

**AGENDA ITEM 25**

Consider authorizing advertising and setting date to receive re-bids for various annual bids for URS.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and to set date to receive re-bids for various annual bids for URS for October 16, 2002 at 2:00 p.m. in the Commissioners' Courtroom.

Vote: 3 – 0. **Commissioner Hays was absent from the dais.**

**AGENDA ITEM 26**

Discuss and take appropriate action on award of various annual bids for fiscal year 2003.

**EMS-Liability Insurance**

Bids were received from:

*Extraco Insurance (formerly Leibowitz Insurance), Belton, Texas*

***The bid was awarded to Extraco Insurance \$11,235.00***

***With Alternate – Premium of \$1,373.00***

**03WCA002-Aggregate**

Bids were received from:

*Austin Asphalt, Austin, Texas*

*Shallow Ford Construction Co., Inc., Temple, Texas*

*Vulcan Construction Materials, L.P., San Antonio, Texas*

***The bid was awarded to Vulcan Construction Materials***

**03WCA021-Medical Supplies for EMS**

Bids were received from:

*Amtec Medical, Inc., Austin, Texas*

*Bound Tree Medical, LLC, Tempe, Arizona*

*Emergency Medical Products, Inc., Waukesha, Wisconsin*

*Global Village Sourcing, Round Rock, Texas*

*FirstLine, LLC, Buellton, California*

*Home-Aid-Healthcare, Inc., Santa Clara, California*

*Laerdal Medical Corporation, Wappingers Falls, New York*

*Matrx Medical, Ballentine, South Carolina*

*Medical Products Sales, Inc., Austin, Texas*

*Medistat Medical, Houston, Texas*

*Moore Medical Corp., New Britain, Connecticut*

*Offshore Medical Group, Inc., Miami, Florida*

*Southeastern Emergency Equipment, Wake Forest, North Carolina*

*Southern Safety Sales, Inc., Austin, Texas*

*Sunbelt Medical/Emergi-Source, Hilton Head Island, South Carolina*

*Zoll Medical Corporation, Burlington, Massachusetts*

The following awards were recommended:

***AMTEC Medical, Inc.***

Items Awarded: (120,185 & 249)

***Emergency Medical Products, Inc.***

(Items Awarded: 2,4,5,6,10,11,13,18,22,28,30,31,32,33,35,36,37,42,44, 45,47,48,50,52,53,63,67,68,71,72,73,74,75,77,79,81,82,83,85,86,93,94,95, 100,101,103,104,105,107,115,116,117,118,119,124,126,127,128,129,130, 131,132,135,137,139,143,144,147,150,155,156,157,158,159,163,166,167, 168,169,173,175,176,177,178,179,182,184,187,188,189,191,192,193,194, 195,196,197,198,199,200,201,203,204,205,206,207,208,221,223,228,229, 231,234,237,238,239,241,243,244,246,247,248,250,254,255,256,258,259, 261,267,268,270,273,274,275,276,277,279,283,287,293,295,297,300,301, 302,314,315,316,318,319,322,325,327,328,329,330,332,333,334,335,336, 337 & 345)

***Medical Products Sales, Inc.***

(Item Awarded: 3)

**Medistat Medical**

(Item Awarded: 92)

**Moore Medical**

(Items Awarded: 7,16,20,26,29,61,65,80,108,109,110,111,112,141,145,171,180, 183,186,190, 202,212,218,220,224,226,235,242,253,257,260,282,306,323 &amp; 324)

**Southeastern Emergency Equipment**

(Items Awarded: 1,14,21,24,25,27,38,39,40,41,55,57,70,90,91,98,99,114,134,148, 149,151,152,61,174,209,210,211,213,214,215,225,232,233,245,251,252,262,263, 264,265,266,280,288,290,291,298,307,308,309,311,312,313,320,326,331 &amp; 338)

**Southern Safety Sales, Inc.**

(Items Awarded: 23,59,60,69,87,102,142,278,286,299,303,304,305 &amp; 344)

**Sun Belt Medical/Emergi-Source**

(Items Awarded: 2,15,17,49,54,96,97,106,113,121,125,146,160,162 &amp; 292)

**Zoll Medical Corporation**

(Items Awarded: 88,339,340,341,342 &amp; 343)

**Bound Tree Medical, LLC**

(Items Awarded: 8,19,43,46,51,76,78,89,122,123,136,138,153,154,165,181,216, 222,230,236,269,281,284,285 &amp; 289)

**Home-Aid Healthcare, Inc.**

(Items Awarded: 9, 294 &amp; 296)

**Matrx Medical, Inc.**

(Items Awarded: 56,58,62,64,66,133,140,164,170,172,217,219,227,271,272,310 &amp; 321)

**03WCA027-Road Base Materials**

Bids were received from:

*Austin Asphalt (Austin Bridge & Road), Austin, Texas**Centex Materials, L.P., Austin, Texas**Glenn Fuqua, Inc., Navasota, Texas**M. E. Ruby, Jr., Inc., Cedar Park, Texas**Texas Crushed Stone Company, Georgetown, Texas**Items 1,4,6,7,9,10,12,13 awarded to Glenn Fuqua, Inc.**Items 2,3,5,8,11 awarded to Austin Asphalt***Moved: Judge Doerfler****Seconded: Commissioner Boatright****Motion: To award various annual bids for fiscal year 2003 (see attached list).****Vote: 3 – 0. Commissioner Hays was absent from the dais.**

&lt; Attachment &gt;

26. Discuss and take appropriate action on award of various annual bids for fiscal year 2003.

❖ **EMS – Liability Insurance**

- Award to Extraco Insurance SVC, Corp. \$11,235.00
- With Alternate - Premium of \$1,373.00

❖ **03WCA002-Aggregate**

- Award Items 5 & 6 to
- Vulcan Construction Materials

❖ **03WCA021-Medical Supplies for EMS**

- Award Items 22,31,47,48,52 thru 83,
- 85 thru 239, 241 thru 316 & 318 thru 345
- To Various Medical Suppliers
  
- Items: 34,84,240 & 317 were not bid on

❖ **03WCA027-Roadside Base Materials**

- Glenn Fuqua
- Award Items 1,4,6,7,9,10,12 & 13
- Austin Asphalt
- Award Items 2,3,5,8 & 11

approved 9-17-02  
*John A. Daefler*

**WILLIAMSON COUNTY PROPOSAL FORM**  
**MAL-PRACTICE INSURANCE FOR WILLIAMSON COUNTY**  
**EMERGENCY MEDICAL SERVICES (EMS)**

NUMBER: 03WCAP102

PROPOSAL OPENING DATE & TIME: SEPTEMBER 11, 2002 - 3:00 PM

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

NAME OF PROPOSER: Extraco Insurance (formerly Leibowitz Insurance)

Mailing Address: P. O. Box 299

City: Belton State: Tx Zip: 76513

Email Address: jrice@extracobanks.com

Telephone: ( 866 ) 398 7226 (254-774-5500) Fax: ( 254 ) 774 5916

  
Signature of Person Authorized to Sign Proposal

Date of Proposal: 09-11-02

Name and Title of Signer: Phil Leibowitz, President of Insurance Services  
(Please Print or Type)

**PLEASE COMPLETE THE FOLLOWING:**

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

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

List Additional Limitations if applicable: \_\_\_\_\_

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

INSURANCE SVC. CORP.  
BELTON, TEXAS 76513-0299

# ANNUAL PREMIUM

Primary Coverages as shown:

\$ 11,235

☐ Auditable

☒ Non-Auditable

Umbrella/Excess Coverage:

\$ N/A

☐ Auditable

☒ Non-Auditable

**TOTAL**

**\$ 11,235**

## Premium Options:

Emergency Service Liability Coverage is available for  
an additional annual premium of \$1,373. -

*PLEASE SEE PAGE 5 FOR DETAILS*



EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

Property/Casualty Insurance Proposal

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*Williamson County E. M. S.  
P. O. Box 873  
Georgetown, TX 78627*

*September 4, 2002*

*Leibowitz Insurance  
P. O. Box 299  
Belton, TX 76513*

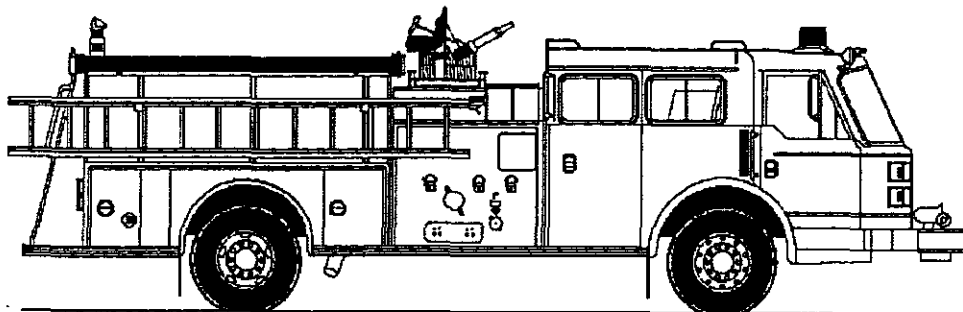
*EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299*

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# NAMED INSURED

Williamson County E.M.S.

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Property/Casualty Insurance Proposal

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# **GENERAL LIABILITY**

## ***LIMITS OF INSURANCE:***

**\$10,000,000 AGGREGATE LIMITS**

**\$1,000,000 PER OCCURRENCE LIMIT**

**\$1,000,000 PI/AI LIMIT**

**\$100,000 FIRE DAMAGE LIMIT**

**\$5,000 MEDICAL PAYMENTS  
LIMIT**



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# **GENERAL LIABILITY**

## ***SPECIAL COVERAGES:***

**ADDITIONAL INSUREDS**

**WATERCRAFT**

**CONTRACTUAL LIABILITY**

**EMERGENCY SERVICES E&O**

✓ **FIREFIGHTING**

✓ **RESCUE**

✓ **EMERGENCY MEDICAL**

**FELLOW MEMBER LIABILITY**

**FUND-RAISING ACTIVITIES**

**GARAGE LIABILITY**

**GOOD SAMARITAN LIABILITY**

**INJURY TO VOLUNTEERS**

**HOST LIQUOR LIABILITY**

**MEDICAL DIRECTOR'S E&O**

**MEDICAL MALPRACTICE LIABILITY**

**911 DISPATCHERS LIABILITY**

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# EMERGENCY SERVICE LIABILITY

NOT INCLUDED - *OPTION INCLUDED -  
SEE SUMMARY PAGE*

☐ CLAIMS-MADE

☐ OCCURRENCE

PRIOR ACTS COVERAGE:

☐ INCLUDED

☐ NOT COVERED

- DIRECTORS AND OFFICERS LIABILITY
- EMPLOYEE BENEFITS LIABILITY
- EMPLOYMENT PRACTICES LIABILITY
  - ✓ TERMINATION OR DEMOTION
  - ✓ DEPRIVATION OF A CAREER OPPORTUNITY
  - ✓ FAILURE TO HIRE
  - ✓ FAILURE TO PROMOTE
  - ✓ DISCIPLINARY ACTION
  - ✓ SEXUAL HARASSMENT
  - ✓ INFLICTION OF EMOTIONAL DISTRESS
  - ✓ VICARIOUS LIABILITY
- OUTSIDE DIRECTORSHIPS
- PRIOR ACTS
- UNLIMITED TAIL FOR CLAIMS-MADE
- \$25,000 NON-MONETARY RELIEF

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Property/Casualty Insurance Proposal

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# **POLLUTION LIABILITY**

- ☒ **APPLIES ON AND OFF PREMISES**
- ☒ **FUEL STORAGE TANKS (ABOVE GROUND)**

## ***INCLUDES:***

**EMERGENCY CALLS**

**DRILLS**

**TRAINING**

**BURN-TO-LEARN**

**CONTROLLED BURNS**

## ***ALSO:***

**\$500,000 EPA CLEAN UP EXPENSE  
(OFF-PREMISES ONLY)**



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Property/Casualty Insurance Proposal

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# **TRAINING AND SAFETY SERVICES**

**VIDEO INVENTORY SERVICE**

***INTERACT* VIDEO**

**EVOC CLASSES**

**“MOCK TRIALS”**

**ALCOHOL AWARENESS KITS**

**PASS REMINDER KITS**

**ON SITE SAFETY AUDITS**

**VIDEO TRAINING LIBRARY**

**HAZ-MAT POCKET GUIDES**

**VEHICLE ACCIDENT CLAIMS GUIDES**

**LIABILITY SEMINARS**

**SPEAKERS BUREAU**

**DEFENSIVE DRIVING**

**MOTOR VEHICLE REPORTS PROVIDED**

**EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299**



REFERENCES

Liberty County EMS  
P. O. Box 351  
Hull, Texas 77564  
936-536-3080  
Mike Koen

Genesis EMS  
4905 Randon  
Houston, Texas 77001  
713-224-9111  
Tim Brumm

Alliance Ambulance  
6214 Saxon  
Houston, Texas 77092  
713-683-2273  
Shirley Smith

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

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CUMIS Insurance Society, Inc.

P.O. Box 1084 • 5910 Mineral Point Road  
 Madison, WI 53701-1084  
 Phone: 608/238-5851

POLICY NO. \_\_\_\_\_

Renewal of Policy No. \_\_\_\_\_

Named Insured and Mailing Address:

Policy Period: From \_\_\_\_\_ To \_\_\_\_\_ at 12:01 A. M., Standard Time  
 at your mailing address shown above

Form of Business:

Individual      Joint Venture      Partnership      Limited Liability Company      Other Organization

Business Description:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part	_____	\$ _____
Commercial General Liability Coverage Part	_____	\$ _____
Commercial Crime Coverage Part	_____	\$ _____
Commercial Inland Marine Coverage Part	_____	\$ _____
Commercial Auto Coverage Part	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
<b>TOTAL PREMIUM \$</b>		_____

Audit Period: Non-Auditable Unless Indicated By      Annual      Semi-Annual      Quarterly      Monthly      Other

Form(s) and Endorsement(s) applicable to all Coverage Part(s) and made a part of this policy at time of issue:

Countersigned:

By \_\_\_\_\_  
 Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

SSC 0731 (03/01)

**EXTRACO INSURANCE SVC. CORP.**  
**P.O. BOX 299**  
**BELTON, TEXAS 76513-0299**



CUMIS Insurance Society, Inc.

### IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your representative at:

\*\*\*\*\* (telephone number)

You may call our toll-free telephone number for information or to make a complaint at:

\*\*\*\*\* (telephone number)

You may also write to us at:

\*\*\*\*\* (address)

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

**1-800-252-3439**

You may write the Texas Department of Insurance

P.O. Box 149104

Austin, TX 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 or condition of the attached document.

### AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede Comunicarse con su Representante at:

\*\*\*\*\* (telephone number)

Usted puede llamar al numero de telefono gratis de (company's) para informacion o para someter una queja al:

\*\*\*\*\* (telephone number)

Usted tambien puede escribir:

\*\*\*\*\* (address)

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104

Austin, TX 78714-9104

FAX # (512) 475-1771

**DISPUTAS SOBRE PRIMAS O RECLAIMOS:** Si tiene una disputa concerniente a su prima o a un reclamo debe comunicarse con el (la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

**UNA ESTA AVISO A SU POLIZA:** Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

Rebecca A. Hagenstons

Assistant Secretary

Michael B. Kitch

President

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

IL 01 68 05 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.
2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

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P.O. BOX 299  
BELTON, TEXAS 76513-0299

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS CHANGES – LOSS PAYMENT

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART

### A. Loss Payment

1. With respect to the Boiler And Machinery Coverage Part and Commercial Crime Coverage Part, the following conditions are added.
2. With respect to the Commercial Inland Marine Coverage Part, the following conditions replace Item E. **Loss Payment** in the Commercial Inland Marine Loss Conditions:

#### a. Claims Handling

- (1) Within 15 days after we receive written notice of claim, we will:
  - (a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment;
  - (b) Begin any investigation of the claim; and
  - (c) Request a signed, sworn proof of loss, specify the information you must provide and supply you with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary.

- (2) We will notify you in writing as to whether:

- (a) The claim or part of the claim will be paid;
- (b) The claim or part of the claim has been denied, and inform you of the reasons for denial;
- (c) More information is necessary; or
- (d) We need additional time to reach a decision. If we need additional time, we will inform you of the reasons for such need.

We will provide notification, as described in (2)(a) through (2)(d) above, within:

- (i) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- (ii) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson.

If we have notified you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

b. We will pay for covered loss or damage within 5 business days after:

- (1) We have notified you that payment of the claim or part of the claim will be made and have reached agreement with you on the amount of loss; or
- (2) An appraisal award has been made.

However, if payment of the claim or part of the claim is conditioned on your compliance with any of the terms of this policy, we will make payment within 5 business days after the date you have complied with such terms.

**c. Catastrophe Claims**

If a claim results from a weather related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described in a. and b. above are extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather related event which is:

- (1) Declared a disaster under the Texas Disaster Act of 1975; or
- (2) Determined to be a catastrophe by the State Board of Insurance.

d. The term "business day", as used in this endorsement, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

**B. With respect to the Commercial Inland Marine Coverage Part the following is added:**

We will not be liable for any part of a "loss" that has been paid or made good by others.

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

IL 02 88 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL CRIME COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM  
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM

**A. The following is added to Paragraph 2. of the  
Cancellation Common Policy Condition:**

We may cancel this policy for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.

**B. The following condition is added:**

**NONRENEWAL**

We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

**SECTION I – COVERAGES****COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
  - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

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- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

#### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

#### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

#### j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed.

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Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

**COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance ; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

### b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

### c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

### d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

### e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

### f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

### g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

### h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

### i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

### j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

### k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

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**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**COVERAGE C MEDICAL PAYMENTS****1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;

- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while taking part in athletics.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**h. War**

Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

**SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.

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- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section 1 – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

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**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      - (d) Arising out of his or her providing or failing to provide professional health care services.
    - (2) "Property damage" to property:
      - (a) Owned, occupied or used by,
      - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
  - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
  - a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

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When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

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3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

  - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
  - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;
  - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

  - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
  - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
    - (1) Power cranes, shovels, loaders, diggers or drills; or
    - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
  - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - (2) Cherry pickers and similar devices used to raise or lower workers;
  - f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
 

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

    - (1) Equipment designed primarily for:
      - (a) Snow removal;
      - (b) Road maintenance, but not construction or resurfacing; or
      - (c) Street cleaning;
    - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
    - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

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**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
  - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include** vending machines or other property rented to or located for the use of others but not sold.

**22. "Your work":****a. Means:**

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

**b. Includes**

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

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COMMERCIAL GENERAL LIABILITY  
CG 24 09 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOVERNMENTAL SUBDIVISIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **Section II – Who Is An Insured** is amended to include as an insured any elective or appointive officer or a member of any board or commission or agency of yours while acting within the scope of their duties as such.
- B. Paragraph b. of the definition of "mobile equipment" in the **Definitions** Section is replaced by the following:
12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- b. Vehicles maintained for use solely on or next to premises you own or rent. However, any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage:"

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured;" or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

- (a) Any "nuclear reactor;"
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

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CUMIS Insurance Society, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ESIP POLLUTION LIABILITY COVERAGE

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### I. The following changes apply to SECTION I - COVERAGES:

- A. Exclusion 2.f.(1)(a) under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to read:

At or from any "underground storage tank system" located at any premises, site or location owned, occupied or rented by the insured prior to or during the policy period. However, this exclusion shall not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire;

- B. Exclusion 2.f.(1)(d) under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to your "emergency service actions" nor to your "emergency training actions."

- C. Exclusion 2.f.(2)(b) does not apply to loss, costs, expenses, claims or suits arising directly out of your "emergency service actions" or "emergency training actions."

#### II. The following is added to **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

##### "Corrective Action Costs" Reimbursement

We will pay up to \$500,000 in the aggregate per policy year for "corrective action costs" that you become legally obligated to pay, provided the "corrective action costs" arise directly out of a "pollution incident" that occurs during the policy period at a site or location where you are performing "emergency service actions" or "emergency training actions."

#### III. The following is added to **SECTION V - DEFINITIONS**:

"Corrective action costs" means reasonable and necessary expenses incurred by you for the removal or neutralization of "pollutants" in compliance with any demand or order by the Federal Environmental Protection Agency or by the Environmental Protection Agency or similar agency of any U.S. state government, by whatever name called. "Corrective action costs" exclude fines or penalties imposed by any federal, state, or local governmental authority.

"Emergency service actions" means "your work" that:

- (1) Is conducted away from any premises you own, rent or occupy; and
- (2) Is in response to an official request for emergency aid.

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"Emergency training actions" means your training activities that:

- (1) Are conducted away from any premises you own, rent or occupy; and
- (2) Form a part of your pre-planned and pre-scheduled official training activities.

"Emergency training actions" includes controlled burns of overgrown vegetation, and fires intentionally ignited by you away from any premises you own, rent or occupy for the purposes of fire suppression training and instruction.

"Environmental damage" means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or pollutants.

"Regulated substances" means:

- (1) Petroleum and all refined by-products of petroleum such as gasoline, diesel fuel, fuel oil, kerosene, or propane; and
- (2) Any hazardous substance as defined in Section 101(4) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Pollution incident" means emission, discharge, release or escape of "pollutants" into or upon land, the atmosphere, or any watercourse or body of water, provided that such emission, discharge, release or escape results in "environmental damage". The entirety of any such emission, discharge, release or escape shall be deemed to be one "pollution incident".

"Underground storage tank system" means a tank or tanks including any connected piping, ancillary equipment and containment systems that are:

- (1) Used to contain "regulated substances;" and
- (2) Located partially or wholly below the surface of the ground; and
- (3) In contact with any surface or subsurface soils.

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**CUNA MUTUAL GROUP***CUMIS Insurance Society, Inc.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **ESIP NON-MONETARY CLAIMS COVERAGE**

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This endorsement modifies the insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

In the event of a "claim" or "suit" against the insured arising out of a "wrongful act," coverage for which is not otherwise excluded under this coverage part, seeking remedial action, or relief or redress in any form other than monetary damages, we will pay up to \$25,000 reimbursement to the insured for reasonable legal expenses incurred by the insured in defending such "claim" or "suit." Reimbursable legal expenses are limited to:

- (1) fees or expenses paid by the insured to an attorney or law firm;
- (2) fees or expenses paid by the insured to the court having jurisdiction over such "claim" or "suit";
- (3) fees or expenses paid by the insured to witnesses that testify on the insured's behalf except for any witness who is an insured; and
- (4) the cost of any required court bonds paid by the insured, but we do not have to furnish these bonds.

In the event of multiple "claims" or "suits", all of which pertain to the same "wrongful act," or pertain to a series of related "wrongful acts", \$25,000 is the most we will reimburse the insured for all covered legal expenses arising out of such multiple "claims" or "suits" regardless of the number of "claims" or "suits" or claimants.

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299



CUNA MUTUAL GROUP

CUMIS Insurance Society, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ESIP EMERGENCY SERVICE LIABILITY**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM****I. The following is added to SECTION I - COVERAGES:****COVERAGE D EMERGENCY SERVICE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we have no duty to defend the insured against any "suit" seeking damages for a "wrongful act" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any "claim" or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**;
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A, B, D**, or medical expenses under **COVERAGE C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D**.
- b. This insurance applies to a "wrongful act" only if:
  - (1) Such "wrongful act" takes place in the "coverage territory"; and
  - (2) Such "wrongful act" takes place during the policy period.

**2. Exclusions**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising out of:
  - (1) The rendering of or failure to render "emergency medical services".
  - (2) The ownership, maintenance, use or entrustment to others of any aircraft, watercraft, "auto", or "mobile equipment" owned or operated by or rented or loaned to any insured. Use includes operation and "loading and unloading".
  - (3) Causing or contributing to the intoxication of any person, furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol, or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
  - (4) Loss of or damage to property owned by an insured.
- b. (1) Any obligation of the insured under any workers compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to "benefits administration".
- (2) "Bodily injury" to an "employee" or volunteer if, as respects such "bodily injury", you are required to provide benefits for the "employee" or volunteer under any workers compensation or disability benefits

- law or similar law and you fail to do so. This exclusion does not apply to "employment related practices".
- c. "Personal injury" or "advertising injury".
  - d. Failure to effect or maintain any insurance or bonds of any kind. This exclusion does not apply to "benefits administration".
  - e. Liability assumed by an insured under any contract or agreement.
  - f. Breach of contract other than an "employment contract."
  - g. The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants;" including
    - (1) Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants;" or
    - (2) Any "claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of "pollutants."
  - h. The under-funding or inadequate funding of any qualified or non-qualified pension or service awards program, or any liability imposed under the Employee Retirement Income Security Act (E.R.I.S.A.) of 1974, Public Law 93-406, commonly referred to as the Pension Reform Act of 1974, or similar provisions of any federal, state or local statutory law.
  - i. An insured acting as a director or officer, or in a fiduciary capacity as trustee, or in any similar capacity, for any person or organization other than the named insured.
    - (1) This exclusion does not apply to an insured who, with your express approval and consent, serves as an officer or director of any not-for-profit organization that is outside of your control and qualifies as a not-for-profit organization under the provisions of the Internal Revenue Code.
    - (2) Such coverage as is provided under this policy is excess over and shall not contribute with:
      - (a) Any insurance purchased by or on behalf of any organization described in i.(1) above; and
      - (b) Any other indemnification to which the insured is entitled from the organization described in i.(1) above.
    - (3) In no event will the insurance provided under this policy inure to the benefit of the organization described in i.(1) above, or to any of its directors, officers or employees, except to the extent that coverage is provided to an insured under this policy as set forth in i.(1) above.
  - j. Any "claim" seeking relief or redress in any form other than monetary damages.
  - k. Any "claim" made against the insured based upon or attributable to their gaining any profit or advantage to which they were not legally entitled.
  - l. Gross negligence, or any fraudulent, dishonest, malicious, or criminal act by the insured; or any malicious or intentional discrimination or harassment of any kind by the insured including, but not limited to, that which is based on or related to race, religion, age or gender.
    - (1) This exclusion does not apply to the liability of any insured for negligent hiring, negligent training, negligent supervision or negligent failure to supervise any person committing, or alleged to have committed, such "wrongful acts."
    - (2) This exclusion does not apply to the vicarious liability of any insured acting as an employer, supervisor or principal of the person committing, or alleged to have committed, such "wrongful act." Our duties and obligations shall apply severally to each insured to whom this exclusion applies.
    - (3) We will defend any "claim" or "suit" against the insured alleging such "wrongful acts" in a civil proceeding subject to all other terms and conditions of the policy, however, we will not defend the insured in a criminal proceeding. We shall have no obligation to pay any "damages" on behalf of any insured who accepts liability, is found to have in fact committed such "wrongful acts", or is found

legally liable for such "wrongful acts." Our duty to defend any such "claim" shall apply independently and separately to each insured person and shall cease when:

- (a) The insured is found to have in fact committed such "wrongful acts;" or
- (b) A judicial authority having jurisdiction of such "claim" enters a finding of liability against the insured person for such "wrongful acts."
- m. Fines or penalties imposed by any federal, state or local governmental authority.
- n. Costs or expenses incurred by the insured to comply with any demand or order by any federal, state or local governmental authority.
- o. Back wages owed by the insured to comply with the Federal Fair Labor Standards Act.
- p. The operation of the principles of eminent domain, inverse condemnation, condemnation proceedings, adverse possession, or dedication by adverse use, including similar actions by whatever name called.

**II. SUPPLEMENTARY PAYMENTS COVERAGES A AND B** is amended to read:

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B, and D.**

**III. Paragraph 2. of SECTION III - LIMITS OF INSURANCE** is deleted and replaced with the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Damages under **COVERAGES A**, except damages because of "bodily injury" or "property damage" included in the "products/completed operations hazard."
  - b. Damages under **COVERAGE B** and **D**; and
  - c. Medical expenses under **COVERAGE C**.

**IV. Paragraph 5. of SECTION III - LIMITS OF INSURANCE** is deleted and replaced with the following:

- 5. a. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - (1) Damages under **COVERAGES A** and **D**; and
  - (2) Medical expenses under **COVERAGE C**
 Arising out of any one "occurrence."
- b. For the purposes of determining Limits of Insurance, all "claims" and "suits" under **COVERAGE D** which arise out of a single "wrongful act" or a series of related "wrongful acts" shall be considered a single "occurrence."

**V. Clause a. under Paragraph 2. Duties in the Event of Occurrence, Claim or Suit of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

- 2. Duties in the Event of Occurrence, Claim or Suit
  - a. You must see to it that we are notified as soon as practicable of a "wrongful act," "occurrence" or offense which may result in a "claim" or "suit." To the extent possible, notice should include:
    - (1) How, when and where the "wrongful act," "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage.

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

**VI. SECTION I - COVERAGES and SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

All references to **COVERAGES A** and **B** are amended to read **COVERAGES A, B, and D**.

**VII. Clause b. Excess Insurance** under Paragraph 4. **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

**b. Excess, Prior or Subsequent Insurance**

This insurance is excess over:

- (1) Any other valid and collectible insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended coverage, Builder's Risk, Installation Risk or similar coverage for "your work;"
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
  - (c) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft, to the extent not subject to Exclusion g. of **SECTION I - COVERAGE A**.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under **COVERAGE A, B, or D** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will only pay our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this coverage Part.

**VIII. The following are added to SECTION V - DEFINITIONS:**

"Benefits administration" means an actual or alleged act, error or omission by you or any insured arising out of the performance of the following functions as respects your "benefits program":

- a. Determining who is eligible to participate;
- b. Enrolling new participants;
- c. Terminating participants;
- d. Determining benefits, including, but not limited to, maintaining records of service or employment;
- e. Processing claims;
- f. Collecting funds and applying them as required by your "benefits program";

- g. Preparing reports required by state or federal government agencies;
- h. Giving advice to participants or prospective participants, including, but not limited to, providing reports, booklets, pamphlets, memos or messages to participants.

"Benefits program" means:

- a. Any government-mandated insurance program for workers compensation, unemployment, social security or disability benefits operated for the benefit of your officers, directors, commissioners, board members, "employees", or volunteers; or
- b. Any employee benefit plan so defined by the Employee Retirement Income Security Act of 1974 operated for the benefit of your officers, directors, commissioners, board members, "employees", or volunteers including, but not limited to, pension plans, profit-sharing plans, group life insurance, group accident insurance, group health, medical, or hospitalization insurance.

"Claim" means:

- a. A verbal or written notice from any person or organization that it is their intent to seek damages from an insured because of a "wrongful act";
- b. A verbal or written demand for money damages because of a "wrongful act"; or
- c. A verbal or written request for remedial action by an insured because of a "wrongful act".

This definition only applies to **COVERAGE D EMERGENCY SERVICE LIABILITY**.

"Discharge of professional duties" means work or operations performed by you or on your behalf as a fire department, ambulance company, rescue squad, emergency service association or other organization described in the Declarations. "Discharge of professional duties" includes, but is not limited to, training activities, fundraising, and community service.

"Employment contract" means a two-party contract between you and a single individual "employee".

"Employment contract" does not mean a labor union contract or other collective bargaining agreement.

"Employment related practices" means any of the following actual or alleged acts, errors or omissions by you or any insured involving a current or former "employee" or volunteer, applicant for employment, or volunteer applicant:

- a. Discrimination, coercion, harassment, or humiliation based on race, ethnic or national origin, marital status, medical condition, gender, age, physical appearance, physical or mental impairment, sexual orientation, or political affiliation;
- b. Sexual harassment;
- c. Termination of employment or volunteer duties including retaliatory or constructive discharge;
- d. Breach of "employment contract;"
- e. Failure to employ;
- f. Deprivation of a career opportunity;
- g. Failure to promote;
- h. Disciplinary action;
- i. Demotion or evaluation;
- j. Infliction of emotional distress.

"Emergency medical service" means any actual or alleged act, error or omission by you or any insured in providing or failing to provide:

- a. First aid, firefighting, or emergency rescue services;
- b. Professional services of emergency medical technicians (EMTs), paramedics, or nurses;
- c. Furnishing or dispensing drugs, or surgical or medical supplies or devices;
- d. Ambulance or emergency medical transportation services; and
- e. Dispatching personnel to provide any of the above services.

"Suit" means a civil proceeding seeking money damages or remedial action because of a "wrongful act." "Suit" shall include an arbitration or other alternative dispute resolution proceeding to which an insured must submit, or submits with our consent, arising out of a "wrongful act." This definition applies only to **COVERAGE D EMERGENCY SERVICE LIABILITY**.

"Wrongful act" means:

- a. An actual or alleged act, error or omission by you or any insured arising out of the "discharge of professional duties" of the Named Insured.
- b. "Benefits administration";
- c. "Employment related practices".

As respects your officers and board members, "wrongful act" shall include actual or alleged malfeasance, misfeasance, or nonfeasance relating to the duties of their office or board position.

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

**CUNA MUTUAL GROUP***CUMIS Insurance Society, Inc.*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEXAS CHANGES

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This endorsement modifies the insurance provided under the following:

### ESIP COVERAGE EXTENSIONS

Section IV. AIRCRAFT AND WATERCRAFT is replaced by the following:

#### IV. WATERCRAFT

Exclusion 2.g.(2) under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following:


- (2) A watercraft that is not being used to carry persons or property for a charge and which:
- (a) You do not own; or
  - (b) Which you do own but it is less than 26 feet long.

EXTRACO INSURANCE SVC. CORP.  
P.O. BOX 299  
BELTON, TEXAS 76513-0299

**WILLIAMSON COUNTY BID FORM****AGGREGATE FOR UNIFIED ROAD AND BRIDGE SYSTEM****BID NUMBER: 03WCA002      BID OPENING DATE & TIME: AUGUST 15, 2002 – 2:00 PM****CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003**

The 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 Invitation for Bid, 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:** Vulcan Construction Materials, LP**Mailing Address:** P. O. Box 791550**City:** San Antonio **State:** TX **Zip:** 78279-1550**Email Address:** pwootton@vmcmail.com**Telephone:** ( 210 ) 524-3500 **Fax:** ( 210 ) 524-3555

 **Date of BID:** August 15, 2002  
Signature of Person Authorized to Sign BID

**Name and Title of Signer:** Pat Wootton, Sr. Sales Representative  
(Please Print or Type)**PLEASE COMPLETE THE FOLLOWING:****Prompt Payment Discount:** NET % 30 days. (If no discount is offered, Net 30 will apply.)☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ low item basis. (Will accept award on "any or all" items.)**List Additional Limitations if applicable:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID****VENDOR NAME:** Vulcan Construction Materials, LP

**WILLIAMSON COUNTY**  
**BID SPECIFICATIONS/BID SHEET**  
**AGGREGATE FOR UNIFIED ROAD AND BRIDGE SYSTEM**

**BID NUMBER: 03WCA002****BID OPENING DATE & TIME: AUGUST 15, 2002 – 2:00 PM**

ALL ITEMS MUST CONFORM TO TxDOT 1993 STANDARDS.

ALL ITEMS ARE SUBJECT TO TESTING.

ALL ITEMS WILL BE ORDERED ON AN AAS NEEDED BASIS.

ALL QUANTITIES SHOWN ARE ESTIMATED QUANTITIES. THE ACTUAL QUANTITY PURCHASED MAY BE MORE OR LESS. THE COUNTY IS NOT OBLIGATED TO PURCHASE ANY MINIMUM AMOUNT AND THE COUNTY MAY PURCHASE ANY REASONABLE AMOUNT GREATER THAN THE ESTIMATE FOR THE SAME UNIT PRICE.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Aggregate, TxDot Item 302, Type B, Grade 3	5,000	Ton	No Bid	
2	Aggregate, TxDot Item 302, Type B, Grade 4	5,000	Ton	No Bid	
3	Aggregate, TxDot Item 302, Type B, Grade 5	500	Ton	No Bid	
4	Aggregate, TxDot Item 302, Type B, Grade 6	500	Ton	No Bid	
5	Pre-Coat Aggregate, TxDot Item 302, Type PE, Grade 4	500	Ton	See Attached	
6	Pre-Coat Aggregate, TxDot Item 302, Type PE, Grade 5	500	Ton	See Attached	
7	Aggregate, Trap Rock, Grade 3	500	Ton	See Attached	
8	Aggregate, Trap Rock, Grade 4	500	Ton	See Attached	
9	Aggregate, Trap Rock, Grade 5	500	Ton	See Attached	
10	Aggregate, Trap Rock, Grade 6	500	Ton	See Attached	

VENDOR NAME: Vulcan Construction Materials  
LPAGGREGATE  
ATTACHMENT

VENDOR:

PAGE 1 of 1



August 14, 2002

Williamson County Auditor's Office  
Purchasing Department  
710 Main Street – Suite 303  
Georgetown, TX 78626

Attachment to Bid No. 03WCA002 – Aggregate Annual Contract for Unified  
Road and Bridge System

**Items 5, & 6**

<u>Truck Delivery</u>	<u>Unit Price/Ton</u>
Granger	\$33.30 Ton
Florence	\$33.30 Ton
Liberty Hill	\$32.41 Ton
Taylor	\$31.97 Ton
Georgetown	\$31.09 -Ton

**Items 7, 8, 9 & 10**

<u>Truck Delivery</u>	<u>Unit Price/Ton</u>
Granger	\$28.09 Ton
Florence	\$27.21 Ton
Liberty Hill	\$26.49 Ton
Taylor	\$26.14 Ton
Georgetown	\$25.38 Ton

VENDOR NAME: Vulcan Construction Materials, LP

SOUTHWEST DIVISION, VULCAN CONSTRUCTION MATERIALS, LP  
P.O. BOX 791550 • SAN ANTONIO, TEXAS 78279-1550 • TELEPHONE 210 524-3500

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**WILLIAMSON COUNTY AUDITOR'S OFFICE  
PURCHASING DEPARTMENT  
710 MAIN STREET - SUITE 303  
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

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## **WILLIAMSON COUNTY PURCHASING DEPARTMENT**

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### **FORMAL REQUEST FOR BIDS**

#### **AGGREGATE FOR UNIFIED ROAD AND BRIDGE SYSTEM**

**BID NUMBER: 03WCA002      BID OPENING DATE & TIME: AUGUST 15, 2002 – 2:00 PM**

**CONTRACT PERIOD:    OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003**

<b>PURCHASING CONTACT</b>	<b>TECHNICAL CONTACT</b>
Ginny Atkinson 710 Main Street – Suite 303 Georgetown, TX 78626 (512) 943-1554 <a href="mailto:gatkinson@williamson-county.org">gatkinson@williamson-county.org</a>	Greg Bergeron 3151 S.E. Inner Loop – Suite B Georgetown, TX 78626 (512) 930-3330 <a href="mailto:roads@wilco.org">roads@wilco.org</a>

**FOR DETAILED SPECIFICATIONS AND QUESTIONS RELATING TO THE BIDDING PROCESS, CONTACT GINNY ATKINSON.**

**FOR TECHNICAL QUESTIONS CONTACT GREG BERGERON.**

### **Contents**

<b>Bid Instructions/Requirements</b>	<b>Page 1 - 5</b>
<b>Public Notice</b>	<b>Page 6</b>
<b>Bid Check List</b>	<b>Page 7</b>
<b>Official Bid Form</b>	<b>Page 8</b>
<b>Bid Specification(s)/Bid Sheet(s)</b>	<b>Attached Page 1 of 1</b>

**VENDOR NAME:    Vulcan Construction Materials, LP**

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## WILLIAMSON COUNTY PURCHASING DEPARTMENT

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### BID INSTRUCTIONS/REQUIREMENTS

Bids must be received in the Williamson County Auditor's Office prior to **2:00 PM on Thursday, August 15, 2002**. At which time the bids will be opened in the Commissioners' Courtroom on the 2nd floor of the County Courthouse. Bids received after that time will not be opened and will be considered void and unacceptable. As to each item bid, the Court may either reject all bids or award a contract to the lowest and best bid.

SEALED BIDS may be hand-delivered to:  
Williamson County Auditor's Office  
Attn: Ginny Atkinson - Purchasing  
Third (3rd) floor - Suite 303  
Williamson County Courthouse (on the square)  
710 Main Street, Georgetown, Texas  
OR

SEALED BIDS may be mailed to:  
Williamson County Auditor's Office  
Attn: Ginny Atkinson - Purchasing  
710 Main St. - Suite 303  
Georgetown, Texas 78626

**FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS WILL BE ACCEPTED.**

- ❖ PLEASE GO TO THE COUNTY PROCUREMENT WEB SITE FOR INSTRUCTIONS ON SUBMITTING A FACSIMILE OR ELECTRONIC MAIL BID. [www.williamson-county.org](http://www.williamson-county.org)  
BIDS SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL ARE NOT REQUIRED TO SUBMIT BIDS IN TRIPLICATE OR A SEALED ENVELOPE.

**ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT.**

**ALL INFORMATION REQUIRED BY THE BID FORM MUST BE FURNISHED OR THE BID MAY BE DEEMED NON RESPONSIVE. WHERE THERE IS AN ERROR IN THE EXTENSION OF PRICE, THE UNIT PRICE SHALL GOVERN.**

**ALL BIDS MUST BE SUBMITTED IN TRIPLICATE (1 ORIGINAL COMPLETE BID SET & 2 COPIES – BID SETS MUST BE MARKED ORIGINAL OR COPY). A BID SET CONSISTS OF COUNTY BID FORM, BID SPECIFICATIONS, BID SHEETS, & ANY OTHER DOCUMENTATION REQUIRED BY THE BID.**

**ALL BIDS MUST BE RETURNED IN A SEALED ENVELOPE, MARKED WITH THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME. IF AN OVERNIGHT DELIVERY SERVICE IS GOING TO DELIVER THE BID THE BID NAME, BID NUMBER, AND BID OPENING DATE & TIME MUST ALSO APPEAR ON THE OUTSIDE OF THE DELIVERY SERVICE ENVELOPE.**

1. It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his bid to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner or Justice Precinct is a separate department.

(1) Unless the bid received expressly states that the bidder will accept only the award of all items proposed, each item in the bid will be considered separately and will be rejected or awarded on a low item basis.

VENDOR NAME: Vulcan Construction Materials, LP

Page 2 of 8

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(2) Unless the bid expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or bid expressly states otherwise, bids will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the bid, shall be at the discretion of Commissioners' Court at the time a bid is awarded.

2. No more than one bid will be awarded for any item for a single department and area. All bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.
3. All of the items listed are to be Free On Board to final destination (FOB DESTINATION) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
4. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the BID expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2003. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.
5. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty four (24) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of thirty-six (36) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Contractor may elect to terminate this agreement, with no additional liability to the County. The County and the Contractor agree that termination shall be the Contractors sole remedy under this circumstance.
6. The estimated quantity of each item listed in the notice is only an estimate – the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.
7. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of Williamson County.
8. Awards should be made approximately thirty (30) days after the bid opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 943-1554 or by e-mail at [gatkinson@williamson-county.org](mailto:gatkinson@williamson-county.org).
9. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2002/September 30, 2003 fiscal year.

VENDOR NAME: Vulcan Construction Materials, LP

10. **Late BID:** Bids received after submission deadline will not be opened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier service, etc.
11. **Altering BID:** Bids cannot be altered or amended after submission deadline.
12. **Sales Tax:** Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.
13. **Contract:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.
14. **Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various bid Packages and or bid Instructions/Requirements.
15. **Delivery Times and Locations:** The commodity and/or service covered by this bid shall be as stated in the various bid Packages.
16. **Payments:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:
  - (1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address
  - (2) County contract, Purchase Order, and/or delivery order number
  - (3) Identification of items or service as outlined in the contract
  - (4) Quantity or quantities, applicable unit prices, total prices, and total amount
  - (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.
17. **Conflict of Interest:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
18. **Ethics:** The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.
19. **Minimum Standards for Responsible Bidders:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - a. have adequate financial resources, or the ability to obtain such resources as required;
  - b. be able to comply with the required or proposed delivery schedule;
  - c. have a satisfactory record of performance;
  - d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.
20. **References:** Williamson County **REQUIRES** bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.
21. **Bidder shall:** provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.
22. **Termination for Default:** Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the

VENDOR NAME: Vulcan Construction Materials, LP

Page 4 of 8

event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

23. **Contract Administration:** Under this contract, Ginny Atkinson, Assistant Purchasing Director, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.
24. **Purchase Order:** A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.
25. **Silence of Specifications:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
26. **BIDS MUST BE:** legible and of a quality that can be reproduced.
27. **BID forms** that are included in the bid package shall be used. **CHANGES to bid forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the bid forms and or specifications shall be made on an attachment to the bid package. Call Ginny Atkinson (512) 943-1554 for explanation if exceptions are needed.
28. **THE TEXAS HAZARD COMMUNICATION ACT**, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.
29. **THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY** Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractor/sub-contractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the county at the work site. When exposure to a hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

## PUBLIC NOTICE WILLIAMSON COUNTY INVITATION FOR BIDS

The Williamson County Commissioner's Court invites the submission of sealed Bids for:

VENDOR NAME: Vulcan Construction Materials, LP

**2003 FISCAL YEAR ANNUAL PURCHASES  
FOR UNIFIED ROAD AND BRIDGE SYSTEM**

**INCLUDING BUT NOT LIMITED TO:**

**Asphalt mixes, asphalt cement & cut back asphalt, aggregate, culverts-corrugated metal, filters for vehicles & equipment, fuel, guardrail materials & labor, hauling, heavy equipment parts & service/labor, road base materials, vehicle repair parts, and windshield glass.**

**Sealed Bids will be publicly opened and read aloud in the Williamson County Commissioner's Courtroom, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Thursday, August 15, 2002 at 2:00 PM.**

**Detailed specifications may be obtained by calling Ginny Atkinson at (512) 943-1554 or by visiting the Williamson County Procurement web site.**

**<http://www.williamson-county.org/Procurement>**

**The Williamson County Commissioner's Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all Bids.**

**Issued by order of the Williamson County Commissioner's Court on July 16, 2002.  
John C. Doerfler, County Judge.**

VENDOR NAME: Vulcan Construction Materials, LP

**BID CHECK LIST**

**Please check the following prior to sealing and submitting your Bid.**

1. **Official Williamson County Bid Form Completed, signed, and enclosed?**  
YES ✓ NO
2. **All Bid specification sheets completed (including company name at bottom of each sheet) and attached?**  
YES ✓ NO
3. **Have you included and marked (original or copy) three (3) complete Bid sets as required?**  
YES ✓ NO
4. **Have you written the name of your business on the front of the sealed envelope?**  
YES ✓ NO
5. **Have you written the Bid name, Bid number, and Bid opening date & time on the front of the sealed envelope?**  
YES ✓ NO
6. **Are you using an overnight delivery service to deliver your bid? If you are have you written the Bid name, Bid number, and Bid opening date & time on the outside of the delivery service envelope?**  
YES ✓ NO

VENDOR NAME: Vulcan Construction Materials, LP

**WILLIAMSON COUNTY BID FORM****ROAD BASE MATERIALS FOR UNIFIED ROAD AND BRIDGE SYSTEM**

BID NUMBER: 03WCA027      BID OPENING DATE &amp; TIME: AUGUST 15, 2002 - 2:00 PM

CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003

The 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 Invitation for Bid, 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: Glenn Fyqua, Inc.Mailing Address: P.O. Box 589City: Navasota State: Tx Zip: 77868Email Address: N/ATelephone: (936) 825-7153 Fax: (936) 825-2463Signature of Person Authorized to Sign BID: Daphne Day Date of BID: 8-13-02Name and Title of Signer: Daphne Day  
(Please Print or Type)**PLEASE COMPLETE THE FOLLOWING:**Prompt Payment Discount: N/A % \_\_\_\_\_ days. (If no discount is offered, Net 30 will apply.)☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☒ low item basis. (Will accept award on "any or all" items.)List Additional Limitations if applicable: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

**WILLIAMSON COUNTY**  
**BID SPECIFICATIONS/BID SHEETS**

**ROAD BASE MATERIALS ANNUAL CONTRACT**

**BID NUMBER: 03WCA027**

**BID OPENING DATE & TIME: AUGUST 15, 2002 - 2:00 PM**

**CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003**

ALL ITEMS MUST CONFORM TO TxDOT 1993 STANDARDS.

ALL ITEMS ARE SUBJECT TO TESTING.

ALL ITEMS WILL BE ORDERED ON AN [AS NEEDED] BASIS.

ALL QUANTITIES SHOWN ARE ESTIMATED QUANTITIES. THE ACTUAL QUANTITY PURCHASED MAY BE MORE OR LESS. THE COUNTY IS NOT OBLIGATED TO PURCHASE ANY MINIMUM AMOUNT AND THE COUNTY MAY PURCHASE ANY REASONABLE AMOUNT GREATER THAN THE ESTIMATE FOR THE SAME UNIT PRICE.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION														
1	Flexible Base, TxDot Item 247, Type A, Grade 2, Class 2	60,000	Ton	3.10	186,000.00														
2	Flexible Base, TxDot Item 247, Type A, Grade 4	5,000	Ton																
3	1" x 3" Hard Stone, TxDot Item 432.3	100	Ton																
4	3" x 5" Hard Stone, TxDot Item 432.3	100	Ton	5.90	590.00														
5	12" Rip Rap, TxDot Item 432.3  MUST MEET THE FOLLOWING SPECS FOR % RETAINED <table><tr><td><u>SIEVE SIZE</u></td><td><u>% RETAINED</u></td></tr><tr><td>15"</td><td>0</td></tr><tr><td>12"</td><td>0-15</td></tr><tr><td>8"</td><td>10-50</td></tr><tr><td>3"</td><td>80-100</td></tr><tr><td>1"</td><td>90-100</td></tr></table>	<u>SIEVE SIZE</u>	<u>% RETAINED</u>	15"	0	12"	0-15	8"	10-50	3"	80-100	1"	90-100	100	Ton	12.00	1,200.00		
<u>SIEVE SIZE</u>	<u>% RETAINED</u>																		
15"	0																		
12"	0-15																		
8"	10-50																		
3"	80-100																		
1"	90-100																		
6	18" Rip Rap, TxDot Item 432.3  MUST MEET THE FOLLOWING SPECS FOR % RETAINED <table><tr><td><u>SIEVE SIZE</u></td><td><u>% RETAINED</u></td></tr><tr><td>18"</td><td>0</td></tr><tr><td>15"</td><td>20-60</td></tr><tr><td>12"</td><td>45-80</td></tr><tr><td>8"</td><td>75-100</td></tr><tr><td>6"</td><td>80-100</td></tr><tr><td>- 6"</td><td>0-20</td></tr></table>	<u>SIEVE SIZE</u>	<u>% RETAINED</u>	18"	0	15"	20-60	12"	45-80	8"	75-100	6"	80-100	- 6"	0-20	100	Ton	12.00	1,200.00
<u>SIEVE SIZE</u>	<u>% RETAINED</u>																		
18"	0																		
15"	20-60																		
12"	45-80																		
8"	75-100																		
6"	80-100																		
- 6"	0-20																		

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
7	Crushed Limestone, Base Screenings	100	Ton	1.80	180.00
8	Crushed Limestone, Washed Screenings	50	Ton	NB	
9	Crushed Limestone, Dry Screenings	100	Ton	1.80	180.00
10	Crushed Limestone, Fill Material	100	Ton	1.80	180.00
11	1 1/2" Concrete Aggregate, TxDot Item 421	50	Ton	NB	
12	3" Crushed Base	100	Ton	3.10	310.00
13	24" Rip Rap	100	Ton	12.00	1200.00

**Austin Bridge & Road**

An Austin Industries Company

12112 Volente Road (RM 2769)  
Austin, Texas 78726  
512 835-1808  
512 835-7380 (Fax)

FAX

DATE: 8/15/02TO: COMPANY: Williamson County Auditors OfficeATTENTION: Ginny AtkinsonFROM: Ken Davis - EstimatorFAX NO: (509) 471-0623TOTAL PAGES INCLUDING COVERSHEET: 3

Road Base Materials Bid # D3WCA 027

Author# F 3351 E 2026

## WILLIAMSON COUNTY

## BID SPECIFICATIONS/BID SHEETS

## ROAD BASE MATERIALS ANNUAL CONTRACT

BID NUMBER: 03WCA027

BID OPENING DATE &amp; TIME: AUGUST 15, 2002 - 2:00 PM

CONTRACT PERIOD: OCTOBER 1, 2002 THRU SEPTEMBER 30, 2003

ALL ITEMS MUST CONFORM TO TxDOT 1993 STANDARDS.

ALL ITEMS ARE SUBJECT TO TESTING.

ALL ITEMS WILL BE ORDERED ON AN AAS NEEDED BASIS.

ALL QUANTITIES SHOWN ARE ESTIMATED QUANTITIES. THE ACTUAL QUANTITY PURCHASED MAY BE MORE OR LESS. THE COUNTY IS NOT OBLIGATED TO PURCHASE ANY MINIMUM AMOUNT AND THE COUNTY MAY PURCHASE ANY REASONABLE AMOUNT GREATER THAN THE ESTIMATE FOR THE SAME UNIT PRICE.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
1	Flexible Base, TxDot Item 247, Type A, Grade 2, Class 2	60,000	Ton	\$ 3 <sup>90</sup>	\$ 234,000 <sup>90</sup>
2	Flexible Base, TxDot Item 247, Type A, Grade 4	5,000	Ton	\$ 3 <sup>25</sup>	\$ 16,250 <sup>25</sup>
3	1" x 3" Hard Stone, TxDot Item 432.3	100	Ton	\$ 6 <sup>25</sup>	\$ 625 <sup>25</sup>
4	3" x 5" Hard Stone, TxDot Item 432.3	100	Ton	\$ 6 <sup>25</sup>	\$ 625 <sup>25</sup>
5	12" Rip Rap, TxDot Item 432.3 MUST MEET THE FOLLOWING SPECS FOR % RETAINED <div style="display: flex; justify-content: space-between;"> <div> <u>SIEVE SIZE</u>  15"  12"  8"  3"  1" </div> <div> <u>% RETAINED</u>  0  0-15  10-50  80-100  90-100 </div> </div>	100	Ton	\$ 10 <sup>00</sup>	\$ 1,000 <sup>00</sup>
6	18" Rip Rap, TxDot Item 432.3 MUST MEET THE FOLLOWING SPECS FOR % RETAINED <div style="display: flex; justify-content: space-between;"> <div> <u>SIEVE SIZE</u>  18"  15"  12"  8"  6"  -6" </div> <div> <u>% RETAINED</u>  0  20-60  45-80  75-100  80-100  0-20 </div> </div>	100	Ton	\$ 20 <sup>00</sup>	\$ 2,000 <sup>00</sup>

ROAD BASE MATERIALS  
ATTACHMENT

Page 1 of 2

VENDOR NAME:

AUSTIN ASPHALT,  
GEORGETOWN PLANT

	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION
7	Crushed Limestone, Base Screenings	100	Ton	\$ 2 <sup>75</sup>	\$ 275 <sup>00</sup>
8	Crushed Limestone, Washed Screenings	50	Ton	\$ 6 <sup>00</sup>	\$ 300 <sup>00</sup>
9	Crushed Limestone, Dry Screenings	100	Ton	\$ 3 <sup>25</sup>	\$ 325 <sup>00</sup>
10	Crushed Limestone, Fill Material	100	Ton	\$ 3 <sup>25</sup>	\$ 325 <sup>00</sup>
11	1 1/2" Concrete Aggregate, TxDot Item 421	50	Ton	\$ 5 <sup>50</sup>	\$ 275 <sup>00</sup>
12	3" Crushed Base	100	Ton	\$ 6 <sup>00</sup>	\$ 600 <sup>00</sup>
13	24" Rip Rap	100	Ton	\$ 20 <sup>00</sup>	\$ 2000 <sup>00</sup>

ROAD BASE MATERIALS  
ATTACHMENT Page 2 of 2

— VENDOR NAME: —

AYSTIN ASPHALT  
GEORGETOWN PLANT

**AGENDA ITEM 27**

Consider approving Electronic Payment Agreement between Williamson County and Frost National Bank for the County Clerk's Office for LegalEase.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve an electronic payment agreement between Williamson County and Frost National Bank for the County Clerk's Office for LegalEase.

Vote: 3 – 0. **Commissioner Hays was absent from the dais.**

< Attachment >

**ELECTRONIC PAYMENT AGREEMENT**  
**BETWEEN Williamson County AND FROST NATIONAL BANK**

This Electronic Payment Agreement ("Agreement") is made this 17th day of September, 2002, by and between WILLIAMSON COUNTY, TEXAS a political subdivision of the State of Texas, (hereinafter sometimes referred to as "Agency"), and Frost National Bank, 100 West Houston Street, San Antonio, Texas 78296 (hereinafter sometimes referred to as "Bank").

**WITNESSETH**

WHEREAS, the Agency has the authority to collect certain fees for services provided through the office of the County Clerk of Williamson County (hereinafter sometimes referred to as the "Agency Clerk") as set forth in TEX. LOC. GOV'T CODE ANN., Chapter 118, Subchapter B, and other statutes; and

WHEREAS, the Agency and the Bank share the common goal of increasing the speed and ease of the collection of such fees generated by services provided by the Agency Clerk; and

WHEREAS, LegalEase is a product of the Bank operated under an exclusive license of U. S. patent #4,725,719, whereby a person or entity can authorize direct electronic payment to the Agency for services rendered by the Agency; and

WHEREAS, the Agency wishes to provide services through the Agency Clerk via telephone, mail, and/or facsimile and at convenient walk-in locations;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1.0            DEFINITIONS**

1.1      "ACH Electronic Funds Transfer" means the electronic movement of funds through the Automated Clearing House systems operated by the Federal Reserve and participating banks from one financial institution to another.

1.2      "Customer" means the person or entity who has entered into a LegalEase agreement with the Bank and has established a demand deposit account with the Bank specifically for purchasing services through the LegalEase system. Each Customer is assigned a unique customer number by the Bank ("Customer Number").

1.3      "Business Day" means a day on which the Bank is open to the public for carrying on substantially all of its banking functions but not including Saturdays, Sundays and Bank holidays.

1.4      "Agency Clerk" means Nancy E. Rister, the County Clerk of Williamson County, Texas, or [his/her] successor in office or authorized representative.