FUND REQUIREMENTS

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		CENTRAL MAIN FACILITY	CITY OF GEORGETOWN	SEP 02/6512	05-Sep-2002	01.0100.1026.004430	179.86	SEP 02, A #08-0354-00, CENT MAINT
		CENTRAL MAIN FACILITY	CITY OF GEORGETOWN	SEP 02/1686	05-Sep-2002	01.0100.1026.004430	51.07	SEP 02, A #08-0356-00, CENT MAINT
	Total Dept.						**4,182.32**	
	1028	WM CO ACADEMY	INSCO DISTRIBUTING	2506195	21-Aug-2002	01.0100.1028.004510	14.99	PO 65564, PART 42-ICM255, ACADEMY
		WM CO ACADEMY	BERRY HARDWARE CO	380932-00	21-Aug-2002	01.0100.1028.004510	6.71	PO#66538, MIRROR, BOLTS, NUTS, ACADEMY
		WM CO ACADEMY	BERRY HARDWARE CO	381722-00	27-Aug-2002	01.0100.1028.004510	55.68	PO#66538, CAPACITOR, MOTOR, ACADEMY
		WM CO ACADEMY	CITY OF GEORGETOWN	AUG 02/7512	29-Aug-2002	01.0100.1028.004430	2,403.77	AUG 02, A #61-1020-01, ACADEMY
		WM CO ACADEMY	CITY OF GEORGETOWN	AUG 02/3	29-Aug-2002	01.0100.1028.004430	85.89	AUG 02, A #61-1025-01, ACADEMY
	Total Dept.						**2,567.04**	
	1029	BLDGS MAIN OFFICE	OZARKA NATURAL SPRING WATER	02H01159276	16-Aug-2002	01.0100.1029.003905	80.55	AUG 02, A#0115927634, BLDG/MAINT
		BLDGS MAIN OFFICE	ALARM SECURITY GROUP	11631987	21-Aug-2002	01.0100.1029.004510	75.00	REPLACE ALARM CONTROLLER AND 2 KEYPADS DAMAGED BY LIGHTNING 1 - CPU 4110XM + 1 - KEYPAD $150.00, 1 - 6128 KEYPAD $85.00, 1 - BATTERY $35.00, 1 - TRIP CHARGE $75.00 + 2 HOURS LABOR @ $75.00 EA FACILITIES MAINTENANCE OFFICE
		BLDGS MAIN OFFICE	CITY OF GEORGETOWN	SEP 02/9779	05-Sep-2002	01.0100.1029.004430	302.49	SEP 02, A#08-0555-01, BLDG MAINT
	Total Dept.						**458.04**	
	1030	SHERIFF SUB-STATION	PEDERNALES ELECTRIC COOPERATIVE, INC	SEP 02/3561	03-Sep-2002	01.0100.1030.004430	227.87	SEP 02, A#1359-2332-00, SHF/AND MILL
	1032	CEDAR PARK ANNEX	OZARKA NATURAL SPRING WATER	02H00127409	16-Aug-2002	01.0100.1032.003905	52.88	AUG 02, A#0012740957, CP/ANX
		CEDAR PARK ANNEX	OZARKA NATURAL SPRING WATER	02H01159048	16-Aug-2002	01.0100.1032.003905	37.67	AUG 02, A#0115904864, CP/ANX

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		CEDAR PARK ANNEX	OZARKA NATURAL SPRING WATER	02H0116465	16-Aug-2002	01.0100.1032.003905	27.00	AUG 02, A#0116465188, CP/ANX
		CEDAR PARK ANNEX	TXU GAS	SEP 02/3070	03-Sep-2002	01.0100.1032.004430	1,124.69	SEP 02, A#223-3263-98-3, CP/ANX
	Total Dept.						**1,242.24**	
	1033	NEW TAYLOR ANNEX	OZARKA NATURAL SPRING WATER	02H0116457	16-Aug-2002	01.0100.1033.003905	13.75	AUG 02, A#0116457755, NW TAY/ANX
		NEW TAYLOR ANNEX	CITY OF TAYLOR	AUG 02/2014	31-Aug-2002	01.0100.1033.004430	201.12	AUG 02, A #04-0455-01, NEW TAYLOR ANNEX
		NEW TAYLOR ANNEX	CITY OF TAYLOR	AUG 02/5106	31-Aug-2002	01.0100.1033.004430	19.50	AUG 02, A #04-0456-01, NW TAY ANX
	Total Dept.						**234.37**	
	1034	EMS STATION-2604 N. LAWN TAYLOR	CITY OF TAYLOR	AUG 02/3760	31-Aug-2002	01.0100.1034.004430	80.63	AUG 02, A #25-0330-01, EMS NORTHLAWN
	1038	503 MAIN	CITY OF GEORGETOWN	SEP 02/5353	05-Sep-2002	01.0100.1038.004430	381.58	SEP 02, A #58-1365-07, 503 MAIN
Total Fund							**1,093,692.37**	

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0200	0210	UNIFIED ROAD SYSTEM	KILLEEN CRUSHED STONE	19564	07-Aug-2002	01.0200.0210.003550	60.80	AGGREGATE TYPE B GRADE 4 350 TONS X 8.00 SEAL COATING FOR CR 158 & 159 REQUESTED BY: JEFF IVEY
		UNIFIED ROAD SYSTEM	KILLEEN CRUSHED STONE	19564	07-Aug-2002	01.0200.0210.003550	385.68	PO#65750, GD 4 ROCK BASE, URS
		UNIFIED ROAD SYSTEM	KILLEEN CRUSHED STONE	19594	09-Aug-2002	01.0200.0210.003551	194.48	AGGREGATE TYPE A GRADE 6 500 TONS X 8.00 STOCK REQUESTED BY: JEFF IVEY
		UNIFIED ROAD SYSTEM	AVAYA, INC	2714331295	16-Aug-2002	01.0200.0210.004500	12.19	AUG 02, A#0100549121, URS
		UNIFIED ROAD SYSTEM	AUS TEX BODY & FRAME INC	22172	16-Aug-2002	01.0200.0210.004900	1,447.00	WRECK REPAIR / 4916 99 CROWN VIC
		UNIFIED ROAD SYSTEM	GEORGETOWN TRANSPORTATION, INC	33685	19-Aug-2002	01.0200.0210.003551	4,058.00	HAULING BASE MATERIAL FROM GTWN TRANSPORTATION TO CR 239 2373 TONS @ 1.71 PER TON
		UNIFIED ROAD SYSTEM	GEORGETOWN TRANSPORTATION, INC	33685	19-Aug-2002	01.0200.0210.003551	6,016.51	HAULING BASE TO CR 239 9294 TONS X 1.71 REQEUESTED BY: DOYLE L.
		UNIFIED ROAD SYSTEM	VULCAN MATERIALS CO	146612	19-Aug-2002	01.0200.0210.003550	3,680.00	LIMESTONE ROCK ASPHALT PAVEMENT COLD MIX APRX. 100 TONS @ 36.80 PER TONE STOCK FOR GRANGER YARD FOREMAN: E. MARAK
		UNIFIED ROAD SYSTEM	VULCAN MATERIALS CO	146612	19-Aug-2002	01.0200.0210.003550	0.00	LIMESTONE ROCK ASPHALT PAVEMENT COLD MIX FOR STOCK AT TAYLOR YARD 100 TONS X 35.47 REQUESTED BY: EUGENE M.
		UNIFIED ROAD SYSTEM	VULCAN MATERIALS CO	146612	19-Aug-2002	01.0200.0210.003550	-276.29	PO#66624, LRA PM TY D, URS
		UNIFIED ROAD SYSTEM	GEORGETOWN TRANSPORTATION, INC	33685	19-Aug-2002	01.0200.0210.003551	-1.19	PO#66702 & 66100, HAUL ROAD BASE, CR 239, URS
		UNIFIED ROAD SYSTEM	JOE ENGLAND	08/20/02	20-Aug-2002	01.0200.0210.003553	47.10	AUG 19/02, EXP REIMB, URS
		UNIFIED ROAD SYSTEM	CCI TRIAD SYSTEMS CORP	RSB1041121	21-Aug-2002	01.0200.0210.004541	168.00	1 YEAR UPDATE, DATA & LABOR FOR LASERCAT AND SUPPORT $163.00 MONTHLY
		UNIFIED ROAD SYSTEM	KILLEEN CRUSHED STONE	19683	21-Aug-2002	01.0200.0210.003551	2,386.72	AGGREGATE TYPE B GR 3 FOR SEAL COATING CR 302 APRX 500 TONS @ 8.00 PER TON FOREMAN: J. IVEY

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		UNIFIED ROAD SYSTEM	ROMCO EQUIPMENT CO	A33833	21-Aug-2002	01.0200.0210.004900	336.62	COUPLER KIT
		UNIFIED ROAD SYSTEM	ROMCO EQUIPMENT CO	A33833	21-Aug-2002	01.0200.0210.004900	116.75	SOLENOID
		UNIFIED ROAD SYSTEM	KILLEEN CRUSHED STONE	19688	22-Aug-2002	01.0200.0210.003551	1,613.28	AGGREGATE TYPE B GR 3 FOR SEAL COATING CR 302 APRX 500 TONS @ 8.00 PER TON FOREMAN: J. IVEY
		UNIFIED ROAD SYSTEM	ROMCO EQUIPMENT CO	A33898	22-Aug-2002	01.0200.0210.004900	5.00	ESTIMATED FREIGHT
		UNIFIED ROAD SYSTEM	COVERT FORD OF HUTTO, INC	14192	22-Aug-2002	01.0200.0210.004900	13.83	GASKET
		UNIFIED ROAD SYSTEM	ROMCO EQUIPMENT CO	A33898	22-Aug-2002	01.0200.0210.004900	5.65	HEAD BOLT
		UNIFIED ROAD SYSTEM	COVERT FORD OF HUTTO, INC	14192	22-Aug-2002	01.0200.0210.004900	595.00	OIL PUMP
		UNIFIED ROAD SYSTEM	KILLEEN CRUSHED STONE	19688	22-Aug-2002	01.0200.0210.003551	64.24	PO#66536, GD 3 ROCK, URS
		UNIFIED ROAD SYSTEM	COVERT FORD OF HUTTO, INC	14192	22-Aug-2002	01.0200.0210.004900	136.17	PO#66575, KIT REM, URS
		UNIFIED ROAD SYSTEM	ROMCO EQUIPMENT CO	A33951	22-Aug-2002	01.0200.0210.004900	-116.75	PO#66578, SOL PUMP RTN, URS
		UNIFIED ROAD SYSTEM	ROMCO EQUIPMENT CO	A33898	22-Aug-2002	01.0200.0210.004900	166.21	PO#66603, SCR CAP, SOL, URS
		UNIFIED ROAD SYSTEM	GCR AUSTIN TRUCK TIRE CENTER	95305	22-Aug-2002	01.0200.0210.004900	133.89	POLYFILL
		UNIFIED ROAD SYSTEM	HOLT COMPANY OF TEXAS INC	PI010206774	23-Aug-2002	01.0200.0210.004900	123.64	CLAMP AND STOPS FOR CYLINDER SHIELDS / 2004 CAT 416C BACKHOE
		UNIFIED ROAD SYSTEM	LAND LAW CONFERENCE OF TEXAS	08/23/02	23-Aug-2002	01.0200.0210.004232	245.00	LAND - LAW CONFERENCE AUG 23 LAND USE DESIGN FOR, DWIGHT PITTMAN
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	33863	23-Aug-2002	01.0200.0210.004900	2.33	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CAPITOL BEARING SERVICE OF AUSTIN INC	1244013	23-Aug-2002	01.0200.0210.004900	222.00	OIL,AIR & FUEL FILTERS, HYD. HOSE & REPAIR
		UNIFIED ROAD SYSTEM	MINOLTA CORPORATION	C082312276	23-Aug-2002	01.0200.0210.004621	345.84	RENTAL AND MAINTENANCE CONTRACT FOR COPIER SERIAL NUMBER 3132620 MODEL NUMBER EP-6001 PERIOD 10-01-2001 THRU 09-30-2002 AT APRX 345.84 PER MONTH

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		UNIFIED ROAD SYSTEM	MAPSCO, INC	763770	23-Aug-2002	01.0200.0210.004350	209.40	WILLIAMSON COUNTY MAPSCO MAPS ATTN: LIBBY SCHERER
		UNIFIED ROAD SYSTEM	WALKER TIRE COMPANY	LT-42774	26-Aug-2002	01.0200.0210.004900	813.36	11R22.5 G149
		UNIFIED ROAD SYSTEM	WALKER TIRE COMPANY	LT-42774	26-Aug-2002	01.0200.0210.004900	35.00	7.50 X 15 TUBES
		UNIFIED ROAD SYSTEM	BERRY HARDWARE CO	381524-00	26-Aug-2002	01.0200.0210.004900	10.96	AUGUST BLANKET
		UNIFIED ROAD SYSTEM	BERRY HARDWARE CO	381571-00	26-Aug-2002	01.0200.0210.003001	6.99	BLANKET FOR MISC SMALL TOOLS AND EQPT
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003105	89.85	COLOR BOND 24" X 50 YDS WGT 24#
		UNIFIED ROAD SYSTEM	WALKER TIRE COMPANY	LT-42774	26-Aug-2002	01.0200.0210.004900	211.68	DICO 6 PLY
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	0.00	EXCHANGE (4) HPC1823D FOR (4) HP 45 BLACK AT NO CHARGE EQUAL EXCHANGE PER CARI
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	37.00	HP INKJET CARTRIDGE C4844A BLACK
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	37.00	HP INKJET CARTRIDGE C4844A CYAN
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	37.00	HP INKJET CARTRIDGE C4844A MAGENTA
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	37.00	HP INKJET CARTRIDGE C4844A YELLOW
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	38.00	HP PRINTHEADS C4810A (1700CP) BLACKE
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	38.00	HP PRINTHEADS C4811A CYAN
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	38.00	HP PRINTHEADS C4812A MAGENTA
		UNIFIED ROAD SYSTEM	CAD SUPPLIES SPECIALTY, INC	24321	26-Aug-2002	01.0200.0210.003120	38.00	HP PRINTHEADS C4813A YELLOW
		UNIFIED ROAD SYSTEM	WALKER TIRE COMPANY	LT-42774	26-Aug-2002	01.0200.0210.004900	437.70	LT215/85R16
		UNIFIED ROAD SYSTEM	WALKER TIRE COMPANY	LT-42774	26-Aug-2002	01.0200.0210.004900	1,007.88	LT235/85R16 AP
		UNIFIED ROAD SYSTEM	MAC HAIK FORD LINCOLN MERCURY	65626	26-Aug-2002	01.0200.0210.004900	81.34	MIRROR
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100090	26-Aug-2002	01.0200.0210.004900	9.38	MISC. AUTO & TRUCK REPAIR PARTS

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100133	26-Aug-2002	01.0200.0210.004900	298.85	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CAPITOL BEARING SERVICE OF AUSTIN INC	263758	26-Aug-2002	01.0200.0210.004900	175.29	OIL,AIR & FUEL FILTERS, HYD. HOSE & REPAIR
		UNIFIED ROAD SYSTEM	WALKER TIRE COMPANY	LT-42774	26-Aug-2002	01.0200.0210.004900	0.68	PO#66532, TIRES, TUBES, URS
		UNIFIED ROAD SYSTEM	EDD FULKES	379239	27-Aug-2002	01.0200.0210.003552	4,121.16	(1) BARREL BOX CULVERT TO BE BUILT IN PLACE CR 429 REQUESTED BY: CLYDE KRAUSE
		UNIFIED ROAD SYSTEM	TRANSIT MIX	4115692	27-Aug-2002	01.0200.0210.003552	456.84	4.5 SACK MIX 2500 PSI 26 YARDS X 50.77 FOR CONCRETE HEADWALLS ON CR 456 REQUESTED BY: BILLY JOHNSON
		UNIFIED ROAD SYSTEM	TAYLOR EQUIPMENT	27053	27-Aug-2002	01.0200.0210.004900	344.64	AIR FILTERS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100178	27-Aug-2002	01.0200.0210.004900	120.87	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100182	27-Aug-2002	01.0200.0210.004900	-27.37	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100246	27-Aug-2002	01.0200.0210.004900	31.79	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	TAYLOR EQUIPMENT	27053	27-Aug-2002	01.0200.0210.004900	9.12	PO#66569, AIR FILTERS, URS
		UNIFIED ROAD SYSTEM	ROMCO EQUIPMENT CO	A34103	27-Aug-2002	01.0200.0210.004900	166.21	PO#66578, SOL, URS
		UNIFIED ROAD SYSTEM	ROMCO EQUIPMENT CO	A34099	27-Aug-2002	01.0200.0210.004900	-166.21	PO#66603, SOL, URS
		UNIFIED ROAD SYSTEM	TAYLOR EQUIPMENT	27054	27-Aug-2002	01.0200.0210.004900	2.88	PO#66608, SEAL, SENSOR, URS
		UNIFIED ROAD SYSTEM	GEORGETOWN OUTDOOR POWER, INC	172159	27-Aug-2002	01.0200.0210.004900	3.05	PO#66635, ELEMENT, FUEL TANK, URS
		UNIFIED ROAD SYSTEM	AUSTIN DRIVE TRAIN, INC	180939	27-Aug-2002	01.0200.0210.004900	82.15	REPAIR SHIFT FORK
		UNIFIED ROAD SYSTEM	TAYLOR EQUIPMENT	27054	27-Aug-2002	01.0200.0210.004900	3.96	SENSOR SEALS
		UNIFIED ROAD SYSTEM	MAC HAIK FORD LINCOLN MERCURY	65667	27-Aug-2002	01.0200.0210.004900	18.07	STRG. RESVR.
		UNIFIED ROAD SYSTEM	TAYLOR EQUIPMENT	27054	27-Aug-2002	01.0200.0210.004900	34.80	TACH SENSOR

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		UNIFIED ROAD SYSTEM	GEORGETOWN OUTDOOR POWER, INC	172159	27-Aug-2002	01.0200.0210.004900	116.92	TUNE-UP PARTS
		UNIFIED ROAD SYSTEM	CENTEX PROPANE	57173	28-Aug-2002	01.0200.0210.003599	22.82	PROPANE/BUTANE FOR TANKS USED FOR HEATING ASPHALT
		UNIFIED ROAD SYSTEM	GRAY'S WHOLESALE TIRE	118664	28-Aug-2002	01.0200.0210.004900	153.58	265/75R16
		UNIFIED ROAD SYSTEM	TRANSIT MIX	4115787	28-Aug-2002	01.0200.0210.003552	304.56	4.5 SACK MIX 2500 PSI 26 YARDS X 50.77 FOR CONCRETE HEADWALLS ON CR 456 REQUESTED BY: BILLY JOHNSON
		UNIFIED ROAD SYSTEM	GRAY'S WHOLESALE TIRE	118664	28-Aug-2002	01.0200.0210.004900	23.70	9.00R20 TUBE
		UNIFIED ROAD SYSTEM	GRAY'S WHOLESALE TIRE	118664	28-Aug-2002	01.0200.0210.004900	93.00	9.5 X 15 3-RIB
		UNIFIED ROAD SYSTEM	VERIZON SOUTHWEST	AUG 02;859-2	28-Aug-2002	01.0200.0210.004211	70.46	AUG 02, 512-859-2825, URS
		UNIFIED ROAD SYSTEM	CENTRAL MACHINE WORKS	31602	28-Aug-2002	01.0200.0210.004900	24.30	CLEVIS & ROD
		UNIFIED ROAD SYSTEM	MAC HAIK FORD LINCOLN MERCURY	65711	28-Aug-2002	01.0200.0210.004900	158.34	EXHAUST MANIFOLD
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100291	28-Aug-2002	01.0200.0210.004900	5.11	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100309	28-Aug-2002	01.0200.0210.004900	8.53	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	MILLER BLUEPRINT COMPANY	212697	28-Aug-2002	01.0200.0210.003003	180.00	MOTOROLA 7.5 VOLT NI-CD BATTERIES ATTN: NICK 10713 METRIC BLVD
		UNIFIED ROAD SYSTEM	CAPITOL BEARING SERVICE OF AUSTIN INC	263924	28-Aug-2002	01.0200.0210.004900	475.67	OIL,AIR & FUEL FILTERS, HYD. HOSE & REPAIR
		UNIFIED ROAD SYSTEM	GRAY'S WHOLESALE TIRE	118664	28-Aug-2002	01.0200.0210.004900	403.00	P225/60R16
		UNIFIED ROAD SYSTEM	MAC HAIK FORD LINCOLN MERCURY	CM65667	28-Aug-2002	01.0200.0210.004900	-18.07	PO 66679, RES & CAP, URS
		UNIFIED ROAD SYSTEM	MAC HAIK FORD LINCOLN MERCURY	CM65710	28-Aug-2002	01.0200.0210.004900	-40.00	PO 66709, CORE RETURN, URS
		UNIFIED ROAD SYSTEM	MAC HAIK FORD LINCOLN MERCURY	65710	28-Aug-2002	01.0200.0210.004900	40.00	PO 66709, REMN PUMP, URS
		UNIFIED ROAD SYSTEM	GEORGETOWN OUTDOOR POWER, INC	172268	28-Aug-2002	01.0200.0210.004900	-0.75	PO#66705, SWTCH, ROLL, URS

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		UNIFIED ROAD SYSTEM	GRAY'S WHOLESALE TIRE	118664	28-Aug-2002	01.0200.0210.004900	-77.38	PO#66739, TUBE, TIRES, GUIDE, URS
		UNIFIED ROAD SYSTEM	MAC HAIK FORD LINCOLN MERCURY	65710	28-Aug-2002	01.0200.0210.004900	111.39	PWR. STRG. PUMP
		UNIFIED ROAD SYSTEM	MAC HAIK FORD LINCOLN MERCURY	65730	28-Aug-2002	01.0200.0210.004900	40.35	SIGNAL SWITCH
		UNIFIED ROAD SYSTEM	GEORGETOWN OUTDOOR POWER, INC	172268	28-Aug-2002	01.0200.0210.004900	45.00	STRING
		UNIFIED ROAD SYSTEM	GEORGETOWN OUTDOOR POWER, INC	172268	28-Aug-2002	01.0200.0210.004900	7.53	SWITCH
		UNIFIED ROAD SYSTEM	ARNOLD OIL COMPANY	50-65659	29-Aug-2002	01.0200.0210.004900	223.56	15W40
		UNIFIED ROAD SYSTEM	ARNOLD OIL COMPANY	50-65659	29-Aug-2002	01.0200.0210.004900	140.56	15W40 GLS.
		UNIFIED ROAD SYSTEM	ARNOLD OIL COMPANY	50-65659	29-Aug-2002	01.0200.0210.004900	143.92	AW 68
		UNIFIED ROAD SYSTEM	GRANGER LUMBER CO	3373	29-Aug-2002	01.0200.0210.003001	23.95	BLANKET FOR PURCHASE OF SMALL HAND TOOLS
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111689	29-Aug-2002	01.0200.0210.003301	2,952.00	CLEAR DIESEL, 3000 gls. @ .984 (CENT. MAINT.)
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111689	29-Aug-2002	01.0200.0210.003301	37.50	DELIVERY FEE
		UNIFIED ROAD SYSTEM	RDO EQUIPMENT	734105	29-Aug-2002	01.0200.0210.004900	10.00	ESTIMATED FREIGHT
		UNIFIED ROAD SYSTEM	ARNOLD OIL COMPANY	50-65659	29-Aug-2002	01.0200.0210.004900	139.55	GREEN 50-50 A/F
		UNIFIED ROAD SYSTEM	ARNOLD OIL COMPANY	50-65659	29-Aug-2002	01.0200.0210.004900	150.54	HP50
		UNIFIED ROAD SYSTEM	AIRGAS, INC	107322927	29-Aug-2002	01.0200.0210.003102	573.50	LARGE LIME MESH ZIPPER VEST W/1" SILVER SAFETY ITEMS FOR URS REQUESTED BY: LEE GARRETT
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100403	29-Aug-2002	01.0200.0210.004900	3.38	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100411	29-Aug-2002	01.0200.0210.004900	8.69	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100439	29-Aug-2002	01.0200.0210.004900	2.72	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100448	29-Aug-2002	01.0200.0210.004900	1.59	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	RDO EQUIPMENT	734105	29-Aug-2002	01.0200.0210.004900	242.02	OIL SEALS

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		UNIFIED ROAD SYSTEM	CAPITOL BEARING SERVICE OF AUSTIN INC	264010	29-Aug-2002	01.0200.0210.004900	81.77	OIL,AIR & FUEL FILTERS, HYD. HOSE & REPAIR
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111689	29-Aug-2002	01.0200.0210.003301	34.71	PO 66696, GAS, URS
		UNIFIED ROAD SYSTEM	KOCH MATERIALS COMPANY	839189	29-Aug-2002	01.0200.0210.003550	235.45	PO#66442, SS-1, URS
		UNIFIED ROAD SYSTEM	P & K TRUE VALUE	082901-0048	29-Aug-2002	01.0200.0210.003321	-31.98	PO#66537, PLATINUM FILM, URS
		UNIFIED ROAD SYSTEM	COVERT FORD OF HUTTO, INC	CM14192	29-Aug-2002	01.0200.0210.004900	-150.00	PO#66575, CORE RTN, URS
		UNIFIED ROAD SYSTEM	RDO EQUIPMENT	734105	29-Aug-2002	01.0200.0210.004900	-10.00	PO#66697, HYDRAULIC, URS
		UNIFIED ROAD SYSTEM	ARNOLD OIL COMPANY	50-66110-2	29-Aug-2002	01.0200.0210.004900	-40.16	PO#66729, OIL RTN INV#50-65659, URS
		UNIFIED ROAD SYSTEM	P & K TRUE VALUE	082901-0048	29-Aug-2002	01.0200.0210.003321	319.80	POLAROID 600 FILM
		UNIFIED ROAD SYSTEM	GCR AUSTIN TRUCK TIRE CENTER	25915	29-Aug-2002	01.0200.0210.004900	1,927.98	RECAP TIRES / CMF STOCK
		UNIFIED ROAD SYSTEM	RUSSELL GLASS & MIRROR	11955	29-Aug-2002	01.0200.0210.004900	184.00	REPLACE WINDSHIELD
		UNIFIED ROAD SYSTEM	KOCH MATERIALS COMPANY	839189	29-Aug-2002	01.0200.0210.003550	2,034.30	SS-1 EMULSION FOR CR 305 PRICE IS FOR DELIVERY REQUESTED BY: DOLYE L.
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111689	29-Aug-2002	01.0200.0210.003301	5,300.00	UNNLEADED PLUS, 5000 gls. @ 1.06 (CENT. MAINT.)
		UNIFIED ROAD SYSTEM	ARNOLD OIL COMPANY	50-65659	29-Aug-2002	01.0200.0210.004900	192.08	UTF
		UNIFIED ROAD SYSTEM	AIRGAS, INC	107322927	29-Aug-2002	01.0200.0210.003102	303.50	XLARGE LIME MESH ZIPPER VEST W/1" SILVER SAFETY ITEMS FOR URS REQUESTED BY: LEE GARRETT
		UNIFIED ROAD SYSTEM	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0200.0210.002050	22,811.29	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS
		UNIFIED ROAD SYSTEM	GRANGER LUMBER CO	3374	30-Aug-2002	01.0200.0210.003001	29.90	BLANKET FOR PURCHASE OF SMALL HAND TOOLS
		UNIFIED ROAD SYSTEM	TEXAS CRUSHED STONE CO	127203	30-Aug-2002	01.0200.0210.004999	60.00	EZ TAGS FOR WINDSHIELD REQUESTED BY: JEFF IVEY
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100499	30-Aug-2002	01.0200.0210.004900	5.80	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100500	30-Aug-2002	01.0200.0210.004900	320.65	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100502	30-Aug-2002	01.0200.0210.004900	21.82	MISC. AUTO & TRUCK REPAIR PARTS

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100503	30-Aug-2002	01.0200.0210.004900	2.65	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100534	30-Aug-2002	01.0200.0210.004900	5.48	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100579	30-Aug-2002	01.0200.0210.004900	27.01	MISC. AUTO & TRUCK REPAIR PARTS
		UNIFIED ROAD SYSTEM	CARQUEST AUTO PARTS	100579	30-Aug-2002	01.0200.0210.004900	-20.17	PO#66138, TRFLX BELT, URS
		UNIFIED ROAD SYSTEM	BESTLINE COMMUNICATIONS	SEP 02;6724	01-Sep-2002	01.0200.0210.004211	148.51	SEP 02, A#6724, URS
		UNIFIED ROAD SYSTEM	S H TOLLIVER CO	2.0	03-Sep-2002	01.0200.0210.003551	6,111.55	ROCK CRUSHING APRX 20,000 CUBIC YARDS @ 2.90 PER CY
		UNIFIED ROAD SYSTEM	CITY OF AUSTIN UTILITIES	AUG 02/7954	04-Sep-2002	01.0200.0210.004430	76.56	AUG 02, A#0039008-8, URS
		UNIFIED ROAD SYSTEM	CITY OF AUSTIN UTILITIES	AUG 02/9437	04-Sep-2002	01.0200.0210.004430	107.94	AUG 02, A#0079003-0, URS
		UNIFIED ROAD SYSTEM	CITY OF AUSTIN UTILITIES	AUG 02/6029.	05-Sep-2002	01.0200.0210.004430	115.51	AUG 02, A#4389861-8, URS
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111546	05-Sep-2002	01.0200.0210.003301	1,552.50	CLEAR DIESEL, 1500 gls. @ 1.035 (Granger Yard)
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111547	05-Sep-2002	01.0200.0210.003301	1,552.50	CLEAR DIESEL, 1500 gls. @ 1.035 (florence yard)
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111546	05-Sep-2002	01.0200.0210.003301	12.50	DELIVERY FEE
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111547	05-Sep-2002	01.0200.0210.003301	12.50	DELIVERY FEE
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111546	05-Sep-2002	01.0200.0210.003301	-31.58	PO 66836, GAS, URS
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111547	05-Sep-2002	01.0200.0210.003301	-34.90	PO 66837, GAS, URS
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111547	05-Sep-2002	01.0200.0210.003301	527.50	REGULAR UNLEADED, 500 gls. @ 1.055 (Florence Yard)
		UNIFIED ROAD SYSTEM	TRIPLE S PETROLEUM	111546	05-Sep-2002	01.0200.0210.003301	546.00	UNLEADED PLUS, 500 gls. @1.092 (Granger Yard)
	Total Dept.						**82,222.53**	
	0211	COMMISSIONER PCT #1	OZARKA NATURAL SPRING WATER	02H0116326216	16-Aug-2002	01.0200.0211.003905	32.46	AUG 02, A#0116326265, WATER, PCT #1
		COMMISSIONER PCT #1	LISA ENGLAND	WC081502	19-Aug-2002	01.0200.0211.004100	1,537.50	AUG 1-15/02, BC TRAIL P&A, PCT#1
		COMMISSIONER PCT #1	SOUTHWESTERN BELL	AUG 02;733-52	1-Aug-2002	01.0200.0211.004211	185.80	AUG 02, 512/733-5380, PCT #1

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Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
		COMMISSIONER PCT #1	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0200.0211.002050	12.94	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS
	Total Dept.						**1,768.70**	
	0212	COMMISSIONER PCT #2	OZARKA NATURAL SPRING WATER	02G0114744616-Jul-2002		01.0200.0212.004999	10.80	JUL 02, A#0114744683, PCT #2
		COMMISSIONER PCT #2	OZARKA NATURAL SPRING WATER	02H01147446 16-Aug-2002		01.0200.0212.004999	30.79	AUG 02, A#0114744683, PCT #2
		COMMISSIONER PCT #2	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0200.0212.002050	10.10	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS
	Total Dept.						**51.69**	
	0213	COMMISSIONER PCT #3	CONCEPT DEVELOPMENT & PLANNING	31	31-Jul-2002	01.0200.0213.004100	2,307.50	HERITAGE TREE, PCT#3
		COMMISSIONER PCT #3	VERIZON SOUTHWEST	AUG 02;863-416-Aug-2002		01.0200.0213.004211	92.91	AUG 02, 863-4390, PCT# 3
		COMMISSIONER PCT #3	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0200.0213.002050	9.94	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS
		COMMISSIONER PCT #3	BESTLINE COMMUNICATIONS	SEP 02;6721	01-Sep-2002	01.0200.0213.004211	2.53	SEP 02, A#6721, PCT #3
		COMMISSIONER PCT #3	HERITAGE PRINTING & OFFICE SUPPLIES, INC	30396	05-Sep-2002	01.0200.0213.003100	34.99	HP BLACK PRINTER CARTRIDGE SEE ATTACHED:
	Total Dept.						**2,447.87**	
	0214	COMMISSIONER PCT #4	MINOLTA CORPORATION	C082311993	23-Aug-2002	01.0200.0214.004621	59.63	COPIER RENTAL, MODEL EP2030, SERIAL # 31740430 PERIOD: 10/01/01 - 9/30/02
		COMMISSIONER PCT #4	SEARS, ROEBUCK & CO	03478902735!29-Aug-2002		01.0200.0214.003001	-59.94	PO#66633, TRIMMER, A#M2449
		COMMISSIONER PCT #4	SEARS, ROEBUCK & CO	03478902735!29-Aug-2002		01.0200.0214.003001	59.94	TRIMMER LINE, PRO FOR WEED WHACKER 21-1/4 PRECUT (PACKAGE OF 24)
		COMMISSIONER PCT #4	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0200.0214.002050	10.50	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS
	Total Dept.						**70.13**	
Total Fund							**86,560.92**	

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0350	0680	LAW LIBRARY	WEST GROUP	6009361133	08-Aug-2002	01.0350.0680.005758	84.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009363801	08-Aug-2002	01.0350.0680.005758	84.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009367447	08-Aug-2002	01.0350.0680.005758	84.00	TX CASES V72-73, A#1000073513, LAW/LIB
		LAW LIBRARY	WEST GROUP	6009409913	13-Aug-2002	01.0350.0680.005758	93.25	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009409919	13-Aug-2002	01.0350.0680.005758	47.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009413231	13-Aug-2002	01.0350.0680.005758	47.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009413793	13-Aug-2002	01.0350.0680.005758	47.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009414063	13-Aug-2002	01.0350.0680.005758	93.25	JOHANSON'S TX PROB CD, A#1000605449, LAW/LIB
		LAW LIBRARY	WEST GROUP	6009430016	14-Aug-2002	01.0350.0680.005758	63.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009430021	14-Aug-2002	01.0350.0680.005758	34.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009431338	14-Aug-2002	01.0350.0680.005758	63.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009431340	14-Aug-2002	01.0350.0680.005758	34.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009432316	14-Aug-2002	01.0350.0680.005758	63.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009432321	14-Aug-2002	01.0350.0680.005758	34.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	IOS CAPITAL, INC	56017064	16-Aug-2002	01.0350.0680.005758	135.00	SEP 02, S#36010304, LAW/LIB
		LAW LIBRARY	WEST GROUP	6009851018	28-Aug-2002	01.0350.0680.005758	84.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009853379	28-Aug-2002	01.0350.0680.005758	84.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009857659	28-Aug-2002	01.0350.0680.005758	84.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009899070	29-Aug-2002	01.0350.0680.005758	66.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009906013	29-Aug-2002	01.0350.0680.005758	66.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009906083	29-Aug-2002	01.0350.0680.005758	66.00	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009941388	30-Aug-2002	01.0350.0680.005758	145.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009942612	30-Aug-2002	01.0350.0680.005758	145.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009950766	30-Aug-2002	01.0350.0680.005758	145.50	BOOKS FOR LAW LIBRARY
		LAW LIBRARY	WEST GROUP	6009938187	30-Aug-2002	01.0350.0680.005758	145.50	TX VERN STAT V2-4, A#1000605449, LAW/LIB
		LAW LIBRARY	WEST GROUP	6009944688	30-Aug-2002	01.0350.0680.005758	145.50	VERN STAT ANNO V2-4, A#1000295799, LAW/LIB
		LAW LIBRARY	LEXIS NEXIS	0208089075	31-Aug-2002	01.0350.0680.005758	189.00	AUG 02, A#113FDH, LAW/LIB
		LAW LIBRARY	JONES MCCLURE PUBLISHING, INC	SUB004013	31-Aug-2002	01.0350.0680.005758	50.95	CPRC 2002-2003, C#17343, LAW/LIB
	Total Dept.						**2,425.95**	
Total Fund							**2,425.95**	

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0355	0355	COURT REPORTER SERVICE	AIMEE WALKER	1139	28-Aug-2002	01.0355.0355.004135	562.30	AUG 22/02, GJ, KARL ROTH, CHRISITINA ALLEN, D/ATTY

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0360	0360	COURTHOUSE SECURITY	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0360.0360.002050	406.70	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0385	0385	RCDS MGMT & PRSRV (COUNTY CLERK)	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0385.0385.002050	29.04	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0399	0000	Default	STATE COMPTROLLER	08/31/02A	31-Aug-2002	01.0399.0000.208350	7,827.14	MONTH ENDING 08/31/02, JUDICIAL FUND, C/CLK

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0406	0696	COUNTY ATTY HOT CHECK	EVANS, EWAN & BRADY INS AGENCY, INC	059195	22-Aug-2002	01.0406.0696.004999	71.00	AUG 22/2002-2006, P#LND260855, NOTARY BOND B ODOM, C/ATTY
		COUNTY ATTY HOT CHECK	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0406.0696.002050	31.33	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS
	Total Dept.						**102.33**	
Total Fund							**102.33**	

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0410	0410	SHERIFF'S DRUG	RESEARCH BLVD PET & BIRD HOSPITAL	186235	21-Aug-2002	01.0410.0410.003104	274.20	08/21/02, EXAM/ROBBY, SHF
		SHERIFF'S DRUG	RESEARCH BLVD PET & BIRD HOSPITAL	186464	27-Aug-2002	01.0410.0410.003104	74.12	08/27/02, TABLETS/ROBBY, SHF
		SHERIFF'S DRUG	RESEARCH BLVD PET & BIRD HOSPITAL	186535	28-Aug-2002	01.0410.0410.003104	125.25	08/28/02, EXAM/BLITZ, SHF
		SHERIFF'S DRUG	TRIPLE CROWN DOG ACADEMY	08/29/02	29-Aug-2002	01.0410.0410.003104	183.58	08/29/02, DOG FOOD, SHF
	Total Dept.						**657.15**	
Total Fund							**657.15**	

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0500	0500	BARTLETT STATE JAIL	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0500.0500.002050	29.12	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0600	0600	DEBT SERVICE/COUNTY WIDE	BANK OF NEW YORK	8567-13263	22-Aug-2002	01.0600.0600.006900	222.50	GEN OBLIGATION BONDS SERIES 1993

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0702	0706	GEORGETOWN INNERLOOP	PBS & J, INC	0167515	16-Aug-2002	01.0702.0706.004100	342.50	D B WOOD RECONSTRUCTION

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0705	0693	ANDERSON MILL ROAD EXTENSION	ROUND ROCK ISD	08/20/02	20-Aug-2002	01.0705.0693.005002	29,821.64	BACKFLOW PREVENTERS RRISD INSTALLATION TESTING COST SHARE
	0716	CR 214	CARTER & BURGESS, INC	23-050099.00	15-Aug-2002	01.0705.0716.004100	24,171.54	06-01 TO 07-31 CR 214
Total Fund							**53,993.18**	

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0706	0731	JAIL/SHF DEPT EXPANSION	LANDMARK ORGANIZATION	6	29-Aug-2002	01.0706.0731.005002	1,336,435.00	JUNE 26 - JUL-25 SERVICES
		JAIL/SHF DEPT EXPANSION	BROADDUS & ASSOCIATES	09/01/02	01-Sep-2002	01.0706.0731.004100	33,000.00	AUGUST SERVICES INCLUDING INSPECTOR
	Total Dept.						**1,369,435.00**	
Total Fund							**1,369,435.00**	

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0707	0749	McNEIL ROAD	ATHABASCA CONSULTING, INC	2002-281	19-Aug-2002	01.0707.0749.004100	955.00	KARST SURVEY MCNEIL ROAD
	0751	PARMER LANE SOUTH	ATHABASCA CONSULTING, INC	2002-283	20-Aug-2002	01.0707.0751.004100	400.00	PARMER LANE FM2243-SH29
		PARMER LANE SOUTH	TURNER COLLIE & BRADEN INC	122231 (5)	23-Aug-2002	01.0707.0751.004100	635.50	JUNE-29 JUL-26 SERVICES
	Total Dept.						**1,035.50**	
	0756	SH 79	CARTER & BURGESS, INC	15 050305.00	15-Aug-2002	01.0707.0756.004100	7,528.65	US 79 JUNE AND JULY SERVICES
		SH 79	ATHABASCA CONSULTING, INC	2002-284	20-Aug-2002	01.0707.0756.004100	5,237.50	US HWY 79 ARCHAEOLOGICAL
	Total Dept.						**12,766.15**	
	0768	PCT 3 GEORGETOWN INNER LOOP EAST	TURNER COLLIE & BRADEN INC	122231 (5)	23-Aug-2002	01.0707.0768.004100	2,611.00	JUNE-29 JUL-26 SERVICES
	0778	HUTTO LOOP STUDY	CAPITAL SURVEYING CO, INC	CSCI-02014	20-Aug-2002	01.0707.0778.004100	1,665.00	C/O PATE ENGINEERS CR 136
	0795	CR 175	BAKER AICKLEN & ASSOC, INC	20207037A	09-Jul-2002	01.0707.0795.004100	5,171.00	FM 1431 DECELERATION LANES
		CR 175	BAKER AICKLEN & ASSOC, INC	20208074	21-Aug-2002	01.0707.0795.004100	4,402.50	CR 175 SERVICES THRU 08/11/02
		CR 175	BAKER AICKLEN & ASSOC, INC	20208075	21-Aug-2002	01.0707.0795.004100	597.50	FM 1431 DECELERATION AND ACCELERATION LANES
	Total Dept.						**10,171.00**	
	0796	POND SPRINGS ROAD	DOUCET & ASSOCIATES, INC	0802-500	15-Aug-2002	01.0707.0796.004100	1,302.50	POND SPRINGS ROAD JULY SERVICES
Total Fund							**30,506.15**	

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FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0708	0735	SOUTHWEST REGIONAL COUNTY PARK	LAND STRATEGIES INC	4250	15-Aug-2002	01.0708.0735.004100	21,773.34	JULY SERVICES
	0740	SCHWETNER PARK	KOHUTEK ENGINEERING & TESTING, INC	22228	22-Aug-2002	01.0708.0740.005002	147.50	SCHWERTNER COMMUNITY CENTER
		SCHWETNER PARK	JANECKA CONSTRUCTION & ELECTRIC	DRAW #5	23-Aug-2002	01.0708.0740.005002	2,621.00	PO 61994, PARTS & LABOR TO ERRECT METAL BUILDING & FRONT PORCH PER BID PACKET#5, BID#02WC402
	Total Dept.						**2,768.50**	
Total Fund							**24,541.84**	

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0709	0815	GRANGER FACILITY	DEALERS ELECTRICAL SUPPLY	4922357-00	21-Aug-2002	01.0709.0815.005002	34.50	BLANKET FOR ELECTRICAL WIRING SUPPLIES GRANGER CTTC FACILITY
		GRANGER FACILITY	REPA PLUMBING & AIR CONDITIONING, INC	08/23/02	23-Aug-2002	01.0709.0815.005002	1,690.00	LABOR FOR PLUMBING REPAIRS GRANGER CTTC PARTS PURCHASED SEPARATELY BY COUNTY
		GRANGER FACILITY	QUALITY CARPETS & FLOORS	001414	26-Aug-2002	01.0709.0815.005002	650.00	PO 66543, BLACK COVE BASE NOT INSTALLED
		GRANGER FACILITY	QUALITY CARPETS & FLOORS	001413	26-Aug-2002	01.0709.0815.005002	1,120.00	PO 66543, C/C QTR-INT 26 CARPET INSTALLED, GLUE DOWN
		GRANGER FACILITY	QUALITY CARPETS & FLOORS	001414	26-Aug-2002	01.0709.0815.005002	61.98	PO 66543, COVE BASE GLUE
		GRANGER FACILITY	QUALITY CARPETS & FLOORS	001413	26-Aug-2002	01.0709.0815.005002	200.00	PO 66543, COVE BASE INSTALLED, BLACK
	Total Dept.						**3,756.48**	
Total Fund							**3,756.48**	

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0885	0885	WILLLIAMSON COUNTY SELF FUNDING INS.	GEORGETOWN PARKS & RECREATION	09/07/02	07-Sep-2002	01.0885.0885.004996	262.50	BALANCE OF DEPOSIT FOR RENTAL OF THE COMMUNITY BUILDING IN SAN GABRIEL PARK FOR THE 2002 HEALTH FAIR OCTOBER 3. CHECK TO ACCOMPANY PURCHASE ORDER.
	0886	WILLIAMSONN COUNTY BENEFITS PGM.	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0885.0886.002050	49.33	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS
Total Fund							**311.83**	

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0963	0963	911 ADDRESSING	BESTLINE COMMUNICATIONS	SEP 02;6735	01-Sep-2002	01.0963.0963.004211	4.15	SEP 02, A#6735, 911/ADD

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. De
0985	0985	911 ADDRES
Total Cash		

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0972	0972	2000CKWX0192	VERIZON SOUTHWEST	AUG 02;819-919	19-Aug-2002	01.0972.0972.004211	190.15	AUG 02; 819-9627, SHF

13-Sep-02,01:57 PM

FUND REQUIREMENTS

Through Disbursment Date: 17-SEP-2002

FUND	Dept	Dept. Description	Vendor Name	Invoice Num	Invoice Date	Account	Expense Amt.	Description
0985	0985	911 ADDRESSING	TEXAS ASSOC OF COUNTIES	08/30/02	30-Aug-2002	01.0985.0985.002050	20.76	2002 4TH QTR WORKMANS COMP FUND, VARIOUS DEPTS
Total Cash							**2,675,617.56**	

Approved 9-17-02
John C. Doerfler

ADDENDUM

September 17, 2002

Banc One Leasing Corp	Imaging system - County Clerk	$	8,983.90
City of Georgetown	Utility bill for Courthouse	$	5,868.39
	TOTAL	**$**	**14,852.29**

approved 9-17-02
John C. Doeffler

AGENDA ITEM 4

Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.

No action was taken on this agenda item.

Consent Agenda
The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the Consent Agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 5- 13)

AGENDA ITEM 5

Consider approving Waiver of Penalty & Interest as determined by Tax Assessor/Collector.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To approve Waiver of Penalty & Interest as determined by the Tax Assessor/Collector.
Vote: **4 - 0**

< Attachment >

Williamson County
Tax Assessor/Collector
Deborah M. Hunt, CTA

Date: September 5, 2002

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Waiver of Penalty & Interest

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Account #	Name	P&I + Attorney	Description
R404472	Richard Grieger	$29.97 + $28.16	Clerical error by WCAD.
R044078	Vikki J. Obanon	$51.17 + $48.08	Never received statement from WCTO.
R363927	Paul Morin	$153.12 + $143.86	WCAD clerical error. Situs and mailing address incorrect.

approved 9-17-02
John C. Doerfler

Main Office and Mailing Address:
710 South Main Street, Ste. #102
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-1618
www.williamson-county.org

Annex Locations:
211 Commerce Blvd., Ste. #101
Round Rock, Texas 78664
Phone: (512) 248-3278
Fax: (512) 248-3253

350 Discovery Blvd., Ste. #101
Cedar Park, Texas 78613
Phone: (512) 260-4290
Fax: (512) 260-4295

412 Vance St., Ste. #1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

AGENDA ITEM 6

Consider authorizing the transfer of the following property from Sheriff's Office/Evidence Room to auction, disposal, conversion, and donation. (Complete list filed with official minutes.)

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To authorize the transfer of property from Sheriff's Office Evidence Room to auction.
Vote: **4 - 0**

< Attachment >

Case#	Item no./barcode	Item description	Disposition
C99-02-1124	112736	camoflauge Easton Gamester Bow & Arrow	auction
02-05-00174	4564	Guitar and Case	auction
97-06-00801J	87186	Sony CD Player	auction
97-06-00801J	87190	Sony Equalizer	auction
97-06-00801J	87191	Escort Radar Detector	auction
97-06-00801J	87200	Sherwood Amplifier	auction
97-06-00801J	87187	Kicker Impulse Woofer in wooden box	auction
97-06-00801J	87192	Fuji 35mm camera	auction
95-12-2612	65586	Knee Board	auction
95-12-2612	65587	Amplifier	auction
C98-11-4008	111689	4 wheels and 4 tires	auction
C02-06-2066	4761	1 crystal picture frame; 1 blk jewelry box; yellow chain	auction
C02-06-3238	4787	motorola cell phone; Brakemate MT	auction
C02-04-5492	4420	Minolta Freedom Family Zoom 35mm Camera	auction
C02-02-3138	4068	Monitor	auction
95-11-0702	5158	blue box with Silver quarter collection	auction
97-05-00236J	5160	timex watch	auction
89-09-007	5168	1 silver bracelet; 1 green stone	auction
90-01-299	5169	1 ring; 1 earring; 1 pendant; 1 bracelet	auction
96-03-3150	5170	1 white stone earring	auction
97-12-01072	5171	9 white stone baguettes	auction
C98-03-3107	5173	2 silver rings; 1 necklace	auction
96-06-0011	5174	silver bracelet	auction
97-12-04190	5175	white stone tennis bracelet	auction
90-10-012J	5176	yellow ring w/blk inset	auction
C98-03-3109	5177	silver ring	auction
89-03-024	5179	white & green stone ring	auction
96-07-3421	5180	rolex watch	auction
95-08-3136	5181	yellow colored watch	auction
87-12-003	5182	yellow colored nugget watch	auction
89-11-287	5186	1 pr earrings w/wht stone; 1 pearl type necklace	auction
91-04-445	5187	yellow ladies ring w/19 clear stones	auction
89-08-093	5188	yellow nugget ring	auction
92-05-475	5189	yellow necklace	auction
90-12-305	5190	yellow necklace	auction
93-07-644	5191	yellow ring w/14 clear stones	auction
89-11-305	5192	8 rings; 8 necklaces	auction
93-04-221	5193	3 yellow necklaces; 1 wood necklace	auction
02-04-00243	5208	5 necklaces; 3 bracelets; 1 watch; 7 rings; 2 lighters	auction
02-04-00243	5210	1 watch; 1 ring; 2 bracelets	auction
02-04-00243	5211	2 watches; 1 necklace	auction
C02-07-3030	4966	white nokia cell phone	auction
C02-07-5600	5080	red black & decker weed whacker	auction

Approved 9-17-02
John C. Dougherty

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

Case#	Item no./barcode	Item description	proposed disposition
93-04-221	5194	watch, 2 broken watches, yellow necklace, 2 bracelets, 1 medal type coin in box	auction
C02-05-1485	4513	Purple Mountain Bike	auction/donate
C02-06-1972	4759	Pink Huffy Expedition S/N K66139259333H5890	auction/donate
C02-06-3206	4788	Purple Next Tropical Splash Bike S/N 8534-02	auction/donate
C02-04-2742	5070	20" chrome Dyno BMX Bike	auction/donate
C02-05-5635	5071	Black Magna Bike	auction/donate
C02-04-2846	5072	Green/Blue Magna Bike	auction/donate
C02-04-4066	5073	Chrome Magna Boys Mountain Bike	auction/donate
C02-05-5036	5074	Black/Chrome Next Wipeout Bike S/N 01TD777240	auction/donate
C02-03-5752	5075	Silver Rhino Bike	auction/donate
C02-04-0028	5076	Purple/Yellow Royce Union Child's Bike	auction/donate
C02-04-5338	5077	18 spd huffy bike maroon	auction/donate
C02-06-5035	5078	Blk/Yellow Next 20" Bike	auction/donate
C02-05-5036	5079	Yellow Huffy Bike S/N 23624-9201436H4575	auction/donate
C02-07-5124	5048	Red Diamond Back Bike S/N SC900099	auction/donate
C02-07-5143	5049	Green Mens Pacific Scorpio S/N Not Avail	auction/donate
C02-07-2122	5069	Blk/Chrome GT interceptor S/N 06923774	auction/donate
02-04-00243	5286	Blue NEXT boys bike S/N L010850417	auction/donate
02-04-00243	5287	Silver S&M Jinx boys bike S/N 0961004156	auction/donate
02-04-00243	5289	Pink Quest Glitter girls bike S/N DV13078	auction/donate
02-04-00243	5290	Silver Huffy Mtn Bike S/N 90953HUFFY14512	auction/donate
02-04-00243	5291	Silver Dino Blaze Boys Bike S/N SOIT13947	auction/donate
C00-01-1274	126969	fire extinguisher	convert
95-11-1677	61764	Air Compressor	convert
96-12-3965	79603	DeWalt Chop Saw	convert
C02-05-1057	4461	$5.68 in loose change f/found property	convert
C02-02-4925	4205	10 orange construction cones	convert
97-05-00236J	5160	(4) $2 bills	convert
94-05-859	59932	wallet	destroy
93-03-494	111941	knife	destroy
94-11-1829	115755	TXLP 711-4NK	destroy
96-11-1726	77617	radio shack phone (broken)	destroy
C02-02-3138	4055, 4056, 4067	CPU and parts (damaged)	destroy
C02-05-4972	4662	wallet and contents	destroy
C02-05-1057	4461	blk fanny pack; checkbook; 6 bullets; batteries	destroy
C02-06-3238	4787	TXLP 4D8806	destroy
C02-06-2861	4778	blk wallet and contents	destroy
C02-06-4217	4841	brown wallet w/school ID	destroy
C01-10-4300	170602	Kenmore Microwave (broken)	destroy
97-05-00236J	5160	4 keys	destroy

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

AGENDA ITEM 7

Consider closing Malaga Hills Drive between Cordillera Drive and Albacete Lane from 2:00 to 7:30 P.M. on October 6, 2002 for a block party.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To authorize closing of Malaga Hills Drive between Cordillera Drive and Albacete Lane from 2:00 p.m. to 7:30 p.m. on October 6, 2002 for a block party.
Vote: **4 - 0**

AGENDA ITEM 8*

Consider transferring the following asset from Commissioner Pct. #4 to Juvenile Services, Taylor office:
1 Computer Cart.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To transfer 1 computer cart from Commissioner Pct. 4 to Juvenile Services, Taylor office.
Vote: **4 - 0**

****This agenda item will be added to the October 1, 2002 agenda to be corrected, per minutes of the September 24, 2002 meeting.***

AGENDA ITEM 9

Discuss and consider final plat approval of Crystal Knoll Terrace, Unit Four.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To approve final plat of Crystal Knoll Terrace, Unit Four.
Vote: **4 - 0**

AGENDA ITEM 10

Discuss and consider noting in the minutes Twin Springs, Sections 3A and 3B for county maintenance of roads.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To note in the minutes county road maintenance acceptance of Twin Springs, Sections 3A and 3B.
Vote: **4 - 0**

AGENDA ITEM 11

Consider approving a resolution designating September, 2002 as Leukemia & Lymphoma Awareness Month.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To approve a resolution designating September 2002 as Leukemia & Lymphoma Awareness Month.
Vote: **4 - 0**

< Attachment >

Resolution Recognizing September, 2002 As Leukemia and Lymphoma Awareness Month

WHEREAS, blood-related cancers currently afflict more than 700,000 Americans with an estimated 110,000 new cases diagnosed each year, and

WHEREAS, leukemia, lymphoma and myeloma will kill an estimated 60,500 people in the United States this year, and

WHEREAS, The Leukemia and Lymphoma Society, through voluntary contributions, is dedicated to finding cures for these diseases through research efforts and support for those that suffer from them, and

WHEREAS, The leukemia and lymphoma Society maintains an office in San Antonio, Texas and Austin, Texas to support patients and these diseases and their family members in the State of Texas, and

WHEREAS, the State of Texas is similarly committed to the eradication of these diseases and supports the treatment of its citizens that suffer from them, and

WHEREAS, the State of Texas encourages private efforts to enhance research funding and education programs that address these diseases,

NOW THEREFORE BE IT RESOLVED, that the State of Texas joins with The Leukemia and Lymphoma Society in designating the month of September, 2002 as Leukemia & Lymphoma Awareness Month to enhance and the understanding of blood related cancers and to encourage participation in voluntary activities to support education programs and the funding of research programs to find a cure for them.

approved 9-17-02
John C. Dayfler

The Society > Calendar

Light The Night Walk

Location:
Milam Park - Downtown
519 W. Houston St.
San Antonio, TX 78207

Date: October 19, 2002 - Saturday

Beginning Time: 5:30 pm Central
End Time: 9:00 pm
Suggested Donation: N/A

Event Description:

Light The Night® Walk is a unique nationwide evening walk that celebrates and commemorates lives touched by cancer. Participants who raise $25 carry illuminated red balloons; blood-cancer survivors and patients carry white balloons to signify their courage in battling these diseases. Participants who raise $75 will receive a Light The Night T-shirt. Additional prizes will be available for participants who raise $150 or more. All walkers will enjoy music, refreshments and the joy that comes from working toward a common goal.

We have chosen Milam Park as our event site because the children of Christus Santa Rosa Children's Hospital oncology unit can look out of their windows and cheer the walkers on.

For more information contact:
Pamela Ady or Diana Mauser
(210) 377-1775, ext. 122 or ext. 118
adyp@tx-sw.leukemia-lymphoma.org
For more information about this event click here.

The Society > Calendar

Light The Night Walk

Location:
Austin High School
1715 West Cesar Chavez St.
Austin, TX 78703-4699

Date: October 19, 2002 - Saturday

Beginning Time: 5:30 pm Central
End Time: 9:00 pm
Suggested Donation: N/A

Event Description:

Light The Night® Walk is a unique nationwide evening walk that celebrates and commemorates lives touched by cancer. Participants who raise $25 carry illuminated red balloons through the streets of Austin; blood-cancer survivors and patients carry white balloons to signify their courage in battling these diseases. Participants who raise $75 will receive a Light The Night T-shirt. Additional prizes will be available for participants who raise $150 or more. All walkers will enjoy music, refreshments and the joy that comes from working toward a common goal.

Motive Communications is the Austin Light The Night presenting sponsor. The Society sincerely thanks Motive for its generous support.

Motive

For more information contact:
Jane Sierra
(512) 343-7073
sierraj@tx-sw.leukemia-lymphoma.org
For more information about this event click here.

AGENDA ITEM 12

Consider approving a resolution proclaiming October 2002 as Czech Heritage Month.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To approve a resolution proclaiming October 2002 as Czech Heritage Month.
Vote: **4 - 0**

< Attachment >

Resolution Recognizing October, 2002
As Czech Heritage Month in Texas

WHEREAS, The month of October typically brings many festivals throughout the state of Texas to celebrate and

WHEREAS, In the primary period of migration from Czech lands, over a quarter of a million people of Czech ancestry arrived in Texas to make this place their home; and

WHEREAS, Since that time, the number of stature of Czech descendants living in Texas has grown tremendously; there are now well over one million people living in all areas of the state and walks of life who can claim Czech heritage; and

WHEREAS, Texans of Czech ancestry take great pride in sharing with the rest of the state their contributions in the areas of art, music, literature, food, folklore, and many other fine customs that are a part of Texas' rich, diverse culture; and

WHEREAS, This pride is displayed annually in the month of October by Czech Heritage Societies throughout the state as they stage various festivals, some of which have been passed down from generation to generation; now, therefore be it

RESOLVED, *That the 76th Legislature of the State of Texas hereby declare the month of* October, "Czech Heritage Month" in Texas and commemorate the contributions of Czech culture to this great state; and, be it further

RESOLVED, That through the adoption of this resolution of the 76th Legislature of the State of Texas as a token of high regard for the 76th Legislature of the State of Texas.

RESOLVED, That an official copy of this resolution be prepared for the Czech Heritage Society of Texas, Inc., as a token of high regard from the 76th Legislature of the State of Texas.

PASSED AND APPROVED This 17th day of September, 2002.

ATTEST:

Nancy E. Rister
Attested by

John C. Doerfler 9-17-02
Signed by

AGENDA ITEM 13

Consider proclaiming September 30 through October 4, 2002 as "Lawsuit Abuse Awareness Week."

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To proclaim September 30, 2002 through October 4, 2002 as "Lawsuit Abuse Awareness Week."
Vote: **4 - 0**

< Attachment >

Resolution Recognizing September 30 through October 4, 2002
As "Lawsuit Abuse Awareness Week"

WHEREAS, lawsuit abuse is a financially crippling problem that affects all of us.

WHEREAS, lawsuit abuse and its effects upon the lives and property of our citizens continue undiminished, despite efforts by government, citizens' organizations, and many individuals; and

WHEREAS, the problems of lawsuit abuse touches and affect all segments of our society, undermining and eroding the moral and economic strength of our communities and their citizens; and

NOW, THEREFORE, BE IT PROCLAIMED that September 30 through October 4, 2002 is designated as "Lawsuit Abuse Awareness Week" in Williamson County, calling upon our people to rededicate themselves to the ideals of equality and justice in their dealings with each other, and in giving proper cognizance to the valuable service rendered to the public by those who have chosen as their lives' work the administration of justice through the courts.

PASSED AND APPROVED This 17th day of September, 2002.

ATTEST:

Nancy E. Rister
Attested by

John C. Doerfler 9-17-02
Signed by

REGULAR AGENDA

AGENDA ITEM 14

Canvass votes cast in election to create Emergency Services District No. 6 (Weir).

Moved: **Judge Doerfler**
Seconded: **Commissioner Hays**
Motion: To canvass the votes cast in the election to create Emergency Services District No. 6 in Weir.
Vote: **4 - 0**

< Attachment >

CANVASS OF ELECTION RETURNS

Whereas on the 17th day of September, 2002, in that part of Williamson County, Texas, described in the attachment herewith, there was submitted to the qualified voters the question of whether that territory should be formed into am emergency services district under state law; and

Whereas, at the election, 60 votes were cast in favor of formation of the district and 30 votes were cast against formation; and

Whereas, the formation of the emergency services district received the affirmative vote of the majority of the votes cast at the election as provided by law;

Now, therefore, the Commissioners Court of Williamson County, Texas, finds and orders that the tract described in the order has been duly and legally formed into an emergency services district under the name of Emergency Services District No. 5-, under Article III, Section 48-e, of the Texas Constitution, as proposed by SJR No. 27, Acts of the 70th Legislature, Regular Session, 1987, and adopted by the voters at an election held November 3, 1987, and has the powers vested by law in the district.

John C. Doerfler 9-17-02
John C. Doerfler, County Judge

AGENDA ITEM 15

Consider appointing five Commissioners for the Emergency Services District No. 6 for terms ending December 31, 2002.

Moved: **Judge Doerfler**
Seconded: **Commissioner Hays**
Motion: To appoint the following persons as Commissioners for the Emergency Services District No. 6 for terms ending December 31, 2002:

Jeffrey Louis Harper
Doyle Wayne Foster
Willis Eoin Sefcik
William Curtis Frymire
Emmett Mireles

Vote: **3 – 1. Commissioner Boatright voted against the motion.**

< Attachment >

Wendy Coco

From: Kay Eastes
Sent: Friday, September 13, 2002 11:34 AM
To: Wendy Coco
Cc: John Willingham
Subject: Weir ESD No. 6

Hi, Wendy. In follow-up to your phone call of this a.m., these are the names of the individuals to be submitted to comms ct for appointment of the initial emergency services commissioners to serve as the ESD No. 6 governing body, should the proposition pass. These names were given to me by Don Richmond's wife and confirmed by Don Richmond .

Jeffrey Louis (Lou) Harper
Doyle Wayne Foster
Willis Eoin Sefcik
William Curtis (Bill) Frymire
Emmett Mireles

approved 9-17-02
John C. Doerfler

If you need additional information or have questions, please let me know.

Kay

AGENDA ITEM 16

Consider approving additional amount for cash drawers for all clerks in the Civil/Probate area in County Clerk's office.

Moved: **Commissioner Boatright**
Seconded: **Commissioner Limmer**
Motion: To approve an additional $200 for cash drawers for all clerks in the Civil/Probate area of the County Clerk's office.
Vote: **4 - 0**

AGENDA ITEM 17

Discuss and take appropriate action to approve interlocal agreement (school zone improvement) with Williamson County, the City of Thrall, and Thrall ISD.

Moved: **Commissioner Limmer**
Seconded: **Commissioner Boatright**
Motion: To approve an interlocal agreement for school zone improvement between Williamson County, City of Thrall, and Thrall ISD, with Williamson County to be responsible for blinking lights and the sidewalk, and with the City of Thrall and Thrall ISD to be responsible for any necessary right-of-way acquisition.
Vote: **4 - 0**

< Attachment >

INTERGOVERNMENTAL AGREEMENT

The City of Thrall, Texas and Thrall Independent School District wishes to enter into an Intergovernmental Agreement with Williamson County Unified Road System to replace existing school zone signs, replace no parking signs, restripe crosswalks, restripe end of school zones, and construct six foot wide sidewalks, all of which lie within the city limits of Thrall.

The Thrall Independent School District agrees to exchange a road widening easement for the above stated improvements.

Please see Exhibit "A" for a description of the funding source and Exhibit "B" for the schematic for the construction.

Dated this _____ day of _____, 2002.

James Dvorak, Mayor
City of Thrall

Frankie Limmer, Commissioner
Williamson County, Pct. 4

Steve White
Superintendent, Thrall ISD

Greg Bergeron, Road Administrator
Williamson County

Approved by the Williamson County Commissioner's Court on this 17th day of September, 2002.

John C. Doerfler 9-17-02
John C. Doerfler, County Judge
Williamson County

Exhibit "A"—County Payment Schedule

The Williamson County Unified Road System shall be reimbursed from the 2001 General Obligation funds. Specifically, these funds are to be drawn from the $235,123.00 construction school zone fund.

Exhibit "B"—Project Document

The following project has been authorized by the Williamson County Commissioners Court pursuant to §791.014, Texas Government Code, and in furtherance of the current Interlocal Agreement for Road Construction and Maintenance between the County, Thrall Independent School District, and the City of Thrall, Texas:

Location: County Road 424 (See attached drawing).

Description: Road repairs and maintenance within public right-of-way to restore them to like condition as similar elements of the county road system located in the unincorporated portions of the County.

AGENDA ITEM 18

Consider authorizing advertising and setting date to receive bids for paving and sidewalk improvements.

Moved: **Commissioner Hays**
Seconded: **Commissioner Boatright**
Motion: To authorize advertising and to set date to receive bids for paving and sidewalk improvements in Precinct 2 for October 9, 2002 at 2:00 p.m. in the Commissioners' Courtroom.
Vote: **4 - 0**

AGENDA ITEM 19

Discuss and take appropriate action on award of CR 412 reconstruction.

Bids were received from the following:

Austin Bridge & Road, L. P., Austin, Texas
M. B. Bender, Kingsland, Texas
Bland/Schroeder/Archer, Inc., Austin, Texas
C. C. Carlton Industries, Ltd., Austin, Texas
Guerra Construction Co., Inc., Austin, Texas
RGM Constructors, L.P., Pflugerville, Texas
Rogers Construction Company, Ltd., Georgetown Texas

Moved: **Commissioner Limmer**
Seconded: **Commissioner Boatright**
Motion: To award bid for CR 412 reconstruction to RGM Constructors, L.P. of Pflugerville in the amount of $1,584,145.10.
Vote: **4 - 0**

< Attachment >

HNTB ARCHITECTS ENGINEERS PLANNERS

#19

September 10, 2002

Ginny Atkinson, Assistant Purchasing Agent
Williamson County Auditor's Office
710 Main Street – Suite 303
Georgetown, Texas 78626

Reference: Recommendation of Award

Ms. Atkinson:

The following is a summary of our bid analysis and recommendation for your further handling.

County: Williamson

Project: CR 412 Reconstruction

Bid No.: 02WC439

Description of Work: For the reconstruction of Roadway, Ditches, and cross drainage structures.

Date Bids received:	August 28, 2002
Number of Bids Received:	Seven (7)
Low Bidder: RGM Constructors, L.P.	$ 1,584,145.10
Engineer's Estimate:	$ 2,471,204.36
Amount of Underrun/Overrun:	- $ 887,059.26
Percent of Under Engineer's Estimate:	36%
Bids Represent Adequate Competition:	Yes
Redesign Warranted:	No
HNTB Recommends Award:	Yes
Contract Amount:	**$ 1,584,145.10**

approved 9-17-02
John C. Doerfler

Remarks:

At bid opening, the apparent low bidder for the base bid was RGM Constructors, L.P. with a base bid of $1,584,145.10. The 2nd and 3rd lowest bids were $1,780,936.47 and $1,792,265.23

respectfully. After bid tabulation and analysis, RGM Constructors, L.P. were still the low bid @ $1,584,145.10. Five items constitute the preponderance of difference between the low bid and the engineer estimate as follows:

Item 100 PREP ROW; Engr Est. = $ 342,876, RGM = $ 62,615
Item 132 EMBANK (DENS CONT)(TY D)(CL 3);
Engr. Est. = $165,347, RGM = $ 117,360
Item 247 FL BS (COMPL IN PLAC)(TY A GR2 CL4);
Engr Est. = $ 637,673, RGM = $ 282,440
Item 432 RIPRAP(STONE)(COMMON)(DRY);
Engr Est. = $82,848, RGM = $42,152
Item 500 MOBILIZATION; Engr Est. = $ 175,000, RGM = $ 130,000

HNTB contacted URS Griner, Steiner Ranch, and La Frontera as references provided by the contractor for verification of their performance. All three clients were satisfied with this Contractor's work according to the staff members contacted.

Please contact me if you have any questions.

Sincerely,

Roger Cisneros, P.E.
HNTB Corporation

cc: Mike Weaver – Bond Manager
Joe England, P.E.- Williamson County Engineer

BID FORM
SCHEDULE OF RATES AND PRICES
WILLIAMSON COUNTY, TEXAS

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

BID TABULATION
CR 412

TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	ENGINEER ESTIMATE UNIT COST	ENGINEER ESTIMATE AMOUNT BID	RGM Constructors, LP UNIT COST	RGM Constructors, LP AMOUNT BID	Bland / Schroeder / Archer, LP UNIT COST	Bland / Schroeder / Archer, LP AMOUNT BID	M.B. Bender Co. Inc. UNIT COST	M.B. Bender Co. Inc. AMOUNT BID	Guerra Construction Co., Inc. UNIT COST	Guerra Construction Co., Inc. AMOUNT BID	Rogers Construction Company, LTD. UNIT COST	Rogers Construction Company, LTD. AMOUNT BID	C.C. Carlton Industries, LTD. UNIT COST	C.C. Carlton Industries, LTD. AMOUNT BID	AUSTIN BRIDGE & ROAD UNIT COST	AUSTIN BRIDGE & ROAD AMOUNT BID
100	PREP ROW	$ 1,916.58	$ 342,876.18	$ 350.00	$ 62,615.00	$ 120.00	$ 21,468.00	$ 500.00	$ 89,450.00	$ 1.00	$ 178.90	$ 300.00	$ 53,670.00	$ 1,000.00	$ 178,900.00	$ 609.00	$ 108,950.10
110	EXCAVATION (ROWY& CHAN)	$ 6.34	$ 162,936.00	$ 6.25	$ 160,625.00	$ 2.75	$ 70,675.00	$ 5.20	$ 133,640.00	$ 6.00	$ 154,200.00	$ 3.40	$ 87,380.00	$ 6.00	$ 154,200.00	$ 6.00	$ 154,200.00
132	EMBANK (DENS CONT)(TY D)(CL 3)	$ 6.34	$ 185,347.20	$ 4.50	$ 117,360.00	$ 7.05	$ 183,864.00	$ 4.95	$ 129,096.00	$ 4.00	$ 104,320.00	$ 2.60	$ 67,808.00	$ 2.75	$ 71,720.00	$ 4.00	$ 104,320.00
160	FURN AND PLAC TPSL (CL1)(4 IN)	$ 225.60	$ 40,359.84	$ 90.00	$ 16,101.00	$ 435.00	$ 77,821.50	$ 770.30	$ 137,806.67	$ 950.00	$ 169,955.00	$ 320.00	$ 57,248.00	$ 500.00	$ 89,450.00	$ 200.00	$ 35,780.00
164	CELL FIBER MULCH SEED	$ 0.18	$ 16,986.96	$ 0.20	$ 18,874.40	$ 0.18	$ 16,986.96	$ 0.20	$ 18,874.40	$ 0.25	$ 23,593.00	$ 0.30	$ 28,311.60	$ 0.30	$ 28,311.60	$ 0.20	$ 18,874.40
166	FERTILIZER (10-10-10)	$ 300.00	$ 1,770.00	$ 425.00	$ 2,507.50	$ 400.00	$ 2,360.00	$ 330.00	$ 1,947.00	$ 2,000.00	$ 11,800.00	$ 500.00	$ 2,950.00	$ 100.00	$ 590.00	$ 425.00	$ 2,507.50
168	VEGETATIVE WATERING	$ 20.30	$ 38,308.10	$ 12.00	$ 22,644.00	$ 18.00	$ 33,966.00	$ 15.00	$ 28,305.00	$ 17.00	$ 32,079.00	$ 22.00	$ 41,514.00	$ 10.00	$ 18,870.00	$ 15.00	$ 28,305.00
247	FL BS (COMPL IN PLAC)(TY A GR2 CL4)	$ 45.15	$ 637,873.26	$ 20.00	$ 282,440.00	$ 22.00	$ 310,684.00	$ 22.85	$ 322,687.70	$ 36.00	$ 508,392.00	$ 24.40	$ 344,576.80	$ 23.00	$ 324,806.00	$ 20.00	$ 282,440.00
251	REWRKING BS MATL (DC)(TY B CL 5)(11 IN)	$ 6.73	$ 88,391.82	$ 5.00	$ 65,670.00	$ 12.00	$ 157,608.00	$ 7.20	$ 94,564.80	$ 19.00	$ 249,546.00	$ 10.80	$ 141,847.20	$ 8.00	$ 105,072.00	$ 17.00	$ 223,278.00
310	ASPH MATRL(MC-30)	$ 1.35	$ 17,153.10	$ 1.20	$ 15,247.20	$ 1.50	$ 19,059.00	$ 1.30	$ 16,517.80	$ 1.65	$ 20,964.90	$ 1.20	$ 15,247.20	$ 1.60	$ 20,329.60	$ 1.20	$ 15,247.20
316	AGGR(TY B, GR4)	$ 71.90	$ 50,905.20	$ 31.00	$ 21,948.00	$ 31.74	$ 22,471.92	$ 31.85	$ 22,549.80	$ 34.90	$ 24,709.20	$ 32.00	$ 22,656.00	$ 35.00	$ 24,780.00	$ 45.00	$ 31,860.00
316	ASPH(HFRS-2)	$ 1.03	$ 39,122.09	$ 1.30	$ 49,596.90	$ 1.25	$ 47,691.25	$ 1.35	$ 51,506.55	$ 1.40	$ 53,414.20	$ 1.35	$ 51,506.55	$ 1.60	$ 61,044.80	$ 1.00	$ 38,153.00
316	AGGR(TY B, GR5)	$ 58.69	$ 20,778.26	$ 39.00	$ 13,806.00	$ 31.74	$ 11,235.96	$ 39.70	$ 14,053.80	$ 35.00	$ 12,390.00	$ 39.50	$ 13,983.00	$ 35.00	$ 12,390.00	$ 45.00	$ 15,930.00
400	STRUCT EXCAV	$ 13.45	$ 10,195.10	$ 23.00	$ 17,434.00	$ 6.00	$ 4,548.00	$ 15.00	$ 11,370.00	$ 10.00	$ 7,580.00	$ 14.00	$ 10,612.00	$ 20.00	$ 15,160.00	$ 10.00	$ 7,580.00
402	TRENCH EXCAV PROTECTION	$ 4.52	$ 1,473.38	$ 7.00	$ 2,281.79	$ 2.00	$ 651.94	$ 5.00	$ 1,629.85	$ 1.00	$ 325.97	$ 8.00	$ 2,607.76	$ 1.00	$ 325.97	$ 2.00	$ 651.94
432	RIPRAP(STONE)(COMMON)(DRY)	$ 86.48	$ 82,847.84	$ 44.00	$ 42,152.00	$ 36.00	$ 34,488.00	$ 20.00	$ 19,160.00	$ 30.00	$ 28,740.00	$ 88.00	$ 84,304.00	$ 25.00	$ 23,950.00	$ 55.00	$ 52,690.00
460	CMP (GAL 18IN)	$ 33.11	$ 19,104.47	$ 26.00	$ 15,002.00	$ 50.00	$ 28,850.00	$ 24.00	$ 13,848.00	$ 20.00	$ 11,540.00	$ 29.00	$ 16,733.00	$ 30.00	$ 17,310.00	$ 31.00	$ 17,887.00
460	CMP (GAL 24IN)	$ 38.55	$ 3,006.90	$ 35.00	$ 2,730.00	$ 59.00	$ 4,602.00	$ 30.00	$ 2,340.00	$ 30.00	$ 2,340.00	$ 33.00	$ 2,574.00	$ 40.00	$ 3,120.00	$ 36.00	$ 2,808.00
462	CONC BOX CULV (4FT X 3FT)	$ 187.42	$ 17,804.73	$ 160.00	$ 15,200.00	$ 200.00	$ 19,000.00	$ 134.50	$ 12,777.50	$ 129.00	$ 12,255.00	$ 222.00	$ 21,090.00	$ 140.00	$ 13,300.00	$ 150.00	$ 14,250.00
462	CONC BOX CULV (5FT X 3FT)	$ 210.26	$ 19,974.70	$ 175.00	$ 16,625.00	$ 205.00	$ 19,475.00	$ 158.85	$ 15,090.75	$ 148.00	$ 14,060.00	$ 244.00	$ 23,180.00	$ 170.00	$ 16,150.00	$ 170.00	$ 16,150.00
462	CONC BOX CULV (5FT X 4FT)	$ 177.09	$ 85,189.16	$ 185.00	$ 88,980.00	$ 225.00	$ 82,800.00	$ 176.95	$ 65,117.60	$ 158.00	$ 58,144.00	$ 249.00	$ 91,632.00	$ 180.00	$ 66,240.00	$ 180.00	$ 66,240.00
462	CONC BOX CULV (6FT X 3FT)	$ 188.75	$ 40,203.75	$ 215.00	$ 45,795.00	$ 270.00	$ 57,510.00	$ 220.85	$ 47,041.05	$ 177.00	$ 37,701.00	$ 280.00	$ 59,640.00	$ 210.00	$ 44,730.00	$ 215.00	$ 45,795.00
462	CONC BOX CULV (10FT X 8FT)	$ 419.02	$ 38,550.25	$ 575.00	$ 52,900.00	$ 530.00	$ 48,760.00	$ 543.80	$ 50,029.60	$ 359.00	$ 33,028.00	$ 510.00	$ 46,920.00	$ 420.00	$ 38,640.00	$ 425.00	$ 39,100.00
466	WINGWALL (FW-30) (H=4FT)	$ 3,174.19	$ 3,174.19	$ 4,800.00	$ 4,800.00	$ 3,413.69	$ 3,413.69	$ 3,500.00	$ 3,500.00	$ 2,200.00	$ 2,200.00	$ 5,200.00	$ 5,200.00	$ 3,680.00	$ 3,680.00	$ 6,200.00	$ 6,200.00
466	WINGWALL (FW-0) (HW=12FT)(MOD)	$ 8,194.61	$ 8,194.61	$ 15,000.00	$ 15,000.00	$ 14,500.00	$ 14,500.00	$ 5,000.00	$ 5,000.00	$ 8,800.00	$ 8,800.00	$ 15,200.00	$ 15,200.00	$ 5,520.00	$ 5,520.00	$ 17,000.00	$ 17,000.00
466	WINGWALL (PW)(HW=5FT)	$ 6,260.26	$ 18,780.78	$ 4,900.00	$ 14,700.00	$ 6,500.00	$ 19,500.00	$ 5,500.00	$ 16,500.00	$ 2,800.00	$ 8,400.00	$ 6,900.00	$ 20,700.00	$ 6,147.90	$ 18,443.70	$ 7,800.00	$ 23,400.00
466	WINGWALL (PW)(HW=6FT)	$ 7,182.70	$ 7,182.70	$ 6,600.00	$ 6,600.00	$ 8,300.00	$ 8,300.00	$ 10,000.00	$ 10,000.00	$ 3,600.00	$ 3,600.00	$ 6,700.00	$ 6,700.00	$ 11,086.00	$ 11,086.00	$ 8,000.00	$ 8,000.00
466	WINGWALL (PW)(HW=7FT)	$ 9,605.00	$ 57,630.00	$ 8,200.00	$ 49,200.00	$ 8,900.00	$ 53,400.00	$ 10,450.00	$ 62,700.00	$ 4,800.00	$ 28,800.00	$ 12,900.00	$ 77,400.00	$ 10,853.70	$ 65,122.20	$ 10,800.00	$ 64,800.00
466	WINGWALL (PW)(HW=8FT)	$ 9,249.49	$ 55,496.94	$ 8,400.00	$ 50,400.00	$ 10,500.00	$ 63,000.00	$ 12,000.00	$ 72,000.00	$ 5,500.00	$ 33,000.00	$ 16,600.00	$ 99,600.00	$ 12,314.20	$ 73,885.20	$ 13,400.00	$ 80,400.00
466	WINGWALL (PW)(HW=9FT)	$ 13,037.01	$ 26,074.02	$ 11,000.00	$ 22,000.00	$ 12,500.00	$ 25,000.00	$ 18,000.00	$ 36,000.00	$ 6,000.00	$ 12,000.00	$ 19,200.00	$ 38,400.00	$ 18,248.80	$ 36,497.60	$ 15,900.00	$ 31,800.00
467	SAFETY END TREAT (TY II)(18IN)(CMP)(6:1)	$ 495.24	$ 18,323.94	$ 600.00	$ 22,200.00	$ 700.00	$ 25,900.00	$ 680.00	$ 25,160.00	$ 300.00	$ 11,100.00	$ 650.00	$ 24,050.00	$ 350.00	$ 12,950.00	$ 625.00	$ 23,125.00
467	SAFETY END TREAT (TY II)(24IN)(CMP)(6:1)	$ 613.14	$ 3,678.84	$ 700.00	$ 4,200.00	$ 750.00	$ 4,500.00	$ 700.00	$ 4,200.00	$ 500.00	$ 3,000.00	$ 900.00	$ 5,400.00	$ 500.00	$ 3,000.00	$ 800.00	$ 4,800.00
496	REMOV OLD STR (SMALL)	$ 1,035.49	$ 24,851.76	$ 400.00	$ 9,600.00	$ 2,000.00	$ 48,000.00	$ 300.00	$ 7,200.00	$ 100.00	$ 2,400.00	$ 800.00	$ 19,200.00	$ 500.00	$ 12,000.00	$ 600.00	$ 14,400.00
500	MOBILIZATION	$ 175,000.00	$ 175,000.00	$ 130,000.00	$ 130,000.00	$ 180,000.00	$ 180,000.00	$ 150,000.00	$ 150,000.00	$ 105,000.00	$ 105,000.00	$ 158,000.00	$ 158,000.00	$ 100,000.00	$ 100,000.00	$ 185,000.00	$ 185,000.00
502	BARRICADE, SIGNS AND TRAF HANDLE	$ 3,246.10	$ 29,214.90	$ 4,100.00	$ 36,900.00	$ 1,700.00	$ 15,300.00	$ 2,000.00	$ 18,000.00	$ 2,000.00	$ 18,000.00	$ 2,200.00	$ 19,800.00	$ 300.00	$ 2,700.00	$ 1,650.00	$ 14,850.00
530	DRIVWAYS (SURF TRT)(PRIVATE)	$ 907.45	$ 29,038.40	$ 800.00	$ 25,600.00	$ 660.00	$ 21,120.00	$ 950.00	$ 30,400.00	$ 100.00	$ 3,200.00	$ 700.00	$ 22,400.00	$ 500.00	$ 16,000.00	$ 1,300.00	$ 41,600.00
540	MTL BEAM GD FEN (10 GA) (TIM POST)	$ 12.95	$ 2,288.25	$ 20.00	$ 3,500.00	$ 18.00	$ 3,150.00	$ 22.00	$ 3,850.00	$ 20.00	$ 3,500.00	$ 16.00	$ 2,800.00	$ 30.00	$ 5,250.00	$ 18.00	$ 3,150.00
560	MAILBOX INSTAL (SINGLE)	$ 114.99	$ 1,724.92	$ 90.00	$ 1,350.00	$ 100.00	$ 1,500.00	$ 93.00	$ 1,395.00	$ 200.00	$ 3,000.00	$ 95.00	$ 1,425.00	$ 200.00	$ 3,000.00	$ 85.00	$ 1,275.00
560	MAILBOX INSTAL (MULTIPLE)	$ 265.00	$ 529.99	$ 265.00	$ 530.00	$ 150.00	$ 300.00	$ 300.00	$ 600.00	$ 400.00	$ 800.00	$ 280.00	$ 560.00	$ 400.00	$ 800.00	$ 255.00	$ 510.00
644	SMALL RDSD SGN ASSM (TY A)	$ 297.22	$ 8,836.02	$ 180.00	$ 4,140.00	$ 165.00	$ 3,795.00	$ 181.50	$ 4,174.50	$ 250.00	$ 5,750.00	$ 180.00	$ 4,140.00	$ 200.00	$ 4,600.00	$ 165.00	$ 3,795.00
644	SMALL RDSD SGN ASSM (TY D-2)	$ 480.75	$ 961.50	$ 180.00	$ 360.00	$ 165.00	$ 330.00	$ 181.50	$ 363.00	$ 250.00	$ 500.00	$ 180.00	$ 360.00	$ 200.00	$ 400.00	$ 165.00	$ 330.00
644	SMALL RDSD SGN ASSM (TY D-4)	$ 583.10	$ 1,749.29	$ 600.00	$ 1,800.00	$ 570.00	$ 1,710.00	$ 627.00	$ 1,881.00	$ 700.00	$ 2,100.00	$ 630.00	$ 1,890.00	$ 600.00	$ 1,800.00	$ 570.00	$ 1,710.00
644	SMALL RDSD SGN ASSM (TY F)	$ 495.99	$ 1,983.97	$ 180.00	$ 720.00	$ 165.00	$ 660.00	$ 181.50	$ 726.00	$ 300.00	$ 1,200.00	$ 180.00	$ 720.00	$ 300.00	$ 1,200.00	$ 165.00	$ 660.00
658	OBJ MRK ASM TY 2 (OM-2SR)(A)	$ 42.13	$ 1,685.20	$ 32.00	$ 1,280.00	$ 40.88	$ 1,635.20	$ 33.00	$ 1,320.00	$ 40.00	$ 1,600.00	$ 33.00	$ 1,320.00	$ 50.00	$ 2,000.00	$ 30.00	$ 1,200.00
666	REFL PAV MRK TY II (W) (4IN)(SLD)	$ 0.31	$ 10,854.08	$ 0.10	$ 3,436.80	$ 0.09	$ 3,093.12	$ 0.10	$ 3,436.80	$ 0.12	$ 4,124.16	$ 0.11	$ 3,780.48	$ 0.20	$ 6,873.60	$ 0.09	$ 3,093.12
666	REFL PAV MRK TY II (W) (24IN)(SLD)	$ 2.66	$ 95.76	$ 3.25	$ 117.00	$ 3.00	$ 108.00	$ 3.30	$ 118.80	$ 3.60	$ 126.00	$ 4.00	$ 144.00	$ 5.00	$ 180.00	$ 3.00	$ 108.00
666	REFL PAV MRK TY II (Y) (4IN)(SLD)	$ 0.31	$ 3,298.40	$ 0.11	$ 1,170.40	$ 0.10	$ 1,064.00	$ 0.11	$ 1,170.40	$ 0.12	$ 1,276.80	$ 0.13	$ 1,383.20	$ 0.20	$ 2,128.00	$ 0.10	$ 1,064.00
666	REFL PAV MRK TY II (Y) (4IN)(BRK)	$ 0.19	$ 812.44	$ 0.11	$ 470.36	$ 0.10	$ 427.60	$ 0.11	$ 470.36	$ 0.12	$ 513.12	$ 0.13	$ 555.88	$ 0.20	$ 855.20	$ 0.10	$ 427.60
5005	ROCK FILTER DAMS (REMOV & REPLAC)(TY 1)	$ 17.77	$ 10,128.90	$ 17.00	$ 9,690.00	$ 16.00	$ 9,120.00	$ 14.40	$ 8,208.00	$ 17.00	$ 9,690.00	$ 18.00	$ 10,260.00	$ 20.00	$ 11,400.00	$ 8.00	$ 4,560.00
5009	TEMP SEDMT CONT FENCE	$ 3.96	$ 28,215.00	$ 1.55	$ 11,043.75	$ 4.00	$ 28,500.00	$ 1.50	$ 10,687.50	$ 1.20	$ 8,550.00	$ 1.70	$ 12,112.50	$ 3.00	$ 21,375.00	$ 1.35	$ 9,618.75
5010	CONSTRUCT EXIT (TY 2)	$ 13.50	$ 12,150.00	$ 19.00	$ 17,100.00	$ 25.00	$ 22,500.00	$ 3.00	$ 2,700.00	$ 23.00	$ 20,700.00	$ 10.40	$ 9,360.00	$ 20.00	$ 18,000.00	$ 7.50	$ 6,750.00
5619	SINGLE GDRAIL TERM (TYII)	$ 1,755.88	$ 10,535.28	$ 1,400.00	$ 8,400.00	$ 1,525.00	$ 9,150.00	$ 1,850.00	$ 11,100.00	$ 2,000.00	$ 12,000.00	$ 1,800.00	$ 10,800.00	$ 1,800.00	$ 10,800.00	$ 1,525.00	$ 9,150.00
	TOTAL BASE BID AMOUNT		$ 2,471,204.36		$ 1,584,145.10		$ 1,845,553.14		$ 1,792,265.23		$ 1,886,186.25		$ 1,861,652.17		$ 1,780,936.47		$ 1,885,773.61

[1]Refer to the Technical Specifications section for a description of the specific reference number.
[2]Bid Item numbers with the * symbol indicate major items subject to the 25% limitations.

09/17/2002

BID FORM

PROJECT IDENTIFICATION

Project No. 02WC439 - County Road 412 Reconstruction

THIS BID IS SUBMITTED TO:

Williamson County Purchasing Office
Attn: Ginny Atkinson
710 Main Street - Suite 303
Georgetown, Texas 78626

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices, and will pay not less than the Prevailing Wage Rates for Williamson County, Texas. The work will be completed within 250 calendar days from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

COPY

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:
RGM Constructors, LP
15603 N. IH 35
Pflugerville, Tx. 78660

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON August 28, 2002.

State Contractor License Number 77894-10

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____
Business address: _____

Phone Number: _____ Fax Number: _____
Email: _____

A Partnership

By RGM Constructors, LP (SEAL)
(Firm Name)
Steve Muckleroy
(General Partner)

Business address:
15603 N. IH 35
Pflugerville, Tx.
78660

Phone Number: 512/990.8313 Fax Number: 512/990.5670
Email: Eloy@RGMCo.com

A Corporation

By _____ (SEAL)
(Corporate Name)

_____
(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

_____
_____
_____

Phone Number: _____ Fax Number: _____
Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By _____ (SEAL)
(Name)

_____
(Address)

By _____

(Name)

_____
(Address)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

_____
_____
_____
_____

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)

BID FORM
SCHEDULE OF RATES AND PRICES
WILLIAMSON COUNTY, TEXAS

PROJECT NUMBER: **02WC439** **County Road 412 Reconstruction**

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM[2]	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	100	Des PREP ROW at Three Hundred Fifty Dollars and ——— Cents per	178.90	STA	350-	$ 62,615 -
2	110	Des EXCAVATION (RDWY& CHAN) at Six Dollars and Twenty Five Cents per	25,700.00	CY	6.25	$ 160,625 -
3	132	Des EMBANK (DENS CONT)(TY D)(CL 3) at Four Dollars and Fifty Cents per	26,080.00	CY	4.50	$ 117,360 -
4	160	Des FURN AND PLAC TPSL (CL1)(4 IN) at Ninety Dollars and ——— Cents per	178.90	STA	90-	$ 16,101 -
5	164	Des CELL FIBER MULCH SEED at Dollars and Twenty Cents per	94,372.00	SY	0.20	$ 18,874.40
6	166	Des FERTILIZER (10-10-10) at Four Hundred Twenty Five Dollars and ——— Cents per	5.90	TON	425-	$ 2,507.50
7	168	Des VEGETATIVE WATERING at Twelve Dollars and ——— Cents per	1,887.00	MG	12-	$ 22,644 -
8	247	Des FL BS (COMPL IN PLAC)(TY A GR2 CL4) at Twenty Dollars and ——— Cents per	14,122.00	CY	20-	$ 282,440 -
9	251	Des REWRKING BS MATL (DC)(TY B CL 5)(11 IN) at Five Dollars and ——— Cents per	13,134.00	CY	5-	$ 65,670 -

[1]Refer to the Technical Specifications section for a description of the specific reference number.
[2]Bid Item numbers with the * symbol indicate major items subject to the 25% limitations.

BID FORM
SCHEDULE OF RATES AND PRICES
WILLIAMSON COUNTY, TEXAS

PROJECT NUMBER: **02WC439** **County Road 412 Reconstruction**

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BID ITEM[2]	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
10	310	Des ASPH MATRL(MC-30) at One Dollars and Twenty Cents per	12,706.00	GAL	1.20	$ 15,247.20
11	316	Des AGGR(TY B, GR4) at Thirty One Dollars and Cents per	708.00	CY	31-	$ 21,948-
12	316	Des ASPH(HFRS-2) at One Dollars and Thirty Cents per	38,153.00	GAL	1.30	$ 49,598.90
13	316	Des AGGR(TY B, GR5) at Thirty Nine Dollars and Cents per	354.00	CY	39-	$ 13,806
14	400	Des STRUCT EXCAV at Twenty Three Dollars and Cents per	758.00	CY	23-	$ 17,434
15	402	Des TRENCH EXCAV PROTECTION at Seven Dollars and Cents per	325.97	LF	7-	$ 2,281.79
16	432	Des RIPRAP(STONE)(COMMON)(DRY) at Fourty & Forty Four Dollars and Cents per	958.00	CY	44-	$ 42,152
17	460	Des CMP (GAL 18IN) at Twenty Six Dollars and Cents per	577.00	LF	26-	$ 15,002
18	460	Des CMP (GAL 24IN) at Thirty Five Dollars and Cents per	78.00	LF	35-	$ 2730

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WILLIAMSON COUNTY, TEXAS

PROJECT NUMBER: **02WC439** **County Road 412 Reconstruction**

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BID ITEM[2]	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
19	462	Des CONC BOX CULV (4FT X 3FT) at One Hundred Sixty Dollars and ____ Cents per	95.00	LF	160-	$ 15,200-
20	462	Des CONC BOX CULV (5FT X 3FT) at One Hundred Seventy Five Dollars and ____ Cents per	95.00	LF	175-	$ 16,625-
21	462	Des CONC BOX CULV (5FT X 4FT) at One Hundred Eighty Five Dollars and ____ Cents per	368.00	LF	185-	$ 68,080-
22	462	Des CONC BOX CULV (6FT X 3FT) at Two Hundred Fifteen Dollars and ____ Cents per	213.00	LF	215-	$ 45,795-
23	462	Des CONC BOX CULV (10FT X 6FT) at Five Hundred Seventy Five Dollars and ____ Cents per	92.00	LF	575-	$ 52,900-
24	466	Des WINGWALL (FW-30) (H-4FT) at Forty Eight Hundred Dollars and ____ Cents per	1.00	EA	4800-	$ 4800-
25	466	Des WINGWALL (FW-0) (HW=12FT)(MOD) at Fifteen Thousand Dollars and ____ Cents per	1.00	EA	15,000-	$ 15,000-
26	466	Des WINGWALL (PW)(HW=5FT) at Forty Nine Hundred Dollars and ____ Cents per	3.00	EA	4,900-	$ 14,700-
27	466	Des WINGWALL (PW)(HW=6FT) at Sixty Eight Hundred Dollars and ____ Cents per	1.00	EA	6,800-	$ 6,800-

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BID FORM
SCHEDULE OF RATES AND PRICES
WILLIAMSON COUNTY, TEXAS

PROJECT NUMBER: **02WC439** **County Road 412 Reconstruction**

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BID ITEM[2]	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
28	466	Des WINGWALL (PW)(HW=7FT) at Eighty Two Hundred Dollars and ____ Cents per	6.00	EA	8,200-	$ 49,200 -
29	466	Des WINGWALL (PW)(HW=8FT) at Eighty Four Hundred Dollars and ____ Cents per	6.00	EA	8,400-	$ 50,400 -
30	466	Des WINGWALL (PW)(HW=9FT) at Eleven Thousand Dollars and ____ Cents per	2.00	EA	11,000-	$ 22,000 -
31	467	Des SAFETY END TREAT (TY II)(18IN)(CMP)(6:1) at Six Hundred Dollars and ____ Cents per	37.00	EA	600-	$ 22,200 -
32	467	Des SAFETY END TREAT (TY II)(24IN)(CMP)(6:1) at Seven Hundred Dollars and ____ Cents per	6.00	EA	700-	$ 4,200 -
33	496	Des REMOV OLD STR (SMALL) at Four Hundred Dollars and ____ Cents per	24.00	EA	400-	$ 9,600 -
34	500	Des MOBILIZATION at One Hundred Thirty Thousand Dollars and ____ Cents per	1.00	LS	130,000-	$ 130,000 -
35	502	Des BARRICADE, SIGNS AND TRAF HANDLE at Forty One Hundred Dollars and ____ Cents per	9.00	MO	4,100-	$ 36,900 -
36	530	Des DRVWAYS (SURF TRT)(PRIVATE) at Eight Hundred Dollars and ____ Cents per	32.00	EA	800-	$ 25,600 -

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WILLIAMSON COUNTY, TEXAS

PROJECT NUMBER: **02WC439** **County Road 412 Reconstruction**

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BID ITEM[2]	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
37	540	Des MTL BEAM GD FEN (10 GA) (TIM POST) at Twenty Dollars and Cents per	175.00	LF	20-	$ 3,500 -
38	560	Des MAILBOX INSTAL (SINGLE) at Ninety Dollars and Cents per	15.00	EA	90-	$ 1,350 -
39	560	Des MAILBOX INSTAL (MULTIPLE) at Two Hundred Sixty Five Dollars and Cents per	2.00	EA	265-	$ 530 -
40	644	Des SMALL RDSD SGN ASSM (TY A) at One Hundred Eighty Dollars and Cents per	23.00	EA	180-	$ 4,140 -
41	644	Des SMALL RDSD SGN ASSM (TY D-2) at One Hundred Eighty Dollars and Cents per	2.00	EA	180-	$ 360 -
42	644	Des SMALL RDSD SGN ASSM (TY D-4) at Six Hundred Dollars and Cents per	3.00	EA	600-	$ 1,800 -
43	644	Des SMALL RDSD SGN ASSM (TY F) at One Hundred Eighty Dollars and Cents per	4.00	EA	180-	$ 720 -
44	658	Des OBJ MRK ASM TY 2 (OM-2SR)(A) at Thirty Two Dollars and Cents per	40.00	EA	32-	$ 1280 -
45	666	Des REFL PAV MRK TY II (W) (4IN)(SLD) at Dollars and Ten Cents per	34,368.00	LF	0.10	$ 3,436.80
46	666	Des REFL PAV MRK TY II (W) (24IN)(SLD) at Three Dollars and Twenty Five Cents per	36.00	LF	3.25	$ 117 -
47	666	Des REFL PAV MRK TY II (Y) (4IN)(SLD) at Dollars and Eleven Cents per	10,640.00	LF	0.11	$ 1,170.40

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WILLIAMSON COUNTY, TEXAS

PROJECT NUMBER: **02WC439** **County Road 412 Reconstruction**

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BID ITEM[2]	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
48	666	Des REFL PAV MRK TY II (Y) (4IN)(BRK) at ____ Dollars and Eleven ____ Cents per	4,276.00	LF	0.11	$ 470.36 -
49	5005	Des ROCK FILTER DAMS (REMOV & REPLAC)(TY 1) at Seventeen ____ Dollars and ____ Cents per	570.00	LF	17-	$ 9,690 -
50	5009	Des TEMP SEDMT CONT FENCE at One ____ Dollars and Fifty Five ____ Cents per	7,125.00	LF	1.55	$ 11,043.75 -
51	5010	Des CONSTRUCT EXIT (TY 2) at Nineteen ____ Dollars and ____ Cents per	900.00	SY	19-	$ 17,100 -
52	5819	Des SINGLE GDRAIL TERM (TYII) at Fourteen Hundred ____ Dollars and ____ Cents per	6.00	EA	1,400-	$ 8,400 -

TOTAL COST OF ALTERNATE BID

Dollars

and **Cents**

TOTAL COST OF BID (INCLUDING ALTERNATE BID)

One Million Five Hundred Eighty Four Thousand One Hundred Forty Five ____ **Dollars** $ 1,584,145.10

and Ten ____ **Cents**

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WILLIAMSON COUNTY, TEXAS

PROJECT NUMBER: **02WC439** **County Road 412 Reconstruction**

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BID ITEM[2]	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID

Acknowledgment of Addenda

Addendum No. 1:
Addendum No. 2:
Addendum No. 3:
Addendum No. 4:

[1]Refer to the Technical Specifications section for a description of the specific reference number.
[2]Bid Item numbers with the * symbol indicate major items subject to the 25% limitations.

Bidder must submit this Statement of Bidder's Experience Form signed and notarized, along with the Bid. In order to make a responsive Bid, the bidder must provide a minimum of three completed stormwater, wastewater or water main conveyance projects meeting the criteria listed on this form. All questions must be answered and data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. Bidder may submit any additional relevant information. In lieu of meeting the specific minimums for each of the three projects, the Bidder may reference three completed stormwater, wastewater or water main conveyance projects totaling a minimum of $5,000,000 within the past 5 years.

1. Name of Bidder: RGM Constructors, LP
2. Bidder's Permanent Address: 15603 N. IH 35 Pflugerville, Tx. 78660
3. Bidder's Phone No.: 512/990-8313
4. List experience criteria for a new construction project for a minimum of three successfully completed private or publicly-funded stormwater, wastewater or water-main conveyance projects as shown below.

Project One

Name of Project: Parking Lot Storm Drains (Ph I) & Utilities Construction

Location: Austin Bergstrom International Airport

Contract Price: $2,804,543.50 (Must be over $2,500,000)

Portion of stormwater, wastewater or water main conveyance work as part of total contract: 62 % of contract price (Must be over 35% of Contract price)

Substantial Completion Date: October 1997 (Must be after January 1, 1996)

OWNER's Contact Person: Felix Benevides Phone No.: 974-7027

Project Two

Name of Project: La Frontera Section 3A & 3B

Location: Round Rock, Tx.

Contract Price: $6,974,044.11 (Must be over $2,500,000)

Portion of stormwater, wastewater or water main conveyance work as part of total contract: 40 % of contract price (Must be over 35% of Contract price)

Substantial Completion Date: January 2001 (Must be after January 1, 1996)

OWNER's Contact Person: Bill Smalling Phone No.: 512/329-5100

Bidder must submit this Statement of Bidder's Experience Form signed and notarized, along with the Bid. In order to make a responsive Bid, the bidder must provide a minimum of three completed stormwater, wastewater or water main conveyance projects meeting the criteria listed on this form. All questions must be answered and data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. Bidder may submit any additional relevant information. In lieu of meeting the specific minimums for each of the three projects, the Bidder may reference three completed stormwater, wastewater or water main conveyance projects totaling a minimum of $5,000,000 within the past 5 years.

1. Name of Bidder: RGM Constructors, LP
2. Bidder's Permanent Address: 15603 N. IH 35 Pflugerville, Tx. 78660
3. Bidder's Phone No.: 512/990-8313
4. List experience criteria for a new construction project for a minimum of three successfully completed private or publicly-funded stormwater, wastewater or water-main conveyance projects as shown below.

Project One

Name of Project: Smithville Municipal Airport

Location: Smithville, Texas

Contract Price: $1,640,008.65 (Must be over $2,500,000)

Portion of stormwater, wastewater or water main conveyance work as part of total contract: _____% of contract price (Must be over 35% of Contract price)

Substantial Completion Date: Sept. 2001 (Must be after January 1, 1996)

OWNER's Contact Person: Bill Griffin - PBS&J Phone No.: 512/327-6840

Project Two

Name of Project: A.W. GRIMES BLVD.

Location: ROUND ROCK, Tx

Contract Price: $10,524,000— (Must be over $2,500,000)

Portion of stormwater, wastewater or water main conveyance work as part of total contract: _____% of contract price (Must be over 35% of Contract price)

Substantial Completion Date: NA (Must be after January 1, 1996)

OWNER's Contact Person: TOM Word Phone No.: 218-5555

1.0 REFERENCES

Contractor shall include three (3) references for services that are similar in scope to the work described in this solicitation. These references shall be for work done within the past five (5) years.

References provided shall not be immediate family members of Contractor, nor any employee of Contractor. Any such reference will not be considered.

1. Martinez, Wright & Mendez Robert Martinez 453-0767
Company Name Contact Name Phone number

Parking Lot Storm Drains (Ph I) & Utilities Construction
Project name

Austin Bergstrom International Airport
Project Location

October 1997
Project Substantial Completion Date

2. Baker-Aicklen Bill Waeltz 244-9620
Company Name Contact Name Phone number

La Frontera Section 3A & 3B
Project name

Round Rock, Tx.
Project Location

January 2001
Project Substantial Completion Date

3. Carter-Burgess Robert Simms 314-3100
Company Name Contact Name Phone number

Quinlan Park Road (Ph II) Street & Drainage Improvements
Project name

Austin, Tx
Project Location

December 2001
Project Substantial Completion Date

2.0 PROJECT SUPERINTENDENT

Contractor to submit the name of their proposed project Superintendent.

Scott Rathburn Superintendent
Name Title

5 years
How long has person been employed by contractor?

Project Three

Name of Project: Quinlan Park Road (Ph II) Street & Drainage Improvements

Location: Austin, Tx

Contract Price: $2,739,833.38 (Must be over $2,500,000

Portion of stormwater, wastewater or water main conveyance work as part of total contract: 36 % contract price (Must be over 35% of Contract price)

Substantial Completion Date: December 2001 (Must be after January 1, 1996)

OWNER's Contact Person: Robert Long Phone No.: 266-3865

Signed By

Title V.P.

State of TEXAS

County of TRAVIS

BONNIE F. SLACK
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-06-2004

Robert G. Allison being duly sworn desposes and says that he/she is V.P. of RGM Constructors L.P.

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before this 6 day of February 2002.

Bonnie F. Slack
Notary Public

My commission expires on 12-06-04.

End

Bid Bond
Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **RGM Constructors, L. P.**, as Principal, hereinafter called the Principal, and the **Fidelity and Guaranty Insurance Underwriters, Inc.**, a Corporation created and existing under the laws of the State of **Wisconsin**, whose principal office is in Baltimore, MD, as Surety, hereinafter called the Surety, are held and firmly bound unto **Williamson County, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five percent (5%) of the amount bid** Dollars ($----------), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

County Road 412 Reconstruction

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **28th** day of **August**, A.D. 20**02**.

Witness: **RGM Constructors, L. P.**
(Principal)

By _____ (SEAL)
(Title)

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

By _____ (SEAL)
Tobin Tucker, Attorney-in-Fact

Forms S-3266-4 Printed in U.S.A. 12-70

The St Paul

POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 20411 **Certificate No.** 154562

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin *(herein collectively called the "Companies")*, and that the Companies do hereby make, constitute and appoint

W. Lawrence Brown, Tracy Tucker and Tobin Tucker

of the City of Fort Worth, State Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed this 11th day of May, 1999.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

MICHAEL B. KEEGAN, Vice President

MICHAEL R. MCKIBBEN, Assistant Secretary

State of Maryland
City of Baltimore

On this 11th day of May, 1999, before me, the undersigned officer, personally appeared Michael B. Keegan and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.

REBECCA EASLEY-ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached; and

RESOLVED FURTHER, that Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Michael R. McKibben, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I hereunto set my hand this 28th day of August, 2002.

Michael R. McKibben, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached.

86326 Rev. 4-99 Printed in U.S.A.

AGENDA ITEM 20

Discuss and take appropriate action on canceling bid opening date previously set for CR 200.

Purchasing Director Bob Space stated that HNTB is not ready with the specifications for the bid, and asked that the opening date be canceled.

Moved: **Commissioner Boatright**
Seconded: **Commissioner Hays**
Motion: To cancel the bid opening date previously set for CR 200.
Vote: **4 - 0**

AGENDA ITEM 21

Discuss and take appropriate action on canceling bid awarded to WST Building Specialties for the recessed entrance mats and expansion joint covers for the Juvenile Facility.

Sonne Person of FTWOODS addressed the court concerning the bid award. He stated that the company went out of business.

Moved: **Commissioner Limmer**
Seconded: **Commissioner Hays**
Motion: To cancel the bid award to WST Building Specialties for the recessed entrance mats and expansion joint covers for the Juvenile Facility.
Vote: **4 - 0**

AGENDA ITEM 22

Discuss and take appropriate action on donating abandoned bicycles to charitable organization.

Moved: **Commissioner Hays**
Seconded: **Commissioner Boatright**
Motion: To authorize the donation of abandoned bicycles from the Sheriff's Office to Brown Santa.
Vote: **4 - 0**

AGENDA ITEM 23

Discuss and take appropriate action on modifying status of bicycles authorized for auction on July 16, 2002.

Moved: **Commissioner Boatright**
Seconded: **Judge Doerfler**
Motion: To modify the status of bicycles authorized for auction on July 16, 2002, to allow them to be donated to Brown Santa.
Vote: **4 - 0**

< Attachment >

Bikes Previously Approved for Auction Want to Donate

July 16, 2002

Case#	Item Description	Traq#	Proposed Disposition
C02-01-4481	Blk Huffy Stalker 18spd Mtn Bike S/N HC1020827	3799	donate/auction
C01-12-1325	Explorer Free Spirit S/N 903MA20760	4191	donate/auction
C01-12-3914	24" Huffy Mega Force S/N 246239139334H2098	4192	donate/auction
C01-12-4713	Mongoose Hoop D S/N C000490950	4193	donate/auction
C01-12-1433	Fusion Mtn Bike S/N ZIK5K0473	4194	donate/auction
C01-12-4556	Pacific Hammer BMX S/N AU835694	4195	donate/auction
C02-04-4094	Blk Pacific Bike S/N HI0979600	4388	donate/auction
C01-04-3378	Silver Vernon Diamondback S/N ACS9B00993	1999	donate/auction
C01-05-1706	Black Pacific Treader Bike S/N HH0636030	2152	donate/auction
C01-04-0548	Blu/Yel Pacific Legend 21 spd S/N C10E5065	2217	donate/auction
C01-04-0939	Green BMX Mongoose S/N C00559858	2220	donate/auction
C01-05-4563	Blk/Red/Slvr Haro HI-10 S/N RVWH02246	2615	donate/auction
C01-08-4539	Brown Roadmaster 12 spd S/N Not Avail	2966	donate/auction

AGENDA ITEM 24

Discuss and take appropriate action on rejecting bids received for various annual bids for URS.

Purchasing Director Bob Space requested rejection of Aggregate items 1, 2, 3 and 4 because the bids did not meet specifications. He stated that the Heavy Equipment Parts and Service/Labor bids were not from authorized dealers, a condition which did not meet bid specifications. He requested the rejection of the Asphalt Mixes items 5 and 6 because the wrong TxDOT item number was advertised.

Moved: **Judge Doerfler**
Seconded: **Commissioner Boatright**
Motion: To approve rejection of bids received for Aggregate, Items 1, 2, 3 & 4, Heavy Equipment Parts & Service/Labor, and Asphalt Mixes, Items 5 and 6.
Vote: **3 – 0. Commissioner Hays was absent from the dais.**

< Attachment >

24. Discuss and take appropriate action on rejecting bids received for various annual bids for URS.

- **03WCA002-Aggregate**
  - Reject Items 1,2,3 & 4
- **03WCA015-Heavy Equip Parts & Service/Labor**
  - **Reject Items**
  - Caterpillar Heavy Equipment
  - International-Case Agricultural Machinery
  - John Deere Agricultural Machinery
  - John Deere Industrial Equipment
  - Bush Hog Rotary Cutters
- **03WCA042-Asphalt Mixes**
  - **Reject Items**
  - 5 & 6 URS Changed Spec's to TXDOT Current requirements.

rejected 9-17-02
John G. Doerfler

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

- **03WCA002-Aggregate**
  - Items 1,2,3 & 4
- **03WCA015-Heavy Equip Parts & Service/Labor**
  - Caterpillar Heavy Equipment
  - International-Case Agricultural Machinery
  - John Deere Industrial Equipment
  - Bush Hog Rotary
- **03WCA042-Asphalt Mixes**
  - Items 5 & 6

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 & 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 & 338)

Southern Safety Sales, Inc.
(Items Awarded: 23,59,60,69,87,102,142,278,286,299,303,304,305 & 344)

Sun Belt Medical/Emergi-Source
(Items Awarded: 2,15,17,49,54,96,97,106,113,121,125,146,160,162 & 292)

Zoll Medical Corporation
(Items Awarded: 88,339,340,341,342 & 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 & 289)

Home-Aid Healthcare, Inc.
(Items Awarded: 9, 294 & 296)

Matrx Medical, Inc.
(Items Awarded: 56,58,62,64,66,133,140,164,170,172,217,219,227,271,272,310 & 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.**

< Attachment >

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. Doerfler

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:

[x] "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

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

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

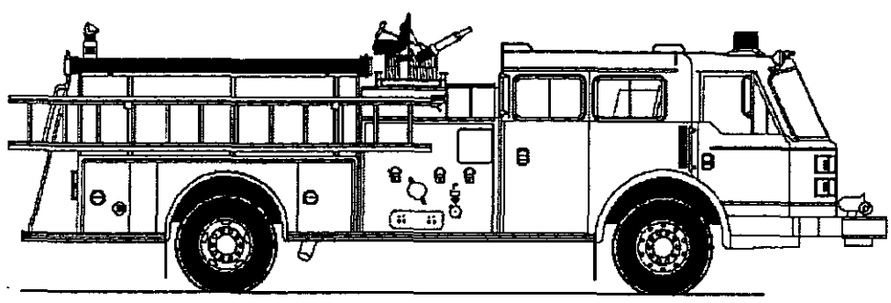
September 4, 2002

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

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

NAMED INSURED

Williamson County E.M.S.



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

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

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

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

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

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

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

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)

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

CUNA MUTUAL GROUP

CUMIS Insurance Society, Inc.

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

OLICY 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	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____
_____	_____	$ _____

TOTAL PREMIUM $ _____

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

CUNA MUTUAL GROUP

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.

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

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. Hagenston

Assistant Secretary

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

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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.

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

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IL 01 71 10 01

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

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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

© ISO Properties, Inc., 2001

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.

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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 **I** – 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
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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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CUNA MUTUAL GROUP

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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ESIP NON-MONETARY CLAIMS COVERAGE

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.

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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

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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

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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.

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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";

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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.

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"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.

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TEXAS CHANGES

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.

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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

Pat Wootton **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 LP

Vulcan
Materials Company

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

Truck Delivery	Unit Price/Ton
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

Truck Delivery	Unit Price/Ton
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

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

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

WILLIAMSON COUNTY
PURCHASING DEPARTMENT

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

PURCHASING CONTACT	TECHNICAL CONTACT
Ginny Atkinson 710 Main Street – Suite 303 Georgetown, TX 78626 (512) 943-1554 gatkinson@williamson-county.org	Greg Bergeron 3151 S.E. Inner Loop – Suite B Georgetown, TX 78626 (512) 930-3330 roads@wilco.org

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

FOR TECHNICAL QUESTIONS CONTACT GREG BERGERON.

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Bid Specification(s)/Bid Sheet(s) Attached Page 1 of 1

VENDOR NAME: Vulcan Construction Materials, LP

WILLIAMSON COUNTY
PURCHASING DEPARTMENT

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 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.

(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.

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 McKitrick, 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

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 & 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 Fugua, Inc.

Mailing Address: P.O. Box 589

City: Navasota **State:** Tx **Zip:** 77868

Email Address: N/A

Telephone: (936) 825-7153 **Fax:** (936) 825-2463

Daphne Day **Date of BID:** 8-13-02
Signature of Person Authorized to Sign BID

Name 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 SIEVE SIZE / % RETAINED 15" 0 12" 0-15 8" 10-50 3" 80-100 1" 90-100	100	Ton	12.00	1,200.00
6	18" Rip Rap, TxDot Item 432.3 MUST MEET THE FOLLOWING SPECS FOR % RETAINED SIEVE SIZE / % RETAINED 18" 0 15" 20-60 12" 45-80 8" 75-100 6" 80-100 - 6" 0-20	100	Ton	12.00	1,200.00

VENDOR NAME: Glenn Fugua, Inc.

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	1,200.00

VENDOR NAME: Glenn Fugua, Inc.

Austin

Austin Bridge & Road

An Austin Industries Company

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

FAX

DATE: 8/15/02

TO: COMPANY: Williamson County Auditors Office

ATTENTION: Ginny Atkinson

FROM: Ken Davis - Estimator

FAX NO: (509) 471-0623

TOTAL PAGES INCLUDING COVERSHEET: 3

Road Base Materials Bid # 03WCA027

Author# F 3351 E 2026

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 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	$3.90	$234,000.00
2	Flexible Base, TxDot Item 247, Type A, Grade 4	5,000	Ton	$3.25	$16,250.00
3	1" x 3" Hard Stone, TxDot Item 432.3	100	Ton	$6.25	$625.00
4	3" x 5" Hard Stone, TxDot Item 432.3	100	Ton	$6.25	$625.00
5	12" Rip Rap, TxDot Item 432.3 MUST MEET THE FOLLOWING SPECS FOR % RETAINED SIEVE SIZE / % RETAINED 15" 0 12" 0-15 8" 10-50 3" 80-100 1" 90-100	100	Ton	$10.00	$1,000.00
6	18" Rip Rap, TxDot Item 432.3 MUST MEET THE FOLLOWING SPECS FOR % RETAINED SIEVE SIZE / % RETAINED 18" 0 15" 20-60 12" 45-80 8" 75-100 6" 80-100 -6" 0-20	100	Ton	$20.00	$2,000.00

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	$2.75	$275.00
8	Crushed Limestone, Washed Screenings	50	Ton	$6.00	$300.00
9	Crushed Limestone, Dry Screenings	100	Ton	$3.25	$325.00
10	Crushed Limestone, Fill Material	100	Ton	$3.25	$325.00
11	1 1/2" Concrete Aggregate, TxDot Item 421	50	Ton	$5.50	$275.00
12	3" Crushed Base	100	Ton	$6.00	$600.00
13	24" Rip Rap	100	Ton	$20.00	$2,000.00

ROAD BASE MATERIALS
ATTACHMENT Page 2 of 2

VENDOR NAME: AUSTIN 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.

1.5 "Depository Bank" means the bank with which the Agency has its depository relationship.

1.6. "Designated Account" means an account with the Depository Bank, the number of which shall be provided by the Agency and/or Agency Clerk to the Bank.

1.7 "Guaranteed Transaction" means a LegalEase transaction that (i) has been assigned a sixteen (16) digit approval code ("Approval Code") by the LegalEase system via the Network when it is operational, or (ii) a LegalEase transaction wherein the Agency Clerk has called the Bank and verified the validity of the Customer's LegalEase Customer Number and Access Number and has confirmed funds availability when the Network is not operational.

1.8 "LegalEase Access Numbers" means the specific use and unique access numbers issued by the Bank to a Customer. These numbers are issued by the Bank to a Customer who has established a demand deposit account at the Bank for the purpose of purchasing Agency Clerk Services. All Access Numbers are inclusive of the Customer Number of the Customer to whom they are assigned. When an Access Number is provided to the Agency by the Customer to purchase Services, and the Agency presents such numbers to the Bank with other required purchase information, the Customer is authorizing the Bank to electronically withdraw funds from the Customer's LegalEase account and credit the Agency's Designated Account.

1.9 "Network" means the Internet based system through which the electronic authorization and settlement capture of LegalEase transactions is accomplished.

1.10 "POS Device" means the hardware and/or software through which electronic authorization, capture and settlement of LegalEase transactions is accomplished.

1.11 "Processing Day" means the next Business Day following the Transaction Day. If a sale occurs on a Saturday, a Sunday or a bank holiday, the Processing Day shall be the next Business Day immediately following that Saturday, Sunday or bank holiday.

1.12 "Service" means any service authorized by the Agency as provided by the County Clerk of Williamson County, Texas.

1.13 "Service Office" means the location receiving a request for a Service and accepting payment for that Service. Each such Service Office shall be designated and approved by the Agency and/or Agency Clerk.

1.14 "Settlement Day" means the day the Bank shall credit funds for Guaranteed Transactions to the Agency's Designated Account.

1.15 "Transaction Day" means the calendar day on which the Service is purchased.

1.16 "Vendor" means a third party vendor, contracted by the Bank, which provides electronic authorization, capture, and settlement services. The Vendor is hereby declared to be the Bank's agent for all purposes of this Agreement and all duties set forth herein. The Bank's ability to provide the LegalEase services depends on its ability to use Vendors. The Agency

acknowledges and agrees that Vendors may be used to provide the LegalEase services discussed hereunder.

2.0 COSTS TO BE BORNE BY BANK

2.1 In order to accomplish the LegalEase services contemplated in this Agreement, the Bank shall provide the Agency Clerk with access to the Network as the Agency Clerk and the Bank determine are required to enable the Agency Clerk to obtain electronic authorization and settlement capture of transactions. The Bank assumes responsibility for all costs and expenses related to the maintenance and enhancement of the Network. The Bank will provide all necessary training for Agency Clerk personnel at the Bank's expense.

3.0 AGENCY CLERK SETTLEMENT ACCOUNT

3.1 The Agency Clerk shall designate to the Bank, prior to the implementation of LegalEase services, the account number of the Designated Account to which all proceeds due the Agency for Services provided herein under will be credited. The Bank shall transfer the proceeds due the Agency for Guaranteed Transactions to the Designated Account at such times as provided in Section 4.3 below. There shall be no charge by the Bank to the Agency for the transfer of the proceeds. The Agency Clerk may change the bank and account number designated to which the proceeds due the Agency are credited by giving the Bank thirty (30) days written notice. In the event that the Agency Clerk determines that there has been an overpayment by the Bank to the Designated Account, the Agency will issue repayment to the Bank in that amount pursuant to the provisions of Section 8.2 below.

3.2 Repayments by the Agency to the Bank resulting from overpayments by the Bank to the Agency shall be made from available current revenue funds.

4.0 PROCESSING PROCEDURES

4.1 The Agency Clerk shall obtain the LegalEase Access Number from the Customer and shall enter this number and the necessary purchase information into the Network. Additionally, if the Customer has assigned a "client number" and/or "case number" for tracking purposes to the proposed transaction, the Agency will obtain this information from the Customer and enter such information along with other necessary purchase information. The Bank will verify the validity of the Access Number, and the availability of funds in the Customer's LegalEase account with the Bank. If the transaction is approved, the Bank will issue to the Agency an Approval Code, deem the transaction a Guaranteed Transaction and transaction information will be captured for settlement. If the transaction is not authorized (declined) and therefore not a Guaranteed Transaction, the Bank will so notify the Agency. The Bank will not guarantee the funds related to the sale of Services by the Agency for transactions that are not guaranteed by the Bank. Such transactions will not be captured for settlement, and any Services rendered will not be made subject to the terms of this Agreement. The Bank has no liability for payment in the event the Agency renders Services for transactions that are not Guaranteed Transactions as provided for herein.

4.2 The Bank will use commercially reasonable efforts to ensure the Network is available to

the Agency Clerk for processing transactions during the hours of 8:00 a.m. to 5:00 p.m. on all Business Days. In the event the Network is not operational during these hours the Bank will provide telephone authorization for the transactions as follows:

a. The Agency Clerk shall obtain authorization for LegalEase transactions by calling the Bank to verify the Customer account has sufficient funds to cover the sale, and that the Customer Number and Access Number are authorized for use;

b. If the LegalEase transaction is authorized, the Guaranteed Transaction will then be memorialized on a mutually agreed upon worksheet, including the notation of the Approval Code for the Guaranteed Transaction which shall be given to the Agency Clerk by the Bank at the time of the telephone authorization; and,

c. Within a reasonable period of time after the Network subsequently becomes operational then those transaction(s) for which the Agency Clerk received telephone authorizations will be entered into the Network by the Agency Clerk on a "post authorization" basis.

4.3 On the first Business Day following the applicable Processing Day, the Bank will credit the Agency's Designated Account, by ACH Electronic Funds Transfer, with the total amount of LegalEase Guaranteed Transactions for each Transaction Day.

4.4 The Bank will issue to the Agency a unique merchant number (the "Merchant Number") that will identify the input terminal assigned to the Agency. Furthermore, the Bank will issue individual user numbers (the "User IDs") and six (6) digit passwords ("Passwords") to each person authorized by the Agency to access the Agency's LegalEase account information online. Each user authorized by the Agency will be required to enter the Merchant Number plus their User ID and Password to access the Agency's LegalEase information and enter LegalEase transactions online. At initial logon or anytime thereafter, authorized users can change their Password by selecting the "change password" option and following the instructions provided. The Agency's Merchant Number will be assigned upon execution of this Agreement, and mailed by regular mail to the Agency care of the Agency Clerk at the postal address provided hereon. Any individual User IDs and Passwords authorized by this Agreement or authorized pursuant to a writing by the Agency will be mailed by regular mail to the individual authorized for access by the Agency at the postal address provided to the Bank by the Agency. The Agency is responsible for providing these authorized users with the Merchant Number. The Agency agrees that any online LegalEase transaction initiated by use of the Merchant Number and an authorized individual's User ID will be subject to and governed by this Agreement.

4.5 THE AGENCY AGREES TO KEEP THE CUSTOMER NUMBERS AND ACCESS NUMBERS RECEIVED FROM CUSTOMERS, THE MERCHANT NUMBER, ALL USER IDS AND ANY ASSOCIATED PASSWORDS CONFIDENTIAL AND FOR USE ONLY AS PROVIDED FOR HEREIN. THE BANK STRONGLY RECOMMENDS THAT THE AGENCY DOES NOT DISCLOSE ANY SUCH NUMBERS, IDS OR PASSWORDS TO ANY THIRD PARTIES NOT AUTHORIZED TO USE THE LEGALEASE SERVICE AS PROVIDED FOR HEREUNDER.

5.0 REPORTS

5.1 On or before 9:00 a.m. of the first Business Day following each Processing Day, the Bank agrees to make available through the Network, a report or data file listing all Guaranteed Transactions occurring the prior Processing Day. In the event the Network is not operational, the Bank agrees to deliver such report or data file to:

Nancy E. Rister
Williamson County Clerk

6.0 LegalEase ACCOUNT RELATIONSHIP

6.1 The Bank releases the Agency and the Agency Clerk from any and all liability resulting from the Bank's contract with Customer(s) and acknowledges that any and all fees related to LegalEase accounts and the use of LegalEase services will be paid by the Customer(s) or the Bank, unless the Bank and the Agency expressly agree otherwise.

7.0 RISK OF LOSS

7.1 The approval of transactions, including the approval of transactions processed while the Network is down, acts as a material inducement for the Agency Clerk to render Services in the manner described in this Agreement. The Bank hereby acknowledges that the Agency and the Agency Clerk rely totally on the authorization information as provided for hereunder in rendering Services. Except to the extent of the Agency's negligence or willful misconduct, the Bank shall bear the risk of loss and shall assume collection responsibilities for all Guaranteed Transactions. Without modifying the risk of loss allocations set out above, the Agency will cooperate with the Bank in preventing the unauthorized use of LegalEase Customer Numbers and Access Numbers. The Agency will also assist in the investigation of such unauthorized use by sharing relevant transaction information regarding Services rendered to the extent allowed by law.

8.0 ADJUSTING ENTRIES

8.1 When the Agency receives notification of an adjustment from a Customer, the Agency agrees to verify said adjustment with such Customer. The Bank agrees to cooperate with Agency in such verification.

8.2 If an adjustment is determined to be valid by the Agency and the Bank, a worksheet will be provided to the Bank by the Agency showing the adjustment required. In the event the adjustment results in the Agency being credited additional funds, the Bank will credit funds, as stated in the worksheet, to the Agency's Designated Account no later than two (2) Business Days following the day the Agency notifies the Bank of its verification of the adjustment. In the event the Agency has received credit for money in an amount more than the actual amount due for the Services, upon approval of said adjustment amount by the Agency, the Agency will make payment to the Bank within fifteen (15) Business Days following the date of its approval of said adjustment amount.

9.0 INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 The Bank agrees to indemnify, defend and hold the Agency and/or the Agency Clerk, and their agents and employees, harmless from any action arising or any losses suffered as a result of the Bank's gross negligence or willful misconduct in providing services under this Agreement. The Agency agrees to not hold the Bank liable for consequential, incidental, special, indirect or punitive damages .

10.0 NOTICES

10.1 All notices required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and shall be deemed to have been given immediately if delivered in person to the address set forth in this Section 10.1 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified as follows:

FOR THE AGENCY: Williamson County Clerk
710 So. Main, Ste.101
Georgetown, Texas 78626
Attn: Nancy E. Rister

FOR THE BANK: Frost National Bank - San Antonio
100 West Houston Street
San Antonio, Texas 78205
Attn: Tom Frost III

For purposes of notice under this Agreement, a copy of any notice or communication hereunder shall also be forwarded to the following addresses:

Nancy E. Rister
Williamson County Clerk
710 So. Main St., Ste.101
Georgetown, Texas 78626

10.2 **Change of Address.** The aforesaid addresses may be changed upon giving written notice of said change as provided herein.

11.0 CONTRACT PERIOD

11.1 **Initial Term.** The term of this Agreement is for a period of twenty-four (24) months, commencing on _____2002 and terminating on _____2004 ("Initial Term").

11.2 **Renewal Term.** At the end of the Initial Term and provided this Agreement has not been terminated as provided for herein, this Agreement shall be automatically extended and renewed on a yearly basis (each one (1) year period a "Renewal Term") unless written notice is received by either party at least sixty (60) days prior to the expiration of the Initial Term or Renewal Term as applicable.

11.3 **Termination.** This Agreement may be terminated by either party, without cause, by giving the other party sixty (60) days written notice as such notice is provided for in Section 10.1.

12.0 ASSIGNMENT

12.1 This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns.

13.0 RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS

13.1 **Bank Retention.** The Bank shall maintain all operational and fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily, or for three (3) years from the transaction date, whichever occurs later.

13.2 **Agency Access.** The Bank shall give the Agency, and/or Agency Clerk, and their duly authorized representatives, access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by the Bank pertaining to this Agreement at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by the Bank.

13.3 **Agency Retention.** The Agency shall maintain all operational and fiscal records and documentation for all expenditures pertaining to this Agreement in a readily available state and location until an audit in conformance with generally accepted accounting principals and procedures for governmental organizations is completed and all questions arising from it are resolved satisfactorily, or for three (3) years from the transaction date, whichever occurs first.

13.4 **Bank Access.** The Agency shall give the Bank, or its duly authorized representatives, access to and the right to examine all books, records, accounts, reports, files, and other papers, things or property belonging to or in use by the Agency pertaining to this Agreement to the extent allowed by law at reasonable times and for reasonable periods. These rights to access shall continue as long as these records are retained by the Agency.

14.0 MISCELLANEOUS PROVISIONS

14.1 **Entire Agreement.** This Agreement contains the entire understanding of all parties and supersedes any and all previous discussions, proposals, or agreements, if any, between all parties with respect to the subject matter hereof. There shall be no amendment or modification of this Agreement except in writing signed by the parties hereto.

14.2 **Applicable Law.** This Agreement shall be construed pursuant to the laws of the State of Texas and all obligations hereunder are performable in Williamson County, Texas.

14.3 **Open Records Act.** To the extent, if any, that any provision in the Agreement is in conflict with TEX. GOV'T. CODE ANN., Chapter 552 ("Open Records Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the Agency, its

officers and employees may request advice, decisions, and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, or any part thereof, or other items or data furnished to the Agency and/or whether or not the same are available to the public. It is further understood that the Agency, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the Agency, its officers and employees shall have no liability or obligations for the disclosure to the public of any software, or a part thereof, or other items or data furnished to the Agency in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

14.4 **Non-Waiver.** Any act of forbearance by either party to enforce any provision of this Agreement shall not be construed as a waiver or relinquishment by that party of any right granted herein or of the future performance of such term, covenant or condition.

14.5 **Reservation of Rights and Remedies.** All rights of both parties under this Agreement are specifically reserved, except as stated in Section 9.0, or where otherwise explicitly waived. Any payment, act or omission by a party shall not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, at law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.6 **Continued Liability.** Notwithstanding any exercise by the Agency of its right of termination, the Bank shall not be relieved of any liability to the Agency for damages due to the Agency by virtue of any breach of this Agreement by the Bank. Agency may withhold payments owed to the Bank under Section 8.2 until the exact amount of damages due the Agency from the Bank is agreed upon or is otherwise determined.

14.7 **Compliance with Laws.** The Bank and the Agency shall comply with the Constitution of the United States and the State of Texas and all federal, state, Agency and city laws, rules, orders, ordinances and regulations applicable to performance of this Agreement.

14.8 **Non-Discrimination.** The Bank and the Agency shall provide all services and activities under this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933]. The parties shall not discriminate against any employee, applicant for employment, or eligible recipient of services based on race, religion, color, sex, national origin, age or handicapped condition.

15.0 SEVERABILITY

15.1 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

16.0 INTERPRETATIONAL GUIDELINES

16.1 **Computation of Time.** If the last day of any period falls on a Saturday, Sunday or a day

that either the Agency or the Bank has declared a holiday for its employees, these days shall be omitted from the computation.

16.2 **Number and Gender.** Words of any gender in this Agreement shall be construed to include any other gender and words in the singular shall be construed to include the plural unless the context in the Agreement clearly requires otherwise.

16.3 **Headings.** The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

17.0 LEGAL AUTHORITY

17.1 **Bank Signers.** The person or persons signing this Agreement on behalf of the Bank, or representing themselves as signing this Agreement on behalf of the Bank, do hereby warrant and guarantee that he, she or they have been duly authorized by the Bank to sign this Agreement on behalf of the Bank and to bind the Bank validly and legally to all terms, performances, and provisions in this Agreement.

17.2 **Agency Signers.** The person or persons signing this Agreement on behalf of the Agency, or representing themselves as signing this Agreement on behalf of the Agency, do hereby warrant and guarantee that he, she or they have been duly authorized by the Agency to sign this Agreement on behalf of the Agency and to bind the Agency validly and legally to all terms, performances, and provisions in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered on the date written above.

WILLIAMSON COUNTY, TEXAS

John C. Doerfler 9-17-02

John C. Doerfler
Williamson County Judge

FROST NATIONAL BANK

Tom Frost III
Senior Executive Vice President

ATTEST:

Nancy E. Rister

Nancy E. Rister
Williamson County Clerk

APPROVED:

Nancy E. Rister
Williamson County Clerk

APPROVED AS TO FINANCIAL CONTENT:

David Flores
Williamson County Auditor

AGENDA ITEM 28

Consider approval of additional surveying services for Parmer Lane Extension.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To approve additional surveying services agreement with Diamond Surveying for the Parmer Lane Extension, not to exceed $13,682.50.
Vote: **2 – 1 - 1. Commissioner Boatright voted against the motion. Commissioner Hays was absent from the dais.**

< Attachment >

Diamond Surveying, Inc.

Shane Shafer, R.P.L.S.
1915 S. Austin Ave., Suite 111
Georgetown, TX 78626

Office Phone 931-3100 Fax: 930-5391

PROPOSAL NO. WCRB-2002-3
September 3, 2002

Williamson County
C/o Michael Weaver, Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin, Texas 78704

Re: Proposal for additional surveying services for Parmer Lane Extension Project. Original Proposal No. 2000-7, dated March 29, 2000.

Dear Mr. Weaver:

In addition to the work already completed, the following additional services have been requested:

Scope of Services

1. Perform field and office work necessary to provide topographic and utility location information along the south side of S.H. 29 in area specified by TC & B for drainage study (see attached map).
   Estimated Fee: $1,860.00

2. Perform field and office work necessary to set stakes along the Proposed right-of way of Parcel No. 16 (Geneva Keith Tract) every twenty (20) feet along the curve for fence alignment. This item was requested by the landowner and approved by Sheets and Crossfield as part of the closing negotiations.
   Estimated Fee: $747.50

3. Perform field and office work necessary to revise Metes & Bounds description and Sketch for Parcel No. 133 (Burleson Tract), remove and reset appropriate survey monumentation defining the proposed right-of-way of Parmer Lane Extension. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
   Estimated Fee: $675.00

4. Prepare Metes & Bounds description and Sketch for Parcel No. 53 (Tesch Tract) along C.R. 268. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
   Estimated Fee: $225.00

5. Perform office and field work necessary to set stakes along proposed right-of-way of Parcel No. 103 (Sasser Tract) approximately every two-hundred (200) feet for fence alignment. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
   Estimated Fee: $1,605.00

6. Perform office work necessary to revise Metes & Bounds description and Sketch for Parcel No. 142 (Phillip Joseph Tract), revised due to the elimination of drainage easement

previously shown on sketch. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
Estimated Fee: $120.00

7. Perform field and office work necessary to set stakes along the Proposed right-of-way for Parcel No. 1 (Behrens Tract) for fence alignment. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
Estimated Fee: $120.00

8. Perform field and office work necessary to prepare Metes & Bounds description and Sketch for a Temporary Construction Easement for Parcel No. 101 (Tetco Tract). Field verify any improvements within the limits of easement. This item was requested and approved by Paul Petrich of HNTB.
Estimated Fee: $777.50

9. Perform office work necessary to prepare exhibit for Parcel No. 104rev (Krienke Tract) defining the area of right-of-way within the 3.716 acre Krienke Tract. This item was requested by Joe England as part of the closing negotiations.
Estimated Fee: $127.50

10. "Parmer Lane, F.M. 2243 to S.H. 29 Cave Site Contour Map", as requested by Athabasca Consulting, Inc. (ACI) and Woodruff Geologic, Inc. (GCI).

    A) Perform office and field work necessary to set two (2) control points approximately two-hundred (200) feet apart along road at cave site and set one (1) point at the bottom of cave entrance shaft (cave shaft is approximately twenty (20) feet deep). Provide data sheet with North, East, and Elevation for these points to ACI and GCI.

    B) Perform fieldwork necessary to set nails with point number at random locations in working area and on limits of working area for use by Geologist. Working area is defined as being a three hundred (300) foot radius centered on cave entrance.

    C) Perform office and field work necessary for a detailed topographic survey within working area. Take sufficient shots to produce one (1) foot contours. Take sufficient shots in area of ten (10) foot radius around cave entrance to produce contours at two-tenths (0.2) foot intervals.

    D) Perform fieldwork necessary to tie, identify and tag all trees eight (8) inches in diameter or larger within the working area.

    E) Meet in field with ACI or GCI as requested for coordinating events requiring survey field crew participation.

    F) Produce ACAD drawing and plotted drawing on 24" x 36" Mylar sheet showing all aforementioned field data. Provide signature blocks and certificate statements for Surveyor, ACI and GCI.
    Estimated Fee: $5,580.00

11. Perform office and field work necessary to revise the Metes & Bounds description and Sketch for Parcel No. 130 (Bonnet Tract). Prepare additional Metes & Bounds description and Sketch for the Tract of land partitioned off and sold by Mr. Bonnet and set survey

monumentation defining new right-of-way. This item was requested by Sheets and Crossfield as part of the closing negotiations.
Estimated Fee: 1,845.00

Basis of Compensation

We propose to provide the above listed services on an hourly basis in accordance with the attached rate schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new rate schedule will be presented to the Client for approval before becoming effective.

Total services listed by this proposal are estimated not to exceed a total of $13,682.50.

This total hourly amount is based upon personnel and equipment time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes or plan revisions beyond our control will be considered reasonable cause for us to seek additional compensation. Work on additional services shall commence upon receipt of written authorization from appropriate authority.

If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files. We will begin work upon receipt of signed Professional Services Agreement. Thank you for the opportunity to be of service to Williamson County.

Sincerely,

SHANE SHAFER, R.P.L.S

PROFESSIONAL SERVICES AGREEMENT

Williamson County, as CLIENT, engages Diamond Surveying, Inc. as SURVEYOR to perform professional services for the assignment described as follows:

See attached proposal No. WCRB-2002-3 dated September 3, 2002. Additional surveying services for Parmer Lane Extension Project. (Original Proposal No. 2000-7, dated March 29, 2000.)

I. SERVICES: SURVEYOR agrees to perform in conformance with the following description, definition, terms and conditions. **See attached proposal No. WCRB-2002-3 dated September 3, 2002.**

II. COMPENSATION: SURVEYOR'S compensation for professional services will be on an hourly basis in accordance with the attached Standard Rate Schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new Rate Schedule will be presented to the Client for approval before becoming effective.

Total for this agreement shall not exceed: $13,682.50

III. PAYMENTS: SURVEYOR will be paid in full for total amount earned under this Agreement. CLIENT agrees to pay SURVEYOR as follows and will be paid in cash or check, at the option of the CLIENT. SURVEYOR shall submit invoices on a bi-weekly basis, for work that has been completed. CLIENT agrees to promptly pay SURVEYOR upon receipt of each invoice. All amounts shall be paid in full with no deductions of any kind.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. LIABILITY LIMITATION: SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall SURVEYOR'S liability exceed $50,000.

VI. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent surveyors and consultants retained for the project and to require all independent surveyors and consultants also to include a similar mediation provision in all agreements with subsurveyors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of SURVEYOR'S services either by CLIENT or by SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.

B. COMPENSATION PAYABLE ON TERMINATION: On Termination, by either CLIENT

or SURVEYOR, CLIENT shall pay SURVEYOR the full amount specified in paragraph II, with respect to any Surveying Services performed to date of termination (including all Reimbursable Expenses incurred).

VIII. SUCCESSORS AND ASSIGNS: CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.

IX. SPECIAL PROVISION: This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:
Attached letter proposal No. WCRB-2002-3 dated September 3, 2002, forms a part of this agreement.

X. INVALIDATION: If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.

XI. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him.

Williamson County.	Diamond Surveying, Inc.
By: John C. Doughty	By: Sha Shf
Date: 9-17-02	Date: 9/9/02

Diamond Surveying, Inc.
SHANE SHAFER, R.P.L.S., PRESIDENT
1915 S. AUSTIN AVE., SUITE 111 GEORGETOWN, TX 78626
OFFICE: (512) 931-3100 FAX: (512) 930-5391

STANDARD RATE SCHEDULE

Effective January 1, 2001, the following rates apply to work performed on an hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	$85.00 per hour
R.P.L.S. as expert witness	$125.00 per hour
Project Surveyor	$65.00 per hour
GPS Processor	$65.00 per hour
Survey Technician	$60.00 per hour
Secretary	$45.00 per hour

FIELD PARTY SERVICES

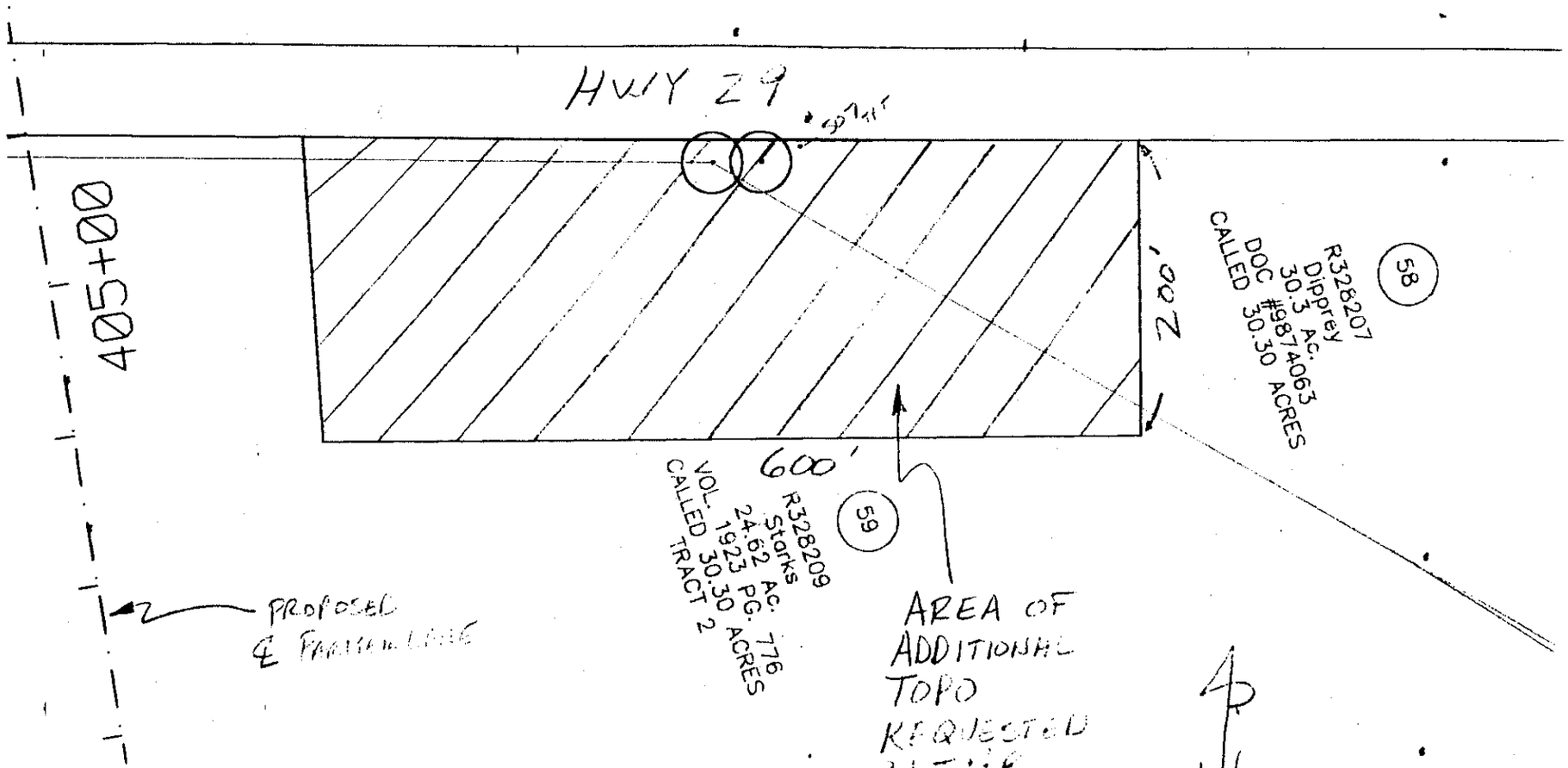
Classification	Rates
2-Man Field Party	$95.00 per hour
3-Man Field Party	$115.00 per hour
4-Man Field Party	$135.00 per hour
GPS Field Unit with Operator	$100.00 per hour
GPS Field Unit without Operator	$50.00 per hour

DIRECT EXPENSES

Subsistence for Out-of-Town Work..... $100.00 per day/per person

Notes:

1. Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.
2. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
3. Field Party stand-by time will be charged at the above-shown appropriate rates.



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SCALE: 1"=100'

FARMER LANE EXT.

ITEM #1 (PROPOSAL NO. WCRB-2002-3, DATED SEPTEMBER 3, 2002)

RECORDERS MEMORANDUM

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

AGENDA ITEM 29

Discuss and consider hiring Prime Strategies, Inc. to assist Williamson County and Travis County in creating the Central Texas Regional Mobility Authority.

Moved: **Commissioner Boatright**
Seconded: **Commissioner Limmer**
Motion: To approve the agreement with Prime Strategies, Inc., and the fee schedule, with the exception of Brian Cassidy and for Mike Weaver to bring back estimated hours to the court with a "not to exceed" limit.
Vote: **4 - 0**

< Attachment >

August 14, 2002

Judge John Doerfler
Williamson County
710 Main St., 2nd Floor
Georgetown, Texas 78626

Judge Sam Biscoe
Travis County
314 W. 11th St., Room 520
Austin, Texas 78701

Re: Professional Services for Regional Mobility Authority

PRIME STRATEGIES, INC.
1508 S. Lamar Blvd.
Austin, Texas 78704
voice 512.445.7074
fax 445.7064
mail@primestrategies.net

This letter agreement provides for the continuation of professional services in support of Travis and Williamson Counties' efforts to establish and operate the proposed Central Texas Regional Mobility Authority. All work will be completed on a time and materials basis based on the attached Hourly Fee Schedule. This Fee Schedule is the same as contained in our master (December 2000) road bond contract with Williamson County. We also intend to supplement our staff with Brian Cassidy at Locke, Liddell & Sapp. Brian has been working with Prime Strategies on the RMA rules and the early drafts of the petition. All work under this agreement will be at the direction of the County Judges or their designee.

TASK I - RMA Petition

- Prepare RMA petition per 43 Texas Administrative Code §26.01;
- Review draft petition with county RMA subcommittee;
- Assist Commissioners Courts in resolution to create the RMA;
- Process RMA petition with TxDOT and Texas Transportation Commission;
- Address TxDOT comments and modify petition as necessary;
- Assist in preparation for TxDOT Public Hearing on RMA petition;
- Assist in securing resolutions of support from local jurisdictions;
- Assist in securing resolution of support from CAMPO; and,
- Secure final approval to create RMA from Texas Transportation Commission.

TASK II - RMA Formation / Operation

- Assist in appointing RMA directors;
- Coordinate initial RMA Board of Directors meetings;
- Assist in preparation of RMA operating guidelines/bylaws;
- Provide staff assistance to RMA Board of Director; and,
- Provide staff assistance regarding technical corrections to RMA legislation.

Submitted by:

Michael Weaver
Prime Strategies, Inc.

Date

Accepted by:

Judge Sam Biscoe
Travis County

Date

John C. Doerfler
Judge John Doerfler
Williamson County

9-17-02
Date

Attachment: PSI Hourly Fee Schedule

PRIME STRATEGIES, INC.
HOURLY BILLING RATE SCHEDULE

Principal	$150.00
Senior Engineer/Senior Planner	$100.00
Project Manager/Planner	$90.00
Technician/Graphics	$60.00
Clerical	$25.00

PRIME
STRATEGIES
INC.

1508 S. Lamar Blvd.
Austin, Texas 7870
voice 512.445.7074
fax 445.7064
mail@primestrategies.net

Reimbursable Expenses

Direct expenses shall be those costs incurred on behalf of the County for project efforts, including but not limited to, necessary transportation costs including mileage at Prime Strategies, Inc.'s current rate ($0.36.5/mile) when automobiles are used, outside consultant services, meals and lodging, computer and printing service bureau charges, telephone, facsimile, delivery service, reproduction, and binding charges. Reimbursements for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by Prime Strategies, Inc.

AGENDA ITEM 30

Discuss and take appropriate action on the road bond program.

Mike Weaver stated that a newsletter concerning projects under construction should be ready by mid-October. He also requested direction from the court concerning a wooden bridge on CR 434 at Brushy Creek. It will soon be replaced as part of the wooden bridge replacement program. After some discussion, Commissioner Limmer asked that the bridge be stored at the Road & Bridge Department until a decision is made concerning possible uses for it.

No action was taken on this agenda item.

< Attachment >

M e m o r a n d u m

To: Williamson County Commissioners Court
From: Mike Weaver
Prime Strategies, Inc.
Regarding: CR 434 Bridge Replacement
Date: September 11, 2002

As you are aware, we are proceeding with the wooden bridge replacement program. One of the priority projects is CR 434 at Brushy Creek. In addition to replacing the wooden bridge approaches, the existing trestle bridge (attached) will be replaced. This metal bridge, believed to have been built by Brown & Root in the 1920's was moved to its current location in the early 1950's.

This project is scheduled to start construction in May 2003, just after school closes. We will advertise the project in April 2003. A major component of the construction plans involve dismantling the bridge and preserving it for future use as a pedestrian bridge in one of the County parks or in the proposed trail system.

We are approaching the point where the Court needs to decide where to move the bridge. And, if we move it to a new location, do we store it or reconstruct it on the new location? Another option we have discussed involves disassembling the bridge and storing it at Road & Bridge until the County is ready to install it in a new location. Obviously, moving it once and having the same contractor who takes it apart rebuild it at its new location is the most cost effective for the County.

We are seeking your direction and input on how to proceed.

Williamson County Work Authorization #4 - Wooden Bridge Location #12

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

Williamson County Work Authorization #4 - Wooden Bridge Location #12

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

Adjusted Price = $1,695,953.97

Letting	Award	Notice To Proceed	Begin Work	Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
9/6/02	9/25/01	1/23/02	1/23/02	11/10/02		240	52	292

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	1/23/02	2/28/02	37	$108,716.23	$108,716.23	$12,079.58	$12,079.58	7	13		
2	3/1/02	3/31/02	31	$103,233.77	$211,950.00	$11,470.42	$23,550.00	13	23		
3	4/1/02	4/30/02	30	$51,299.10	$263,249.10	$5,699.90	$29,249.90	17	34		
4	5/1/02	5/31/02	31	$16,697.25	$279,946.35	$1,855.25	$31,105.15	18	44		
5	6/1/02	6/30/02	30	$54,147.07	$334,093.42	$6,016.34	$37,121.49	21	54		
6	7/1/02	8/31/02	62	$24,106.81	$358,200.23	$2,678.54	$39,800.03	23	76		

Change Order Number	Origin	Approved	Cost This CO
1		3/18/02	$0.00

1. Modify special conditions page 5 of 27 - Include the Manager, the Manager's consultants, and the Construction Observer as additional insured.
2. Modify the technical specs section of the Project Construction Manual to indicate 1993 TxDOT Standard Specs for the Construction of Highways, Streets, and Bridges, as the "Standard Specifications".
3. Include Special Specifications 3146, 5005, 5010, 5012, 5249, & add Special Provisions to Items 001, & 004 to the contract within the "Technical Specification " section of the Project Construction Manual.
4. Add Special Specification 5819 as the specification for Single Guardrail Terminal.
5. Plan Sheet No. 38 titled "Special Public Information Sign" is deleted from the project.

Change Order Number	Origin	Approved	Cost This CO
3		4/23/02	$80,030.00

Adjustment/Relocation of main waterline, services and appurtenances on both the City of Georgetown and City of Round Rock waterlines. In addition, this change order provides compensation for the placement of a concrete cap over waterlines in areas where the design could not be altered to provide adequate cover over the pipe. Five days were added with this change order.

Change Order Number	Origin	Approved	Cost This CO
2		6/11/02	$-147,798.45

Add force account to adjust City of Georgetown 12" water line crossing. This change corrects the original plan survey data, the original esign has changed due to City of Georgetown & City of Round Rock waterlines. The SW3p sheet has been modified including provisions for endangered species, historical sites, & an inspection frequency change. A general note to implement a 25mph speed limit during project duration is added. Bid Item 644-508 is added to compensae for the installation of signs detailed in orignal plans. Payment for Project Description signs is added. The sequence of work and corresponding Traffic Control Plan is revised. 40 days are added in this change order.

9/13/2002 Comments - Contractor's schedule indicates completion by end of October. Halliburton KBR is verifying validity of schedule. Constituents complaining about non-progress of project. Contractor has been given 10 days to submit revised schedule showing how they plan on meeting a completion date of Nov. 13.

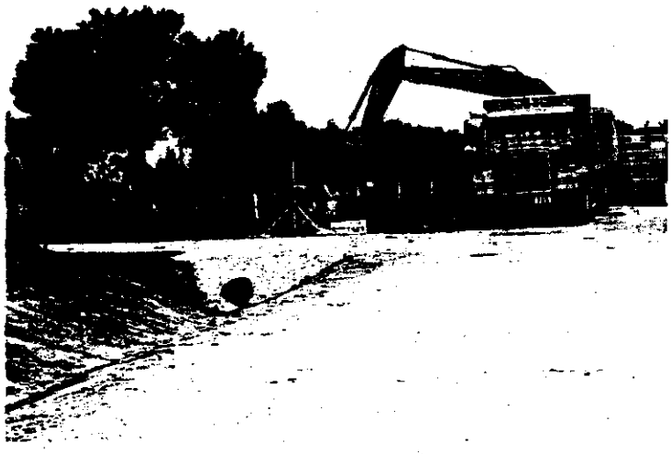
8/30/2002 Comments - City of RR 30" water line hit by Jack and Bore Operation. Will delay completion of culvert # 4. Meeting held on site to discuss alternates. Alternate to open cut site, remove unsuitable embankment, bring in new embankment. Road will be closed about 30 days longer than original. Contractor's schedule indicates completion by end of October. Halliburton KBR is verifying validity of schedule. Constituents complaining about non-progress of project. Contractor has been given 10 days to submitt revised schedule showing how they plan on meeting a completion date of Nov. 13.

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

Letting	Award	Notice To Proceed	Begin Work	Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
1/17/02	4/16/02	5/20/02	5/31/02	12/13/02		120	77	197

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	5/31/02	8/31/02	93	$13,404.28	$13,404.28	$1,489.36	$1,489.36	3	47		

9/6/2002 Comments - Southwestern Bell Telephone completed their utility relocation work along River View Road last week. In a meeting held August 21 with the Gary Pugh of Bland\Schroeder\Archer, L.P., he noted that they will move back on site on or before September 3, 2002.



RECORDERS MEMORANDUM
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Letting	Award	Notice To Proceed	Begin Work	Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
5/22/02	6/6/02	6/18/02	6/25/02	10/22/02		90	30	120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	6/25/02	6/30/02	6	$30,212.69	$30,212.69	$3,356.97	$3,356.97	9	5		
2	7/1/02	7/31/02	31	$83,785.58	$113,998.27	$9,309.51	$12,666.48	34	31		
3	8/1/02	8/31/02	31	$122,353.55	$236,351.82	$13,594.83	$26,261.31	70	57		

9/13/2002 Comments - CR 406: Meeting with property owner to discuss rock filter dam on 9/16/02. Contractor installing MBGF. CR 390: Deck pour week of 9/16/02.

9/6/2002 Comments - CR 406: Base work 95% complete. HDR, HNTB, Duane Blanchard met with Ellis-McGinnis on site to discuss riprap modification upstream and additional excavation downstream. Property owner on west side, Mr. Reggie Wood, has requested that Type C erosion control device be placed at the toe of the rock riprap - HDR sent this information to Roger on 9/6/02. Contractor given x-sections and details for changes, CO forthcoming. CR 427: Forming Deck. HDR to submit details for riprap and channel excavation modifications. CR 390: Moving forms to site.

8/30/2002 Comments - CR 406: Modified riprap and additional excavation complete. Property owner would like Rock Berm. CR 427: No additional excavation or modified riprap needed. CR 390: 95% complete. No new fencing will be added. Fence will be put back like found. Contractor to do this subsidiary.

RECORDERS MEMORANDUM
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Letting	Award	Notice To Proceed	Begin Work	Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
5/1/02	5/14/02	5/30/02	6/3/02	3/30/03		300	0	300

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	6/3/02	6/30/02	28	$238,118.13	$238,118.13	$26,457.57	$26,457.57	13	9		
2	7/1/02	8/31/02	62	$62,850.69	$300,968.82	$6,983.41	$33,440.98	16	30		
3	8/1/02	8/31/02	31	$381,072.63	$682,041.45	$42,341.40	$75,782.38	36	40		

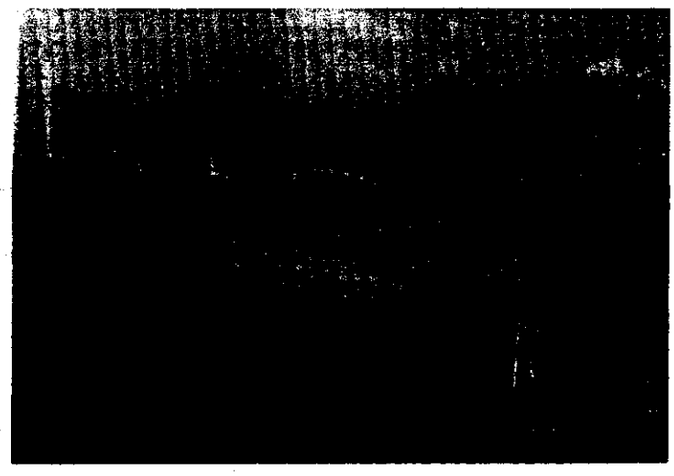
Change Order Number	Origin	Approved	Cost This CO
1		6/10/02	$-28,401.05

1. Revised Traffic Control Plan and Sequence of Construction
2. Revised centerline alignment at North side of FM 1431
3. Revised multiple 7' x 3' box culvert from four barrels to three barrels

9/13/2002 Comments - Meeting with LSI, Gray-Jansing, Garey on 9/12/02 to discuss adjustments to water line valves, fire hydrants. Garey to provide cost to do this work. Base operations, Culvert, C&G ongoing.

9/9/2002 Comments - A large overrun on the quantity of CMP (Glav stl 18") was incurred. This was added in the field by the owner. 17 LF was the bid qty and 130 LF was used. This added and additional cost of $3051.

9/6/2002 Comments - Culvert "A" @ modified to accommodate Traffic Signal Poles. Modifications to the Contractor on 9/3/02. Base operations resumed. Texas Crush Stone supplying base material. Tri-axial test results by first part of week of the 19th.



RECORDERS MEMORANDUM
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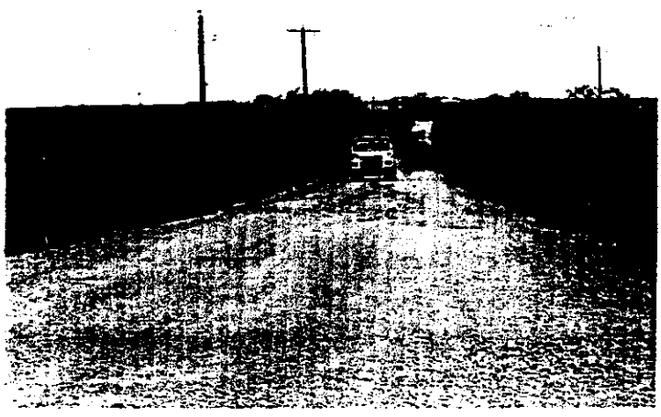
Letting	Award	Notice To Proceed	Begin Work	Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
2/14/02	5/7/02	5/7/02	5/20/02	10/20/02		150	4	154

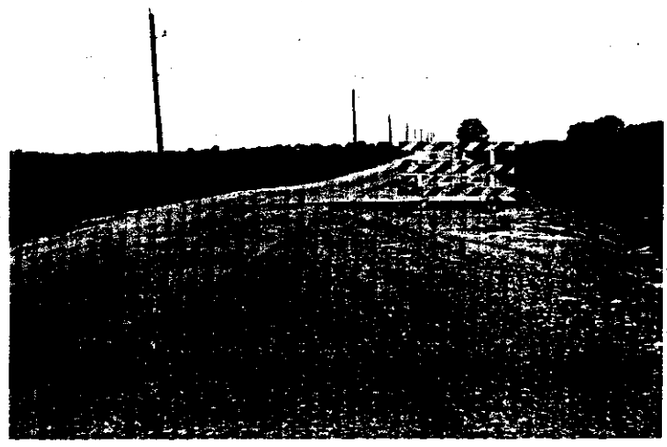
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	5/20/02	6/25/02	37	$315,445.68	$315,445.68	$35,049.52	$35,049.52	34	24		
2	6/26/02	7/29/02	34	$212,088.69	$527,534.37	$23,565.51	$58,615.03	56	46		

Change Order Number	Origin	Approved	Cost This CO
1		6/11/02	$0.00

Road design option 2 being substituted for option 1 at no additional cost per square yard plus 4 days are added to time due to delay in filing N.O.I.

9/6/2002 Comments - Agreement form for reimbursement of Jonah by County for water line relocation has been executed. Water line relocation complete.





RECORDERS MEMORANDUM
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Letting	Award	Notice To	Begin Work	Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
7/15/02	8/7/02					713	0	713

Invoice Number	Beginning Date	Ending Date	Days Changed	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used	Liquidated Damages	Total Liq Damages
1											

9/6/2002 Comments - TC&B is revising CO#1 plans at RM 2243 to address comments from TxDOT and HNTB. TC&B is waiting for signal pole information at FM 1431 from TxDOT - will include changes in CO#1. Modifications to the Krienke driveway south of Spanish Oak will also be included in CO#1. One waterline crossing was initially missed - changes will be included in CO#1. CO#1 requires one additional drainage easement - TC&B to forward information to Sheets & Crossfield. More changes are required as a result of the ROW negotiations - HNTB is currently evaluating for inclusion in CO#1 or as a separate CO.

Letting	Award	Notice To Proceed	Begin Work	Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
8/28/02						250	0	250

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used	Liquidated Damages	Total Liq Damages
1											

9/13/2002 Comments - Project award is anticipated 9/17/02. ROW acquisition complete.

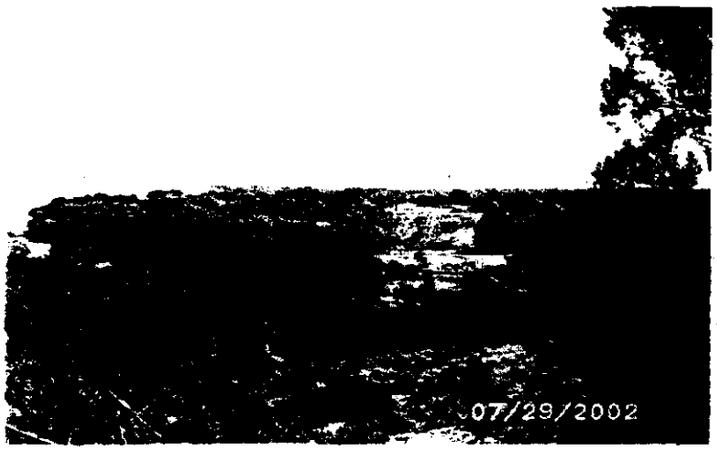
9/6/2002 Comments - CR 412 bid from RGM Constructors was reviewed by HNTB and CivilTech Engineering and approved for presentation at Commissioner's Court. This will be on the agenda for September 17th.

Letting	Award	Notice To Proceed	Begin Work	Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
3/4/02	4/12/02	5/22/02	5/28/02	5/26/04		730	0	730

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	5/28/02	6/30/02	34	$25,175.88	$25,175.88	$2,797.32	$2,797.32	0	5		
2	7/1/02	7/31/02	31	$364,803.03	$389,978.91	$40,533.67	$43,330.99	7	9		

9/13/2002 Comments - Value Engineering Change Order being considered. Use Type J beams in lieu of Type VI. Cost savings to the project will be shared with the County. Cost of re-design to be borne by contractor.

9/6/2002 Comments - Change Order # 1 for $54,000 approved by Williamson County Court. Steve Paulson notified of excavation being done around Arch. Site. Paulson is requiring conditions of Approval from the Corp of Engineers. HNTB asked PBS&J to provide. PBS&J notified that they will be paid for the re-design of beams and bridge design by the Contractor. ABR to coordinate with supplier (& possibly PBS&J) on re-design of beams in San Gabriel river bridge. County will realize savings to construction costs due to change.



RECORDERS MEMORANDUM
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AGENDA ITEM 31

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee gave an update on the expansion project, stating that the parking garage project is proceeding on schedule. Gene Taylor stated that contract revisions are still in progress on the courthouse annex project. Computer hardware failure caused a delay in communication with Landmark on the contract.

No action was taken on this agenda item.

AGENDA ITEM 32

Consider approving additional services for engineering and testing services on jail addition and parking garage.

Ed Lee said that site conditions, including fill at the site and an inactive fault line, created a need for additional testing.

Moved: **Commissioner Hays**
Seconded: **Commissioner Limmer**
Motion: To approve additional services for Kohutek Engineering & Testing, Inc., for soils testing and engineering services on the jail addition and parking garage in the amount of $40,000, which will come from the contingency fund for the project.
Vote: **4 - 0**

< Attachment >

Kohutek
Engineering & Testing, Inc.

geotechnical construction materials environmental

CONSULTING ENGINEERS

September 13, 2002

Williamson County
Honorable John Doerfler, County Judge
710 Main Street, Second Floor
Georgetown, Texas 78626

Re: Modification to Contract No. 22117.001
Justice Center Expansion
Williamson County, Texas

Dear Judge Doerfler:

The purpose of this letter is to request a modification to our "Professional Services Agreement" for the above referenced project. The current agreement has a not to exceed fee of $75,000.00.

During construction of the parking garage and the jail expansion, numerous obstacles have been encountered in regards to the fill and the inactive fault. These 2 phenomena have necessitated engineering commitment above and beyond that might be expected for typical architectural type construction. In other words, the invoices for our services have included substantially more than the 'normal' construction materials testing and observation services.

It is my opinion that at the present stage of construction, the majority of challenges due to the fill and inactive fault have been solved. It is my understanding that the foundation for the parking garage has been completed with a substantial amount of work having been completed on the superstructure. Likewise, for the jail expansion, a majority of the foundation has been completed. Therefore, it is my expectation, that the level of my involvement in the project will be decreasing for the remainder of the project.

To this end, in order for Kohutek Engineering & Testing, Inc. to continue to work on the project, the "Professional Services Agreement" will need to be modified. It is my estimate that this modification should be in the order of $40,000.00.

approved 9-17-02
John C. Doerfler

4809 Williams Drive • Georgetown, Texas • 78628-2006 • 512-930-5832 • [fax] 512-930-5852

If you should have any questions in regards to this matter, please do not hesitate to contact me.

Sincerely,

Kohutek Engineering & Testing, Inc.

Gordon L. Kohutek, P.E.
President

Cc: Ed Lee, Broaddus & Associates, FAX 329-8242

g:\msoffice\letters\22117001_contr.doc

AGENDA ITEM 33

Discuss and take appropriate action concerning the park advisory committee.

Commissioner Boatright stated that there was a parks advisory meeting last night. He said that the deadline for the Parks Director applications is September 20, and that he would like to form a subcommittee consisting of himself, Kathy Grimes, 3 members from the parks advisory committee, and Commissioner Hays, to review the applications and come back with a recommendation to the court.

No action was taken on this agenda item.

AGENDA ITEM 34

Consider approving change order for construction on Brushy Creek Regional Trail.

Moved: **Commissioner Hays**
Seconded: ***Judge Doerfler***
Motion: To approve change order proposals 12, 13, 14 and 15 from Keystone Construction for construction on the Brushy Creek Regional Trail, to be funded by Precinct 1 Certificates of Obligation.
Vote: **3 – 0. *Commissioner Limmer was absent from the dais.***

< Attachment >

landscape architecture multimedia

hbi@hallbargainer.com
phn. 512.238.8912
fax. 512.238.8913

400 w. main, suite 220
round rock, texas, 78664

WWW.HALLBARGAINER.COM

TRANSMITTAL

Thursday, September 12, 2002

TO:	Annette Todd
COMPANY:	Williamson Co.
PHONE:	
FAX:	
FROM:	Brian Binkowski, RLA
COMPANY:	Hall-Bargainer, Inc.
PHONE:	512.238.8912
FAX:	512.238.8913
RE:	Brushy Creek Reg. Trail – Phase 1A

Annette,

Attached are four change order proposals from Keystone. Proposals 12, 13 and 15 were requested by Mike Heiligenstein at our site meeting on Wed., September 4, 2002. If proposal number 12 is approved we will seek a liability waiver from Williamson County for changing the plans and specifications for the pedestrian guardfence on the WCID dam.

Proposal 14 relates to the two sanitary sewer manholes at the dam switchback that had to be raised. Upon surveying and design of the trail, these manholes were not existing and Avery Ranch had not coordinated the installation of this sewer line with our trail plans.

If you have any questions please let me know.

Respectfully,

Brian Binkowski, RLA/Sen. Proj. Mngr.
Hall-Bargainer, Inc.
512.238.8912
bbinkowski@hallbargainer.com

KEYSTONE CONSTRUCTION INC. P.O. Box 160938, Austin, Texas 78716-0938	CONTRACTOR'S CHANGE PROPOSAL	12

TO: ARCHITECT / ENGINEER DATE: 09/12/02
RE: RFP NO.: DATED:

GENTLEMEN:

The following is a detailed cost breakdown, including both materials and labor for all additions or deductions from the contract sum if the change described in your request for proposal dated 08/08/02 is accepted: (Additional data necessary to support itemized figures is attached and identified below.)

WILLIAMSON COUNTY TRAILS PROJECT
BRUSHY CREEK REGIONAL TRAIL

CHANGE REQUEST NO.: TWELVE (12)

ITEM	DESCRIPTION	UNIT	PRICE
1.	Supply materials & labor to install a 3rd rail in lieu of the welded wire mesh.	LS $	0.00
	*Top rail will be positioned at 54" in height and the two lower rails will be at 18" on center below the top rail.		
	TOTAL THIS CHANGE REQUEST:	$	0.00

The Original Contract Sum was $ 1,426,820.00

The Contract Sum will be ~~(INCREASED)~~ ~~(DECREASED)~~ (UNCHANGED) $ 0.00

The Contract Time will be ~~(INCREASED)~~ ~~(DECREASED)~~ (UNCHANGED) 0 calendar days

The above proposal is submitted for your consideration. The undersigned Contractor understands and agrees that this proposal is validated only by the written acceptance of this proposal for change.

Joe Haralson Jr.
Authorized Signature
Joe D. Haralson, C.E.O. 09/12/02

KEYSTONE CONSTRUCTION INC.
Name of Contracting Firm

ACCEPTED BY:

John C. Doerfler 9-17-02
Authorized Signature
John C. Doerfler - County Judge
Printed Name & Title

KEYSTONE CONSTRUCTION INC. P.O. Box 160938, Austin, Texas 78716-0938	CONTRACTOR'S CHANGE PROPOSAL	13

TO: ARCHITECT / ENGINEER DATE: 09/12/02

RE: RFP NO.: DATED:

GENTLEMEN:

The following is a detailed cost breakdown, including both materials and labor for all additions to or deductions from the original contract sum if the change is accepted. (Additional data necessary to support itemized figures is attached and identified below.)

WILLIAMSON COUNTY TRAILS PROJECT
BRUSHY CREEK REGIONAL TRAIL

CHANGE REQUEST NO.: THIRTEEN (13)

ITEM	DESCRIPTION	UNIT	PRICE
1.	Supply materials & labor to install 150'-0" of rock to a height of one course of rock *Wall is to be installed in areas where soil erosion has contaminated the trail.		
	TOTAL THIS CHANGE REQUEST:	$	4,042.50

The Original Contract Sum was $ 1,426,820.00

The Contract Sum will be (INCREASED) ~~(DECREASED)~~ ~~(UNCHANGED)~~ $ 4,042.50

The Contract Time will be (INCREASED) ~~(DECREASED)~~ ~~(UNCHANGED)~~ 5 calendar days

The above proposal is submitted for your consideration. The undersigned Contractor understands and agrees that this proposal is validated only by the written acceptance of this proposal for change.

Joe D. Haralson

Authorized Signature

Joe D. Haralson, C.E.O. 09/12/02

KEYSTONE CONSTRUCTION INC.

Name of Contracting Firm

ACCEPTED BY:

John C. Doerfler 9-17-02

Authorized Signature

John C. Doerfler-County Judge

Printed Name & Title

KEYSTONE CONSTRUCTION INC. P.O. Box 160938, Austin, Texas 78716-0938	CONTRACTOR'S CHANGE PROPOSAL	14

TO: ARCHITECT / ENGINEER DATE: 09/12/02

RE: RFP NO.: DATED:

GENTLEMEN:

The following is a detailed cost breakdown, including both materials and labor for all additions to or deductions from the original contract sum if the change is accepted. (Additional data necessary to support itemized figures is attached and identified

WILLIAMSON COUNTY TRAILS PROJECT
BRUSHY CREEK REGIONAL TRAIL

CHANGE REQUEST NO.: FOURTEEN (14)

ITEM	DESCRIPTION	UNIT	PRICE
1.	Supply materials & labor to raise two (2) sanitary sewer manholes. * Manholes will be raised an additional height of 26". Manholes will be raised in accordancee with City of Austin Specifications.		
	TOTAL THIS CHANGE REQUEST:	$	4,070.00

The Original Contract Sum was _____ $ 1,426,820.00

The Contract Sum will be (INCREASED) ~~(DECREASED)~~ ~~(UNCHANGED)~~ _____ $ 4,070.00

The Contract Time will be (INCREASED) ~~(DECREASED)~~ ~~(UNCHANGED)~~ 1 calendar days

The above proposal is submitted for your consideration. The undersigned Contractor understands and agrees that this proposal is validated only by the written acceptance of this proposal for change.

Joe Haralson
Authorized Signature
Joe D. Haralson, C.E.O. 09/12/02

KEYSTONE CONSTRUCTION INC.
Name of Contracting Firm

ACCEPTED BY:

John C. Doerfler 9-17-02
Authorized Signature
John C. Doerfler - County Judge
Printed Name & Title

KEYSTONE CONSTRUCTION INC. P.O. Box 160938, Austin, Texas 78716-0938	CONTRACTOR'S CHANGE PROPOSAL	15

TO: ARCHITECT / ENGINEER

RE: RFP NO.: DATED:

DATE: 09/12/02

GENTLEMEN:

The following is a detailed cost breakdown, including both materials and labor for all additions to or deductions from the original contract sum if the change is accepted. (Additional data necessary to support itemized figures is attached and identified

WILLIAMSON COUNTY TRAILS PROJECT
BRUSHY CREEK REGIONAL TRAIL

CHANGE REQUEST NO.: FIFTEEN (15)

ITEM	DESCRIPTION	UNIT	PRICE
1.	Supply materials & labor to install five (5) additional benches.		
	*Bench locations are to be determined by Hall/Bargainer.		
	TOTAL THIS CHANGE REQUEST:	$	6,600.00

The Original Contract Sum was _____ $ 1,426,820.00

The Contract Sum will be (INCREASED) ~~(DECREASED)~~ ~~(UNCHANGED)~~ _____ $ 6,600.00

The Contract Time will be (INCREASED) ~~(DECREASED)~~ ~~(UNCHANGED)~~ 23 calendar days

The above proposal is submitted for your consideration. The undersigned Contractor understands and agrees that this proposal is validated only by the written acceptance of this proposal for change.

Joe Haralson

Authorized Signature

Joe D. Haralson, C.E.O. 09/12/02

KEYSTONE CONSTRUCTION INC.

Name of Contracting Firm

ACCEPTED BY:

John C. Doerfler 9-17-02

Authorized Signature

John C. Doerfler - County Judge

Printed Name & Title

AGENDA ITEM 35

Consider approving an agreement with Williamson County Conservation Foundation, Inc. regarding mitigation of endangered species.

Commissioner Hays explained that a conservation foundation board with three members would be appointed by the Commissioners' Court to oversee the cave protection plan for Williamson County. The county and the state would fund the foundation.

Charlie Crossfield stated that the Texas Transportation Authority has 3.2 million dollars that would be turned over to the foundation for mitigation. The court would decide how much of the money would be used for parks and how much would stay in the foundation for acquisition of mitigation property and for preservation and maintenance of the caves.

Charlie Crossfield asked Judge Doerfler to put an item on the September 24, 2002 agenda to appoint board members.

Moved: **Commissioner Hays**
Seconded: **Judge Doerfler**
Motion: To approve an agreement with Williamson County Conservation Foundation, Inc., regarding mitigation of endangered species.
Vote: **3 – 0. Commissioner Limmer was absent from the dais.**

< Attachment >

AGREEMENT

This Agreement is by and between the Williamson County Conservation Foundation, Inc. (the "Corporation") and the County of Williamson (the "County").

WHEREAS, the Corporation was created with the specific purpose to act as a fiduciary to the County to further the conservation and recovery of certain listed Karst or cave-dwelling invertebrates in Williamson County, Texas (the "Species"). Additionally, the Corporation shall provide mitigation of impacts to such Species by actions authorized by the U.S. Fish and Wildlife Service (the "Service") and Federal Law; and

WHEREAS, the County desires to utilize the Corporation to enhance and preserve the Species; and

WHEREAS, pursuant to the By-Laws of the Corporation, the County is responsible for appointing the Board of Directors for the Corporation; and

WHEREAS, the County desires to annually supplement the Corporation to further the preservation of the Species;

NOW THEREFORE, IT IS HEREBY AGREED THAT;

The County shall annually supplement the Corporation to ensure that adequate sums are available to operate and maintain a program to preserve the Species.

The Corporation shall utilize the County supplement in accordance with the Corporation's By-Laws. Specifically, the supplement will be used to further the conservation and recovery of certain listed Karst or cave-dwelling invertebrates in Williamson County, Texas.

Dated the _____ day of _____, 2002.

WILLIAMSON COUNTY

By: John C. Doerfler 9-17-02
JOHN DOERFLER, County Judge

WILLIAMSON COUNTY CONSERVATION FOUNDATION, INC.

By:_____
CHARLES CROSSFIELD, President

DRAFT

WILLIAMSON COUNTY KARST CONSERVATION FUND MEMORANDUM OF UNDERSTANDING

between
U.S. Fish and Wildlife Service
and
Williamson County Karst Conservation Foundation

This Williamson County Karst Conservation Fund Agreement (the "Agreement") is made to be effective as of _____, 2002, by and between the U.S. Fish and Wildlife Service (the "Service") and Williamson County Karst Conservation Foundation (the "Foundation") to establish the Williamson County Karst Conservation Fund (the "Fund").

1.0 PURPOSES AND OBJECTIVES

The Endangered Species Act of 1973, as amended (the Act), prohibits the "take" of Federally listed endangered or threatened species unless authorized by the Secretary of Interior. This authorization requires minimization and mitigation of impacts under Section 10 or under Section 7 of the Act. Williamson County (County) has extensive areas of karst (a geologic formation characterized by honey-combed limestone, caves and sinkholes), which is known to be habitat for three federally listed endangered invertebrate species: the Bone Cave harvestman (*Texella reyesi*), the Coffin Cave mold beetle (*Batrisodes texanus*), and the Tooth Cave mold beetle (*Rhadine persephone*). The Foundation will act as a conservation bank for Williamson County and other entities needing karst mitigation or minimization for impacts of their projects, providing an efficient means to comply with the Act and facilitating these projects. The goal of the Foundation is to contribute to the recovery of the Bone Cave harvestman in the County. This goal will be furthered by a variety of activities, which may include acquisition and preservation of karst preserves. Any such preserves will be managed and monitored in perpetuity for the benefit of the species pursuant to specific agreements among the relevant parties. The Fund may also be used to contribute to the recovery objectives for the Coffin Cave mold beetle, which is only known to occur in Williamson County, and the Tooth Cave mold beetle. Once the recovery objectives are met rangewide, a species can be petitioned for removal from the federal endangered species list. The Foundation plans to acquire and manage suitable preserve lands, acquire and manage existing smaller preserves which do not currently benefit from adequate management and monitoring and engage in educational or scientific activities for the benefit of karst species. These actions can generate conservation credits as determined by the Service which can then be assigned to the County or private entities to meet mitigation or minimization obligations. The Foundation will determine the price of the credits to be sold ~~and will maintain sole discretion in determining whether an to whom credits will be assigned~~.

2.0 AUTHORITY

DRAFT

This Agreement is entered into under the authority of the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661–666c, the Fish and Wildlife Act of 1956, 16 U.S.C. § 742(f) et seq., and the Endangered Species Act of 1973, 16 U.S.C. § 1531 et seq., as amended ("ESA"), which authorize the Service to provide assistance to, and cooperate with, State and private organizations in activities that provide for the management, conservation, and protection of fish, wildlife, and plant resources. Under the ESA, the Service is responsible for the listing and recovery of listed species, and cooperating with State and Federal agencies to achieve recovery of listed species. In addition, pursuant to Section 6 of the ESA, the Service is authorized to enter into cooperative agreements with any State that establishes and maintains an adequate and active program for the conservation of endangered species and threatened species.

3.0 PARTIES

3.1 U.S. Fish and Wildlife Service

The U.S. Fish and Wildlife Service's mission is working with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The U.S. Fish and Wildlife Service is the principal Federal agency responsible for conserving, protecting, and enhancing fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The Service manages the 93-million-acre National Wildlife Refuge System that encompasses more than 535 national wildlife refuges. The Service also operates 66 national fish hatcheries, 64 fishery resource offices, and 78 ecological services field stations. The Service enforces Federal wildlife laws, including the ESA.

a. Foundation

The Foundation is a non-profit Texas corporation formed for the purpose of creating, operating, and maintaining the Williamson County Karst Conservation Fund and implementing associated Conservation Actions as described in Section 6.0 hereof and Appendix A [insert document title]. The Foundation coordinates its activities with Williamson County, Texas, which has entered into a letter of understanding with the Service dated June 20, 2001, outlining procedures for reviewing, authorizing, and mitigating potential impacts of Williamson County projects on species listed as endangered or threatened under the ESA.

4.0 DEFINITIONS

The following terms as used in the Agreement shall have the meanings set forth below:

"Agreement" means this Agreement and all exhibits attached hereto.

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"Conservation Action" shall have the meaning set forth in Section 6.0 below.

"Conservation Credit" means a unit of exchange for compensatory mitigation created under this Agreement through the implementation of Conservation Actions. Conservation Credits will be available for assignment to Williamson County and third parties for the purposes of mitigating impacts to the Species authorized by separate actions of the Service.

"Conservation Easement" means a conservation easement established to conserve biological resources in perpetuity, and which imposes certain habitat management obligations with respect to the property described therein.

"Consultation" means any conferences or consultations, formal or informal, conducted among one or more federal agencies, the Service, and/or applicants pursuant to Section 7 of the ESA (16 U.S.C. § 1536).

"Credit Purchaser" refers to any third-party purchaser or assignee of one or more Conservation Credits, which could include Williamson County, Texas.

"ESA" means the Federal Endangered Species Act (16 U.S.C. § 1531 et seq.), and all regulations promulgated pursuant to that Act.

"Habitat Conservation Plan" and "HCP" mean conservation plans and/or incidental "take" permits prepared and/or issued pursuant to Section 10(a) of the ESA (16 U.S.C. § 1539(a)).

"Habitat Credits" shall have the meaning described in Section 7.1 hereof.

"Management Credits" shall have the meaning described in Section 7.1 hereof.

"Parties" shall mean the Foundation and the Service.

"Program Credits" shall have the meaning described in Section 7.1 hereof.

"Service" means the United States Fish and Wildlife Service, an agency of the United States Department of Interior.

"Service Area" means Williamson County, Texas. Within the Service Area, impacts to the Species may be mitigated through the use of Conservation Credits consistent with this Agreement. Impacts occurring outside the Service Area can be mitigated through the use of Conservation Credits only with the prior written approval of the Service.

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"Species" means karst invertebrate species listed as endangered under the ESA and occurring in Williamson County, Texas, currently including the Bone Cave harvestman (*Texella reyesi*), Coffin Cave mold beetle (*Batrisodes texanus*), Tooth Cave ground beetle (*Rhadine persephone*), and such other species as the Service and the Foundation from time to time agree in writing should be added to the list of species covered by this Agreement.

5.0 TERM OF AGREEMENT

This Agreement shall become effective upon being executed by the Parties. This Agreement shall remain in effect, unless sooner terminated in accordance with Section ~~10~~11 hereof, for five (5) years; provided, however, that obligations with respect to specific Conservation Actions will continue, in some instances perpetually, in accordance with the agreement of the Parties specific to such Conservation Actions pursuant to Section 6.0 hereof.

6.0 CONSERVATION ACTIONS

The Foundation and the Service will cooperatively identify and approve Conservation Actions that the Foundation may wish, in the Foundation's discretion, to undertake for the benefit of the Species and the creation of Conservation Credits. Conservation Actions can include, without limitation, funding and/or direct implementation of karst preserve acquisition (through fee title, conservation easement, or other legal mechanism); operation, management, and adaptive management of karst preserves so acquired or of other karst areas currently lacking an established operations, management, and adaptive management program; monitoring, scientific study, and public education; and funding of environmental survey reports and other activities necessary to implement other Conservation Actions. At such time as the Foundation agrees to take a Conservation Action approved by the Service, the Service and the Foundation will enter into a "Conservation Action Agreement" specifying the nature of the Conservation Action, the duration of the Foundation's obligations with respect to the Conservation Action, the number, type, and Species applicability of Conservation Credits created by the Conservation Action, and such other terms and conditions relating to the Conservation Action to which the Parties may agree. The Foundation will be responsible for keeping detailed, well-ordered records of the various Conservation Actions it may undertake and shall provide to the Service at least annually written reports regarding the status of all Conservation Actions.

7.0 CONSERVATION CREDITS

As a result of the benefits accruing to the Species and their habitats due to Conservation Actions undertaken by the Foundation, the Service may, in separate Conservation Action

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Agreements, acknowledge the creation of Conservation Credits for the use, sale, or assignment of the Foundation to mitigate impacts to the Species authorized by a Consultation or Habitat Conservation Plan (HCP). The Service may, in accordance with, and to the extent authorized in, any applicable Consultation or HCP, accept utilization by the Foundation or Credit Purchasers of Conservation Credits as providing mitigation for impacts to the Species. After Service approval, the Service agrees to honor the number, type, and value of Conservation Credits, conveyed or purchased pursuant to this Agreement. Amendments or changes to the number, type, and value of Conservation Credits assigned or purchased under this Agreement shall be made in accordance with Section ~~10~~ 9.0 ?hereof. The Service may, to the extent consistent with Federal law, Consultations, HCPs, or generally, the conservation and recovery of the Species, inform individuals, corporations, governmental, and other interested parties wishing to assist with Conservation Actions for the Species regarding the option to contribute funds to the Foundation for such purposes. Conservation Credits may be used for mitigation of impacts to Species and their habitats only within the Service Area. Impacts occurring outside the Service Area can be mitigated through the use of Conservation Credits only with the prior written approval of the Service. In general, it is anticipated that the Conservation Credits created under this Agreement and subsequent Conservation Action Agreements will be described as follows:

7.1 Conservation Credit Categories

Conservation Credits shall be based on the types of Conservation Actions undertaken by the Foundation and the number of Credits generated by an action must be approved by the Service. The types of Conservation Credits available under this Agreement shall include: (1) Habitat Credits; (2) Management Credits; and (3) Program Credits. Habitat Credits are defined as a category of Conservation Credits based on Conservation Actions that fund and/or directly implement new karst preserve acquisition (through fee title, conservation easement, or other legal mechanism). Management Credits are defined as a category of Conservation Credits based on Conservation Actions that provide long-term operation, management, adaptive management, and maintenance of karst preserves or other karst areas currently lacking an established operations, management, and adaptive management program. Program Credits are defined as a category of Conservation Credits based on Conservation Actions designed to promote scientific study and public education. A Conservation Action will not generate more than one type of Conservation Credit for the same action.

a. <u>HABITAT CREDITS</u>

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Habitat Credits shall be determined by the quality of the karst preserves acquired by, or with funding provided by, the Foundation. Each karst preserve acquired by the Foundation shall be placed by the Service into one of three separate "biological value" categories based on the biological significance of the karst preserve to the Species and their habitats. The three biological values categories shall include: high quality karst preserves; moderate quality karst preserves; and low quality karst preserves.

b. MANAGEMENT CREDITS

Management Credits shall be determined by the Service according to the number of Species caves and/or the number of acres for which the Foundation provides long-term preserve operation, management, monitoring, adaptive management, and maintenance. Management Credits may only be earned for the management of pre-existing preserves that do not currently have adequate long-term management in place.

c. PROGRAM CREDITS

Program Credits shall be determined by the agreement of the parties on a case-by-case basis with respect to Conservation Actions undertaken by the Foundation designated to promote scientific study and public education with respect to the species.

All Conservation Credits shall be specific to one or more Species, as approved by the Service. Once a Conservation Credit is utilized with respect to any one or more co-located Species to which it pertains, it cannot be used again with respect to any other Species.

7.2 Impact Categories

In general it is anticipated that the Service will evaluate the number and type of Conservation Credits appropriate to mitigate impacts to one or more of the Species based on the type and magnitude of impacts. Project impacts may be categorized as: (1) low magnitude; (2) moderate magnitude; (3) high magnitude; and (4) total. Total impacts mean impacts that result in the destruction of an identified cave or karst feature inhabited or expected to be inhabited by one or more of the Species.

8.0 CERTAIN OBLIGATIONS OF THE PARTIES

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8.1 Service Obligations

The Service will:

a. Appoint an individual, the Project Officer, who will represent the Service in carrying out its obligations under this Agreement.

b. Coordinate and cooperate with the Foundation regarding determining and implementing specific Conservation Actions to be undertaken.

c. Work with the Foundation to assure proper coordination with other appropriate Federal and State agencies, including without limitation the U.S. Environmental Protection Agency, the U.S. Army Corps of Engineers, the Texas Natural Resources Conservation Commission, and the Texas Parks and Wildlife Department.

d. Subject to Congressional appropriations, continue to support Species recovery objectives.

8.2 Foundation Obligations

The Foundation will:

a. Appoint an individual, the Project Officer, who will represent the Foundation in carrying out its obligations under the Agreement.

b. Establish a restricted account for the Fund, which shall be used solely for the conservation purposes of ~~the Foundation~~ this MOU;~~ and~~ the foundation shall also be responsible for the acceptance of moneys and management of the Fund. The Foundation will ensure accurate and complete accounting and documentation according to standard accounting practices for all activities related to the Fund.

c. Use the Fund for Conservation Actions in accordance with this Agreement.

9.0 DATABASE FOR CONSERVATION CREDIT TRANSACTIONS

A database shall be established by the Foundation in the following manner for purposes of tracking the use and sale of Conservation Credits. Until such time as the Service has been

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notified in writing that all Conservation Credits have been used and the last annual report has been received by the Service, the Foundation shall be responsible for maintaining a database (the "Ledger") that shall include a numerical accounting of all Conservation Credits sold or used, the balance of Conservation Credits remaining, and the amount of any endowment funds, and for each individual sale, resale, or use of a Conservation Credit(s), shall state the number of Conservation Credits sold or used, the name, address, and telephone number of the entity purchasing/using the Conservation Credits, and the local jurisdiction in which the impacting project occurs. The Foundation shall make the Ledger available to the Service for inspection upon request. Upon each sale or use of Conservation Credits according to Section 6.0 above, the Foundation shall deliver to the Service an updated accounting of all Conservation Credits sold or used as of the date of the most recent conveyance of Conservation Credits. This information shall be sent to the Service within thirty (30) days after each purchase/use of Conservation Credits. The Foundation shall, on or before ~~March 15th~~ December 31 [see Section 10.0]of each year, deliver to the Service a report covering the prior calendar year that contains all of the information described above. Upon termination of this MOU, the Foundation shall provide the Service a final accounting of all Credits accrued and sold or used.

10.0 FINANCIAL ADMINISTRATION

The Foundation will have primary responsibility for administering the Fund. Contributions and payments to the Fund will be held and used to implement Conservation Actions. The Foundation will establish a restricted account for the Fund and will be responsible for the management of the Fund. The Foundation may use the Fund for all reasonable and actual expenses incurred in connection with the satisfaction of its obligations under this Agreement as agreed in the individual Conservation Action Agreements, such as expenses incurred in purchasing preserve sites by fee title or conservation easement. The Foundation will ensure accurate and complete accounting and documentation for all activities related to the Fund. Money held by the Fund will be invested in a manner to ensure a balance between immediate liquidity and investment potential. All investment income shall remain in the Fund. The Foundation may in its discretion charge an administrative fee in an amount determined by the Foundation to those contributing to the Fund. Such an administration fee shall not be considered a reasonable or actual expense of the fund as provided above, but shall be an amount in addition to contributions and payments to the Fund. The Foundation will furnish an annual report to the Service on or about December 31 of each year this Agreement is in effect, detailing all income, disbursements, administrative fees, and other activities associated with the Fund.

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11.0 AMENDMENT, TERMINATION AND RENEWAL

Amendments to this Agreement may be proposed by either Party in writing but shall not become effective until being reduced to a written instrument and being signed by the duly authorized representative of each Party.

This Agreement may be terminated by any Party upon 30 days written notice to the other Party, provided however, that the Parties' respective agreements and obligations relative to Conservation Actions previously undertaken shall survive the termination of this Agreement and will remain binding upon the Parties hereto in accordance with this Agreement and any further agreements, such as a Conservation Action Agreement, specific to such Conservation Actions. If the agreement is terminated, the Fund shall immediately transfer to the Service or its designated recipient any and all monies in the Fund that are dedicated to the conservation of the Species and their habitats. In the event of termination, the parties shall meet to determine what outstanding debts or reimbursable expenses remain to be paid and make arrangements necessary for the payment of those outstanding expenses. Additionally, the parties shall meet to resolve any outstanding matters relating to ongoing transactions.

This Agreement may be renewed by written agreement of both parties.

12.0 NOTICES AND PROJECT OFFICERS

For purposes of this Agreement, the following individuals shall be the Project Officers for this Agreement. Notices to be given hereunder shall be made in writing and may be given by delivering the same in person, by mail, or by telecopy (facsimile). Notices shall be effective only if and when received at the address of the party to be notified.

If to the Service:

Name: _____
Title: _____
U.S. Fish and Wildlife Service
Austin Ecological Service Field Office
10711 Burnet Road, Suite 200
Austin, TX 78758
(512) 490-0057
Fax (512) 490-0974

If to the Foundation:

Name: _____
Title: _____

[address, phone, fax]

13.0 ENTIRE AGREEMENT

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This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained in this Agreement shall be binding or valid.

14.0 INTERPRETATION AND HEADINGS

The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against any Party. Headings of the paragraphs of this Agreement are for the purposes of convenience only and the words contained in such headings shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

15.0 MODIFICATION

This Agreement is not subject to modification except in a writing signed by all Parties and any attempted modification not in compliance with this requirement shall be void.

16.0 SUCCESSORS AND ASSIGNS

This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

18.0 ATTORNEYS FEES

If any action at law or equity including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

19.0 NO PARTNERSHIPS

This Agreement shall not make or be deemed to make any Party to this Agreement an agent for or the partner of any other Party.

20.0 FEDERAL APPROPRIATIONS

The duty of the Service to carry out its obligations under this Agreement shall be subject to the availability of federal appropriated funds.

21.0 NON-EXCLUSIVITY

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This Agreement is not and should not be considered an exclusive arrangement between the Service and the Foundation.

22.0 REVIEW

This Agreement will be cooperatively reviewed by the Service and the Foundation after one (1) year and thereafter on an as needed basis.

23.0 PRESS RELEASES

The Foundation will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this Agreement or to the Service, the Department of the Interior, or the name or title of any employee of the Department of the Interior in connection with this Agreement.

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Executed to be effective as of the date first specified above.

U.S. Fish and Wildlife Service	Williamson County Karst Conservation Foundation
By:_____	By: John C. Doerfler
Title:_____	Title: County Judge
Date:_____	Date: 9-17-02

[Please include a title page for each Appendix and Exhibit]

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AGENDA ITEM 36

Consider approving professional services contract for mitigation of Lake Creek flood control projects.

Moved: **Judge Doerfler**
Seconded: **Commissioner Boatright**
Motion: To approve a professional services contract with Hall/Bargainer, Inc., in the amount of $13,345 for mitigation of Lake Creek flood control projects.
Vote: **4 - 0**

< Attachment >

Contract No. 267-0207 1 of 9 Pages

ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and *Hall/Bargainer, Inc., planners & landscape architects*, 400 W. Main, Suite 220, Round Rock, Texas 78664 (***the "Landscape Architect"***).

Part1. The ***Landscape Architect*** will provide the following Landscape Architectural services:

Scope of Work

Consultant shall facilitate the mitigation planting for two portions of the Lake Creek Area Trails and Open Space Project as referenced above in Williamson County, Texas(Please see items A and B below). It is the Consultants intent to work in effective cooperation with the Client to achieve an appropriate and efficient implementation procedure for all mitigation projects.

I.) Lake Creek Channel shall be mitigated as approved by a Letter Of Permission (LOP) granted by the United States Army Corp of Engineers (USACE) project number 199800464.
II.) Lake Creek Tributary II shall be mitigated as approved by an LOP granted by USACE project number 200100525.

All work shall be done in accordance with the conditions set forth in the above referenced LOP's. This work authorization shall include but is not limited to:

1. Tree Availability research
2. Planting specifications & Maintenance guidelines
3. Bid Negotiations & Pre-Construction Meeting

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$13,345**

Part 3. Payment to the ***Landscape Architect*** for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon the completion of the Basic Services, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

LANDSCAPE ARCHITECT: Hall / Bargainer, Inc.	COUNTY: Williamson County, Texas
By: Phil P.A. Wanke	By: John C. Doerfler
Signature	Signature
Phil P.A. Wanke	John C. Doerfler
Printed Name	Printed Name
principal	County Judge
Title	Title
9.17.02	9-17-02
Date	Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Landscape Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A

Services to be Provided by County

The Client shall attempt to provide full information regarding requirements for the project including:

A. Assistance

1. Knowledge of, and copy(s) of other consultant work adjacent to or affecting any areas of work included in this contract, in AutoCad format, if at all possible. For example road, utility, land acquisition, or potential development projects.

2. Assist the Consultant by placing at its disposal all available reports, plans, specifications, and other data relative to this project.

3. Examination of all studies, reports, sketches, estimates, specifications, drawings and other documents presented by the Consultant and shall render in writing responses pertaining to a reasonable amount of time so as not to delay the work of the Consultant.

4. Payment of all Permitting/Review Fees necessary for the successful completion of this Agreement.

B. Responsibilities

1. It is the Responsibility of the Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey including, but not limited to, illegally dumped toxic or hazardous materials, abandoned building foundations or utility lines, excessive groundwater due to springs or other such features, or artifacts of archaeological or paleontological significance may materially alter the scope of the project in a manner not provided for in this contract.
2. Likewise, active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could not reasonable be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreements.

EXHIBIT B

Services to be Provided by Landscape Architect

I. Basic Services

Given the above-stated scope of work, we will provide the following basic services:

1. Tree Availability research

Consultant shall conduct research activities to assist Williamson County in locating the substantial amount of plant material required by the Letters of Permission (LOP) in order to establish the planting schedule and provide a materials availability study as an appendix to the planting guidelines.

2. Planting specifications & Maintenance guidelines

Consultant shall produce a Planting specifications & Maintenance guidelines document to guide contractors and maintenance professionals in the recommended planting procedures and maintenance measures required to maintain survival rates as set forth in above mentioned LOP.

3. Bid Negotiations & Pre-Construction Meeting

As requested by the Client, the Consultant shall assist in obtaining and evaluating bids or negotiating proposals, and assist in awarding and preparing contracts for construction.

Consultant shall coordinate bidders list with Client and establish General Requirements section of specifications for bidding procedures and schedules.

II. Additional Services

Services requested by the Client that are not included in Basic Services are considered Additional Services and shall be paid for by the Client. Additional Services shall only be provided if previously authorized by the Client. Additional Services may include, but not limited to, the following:

A. Traffic impact Analyses
B. Bridge Design
C. Hazardous Site Assessments

D. Land Acquisition services
E. Easement acquisition or vacation
F. Bore services
G. Preparation of As-built drawings
H. Assistance or representation in litigation concerning the property or proposed project.
I. Services required after final acceptance of construction work
J. Geotechnical research
K. Environmental study (i.e., Phase 1 Permit)
L. U.S. Fish and Wildlife Service: (Environmental Assessment Report)
M. Providing services other than those outlined in Basic Services.
N. Revisions to drawings previously approved by the Client due to changes in: Project scope, budget, schedule, or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
O. Preparation of presentation materials for marketing or purposes other than in-progress approvals.
P. Preparation of as-built drawings
Q. Public or other presentations beyond those described in Basic Services.
R. Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
S. Providing professional services for the field selection of plant materials.

EXHIBIT C

Work Schedule

We are prepared to commence work immediately upon receipt of a sign Agreement and will coordinate our work schedule with that of the County and other consultants to assure our timely consultation and effective cooperation. We anticipate the following schedule:

We are prepared to begin immediately upon execution of this agreement

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EXHIBIT D

Fee Schedule

Labor Fee/Basic Services

Mitigation Planting Coordination & Reporting
Landscape Architectural Services

1.	Tree Availability Research - *to be provided at an hourly fee not to exceed*	$5,100
2.	Planting Specifications & Maintenance Guidelines - *to be provided at an hourly fee not to exceed*	$5,100
3.	Bid Negotiations & Pre-Construction Meeting - *to be provided at an hourly fee not to exceed*	$3,145
	Total lump sum fee proposal if all items are accepted	**$13,345**

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:25 A.M. ON TUESDAY, SEPTEMBER 17, 2002.

AGENDA ITEM 37

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

AGENDA ITEM 38

Discuss parcel 405 and 405DE acquisition for State Highway 45 (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

AGENDA ITEM 39

Discuss pending litigation: V. Gordon VS. Williamson County (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

AGENDA ITEM 40

Discuss pending litigation: V. Gordon VS. Williamson County (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 12:02 A.M. ON TUESDAY, SEPTEMBER 17, 2002.

AGENDA ITEM 41

Discuss and take appropriate action on real estate.

No action was taken on this agenda item.

AGENDA ITEM 42

Discuss and take appropriate action on parcel 405 and 405DE acquisition for State Highway 45.

Commissioner Boatright explained that the county has previously agreed to pay for 80 percent, and he would like the court to authorize him and Charlie Crossfield to negotiate for the other 20 percent.

Moved: **Commissioner Boatright**
Seconded: **Commissioner Limmer**
Motion: To authorize Commissioner Boatright and Charlie Crossfield to negotiate with TTA for the other 20%, and to come back to the court within 30 days with a recommendation.
Vote: **4 - 0**

AGENDA ITEM 43

Discuss and take appropriate action on pending litigation: V. Gordon vs. Williamson County.

No action was taken on this agenda item.

AGENDA ITEM 44

Discuss and take appropriate action on pending litigation: Carolyn Barnes VS. Williamson County.

Moved: **Judge Doerfler**
Seconded: **Commissioner Boatright**
Motion: To hire Dietz and Associates to represent the county.
Vote: **4 - 0**

AGENDA ITEM 45

Comments from commissioners.

Commissioner Boatright discussed the Williamson County Regional Park progress, and stated that the water well that was acidized recently is producing 48 gallons per minute. He said he hopes to have a Parks Director to introduce to the Parks Advisory Committee on September 28, 2002.

Commissioner Hays asked about when the pay increase for employees will take effect. Judge Doerfler stated that, since the budget year starts in the middle of a pay period, the increase will not take effect until October 11, but will carry over into the next year's budget, to make a full 26 pay periods.

COMMISSIONERS' COURT ADJOURNED AT 12:10 P.M. ON TUESDAY, SEPTEMBER 17, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages **1** through **245,** inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 24th day of September, 2002.

John C Doerfler

John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: Marilyn Cavender
Deputy Clerk