Bridge, Roadway & Storm Sewer Construction

HIGHWAY: SH 151  
 COUNTY: Bexar  
 PROJECT: STP 97(269)HES  
 CONTRACT: \$1,955,396  
 SCOPE: Bridge, Roadway & Storm Sewer Construction

HIGHWAY: US 79  
 COUNTY: Williamson  
 PROJECT: STP 96(840)RM  
 CONTRACT: \$1,448,620.00  
 SCOPE: Roadway & Storm Sewer Construction

HIGHWAY: CR  
 COUNTY: Williamson  
 PROJECT: BR 96(247)OX  
 CONTRACT: \$366,168.00  
 SCOPE: Off-system Bridges & Approaches

HIGHWAY: CR  
 COUNTY: Bastrop  
 PROJECT: BR 96(172)OX  
 CONTRACT: \$131,148.00  
 SCOPE: Off-system Bridges & Approaches

## • COMPLETED PROJECTS AND EXPERIENCE REFERENCES

PROJECT: **BURLESON ROAD IMPROVEMENTS**  
 SCOPE: Water, Wastewater, Street & Drainage Improvements  
 OWNER: City of Austin Department of Public Works  
 Attn: Mr. Allen Brecher  
 505 Barton Springs Road, Suite 1000  
 Austin, Texas 78704  
 (512) 499-7180  
 CONTRACT: \$1,900,000.00  
 COMPLETION: May 1994

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Continued on Page 2.



Sitework • Excavation • Streets • Structures • Blasting • Utilities

**ATTACHMENT "B" CONTINUED**

**PROJECT:** Bridge Project At Little Mustang Creek & County Road No. 101  
**FOR:** Mr. Jerry Mehevec, Commissioner Precinct No. 4  
**IN:** Williamson County, Texas  
**JOB NO.:** 15393.01

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• **COMPLETED PROJECTS AND EXPERIENCE REFERENCES**

**PROJECT:** *HOWARD LANE IMPROVEMENT IMPROVEMENTS*  
**SCOPE:** Water, Wastewater, Street, Drainage & Bridge Improvements  
**OWNER:** Travis County Department of Transportation & Natural Resources  
Attn: Mr. Joe Gieselman  
P.O. Box 1748  
Austin, Texas 78767  
(512) 473-9383  
**CONTRACT:** \$4,100,000.00  
**COMPLETION:** July 1994

**PROJECT:** *LOOP 384 IMPROVEMENTS (MAYS STREET ROOUND ROCK)*  
**SCOPE:** Water, Wastewater, Roadway, Drainage & Bridge Improvements  
**OWNER:** Texas Department of Transportation  
Attn: Mr. James Klotz  
P.O. Box 863  
Georgetown, Texas 78727  
(512) 473-9383  
**CONTRACT:** \$6,500,000.00  
**COMPLETION:** July 1995

**PROJECT:** *IH-35 FRONTAGE ROAD IMPROVEMENTS (GEORGETOWN)*  
**SCOPE:** Roadway, Drainage & Bridge Improvements  
**OWNER:** Texas Department of Transportation  
Attn: Mr. James Klotz  
P.O. Box 863  
Georgetown, Texas 78727  
(512) 473-9383  
**CONTRACT:** \$3,900,000.00  
**COMPLETION:** October 1996

**PROJECT:** *SH 29 IMPROVEMENTS (SAN GABRIEL RIVER BRIDGE)*  
**SCOPE:** Roadway, Drainage & Bridge Improvements  
**OWNER:** Texas Department of Transportation  
Attn: Mr. James Klotz  
P.O. Box 863  
Georgetown, Texas 78727  
(512) 473-9383  
**CONTRACT:** \$2,300,000.00  
**COMPLETION:** April 1997

## PROPOSAL &amp; BID SCHEDULE

Date: June 19, 1997

Williamson County Commissioners' Court  
c/o County Judge  
Georgetown, Texas 78626

Dear Sir:

The undersigned, in compliance with your invitation for bids for construction of Bridge Project, Little Mustang Creek at County Road No. 101 in Williamson County, having examined the plans and specifications with related documents, and having visited the site of the proposed work, hereby proposes to furnish all labor, material, apparatus, machinery, tools and supplies to construct the project in accordance with the Contract Documents within the time set forth herein and at the prices stated in the following Bid Items in the respective Proposals:

I (WE) acknowledge receipt of Addendum No. 1.

BID SCHEDULE  
for  
BRIDGE PROJECT  
LITTLE MUSTANG CREEK  
AT  
COUNTY ROAD NO. 101

Item No.	Description	Scheduled Labor	Value Material	Total Amount
1.	40'-60'-40' Span, prestressed concrete beam bridge, with abutment bents, interior bents, columns, railing, drilled shafts, concrete approach slabs, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>48,949</u>	\$ <u>0</u>	\$ <u>48,949</u>
b.	Mobilization	\$ <u>1,751</u>	\$ <u>0</u>	\$ <u>1,751</u>
c.	Sitework	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
d.	Structural Excavation	\$ <u>8,249</u>	\$ <u>1,751</u>	\$ <u>10,000</u>
e.	Reinforced Concrete	\$ <u>31,198<sup>50</sup></u>	\$ <u>88,396</u>	\$ <u>119,594<sup>50</sup></u>
f.	Miscellaneous Metals	\$ <u>1,752</u>	\$ <u>1,752<sup>50</sup></u>	\$ <u>3,504<sup>50</sup></u>
g.	Trench/Shoring Safety	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
	Total Labor	\$ <u>91,899<sup>50</sup></u>		
	Total Material		\$ <u>91,899<sup>50</sup></u>	
	Total Amount			\$ <u>183,799<sup>50</sup></u>
2.	Concrete retaining walls, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>12,150</u>	\$ <u>0</u>	\$ <u>12,150</u>
b.	Mobilization	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
c.	Sitework	\$ <u>4,900</u>	\$ <u>0</u>	\$ <u>4,900</u>

**BID SCHEDULE**  
**for**  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
**AT**  
**COUNTY ROAD NO. 101**  
 (continued)

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<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
d.	Structural Excavation	\$ <u>4,400</u>	\$ <u>0</u>	\$ <u>4,400</u>
e.	Reinforced Concrete	\$ <u>24,500</u>	\$ <u>31,500</u>	\$ <u>56,000</u>
f.	Miscellaneous Metals	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
g.	Trench/Shoring Safety	\$ <u>2,650</u>	\$ <u>3,500</u>	\$ <u>6,150</u>
	Total Labor	\$ <u>48,600</u>		
	Total Material		\$ <u>35,000</u>	
	Total Amount			\$ <u>83,600</u>
3.	Roadway approaches to subgrade elevation and channel work, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>15,793<sup>75</sup></u>	\$ <u>0</u>	\$ <u>15,793<sup>75</sup></u>
b.	Mobilization	\$ <u>6,650</u>	\$ <u>0</u>	\$ <u>6,650</u>
c.	Sitework	\$ <u>110,556<sup>25</sup></u>	\$ <u>15,793<sup>75</sup></u>	\$ <u>126,350</u>
	Total Labor	\$ <u>133,000</u>		
	Total Material		\$ <u>15,793<sup>75</sup></u>	
	Total Amount			\$ <u>148,793<sup>75</sup></u>
4.	Metal beam guard fence, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>652.50</u>	\$ <u>0</u>	\$ <u>652<sup>50</sup></u>
b.	Mobilization	\$ <u>3,456.<sup>61</sup></u>	\$ <u>          </u>	\$ <u>3,456.<sup>61</sup></u>
c.	M.B.G.F.	\$ <u>13,103.<sup>63</sup></u>	\$ <u>11,900</u>	\$ <u>25,003.<sup>63</sup></u>

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BID SCHEDULE  
for  
BRIDGE PROJECT  
LITTLE MUSTANG CREEK  
AT  
COUNTY ROAD NO. 101  
(continued)

<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
	Total Labor	\$ <u>17,212.<sup>74</sup></u>		
	Total Material		\$ <u>11,900</u>	
	Total Amount			\$ <u>29,112.<sup>74</sup></u>
TOTAL LABOR ALL ITEMS:		\$ <u>290,712.<sup>24</sup></u>		
TOTAL MATERIAL ALL ITEMS:			\$ <u>154,593.<sup>25</sup></u>	
TOTAL AMOUNT ALL ITEMS:				\$ <u>445,305.<sup>49</sup></u>

Four Hundred Forty Five Thousand Three Hundred Five Dollars and \$445,305.<sup>49</sup>  
(Amount in Words) Forty Nine Cents.

Unit price per vertical foot for extra depth of 30" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 75.<sup>00</sup>/<sub>xy</sub>

Unit price per vertical foot for extra depth of 18" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 40.<sup>00</sup>/<sub>xy</sub>

The undersigned CONTRACTOR agrees and pledges to complete the work in full for Williamson County within 120 calendar days from the "Notice to Proceed". The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for \_\_\_\_\_ dollars (\$ \_\_\_\_\_), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed, telegraphed or delivered:

P.O. Box 10939

KILLEEN, TEXAS 76541

Mailing Address:

698-4440 / 254

Telephone Area Code

S.F.W. CONSTRUCTION, INC.

Contractor

By: Henry C. Fitzgerald Jr.

PRESIDENT

Title



Bond No.

**GREAT AMERICAN INSURANCE COMPANY**

OHIO

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

**BID BOND**

Approved by The American Institute of Architects, A.I.A. Document No. A310 February 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we  
S. F. W. Construction, Inc.

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the State of  
Ohio, with Administrative Offices at 580 Walnut Street, Cincinnati, Ohio 45202, as Surety, hereinafter called the

Surety, are held firmly bound unto \_\_\_\_\_  
Williamson County

\_\_\_\_\_ as Oblige, hereinafter called the Oblige,  
in the sum of \_\_\_\_\_ Five Percent of Amount Bid \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ 5% \_\_\_\_\_), for the payment of which sum well and truly to be made, and 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 \_\_\_\_\_  
Bridge Project

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a  
Contract with the Oblige 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 Oblige the difference not  
to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige  
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 \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_ 19 97

In the presence of:

*Arlene Cumming*

*Mary Edwards*

S. F. W. Construction, Inc. \_\_\_\_\_ (Seal)

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

GREAT AMERICAN INSURANCE COMPANY \_\_\_\_\_ (Seal)

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

(Attorney-in-Fact)

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## GREAT AMERICAN INSURANCE COMPANY

580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than

FIVE

No. 0 15621

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RAY HUGHSTON	ALL OF	ALL
CHRIS HUGHSTON	BROWNSVILLE, TEXAS	UNLIMITED
DAVID C. HUGHSTON		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of February, 19 94

Attest

GREAT AMERICAN INSURANCE COMPANY



*[Signature]*  
Assistant Secretary

*[Signature]*  
President

STATE OF OHIO, COUNTY OF HAMILTON — ss:

On this 25th day of February, 1994, before me personally appeared GARY T. DUNBAR, to me known, being duly sworn, deposes and says that he resided in Cincinnati, Ohio, that he is the President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



MAUREEN DOUGHERTY  
Notary Public, State of Ohio  
My Commission Expires Aug. 12, 2001

*[Signature]*  
Maureen Dougherty

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

**RESOLVED:** That the Division President, the several Division Vice Presidents and Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-In-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, RONALD C. HAYES, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect.

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Signed and sealed this 1st day of July, 19 97



S1029P (4/93)

*[Signature]*  
Assistant Secretary

**S.F.W. Construction, Inc.**

P.O. Box 10939, Killeen, TX 76547  
 1420 East FM 2410, Harker Heights, TX 76548  
 Phone (254) 698-4440 Fax (254) 698-3219

## 6. CONTRACTS ON HAND:

PROJECT NAME	AMOUNT	DATE OF COMPLETION
TXDOT-BLANCO COUNTY	\$679,259	JUNE 1997
TXDOT-BELL COUNTY	\$822,267	JUNE 1997
TXDOT-ROBERTSON COUNTY	\$204,485	AUGUST 1997
CITY OF HARKER HEIGHTS	\$397,978	SEPTEMBER 1997
FORT HOOD	\$15,490	JULY 1997

## 10. LIST THE MORE IMPORTANT PROJECTS RECENTLY COMPLETED BY YOUR COMPANY (SIX MOST RECENT), STATING THE APPROXIMATE COST FOR EACH, AND THE MONTH AND YEAR COMPLETED.

PROJECT NAME	TOTAL COST	MONTH/YEAR COMPLETED
CHARLIE HILLIARD	\$67,556	MAY 1997
1ST NATIONAL BANK-TEMPLE	\$14,751	NOVEMBER 1996
CITY OF HARKER HEIGHTS	\$327,349	OCTOBER 1996
WENDYS-KILLEEN	\$28,126	SEPTEMBER 1996
TXDOT-WILLIAMSON COUNTY	\$155,869	SEPTEMBER 1996
TXDOT-NAVARRO COUNTY	\$220,148	MAY 1996

## 11. LIST YOUR MAJOR EQUIPMENT AVAILABLE FOR THIS CONTRACT:

953B Trackloader  
 928F Wheel loader  
 140G Motorgrader  
 416B Backhoe  
 Sheet Foot Roller  
 Steel Wheel Roller  
 Pneumatic Roller  
 14 Yard Dump Truck (2)  
 Water Truck  
 28 Ton P&H Hydraulic Crane  
 613 Scraper or 621 Scraper

**S.F.W. Construction, Inc.**  
P.O. Box 10939, Killeen, TX 76547  
1420 East FM 2410, Harker Heights, TX 76548  
Phone (254) 698-4440 Fax (254) 698-3219

12. EXPERIENCE IN CONSTRUCTION WORK SIMILAR IN IMPORTANCE TO THIS PROJECT:

PROJECT NAME	DESCRIPTION	AMOUNT
TXDOT-BELL COUNTY	BRIDGE & APPROACHES	\$822,267
TXDOT-BLANCO	BRIDGE & APPROACHES WIDEN HIGHWAY & BRIDGE	\$679,259
TXDOT-MCLENNAN COUNTY	BRIDGE REPLACEMENT & HEADER BANKS	\$261,623
TXDOT-CORYELL COUNTY	BRIDGE & APPROACHES	\$256,386
TXDOT-WILLIAMSON COUNTY	BRIDGE & APPROACHES	\$255,542

13. BACKGROUND AND EXPERIENCE OF THE PRINCIPAL MEMBERS OF YOUR ORGANIZATION, INCLUDING THE OFFICERS:

NAME	POSITION	YEARS EXPERIENCE	BACKGROUND
HENRY FITZGERALD,	PRESIDENT	43 YEARS	HIGHWAYS/BRIDGES
HENRY FITZGERALD, JR.	VICE-PRESIDENT	21 YEARS	HIGHWAYS/BRIDGES
JERRY GARRETT	SUPERINTENDENT	41 YEARS	HIGHWAYS
PATRICK ATKINS	FOREMAN	21 YEARS	BRIDGES
NAOMI GREEN	SECRETARY	3 YEARS	PAYROLL CLERK

**PROPOSAL & BID SCHEDULE**

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

Williamson County Commissioners' Court  
c/o County Judge  
Georgetown, Texas 78626

Dear Sir:

The undersigned, in compliance with your invitation for bids for construction of Bridge Project, Little Mustang Creek at County Road No. 101 in Williamson County, having examined the plans and specifications with related documents, and having visited the site of the proposed work, hereby proposes to furnish all labor, material, apparatus, machinery, tools and supplies to construct the project in accordance with the Contract Documents within the time set forth herein and at the prices stated in the following Bid Items in the respective Proposals:

I (WE) acknowledge receipt of Addendum No. \_\_\_\_.

**BID SCHEDULE**  
 for  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
 AT  
**COUNTY ROAD NO. 101**

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<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
1.	40'-60'-40' Span, prestressed concrete beam bridge, with abutment bents, interior bents, columns, railing, drilled shafts, concrete approach slabs, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>-0-</u>	\$ <u>9620.<sup>00</sup></u>	\$ <u>9620.<sup>00</sup></u>
b.	Mobilization	\$ <u>14,430.<sup>00</sup></u>	\$ <u>-0-</u>	\$ <u>14,430.<sup>00</sup></u>
c.	Sitework	\$ <u>8,216.<sup>00</sup></u>	\$ <u>100.<sup>00</sup></u>	\$ <u>8,316.<sup>00</sup></u>
d.	Structural Excavation	\$ <u>560.<sup>00</sup></u>	\$ <u>200.<sup>00</sup></u>	\$ <u>760.<sup>00</sup></u>
e.	Reinforced Concrete	\$ <u>53,325</u>	\$ <u>98,510.<sup>00</sup></u>	\$ <u>151,835.<sup>00</sup></u>
f.	Miscellaneous Metals	\$ <u>2,482.<sup>00</sup></u>	\$ <u>4,757</u>	\$ <u>7,239.<sup>00</sup></u>
g.	Trench/Shoring Safety	\$ <u>100.<sup>00</sup></u>	\$ <u>100.<sup>00</sup></u>	\$ <u>200.<sup>00</sup></u>
	Total Labor	\$ <u>79,113.<sup>00</sup></u>		
	Total Material		\$ <u>113,287.<sup>00</sup></u>	
	Total Amount			\$ <u>192,400.<sup>00</sup></u>
2.	Concrete retaining walls, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>-0-</u>	\$ <u>4444.<sup>00</sup></u>	\$ <u>4444.<sup>00</sup></u>
b.	Mobilization	\$ <u>6666.<sup>00</sup></u>	\$ <u>-0-</u>	\$ <u>        </u>
c.	Sitework	\$ <u>450.<sup>00</sup></u>	\$ <u>150.<sup>00</sup></u>	\$ <u>600.<sup>00</sup></u>

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**BID SCHEDULE**  
**for**  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
**AT**  
**COUNTY ROAD NO. 101**  
(continued)

<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
d.	Structural Excavation	\$ <u>400-</u>	\$ <u>100-</u>	\$ <u>500-</u>
e.	Reinforced Concrete	\$ <u>21,677-</u>	\$ <u>49,257-</u>	\$ <u>61,934-</u>
f.	Miscellaneous Metals	\$ <u>5,256-</u>	\$ <u>9,293-</u>	\$ <u>14,549-</u>
g.	Trench/Shoring Safety	\$ <u>100-</u>	\$ <u>100-</u>	\$ <u>200-</u>
	Total Labor	\$ <u>34,549-</u>		
	Total Material		\$ <u>54,344-</u>	
	Total Amount			\$ <u>88,893-</u>
3.	Roadway approaches to subgrade elevation and channel work, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>-0-</u>	\$ <u>3,546-</u>	\$ <u>3,546-</u>
b.	Mobilization	\$ <u>8,000-</u>	\$ <u>1,000-</u>	\$ <u>9,000-</u>
c.	Sitework	\$ <u>73,287-</u>	\$ <u>9,100-</u>	\$ <u>82,387-</u>
	Total Labor	\$ <u>81,287-</u>		
	Total Material		\$ <u>13,646-</u>	
	Total Amount			\$ <u>94,933-</u>
4.	Metal beam guard fence, complete in place, per lump sum, per breakdown:			
a.	Bonds & Insurance	\$ <u>-0-</u>	\$ <u>1,210-</u>	\$ <u>1,210-</u>
b.	Mobilization	\$ <u>1,816-</u>	\$ <u>-0-</u>	\$ <u>1,816-</u>
c.	M.B.G.F.	\$ <u>7,415-</u>	\$ <u>13,770-</u>	\$ <u>21,185-</u>

**BID SCHEDULE**  
 for  
**BRIDGE PROJECT**  
**LITTLE MUSTANG CREEK**  
 AT  
**COUNTY ROAD NO. 101**  
 (continued)

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<u>Item No.</u>	<u>Description</u>	<u>Scheduled Labor</u>	<u>Value Material</u>	<u>Total Amount</u>
	Total Labor	\$ 9,231 <sup>-</sup>		
	Total Material		\$ 14,980 <sup>-</sup>	
	Total Amount			\$ 24,211 <sup>-</sup>

TOTAL LABOR ALL ITEMS:	\$ 204,180 <sup>-</sup>		
TOTAL MATERIAL ALL ITEMS:		\$ 196,257 <sup>-</sup>	
TOTAL AMOUNT ALL ITEMS:			\$ 400,437 <sup>-</sup>

FOUR HUNDRED THOUSAND, FOUR HUNDRED, THIRTY-SEVEN DOLLARS  
 (Amount in Words) \$ 400,437<sup>-</sup>

Unit price per vertical foot for extra depth of 30" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 101<sup>00</sup> / VF

Unit price per vertical foot for extra depth of 18" drilled shafts, over or under the indicated plan dimension, to be determined in the field by actual measurement, complete in place, per vertical foot:

\$ 56<sup>00</sup> / VF

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The undersigned CONTRACTOR agrees and pledges to complete the work in full for Williamson County within 120 calendar days from the "Notice to Proceed". The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for \_\_\_\_\_ dollars (\$ \_\_\_\_\_), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing, telegraphing, or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed, telegraphed or delivered:

12819 Dessau Rd.  
Mailing Address: AUSTIN, TX 78154

940-2777 / 512  
Telephone Area Code

DAYCO CONSTRUCTION Co.  
Contractor

By: Georgia M. Day  
President  
Title

## CAPITOL INDEMNITY CORPORATION

MADISON, WISCONSIN

## BID BOND

## KNOW ALL MEN BY THESE PRESENTS:

That we, Dayco Construction Co., 12819 Dessau Rd, Austin TX 78754  
(Here insert the name and address or legal title of the Contractor)

\_\_\_\_\_, as Principal, (hereinafter called the "Principal"),  
and the CAPITOL INDEMNITY CORPORATION, of Madison, Wisconsin, a corporation duly organized under  
the laws of the State of Wisconsin, as Surety, (hereinafter called the "Surety") are held and firmly bound unto  
Williamson County.

(Here insert the name and address or legal title of the Owner)

\_\_\_\_\_ as Oblige, (hereinafter called the "Oblige"),  
in the sum of Five Percent (5%) of Maximum Amount of Bid. Dollars (\$ 5% of Bid ),  
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 Bridge Project - Little Mustang  
Creek

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter  
into a contract with the Oblige 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 into such contract and give such bond or bonds, if the  
Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount  
specified in said bid and such larger amount for which the Oblige 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 1st day of July A.D. 1997

Dayco Construction Co (Seal)  
Principal

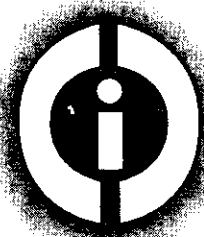
Title

Georgia M. Day  
President

CAPITOL INDEMNITY CORPORATION

BY Steve P. Schutze (Seal)  
Steve P. Schutze Attorney-in-fact

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# Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900  
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900  
PHONE (608) 231-4450 • FAX (608) 231-2029

## POWER OF ATTORNEY

No: 441477

**Know all men by these Presents,** That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- **C.A. SCHUTZE, JR., SUZANNE D. SCHUTZE, STEVE P. SCHUTZE** -----  
----- **JANIS A. WINKLER OR MARY A. PIERCE** -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- **NOT TO EXCEED \$2,000,000.00** -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 5th day of May 1960:

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 1st day of June, 1993.

**CAPITOL INDEMNITY CORPORATION**

Attest:

*Virgiline M. Schulte*  
Virgiline M. Schulte, Secretary



*George A. Fait*  
George A. Fait, President

STATE OF WISCONSIN }  
COUNTY OF DANE }

On the 1st day of June, A.D. 1993, before me personally came George A. Fait, to me known, who being by me duly sworn, did depose and say that he resides in the County of Dane, State of Wisconsin; that he is the President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN }  
COUNTY OF DANE }



**CERTIFICATE**

*Peter E. Hans*  
Peter E. Hans  
Notary Public, Dane Co., WI  
My Commission is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison. Dated the 1st

day of July, 19 97



*Paul J. Bretneder*  
Paul J. Bretneder, Treasurer

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This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.

## DAYCO CONSTRUCTION CO.

## #10. Projects completed by Company:

Sub	Commerce Cntr South	Cadence McShane Corp. C/O Haegelin Construction Co. P.O. Box 9086 Austin, Tx 78766-9086	Box Culvert	\$318,093
GC	Burnet Co. #147XXM0009	Texas Dept. of Transportation State of Texas	Curb Inlets Storm Sewer Lines	\$50,476
GC	Saw Foundations	Texas Granite P.O. Box 2540 Marble Falls, TX 78654	Concrete Foundations	\$161,211
Sub	39000 Block Util, Upgrade	Corps. of Engineer Ft. Hood, Tx C/O Guyco, Inc. P.O. Box 1030 Lampasas, TX 76550	Concrete Box Culverts	\$1,659,213
Sub	2nd Street Improvements	City of Marble Falls C/O Ned Ross Construction Co. 7500 N. Hwy 71 Austin, TX 78735	Approx 20,000 LF Curb & Gutter with Concrete Structures	\$226,858

## 7. Major equipment owned and available.

1	-	John Deere 410-B
1	-	John Deere 410-C
1	-	Cat 426-B Backhoe Loader
1	-	Allied Hoe Ram
3	-	Skidsteer Loaders
1	-	Komatsu Excavator
1	-	Dump Truck

Dayco Construction Co. has the ability to rent any kind of heavy equipment needed for specific projects. Rental fees at current market value are negotiated at the time of bidding the projects and costs are included in the bid price.

#13. Background and experience of the principal members of organization, including the officers.

See attached resumes.

RESUME

Georgia M. Day  
President

EXPERIENCE:

10/30/95 to  
Present:

Dayco Construction Co.; Austin, TX  
President  
Manage and direct operations. Establish Company Policies regarding employment, day-to-day operations and financial record keeping. Secure and administer capital. Receive weekly status reports from all Departments and make changes when necessary. Hire, Fire and supervise employees.

06/88 -10/95

Dayco Construction Co., Austin, TX  
Vice-President; Secretary  
During this 7-Year Period, the Company grew and became financially able to add specialized personnel to perform clerical and supervisory tasks.

Responsibility changed from performing all duties listed in the beginning of my tenure to managerial. My function thus changed to Supervising the Secretary/Receptionist and Payroll Clerk. Also co-ordinated with the President, functions of the Estimator; Job Cost Manager; and Field Superintendents. Initiated Purchasing; Job Cost; and Time Reporting procedures to enable the company to analyze actual operational cost vs estimated budget.

'85 - 06/88

Dayco Construction Co., Austin, TX  
Company was in its infancy and up to the time I joined the establishment, there were no formal policies or procedures created. My duties began with organizing and creating office procedures to process daily operational paper flow. Established policies and procedures for employment and financial accounting matters. Produced policies for EEO; Company Operations and Safety Program. Obtained operating capital to enable Company to pursue multiple projects. Assisted in estimating, over-seeing jobs ensuring they were meeting budget constraints. Assisted in the purchase of material and equipment for jobs in progress.

'78 - '85

Action (Federal Agency), Austin, TX  
Program Specialist; Administrative Assistant: Federal Agency granted Federal dollars to Volunteer Programs, i.e. VISTA, Retired Senior Volunteer Program (RSVP); Foster Grandparent Program (FGP); Senior Companion Program (SCP) and special emphasis programs.

Program Specialist position: Participated in developing new project/grant proposals. Conducted on-site audits of sponsors/grantee projects located in different areas of

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'78 - '88 (cont'd)

Texas. Inspected and reviewed conduct of assigned projects and financial management. Assisted State Director in liaison with State government officials, Congressional representatives, local officials, etc. Administrative Assistant Position: Involved in a variety of functions related to the development, monitoring and support of ACTION programs, as well as office management responsibilities. The staff travelled 60% of the time, therefore, it was expected that I maintain and function independently and carry out the mission of the agency.

Maintained office related records, purchased office supplies, and made necessary travel arrangements for staff, directors, and volunteers. Also organized and arranged conferences, negotiating with hotels for adequate facilities on lodging and meeting space. In coordinating VISTA Volunteer Training, I designed and delivered training to trainees regarding policies, regulations and procedures, and prepared all necessary documentation to enroll volunteers.

'75 - '78

IRS, Southwest Service Center, Austin, TX  
Returned to work full-time in Personnel. Administered Civil Examinations. Also worked as Branch Secretary to the Staffing Section performing secretarial duties - keeping Branch Chief apprised of schedules, making appointments; shorthand, typing, timekeeping, etc.

'74 - '75

Jacob Urethane Products, Inc., Austin, TX  
Office Manager/Bookkeeper: Established office of newly formed Corporation. Set up the accounting procedures, acted as receptionist, secretary, bookkeeper, and inside sales rep. It was necessary to be knowledgeable of urethane products and sales procedures as salesmen worked outside the office and out of town. Business closed due to ownership dissolution.

'66 - '74

IRS, Southwest Service Center, Austin, TX  
Worked as seasonal employee while three young children were growing up. Worked one season as Data Transcriber; worked eleven years in the Personnel Dept. performing wide variety of employment functions.

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**EDUCATION**

Gonzales High School Diploma, Gonzales, TX  
Dunway School of Accounting - 1974/1975  
Austin Community College - 1977; 1986

Assertive Training, 1977; Interpersonal Relationship, 1977; IRS Timekeeper Training, 1975; Basic Oral & Written Communications, 1979; Effective Listening & Memory Development, 1979; Management Education for Secretaries, 1979; Intro to Mini-Computers, 1980; Women in Management, 1981; Today's Working Woman, 1982; Secretarial Productivity Through Individual Leadership, 1984; Intro to IBM Personal Computers, 1986.

**AWARDS:**

Received Outstanding Performance Awards from ACTION - 1982, 1983, and 1984.

## RESUME

Johnie M. Day (John)  
Vice-President of Operations

EXPERIENCE:

- 10/95 - to Present Dayco Construction Co.; Austin, TX  
Vice-President of Operations  
Supervise field operations, ensuring jobs are completed to specifications. Report directly to President, and assist in Board of Directors meetings.
- 06/88 - 10/95 Dayco Construction Co.; Austin, TX  
President; Treasurer  
Company was incorporated --Duties basically remained the same, however, as the Corporation grew, employees were hired to perform specific functions to enable more projects to be bid and constructed. Position, thus, evolved into Supervisory responsibility of ensuring personnel staff's performance was accurate and productive.
- 07/85 - 06/88 Dayco Construction Co.; Austin, TX  
Shared joint business operational duties including estimating projects; overseeing jobs and job cost analysis; work schedules; purchasing materials, hiring, firing employees and financial management.
- 1983 - 07/85 Dayco Construction Co.; Odessa, TX/Austin, TX  
Began operations as sole proprietor performing all operations of business including estimating jobs, preparing contracts, supervising labor force, preparing work schedules, ordering materials, invoicing, bookkeeping and issuing checks.
- 1982/1983 Basin Concrete Co.; Odessa, TX  
General Superintendent: Assisted in estimating jobs, performed layout work on new construction, supervised all jobs in progress and requested necessary job material. Prepared work schedules for approximately 85 employees.
- 1977/1982 Farming & Ranching  
Self employed: Returned to full-time farming & ranching as previously worked.



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1962/1977

J.M. Day Excavating Co., Mansfield, TX  
Owner/Operator: Built stock tanks, terraces, upstream flood control structures in Bonham, Paris, and Stephenville, Texas. Built numerous subdivision developments including dirt work, utilities, concrete, and asphalt paving. Also constructed a variety of mobile home parks in Paris, Corsicana, Fort Worth, Arlington, Kennedale, and Mansfield, Texas.

Performed all administrative duties relating to operation of company. Slow collections caused compny to cease its operations.

1960/1962

**Farming & Ranching**

Self employed: Managed and operated 1100 acres of farmland for crops of cotton, milo, grain sorghum and small grain. Also ran approximately 300 head of cattle on 2500 acres of pasture land. Able to operate all types of machinery. Became skilled in farm machinery mechanics repairing all types of equipment. Supervised labor forces during harvest time. Analyzed and allocated budget for growing seasons taking into consideration possible crop failures. Learned to adapt and change directions when necessary.

**EDUCATION:**

Mansfield High School Diploma, Mansfield, TX  
Arlington State College, 1 year.

## RESUME

Greggory R. Matocha  
Estimator/Project Manager

**EXPERIENCE:**

- 1989/Present** Dayco Construction Co., Austin, TX  
Information Systems Manager/Project Manager: Implement, train and maintain computer operations for both hardware and software applications. Involved in transformation of single user station to multi-user Novell Advanced Network Environment. Duties also include gathering job cost information for reporting purposes to President, estimators, and project supervisors. Other duties include the research, training, and enforcement of a safety program using OSHA and industry standards.
- 1988/1989** Software Etc.  
Assistant Manager: Responsible for all facets of store operations and maintenance. Handled all areas of inventory to include purchasing, receiving, stocking, and displays. Trained and supervised store personnel. Worked with many PC's and applications in the business and recreational areas.
- 1987/1988** Dayco Construction Company  
Management Consultant: Provided services to growing construction company. Services included facility design and layout; implementation of computerized Accounting system and Management Information System.
- 1987** Kent Electronics (KTEC)  
Sales Representative: Initiated and serviced accounts for electronic distributor and custom manufacturing facility. Communicated with and introduced many lines of passive components to various areas including engineering; purchasing; all levels of management; and executive branches.
- 1982/1983** Impro, Inc.  
Field Supervisor and Applicator: Responsible for job preparation and completion. Maintained, operated and trained personnel on techniques and use of equipment.
- 1981** Insulation Services  
consultant/Job Foreman: Supervised crews in Oklahoma and Georgia. Communicated with trade unions, trained personnel, maintained equipment, and kept payroll accounts.

EDUCATION:

Lanier High School Diploma, Austin, TX  
University of Texas, Bachelor of Business  
Administration; Marketing, Austin, TX

Course work has included: Marketing for High Technology; promotional policies; retailing; marketing research and analysis; financial analysis; marketing case studies; accounting; data processing, and management studies.

**RESUME**

BOBBY L. WHITED  
JOB SUPERINTENDENT

**EXPERIENCE:**

- 02/96 - 08/96 Phil Howry Co., Austin, TX  
Position: C.Q.C. Manager & Project Superintendent for Storm Water Control Measures; Kelly A.F.B., San Antonio, TX. Duties: Job management - order all materials required for project. Inspect & insure that all work & materials were to specifications. Handled communications with the Corps of Engineers, Base Personnel, and outside subs. Assisted in the re-routing & installation of all underground & overhead utilities.
- 10/95 - 02/96 Austin Commercial, Austin, TX  
Position: Crane Operator for Building
- 08/91 - 01/95 RGM Construction Co., Inc., Austin, TX  
Position: Job Superintendent  
Manage & direct project ensuring job was performed to specification and finished within estimated budget. Duties included managing employees and submitting documentation of project. Projects completed included: San Marcos River Bridge; FM 969 Bridge @ Bastrop; Hwy 290 Bridge @ Elgin; Railroad Bridge @ Steck Ave; Dyess AFB, Abilene, Tx; CR 406 Bridge & Roadway, Williamson Co.
- 09/87 - 03/91 Clearwater Construction, Austin, TX  
Position: Crane Operator  
Set beams & forms; assisted in pouring concrete.
- 03/83 - 02/85 J. D. Abram Construction Co., Austin, TX  
Position: Crane Operator; Heavy Equip Opr  
Completed Segmental Bridge in Pascagoola, Mississippi; and Highway Project in Plainview, TX
- 09/82 - 03/86 Barnes & Connally, Austin, TX  
Position: Crane Opr; Supv.  
Supervised crew in installing building hardware

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- 06/78 - 09/82 J.D. Abram Construction Co., Austin, TX  
Positions: Foreman; Crane Opr  
Performed construction work on Congress Ave. Bridge,  
Austin, TX; IH 35 & Town Lake Bridge; Galveston Causeway  
Bridge
- 08/72 - 09/77 Austin Industries, Houston, TX  
Positions: Barge Foreman; Crane Opr  
Performed work as foreman and opr for pile driving crew.  
Also became a certified welder.