

WILLIAMSON COUNTY UNIFIED ROAD SYSTEM
SPECIFICATIONS FOR CONTRACT MOWING

WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT IS REQUESTING BIDS ON CONTRACTING ROADSIDE MOWING ON PORTIONS OF THE COUNTY ROAD SYSTEM. THIS CONTRACT WILL BE FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE SUCCESSFUL BID.

BIDS SHOULD BE: Price per mile based on one 15' strip on each side of the road plus weed trimming around all obstacles.

No minimum mileage is guaranteed, but we estimate having approximately 600 miles mowed under this contract.

The successful bidder must be bonded and carry liability insurance.

AGENDA ITEM # 10

April 13, 1999

Open and consider awarding, rejecting or extending bid for Coupland Sewer project.

At 10:20 a.m. Judge Doerfler announced time to receive bids for Coupland Sewer project.

At 10:22 a.m. Judge Doerfler announced time closed to receive bids for Coupland Sewer project.

Bids were opened and read aloud from:

Cunningham Constructors & Associates, Inc.
 Holloman Construction Company
 Keystone Construction, Inc.
 Transit Mix Concrete & Materials Company

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Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To note receipt of bids with award to be made on April 20, 1999.

Vote: Motion carried 3 - 0 with Commissioners Heiligenstein and Boatright absent from the dais.

< Clerk copy here >

WILLIAMSON COUNTY BID FORM

COPY

The Bidder undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Cunningham Constructors & Associates, Inc.Mailing Address: P.O. Box 2237City: Georgetown State: TX Zip: 78627Telephone: (512) 863-2131Fax: (512) 869-0728Date of Bid: April 13, 1999

Signature of Person Authorized to Sign Bid

Name and Title of Signer: Michael Cunningham, President
(Please Print of Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____ % _____ days, (If no discount is offered, Net 30 will apply.)

☒ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ Bidding on low item basis. (Will accept award on "any or all" low bid items.)

List Additional Limitations if applicable: _____

1) OWNER TO BRING ELECT PWR TO SITE2) NO PERMITS INCLUDED

3) _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

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Item No.	Est. Qty.	Unit	Description	Unit Price	Total Bid
1.	1	LS	Construct 0.025 MGD Mechanical Wastewater Treatment Plant including tankage, piping, equipment, fencing, 6" discharge line with headwall, complete in place to provide an operational facility. The sum of <u>217,784⁰⁰</u> dollars and <u>0</u> cents per lump sum.	<u>\$217,784⁰⁰</u>	<u>\$217,784⁰⁰</u>
2.	305	SY	Flexible base Access Road, complete in place. The sum of <u>Ten</u> dollars and <u>0</u> cents per square yard.	<u>\$10⁰⁰</u>	<u>\$3050⁰⁰</u>
3.	3	EA	Wastewater Manhole (all depths) complete in place. The sum of <u>Two Thousand</u> dollars and <u>0</u> cents per each.	<u>\$2000</u>	<u>\$6000⁰⁰</u>
4.	773	LF	8" PVC gravity sewer, complete in place. The sum of <u>Twenty Two -</u> dollars and <u>0</u> cents per linear foot.	<u>\$22⁰⁰</u>	<u>\$17,006⁰⁰</u>
5.	132	LF	8" ductile iron gravity sewer, complete in place. The sum of <u>Thirty</u> dollars and <u>0</u> cents per linear foot.	<u>\$30⁰⁰</u>	<u>\$3960⁰⁰</u>
6.	1	LS	18" Reinforced concrete pipe, with SET, complete in place. The sum of <u>One Thousand</u> dollars and <u>0</u> cents per lump sum.	<u>\$1000⁰⁰</u>	<u>\$1000⁰⁰</u>
TOTAL BID PRICE: \$ <u>248,800⁰⁰</u>					
The sum of <u>248,800</u>					
dollars and <u>0</u>					cents.

ALTERNATE BID

1A.	1	LS	Construct 0.025 MGD Package Mechanical Wastewater Treatment Plant including tankage, piping, equipment, fencing, 6" discharge line with headwall, complete in place to provide an operational facility. The sum of <u>208,984</u> dollars and <u>0</u> cents per lump sum.	<u>\$208,984</u>	<u>\$208,984</u>
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TOTAL BID PRICE (ITEM 1A AND ITEMS 2-6):

\$ 240,000⁰⁰
 The sum of \$240,000
 dollars and 00 cents.

The lump sum prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder, in compliance with the Invitation for Bids for the Coupland Wastewater Treatment Plant, having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expense incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Work Order" of the Owner and to fully complete the work within 120 consecutive calendar days thereafter as stipulated in the specifications. 180 per Add. #1.

Bidder further agrees to pay as liquidated damages, the sum of for \$500.00 each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1 (April 2, 1999)

The Bidder further agrees that, in case of failure on his part to execute the contract agreement and bonds within ten (10) days after notification of award of contract, the Bid Bond or Certified Check accompanying his bid and the monies payable thereon, shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise the check or bid bond accompanying this Proposal shall be returned to the Bidder according to the provisions of the "Instructions to Bidders".

Attached hereto is a n/a for the sum of 6
Dollars (\$ n/a)
according to the conditions of the "Instructions to Bidders".

SEAL (if bid is by Corp.)

Cunningham Constructors & Assoc., Inc.

Bidder

By

President

Title

Address of Bidder:

C.C.A., Inc.


P.O. Box 2237

Georgetown, TX. 78627.

WILLIAMSON COUNTY BID FORM

The Bidder undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Holloman Construction Co.
 Mailing Address: 555 I 35 S. SUITE 210
 City: NEW BRUNSWICK State: TX Zip: 78130
 Telephone: (830) 600-4250 Fax: (830) 629-1026


 Signature of Person Authorized to Sign Bid
 Name and Title of Signer: Rooney A. Schwarzkopf - Division Manager
 (Please Print of Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: — % — days, (If no discount is offered, Net 30 will apply.)
☒ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)
☐ Bidding on low item basis. (Will accept award on "any or all" low bid items.)
 List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

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Holloman Construction

Copy

Item No.	Est. Qty.	Unit	Description	Unit Price	Total Bid
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1.	1	LS	Construct 0.025 MGD Mechanical Wastewater Treatment Plant including tankage, piping, equipment, fencing, 6" discharge line with headwall, complete in place to provide an operational facility. The sum of _____ dollars and _____ cents per lump sum.	\$ _____	\$ _____
2.	305	SY	Flexible base Access Road, complete in place. The sum of <u>SEVENTEEN</u> dollars and <u>NO</u> cents per square yard.	\$ <u>17⁰⁰</u>	\$ <u>5185⁰⁰</u>
3.	3	EA	Wastewater Manhole (all depths) complete in place. The sum of <u>ONE THOUSAND EIGHT HUNDRED FIFTY</u> dollars and <u>NO</u> cents per each.	\$ <u>1850⁰⁰</u>	\$ <u>5550⁰⁰</u>
4.	773	LF	8" PVC gravity sewer, complete in place. The sum of <u>NINETEEN</u> dollars and <u>NO</u> cents per linear foot.	\$ <u>19⁰⁰</u>	\$ <u>14,687⁰⁰</u>
5.	132	LF	8" ductile iron gravity sewer, complete in place. The sum of <u>THREE THOUSAND FIVE HUNDRED THIRTY</u> dollars and <u>NO</u> cents per linear foot.	\$ <u>26⁰⁰</u>	\$ <u>3,432⁰⁰</u>
6.	1	LS	18" Reinforced concrete pipe, with SET, complete in place. The sum of <u>THREE THOUSAND FIVE HUNDRED</u> dollars and <u>NO</u> cents per lump sum.	\$ <u>3500⁰⁰</u>	\$ <u>3500⁰⁰</u>

TOTAL BID PRICE: \$ _____

The sum of _____ dollars and _____ cents.

ALTERNATE BID

1A.	1	LS	Construct 0.025 MGD Package Mechanical Wastewater Treatment Plant including tankage, piping, equipment, fencing, 6" discharge line with headwall, complete in place to provide an operational facility. The sum of _____ dollars and _____ cents per lump sum.	\$ _____	\$ _____
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Holloman Construction

TOTAL BID PRICE (ITEM 1A AND ITEMS 2-6):

\$ _____

The sum of _____

dollars and _____ cents.

The lump sum prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder, in compliance with the Invitation for Bids for the Coupland Wastewater Treatment Plant, having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expense incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Work Order" of the Owner and to fully complete the work within 120 consecutive calendar days thereafter as stipulated in the specifications.

Bidder further agrees to pay as liquidated damages, the sum of for \$500.00 each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addenda:

Addendum #1

The Bidder further agrees that, in case of failure on his part to execute the contract agreement and bonds within ten (10) days after notification of award of contract, the Bid Bond or Certified Check accompanying his bid and the monies payable thereon, shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise the check or bid bond accompanying this Proposal shall be returned to the Bidder according to the provisions of the "Instructions to Bidders".

Holloman Construction

Attached hereto is a BID BOND for the sum of 5% GREATEST
AMOUNT BID Dollars (\$ 5% GAB)
according to the conditions of the "Instructions to Bidders".

SEAL (If bid is by Corp.)

Holloman Construction
Bidder

[Signature]
By RODNEY A. SCHWARTZ
DIVISION MANAGER
Title

Address of Bidder:

555 S. I-35 SUITE 210
NEW BRUNSWICK, TX 78130

VDL
0103
REV 5/89

Holloman Construction

WILLIAMSON COUNTY BID FORM

COPY

The Bidder undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

KEYSTONE CONSTRUCTION INC.

NAME OF BIDDER: _____

Mailing Address: _____

P. O. Box 160938

Austin, Texas 78716-0938

City: _____

State: _____

Zip: _____

Telephone: (____) _____

Ph: 512-288-6437

Fax: 512-288-6439

Fax: (____) _____



Signature of Person Authorized to Sign Bid

Date of Bid: _____

April 13, 1999

Joe D. Haralson, President

Name and Title of Signer: _____

(Please Print of Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____ % _____ days, (If no discount is offered, Net 30 will apply.)

☒ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

☐ Bidding on low item basis. (Will accept award on "any or all" low bid items.)

List Additional Limitations if applicable: _____

- All excavations ^{per} to be deepened ^{per} of on site JCH

- No Generator set is included in this bid

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

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RECORDERS MEMORANDUM
 All or parts of the text on this page was not
 clearly legible for satisfactory recordation.

KEYSTONE CONSTRUCTION INC.

Item No.	Est. Qty.	Unit	Description	Unit Price	Total Bid
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1.	1	LS	Construct 0.025 MGD Mechanical Wastewater Treatment Plant including tankage, piping, equipment, fencing, 6" discharge line with headwall, complete in place to provide an operational facility. The sum of <u>two hundred fifty three thousand seven hundred seventy five</u> dollars and <u>no</u> cents per lump sum.	<u>\$253,775.⁰⁰</u>	<u>\$253,775.⁰⁰</u>
2.	305	SY	Flexible base Access Road, complete in place. The sum of <u>Eight</u> dollars and <u>no</u> cents per square yard.	<u>\$8.⁰⁰</u>	<u>\$2440.⁰⁰</u>
3.	3	EA	Wastewater Manhole (all depths) complete in place. The sum of <u>Two Thousand</u> dollars and <u>no</u> cents per each.	<u>\$2000.⁰⁰</u>	<u>\$6000.⁰⁰</u>
4.	773	LF	8" PVC gravity sewer, complete in place. The sum of <u>Twenty-five</u> dollars and <u>no</u> cents per linear foot.	<u>\$25.⁰⁰</u>	<u>\$19325.⁰⁰</u>
5.	132	LF	8" ductile iron gravity sewer, complete in place. The sum of <u>Thirty</u> dollars and <u>no</u> cents per linear foot.	<u>\$30.⁰⁰</u>	<u>\$3960.⁰⁰</u>
6.	1	LS	18" Reinforced concrete pipe, with SET, complete in place. The sum of <u>Two Thousand</u> dollars and <u>no</u> cents per lump sum.	<u>\$2000.⁰⁰</u>	<u>\$2000.⁰⁰</u>

TOTAL BID PRICE: \$ 287,500.⁰⁰

The sum of two hundred eighty seven thousand five hundred dollars and no cents.

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ALTERNATE BID

1A.	1	LS	Construct 0.025 MGD Package Mechanical Wastewater Treatment Plant including tankage, piping, equipment, fencing, 6" discharge line with headwall, complete in place to provide an operational facility. The sum of <u>two hundred thirty five thousand one hundred seventy five</u> dollars and <u>no</u> cents per lump sum.	<u>\$235,175.⁰⁰</u>	<u>\$235,175.⁰⁰</u>
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RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.
KEYSTONE CONSTRUCTION INC.

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

TOTAL BID PRICE (ITEM 1A AND ITEMS 2-6):

\$ 268,900.⁰⁰

The sum of two hundred sixty eight thousand nine hundred
dollars and no cents.

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The lump sum prices shown shall include all labor, materials, bailing, shoring removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder, in compliance with the Invitation for Bids for the Coupland Wastewater Treatment Plant, having examined the plans and specifications with related contract documents and the site of the work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the contract documents, within the time set forth therein, and at the price stated below. This price is to cover all expense incurred in performing the work required under the contract documents of which this PROPOSAL is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Work Order" of the Owner and to fully complete the work within 120 consecutive calendar days thereafter as stipulated in the specifications.

Bidder further agrees to pay as liquidated damages, the sum of for \$500.00 each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following addenda:

ONE (1)

The Bidder further agrees that, in case of failure on his part to execute the contract agreement and bonds within ten (10) days after notification of award of contract, the Bid Bond or Certified Check accompanying his bid and the monies payable thereon, shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise the check or bid bond accompanying this Proposal shall be returned to the Bidder according to the provisions of the "Instructions to Bidders".

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

KEYSTONE CONSTRUCTION INC.

Attached hereto is a BID BOND for the sum of 5% of Greatest Amount Bid
_____ Dollars (\$5% of Bid)
according to the conditions of the "Instructions to Bidders".

SEAL (if bid is by Corp.)

KEYSTONE CONSTRUCTION INC.

Bidder

By

Joe D. Haralson, President

Title

Address of Bidder:

P. O. Box 160938
Austin, Texas 78716-0938

KEYSTONE CONSTRUCTION INC.
P.O. BOX 160938
AUSTIN, TEXAS 79716-0938
512-288-6437 FAX: 512-288-6439

CORPORATE RESOLUTION

I hereby certify that it was RESOLVED by a quorum of the directors of Keystone Construction Inc. meeting on the 4th day of December, 1998 ,that Joe D. Haralson, President be and hereby is, authorized to execute all documents necessary to the transaction of business in the State of Texas on behalf of the said Keystone Construction Inc., and that the above resolution has not been rescinded or amended and is now in full force and effect; and in authentication of the adoption of this resolution, I subscribed my name and affix the seal of the corporation this 13th day of April, 1999.


Irene S. Haralson, Secretary

(Seal)



FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
HOME OFFICES: P.O. BOX 1227 BALTIMORE, MD 21203

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BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, KEYSTONE CONSTRUCTION, INC.

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

_____, as Principal, (hereinafter called the "Principal"),
and COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY (Here insert the name of the Surety)

of Baltimore, Maryland, a corporation duly organized
under the laws of the State of Maryland, 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 Obligor, (hereinafter called the "Obligor"),
in the sum of FIVE PERCENT OF THE GREATEST 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 COUPLAND WASTEWATER TREATMENT PLANT

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligor 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 Obligor the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor 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 13TH day of APRIL A.D., 1999

[Signature]
Witness

KEYSTONE CONSTRUCTION, INC. (SEAL)
[Signature] Principal
Joe D. Haralson, President Title

☐ FIDELITY AND DEPOSIT COMPANY OF MARYLAND
☒ COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

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[Signature]
Witness

By [Signature] (SEAL)
KEVIN J. DUNN Title
ATTORNEY-IN-FACT

WILLIAMSON COUNTY BID FORM

The Bidder undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Bid Invitation, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Transit Mix Concrete & Materials Co.Mailing Address: 2101 S. IH-35, Ste # 500City: Austin State: TX Zip: 78741Telephone: (512) 383-1261 Fax: (512) 383-1271Watson F. PotterDate of Bid: 3-30-99

Signature of Person Authorized to Sign Bid

Name and Title of Signer: Watson F. Potter - Sales Mgr.

(Please Print of Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____ % _____ days, (If no discount is offered, Net 30 will apply.)

☐ Bidding on "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☒ Bidding on low item basis. (Will accept award on "any or all" low bid items.)

List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
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RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

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QUOTATION AND SALES CONTRACT

PRICES QUOTED WILL BE GOOD FOR 90 DAYS FROM DATE SHOWN

Williamson Co. Auditors Office
710 Main St., Ste #303
Georgetown, TX. 78626

Date: 3/30/99

Page 1 of

Subject to terms and conditions appearing on the reverse side, we are pleased to provide quotation for your product requirements for use in the construction of:

Job: Wastewater Treatment Plant
In the Community of Coupland, Coupland, TX.

ITEM / DESCRIPTION	QUANTITY	UNIT PRICE
6 Sack Performance Concrete		\$ 57.00/CY
Ice (if required)		\$.20/LB
For small loads add: \$20.00 per load for ¼ to 2 cubic yards. Or \$10.00 per load for 2 ¼ to ¾ cubic yards. (Do not apply to the first finish-up load)		
<ul style="list-style-type: none">Escalation: Not ApplicableTruck Charges: \$60.00/hour after first hour (\$15.00 every 15 minutes)Terms: Net 10th Prox. with Approved Credit Plus State, County, and City Sales Tax, if Applicable		

****Do to critical supply of cement, currently we reserved the option to use multiple cement suppliers.
Although efforts will be made to supply one supplier throughout projects****

We sincerely appreciate this opportunity to quote you and we would be honored to be your TRANSIT-MIXED CONCRETE supplier.

Accepted by purchaser

TRANSIT MIX CONCRETE & MATERIALS COMPANY

By: _____

By: Wetson J. H.

TRANSIT MIX CONCRETE & MATERIALS CO., INC.
FORM 4 - GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF PROPOSAL:** Transit Mix Concrete & Materials Co., Inc. ("Seller") shall not be bound by the Proposal, Quotation or Sales Contract (together referred to herein as the "Proposal") until Customer executes and delivers to Transit Mix an acknowledgment of the Transit Mix Proposal. The Transit Mix Proposal hereby expressly limits acceptance to the terms, conditions or instructions stated in the Proposal, and any additional or different terms, conditions or instructions proposed by Customer in Customer's acceptance or order are hereby rejected unless expressly assented to in writing by a Transit Mix authorized agent. Customer shall be bound by the Proposal when Customer executes and delivers an acknowledgement or order, delivered to Transit Mix for purchase of the goods or services set forth in the Proposal. No contract shall exist except as hereinabove provided and no other form of acceptance is binding on Transit Mix. Proposals are subject to acceptance within thirty (30) days from the date shown thereon.

2. **SPECIFICATIONS AND CHANGES:** In the event that it shall become impossible for Seller to secure materials required for the goods purchased by Customer in exact accordance with Customer's specification requirements for any reason beyond the control of Seller, then Seller may make changes in the specifications not materially affecting the strength or efficiency of the goods purchased and Customer agrees that it will not unreasonably withhold its consent to such change. Any changes in the specification desired by Customer must be requested in writing, and Seller shall attempt to comply with such requests, but only upon the condition that a written agreement is entered into with Customer specifying the precise changes and the amount of any adjustment in the quoted purchase price. The quantity of goods indicated in the Proposal must not be exceeded without authority being first obtained from Seller's authorized agent. No provisions are made in the Proposal for temperature control of ready mixed concrete unless specifically included in writing in the Proposal, nor are there any provisions for a quality control technician as may be required by any state or local agency, rule or regulation.

3. **DELIVERY:** The time of delivery of the goods is conditioned upon (a) the date of acceptance of the Proposal; (b) Seller's ability to secure the required raw materials to enable Seller to meet its production requirements for both the goods that are the subject of the Proposal and goods ordered prior to Customer's order; and (c) delays due to (i) strikes or other labor troubles; (ii) accidents or necessary repairs to machinery; (iii) fire, floods or other adverse weather conditions; (iv) inability to procure transportation, electric power or operating materials or machinery; (v) Government regulations, requirements or orders; (vi) acts of public enemies, mobs or rioters; (vii) acts of God; and/or (viii) any other causes beyond the Seller's Control. Such delays in delivery of any of the goods pursuant to the foregoing shall not constitute a default under the Proposal or Customer's order. Customer may prepare a progress schedule related to delivery of the goods, and if Customer does so and Seller is furnished with such schedule and Seller assents thereto in writing, Seller will use best efforts to deliver the goods in accordance with such schedule and the delivery date(s) set out therein. Unless otherwise agreed in writing, Customer agrees to accept delivery of all or any portion of the goods as delivered to Customer. All deliveries otherwise will be made to the best of the Seller's ability and dispatch, but Customer releases all claims arising due to delay in delivery.

Customer agrees to provide suitable roadways or approaches to points of delivery other than on paved streets. Seller reserves the right to stop deliveries if the roadways or approaches are unsatisfactory for Seller's trucks. If Customer orders deliveries beyond the curb line, Customer assumes liability for damage to sidewalks, driveways, or other property and agrees to indemnify, defend and save harmless Seller from all costs and liability for damage to property or Seller's equipment, and loss of time associated therewith, and injury to persons. Customer agrees to indemnify, defend and save harmless Seller and Seller's affiliated entities and their respective officers, directors, employees, stockholders, agents and attorneys from any and all claims, damages and liability for injury or death to persons or damage to property, including Seller's trucks (but not including costs resulting from mechanical failure of Seller's equipment), arising out of the sale of goods hereunder, provided that no indemnity shall arise in the event of Seller's sole negligence. The Seller reserves the right to refuse to make deliveries when it believes delivery would be unsafe or impractical by reason of any existing or threatened strikes, lockout, boycott, picketing or other labor disputes.

Trucks held at the delivery location for more than sixty (60) minutes will be billed to the Customer at Seller's standard rate per hour for all excess time. If there are repeated delays in unloading, the Seller reserves the right to suspend deliveries until timely delivery conditions are corrected. Ready mixed concrete ordered by Customer by mistake or in excess of requirements cannot be returned for credit and will be charged as though delivered.

4. **INSURANCE, SAFETY AND CLAIMS:** Seller agrees to provide to Customer, on request, a certificate of insurance demonstrating that Seller has in effect Commercial General Liability and Automobile Liability Insurance with limits of not less than \$1,000,000.00 and Workmen's Compensation Insurance in conformity with the laws of the state in which the goods are delivered, such policy to include a waiver of subrogation in favor of Customer. Such insurance shall expressly cover the contractual liability of Seller. Seller specifically agrees that in the sale of goods hereunder that Seller is an independent contractor and employing unit subject as an employer to all applicable unemployment compensation, occupational health and safety or similar statutes. Seller further agrees to comply with applicable safety requirements of federal, state and local laws and regulations. Prior to commencement of work under the Proposal or order, Customer shall be required to furnish Seller with a certificate of insurance demonstrating that Customer has in effect Commercial General Liability and Automobile Liability Insurance with limits of not less than \$1,000,000.00 and Workmen's Compensation Insurance in conformity with the laws of the state in which the goods are delivered, such policy to include a waiver of subrogation in favor of Seller. Such insurance shall expressly cover the contractual liability of Customer.

5. **TAXES:** Any taxes which are levied by the United States Government or by any State or any political subdivision thereof, on the ready mixed concrete quoted; on the ingredients, sale or

purchase thereof; or on transportation charges associated therewith, when the same are required to be paid by or collected by the Seller, shall be added to the purchase price.

6. **INSPECTION:** Customer may reject and refuse acceptance of goods or services which are not in accordance with specifications, drawings or other data of Seller's warranty; provided, however, Customer shall promptly notify Seller of such rejection and provide Seller with a reasonable time to cure such nonconformity.

7. **PAYMENT:** Payment on Customer's account is due "gross NET 10TH PROX" with approved credit and shall become past due on the twentieth (20th) day of the month following the month of delivery. Interest will be charged on past due accounts at the highest lawful rate. Payment on account by the Customer shall be applied on the oldest unpaid items of account in order of original sale date. If and when requested by Customer, Seller agrees to provide an affidavit(s) that all bills attributable to Seller's supply of the goods have been paid, (such affidavit to be supported by receipted bills, if requested). If at any time the financial responsibility of Customer becomes unsatisfactory to Seller, the Seller reserves the right to require payments in advance, or satisfactory security or guarantee that invoices will be paid when due. If Customer fails to comply with the terms of payment, Seller reserves the right to cancel the unfulfilled portion of the Proposal or order without notice. In the event it becomes necessary, after demand, for Seller to place Customer's account in the hands of an attorney for collection, or to file a materialman's lien, Customer shall be solely responsible for all attorney's fees and transaction costs incurred by Seller.

8. **PATENTS:** Seller shall defend any suit or proceeding brought against Customer based on a claim that the goods furnished under the Proposal or Customer's order constitutes an infringement of any patent of the United States; provided, Seller is notified promptly, in writing, and is given authority, information and assistance, at Seller's expense, for the defense of same. Seller shall pay all damages and costs awarded therein against Customer. The foregoing states the entire liability of Seller for patent infringement by the goods; provided, however, the foregoing agreement of Seller shall not apply to goods that are in whole or in part supplied to Customer's design or specification; and, as to such goods, Seller assumes no liability whatsoever for patent infringement.

9. **WARRANTY AND LIMITATION OF LIABILITY:** Seller agrees that all goods set forth in the Proposal or order will conform to the Proposal or order and A.S.T.M. specifications applicable to cement and aggregates, and will be free of defects in material and Seller's workmanship; provided, however, that Seller's obligation hereunder shall not cover or apply to any goods produced to Customer's design or specification; provided further, that Seller's obligation under this warranty shall be limited to repairing or replacing any portion of the goods which shall, within one hundred eighty (180) days year after delivery of the goods, be identified to Seller in writing as defective and as to which Seller's examination shall disclose to its satisfaction to have been defective in materials or Seller's workmanship.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE, AND SPECIFICALLY IN LIEU OF ALL INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE. SELLER SHALL NOT BE RESPONSIBLE FOR THE SLUMP, STRENGTH OR QUALITY OF ANY CONCRETE IN WHICH WATER, ADMIXTURES OR ANY OTHER MATERIAL HAS BEEN ADDED BY CUSTOMER OR AT CUSTOMER'S REQUEST. SELLER HAS NO CONTROL OVER THE PLACING OR HANDLING OF CONCRETE AFTER UNLOADING FROM SELLER'S TRUCKS AND WILL NOT, THEREFORE, WARRANTY THE FINISHED WORK IN WHICH IT IS USED OTHER THAN AS SET OUT ABOVE.

10. **APPLICABLE LAW - IT IS SPECIFICALLY AGREED BY THE PARTIES THAT THE PROPOSAL, ORDER OR CONTRACT AND THE GENERAL CONDITIONS SET FORTH HEREIN SHALL BE GOVERNED BY, AND CONSTRUED ACCORDING TO, THE LAWS OF THE STATE OF TEXAS.**

11. **NON-DISCLOSURE, ENTIRE AGREEMENT AND WAIVER:** Customer agrees not to disclose to any third party the terms and conditions of the Proposal or the information received from Seller in either negotiating Customer's order or the Proposal, or in the performance of the Proposal or order, which obligation shall survive completion of the Proposal or order. The obligations of this provision shall not apply to any information which Customer possessed prior to its disclosure by Seller, was or has become available to the public domain, or, is subsequently provided to it by another party having the right to possess and disclose the information. The Proposal and this Form 4 contain the entire agreement of the parties and neither party shall be bound by or liable for any statement, promise, inducement or understanding not set forth therein. Any reference to Customer's request for quotation or order does not imply acceptance of any term, condition or instruction contained therein by Seller. Neither Seller's nor Customer's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege under the Proposal or order shall constitute a waiver of any breach thereof or of any right or privilege associated therewith.

AGENDA ITEM # 11April 13, 1999

Consider resolution requesting Texas Parks and Recreation Foundation to hold land for County for future parkland to aid County in obtaining a grant through Texas Parks & Wildlife Department.

Commissioner Heiligenstein advised this resolution would give the county leverage on obtaining grant funds for parkland.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Hays

Motion: To approve resolution requesting Texas Parks and Recreation Foundation to hold land for county for future parkland to aid county in obtaining a grant through Texas Parks & Wildlife Department.

Vote: Motion carried 5 - 0

< Clerk copy here >

THE STATE OF TEXAS

:

KNOW ALL MEN BY THESE PRESENTS

THE COUNTY OF WILLIAMSON

:

That on this, the 13 day of April, A.D. 1999, the Commissioners Court of Williamson County, Texas, met in duly called Session at the Courthouse in Georgetown, Texas, with the following members present:

John C. Doerfler, County Judge,

Mike Heiligenstein, Commissioner Precinct One,

Greg Boatright, Commissioner Precinct Two,

David Hays, Commissioner Precinct Three, and

Frankie Limmer, Commissioner Precinct Four;

and at said meeting, among other business, the Court considered the following:

RESOLUTION

WHEREAS, Williamson County is in the process of acquiring certain tracts of land to be utilized for park purposes; and,

WHEREAS, Williamson County desires, in the future, to apply for grants through the Texas Parks and Wildlife Department; and

WHEREAS, the Texas Parks and Recreation Foundation, a Texas non-profit corporation (the "Foundation") is dedicated solely to furthering the causes of public parks and recreation in the State of Texas; and

WHEREAS, the Foundation holds land for political subdivisions to aid in obtaining Texas Parks and Wildlife Department grants; and