

NOTICE OF MEETING
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS
JANUARY 12, 1998, 9:00 AM, REGULAR SESSION
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take appropriate action.
3. Consider approval of accounts payable and take action.
4. Consider any payroll changes and take appropriate action.
5. Treasurers monthly and quarterly reports.
6. Select additional names for the 1998 grievance committee.
7. Consider bids on property struck off for taxes.
8. Consider request to hire temporary help in the tax office for voter registration and elections. This will be reimbursed with State funds.
9. Open bids on clipper for Pct. 1 and 2.
10. Consider request to name Jerie Wakeland to the Upshur County Child Protection Board.
11. Accept for recording the Texas Association of Counties workers compensation contract.
12. Accept for recording the renewal bonds for Commissioner Tommy Stanley.
13. Open bids on jail construction and award or reject bids. (Posted for 10:00 AM)
14. Consider adopting a resolution on utilization of revenues from lease of jail space.
15. Consider adopting a resolution authorizing the sheriff to solicit proposals for lease of jail space.
16. Accept for recording a letter stating the Attorney Generals' position on transfer of County funds.
17. Re-consider item #7 from 12-31-97 agenda that was tabled until 1-12-98. (Consider abolishment of the Commissioners Secretary position.)
18. Approve applications for use of Upshur County roads and right of way.


Charles L. Still
County Judge

BY _____
CFL/PTV

98 JAN - 8 PM 2:10
UPSHUR COUNTY, TX

FILED
REC'D AS SHAW
COUNTY CLERK

UPSHUR COUNTY COMMISSIONER'S COURT

1-12-1998

COMMISSIONERS' COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE MINUTES OF PREVIOUS MEETING DATED 12-31-1997. MOTION CARRIED.

2. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO APPROVE BUDGET AMENDMENTS AS PRESENTED BY COUNTY AUDITOR. MOTION CARRIED. COPY ATTACHED.

3. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYMENT OF ACCOUNTS PAYABLE. MOTION CARRIED. COPY ATTACHED.

4. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING PAYROLL CHANGES:

LARREN STELLMAN-DUE TO LONGEVITY INCREASE
JOHN COOK-DUE TO LONGEVITY INCREASE
EDWIN HELPENSTILL-DUE LONGEVITY INCREASE
PAT BLACKSTONE-DUE TO LONGEVITY INCREASE
PAY BOEDER-DUE TO LONGEVITY INCREASE
TOM CHAW DUE TO LONGEVITY INCREASE
GERALD TIMMONS-DUE TO LONGEVITY INCREASE
ARBIT PNDARVIS-DUE TO LONGEVITY INCREASE
WILLIAM FREUNINGER-DUE TO LONGEVITY INCREASE
NANCY THOMPSON- DUE TO LONGEVITY INCREASE

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

5. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE TREASURER'S MONTHLY AND QUARTERLY REPORT. MOTION CARRIED. COPIES ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY. FINANCIAL ADVISORY CONTRACT BETWEEN UPSHUR COUNTY AND SOUTHWEST SECURITIES. MOTION CARRIED. COPY ATTACHED.

6. THREE ADDITIONAL NAMES WERE SELECTED TO SERVE ON THE GRIEVANCE COMMITTEE FOR 1998. THE NAMES ARE CLAUDE WALKER, VELMA BELL CLAY AND DENNIS MARF BILBO. LETTERS OF ACCEPTANCE OR REFUSALS WILL BE SENT TO EACH PERSON.

7. TWO SEALED BIDS WERE SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES. PROPERTY IS DESCRIBED AS AN UNDIVIDED 1/2 INTEREST IN 52.15 ACRES OFF OF JOUJPREL ROAD. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO ACCEPT HIGHEST BID SUBMITTED BY WAYLON S. MORGAN. BID IS IN AMOUNT OF \$7,170.00. MOTION CARRIED. COPY ATTACHED.

MOTION BY GADDIS LINDSEY TO ACCEPT SEALED BID FOR PROPERTY STRUCK OFF FOR TAXES. PROPERTY IS DESCRIBED AS .72 ACRES IN LUMBRERA SURVEY. AMOUNT OF BID IS \$21,000.00 SUBMITTED BY ERNEST FLIPPO. MOTION CARRIED. COPY ATTACHED.

MOTION BY RICK JACKSON SECONDED BY TOMMY STANLEY TO TABLE SEALED BID SUBMITTED FOR PROPERTY STRUCK OFF FOR TAXES. PROPERTY IS DESCRIBED AS 4 ACRES LOCATED

OFF OF RED CEDAR. MOTION CARRIED. COPY ATTACHED.

MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO TABLE SEALED BID FOR PROPERTY STRUCK OFF FOR TAXES. PROPERTY IS DESCRIBED AS TRACT 13, LOTS 420, 421 AND 422 IN PHASE 5 OF GLENWOOD ACRES. MOTION CARRIED. COPY ATTACHED.

8. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE HIRING TEMPORARY HELP IN THE TAX OFFICE FOR VOTER REGISTRATION AND ELECTIONS. (THIS TO BE REIMBURSED WITH STATE FUNDS.) MOTION CARRIED.

9. THE FOLLOWING PROPOSALS WERE SUBMITTED FOR A JOINT PURCHASE OF A 12" OR 18" BRUSHCHIPPER FOR PCT. 1 AND PCT. 2.

COMPANY SUBMITTING BID	DESCRIPTION	AMOUNT OF BID
NORTH TEXAS EQUIPMENT RT. 1 BOX 104-G JUSTIN, TEXAS 76247	13" MORBARK CHIPPER "108 H-P"	\$23,313.92
" " " "	2400 MORBARK CHIPPER "108 H-P"	\$27,898.24
" " " "	13" MORBARK "100 H-P"	\$24,068.47
" " " "	2400 MORBARK CHIPPER "115 H-P"	\$28,926.31
" " " "	2100 D MORBARK	\$22,314.15
VEPMEER EQUIPMENT OF TEXAS PT. 2 BOX 228 BIG SANDY, TEXAS 75755	1230 PERKINS DIESEL 81 H-P	\$18,896.00
" " " "	1230 PERKINS DIESEL 102 H-P	\$20,161.00
" " " "	1250 PERKINS DIESEL 81 H-P	\$21,036.00
" " " "	1800 PERKINS DIESEL 109 H-P	\$26,065.00
" " " "	1800 CUMMINS DIESEL 116 H-P	\$28,878.00

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COMPANY SUBMITTING BID	DESCRIPTION	AMOUNT OF BID
VERMEER EQUIPMENT OF TEXAS RT. 2 BOX 228 BIG SANDY, TX 75755	1800 JOHN DEERE DIESEL 115 H P	\$28,878.00
POSTON EQUIPMENT SALES, INC. 13016 O'LAY ROAD PEARLAND, TEXAS 77581	12" BRUSH CHIPPER	\$20,400.00
" " " "	18" BRUSH CHIPPER	\$24,470.00

JUDGE STILL ANNOUNCED A FINAL DECISION WILL BE POSTPONED UNTIL THE END OF THE MEETING. COPIES OF ALL BIDS SUBMITTED ATTACHED.

10. MOTION BY TOMMY STANLEY SECONDED BY KENNY THOMPSON TO APPROVE REQUEST TO NAME JERIE WAKELAND TO THE UPSHUR COUNTY CHILD PROTECTION BOARD. MOTION CARRIED. COPY OF REQUEST ATTACHED.

11. MOTION BY RICK JACKSON SECONDED BY PENNY THOMPSON TO ACCEPT FOR RECORDING PURPOSES ONLY, INTERLOCAL AGREEMENT FOR TEXAS ASSOCIATION OF COUNTIES WORKERS' COMPENSATION SELF-INSURANCE FUND. MOTION CARRIED. COPY ATTACHED

12. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ACCEPT FOR RECORDING, THE RENEWAL BONDS OF COMMISSIONER OF PRECINCT 2, TOMMY STANLEY. MOTION CARRIED. BOND ON FILE IN OFFICE OF COUNTY CLERK IN VOLUME 7 PAGES 467 & 470.

14. MOTION BY RICK JACKSON SECOND BY KENNY THOMPSON TO ADOPT RESOLUTION ON UTILIZATION OF REVENUES FROM LEASE OF JAIL SPACE. MOTION CARRIED WITH JUDGE STILL AND COMMISSIONERS JACKSON AND THOMPSON VOTING YEAH AND COMMISSIONERS LINDSEY AND STANLEY VOTING NO. COPY ATTACHED.

15. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO ADOPT RESOLUTION AUTHORIZING THE SHERIFF TO SOLICIT PROPOSALS FOR LEASE OF JAIL SPACE. MOTION CARRIED.

9. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ACCEPT LOW BID SUBMITTED FOR CHIPPER FOR PCT. 1 AND 2. NAME OF BIDDER IS VERMEER EQUIPMENT OF TEXAS. AMOUNT OF BID IS \$20,161.00 FOR 1230 B/C 102 HP TURBO PERKINS DIESEL WITH PINTLE HITCH AND 24" TONGUE EXTENSION AND AUTO FEED. MOTION CARRIED.

13. THE FOLLOWING SEALED BIDS WERE SUBMITTED FOR ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER:

NAME OF COMPANY OR PERSON SUBMITTING BID	ITEM BID ON	AMOUNT OF BID
METROPLEX CONTROL SYSTEMS, INC. 2472 SOUTHWELL DALLAS, TEXAS 75229	SECURITY ELECTRONIC SYSTEMS	\$172,817.00
PIERCE PLUMBING CO., INC. P.O. DRAWER 5 NEWTON, TEXAS 75966	PLUMBING	\$206,000.00
TODAY'S DESIGN AND MANUFACTURING, INC. P.O. BOX 37114 FT. WORTH, TEXAS 76117	SECURITY ELECTRONIC SYSTEMS	\$259,000.00
DEVCO INDUSTRIES, INC. P.O. BOX 151045 ARLINGTON, TEXAS 76015	GLASS & GLAZING	\$23,600.00
GAY AND SON MASONRY, INC. 2000 GOODNIGHT CT GRANBURY, TEXAS 76049	CONCRETE GRADING, ASPHALT PAVING & SITE DEMOLITION	\$348,000.00
GAY AND SON MASONRY, INC. 2000 GOODNIGHT CT GRANBURY, TEXAS 76049	MASONRY	\$409,000.00
ISI DETENTION CONTRACTING GROUP, INC. 12903 DELIVERY DRIVE SAN ANTONIO, TX 78247	DETENTION DOORS & WINDOWS/STANDARD DOORS & INTERIOR WINDOWS	\$207,000.00
A & C FIRE PROTECTION P.O. BOX 1130 GLEN ROSE, TX 76043	DETENTION FURNISHING AND EQUIPMENT	\$62,685.00
A & C FIRE PROTECTION P.O. BOX 1130 GLEN ROSE, TX 76043	DETENTION CEILINGS	\$132,915.00
A & C FIRE PROTECTION P.O. BOX 1130 GLEN ROSE, TX 76043	FIRE STANDPIPE	\$46,250.00
DAVID CRISP CONSTRUCTION P.O. BOX 331 GLEN ROSE, TX 76043	DETENTION FURNISHING AND EQUIPMENT	\$50,200.00
CONTECH CONTRACTORS, INC. P.O. BOX 5366 TEXARKANA, TEXAS 75505	CONCRETE GRADING, ASPHALT PAVING & SITE DEMOLITION	\$386,500.00

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NAME OF COMPANY OR PERSON SUBMITTING BID	ITEM BID ON	AMOUNT OF BID
CONTECH CONTRACTORS	PLUMBING	\$305,000.00
"" "" ""	HVAC	\$302,900.00
"" "" ""	DRYWALL, TAPE, BED TEXTURE, ROUGH CARPENTRY & PLASTER	\$49,400.00
"" "" ""	STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHING & EXISTING ROOF PATCHING	\$347,000.00
LARRY'S INTERIORS, INC. RT. 1 BOX 255 KILGORE, TEXAS 75662	FLOORING	\$8,290.00
FREEMAN ELECTRIC COMPANY, INC. P.O. BOX 79488 SAGINAW, TEXAS 76179	HVAC	\$406,000.00
FREEMAN ELECTRIC COMPANY, INC. P.O. BOX 79488 SAGINAW, TEXAS 76179	GLASS & GLAZING	\$27,600.00
PROGRESSIVE MASONRY & CONTRACTING SERVICES, INC. RT. 1 BOX 355 DIANA, TEXAS 75640	MASONRY	\$402,476.00
WAYNE EMORY MASONRY, INC. 2816 LINDLEY DRIVE SHERMAN, TEXAS 75090	MASONRY	\$339,897.00
LDI METALWORKS, INC 2140 S. MAIN ST. FT. WORTH, TEXAS	PLUMBING	\$387,000.00
"" "" ""	HVAC	\$209,295.00
"" "" ""	STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING	\$297,000.00
COX CONCRETE CONTRACTORS P.O. BOX 631447 NACOGDOCHES, TX 75963	CONCRETE GRADING, ASPHALT PAVING & SITE DEMOLITION	\$445,000.00

NAME OF COMPANY OR PERSON SUBMITTING BID	ITEM BID ON	AMOUNT OF BID
MOSBY MECHANICAL CO., INC P.O. BOX 8582 LONGVIEW, TEXAS 75607	PLUMBING	\$297,300.00
"" "" ""	HVAC	\$390,300.00
WINSTON ELECTRIC, INC. DBA ACME ELECTRIC COMPANY 1115 SLATON HWY., #E LUBBOCK, TX 79404	ELECTRICAL	\$486,000.00
TRI-COASTAL SYSTEMS, INC.	(BID NOT CONSIDERED BECAUSE NO BOND INCLUDED IN SEALED BID)	
ALLWEST SYSTEMS 5701 N LOGAN DENVER, CO 80216	SECURITY ELECTRONIC SYSTEMS	\$279,000.00
CORPORATE FINISHES INC. 1700 15TH AVENUE FORTH WORTH TEXAS	FLOORING	\$17,480.00

CONSTRUCTION MANAGER DANNY BUTLER AND ARCHITECT LAMAR McDONALD STATED THEY WOULD REVIEW EACH BID AND WOULD REACH A DECISION BEFORE CONCLUSION OF MEETING. COPIES OF ALL BIDS SUBMITTED ATTACHED.

16. NO ACTION TAKEN ON AGENDA ITEM CONCERNING RECORDING A LETTER STATING THE ATTORNEY GENERAL POSITION ON TRANSFER OF COUNTY FUNDS.

17. MOTION BY RICK JACKSON SECONDED BY KENNY THOMPSON TO ABOLISH POSITION OF COMMISSIONERS SECRETARY. ABOLISHMENT TO BECOME EFFECTIVE 1-15-1998. MOTION CARRIED WITH JUDGE STILL. COMMISSIONERS RICK JACKSON AND KENNY THOMPSON VOTING YES AND COMMISSIONERS GADDIS LINDSEY AND TOMMY STANLEY VOTING NO.

18. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS, PERMIT APPLICATIONS AND APPLICATION FOR FILLING ABANDONED WELLS:

SPECIAL ROAD USE AGREEMENT SUBMITTED BY N. D. WILLIAMS TIMBER TO HAUL LOGS ON SUMAC ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY WOOD COUNTY TIE AND TIMBER TO HAUL LOGS ON BEAR ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TUCKER TRUCKER TO HAUL LOGS ON POINT PLEASANT ROAD, WILLOW OAK AND FIR ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY FOREST RESOURCE RECOVERY TO HAUL LOGS ON BEGONIA.

PERMIT APPLICATION SUBMITTED BY JOHN ANDERSON TO PLACE A CULVERT IN ROW OF CHINABERRY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY JOE WOOTEN TIMBER TO HAUL LOGS ON WEEPING WILLOW.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY TUCKER TRUCKING TO HAUL LOGS ON RED MAPLE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY LARRY PATE (FOREST RESOURCE RECOVERY) TO HAUL LOGS ON ELDERBERRY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY MAXINE HENSON TO HAUL LOGS ON WEEPING WILLOW AND PERSIMMON.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY GREG MAYES TO HAUL LOGS ON OWL ROAD.

MOTION CARRIED ON ALL THE ABOVE. COPIES OF ALL THE ABOVE ATTACHED.

ADDENDUM: MOTION BY KENNY THOMPSON SECONDED BY CHARLES STILL TO APPROVE REQUEST OF DISTRICT ATTORNEY TIM CONE FOR A ONE OFFICE, STAND ALONE POSTAGE METER AND SCALE. MOTION DID NOT CARRY WITH JUDGE STILL AND COMMISSIONER THOMPSON VOTING YES AND COMMISSIONERS JACKSON, LINDSEY AND STANLEY VOTING NO.

13. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO GO WITH RECOMMENDATION OF DANNY BUTLER, CONSTRUCTION MANAGER, TO AWARD CONTRACTS TO LOWEST BIDDERS. ALSO IN THIS MOTION IS TO GIVE DANNY BUTLER THE AUTHORITY TO CHECK ON BID SUBMITTED BY WAYNE EMORY MASONRY & CONTRACTING SERVICES, INC. FOR MASONRY AND IF NECESSARY, GO TO NEXT LOWEST BIDDER. MOTION CARRIED.

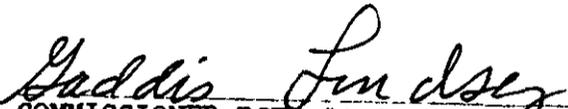
COMMISSIONERS COURT ADJOURNED.

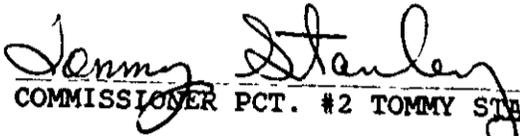
LIBRARY REPORT OF THE MONTH OF DECEMBER, 1997 PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

APPROVED THIS 26TH DAY OF JANUARY, 1998.


JUDGE CHARLES STILL


COMMISSIONER PCT. #1 GADDIS LINDSEY


COMMISSIONER PCT. #2 TOMMY STANLEY

COMMISSIONER PCT. #3 RICK JACKSON


COMMISSIONER PCT. #4 CHARLES K. THOMPSON

ATTEST:

COUNTY CLERK AND EX-OFFICIO CLERK
OF THE COMMISSIONERS' COURT OF
UPSHUR COUNTY, TEXAS

UPSHUR COUNTY
BUDGET AMENDMENTS

The following budget amendments were approved on this the 12TH
day of JANUARY, 1998.

Charles A. Still
Charles Still, County Judge

Gaddis Lindsey
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley
Tommy Stanley, Comm. Pct. 2

Rick Jackson
Rick Jackson, Comm. Pct. 3

Charles K. Thompson
Charles K. Thompson, Comm. Pct. 4

BUDGET AMENDMENT

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LINE ITEM TRANSFER:

Date: 1-12-98

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	17	613	3330	52,500.00
To:	17	613	5000	52,500.00

Reason: Purchase land for sand

[Signature]
Department Head Per 3 Commissioners

Attest - County Clerk

LINE ITEM TRANSFER:

Date: 1-7-98

Honorable Commissioners Court of Upshur County:

Submitted for your consideration are the following line-item transfers:

FROM:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
10	509	4700		\$ 50

to:	10	509	5900	50
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Reason: DMI - new cable

Dona Zizzo
Department Head

Attest - County Clerk

#09

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 Jan 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/12/98 thru 01/20/98

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
74927-APCA	01/12/98	360 COMMUNICATIONS	\$111.79	\$111.79	SUP&CCP-ACCT#GH00318/DEC 9'97 BILLING
74928-APCA	01/12/98	A & E MILL AND WELDING SUPPL	\$40.40	\$15.15 \$25.25	PCT#4-CUST#173125/CYL RENT(2 ACEM : 0X.50) PCT#2-CUST#173000/CYL RENT(1 ACEM : ACEL. 30X275)
74929-APCA	01/12/98	ACCU CHEM LABORATORIES	\$341.50	\$341.50	CCP-ACCT#U985/#154666.152079.149450.152094
74930-APCA	01/12/98	ARTHUR L FORT	\$130.00	\$130.00	SUP-(2)BADGES & CASES
74931-APCA	01/12/98	AT & T INFORMATION SYSTEMS	\$8.96	\$8.96	SUP-ACCT#0142860638001/DEC 15'97 BILLING
74932-APCA	01/12/98	AH'S COUNTRY STORE	\$250.77	\$23.95 \$31.81 \$40.00 \$33.00 \$13.92 \$12.00 \$23.48 \$15.02 \$36.31 \$21.28	PCT#1-GASOLINE PCT#1-DIESEL PCT#1-DIESEL PCT#1-GASOLINE PCT#1-GLOVES PCT#1-GASOLINE PCT#1-GASOLINE PCT#1-GASOLINE PCT#1-GASOLINE PCT#1-GASOLINE
74933-APCA	01/12/98	B & M TROPHY	\$9.70	\$9.70	CO BLDGS-SIGNS
74934-APCA	01/12/98	BLAIR R MACBEATH, M D	\$35.20	\$35.20	CO INDIG-SISK/MED SERVICES
74935-APCA	01/12/98	BOB BARKER CO , INC	\$365.92	\$365.92	CO JAIL-ASSORTED WOMENS & MEN SHOES
74936-APCA	01/12/98	BROOKSHIRES	\$52.30	\$34.50 \$17.70	D A-NORMA HENSON/HOT CK RESTITUTION D A-NORMA HENSON/HOT CK RESTITUTION
74937-APCA	01/12/98	BRUCE ACKER	\$94.82	\$94.82	CO EXT-REIMBURSE/301mi@ 315ea 12/97
74938-APCA	01/12/98	BULFINCH CUSTODIAL SERVICE	\$4,139.61	\$4,139.61	JAN'98 JANITORIAL SERVICES
74939-APCA	01/12/98	BURBA'S COMPUTER ENTERPRISES	\$75.00	\$75.00	JUV 9803-(3)HRS COMPUTER LABOR
74940-APCA	01/12/98	CENTRAL UNITED LIFE INSURANC	\$1,062.78	\$1,062.78	GROUP#4269/DEC'97 PAYROLL DEDUCTIONS
74941-APCA	01/12/98	CHEVRON U S A INC	\$113.84	\$113.84	C S -ACCT#7898789842 12/30/97 BALANCE
74942-APCA	01/12/98	CITY OF GILMER	\$1,481.76	\$1,481.76	WASTE-SALARY/LANDFILL SITE 9/20/97-12/12/97
74943-APCA	01/12/98	CJAD CONFERENCE FUND	\$50.00	\$50.00	SUP-REGISTRATION/C JODEN SAFFP-CSD
74944-APCA	01/12/98	COMPLETE BUSINESS	\$289.06	\$125.78 \$163.28	SUP-CUST#LN4890/NOV-DEC'97 MAINT D CLK-CUST#LN0461/RICOH F5520(12256 COPIES MADE 11/01/97-12/01/97)
74945-APCA	01/12/98	CONSOLIDATED TRAFFIC CONTROL	\$150.00	\$150.00	711-11 ELECT SENSOR&INSTALL KIT

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 Jan 1998

Approved Disbursements
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/12/98 thru 01/26/98

PAGE

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
74946-APCA	01/12/98	CORRECTIONAL SERVICES CORP	\$13 76	\$13 76	ISP-PLACEMENT/J.H. 12/3/97
74947-APCA	01/12/98	DAVID P MOONEY	\$450 00	\$450 00	CO ERMG-SERVICES RENDERED/OCT-DEC '97
74948-APCA	01/12/98	DAVIS ELECTRIC COMPANY	\$85 50	\$85 50	J CTR-CIRCUIT IN CELL "C"/REPLACED SWITCH
74949-APCA	01/12/98	DWIGHT A BRANNON	\$900 00	\$600 00 \$300 00	D CT-CAUSE#11,688 & 11,970/CASEY SMITH D CT-CAUSE#11,919/WEBB
74950-APCA	01/12/98	DWIGHT BRANNON, TRUSTEE	\$4,451 90	\$4,451 90	JAIL CONST-GRACE POUNDS/13303sq ft HEREFORD SURVEY
74951-APCA	01/12/98	EAST TEXAS ACOUSTICAL	\$149 00	\$149 00	CO. CTH-(4)BOXES ARMSTRONG CEILING TILE
74952-APCA	01/12/98	EAST TEXAS MACHINERY, INC	\$583 00	\$583 00	PCT#2-WIPER ARM, BLADE, CUTTING ED, BOLT
74953-APCA	01/12/98	ECONOMY AUTO SUPPLY, INC	\$3,369 30	\$3 41 \$11 92 \$4 55 \$169 19 \$4 02 \$15 56 \$190 30 \$1 22 \$78 80 \$6 48 \$2,900 00 \$15 16	PCT#3-BOLTS PCT#4-SPARK PLUGS FOR UNIT 413 PCT#4-HEADLIGHT, SIDE-MARKER LIGHT PCT#4-TRANSMISSION FLUID, BRAKE FLUID, BATTERY CABLE, BATTERIES, STATE FEE PCT#4-DBATTERY CABLES PCT#4-SUPPLIES PCT#4-BALL JOINTS (UNIT 410); IDLER ARM, PITMAN ARM, FILTER KIT, SHOCKS PCT#4-FILTER PCT#4-ALTERNATOR, CREDIT FOR CORE RETURN; ELECTRICAL TAPE PCT#4-DIESEL CONDITIONER PCT#4-REBUILD 8 2 LITER DIESEL ENGINE PCT#4-DIFF BETWEEN RET. ITEMS & ITEMS BOUGHT
74954-APCA	01/12/98	ELLIOTT ELECTRIC SUPPLY, INC	\$160 55	\$160 55	J CTR-CUST#3289472/PLUG-INS FOR JAIL
74955-APCA	01/12/98	EQUIPMENT & PARTS	\$41 31	\$41 31	PCT#3-PARTS, SHIPPING
74956-APCA	01/12/98	ETEX TELEPHONE COOP, INC	\$238 48	\$35 52 \$27 70 \$48 72 \$45 53 \$75 91	PCT#1-ACCT#734-5609/TELEPHONE SERVICE D C MODEM-ACCT#968-2941/TELEPHONE SERVICE PCT#2-ACCT#762-6266/JAN 01/98 BILLING PCT#3-ACCT#734-5822/JAN 01/98 BILLING PCT#4-ACCT#762-6731/JAN 01/98 BILLING
74957-APCA	01/12/98	FANNIN FARM EQUIPMENT	\$67 50	\$52 00 \$15 50	PCT#1-DEC '97 CYL RENT/7 ACET. & OXY PCT#3-DEC CYLINDER RENTAL
74958-APCA	01/12/98	FINA SHORT STOP	\$55 69	\$55 69	D A-CLIFFORD H ADAMS/HOT CK RESTITUTION
74959-APCA	01/12/98	GALL'S INC	\$98 67	\$22 85 \$75 82	CO JAIL-ACCT#0004099537/TURTLENECK EMBROIDERY CONS#2-ACCT#0004099537/UNIFORMS

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

23 Jan 1998

Approved Disbursements
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 01/12/98 thru 01/26/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
74960-APCA	01/12/98	GILMER DISCOUNT TIRE	\$29 95	\$29 95	PCT#4-ALIGNMENT
74961-APCA	01/12/98	GILMER LUMBER COMPANY INC	\$39 90	\$39 90	CO BLDG-PAINT
74962-APCA	01/12/98	GILMER OFFICE CENTER	\$820 68	\$21 95 \$17 37 \$35 29 \$642 50 \$13 49	IC-3KIDATA PRINT CARTRIDGE CO LIB-LIQUID PAPER, DATER STAMPS D A-OFFICE SUPPLIES I 3 -9 1/2 X 11 COMPUTER PAPER, 8 1/2 X 14 COPY PAPER CO AUD-STAMP "UPSHUR COUNTY AUDITOR", 1/2-IN BINDER
				\$14 21 \$75 88	DIST CT-DRY ERASE WALL CALENDAR JUV PROB-INV#2320, 2099, 2790/OFFICE SUPPLIES
74963-APCA	01/12/98	GOLDEN CHICKEN	\$33 50	\$33 50	D A-CLIFFORD H ADAMS/HOT CK RESTITUTION
74964-APCA	01/12/98	GOVERNMENT RECORDS SERVICES	\$275 00	\$275 00	D CLK-16mm CAMERA RENTAL W/EASEL
74965-APCA	01/12/98	H&D TIRE & AUTOMOTIVE	\$569 82	\$2 60 \$7 19 \$3 92 \$19 50 \$26 44 \$296 88 \$10 19 \$40 17 \$1 55 \$10 79 \$13 17 \$26 74 \$11 62 \$99 20	CO BLDG-TOGGLE SWITCH CO BLDG-PIPE WRENCH CO BLDG-KEYS PCT#3-CHAIN & BAR OIL PCT#2-BROOMS (2) CO S-TIRES; RECYCLE FEE; LABOR CO BLDG-ENTRY LOCK CO BLDG-NUTS; WASHERS, SUPER GLUE, JUT WASHERS, THREAD ROD, MASONRY BIT, COBALT BIT CO BLDG-SCREWS, SCREWDRIVER PCT#3-HAMMER CO BLDG-ELECTRICAL BREAKERS CO S-AUTOMOTIVE TOOL CO BLDG-LIQUID FIRE DRAIN CLEANER CO S-BATTERY, RECYCLE FEE, LABOR (5)
74966-APCA	01/12/98	HART INFORMATION SERVICES, I	\$69 39	\$69 39	COMM CT-CUST#14769/TEXAS ELECTION LAWS BOOK, SHIPPING
74967-APCA	01/12/98	HERBERT L YOUNG	\$2,241 74	\$1,973 54 \$92 28 \$171 12	PCT#1-1,120 GALS GAS, 1,425 GALS DIESEL PCT#2-GASOLINE/77 GALS CO BLDGS-159 GALS GASOLINE
74968-APCA	01/12/98	INFORMATION GUIDE ON COUNTY	\$72 00	\$72 00	CO AUD-(1)yr RFNEWAL
74969-APCA	01/12/98	JR'S OF GILMER	\$450 31	\$450 31	D A-CLIFFORD H ADAMS/HOT CK RESTITUTION
74970-APCA	01/12/98	KATHY HANCOCK	\$36 60	\$22 50	SUP-REIMBURSE/90 3mi @ 215ea 12/97
74971-APCA	01/12/98	KELLY FORD TRACTOR, INC	\$45 19	\$22 52 \$22 67	PCT#1-CUST#05609/V BELT PCT#2-CUST#15609/SWITCH ASSEMBLY
74972-APCA	01/12/98	LDS OF LONGVIEW, INC	\$25 57	\$25 57	JUV PROB-ACCT#075340109/JAN 1 97 BILLING

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THE SOFTWARE GROUP, INC

Disbursements Made from 01 12/98 thru 01 26/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
74973-APCA	01/12/98	LONGVIEW ALTERNATOR	\$18 63	\$18 63	PCT#2-PART
74974-APCA	01/12/98	LONGVIEW ASPHALT INC	\$8,139 80	\$54 52 \$8,085 28	PCT#2-CUST#221772/OIL DIRT(2 32 TON @ \$23 50) PCT#2-CUST#221772/OIL DIRT(302 81 TON @ \$23 50)
74975-APCA	01/12/98	LYNN PEAVEY COMPANY	\$83 10	\$83 10	CONST#2-9" X 12" STRIP & GRIP EVIDENCE POUCHES, EVIDENCE PACKS (100), NYLON TIES (100), FREIGHT
74976-APCA	01/12/98	MAYHAN FABRICATORS, INC	\$10 00	\$10 00	CO BLDG-CUT 4 RECTANGLES(STEEL)
74977-APCA	01/12/98	MELINDA SMITH	\$95 48	\$95 48	JUV PROB-REIMBURSE/192mi@ 315ea 12/97
74978-APCA	01/12/98	MICHAEL MARTIN, ATTY	\$300 00	\$300 00	D CT-CAUSE#11, 419/JASON ALAN COLE D CT-CAUSE#11, 225/JAMES D. FOSTER
74979-APCA	01/12/98	MILTON WYLIE	\$337 39	\$337 39	ISP-REIMBURSE/906mi@ 315ea NOV-DEC'97
74980-APCA	01/12/98	NATIONAL ASSOC OF COUNTY	\$50 00	\$50 00	CO AUD-'97-98 DUES/BEN SHEPPERD, CO AUDITOR
74981-APCA	01/12/98	NATIONSBANK OF DELAWARE, N A	\$1,124 09	\$2 24 \$7 74 \$11 52 \$304 25 \$146 43 \$23 55 \$628 37	SUP-ACCT#3951/DEC 24'97 BILLING SUP-ACCT#4611 12/24/97 BILLING SUP-ACCT#6528 12/24/97 BILLING CCP-ACCT#8644 12/24/97 BILLING SUP-ACCT#5148 12/24/97 BILLING CCP-ACCT#6109 12/24/97 BILLING S.P-ACCT#9005 NOV 24'97 & 12/24/97 BILLINGS
74982-APCA	01/12/98	PENWORTHY/MEDIA SOURCE	\$81 93	\$81 93	CO LIS-11 BOOKS
74983-APCA	01/12/98	PRITCHETT WATER SUPPLY CORP	\$25 50	\$25 50	PCT#1-ACCT#1406/WATER
74984-APCA	01/12/98	RIDGWAY'S	\$3,222 03	\$2,264 15 \$957 88	JAIL CONST-(35)SETS BLUELINE PRINTS&SPECS JAIL CONST-(10)SET BLUELINE PRINTS & SPECS
74985-APCA	01/12/98	SCOTT-MERRIMAN, INC	\$101 88	\$101 39	CO CLK-CUST#UP01/CITATION APPLICATION, SHIPPING
74986-APCA	01/12/98	SHERRY C HARTSELL	\$400 00	\$400 00	CCP-CUST#UCP/DEC'97 COUNSELING
74987-APCA	01/12/98	SMITH OIL COMPANY	\$381 00	\$77 50 \$251 00 \$52 50	PCT#2-CLEANERS, FILTERS, BRAKE FLUID, OIL PCT#1-OIL, STARTING FLUID PCT#1-TOWELS
74988-APCA	01/12/98	SOUTHWEST SECURITIES	\$25,555 15	\$21,095 15 \$4,500 00	JAIL CONST-INSURANCE OF SERIES 97 CERT OBLIGATION JAIL CONST-FINANCIAL SERVICES/REFUNDING BONDS SERIES 1997
74989-APCA	01/12/98	SOUTHWESTERN BELL TELEPHONE	\$181 57	\$181 57	S.P.A PROB-#663-3909 DEC 15'97 BILLING

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UPSHUR COUNTY		ACCOUNTS PAYABLE SYSTEM			23 Jan 1998
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THE SOFTWARE GROUP, INC		Disbursements Made from 01/12/98 thru 01 26/98			PAGE 5
Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
74990-APCA	01/12/98	STACY ROARK	\$73 50	\$73 50	D A-(14)hrs CONTRACT LABOR
74991-APCA	01/12/98	SUPERIOR GRAPHICS	\$587 15	\$587 15	D CLK-(2)DIVORCE&CIVIL MINTUES W/FILLE#3 VOLS#36, 57&45, 45
74992-APCA	01/12/98	SYSCO FOOD SYSTEMS, INC	\$272 45	\$272 45	CO JAIL-CUST#288639/ASSORTED FOODS
74993-APCA	01/12/98	T & S TRACTOR INC	\$1,068 00	\$739 00 \$329 00	PCT#4-ACCT#23083/ASSEMBLY, FREIGHT PCT#4-PAN ASSEMBLY FOR DB150 SIDE MOWER, FREIGHT
74994-APCA	01/12/98	T M LUMBER CO , INC	\$6 98	\$6 98	PCT#2-HOSE HOLDERS(2)
74995-APCA	01/12/98	TAC PROPERTY&CASUALTY	\$26,142 00	\$8,563 00 \$17,579 00	NON DEPT-#2300/AUTO PHY DAMAGE 10/1/97-10/1/98 NON DEPT-#2300/PROPERTY COVERAGE 10/1/97-10/1/98
74996-APCA	01/12/98	TAC RISK MANAGEMENT POOL	\$59,243 00	\$34,906 00 \$24,337 00	NON DEPT-#2300/AUTO LIABILITY 10/1/97-10/1/98 NON DEPT-#2300/GENERAL LAIBILITY 10/1/97-10/1/98
74997-APCA	01/12/98	TEECO SAFETY, INC	\$4,875 00	\$4,875 00	CO S-13 BALLISTIC VESTS
74998-APCA	01/12/98	TEFTELLER & PELAIA	\$600 00	\$300 00 \$300 00	D CT-CAUSE#11,886/ANDERSON D CT-CAUSE#11,965/COLLIER
74999-APCA	01/12/98	TELETOUCH CORPORATION	\$36 30	\$36 30	JUV PROB-ACCT#29923846/JAN 1'97 BILLING
75000-APCA	01/12/98	THE GILMER MIRROR	\$289 80	\$60 00 \$229 80	COMM CT-PUBLIC NOTICE/BRUSH CHIPPER JAIL CONST-PUBLIC NOTICE/BIDS ON JAIL CONSTRUCTION
75001-APCA	01/12/98	UPSHUR COUNTY	\$113 91	\$35 16 \$78 75	S/P-REIMBURSE COUNTY FOR 12/13/97 BILLING JUV PROB-REIMBURSE COUNTY/LEGAL FOLDERS
75002-APCA	01/12/98	UPSHUR COUNTY CLERK	\$62 00	\$62 00	R D W-FM#1845/FILE#9283-8A(PARCEL#5&5T# RECORDED)
75003-APCA	01/12/98	UPSHUR-RURAL ELECTRIC COOP ,	\$186 78	\$93 75 \$80 36 \$7 66	PCT#3-ACCT#902475304/ELECT. SERVICE 11/25/97-12/26/97 PCT#1-ACCT#31885226/JAN 5'98 BILLING WASTE-ACCT#10723231/JAN. 5'98 BILLING
75004-APCA	01/12/98	VALU-LINE	\$503 47	\$503 47	TELE-COMM-#9087390 01/01/98 BILLING
75005-APCA	01/12/98	WAL-MART PHARMACY 10-0146	\$238 44	\$151 14 \$77 30	CC INDIG-GLFN CROSS/3 PRESCRIPTIONS CC INDIG-BETTY WASHINGTON/3 PRESCRIPTIONS
75006-APCA	01/12/98	WALMART STORE #146	\$18 22	\$15 22	S/P-ACCT#145/LEGAL PADS, SUPPLIES

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
75007-APCA	01/12/98	WEST SIDE FURNITURE	\$92 61	\$64 92 \$27 69	PCT#4-(6)BAR OIL CHAINS PCT#2-FILES (2 PK OF 12 EA); BOLT
75008-APCA	01/12/98	WHITE SWAN, NORTH	\$331 08	\$331 08	CG JAIL-CUST#420711/ASSORTED FOODS
75009-APCA	01/12/98	YAZELL CHEVROLET-OLDS, INC	\$52 50	\$10 50 \$10 50 \$10 50 \$10 50	PCT#4-INSPECTION STICKER/82-FORD TRUCK PCT#4-INSPECTION STICKER/85 GMC TRUCK PCT#4-INSPECTION/82 FORD TRUCK PCT#4-INSPECTION/89 CHEV PICKUP
75010-APCA	01/12/98	ZYTRON IMAGING SERVICES	\$100 50	\$100 50	D CLK-INFOGRAPHIX 100/250 TONER
75011-APCA	HC 01/12/98	FIRST NATIONAL BANK OF GILME	\$220,758 79	\$220,758 79	CD#28216 PURCHASED@5.76%(14days)TO MATURE 1/26/98
75012-APCA	HC 01/12/98	FIRST NATIONAL BANK GILMER	\$550,000 00	\$300,000 00 \$250,000 00	CD#28217 PURCHASED@5.76%(18days)TO MATURE 1/30/98 CD#28218 PURCHASED@5.76%(134days)TO MATURE 5/26/98
75013-APCA	HC 01/14/98	UNITED STATES POSTAL SERVICE	\$3,000 00	\$3,000 00	NON LEPT-ACCT#20660346/POSTAGE FOR METER
75014-APCA	HC 01/15/98	POSTMASTER	\$100 00	\$100 00	CG TAX-POSTAGE PERMIT FOR VOTER REGISTRATION
75015-APCA	HC 01/20/98	FIRST NATIONAL BANK GILMER	\$300,000 00	\$300,000 00	CD#28221 PURCHASED@5.76%(139days)TO MATURE 6/8/98
75016-APCA	HC 01/23/98	ARKLA GAS	\$1,045 60	\$1,045 60	J CTR-ACCT#0721336289005/JAN 9'98 BILLING
Total for APCA - Accounts Payable Clearing Account			\$1,234,423 85		

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1915-FNB AR	CLE HC 01/15/98	WESLEY A BISHOP, DDS	\$81 00	\$81 00	D BERRY DENTAL
1916-FNB AR	CLE HC 01/15/98	WESLEY A BISHOP, DDS	\$78 00	\$78 00	M BERRY DENTAL
1917-FNB AR	CLE HC 01/15/98	PATHOLOGY ASSOC OF LONGVIEW	\$18 40	\$18 40	P BROWN MEDICAL
1918-FNB AR	CLE HC 01/15/98	WESLEY A BISHOP, DDS	\$51 00	\$51 00	T CAIN
1919-FNB AR	CLE HC 01/15/98	MARY ROSE CAMPBELL	\$20 00	\$20 00	M CAMPBELL-MEDICAL
1920-FNB AR	CLE HC 01/15/98	FRANK P REUTER, JR, MD	\$29 00	\$29 00	M CAMPBELL-MEDICAL
1921-FNB AR	CLE HC 01/15/98	JERALD WALTON, DDS	\$60 00	\$60 00	M CAMPBELL-DENTAL
1922-FNB AR	CLE HC 01/15/98	MED & PATH LAB SVC OF ET	\$18 00	\$18 00	J CHILDRESS-MEDICAL
1923-FNB AR	CLE HC 01/15/98	ALEJANDRO B PLAN MD	\$269 45	\$269 45	B DEQUIR-MEDICAL
1924-FNB AR	CLE HC 01/15/98	PHILIP J THOMAS, DDS	\$52 00	\$52 00	C DRIGGERS-DENTAL
1925-FNB AR	CLE HC 01/15/98	EUGENE R FOSTER, MD	\$22 00	\$22 00	L ENGLISH-MEDICAL
1926-FNB AR	CLE HC 01/15/98	ROBERT WHEELER, MD	\$82 67	\$82 67	S FENNELL-MEDICAL
1927-FNB AR	CLE HC 01/15/98	EUGENE R FOSTER, MD	\$36 20	\$36 20	D FENNELL-MEDICAL
1928-FNB AR	CLE HC 01/15/98	RUCKER S MURRY, MD	\$115 00	\$115 00	B GRISWOLD-MEDICAL
1929-FNB AR	CLE HC 01/15/98	GOOD SHEPHERD MED CTR	\$49 40	\$49 40	M HARRIS-MEDICAL
1930-FNB AR	CLE HC 01/15/98	BERT E SHARP, DPM	\$62 40	\$62 40	F HELPENSTILL-MEDICAL
1931-FNB AR	CLE HC 01/15/98	JOHN WOLCOTT, MD	\$29 00	\$29 00	H LACASON-MEDICAL

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1932-FNB AR	CLE HC 01/15/98	EUGENE R FOSTER, MD	\$36 20	\$36 20	S JENKINS-MEDICAL
1933-FNB AR	CLE HC 01/15/98	EUGENE R FOSTER, MD	\$84 20	\$84 20	S JENKINS-MEDICAL
1934-FNB AR	CLE HC 01/15/98	JOHN MCKENZIE, MD	\$193 87	\$193 87	J JOHNSON-MEDICAL
1935-FNB AR	CLE HC 01/15/98	WENDELL D DANIELS, MD	\$64 79	\$64 79	M JOHNSON-MEDICAL
1936-FNB AR	CLE HC 01/15/98	EVELYN JONES	\$49 50	\$49 50	E JONES-DENTAL
1937-FNB AR	CLE HC 01/15/98	WESLEY A BISHOP, DDS	\$77 00	\$77 00	M JORDAN-DENTAL
1938-FNB AR	CLE HC 01/15/98	DRS DUREN AND SHERMAN	\$83 50	\$83 50	M KELLER-DENTAL
1939-FNB AR	CLE HC 01/15/98	GOOD SHEPHERD MED CTR	\$70 00	\$70 00	J MCBRIDE-MEDICAL
1940-FNB AR	CLE HC 01/15/98	GOOD SHEPHERD MED CTR	\$98 22	\$98 22	J MCBRIDE-MEDICAL
1941-FNB AR	CLE HC 01/15/98	GOOD SHEPHERD MED CTR	\$17 00	\$17 00	J MCBRIDE-MEDICAL
1942-FNB AR	CLE HC 01/15/98	RUCKER S MURRY, MD	\$20 00	\$20 00	L MITCHELL-MEDICAL
1943-FNB AR	CLE HC 01/15/98	LONGVIEW IMAGING CONSULTANTS	\$295 77	\$295 77	H MOORE-MEDICAL
1944-FNB AR	CLE HC 01/15/98	EUGENE R FOSTER, MD	\$30 60	\$30 60	T PARISH-MEDICAL
1945-FNB AR	CLE HC 01/15/98	JERALD WALTON, DDS	\$80 00	\$80 00	C PATE-DENTAL
1946-FNB AR	CLE HC 01/15/98	LARRY L SMITH, MD	\$30 00	\$30 00	K PATE-MEDICAL
1947-FNB AR	CLE HC 01/15/98	STEPHEN J BECK, MD	\$67 08	\$67 08	K PHILLIPS-MEDICAL
1948-FNB AR	CLE HC 01/15/98	GEORGE A FULLER, III, DO	\$27 20	\$27 20	L PHILLIPS-MEDICAL

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1949-FNB AR	CLE HC 01/15/98	EAST TEXAS MEDICAL CENTER	\$20 00	\$20 00	W PREUNINGER-MEDICAL
1950-FNB AR	CLE HC 01/15/98	EUGENE R FOSTER, MD	\$80 20	\$80 20	O ROBERTSON-MEDICAL
1951-FNB AR	CLE HC 01/15/98	WILLIAM SIMPSON, MD	\$15 00	\$15 00	W ROGERS-MEDICAL
1952-FNB AR	CLE HC 01/15/98	LONGVIEW AMBULATORY SURGICAL	\$1,082 16	\$1,082 16	G SALOIS-MEDICAL
1953-FNB AR	CLE HC 01/15/98	HAROLD BOLNICK MD	\$270 00	\$270 00	G SALOIS-MEDICAL
1954-FNB AR	CLE HC 01/15/98	MARK ERICKSTAD, MD	\$180 00	\$180 00	G SALOIS-MEDICAL
1955-FNB AR	CLE HC 01/15/98	BERT E SHARP, DPM	\$143 00	\$143 00	W SHEPPERD-MEDICAL
1956-FNB AR	CLE HC 01/15/98	FRANCIS J TIMILETTI, MD	\$58 00	\$58 00	M SHEPPERD-MEDICAL
1957-FNB AR	CLE HC 01/15/98	CLARK SPENCER, DDS	\$57 00	\$57 00	C STEELMAN-ORTHODONTIST
1958-FNB AR	CLE HC 01/15/98	MOTHER FRANCES HOSPITAL	\$1,268 50	\$1,268 50	A STILL-MEDICAL
1959-FNB AR	CLE HC 01/15/98	MOTHER FRANCES HOSPITAL	\$76 00	\$76 00	A STILL-MEDICAL
1960-FNB AR	CLE HC 01/15/98	RUCKER S MURRY, MD	\$29 00	\$29 00	S STINNETT-MEDICAL
1961-FNB AR	CLE HC 01/15/98	GARY G DECKELBOIM, MD, PA	\$30 00	\$30 00	D WALKER-MEDICAL
1962-FNB AR	CLE HC 01/15/98	EUGENE R FOSTER, MD	\$282 00	\$282 00	S WARREN-MEDICAL
1963-FNB AR	CLE HC 01/15/98	EUGENE R FOSTER, MD	\$81 20	\$81 20	S WARREN-MEDICAL
1964-FNB AR	CLE HC 01/15/98	BERT E SHARP, DPM	\$58 40	\$58 40	S WARREN-MEDICAL
1965-FNB AR	CLE HC 01/15/98	BERT E SHARP, DPM	\$104 50	\$104 50	S WARREN-MEDICAL

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1966-FNB CLE HC 01/15/98 AR	01/15/98	EUGENE R FOSTER, MD	\$79 40	\$79 40	S WARREN-MEDICAL
1967-FNB CLE HC 01/15/98 AR	01/15/98	ALEJANDRO B PLAN MD	\$206 56	\$206 56	S WARREN-MEDICAL
1968-FNB CLE HC 01/15/98 AR	01/15/98	EUGENE R FOSTER, MD	\$62 20	\$62 20	S WARREN-MEDICAL
1969-FNB CLE HC 01/15/98 AR	01/15/98	ALEJANDRO B PLAN MD	\$89 08	\$89 08	S WARREN-MEDICAL
1970-FNB CLE HC 01/15/98 AR	01/15/98	DONALD PIERSON, MD	\$45 33	\$45 33	T-WATKINS-MEDICAL
1971-FNB CLE HC 01/15/98 AR	01/15/98	CHRISTOPHER YANCEY, MD	\$51 10	\$51 10	T-WATKINS-MEDICAL
1972-FNB CLE HC 01/15/98 AR	01/15/98	WESLEY A BISHOP, DDS	\$53 00	\$53 00	M A WYLIE-DENTAL
1973-FNB CLE HC 01/15/98 AR	01/15/98	FRANK P REUTER, JR. MD	\$91 80	\$91 80	G CAMPBELL-MEDICAL
1974-FNB CLE HC 01/15/98 AR	01/15/98	DAVID H SHORT III MD	\$787 50	\$787 50	G CAMPBELL-MEDICAL
1975-FNB CLE HC 01/15/98 AR	01/15/98	WILLIAM POWELL MD	\$5,337 50	\$5,337 50	G CAMPBELL-MEDICAL
Total for FNB CLEAR - INSURANCE CLEARING ACCT			\$13,037 28		

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
B17-FNB INS	HC 01/20/98	FIRST NATIONAL BANK	\$30,000 00	\$30,000 00	CD#28222 PURCHASED@5.75%(150days)TD MATURE 6/19/98
B48-FNB INS	HC 01/22/98	MANAGED PHARMACY BENEFITS, I	\$3,240 45	\$3,240 45	GROUP #80096, PAYMENT REGSITER DATED 1/2/98
B49-FNB INS	HC 01/22/98	UPSHUR COUNTY INSURANCE CLEA	\$13,037 28	\$6,215 30 \$6,820 48	PAYMENT REGISTER DATED 01/15/98 PAYMENT REGISTER DATED 01/15/98
B50-FNB INS	HC 01/22/98	FIRST NATIONAL BANK	\$100,000 00	\$100,000 00	CD#28235 PURCHASED@5.82%(28days)TD MATLRE 2/19/98
Total for FNB INS - INSURANCE			\$146,277 73		
Grand Total			\$1,393,738 86		

155 records listed

Charles L. Still
COUNTY JUDGE, CHARLES L. STILL

Gaddy Lindsey
COMMISSIONER PCT#1, GADDY LINDSEY

Tommy Stanley
COMMISSIONER PCT#2, TOMMY STANLEY

COMMISSIONER PCT#3, RICK JACKSON

Charles K. Thompson
COMMISSIONER PCT#4, CHARLES K. THOMPSON

53 JAN 23 11:33

VOL 49
PG 1633

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 497/Co. Treasurer
Employee Karmen Steelman
Social Security No _____ Emp ID# 249

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input checked="" type="checkbox"/> Longevity Increase	<input type="checkbox"/> Demotion
<input type="checkbox"/> Re-evaluation of Job	<input type="checkbox"/> Retirement
<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharged
<input type="checkbox"/> Leave-of-Absence	<input type="checkbox"/> Other

88 JAN 12 PM 1:57

Comments Longevity 6 years \$24/month

Authorized by [Signature]
Approved by _____ Date 1-08-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 510/Bldg Maint.
 Employee John Cook
 Social Security No _____ Emp ID# 315

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

Hired	Re-Hired
Introductory Period Ended	Merrt Increase
Promotion	Transfer
<input checked="" type="checkbox"/> Longevity Increase	Demotion
Re-evaluation of Job	Retirement
Layoff	Discharged
Leave-of-Absence	Other

JAN 12 11:57 AM
 REC'D
 CO. FILED

Comments Longevity 11 years \$44/month

Authorized by [Signature]
 Approved by _____ Date 1-08-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 614/Pct#4
 Employee Edwin Helpenstill
 Social Security No _____ Emp ID# 768

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/>	Hired
<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended
<input type="checkbox"/>	Mérit Increase
<input type="checkbox"/>	Promotion
<input type="checkbox"/>	Transfer
<input checked="" type="checkbox"/>	Longevity Increase
<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job
<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff
<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence
<input type="checkbox"/>	Other

Comments Longevity 2 years \$8/month

Authorized by [Signature]
 Approved by _____ Date 1-08-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 614 / Pot # 4
 Employee Pat Blackstone
 Social Security No _____ Emp ID# 721

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired		Re-Hired
	Introductory Period Ended		Merit Increase
	Promotion		Transfer
X	Longevity Increase		Demotion
	Re-evaluation of Job		Retirement
	Layoff		Discharged
	Leave-of-Absence		Other

980112
 12
 57
 12
 57

Comments: Longevity 3 years \$12/month

Authorized by [Signature]
 Approved by _____ Date 1-08-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 510/Eldg Maint.
 Employee Ray Roeder
 Social Security No _____ Emp ID# 338

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Ment Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

98 JAN 12 PM 5:57
 GEN. INV. #

Comments Longevity: 10 years # 40/month

Authorized by [Signature]
 Approved by _____ Date 1-08-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 614/Pct#4
 Employee Tom Shaw
 Social Security No _____ Emp ID# 416

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

Comments Longevity 7 years \$28/month

Authorized by Mary Harris
 Approved by _____ Date 1-08-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 613/Pct# 3
 Employee Gerald Jimmons
 Social Security No _____ Emp ID# 330

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input checked="" type="checkbox"/> Longevity Increase	<input type="checkbox"/> Demotion
<input type="checkbox"/> Re-evaluation of Job	<input type="checkbox"/> Retirement
<input type="checkbox"/> Layoff	<input type="checkbox"/> Discharged
<input type="checkbox"/> Leave-of-Absence	<input type="checkbox"/> Other

SUPPLEMENTAL
 COLLECTIVE
 AGREEMENT
 #40/MD
 7

Comments Longevity 10 years #40/md

Authorized by [Signature]
 Approved by _____ Date 1-08-98

VOL 49 PG 1041

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 612/Pct# 2
 Employee Abbott Rendurus
 Social Security No _____ Emp ID# 267

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Merit Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	<input type="checkbox"/>	Demotion
<input type="checkbox"/>	Re-evaluation of Job	<input type="checkbox"/>	Retirement
<input type="checkbox"/>	Layoff	<input type="checkbox"/>	Discharged
<input type="checkbox"/>	Leave-of-Absence	<input type="checkbox"/>	Other

59 JAN 12 PM 12:51
 DEPT 612
 PCT 2
 FILE #

Comments Longevity 13 years \$52/month

Authorized by Drysdale
 Approved by _____ Date 1-08-98

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 565/C. Jail
 Employee William Preuringer
 Social Security No _____ Emp ID# 830

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)

	Hired	Re-Hired
	Introductory Period Ended	Merit Increase
	Promotion	Transfer
X	Longevity Increase	Demotion
	Re-evaluation of Job	Retirement
	Layoff	Discharged
	Leave-of-Absence	Other

98 JAN 12 11:57 AM
 COUNTY OF UPSHUR
 CLERK OF SUPERIOR COURT

Comments Longevity 1 year \$4/month

Authorized by: [Signature]

Approved by _____ Date 1-08-98

VOL 49 PG 1643

UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 1-1-98 Dept 650/C. Library
 Employee Nancy Thompson
 Social Security No _____ Emp ID# 506

X	CHANGES(S)	FROM	TO
	Grade Step		
	Rate		
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)		
<input type="checkbox"/>	Hired	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	Merit Increase
<input type="checkbox"/>	Promotion	Transfer
<input checked="" type="checkbox"/>	Longevity Increase	Demotion
<input type="checkbox"/>	Re-evaluation of Job	Retirement
<input type="checkbox"/>	Layoff	Discharged
<input type="checkbox"/>	Leave-of-Absence	Other

Comments Longevity 5 years \$20/month

Authorized by [Signature]
 Approved by _____ Date 1-08-98

TREASURER'S MONTHLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

DECEMBER 1 THROUGH DECEMBER 31, 1997

W.M. 49 PG 1414

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
OPERATING ACCOUNT	4,742,548.37	4,509,346.73	871,616.96	8,380,278.14	650,000.00	4,278,723.00	32,573.53	8,347,704.61	8,380,278.14
INSURANCE ACCOUNT	217,783.390	127,447.16	82,034.48	263,196.07	180,000.00	255,000.00	8,196.07	255,000.00	263,196.07
IRC/125 ACCOUNT	7,664.89	10,864.58	10,439.13	8,090.34	0.00	0.00	8,090.34	0.00	8,090.34
INSURANCE CLEARING	0.00	59,422.11	59,422.11	0.00	0.00	0.00	0.00	0.00	0.00
TOTALS	4,967,996.65	4,707,080.58	1,023,512.68	8,651,564.55	830,000.00	4,533,723.00	48,859.94	8,602,704.61	8,651,564.55

The above information is found to be true and correct.

Charles L. Still

 County Judge, Charles L. Still

Gaddis Lindsay

 Commissioner, Pct. 1, Gaddis Lindsay

Tommy Stanley

 Commissioner, Pct. 2, Tommy Stanley

Mark Jackson

 Commissioner, Pct. 3, Mark Jackson

Charles K. Thompson

 Commissioner, Pct. 4, Charles K. Thompson

INDEBTEDNESS

1991 CERTIFICATES OF OBLIGATION	0.00
1997 CERTIFICATES OF OBLIGATION	3,340,000.00
REFUNDING BONDS SERIES 1997	1,235,000.00
ROAD & BRIDGE #2/WHEEL LOADER	5,907.82
ROAD & BRIDGE #2/TRACTOR & MOWER	0.00
ROAD & BRIDGE #2/TRACTOR BACKHOE	13,045.53
ROAD & BRIDGE #2/MOTOR GRADER	88,081.69
ROAD & BRIDGE #1/TRACTOR & MOWER	12,408.59
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	33,729.55
ROAD & BRIDGE #1/MOTOR GRADER	89,023.36
BANK PROPERTY	198,687.88
TOTAL INDEBTEDNESS	5,015,884.42

(INVESTMENT REGISTER ON BACK)

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris

 Myra Harris, County Treasurer

FILED
 COUNTY CLERK
 98 JAN 13 AM 8:07
 1998

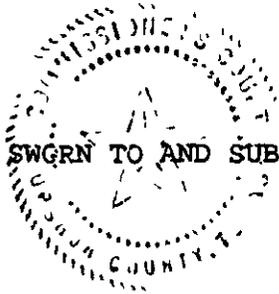
VOL 49 PG 645

UPSHUR COUNTY INVESTMENT ACTIVITY FOR DECEMBER 1997

ACCOUNT	CD#	AMOUNT	PURCHASED	% RATE	DAYS INVESTED	MATURITY	DECEMBER	INTEREST	
'97 JAIL EXPANSION	28195	3,000,000.00	12/30/97	5.91	62	03/02/98		0.00	
	28196	253,723.00	12/30/97	5.91	13	01/12/98		0.00	
	Total:	3,253,723.00					0.00	0.00	
AVAILABLE SCHOOL FUND	28065	118,085.28	10/28/97	5.71	90	01/26/98	554.19	1,126.86	
	Total:	118,085.28					554.19	1,126.86	
INSURANCE	28076	80,000.00	11/10/97	5.76	28	12/08/97	353.49	353.49	
	28132	100,000.00	11/26/97	5.82	26	12/22/97	414.58	414.58	
	28138	80,000.00	12/08/97	5.82	29	01/06/98		369.93	
	28201	50,000.00	12/31/97	5.91	36	02/05/98		0.00	
	28254	125,000.00	12/23/97	5.94	30	01/22/98		0.00	
Total:	435,000.00					768.07	1,138.00		
OPERATING	13045	500,000.00	02/05/97	5.52	369	02/09/98	2,273.41	6,896.19	
	28075	550,000.00	11/10/97	5.76	119	03/09/98	2,603.84	2,603.84	
	28107	500,000.00	10/31/97	5.71	119	02/27/98	2,424.79	4,771.37	
	28131	400,000.00	11/26/97	5.82	117	03/23/98	1,913.42	1,913.42	
	28139	400,000.00	12/08/97	5.82	126	04/13/98		1,977.21	
	28200	125,000.00	12/31/97	5.91	117	04/27/98		0.00	
	28253	500,000.00	12/23/97	6.81	12 Mo.	12/23/98		0.00	
	28763	175,000.00	07/14/97	5.70	147	12/08/97	655.89	2,322.94	
	28782	300,000.00	07/29/97	5.78	147	12/23/97	1,425.21	4,228.12	
	28800	500,000.00	08/11/97	5.83	154	01/12/98	2,395.89	7,267.53	
	28843	150,000.00	08/14/97	5.83	165	01/26/98	718.77	2,180.27	
	28874	175,000.00	08/29/97	5.77	116	12/23/97	829.93	2,489.81	
	28935	250,000.00	09/16/97	5.71	160	02/23/98	1,173.29	3,558.98	
	Total:	4,525,000.00					16,414.44	40,209.68	
PERMANENT SCHOOL FUND	29001	1,100,896.33	10/21/97	7.15	18 mo.	04/21/99	6,469.65	13,154.96	
Total:	1,100,896.33					6,469.65	13,154.96		
-----		-----		-----		-----		-----	
Total:	9,432,704.61					24,206.35	55,629.50		
-----		-----		-----		-----		-----	

THE STATE OF TEXAS)
COUNTY OF UPSHUR)

BEFORE ME, the undersigned authority, on this day personally appeared MYRA HARRIS, County Treasurer of Upshur County, who being by me duly sworn, upon oath, says that the within and foregoing report is true and correct.



Myra Harris, County Treasurer

SWORN TO AND SUBSCRIBED before me this 12th day of JANUARY, 1998.

Rex Shaw, Clerk
County Court, Upshur County, Texas

BEFORE ME REX SHAW, County Clerk, Upshur County, Texas, on this day personally appeared CHARLES L. STILL, County Judge; GADDIS LINDSEY, Commissioner, Precinct No. 1; TOMMY STANLEY, Commissioner Precinct No. 2; RICK JACKSON, Commissioner No. 3; and CHARLES K. THOMPSON, Commissioner No. 4, who after being duly sworn by me under their oath, that they have examined the foregoing County Treasurer's Report, of Upshur County, Texas, and find the same to be correct to the best of their knowledge and belief.

Charles L. Still
County Judge

C. K. Thompson
Commissioner, Precinct No. 3

Gaddis Lindsey
Commissioner, Precinct No. 1

Tommy Stanley
Commissioner, Precinct No. 4

Rick Jackson
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 12th day of JANUARY, A.D. 1998.

Rex Shaw
County Clerk, Upshur County, Texas

Submitted under the provision of the Local Government Code Section 114.026.

98 JAN 12 FILED 57
REX A SHAW
COUNTY CLERK

FILED
REX A SHAW
COUNTY CLERK
98 JAN 12 AM 11:41

VOL 49 PG 647

TREASURER'S QUARTERLY REPORT

BY MYRA HARRIS, COUNTY TREASURER

FROM OCTOBER 01 TO DECEMBER 31, 1997 INCLUSIVE

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	DEMAND BALANCE	INVESTMENTS	TOTAL DEPOSITS
Operating Fund	5,392,111.55	5,559,377.33	2,571,210.74	8,380,278.14	32,573.53	8,347,704.61	8,380,278.14
Insurance Account	345,446.18	230,623.59	312,873.70	263,196.07	8,196.07	255,000.00	263,196.07
IRC/125	6,346 4400	32,437.15	30,693.25	8,090.34	8,090.34	0.00	8,090.34
Insurance Clearing	0.00	183,848.38	183,848.38	0.00	0.00	0.00	0.00
TOTALS	5,743,904.17	6,006,286 45	3,098,626.07	8,651,564.55	48,859.94	8,602,704.61	8,651,564.55

LIST OF ALL SECURITIES AND INDEBTEDNESS

INDEBTEDNESS			C.D.'S		MATURITY DATE	DAYS
1997 CERTIFICATES OF OBLIGATION	3,340,000.00	UPSHUR COUNTY OPERATING CD#13045	500,000.00	5.52%	02/09/98	369
REFUNDING BONDS SERIES 1997	1,235,000.00	UPSHUR COUNTY OPERATING CD#28800	500,000.00	5.83%	01/12/98	154
ROAD & BRIDGE #2/WHEEL LOADER	5,907.82	UPSHUR COUNTY OPERATING CD#28843	150,000 00	5.83%	01/26/98	165
ROAD & BRIDGE #2/TRACTOR & MOWER	0.00	UPSHUR COUNTY OPERATING CD#28935	250,000.00	5.71%	02/23/98	160
ROAD & BRIDGE #2/TRACTOR BACKHOE	13,045 53	UPSHUR COUNTY OPERATING CD#28107	500,000.00	5.71%	02/27/98	119
ROAD & BRIDGE #2/MOTOR GRADER	88,081.69	UPSHUR COUNTY OPERATING CD#28075	550,000.00	5.76%	03/09/98	119
ROAD & BRIDGE #1/TRACTOR & MOWER	12,408 59	UPSHUR COUNTY OPERATING CD#28131	400,000.00	5.82%	03/23/98	117
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	33,729 55	UPSHUR COUNTY OPERATING CD#28139	400,000.00	5.82%	04/13/98	126
ROAD & BRIDGE #1/MOTOR GRADER	89,023.36	UPSHUR COUNTY OPERATING CD#28195	3,000,000.00	5.91%	03/02/98	62
BANK PROPERTY	198,687 88	UPSHUR COUNTY OPERATING CD#28196	253,723.00	5.91%	01/12/98	13
		UPSHUR COUNTY OPERATING CD#28200	125,000.00	5.91%	04/27/98	117
		UPSHUR COUNTY OPERATING CD#28253	500,000.00	6.81%	12/23/98	1YR
TOTAL INDEBTEDNESS	5,015,884.42	UPSHUR COUNTY PERMANENT SCHOOL CD#29001	1,100,896.33	7.15%	04/21/99	18MO
		UPSHUR COUNTY AVAILABLE SCHOOL CD#28065	118,058.28	5.71%	01/26/98	90
		UPSHUR COUNTY INSURANCE CD#28254	125,000.00	5.94%	01/22/98	30
		UPSHUR COUNTY INSURANCE CD#28138	80,000.00	5.82%	01/06/98	29
		UPSHUR COUNTY INSURANCE CD#28201	50,000 00	5.91%	02/05/98	36
		TOTAL INVESTMENTS	8,602,677.61			



SOUTHWEST SECURITIES

FINANCIAL ADVISORY CONTRACT

Honorable County Judge and Commissioners Court
of Upshur County, Texas
P. O. Box 790
Gilmer, Texas 75644

Gentlemen:

1. We understand that you contemplate the issuance of approximately \$3,000,000 Certificates of Obligation and that in connection with the authorization, issuance, sale and delivery of such certificates, you desire this proposal from us to perform professional services in the capacity of Financial Advisors for your County

2 By this proposal, we offer our professional services and our facilities as Financial Advisors and agree to perform the following duties normally performed by such advisors, and to perform such other duties as, in our judgment, may be necessary or advisable.

- a We will make a study of the debt structure of your County, the trend of the assessed valuation, its taxing power and the present and estimated future taxing power and the present and estimated future taxing requirements. If the revenues of a system or facility are to be pledged to repayment of the securities in question, the study will take into account any outstanding obligations which are payable from the net revenues thereof, additional net revenues to arise from any proposed rate increase and the additional net revenues as projected by your consulting engineers as a result of the improvements to be financed by these securities in question, and on the basis of such study, to devise and recommend for your approval, a plan of financing to cover the proposed certificates. Such plan shall include a maturity schedule and other terms and conditions, such as options of prior payment and the like, as will, in our opinion, result in the issuance of certificates under terms and conditions most advantageous to your County, consistent with a minimum effective interest rate
- b. We will assist you in obtaining competitive bids for services rendered from such other parties associated with the issuance, sale and delivery of the certificates
- c. We understand that you have retained, or expect to retain, Fulbright & Jaworski, Dallas, Texas, a firm of recognized municipal bond attorneys who will prepare the proceedings and advise the steps necessary to be taken in the bond election, if required, the legal issuance of the certificates, the final delivery of the certificates, and who will issue an opinion approving the legality of the certificates. The fee of said firm is to be paid by the County. We will maintain liaison with this firm of bond attorneys and shall assist in all the financial advisory aspects involved in the preparation of appropriate legal proceedings and documents

- d. If a bond election is required, we will assemble and transmit to the bond attorneys such data as may be required in the preparation of the necessary petitions, orders, resolutions, notices and certificates, and will assist your governing body in the expeditious handling thereof. We will arrange for the delivery to such official as you may designate such sets of election supplies including ballots as are required for each polling place. The cost of such supplies is to be paid by the County.
- e. We will assist in the preparation of an Official Statement or Prospectus containing official data and other information of the nature and to the extent ordinarily required in bidding on certificates of this type, all of which we are to furnish in a sufficient number of copies to permit mailing to prospective bidders, a list of which we agree to provide. The cost of printing such Official Statements is to be paid by the County.
- f. We will advise you of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions, so that the date for the sale of any certificates in the open market can be set at a time which, in our opinion, will be favorable.
- g. We agree to conduct and handle the sale and delivery of the certificates.
- h. We will assist you in negotiating the sale of the certificates to a local bank or other interested party, if appropriate, and coordinate the delivery of the certificates to such purchaser.
- i. We will arrange for the printing of the certificates with the cost to be paid by the County.

3. We will consult with you on the matter of bond ratings for the proposed issue and, when so instructed, will direct the preparation of such information, as in our opinion, is required for submission to the bond rating agencies. In case it is considered advisable for a personal presentation of information to the bond rating agencies, we will be available to accompany those representing the County to New York, New York for such presentation. All costs of such presentation, including any fees or charges of the rating agencies and the cost of travel by our representative, shall be at your expense.

4. If appropriate, we will direct the preparation of such information as, in our opinion, is required for submission to the municipal bond insurance companies for consideration to qualify the proposed issue for municipal bond insurance. The cost of such insurance is to be paid by the successful purchaser of the proposed issue.

5. We agree to direct and coordinate the entire program of financing herein contemplated and to assume and pay our own travel, communication and out-of-pocket expenses. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any local election expenses; nor shall it cover the cost of publication of notices in newspapers or other publication costs, the fees of the State of Texas Attorney General or the expenses of any litigation.

The Honorable County Judge and Commissioners Court
of Upshur County, Texas
Page 3

6. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that your County is to pay and we are to accept, a cash fee for such professional services in accordance with the fee schedule set forth below. Such fee shall become due and payable simultaneously with delivery of the certificates to the purchaser.

FEE SCHEDULE

IF THE AMOUNT OF BONDS DELIVERED TO PURCHASER IS:

<u>MORE THAN</u>	<u>AND NOT MORE THAN</u>	<u>THE FEE IS</u>	
<u>MINIMUM FEE</u>		<u>\$ 4,500</u>	
\$ 100,000	\$ 500,000	4,500	plus \$12.00 per \$1,000 for all over \$100,000
500,000	1,000,000	9,300	plus \$6.00 per \$1,000 for all over \$500,000
1,000,000	1,500,000	12,300	plus \$5.00 per \$1,000 for all over \$1,000,000
1,500,000	2,500,000	14,800	plus \$4.00 per \$1,000 for all over \$1,500,000
2,500,000	5,000,000	18,800	plus \$2.40 per \$1,000 for all over \$2,500,000
5,000,000	10,000,000	24,800	plus \$2.10 per \$1,000 for all over \$5,000,000
10,000,000	20,000,000	35,300	plus \$1.80 per \$1,000 for all over \$10,000,000
20,000,000	No Limit	53,300	plus \$1.40 per \$1,000 for all over \$20,000,000

7. In the event this proposed financing is not consummated, then the fee due us shall be nothing; however, should the same or similar proposition again be considered within thirty-six (36) months from the date hereof, then at our option, the agreement covered by this proposal shall apply to any securities authorized.

8. It is further understood and agreed that we reserve the right to submit a bid for any certificates offered for public sale.

9 This agreement shall be terminated by the delivery to the purchaser of the certificates covered hereby or by the elapse of thirty-six (36) months from date of your acceptance hereof, whichever shall first occur, however, should it be advisable to extend this contract, it is further understood that this may be done by mutual consent.

10 This proposal is submitted in duplicate, and when accepted by you it will constitute the entire agreement between your County and the undersigned for the purposes and considerations herein specified. Your acceptance will be indicated by the signature of your Judge, attested by your County Clerk on both copies, and returning one executed copy to us.

Respectfully submitted,

SOUTHWEST SECURITIES INCORPORATED

By Edward C Moore
Edward C Moore, Vice President

ACCEPTANCE

ACCEPTED pursuant to action adopted by the Commissions' Court of the County of Upshur, Texas, on this the 23rd day of September, 1997.



Ray Shaw
County Clerk

Chad S. Hill
County Judge

BY _____ AFFIDAVIT
93 JAN 13 AM 9:07
UPSHUR COUNTY, TX

VOL 49 PG 652

Claude Walker
P. O. Box 448
Big Sandy, Texas 75755
HM #
WK #

Velma Bell Clay
Rt. 1, Box 812
Gilmer, Texas 75644
HM #
WK #

Dennis Mark Friend
1716 W. Lake Drive
Gladewater, Texas 75647
HM #
WK #

RECEIVED
COMMUNICATIONS SECTION
58 JAN 14 PM 1:01
L. S. L. S. L. S.
BY _____
PRIORITY

BID

VOL 49 PG 653

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO. UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of R-52976-UNDIVIDED 1/2 interest 52.15 acres (Description) (Cause #) and R# or N# and included a cashiers check or money order equal to 10% of the bid amount Non-refundable if bid is accepted

BID AMOUNT \$ 7170⁰⁰

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale The data reflected in the advertisement is for information only All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis

It is understood and agreed that my bid will be returned if my bid is not accepted The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the U.S. mail on or before 30 days from the date my bid is rejected

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited

The successful bidder is also required to submit a \$21.00 deposit to be applied to filing fees for new deed

"The Entities" reserve the right to reject any and all Bids

"The Entities" will not provide a title policy

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property

FILED
REX A. SHAW
COUNTY CLERK
98 JAN 12 PM 12:58
L. W. COOK, JR.
BY _____

VOL 49 PG 654

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to whether or not the property so advertised can be utilized for any purpose. It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired.

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur County for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County

SIGNATURE Waylon Morgan
PRINT NAME WAYLON S. MORGAN
ADDRESS PO BOX 1079
CITY Lone Star STATE Texas ZIP 75668
TELEPHONE (903) 968-2791
Social Security # 453 62 7625

Please print name(s) to appear on the deed if different than above

WAYLON S. MORGAN

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

BID

VOL 49 PG 655

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of

72 IN Tax 1 in 52.15 Acre John Yery ^{Sur. (Simon McCall)} (Description)
(Cause #) and R# or N# and included a cashiers check or money order equal
to 10% of the bid amount Non-refundable if bid is accepted

BID AMOUNT \$ 4001.00

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale The data reflected in the advertisement is for information only All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis

It is understood and agreed that my bid will be returned if my bid is not accepted The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the U.S. mail on or before 30 days from the date my bid is rejected

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited

The successful bidder is also required to submit a \$21.00 deposit to be applied to filing fees for new deed

"The Entities" reserve the right to reject any and all Bids

"The Entities" will not provide a title policy

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property.

VOL 49 PG 656

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose. It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired.

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur County for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County.

SIGNATURE *Linda Skipter*
 PRINT NAME *Sheila Loe & Linda Skipter*
 ADDRESS *P.O. Box 875461*
 CITY *Wasilla* STATE *Alaska* ZIP *99687*
 TELEPHONE () _____
 Social Security # *457-84-6272*

Please print name(s) to appear on the deed if different than above.

Linda Skipter & Sheila Loe

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

Sheila Loe
(Sheila Loe)

FILED
REX
CO
98 JAN 12 PM 12:58
CLERK OF EX.

P.O. Box 875461
Wasilla, AK (Alaska)
99687

RESOLUTION NO. _____

WHEREAS, Commissioners Court of Upshur, Texas has become the owner of certain real property (see attached) by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 995

County of Upshur vs ETHELL McGILL, ET AL

WHEREAS, a potential buyer of the property has come forward and
WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE
Commissioners Court of the County of Upshur, Texas
That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to :

WAYLON S. MORGAN
P O BOX 1079
LONE STAR, TX 75668

For and in consideration of the cash sum of \$ 7,170.00, said \$ 7,170.00 to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____,

Charles Smith
County Judge
(Seal)

Attest: Secretary

Gaddis Lindsey
Commissioner Prec. 1
Tommy Stanley
Commissioner Prec. 2
W. H. [unclear]
Commissioner Prec. 3
Chris [unclear]
Commissioner Prec. 4

FILED
REX A. SHAW
COUNTY CLERK
98 JUN 12 PM 12:58
LONE STAR, TX

VOL. 49 PG 658

BID

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of
1301 W Tyler St. 0.72 Acre Approx. Lumberco Grant ^{Abst.} (Description)
(Cause #) and R# or N# and included a cashiers check or money order equal
to 10% of the bid amount Non-refundable if bid is accepted.

BID AMOUNT \$ 21,000.00

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale. The data reflected in the advertisement is for information only. All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis.

It is understood and agreed that my bid will be returned if my bid is not accepted. The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the US mail on or before 30 days from the date my bid is rejected.

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited.

The successful bidder is also required to submit a \$21.00 deposit to be applied to filing fees for new deed.

"The Entities" reserve the right to reject any and all Bids.

"The Entities" will not provide a title policy.

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property.

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur County for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgements or tax delinquencies in Upshur County

SIGNATURE Ernest Flippo
 PRINT NAME Ernest Flippo
 ADDRESS 1009 Dogwood
 CITY Gilmer STATE Tx. ZIP 75644
 TELEPHONE (903) 843-2676
 Social Security # 459-88-2245

Please print name(s) to appear on the deed if different than above.

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

FILED
 REC'D & STAMP
 COPY
 98 JAN 12 PM 12:58
 UPSHUR COUNTY, TX.
 DEPUTY

VOL. 49 PG 660

RESOLUTION NO. _____

WHEREAS, Commissioners Court of Upshur _____, Texas has become the owner of certain real property (see attached) by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 96-57TX _____

County of Upshur _____ vs VERNON NOBLES _____

WHEREAS, a potential buyer of the property has come forward and
WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW THEREFORE BE IT RESOLVED BY THE
Commissioners Court of the County of Upshur _____, Texas
That the County Judge be and is hereby directed and authorized to execute the deed and any and all documents necessary to convey the hereinabove described real property to :

ERNEST FLIPPO
1009 DOGWOOD
GILMER, TX 75644

For and in consideration of the cash sum of \$ 21,000.00 _____, said \$ 21,000.00 _____ to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the _____ day of _____,

Chad S. Sale
County Judge
(Seal)

Attest: Secretary

Gaddes Sunday
Commissioner Prec. 1
Tommy Starks
Commissioner Prec. 2
[Signature]
Commissioner Prec. 3
[Signature]
Commissioner Prec. 4

VOL. 49 PG. 6661

BID

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGEMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I HEREBY SUBMIT MY BID FOR THE PURCHASE OF

4 acres Red Cedar (DESCRIPTION) D. HOOPER SURV.

(CAUSE #) AND R# OR N# AND INCLUDED A CASHIERS CHECK OR MONEY ORDER EQUAL TO 10% OF THE BID AMOUNT. NON REFUNDABLE IF BID IS ACCEPTED.

BID AMOUNT \$ 1206.00

GENERAL CONDITIONS FOR BIDS

READ CAREFULLY

THE LAND AND/OR IMPROVEMENTS DESCRIBED ABOVE SHALL HEREINAFTER BE REFERRED TO AS "THE PROPERTY"

THE DEEDS TO THESE PROPERTIES WILL CONTAIN AN ACKNOWLEDGEMENT THAT THE PROPERTY IS SUBJECT TO THE PRIOR OWNERS' RIGHT OF REDEMPTION, IF ANY, AND THAT PROPERTY IS BEING PURCHASED "AS IS" AND "WITH ALL FAULTS" AND "THE ENTITIES" HAVE NO RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY AND ALL SALES ARE MADE WITHOUT WARRANTY, EXPRESSED OR IMPLIED.

THE UPSHUR COUNTY TAX OFFICE ASSUMES NO RESPONSIBILITY AS TO THE ACCURACY OF ANY FACT RELATING TO THE PROPERTY FOR SALE. THE DATA REFLECTED IN THE ADVERTISEMENT IS FOR INFORMATION ONLY. ALL SALES ARE "AS IS" TO THE SUCCESSFUL BIDDER ON A "BUYER BEWARE" BASIS.

IT IS UNDERSTOOD AND AGREED THAT MY BID WILL BE RETURNED IF MY BID IS NOT ACCEPTED. THE UPSHUR COUNTY TAX OFFICE'S RESPONSIBILITY TO RETURN MY BID TO ME SHALL EXTEND ONLY TO DEPOSITING SAME IN THE U. S. MAIL ON OR BEFORE 30 DAYS FROM THE DATE MY BID IS REJECTED.

FILED
REX J. SHAW
COUNTY CLERK
98 JAN 12 PM 12:58
UPSHUR COUNTY, TX.
BY _____
AGENCY

VOL. 49 PG. 662

DEC 30 REC'D

"THE ENTITIES" RESERVE THE RIGHT TO REJECT ANY AND ALL BIDS.

"THE ENTITIES" WILL NOT PROVIDE A TITLE POLICY.

THE UPSHUR COUNTY TAX OFFICE MAKES NO REPRESENTATIONS OF ANY NATURE REGARDING THE PROPERTY, AND THIS AGREEMENT REPRESENTS THE SOLE RESPONSIBILITY OF THE UPSHUR COUNTY TAX OFFICE REGARDING THIS PROPERTY.

IF MY BID IS ACCEPTED, THE UPSHUR COUNTY TAX OFFICE ACCEPTS NO RESPONSIBILITY FOR ANY MISREPRESENTATIONS, FAILURES OF DISCLOSURE, ERRORS OR OTHER NEGLIGENT OR WRONGFUL ACTS OCCURRING IN THE CONTEXT OF OR PERTAINING TO THE CLOSING OF THIS TRANSACTION.

THE UPSHUR COUNTY TAX OFFICE, BY ADVERTISING THIS PROPERTY, MAKES NO WARRANTY CONCERNING ZONING OR AS TO WHETHER OR NOT THE PROPERTY SO ADVERTISED CAN BE UTILIZED FOR ANY PURPOSE. IT WILL, THEREFORE, BE THE RESPONSIBILITY OF THE BIDDER TO EXAMINE ALL APPLICABLE BUILDING CODES AND ORDINANCES TO DETERMINE THAT THE PROPERTY IN QUESTION CAN BE USED FOR THE PURPOSES DESIRED.

BY ENTERING INTO THIS AGREEMENT, I HEREBY WAIVE ANY RIGHTS I MAY EITHER NOW OR IN THE FUTURE TO UNDERTAKE ANY LEGAL ACTION AGAINST UPSHUR COUNTY FOR FAILURE OF THE UPSHUR COUNTY TAX OFFICE TO PROPERLY ADVERTISE OR NOTICE THE SALE OF THE PROPERTY OR TO PROPERLY CONDUCT THE SALE OF THIS PROPERTY.

I CERTIFY THAT I HAVE NO OUTSTANDING TAX JUDGEMENTS OR TAX DELINQUENCIES IN UPSHUR COUNTY.

SIGNATURE

Gene Jacobs

PRINT NAME

GENE JACOBS

ADDRESS

RT2 Box 14B

CITY

DANGERFIELD STATE

TX.

ZIP

75638

TELEPHONE

(903) 695-5192

SOCIAL SECURITY #

461-68-0307

PLEASE PRINT NAME(S) TO APPEAR ON DEED IF DIFFERENT THAN ABOVE:

Gene Jacobs & Linda Skimpke

ALL BIDS MUST BE SIGNED BY HAND

FOR ADDITIONAL INFORMATION CALL:
UPSHUR COUNTY TAX OFFICE
903-843-3089

FILED
REC'D
COUNTY CLERK
98 JAN 12 11:58 AM

BID

VOL 49 PG 1663

ALL SALES ARE SUBJECT TO APPROVAL BY ALL JURISDICTIONS WITH TAX JUDGMENTS AGAINST THE PROPERTY.

TO: UPSHUR COUNTY TAX OFFICE

I hereby submit my bid for the purchase of Tract 13 Phase 5 lots 420, 421, + 422 (Description) (Cause #) and R# or N# and included a cashiers check or money order equal to 10% of the bid amount Non-refundable if bid is accepted

BID AMOUNT \$ 1,900.00

General Conditions for Bids
READ CAREFULLY

The land and/or improvements described above shall hereinafter be referred to as "the property"

The Deeds to these properties will contain an acknowledgment that the property is subject to the prior owners' right of redemption, if any, and that property is being purchased "as is" and "with all faults" and "The Entities" have no responsibility for the condition of the property and all sales are made without warranty, expressed or implied

The Upshur County Tax Office assumes no responsibility as to the accuracy of any fact relating to the property for sale The data reflected in the advertisement is for information only All sales are "as is" to the successful Bidder on a "BUYER BEWARE" basis

It is understood and agreed that my bid will be returned if my bid is not accepted The Upshur County Tax Office's responsibility to return my deposit to me shall extend only to depositing same in the US mail on or before 30 days from the date my bid is rejected

The balance due shall be paid by the successful bidder within 30 days of acceptance by the last jurisdiction or deposit may be forfeited

The successful bidder is also required to submit a \$21.00 deposit to be applied to filing fees for new deed

"The Entities" reserve the right to reject any and all Bids

"The Entities" will not provide a title policy

The Upshur County Tax Office makes no representations of any nature regarding the property, and this agreement represents the sole responsibility of the Upshur County Tax Office regarding this property

FILED
REX A. STEIN
COUNTY CLERK
98 JAN 12 PM 12:58
UPSHUR COUNTY, VA

VOL 49 pg 1664

If my bid is accepted, the Upshur County Tax Office accepts no responsibility for any misrepresentations, failures of disclosure, errors or other negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction.

The Upshur County Tax Office, by advertising this property, makes no warranty concerning zoning or as to weather or not the property so advertised can be utilized for any purpose. It will therefore, be the responsibility of the bidder to examine all applicable building codes and ordinances to determine that the property in question can be used for the purposes desired.

By entering into this agreement, I hereby waive any rights I may have either now or in the future, to undertake any legal action against Upshur County for the failure of the Upshur County Tax Office to properly advertise or notice the sale of the property or to properly conduct the sale of this property.

I certify that I have no outstanding tax judgments or tax delinquencies in Upshur County.

SIGNATURE Jerrie Dian Ely
PRINT NAME Jerrie Dian Ely
ADDRESS PO Box 7227
CITY Coloan Springs STATE CO ZIP 80970-5275
TELEPHONE (719) 529-1523 (H# Jerrie Dian Ely 903) 734-6258
Social Security # 449 21 0160

Please print name(s) to appear on the deed if different than above:

ALL BIDS MUST BE SIGNED BY HAND
FOR ADDITIONAL INFORMATION, CALL
UPSHUR COUNTY TAX OFFICE
(903) 843-3088

RECEIVED
98 JUN 12 PM 12:58
BY _____

Model 13 Morbark chipper
Bid Specifications

1. Caterpillar 3054T Diesel engine 108 H.P.
2. Electric Brake System
3. Air Cleaner Indicator
4. Automatic Feed System
5. Telescoping Tongue

1-New Model 13 Morbark chipper \$23,313.92

45 to 55 Days Delivery

North Texas Equipment
RT 1 Box 104-G Justin TX 76247
Victor Pope Sales

VOL. 49 PG. 666

Model 2400 Morbark chipper
Bid Specifications

1. Caterpillar 3054T Diesel engine 108 H-P
2. Air cleaner Indicator
3. Automatic Feed System
4. Telescoping Tongue
5. Electric Brake System.

1-New Model 2400 morbark chipper \$ 27,898.24

45 to 55 Day Delivery

North Texas Equipment

RT 1 Box 104-G Justin TX 76247

Victor Pope Sales

Model 13 Morbark Chipper
Bid Specifications

1. John Deere 4045TF Turbo Diesel engine 100-H.P.
2. Electric Brake System
3. Air Cleaner Indicator
4. Automatic Feed System
5. Telescoping Tongue

1-New Model 13 Morbark # 24,068.47

45 to 55 Days Delivery

North Texas Equipment
RT 1 Box 104-G Justin TX 76247

Victor Page Sale

Vol. 49 PG 668

Model 2400 Morbark chipper

Bid Specifications

1. John Deere 4045TF Turbo Diesel engine 115 H-P
2. Air Cleaner Indicator
3. Automatic Feed System
4. Telescoping Tongue
5. Electric Brake System

1-New Model 2400 Morbark chipper \$28,926.31

45 to 55 Days Delivery

North Texas Equipment

RT 1 Box 104-G Justin TX 76247

Victor Pope Sales

Model 2100D Morbark chipper
Bid Specifications

VOL 49 PG 669

1. Caterpillar 3054T Diesel engine = 108 H-P
2. Automatic Feed System

1-New Model 2100D Morbark chipper \$22,314.15
45 to 55 Days Delivery

FILED
REXINGTON
COUNTY
98 JAN 12 PM 12:58
Clerk of Court
BY

North Texas Equipment
RT 1 Box 104-G Justin TX 76247
Linda Pope Sales

December 22, 1997

Vermeer Equipment of Texas, Inc.
Glen Tharp
Rt 2, Box 228
Big Sandy, TX 75755

Upshur County
Judge and Commissioners
P O Box 730
Gilmer, TX 75644

Thank you all for allowing me to participate in bidding a brush chipper to Upshur County.

I am bidding Vermeer 12" and 18" brush chippers with diesel engines. The chippers are equipped with lights, safety chains, tongue jack, PTO clutch, hourmeter, tires, electric brakes, and spare set of knives

1230 B/C Perkins Diesel 81 hp, with Pintle hitch and 24" tongue extension and Auto Feed	\$18,896.00
1230 B/C 102 hp Turbo Perkins Diesel with Pintle hitch and 24" tongue extension and Auto Feed	\$20,161.00
1250 B/C Perkins Diesel 81 hp, with Pintle hitch and Auto Feed <i>100</i>	\$21,036.00
1800 B/C 109 hp Turbo Perkins Diesel with Pintle hitch	\$26,065.00
1800 B/C 116 hp Cummins Diesel with Pintle hitch	\$28,878.00
1800 B/C 115 hp John Deere Diesel with Pintle hitch.	\$28,878.00

These units have one year parts and labor warranty, and they are brand new unused units

Delivery 2-30 days Net

Thanks,

Glen Tharp
Glen Tharp

FILED
REX A. SHAW
COUNTY CLERK
98 JAN 12 PM 12:59
L. S. C. C. T. T. T.
BY _____
FERRY

**POSTON
EQUIPMENT
SALES INC**

December 17, 1997

VOL. 49 PG 671

Mr. G. Lindsey
County Judges Office - Upshur County
P.O. Box 730
Gilmer, Texas 75644

**Proposal for New Brush Chipper
12" Max. Limb Diameter Capacity**

(1) New Bandit Model 250 XP chipper, with 100 hp turbo charged
4045TF-150 John Deere diesel engine. All Standard equipment plus
auto feed and 30" long folding infeed tray options.

\$20,400.00
(for 113 hp turbo charged Perkins 4.40 diesel engine - deduct \$440.00)

Choice of ring or ball hitch.

Choice of four standard colors: White, Orange, Green or Cat Yellow.

Delivery 4-7 Weeks.

Price includes factory freight, delivery, start up and safety training.

Thank you,



**Bill Poston - President
POSTON EQUIPMENT SALES, INC.**

13016 O'DAY ROAD
PEARLAND, TEXAS
77581-7224
(281) 997-7500
(800) 243-6008
FAX (281) 997-7822

FILED
REX
CO
98 JAN 12 PM 12:57
BY _____
CLERK

Houston • Dallas • Baton Rouge

December 17, 1997

Mr. G. Lindsey
County Judges Office - Upshur County
P.O. Box 730
Gilmer, Texas 75644

**Proposal for New Brush Chipper
18" Max. Limb Diameter Capacity**

(1) New Bandit Model 280 XP chipper, with 113 hp. turbo charged Perkins diesel, all standard equipment plus auto feed and 30" long infeed tray options.

\$24,470.00

For 125 hp John Deere Diesel -	add	\$1,630.00
For 130 hp Cummins Diesel -	add	\$1,775.00

Choice of ring or ball hitch.

Choice of colors: White, Orange, Green or Cat Yellow.

Delivery 6-8 weeks.

Price includes factory freight, delivery, start up and safety training.

Thank You,



Bill Poston - President
POSTON EQUIPMENT SALES, INC.

13016 O'DAY ROAD
PEARLAND, TEXAS
77581-7224
(281) 997-7500
(800) 243-6008
FAX (281) 997-7822

Houston • Dallas • Baton Rouge

843-5889

VOL. 49 PG. 673

UPSHUR COUNTY CHILD PROTECTION BOARD
P.O. Box 1155 Gilmer, Texas 75644

Upshur County Commissioner's Court
Gilmer, Texas 75644

Dear Commissioners,

The members of this Board would like to submit the name of Mrs. Jerie Wakeland as consideration as a Board member. Our representative from Gladewater, Wanda Marlowe, has made the recommendation. With her approval, the Board will still need one more member to complete its 15 member capacity. As we stated before, we are trying to secure the very best people we can who want to work with us and feel they have the time to donate to this cause.

Thank you again for your continued support and we do wish all of you a very Happy New Year.

Sincerely,

Joyce Powell
Joyce Powell
Chairperson

Jerie Wakeland
1022 Chevy Chase
Gladewater, Texas

VOL 49 PG 2674

INTERLOCAL PARTICIPATION AGREEMENT

FILED
REX A. SHAW
CLERK

98 JAN 13 AM 8:07

UPSHUR COUNTY, TX

FOR

TEXAS ASSOCIATION OF COUNTIES

BY _____ DEPUTY

WORKERS' COMPENSATION SELF-INSURANCE FUND

This agreement, entered into between the Texas Association of Counties Workers' Compensation Self-Insurance Fund (hereinafter called "Fund") and Upshur County (hereinafter called "Member") shall be effective as of the date hereinafter shown

RECITALS

WHEREAS, the Fund is sponsored by the Texas Association of Counties (hereinafter called "TAC"), and the Fund was created to provide workers' compensation coverage for its Members pursuant to the provisions of Chapter 504, *Labor Code, V.T.C.A.*, Article 715c, *Rev Civ Stat Ann*, and Chapter 791, *Government Code, V.T.C.A.*, and

WHEREAS, in consideration of other Member counties and political subdivisions executing other interlocal participation agreements with the Fund, which need not be identical in form or content and in consideration of the provision of a plan of pooled self-insurance, as authorized in the above-referenced statutes, to obtain workers' compensation coverage through the economical method of pooled self-insurance, and

WHEREAS, Member, a Texas political subdivision, desires to take advantage of the benefits made available through the Fund, and

WHEREAS, the parties recognize that the Fund is a Workers' Compensation self-insurance fund authorized by statute and the coverage provided is not considered and does not constitute insurance under any Texas law, including the Texas Insurance Code nor under the common law,

NOW, THEREFORE, it is Agreed and Understood among the parties as follows

W/C Board Approved 11/25/97
LGL

SECTION 1

VOL 49 PG 675

PARTICIPATION

1 01 Agreement to Participate

Fund Member hereby contracts to become a member of the Fund. THIS IS NOT A CONTRACT OF INSURANCE and Member does not and cannot hereby elect to create any contract of insurance.

1 02 Term of Agreement

The term of this Agreement shall commence on the 1st day of January, 1998, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties other than the acceptance of any amendments to the coverage contract and rates. Either party may elect not to renew this Agreement by giving written notice at least thirty (30) days prior to the end of the original term or any renewal term.

1 03 Termination of Agreement

This Agreement may be terminated by either party by giving sixty (60) days written notice of intent to terminate the Agreement to the other party. Any notice of intent to terminate must be delivered by deposit in the U. S. Mail, certified, return receipt requested. The Fund may, in its discretion, permit any Member, upon Member's written request, to terminate the Agreement by giving to the Fund written notice of not less than sixty (60) days. The Fund may terminate the Fund Member with immediate effect for non-compliance with the provisions of this agreement or the bylaws of the Fund.

SECTION 2

ADMINISTRATION

2 01 Fund Administrator

The Texas Association of Counties (hereinafter referred to as "TAC") or its designee, is the administrator of the Fund. All communications and correspondence relative to the Fund shall be addressed unless notified of a change of address, to TAC as follows:

Texas Association of Counties
Workers' Compensation Self-Insurance Fund
P O Box 2131
Austin, Texas 78768

W C Board Approved 11.25.97

LGL

SECTION 3

MEMBER CONTRIBUTION

3 01 Annual Estimated Payroll

An annual estimated payroll, by payroll classifications of the Fund Member, shall be submitted by the Fund Member to TAC no later than sixty (60) days prior to the first day of the Fund year. It is understood that the annual estimate shall be adjusted at the end of each Fund year to reflect the actual payroll on the books of the Fund Member. The Fund year shall be from January 1 to December 31.

3 02 Contribution determination

The Fund Member agrees to pay into the Fund a contribution amount determined in accordance with subparagraph (a) or (b), and (c) as follows:

(a) the contribution amount shall be equal to the premium payable as a manual premium for a workers' compensation insurance policy except as modified hereunder. The manual premium shall be computed by using as a guide the rates promulgated and payroll classifications established for use in workers' compensation insurance by the Texas Department of Insurance. The amount adduced using the above formula shall be modified by the "experience modifier", computed in accordance with the Texas Experience Rating Plan Manual or other experience rating plan approved by the Board, applicable to the Fund Member. An initial experience modifier shall be applicable, if the Fund Member previously was insured by a policy of workers' compensation insurance and earned an "experience modifier" for the current policy year. The "initial experience modifier", if applicable to the Fund Member, shall be the same as the "experience modifier" earned while insured under a policy of workers' compensation insurance. Should the Fund Member not have earned an "experience modifier", the premium produced by using the rates promulgated and payroll classifications established by the Texas Department of Insurance shall be the annual amount of contribution due and payable to the Fund until an "experience modifier" is earned. If an experience modifier has not been earned, the Fund, using the prospective Fund Member's loss experience and payroll exposure data on file with the Texas Department of Insurance, may compute a modifier in accordance with the Experience Rating Plan Manual or other plan as approved by the Board. Should the Fund Member not have earned an experience modifier and verifiable loss/payroll data is not available to calculate one, the premium produced by using the rate promulgated and payroll classifications established by the Texas Department of Insurance shall be the amount of contribution due and payable to the Fund.

(b) The Fund may, at any time, as an alternative method of determining the contribution amount, adopt a rate plan based upon the experience of the Fund and/or its members, or upon other factors.

(c) Once the annual amount of contribution due is determined less any TAC discount, if applicable, the Fund Member shall pay such amount in advance quarterly, with the four (4) payments due upon receipt of invoices. It is understood by the Fund Member that the annual payment of contributions may be altered on an interim basis as a result of increased benefit levels mandated pursuant to the Texas Workers' Compensation Act or other adjustments in the law.

If the contribution amount is determined under subparagraph (a) herein, any alteration of the annual amount of contributions shall be predicated on the rates and payroll classifications of the Texas Department of Insurance. All contributions due hereunder shall be payable to the Fund at the offices of TAC

3 03 Estimated Contribution

The estimated annual amount of contribution for the Fund Members shall be based upon payroll estimates and shall be payable as provided in No. 4 above. At the end of each and every Fund year there shall be submitted by the Fund Member actual payrolls as reflected by the books and records of the Fund Member. Actual payrolls shall be submitted no later than thirty (30) days after the end of the Fund year. Any additional amounts of contribution payable shall be billed and overpayment adjusted by refund to the Fund Member. The Fund reserves the right to audit the payroll records of any Fund Member.

3 04 Experience Modifier

The Fund shall calculate and furnish each Fund Member its individual experience modifier, when earned, in accordance with the provisions of the applicable experience rating plan as approved by the Board.

3 05 Department Rates as Guide

In order to have an orderly and well understood basis for contributions to the Fund, unless another plan is adopted by the Fund's Board of Trustees under the Fund Bylaws, the current plans and further amendments with respect to workers' compensation rates and premiums of the Texas Department of Insurance are hereby adopted as a guide, but by such adoption it is recognized that the rating structure promulgated by the Texas Department of Insurance is not applicable to self-insurance, and there is no intention to bestow rating authority over this plan of self-insurance upon the Texas Department of Insurance. Any reference at any time in this contract to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not to be construed as

being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation, such as, but not limited to, reference to the term "reinsurance".

SECTION 4
REINSURANCE

4.01 Provision of Reinsurance

The Fund agrees that it shall endeavor to maintain an aggregate stop loss reinsurance treaty and/or reserves sufficient to assure that the incurred, fully developed losses and expenses for the total Fund shall not exceed the contributions paid and payable by the Fund Members into this Fund. The Fund Member has no joint or several liability other than the maximum annual contribution payable by the Fund Member. Any savings to the Fund resulting from overall loss experience shall be available for dividend credit, or other appropriate use for the benefit of the Members, as determined by the Board of Trustees (hereinafter referred to as "Board") from time to time. The Fund shall invest any and all funds that are on deposit with the Fund and the investment earnings from these particular funds shall be used for the benefit of the Fund Members until such time as the Board deems that it is financially feasible to declare dividends or make other appropriate use for the benefit of the Members.

The Fund may provide for reinsurance of the Fund itself at a level to be determined by the Fund Board of Trustees in their sole discretion. The participation of the Fund Member shall at all times be on a nonassessable basis beyond the annual amount of contribution.

SECTION 5
SAFETY

5.01 Regulations, Inspections and Reports

The undersigned Fund Member agrees to cooperate in instituting any and all reasonable safety regulations that may be recommended for the purpose of eliminating or minimizing hazards that may contribute to the workers' compensation losses. In the event that the recommendations submitted by the Fund seem unreasonable, the Fund Member has a right to appeal to the Board of Trustees. Fund Member agrees to comply with any safety program adopted by the Board of Trustees which is in accordance with any standard recognized nationally or statewide. Fund Member hereby consents to safety inspections to be made by Fund, and the making of written reports of Fund's findings to Fund Member and the State Workers' Compensation Commission or other relevant State agency. Fund Member hereby agrees to hold Fund harmless from any liability which

may arise as a result of any such report if such report is prepared pursuant to the request of any state or federal agency. Such safety inspections are for the benefit of the Fund exclusively, and not for Fund Member. Such safety inspections shall not relieve Fund Member of any duty it has under law to provide safety inspections.

SECTION 6

MEMBER'S FUND COORDINATOR

6 01 Appointment and Notices

The Fund Member agrees to appoint a workers' compensation coordinator for the Fund Member and that the Fund and TAC shall not be required to contact any other individual except this one person. Any notice to, or any agreements with, the workers' compensation coordinator shall be binding upon the Fund Member. The Fund Member reserves the right to change the coordinator from time to time by giving written notice to the Fund and to TAC.

SECTION 7

CLAIMS FUNCTIONS

7 01 Claims Administration

The Fund agrees to administer the payment, settlement and denial of, as appropriate, any and all claims for workers' compensation benefits after the notice of injury has been given, to prepare all forms required of the Fund by the relevant state agency, and to provide a defense. The Fund shall carry on all negotiations with the injured employee or such employee's attorney throughout all administrative and legal proceedings. If a personal appearance by employer or co-employee is necessary, the expense of this appearance shall be paid by the Fund Member. The Fund shall retain and supervise legal counsel in behalf of and at the expense of the Fund necessary for the prosecution or defense of any workers' compensation litigation. There will be safety engineering services provided by or arranged by the Fund for the Fund Members to assist them in following a plan of loss control that may result in reduced losses. TAC or its designee shall provide all of the services and perform the duties of the Fund under this contract as provided in a service contract entered into by and between TAC or its designee and the Fund on behalf of the Fund Member.

7.02 Claims Information

There shall be supplied to each Fund Member timely computer printouts involving a statement of claims, claims status, and activity reports cumulative for each Fund year.

SECTION 8

AUTHORIZATIONS

8.01 Rating Forms and Data

The Fund Member agrees to execute necessary authorization forms permitting the Fund and TAC to obtain from the Texas Department of Insurance the experience rating modification for the Fund Member if the Fund Member previously carried workers' compensation insurance. Upon any contract termination (or nonrenewal), the Fund Member agrees that the Fund may file with the relevant State Agency loss and payroll data pertaining to the Fund Member as used to develop experience and modification.

SECTION 9

SUITS FOR BENEFITS

9.01 Defense and Settlement

The undersigned Fund Member does hereby agree that any suits brought by one of its employees for benefits pursuant to the provisions of Chapter 504, *Labor Code, V T C A*, shall be defended in the name of the county by the counsel selected by the Fund. Full cooperation shall be extended to supply any information needed or helpful in such defense. The prerogative to settle, defend, or appeal such suits shall rest solely with the Fund with the advice of the Commissioners' Court or other appropriate governing body, if warranted, and, in accordance with usual procedures in the insurance industry in the settlement of workers' compensation claims.

SECTION 10

FORWARDING DOCUMENTS TO FUND

10.01 Obligation to Promptly Forward Documents

The Fund Member agrees to promptly forward to the Fund or its designee all documents (or copies if appropriate) in its possession which are relevant to any workers' compensation claim to be handled by the Fund. The Fund Member further agrees to promptly forward to the Fund or its designee all documents (or copies if appropriate) in

its possession which relate to any claim, lawsuit or proceeding brought by any third party, if the claim, lawsuit or proceeding concerns or involves the Fund Member's workers' compensation coverage under this Interlocal Participation Agreement.

SECTION 11

BYLAWS AND BYLAWS AMENDMENTS

11 01 Bylaws and Changes to Bylaws Binding

The Fund Member agrees to abide by the Bylaws of the Fund as adopted by the Board of Directors of the Texas Association of Counties. Any amendment to the Bylaws shall become binding on Fund Member upon its adoption unless it is in direct conflict with specific vested rights of Fund Member. The provisions of any amendment which alter accrued rights of a Member under this contract shall be effective on the tenth (10th) day after written notice of the provision has been served on Member, or otherwise as the parties may agree. If Fund Member objects to change affecting existing rights, Member may appeal the matter to the Board within ten (10) days of receipt of the notice. The effective date of the proposed change shall then be abated pending resolution of the matter by the Board.

SECTION 12

AUDITS

12.01 Fund Arrangement for Annual Audit

The Fund shall be annually audited by a certified public accounting firm, as arranged by the Fund.

SECTION 13

EXTENT OF COVERAGE

13 01 Coverage only for Benefits

The Fund Member agrees that it, and not the Fund, is responsible for any liabilities or payments in excess of the benefits regularly provided by the workers' compensation law, including, but not limited to, those incurred where the Fund Member discharges, coerces or otherwise discriminates against any employee in violation of the workers' compensation law, and nothing herein shall be construed to create an obligation of the Fund to provide a defense to claims or allegations of such violations in a lawsuit.

SECTION 14

FAILURE OF PAYMENT

14.01 Suit Upon Failure to Pay

Should the Fund Member fail to make the required quarterly payment hereunder, this Interlocal Participation Agreement may be cancelled or suit may be brought to collect any outstanding contributions due and payable to the Fund. The Fund Member agrees that in such a suit, Fund shall be entitled to reasonable attorney's fees, plus court costs.

14.02 Termination Upon Failure to Pay

In the event that the Fund Member fails or refuses to make the payments of contributions as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all contributions that are earned pro-rata for the period preceding contract termination. If the Fund Member is terminated hereunder, the Fund Member shall not be entitled to any dividends developed and payable or that may become developed and declared for any period prior to the termination.

SECTION 15

AMENDMENT OF THIS AGREEMENT

15 01 Amendment by Agreement or Other Provisions

This Agreement shall not be amended or modified other than in a written agreement signed by the parties, or as otherwise provided under this Agreement.

SECTION 16

MISCELLANEOUS

16.01 Eligibility of Fund Member

The Fund may permit membership of any entity authorized by statute to participate in the Fund.

16 02 Applicable Law

This Agreement is entered into, and executed and is totally performable in the State of Texas, County of Travis, and all questions pertaining to its validity or construction shall be determined in accordance with the laws of the State of Texas.

16.03 Acts of Forbearance

No act of forbearance on the part of either party to enforce any of the provisions of this Agreement shall be construed as a modification of this Agreement nor shall the failure of any party to exercise any right or privilege herein granted be considered a waiver of such a right or privilege.

16.04 Effect of Partial Invalidity

In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

EXECUTION

IN WITNESS WHEREOF, we hereunto affix our signatures as of the date indicated below

TEXAS ASSOCIATION OF COUNTIES
WORKERS' COMPENSATION SELF-
INSURANCE FUND

Upshur County
MEMBER

By: Sam D Seale
Sam D Seale
Executive Director, or authorized
designee for Texas Association of
Counties

By: Charles L. Still - Co. Judge
Title

Date: DEC 23 1997

Date: 1-2-98

Member's Fund Coordinator

Name: _____

Address: _____

Phone: _____

**RESOLUTION NO. 1 COMMISSIONERS COURT
MEETING 1-12-98**

**A RESOLUTION STATING THE INTENT OF THE COMMISSIONERS COURT
TO ESCROW CERTAIN FUNDS FOR FUTURE DEBT SERVICE PAYMENTS**

- WHEREAS** Upshur County will own and operate upon completion a 230 bed jail facility, and
- WHEREAS** The jail facility was contracted in 1985 and is currently being expanded with completion expected about June 1998 with a capacity of 230 beds, and
- WHEREAS** in order to finance said expansion the Upshur County Commissioners Court has heretofore issued Certificates of Obligation in the amount of \$3,340,000 , and
- WHEREAS** the County has the legal authority to contract with other entities; both public and private, for the use of any excess capacity with the jail facility to house prisoners, and
- WHEREAS** the Upshur County jail facility may house prisoners for T. D. C. or any other entity for a per diem fee.

NOW THEREFORE LET IT BE RESOLVED:

1. As long as excess capacity exists in the jail facility, the County will aggressively seek contractual arrangements with other entities for the housing of prisoners on a per diem basis.
2. Funds received under said agreement will be used in the following order-
 - a. 40 % of the returns to be placed in the Sheriff Department jail budget to pay the increased cost for operation of the jail. (Example of cost increase- additional personnel, inmate uniforms, food service equipment and food.)
 - b. The use or availability of a telephone by jail inmates is mandated. The resources received from telephone use will be placed in the jail budget to be used as discretionary funds for the operation of the jail.
 - c. It is the intention of the Commissioners Court that these funds will be placed in the County Sheriffs' jail budget to be used to cover additional jail operation cost and will in no way affect the current jail budget.
3. 60% of the returns are to be deposited in an Upshur County account titled-Serial 1997 Certificates of Obligation Escrow fund. Money accumulated under terms of this paragraph will be used to call or redeem the Certificates at the earliest opportunity.

RESOLVED THIS 12th day of January, 1998 in regular Commissioners Court meeting.

Chas. F. Still
County Judge

R. D. Cron
Approved: County Sheriff

Gaddis Lindsey
Commissioner Pct. 1

Long Stanley
Commissioner Pct. 2

[Signature]
Commissioner Pct. 3

[Signature]
Commissioner Pct. 4

[Signature]
Attest: County Clerk



FILED
REX A. SIMM
COUNTY CLERK
98 JAN 12 PM 12:05
WHEELER COUNTY, TX
BY _____
TERRY

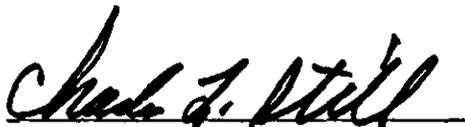
FILED
REX A. SIMM
COUNTY CLERK
98 JAN 12 PM 12:56
WHEELER COUNTY, TX
BY _____
TERRY

**RESOLUTION NO. 2 COMMISSIONERS COURT
MEETING 1-12-98
RELATIVE TO THE OPERATION OF THE UPSHUR COUNTY JAIL**

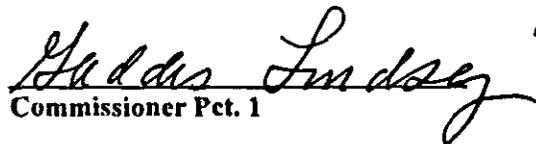
- WHEREAS** The Commissioners Court of Upshur County has entered into certain contracts (Construction manager and Architect) to increase the capacity of the Upshur County Jail from a 70 bed facility to a 230 bed facility, and
- WHEREAS** the immediate need for bedspace for Upshur County prisoners is less than 100 beds, and
- WHEREAS** upon completion of the project Upshur County will have from 100 to 130 available beds which can be contracted to accommodate out of county and out of state prisoners for a per diem fee at the best possible rate, and
- WHEREAS** the County can and will benefit from a cooperative effort and may recoup much of the cost of the jail improvement project from such contracts, and
- WHEREAS** the Commissioners Court of Upshur County is knowledgeable of the complex duties and responsibilities of the Sheriffs' Department and their commitment to the operation of the jail facilities and the Court acknowledges there must be cooperation between the Court and the Sheriffs' Department to accomplish their goals.

NOW THEREFORE LET IT BE RESOLVED: The Upshur County Commissioners Court authorizes Sheriff R. D. Cross to begin solicitation for proposals to house the out of county and/or out of state prisoners on a per diem fee for the best rate possible. Contracts are to be negotiated to begin at completion of the jail expansion project. Sheriff Cross will have the authority to negotiate with other entities for the best possible monetary rate. Final approval on any contract must be vested in Upshur County Commissioners Court.

RESOLVED THIS 12th day of January, 1998 in regular Commissioners Court meeting.


County Judge


Approved: County Sheriff


Commissioner Pct. 1


Commissioner Pct. 2

FILED
REX A. SWANN
COUNTY CLERK

98 JAN 12 PM 12:04

UPCHUR COUNTY, TX.

BY _____
DEPUTY



Commissioner Pct. 3



Commissioner Pct. 4



Attest, County Clerk



FILED
REX A. SWANN
COUNTY CLERK

98 JAN 12 PM 12:56

UPCHUR COUNTY, TX.

BY _____
DEPUTY

01012 BID PROPOSAL (SC)

Date: 1-8-98

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s)

Having carefully examined the specification, drawings and related documents entitled:

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid one hundred seventy two thousand eight \$ \$172,817.00
hundred seventeen dollars and no cents

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications, also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF.

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 11. MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16). Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGs For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal

ADDENDA NUMBER

ONE

DATE

1-8-98

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids, that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

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TIME OF COMPLETION

The undersigned agrees to complete the work within thirty days
(written)

30 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted Metroplex Control Systems, Inc.

Ron Darley 

By

2472 Southwell

Address

Dallas, Texas 75229

City

State

FILED
REX A. SHAW
COUNTY CLERK
98 JAN 12 PM 12:49
UPSHUR COUNTY, TX.
BY _____
FEE _____

COMERICA
Comerica Bank-Texas
DLM-724

OFFICIAL CHECK

075943890

Date 01-08-98

PAY TO THE ORDER OF **UPSHUR COUNTY PROJECT**

\$ VOID OVER \$8,641.00

COMERICA BANK @ 8,641dols 00cts Dollars

Drawer Comerica Bank: **NOT VALID OVER \$10,000.00**

Authorized Signature: *Charlotte Casanova*
VICE PRESIDENT & CASHIER

REMITTER: **METROPLEX CONTROL SYSTEMS, INC.**
Issued By Integrated Payment Systems Inc., Englewood Colorado
To Citibank (New York State), Buffalo, N.Y.

⑆ 7 2009 ⑆ ⑆ 0 2 20008668 ⑆ 68 ⑆ 4 5 1 1 5 5 0 7 5 9 4 3 8 9 0

FOR VARIABLE TONING IN THROUGHOUT THE DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE

VOL. 49 PG. 1694

PIERCE PLUMBING CO., INC.
P.O. DRAWER 5
NEWTON, TX 75966
409-377-4430
01012 BID PROPOSAL (SC)

Date: 1-12-98

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

FILED
REX H. SMITH
COUNTY CLERK
98 JAN 12 PM 12:49
COUNTY CLERK'S OFFICE
GILMER, TEXAS

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave, Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid Two hundred six thousand \$ 206,000.00

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9), FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under ITEM 7). Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under ITEM 8) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronic work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pu and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under ITEM 6. (door locks provided under ITEM 8) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all l. and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

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sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16), Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF.

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER

DATE

 #1
 #2

1-2-98
1-9-98

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

VOL. 49 PG. 1698

TIME OF COMPLETION

The undersigned agrees to complete the work within One hundred twenty
(written)

120 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted

Bobby L. Pierce

Pierce Plumbing Co., Inc.

By PO Drawer 5

Address Newton Texas

City State

75966





VOL. 49 PG. 699

The State of Texas
Secretary of State

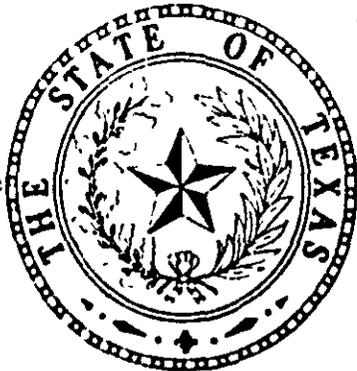
CERTIFICATE OF INCORPORATION
OF
PIERCE PLUMBING CO., INC.
CHARTER NUMBER, 01145166

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED MAR. 1, 1990



John S. Bayard Jr.
Secretary of State



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Pierce Plumbing Co., Inc., P.O. Box 5, Newton, Texas 75966
as Principal, hereinafter called the Principal, and

Merchants Bonding Company (Mutual), 2100 Fleur Dr., Des Moines, IA 50321-1158
a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto

Upshur County, P.O. Box 730, Gilmer, Texas 75644

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

Five Percent of Greatest amount Bid

Dollars (5% of Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Item 2: Plumbing additions and alterations to the Upshur County Justice Center for Upshur County, Gilmer, Texas, Project No. 97.16.01

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

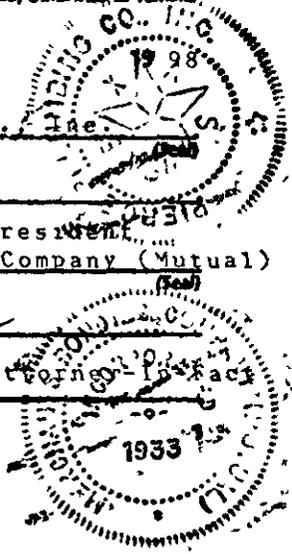
Signed and sealed this 12th day of January

Lenore B. Inman
(Witness)

Pierce Plumbing Co., Inc. (Principal)
[Signature] (Title)
Bobby L. Pierce, President
Merchants Bonding Company (Mutual) (Surety)

Rebecca A. Baskin
(Witness)

[Signature] (Title)
Willie L. Yeary Attorney



Merchants Bonding Company
(MUTUAL)

POWER OF ATTORNEY

VOL 49 PG 701

Know All Men By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make constitute and appoint

Willie L. Yeary or Jane M. Pace

of Jasper and State of Texas its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign execute acknowledge and deliver in its behalf as surety any and all bonds undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of

TWO MILLION (\$2,000,000.00) Dollars

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL) and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed

In Witness Whereof, MERCHANTS BONDING COMPANY (Mutual) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 10th day of October, 19 97

MERCHANTS BONDING COMPANY (MUTUAL)



By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss

On this 10th day of October, 19 97, before me appeared Larry Taylor, to me personally known who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written



Ruth K. McClain
Notary Public, Polk County, Iowa
My Commission
Expires 2-19-98

STATE OF IOWA
COUNTY OF POLK ss

I William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on the 12th day of January, 19 98



William Warner Jr.
Secretary

VOL 49 PG 702

01012 BID PROPOSAL (SC)

Date: January 12, 1998

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

55
JAN 15 1998

Having carefully examined the specification, drawings and related documents entitled:

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No 9),
FOR THE SUM OF.

Base Bid NO BID \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF.

Base Bid NO BID \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid NO BID \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** . (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid Two Hundred Fifty Nine Thousand Dollars \$ 259,000.00

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF.

Base Bid NO BID \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

VOL 49 PG 704

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid NO BID \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

01012sc PROPOSAL FORMS 3 OF 5

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF.

Base Bid NO BID \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF.

Base Bid NO BID \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>01/08/98</u>
<u>2</u>	<u>01/09/98</u>
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids, that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

TIME OF COMPLETION

The undersigned agrees to complete the work within one hundred twenty days
(written)

120 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted Today's Design and Manufacturing, Inc.

Sharon Branam
By Sharon Branam - President
PO Box 37114
Address
Ft. Worth, Texas 76117
City State



Today's Design and Manufacturing, Inc., is a Texas Corporation.
Today's Design and Manufacturing, Inc., is a State of Texas HUB
Certificate/VID Number: 1751933349000

PREMIUM: \$0

BID BOND

BID DATE. January 12 1998

KNOW ALL MEN BY THESE PRESENTS, that we

Today's Design And Manufacturing, Inc.

as Principal, hereinafter called the Principal, an FAR WEST INSURANCE COMPANY

a corporation duly organized under the laws of the State of Nebraska as Surety, are held and firmly bound unto

Upshur County Justice Center

as Oblige, hereinafter called the Oblige,

in the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00),

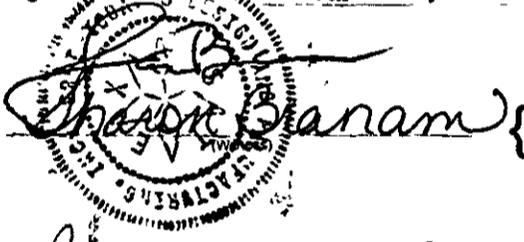
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for

Security Electronic Systems - Bid Items - 7

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

Signed and sealed this 9th day of January 19 98


Sharon Branam

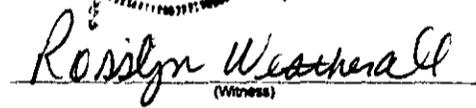
Today's Design And Manufacturing, Inc.

(Principal)

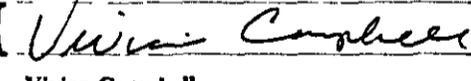
Sharon Branam

President

(Name & Title)


Rosslyn Weatherall
(Witness)

FAR WEST INSURANCE COMPANY


Vivian Campbell

Vivian Campbell

(Attorney-in-Fact)



Printed in cooperation with the American Institute of Architects (AIA) by FAR WEST INSURANCE COMPANY. Far West vouches that the language in this document conforms exactly to the language used in AIA Document A310 - BID BOND - AIA - FEB 1970 ED - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N Y AVE, N W, WASHINGTON, D C., 20006 (Amwest has added a field to include the Bid Date on this form)

LIMITED POWER OF ATTORNEY

Far West Insurance Company

EXPIRATION DATE **7-07-99**

POWER NUMBER **0000761162**

READ CAREFULLY

This document is printed on white paper containing the artificial watermarked logo (A) of Amwest Surety Insurance Company, the parent co of Far West Insurance Company (the "Company"), on the front and brown security paper on the back. Only unaltered originals of the POA are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of California and is only valid until the expiration date. The Company shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local branch office at (972) 503-6925.

KNOW ALL BY THESE PRESENT, that Far West Insurance Company, a Nebraska corporation (the "Company") does hereby make, constitute and appoint
**VIVIAN CAMPBELL
GAIL A. BARRAZA
LANNIE MC CLAIN
BEVERLY HAYES
DANIEL D. WALDORF**
AS EMPLOYEES OF FAR WEST BOND SERVICES

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follow
ALL BONDS \$**5,000,000.00
Small Business Administration Guaranteed Bonds up to \$**1,250,000.00
Federal Contract (Performance & Payment) \$****\$87,000.00

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

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

Bond No 0761162 Signed & sealed this 9TH day of JANUARY 1998 *Karen G. Cohen*
Karen G. Cohen, Secretary

ORIGINAL WITHOUT WATERMARK (SINGLE VIEW)

RESOLUTIONS OF THE BOARD OF DIRECTORS

Article II Section 7 of the By-Laws of Far West Insurance Company. This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Far West Insurance Company at a meeting duly held on July 28 1983

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

- RESOLVED FURTHER, that any bond, undertaking, recognizance or suretyship obligation shall be valid and bind upon the Company
- (i) when signed by the President or any Vice President and sealed (if a seal be required) by any Secretary or Assistant Secretary or
 - (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons

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

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

John E. Savage
John E. Savage, President

Karen G. Cohen
Karen G. Cohen, Secretary

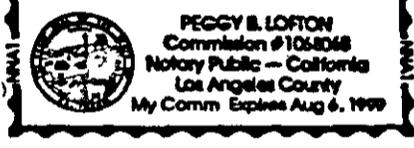
State of California
County of Los Angeles

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

WITNESS my hand and official seal

Signature *Peggy B. Lofton*
Peggy Lofton Notary Public

(Seal)



Far West
Insurance Company

For Office: (972) 500-4500

Date: January 12, 1998

**UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644**

Dear Sir(s)

Having carefully examined the specification, drawings and related documents entitled

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc . One Summit Ave , Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor holds provided by others, cold pour sealant at joints, fine grading and damproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water tees, permits and tees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

FILED
REX A. STAY
COUNTY CLERK
JAN 12 1998
GILMER, TEXAS

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications, also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF

Base Bid Twenty Three Thousand Six Hundred \$ 23,600.00

ITEM 11. MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 12. PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P O Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>1/8/98</u>
<u>2</u>	<u>1/9/98</u>
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids, that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days

BID BOND

Home Office:
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271
(206) 622 7053
(800) 765 CBIC National
(206) 382 9623 FAX

KNOW ALL MEN BY THESE PRESENTS

That we, DEVCO Industries, Inc.

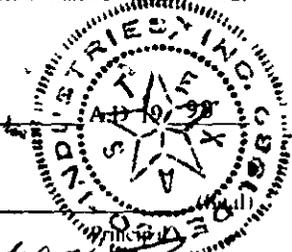
as Principal, (hereinafter called the "Principal"), and Contractors Bonding and Insurance Company of Seattle, Washington, a corporation duly organized under the laws of the State of Washington, as Surety, (hereinafter called the "Surety"), are held firmly bound unto Upshur County, Texas

as Oblige, (hereinafter called the "Oblige"),
in the sum of Five Percent of Greatest Amount Bid
not to exceed One Thousand Five Hundred and no/100 Dollars
(\$ 1,500.00), 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 Additions and Alterations to Upshur County Justice Center, Gilmer, Texas

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

Signed and sealed this 12th day of January



Darry Joe Smith
Witness

DEVCO Industries, Inc.
Gary Deveaux
Gary Deveaux President

Connie McMullen
Witness

Surety, Contractors Bonding and Insurance Company
By Linda W. Sinku
Linda W. Sinku



CBIC

CONTRACTORS BONDING
AND INSURANCE COMPANY

LIMITED POWER OF ATTORNEY

Not Valid for Bonds
Executed On or After: January 31, 1998

Power of Attorney
Number: 513840

READ (OR REPRODUCE) THIS INSTRUMENT WITH THE BOND SPECIFIED THEREON

A valid original of this document must be printed on security paper with black, blue, and red ink, and must bear the raised seal of Contractors Bonding and Insurance Company (the "Company"). Only an unaltered original of this power of attorney is valid. If a photocopy, the word "VOID" should appear clearly in two places. This Power of Attorney is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, provided the bond is of the type indicated below, and is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: GARY B. MCELROY, LINDA W. SINKU, CONNIE McMULLEN and MICHAEL P. WASHMON its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: (1) SBA guaranteed performance and payment bonds not exceeding the penal sum of \$1,250,000; (2) bid bonds for jobs where, if the contract is awarded, the SBA guaranteed performance and/or payment bond(s) will not exceed \$1,250,000; (3) all other bonds coded or classified by the Surety Association of America Manual of Rules, Procedures and Classification for Fidelity /Forgery and Surety Bonds (including future amendments thereto) as Judicial, Contract (excluding bid bonds), Miscellaneous, License and Permit, and Federal not exceeding the penal sum of \$3,500,000; (4) bid bonds for jobs written pursuant to the authority in clause (3) above where, if the contract is awarded, the performance and/or payment bond(s) will not exceed \$3,500,000; (5) all other bonds not exceeding the penal sum of \$500,000; and (6) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number Bid

Signed and sealed this 12th day of January 19 98

Kevin L. Lybeck, Secretary



CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (National) • (206) 382-9623 FAX

Form POA.01-US011194

Certificate of Appointment and Resolutions of the Board of Directors

The undersigned President and Secretary of Contractors Bonding and Insurance Company hereby certify that the President has appointed the Attorney(s)-in-fact identified on the front side of this power of attorney, under and by the authority of the following resolutions adopted by the Board of Directors of Contractors Bonding and Insurance Company at a meeting duly held on December 15, 1993:

RESOLVED, that the CEO, President, CFO, any Vice President, Secretary or any Assistant Secretary, and any other employee as may be specifically authorized by a particular board resolution (hereafter "Authorized Officer or Employee") may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and any Authorized Officer or Employee may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person

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

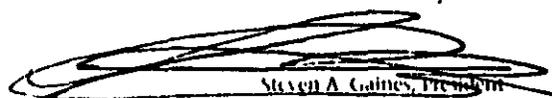
- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required); or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and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

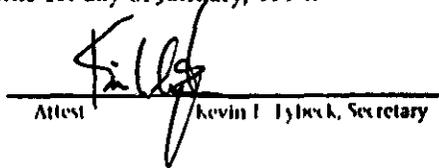
RESOLVED FURTHER, that the signature of any Authorized Officer or Employee and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company (unless otherwise specified in the power of attorney itself); and such signature and seal when so used shall have the same force and effect as though manually affixed.

RESOLVED FURTHER, that all previous resolutions of the Board of Directors concerning powers of attorney and attorneys-in-fact remain in full force and effect, that all forms of powers of attorney previously or in the future approved by the Board of Directors, including, but not limited to, so called "fax or facsimile powers of attorney", where the entire power of attorney is a facsimile, remain in full force and effect; and that one form of a power of attorney may be attached to one bond (for example, the form for which this resolution is a part may be attached to a bid bond), and another form of power of attorney may be attached to another bond (for example, a fax power of attorney may be attached to the final bond for a project for which the different form of power was attached to the bid bond) without affecting the validity of either power of attorney or bond.

IN WITNESS WHEREOF, Contractors Bonding and Insurance Company has caused these presents to be signed by its president and secretary, and its corporate seal to be hereunto affixed this 1st day of January, 1994.

State of Washington
County of King


Steven A. Gaines, President

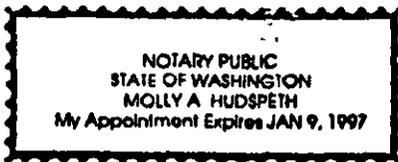

Attest Kevin L. Lybeck, Secretary

On January 1st, 1994 before me, Molly A. Hudspeth Notary Public, personally appeared Steven A. Gaines and Kevin L. Lybeck, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me all that they executed the same in their authorized capacities and that by their signatures the entity upon behalf of which they acted executed the instrument.

WITNESS my hand and official seal.

Signature 
Molly A. Hudspeth, Notary Public

(seal)



VOL 49 PG 716

Date: 1/12/98

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s)

Having carefully examined the specification, drawings and related documents entitled

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc , One Summit Ave , Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid Three hundred forty Eight Thousand \$ 348,000.00

ITEM 2. PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water traps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

REF X FILED
98 JAN 12 1998
11:12 AM
CLERK

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

VOL 49 PG 718

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No 9),
FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications, also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 11. MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16). Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc , steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P O Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

TIME OF COMPLETION

The undersigned agrees to complete the work within
(written)

Sixty Days VOL 49 PG 721

60 calendar days after Notification to Proceed
(numerical)

Respectfully Submitted GAY + SON MASONRY INC.

By Gene Gay
Address 2000 Goodnight Ct
City GRANBURY State TX 76049

BID BOND

BOND AND POWER NO. 645267
BOND REF NO. GAY-555
BID DATE: 01/12/98

KNOW ALL MEN BY THESE PRESENTS, That we,

GAY & SON MASONRY, INC.

(hereinafter called the Principal), as Principal, and NOBEL INSURANCE COMPANY, a corporation, organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of Texas (hereinafter called the Surety), as Surety, are held and firmly bound unto

UPSHUR COUNTY

(hereinafter called the Obligee) in the penal sum of FIVE percent (5%) not to exceed

SEVENTEEN THOUSAND FOUR HUNDRED AND NO/100

Dollars (\$17,400.00****) for the payment of which the Principal and Surety bind themselves, their heirs, executors, Administrators, successors and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION is such, that whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

UPSHUR COUNTY JUSTICE CENTER - CONCRETE GRADING, ASPHALT PAVE & SITE DEMOLITION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee, and provide a performance and payment bond with good and sufficient surety for the performance of the work under such contract and for the payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the 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

The obligation of the Surety under this Bid Bond is conditioned upon the awarding of the contract by the Obligee within sixty (60) days from the bid opening, or such lesser time as is specifically designated in the bid documents

Signed and Sealed this 8TH day of JANUARY, 1998, in the presence of

BY GAY & SON MASONRY, INC.
Principal

BY _____

BY _____

NOBEL INSURANCE COMPANY

Lom Young or Fred A. Eshford, Jr.
Attorney In Fact

(NOTE If this is a Non Public project, this bid and accompanying bid bond are conditioned upon evidence of finance satisfactory to the contractor and the Surety prior to issuance of any final bond)

Date: 1/12/98

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s)

Having carefully examined the specification, drawings and related documents entitled:

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc . One Summit Ave , Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No 9),
FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

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Base Bid _____ \$ _____

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Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications. FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 11. MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid Four hundred Nine thousand Dollars 409,000.00

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

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Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintels at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16). Also for

TIME OF COMPLETION

The undersigned agrees to complete the work within
(written)

Sixty Days

VOL 49 PG 727

60 calendar days after Notification to Proceed
(numerical)

Respectfully Submitted GAY+SON MASONRY INC.

Lent Gay
By 2000 Goodnight Ct
Address GRANbury TX 76049
City State

BID BOND

BOND AND POWER NO. 645268
BOND REF NO. GAY-556
BID DATE: 01/12/98

KNOW ALL MEN BY THESE PRESENTS, That we,

GAY & SON MASONRY, INC.

(hereinafter called the Principal), as Principal, and NOBEL INSURANCE COMPANY, a corporation, organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of Texas (hereinafter called the Surety), as Surety, are held and firmly bound unto

FILED
REX A. SHAW
COUNTY CLERK
JAN 12 1998
11:21 AM
UPSHUR COUNTY

UPSHUR COUNTY

(hereinafter called the Obligee) in the penal sum of FIVE percent (5%) not to exceed

TWENTY TWO THOUSAND FIVE HUNDRED AND NO/100

Dollars (\$22,500.00****) for the payment of which the Principal and Surety bind themselves, their heirs, executors, Administrators, successors and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION is such, that whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

UPSHUR COUNTY JUSTICE CENTER - MASONRY

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee, and provide a performance and payment bond with good and sufficient surety for the performance of the work under such contract and for the payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the 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

The obligation of the Surety under this Bid Bond is conditioned upon the awarding of the contract by the Obligee within sixty (60) days from the bid opening, or such lesser time as is specifically designated in the bid documents

Signed and Sealed this 8TH day of JANUARY, 1998, in the presence of

BY GAY & SON MASONRY, INC.

Principal

BY Grant Gay President
Title

NOBEL INSURANCE COMPANY

BY Tom Young or Fred A. Thetford, Jr

Agency in Fact

(NOTE. If this is a Non Public project, this bid and accompanying bid bond are conditioned upon evidence of finance satisfactory to the contractor and the Surety prior to issuance of any final bonds)

GENERAL POWER OF ATTORNEY

645268

BOND REF #GAY-556

KNOW ALL MEN BY THESE PRESENTS, That NOBEL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint

Stephen C. Dahlbo, Fred A Thetford or Tom Young

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

*****Three million five hundred thousand dollars (\$3,500,000)*****

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 24th day of August, 1995

"RESOLVED that the Chairman of the Board, the Vice Chairman of the Board the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company, be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company, bonds, undertakings and all contracts of suretyship, and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

FURTHER RESOLVED that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached "

In Witness Whereof, NOBEL INSURANCE COMPANY has caused its official seal to be herewith affixed, and these presents to be signed by one of its Vice Presidents and attested by one of its Assistant Vice Presidents this 1st day of October, 1995

Attest

NOBEL INSURANCE COMPANY
By

William Osceola Gordon

William Osceola Gordon Assistant Vice President



Emil B. Askew

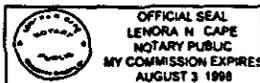
Emil B Askew, Vice President

STATE OF GEORGIA

} SS

COUNTY OF DEKALB

On this 1st day of October, 1995, before me personally came Emil B Askew, to me known, who being by me duly sworn did depose and say that he is a Vice President of NOBEL INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order



Lenora N Cape

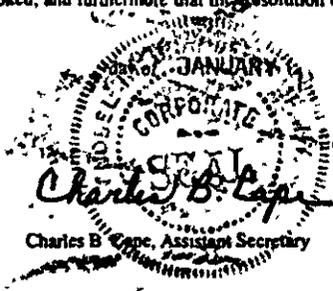
Lenora N Cape
NOTARY PUBLIC
My Commission Expires August 3, 1998

CERTIFICATE

I, the undersigned, an Assistant Secretary of NOBEL INSURANCE COMPANY, a Texas corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force

Signed and sealed at the city of Atlanta in the State of Georgia. Dated the 8th

, 19 98



Charles B Cape, Assistant Secretary

FILED
REX A. SHAW
COUNTY CLERK

Date: January 8, 1997

98 JAN 12 PM 12: 51

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

GILMER COUNTY, TX.

BY _____
TITLE

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF

Base Bid N/A \$ N/A

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**). Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6**. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

Note
Detention
Bar Doors,
Walls and
Grating by
Others*.

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid Two Hundred Seven Thousand Dollars \$ 207,000.00

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

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TIME OF COMPLETION

The undersigned agrees to complete the work within One Hundred Twenty
(written)

120 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted 

ISI Detention Contracting Group, Inc.
By
12903 Delivery Drive
Address
San Antonio TX 78247
City State

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND NO. 448166

KNOW ALL MEN BY THESE PRESENTS, that we
 (Here insert full name and address or legal title of Contractor)
 ISI Detention Contracting Group, Inc
 500 Sandau, Suite 450, San Antonio, Texas 78216
 as Principal, hereinafter called the Principal, and
 (Here insert full name and address or legal title of Surety)
 Capitol Indemnity Corporation
 4610 University Avenue, Suite 1400, Madison, Wisconsin 53705
 a corporation duly organized under the laws of the State of Wisconsin
 as Surety, hereinafter called the Surety, are held and firmly bound unto
 (Here insert full name and address or legal title of Owner)
 P O Box 730, Upsher County Courthouse, Gilmer, Texas 75644
 as Obligee, hereinafter called the Obligee, in the sum of Five percent of total amount bid not to exceed
 \$ 17,500 00 Dollars (\$ 17,500 00),
 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
 (Here insert full name address and description of project)
 Detention Equipment - Upsher County Justice Center

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 12th day of January

ISI Detention Contracting Group, Inc

Sharon Curry
 (Witness)

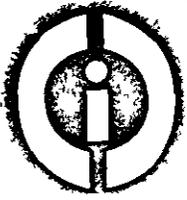
John C. ...
 (Principal)
 (Title)

Sharon Curry
 (Witness)

Capitol Indemnity Corporation
 (Seal)

Rig W. Stowers
 (Title) Attorney-in-Fact





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PG 731
Capitol

INDEMNITY CORPORATION

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

POWER OF ATTORNEY

No 448166

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

JEANIE S. WILLIAMS, RIC WALDEN STEWART OR JOHN WILLIAM SCHULER

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

NOT TO EXCEED \$3,000,000.00

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

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

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 26th day of June, 1993

CAPITOL INDEMNITY CORPORATION

Attest

Virgine M Schulte
Virgine M Schulte Secretary



STATE OF WISCONSIN }
COUNTY OF DANE }

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

STATE OF WISCONSIN }
COUNTY OF DANE }



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

CERTIFICATE

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

Signed and sealed at the City of Madison, Date this 12th day of January, 19 98



Paul J. Bremer
Paul J. Bremer Treasurer

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

Date: January 8, 1997

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc , One Summit Ave , Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid N/A \$ N/A

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**). Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6**. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

Note
Detention
Bar Doors,
Walls and
Grating by
Others*.

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid Two Hundred Seven Thousand Dollars \$ 207,000.00

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid N/A \$ N/A

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF.

Base Bid N/A \$ N/A

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows. Dinosaur Valley Construction, Inc , P O Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave , Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

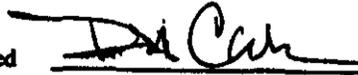
ADDENDA NUMBER	DATE
<u>NONE</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

TIME OF COMPLETION

The undersigned agrees to complete the work within One Hundred Twenty
(written)

120 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted 

ISI Detention Contracting Group, Inc.
By
12903 Delivery Drive
Address
San Antonio TX 78247
City State

THE AMERICAN INSTITUTE OF ARCHITECTS

COPY



AIA Document A310

Bid Bond

BOND NO. 448166

KNOW ALL MEN BY THESE PRESENTS, that we

ISI Detention Contracting Group, Inc.

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

500 Sandau, Suite 450, San Antonio, Texas 78216

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

Capitol Indemnity Corporation

4610 University Avenue, Suite 1400, Madison, Wisconsin 53705

a corporation duly organized under the laws of the State of

Wisconsin

as Surety, hereinafter called the Surety, are held and firmly bound unto

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

Upsher County

P. O. Box 730, Upsher County Courthouse, Gilmer, Texas 75644

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

Five percent of total amount bid not to exceed

\$ 17,500 00

Dollars (\$ 17,500 00),

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

(Here insert full name address and description of project)

Detention Equipment - Upsher County Justice Center

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 12th day of January 1998

ISI Detention Contracting Group, Inc

[Signature] (Witness)

[Signature] (Principal) (Seal) President

[Signature] (Witness)

Capitol Indemnity Corporation (Seal) Ric W. Stewart (Title) Attorney-in-Fact



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

POWER OF ATTORNEY

No 448166

Know all men by these Presents, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint
JEANIE S. WILLIAMS, RIC WALDEN STEWART OR JOHN WILLIAM SCHULER

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
NOT TO EXCEED \$3,000,000.00

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

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

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

CAPITOL INDEMNITY CORPORATION

Attest

Virgiline M Schulte
Virgiline M Schulte, Secretary



George A Fait
George A. Fait, President

STATE OF WISCONSIN }
COUNTY OF DANE }

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

STATE OF WISCONSIN }
COUNTY OF DANE }



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

CERTIFICATE

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

Signed and sealed at the City of Madison. Dated the 12th day of January, 19 98



Paul J Bretneder
Paul J Bretneder, Treasurer

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

VOL 49 PG 744

4 REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL", ITEM NO. 16 AND REPLACE WITH THE FOLLOWING ITEM 16:

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, miscellaneous expansion bolts to set furniture, steel privacy screens, walls, tables, TV stand, stools, toilet locker, pass-thru doors, steel bunks, bar grilles occurring in the ducts adjacent to the four louvers, in compliance with and as shown on it's drawings and in the specifications FOR THE SUM OF

Sixty Two Thousand Six Hundred Eighty Five Dollars 62,685.00
Base Bid

5 REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL", ITEM NO. 17 AND REPLACE WITH THE FOLLOWING ITEM 17.

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, steel bar walls and steel bar doors including miscellaneous angles for walls, anchors, welding, cutting holes for and installing all detention grilles occurring in steel ceilings in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid _____ \$ _____

-END OF ADDENDUM TWO-



A&C Fire Protection
P.O. Box 1130
Glen Rose, Tx. 76043

Charles Crisp

MCDONALD
ARCHITECTS, INC
One Summit Ave, Ste. 614
Fort Worth, Texas 76102
Phone (817) 335-2835
Fax (817) 335-2835

FILED
REX 4 11:55 AM
COUL 2/11/98
JAN 12 11:25 55

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upsbur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
<u># 1</u>	<u>1-9-98</u>
<u># 2</u>	<u>1-9-98</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work; that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

BID BOND

Home Office:
1213 Valley Street
PO Box 9271
Seattle WA 98109-0271
(206) 622 7053
(800) 765 CBIC National
(206) 382 9623 FAX

FILED
REX A. SHAW
COUNTY CLERK

98 JAN 12 PM 12:51

UPSHUR COUNTY, TX.

KNOW ALL MEN BY THESE PRESENTS

That we, A & C Fire Protection, Inc.

BY _____
CFPBY

as Principal, (hereinafter called the "Principal"), and Contractors Bonding and Insurance Company of Seattle, Washington, a corporation duly organized under the laws of the State of Washington, as Surety, (hereinafter called the "Surety"), are held firmly bound unto Upshur County, Texas

_____ as Obligee, (hereinafter called the "Obligee"),

in the sum of Five Percent of greatest Amount Bid

not to exceed Eight Thousand Five Hundred and no/10----- Dollars

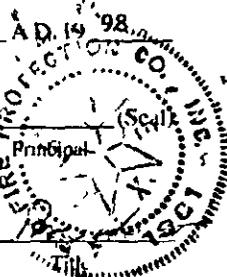
(\$ 8,500.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for Detention Ceilings, Upshur County Justice Center

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 in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds if the Principal shall pay to the 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 12th day of January

A & C Fire Protection, Inc.



Principal

[Handwritten signature]

Witness

[Handwritten signature]

Surety Contractors Bonding and Insurance Company

By *[Handwritten signature]*

Linda W. Sinko



[Handwritten signature]

Witness

Vol 49 pg 747

CBIC

CONTRACTORS BONDING
AND INSURANCE COMPANY

LIMITED POWER OF ATTORNEY

Not Valid for Bonds
Executed On or After: January 31, 1998

Power of Attorney
Number: 513842

VOID (VOID) (to be executed with the bonded instrument)
A valid original of this document must be printed on security paper with black, blue, and red ink, and must bear the raised seal of Contractors Bonding and Insurance Company (the "Company") Only an unaltered original of this power of attorney is valid. If a photocopy, the word "VOID" should appear clearly in two places. This Power of Attorney is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, provided the bond is of the type indicated below, and is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: GARY B. MCELROY, LINDA W. SINKU, CONNIE MCMULLEN and MICHAEL F. WASHMON its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: (1) SBA guaranteed performance and payment bonds not exceeding the penal sum of \$1,250,000; (2) bid bonds for jobs where, if the contract is awarded, the SBA guaranteed performance and/or payment bond(s) will not exceed \$1,250,000; (3) all other bonds coded or classified by the Surety Association of America Manual of Rules, Procedures and Classification for Fidelity /Forgery and Surety Bonds (including future amendments thereto) as Judicial, Contract (excluding bid bonds), Miscellaneous, License and Permit, and Federal not exceeding the penal sum of \$3,500,000; (4) bid bonds for jobs written pursuant to the authority in clause (3) above where, if the contract is awarded, the performance and/or payment bond(s) will not exceed \$3,500,000; (5) all other bonds not exceeding the penal sum of \$500,000; and (6) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number _____ Bid _____

Signed and sealed this 12th day of January 19 98

Kevin I. Lybeck, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (National) • (206) 382-9623 FAX

Form POA 01-US011194



Certificate of Appointment and Resolutions of the Board of Directors

The undersigned President and Secretary of Contractors Bonding and Insurance Company hereby certify that the President has appointed the Attorney(s)-in-Fact identified on the front side of this power of attorney, under and by the authority of the following resolutions adopted by the Board of Directors of Contractors Bonding and Insurance Company at a meeting duly held on December 15, 1993:

RESOLVED, that the CEO, President, CFO, any Vice President, Secretary or any Assistant Secretary, and any other employee as may be specifically authorized by a particular board resolution (hereafter "Authorized Officer or Employee") may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and any Authorized Officer or Employee may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person

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

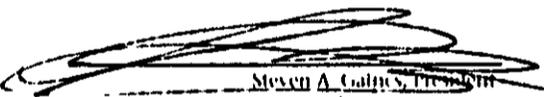
- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required), or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and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

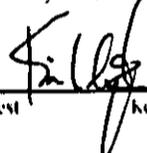
RESOLVED FURTHER, that the signature of any Authorized Officer or Employee and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company (unless otherwise specified in the power of attorney itself), and such signature and seal when so used shall have the same force and effect as though manually affixed

RESOLVED FURTHER, that all previous resolutions of the Board of Directors concerning powers of attorney and attorneys-in-fact remain in full force and effect, that all forms of powers of attorney previously or in the future approved by the Board of Directors, including, but not limited to, so called "fax or facsimile powers of attorney", where the entire power of attorney is a facsimile, remain in full force and effect, and that one form of a power of attorney may be attached to one bond (for example, the form for which this resolution is a part may be attached to a bid bond), and another form of power of attorney may be attached to another bond (for example, a fax power of attorney may be attached to the final bond for a project for which the different form of power was attached to the bid bond) without affecting the validity of either power of attorney or bond.

IN WITNESS WHEREOF, Contractors Bonding and Insurance Company has caused these presents to be signed by its president and secretary, and its corporate seal to be hereunto affixed this 1st day of January, 1994

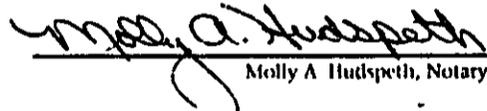
State of Washington
County of King

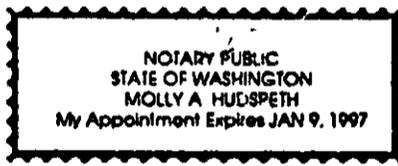

Steven A. Gaines, President


Attest Kevin L. Lybeck, Secretary

On January 1st, 1994 before me, Molly A Hudspeth Notary Public, personally appeared Steven A. Gaines and Kevin L. Lybeck, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me all that they executed the same in their authorized capacities and that by their signatures the entity upon behalf of which they acted executed the instrument.

WITNESS my hand and official seal.

Signature 
Molly A. Hudspeth, Notary Public

(seal) 

4 REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 - "BID PROPOSAL", ITEM NO. 16 AND REPLACE WITH THE FOLLOWING ITEM 16:

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, miscellaneous expansion bolts to set furniture, steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors, steel bunks, bar grilles occurring in the ducts adjacent to the four louvers, in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

5 REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 - "BID PROPOSAL", ITEM NO. 17 AND REPLACE WITH THE FOLLOWING ITEM 17:

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, steel bar walls and steel bar doors including miscellaneous angles for walls, anchors, welding, cutting holes for and installing all detention grilles occurring in steel ceilings in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid _____ \$ 132,915.00

One Hundred Thirty Two Thousand Nine Hundred Fifteen Dollars

-END OF ADDENDUM TWO-



1-9-99

MCDONALD
ARCHITECTS, INC
One Summit Ave, Ste 614
Fort Worth, Texas 76102
Phone (817) 335-2882
Fax (817) 335-2882

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF: _____

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF: _____

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF: _____

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
<u>#1</u>	<u>1-2-98</u>
<u>#2</u>	<u>1-9-98</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

CBIC
CONTRACTORS BONDING
AND INSURANCE COMPANY

VOL. 49 PG. 751

BID BOND

FILED
REX A. SHAW
COUNTY CLERK

Home Office:
1213 Valley Street
P O Box 9271
Seattle, WA 98109-0271
(206) 622 7053
(800) 765 CBIC National
(206) 382-9623 FAX

98 JAN 12 PM 12:53

Upshur County, TX.

KNOW ALL MEN BY THESE PRESENTS

That we, A & C Fire Protection, Inc.

BY _____
D. SITY

as Principal, (hereinafter called the "Principal"), and Contractors Bonding and Insurance Company of Seattle, Washington, a corporation duly organized under the laws of the State of Washington, as Surety, (hereinafter called the "Surety"), are held firmly bound unto

Upshur County, Texas

_____ as Obligee, (hereinafter called the "Obligee"),

in the sum of Five Percent of Greatest Amount Bid by Above Named Principal

not to exceed Two Thousand Five Hundred and no/100 Dollars

(\$ 2,500.00), 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 Line Item 13 (Fire Standpipe) Upshur County Justice Center, Gilmer, Texas

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 in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the 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

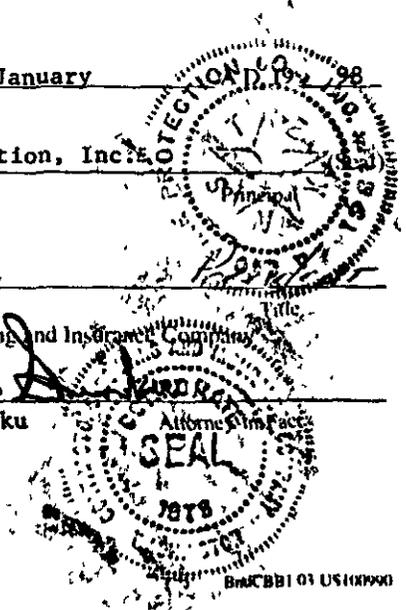
Signed and sealed this 12th day of January

[Signature]
Witness

A & C Fire Protection, Inc.
[Signature]
Principal

Connie McMullen
Witness

Surety, Contractors Bonding and Insurance Company
By Linda W. Sinku
Linda W. Sinku
Attorney in Fact



CONTRACTORS BONDING
AND INSURANCE COMPANY

LIMITED POWER OF ATTORNEY

Not Valid for Bonds
Executed On or After: January 31, 1998

Power of Attorney
Number: 513841

READ CAREFULLY - to be used only with the bond specified herein

A valid original of this document must be printed on security paper with black, blue, and red ink, and must bear the raised seal of Contractors Bonding and Insurance Company (the "Company"). Only an unaltered original of this power of attorney is valid. If a photocopy, the word "VOID" should appear clearly in two places. This Power of Attorney is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, provided the bond is of the type indicated below, and is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: GARY B. MCELROY, LINDA W. SINKU, CONNIE McMULLEN and MICHAEL F. WASHMON its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: (1) SBA guaranteed performance and payment bonds not exceeding the penal sum of \$1,250,000; (2) bid bonds for jobs where, if the contract is awarded, the SBA guaranteed performance and/or payment bond(s) will not exceed \$1,250,000; (3) all other bonds coded or classified by the Surety Association of America Manual of Rules, Procedures and Classification for Fidelity /Forgery and Surety Bonds (including future amendments thereto) as Judicial, Contract (excluding bid bonds), Miscellaneous, License and Permit, and Federal not exceeding the penal sum of \$3,500,000; (4) bid bonds for jobs written pursuant to the authority in clause (3) above where, if the contract is awarded, the performance and/or payment bond(s) will not exceed \$3,500,000; (5) all other bonds not exceeding the penal sum of \$500,000; and (6) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

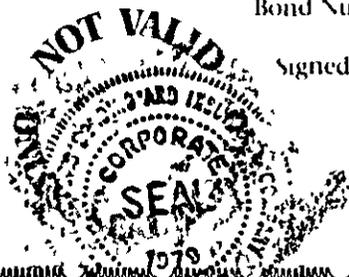
CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, furthermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect

Bond Number _____ Bid _____

Signed and sealed this 12th day of January 19 98

Kevin E. Lybeck Secretary



CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (National) • (206) 382-9623 FAX

Form POA 01 1 501 3194

Certificate of Appointment and Resolutions of the Board of Directors

The undersigned President and Secretary of Contractors Bonding and Insurance Company hereby certify that the President has appointed the Attorney(s)-in-fact identified on the front side of this power of attorney, under and by the authority of the following resolutions adopted by the Board of Directors of Contractors Bonding and Insurance Company at a meeting duly held on December 15, 1993:

RESOLVED, that the CEO, President, CIO, any Vice President, Secretary or any Assistant Secretary, and any other employee as may be specifically authorized by a particular board resolution (hereafter "Authorized Officer or Employee") may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and any Authorized Officer or Employee may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such person.

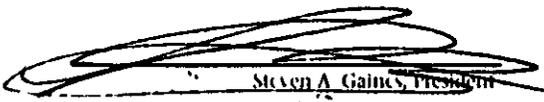
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

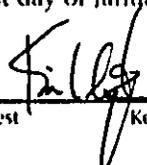
- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required); or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and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

RESOLVED FURTHER, that the signature of any Authorized Officer or Employee and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company (unless otherwise specified in the power of attorney itself), and such signature and seal when so used shall have the same force and effect as though manually affixed

RESOLVED FURTHER, that all previous resolutions of the Board of Directors concerning powers of attorney and attorneys-in-fact remain in full force and effect, that all forms of powers of attorney previously or in the future approved by the Board of Directors, including, but not limited to, so called "fax or facsimile powers of attorney", where the entire power of attorney is a facsimile, remain in full force and effect; and that one form of a power of attorney may be attached to one bond (for example, the form for which this resolution is a part may be attached to a bid bond), and another form of power of attorney may be attached to another bond (for example, a fax power of attorney may be attached to the final bond for a project for which the different form of power was attached to the bid bond) without affecting the validity of either power of attorney or bond.

IN WITNESS WHEREOF, Contractors Bonding and Insurance Company has caused these presents to be signed by its president and secretary, and its corporate seal to be hereunto affixed this 1st day of January, 1994.

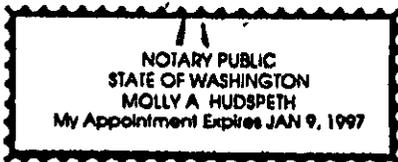
State of Washington
County of King

Steven A. Gaines, President

Attest 
Kevin L. Lybeck, Secretary

On January 1st, 1994 before me, Molly A. Hudspeth Notary Public, personally appeared Steven A. Gaines and Kevin L. Lybeck, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me all that they executed the same in their authorized capacities and that by their signatures the entity upon behalf of which they acted executed the instrument.

WITNESS my hand and official seal.

Signature 
Molly A. Hudspeth, Notary Public

(seal) 

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid Forty Six Thousand Two Hundred Fifty Dollars \$ 46,250.00

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16), Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
<u>#1</u>	<u>1-2-98</u>
<u>#2</u>	<u>1-9-98</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work; that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

VOL. 49 PG 756

FILED
REX A. SHAW
COUNTY CLERK

TIME OF COMPLETION

The undersigned agrees to complete the work within 30 days
(written)

98 JAN 12 PM 12:53

Thirty calendar days after Notification to Proceed.
(numerical)

LEWIS COUNTY, TX.
BY _____
TEFFITY

Respectfully Submitted David Crisp Construction

By David R Crisp Jr.
P.O. Box 331
Address
Glenn Rose TX 76043
City State

Date: _____

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s).

Having carefully examined the specification, drawings and related documents entitled

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc , One Summit Ave , Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

4. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 16 AND REPLACE WITH THE FOLLOWING ITEM 16:

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, miscellaneous expansion bolts to set furniture, steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors, steel bunks, bar grilles occurring in the ducts adjacent to the four louvers, in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid Fifty Thousand Two hundred \$ \$50,200.⁰⁰

5 REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 17 AND REPLACE WITH THE FOLLOWING ITEM 17:

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, steel bar walls, and steel bar doors including miscellaneous angles for walls, anchors, welding, cutting holes for and installing all detention grilles occurring in steel ceilings in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ _____

-END OF ADDENDUM TWO-


1-9-98

MCDONALD
ARCHITECTS, INC.
One Summit Ave, Ste. 614
Fort Worth, Texas 76102
Phone (817) 335-2882
Fax (817) 335-2883

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave. , Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
<u>1</u>	_____
<u>2</u>	_____
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

VOL 49 PG 760

01012 BID PROPOSAL (SC)

Date: 1/12/98

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave, Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF.

Base Bid Three hundred eighty six thousand \$ 386,500.00
Five Hundred dollars

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF

Base Bid Three hundred five thousand dollars \$ 305,000.00

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid ^{AP} Three hundred two thousand ^{AP} \$ 302,900.00
nine hundred dollars

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications, also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid Forty nine thousand four hundred dollars \$ 49,400.00

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF.

Base Bid Three hundred forty seven thousand dollars 347,000.00

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF.

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P O Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave, Ste 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
<u>1</u>	<u>1/8</u>
<u>2</u>	<u>1/9</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

VOL 49 PG 764

TIME OF COMPLETION

The undersigned agrees to complete the work within 120 Days
(written)

_____ calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted [Signature]

CONTESH CONTRACTORS, Inc.
By
P.O. Box 5366
Address
TEXARKANA Tx 75505
City State





WEST AMERICAN INSURANCE COMPANY

136 North Third Street, Hamilton, OH 45026

BID OR PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, CONTECH CONTRACTORS, INC.

(hereinafter called the Principal) as Principal, and WEST AMERICAN INSURANCE COMPANY, (hereinafter called the Surety) and licensed to do business in the State of Indiana as Surety, are held and firmly bound unto UPSHUR COUNTY, GILMER, TEXAS

(hereinafter called the Obligee) in the penal sum of FIVE PERCENT OF AMOUNT BID Dollars (\$ 5%) lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal has submitted the accompanying bid, dated JANUARY 12 1998, for ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER, GILMER, TEXAS

NOW THEREFORE, if the Obligee shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Obligee in accordance with the terms of said bid and give bond for the faithful performance thereof within the time specified; or if no time is specified within thirty days after the date of said award, or if the Principal shall, in the case of failure to do so, indemnify the Obligee against any loss the Obligee may suffer directly arising by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise to remain in full force and virtue

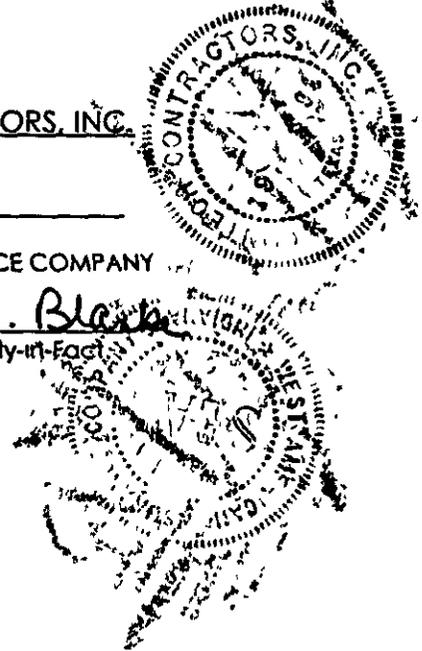
Signed, Sealed and Dated this ZIH day of JANUARY, 1998.

CONTECH CONTRACTORS, INC.
(Principal)

By [Signature]

WEST AMERICAN INSURANCE COMPANY

By Jeanette D. Blanke
Jeanette D. Blanke, Atty-in-Fact



FILED
REX P. SHAW
COUNTY CLERK
98 JAN 12 PM 12:53
GILMER, TEXAS

OL 49 PG 766

**CERTIFIED COPY OF POWER OF ATTORNEY
WEST AMERICAN INSURANCE COMPANY
ADMINISTRATIVE OFFICE, HAMILTON, OHIO**

No. 2-211

That **WEST AMERICAN INSURANCE COMPANY**, in pursuance of authority granted by Article VI, Section 1 of the By-Laws of said Company, does hereby nominate, constitute and appoint: **Jack Bruner or R. Scott Bruner or Jeannette D. Blanke or Don N. Morris or Brenda L. Sutton of Texarkana, Arkansas and/or Texarkana, Texas** its true and lawful agent and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all **BONDS, UNDERTAKINGS, and RECOGNIZANCES**, not exceeding in any single instance **SIX MILLION (\$6,000,000.00) DOLLARS**, excluding, however, any bond (s) or undertaking (s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Hamilton, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney (s)-in-fact.

IN WITNESS WHEREOF, the undersigned officer of the said The West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of the said The West American Insurance Company this 27th day of February, 1997.

Mark E. Schmidt
Mark E. Schmidt, Assistant Secretary



STATE OF OHIO :SS
COUNTY OF BUTLER

On this 27th day of February, 1997 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Mark E. Schmidt, Asst. Secretary of WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposed and saith, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio the day and year first above written.



Cheryl S. Gregory
Notary Public in and for County of Butler, State of Ohio
My Commission expires August 5, 1997

This power of attorney is granted under and by authority of Article VI, Section 1 of the By-Laws of the Company, extracts from which read.

ARTICLE VI

SECTION 1 APPOINTMENT OF RESIDENT OFFICERS. The Chairman of the Board, the President, any Vice President, a Secretary or any Assistant Secretary shall be and is hereby vested with full power of and authority to appoint attorneys in fact for the purpose of signing the name of the corporation as surety or guarantor, and to execute, attach the corporate seal, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of surety-ship or guarantee, and policies of insurance to be given in favor of an individual, firm, corporation, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America, or to any other political subdivision.

This instrument is signed and sealed by facsimile as authorized by the following Resolution adopted by the directors of the Company on April 24, 1980
RESOLVED, That the signature of any officer of the Company authorized by Article VI, Section 1 of the By-Laws to appoint attorneys in fact, the signature of the Secretary or any Assistant Secretary certifying to the correctness of any copy of a power of attorney and the seal of the Company may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company. Such signatures and seal are hereby adopted by the Company as original signatures and seal, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of West American Insurance Company, do hereby certify that the foregoing power of attorney, Article VI Section 1 of the by-laws of the Company and the above Resolution of its Board of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Company this 7TH day of JANUARY A.D. 1997

Joseph E. Gray
Assistant Secretary



IMPORTANT NOTICE

**TO OBTAIN INFORMATION OR MAKE A COMPLAINT:
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
AGENT OR COMPANY FIRST. IF THE DISPUTE IS NOT
RESOLVED, YOU MAY CONTACT THE TEXAS DEPARTMENT
OF INSURANCE.**

ATTACH THIS NOTICE TO YOUR POLICY:

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT
BECOME A PART OR CONDITION OF THE ATTACHED
DOCUMENT.**

VOL 49 PG 768 01012 BID PROPOSAL (SC)

Date: 1-12-98

FILED
REX ARCHITECTS
UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):
Having carefully examined the specification, drawings and related documents entitled:

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF:

Base Bid NA \$

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid NA \$

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid Eight thousand two hundred twenty⁷⁹ 8,290⁰⁰

VOL 49 PG 769

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid NA \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7.**) . Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid NA \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** . (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid NA \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

VOL. 49 PG. 770

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16), Also for

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furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NA \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid NA \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave, Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
<u>ONE (1)</u>	<u>1-8-98</u>
<u>TWO (2)</u>	<u>1-9-98</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

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TIME OF COMPLETION

The undersigned agrees to complete the work within three days
(written)

3 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted LARRY'S INTERIORS, INC.

[Signature]

By RT-1, Box 255

Address Kilgore TX 75662

City State

ADDITIONS AND ALTERATIONS TO UPSHUR COUNTY JUSTICE CENTER GILMER TEXAS

JANUARY 8, 1998

97-023-1832

ADDENDUM NO. 1

Bidders are advised of the following and shall govern according:

Bidders need to be aware that this project is a "fast track" project and shall be run 7 days a week with an anticipated 120 day completion date. All bidders are required to uphold this schedule.

Bidders be aware to carefully examine specification Section 01012 "Bid Proposal" to determine exactly the items each trade is proposing to bid on

ARCHITECTURAL SPECIFICATIONS:

1. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 5 AND REPLACE WITH THE FOLLOWING ITEM 5.

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid

NA

\$

2. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 16 AND REPLACE WITH THE FOLLOWING ITEM 16.

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grilles/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks, and security bars occurring in duct system in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid

NA

\$

3. Refer to architectural specifications Section 08711 "Detention Hardware"; 31 Detention Hardware Schedule; Heading No.5, and add the following doors to that heading: D-76 and D-77.

ARCHITECTURAL DRAWINGS:

1. Refer to " Standard door/window schedule"; Sheet A3.1; Door #2 revise Door # 2 to be provided with 1/4" clear tempered glass.

2. Refer to 19/A3.2 "Door # 2 Elevation" revise both glass vision panel and transom to be provided with 1/4" clear tempered glass. Revise frame and door to be steel in lieu of aluminum.

Clarification 1: All existing glass store fronts being reused shall be removed and reinstalled by the glass contractor.

Clarification 2: Detention contractor responsible for detention bars occurring in HVAC ductwork; see architectural wall sections.

Clarification 3: Add a continuous metal termination bar and screws at roof flashing occurring along existing to new conditions.

1-08-1988 2 14PM FROM MCDONALD-ARCHITECTS 817 335 2883

P 3

Clarification 4: Provide 5 year material and installation warranty for metal roof. Warranty is not required on existing built-up roof area patch.

Clarification 5: All steel detection ceilings shall be 3/16" thick.

Clarification 6: No bond is required for bid items 12 & 16 (material only).

MECHANICAL DRAWINGS & SPECIFICATIONS:

Clarification 1: Security grilles occurring in steel ceilings and bars occurring in duct work are provided by the detection contractor.

Clarification 2: All vent stack flashing shall be provided and installed by plumbing contractor

Clarification 3: All ducts exposed to the exterior shall be lined with 1" thick, 2 lb density ductliner. (Owens Corning or equal) And duct size as shown shall be free area, contractor shall increase duct size as required to allow for insulation

Clarification 4: Plumber is responsible for all plumbing as indicated on sheet U1.1 "site utility plan" This included all tap and impact fees to the city.

Clarification 5: This job does not contain any trench drains or floor sinks as indicated in specifications.

Clarification 6: Plumber shall run all condensate drain lines to existing roof drains.

Clarification 7: All floor drains shall be provided with trap primers

Clarification 8: Mechanical contractor responsible for thermostat controls only; smoke evac controls provided by electrical

ELECTRICAL DRAWINGS AND SPECIFICATIONS:

Clarification 1: Electrical contractor shall furnish starter and disconnect switch at EF 2

Clarification 2: Electrical contractor shall furnish starter and disconnect switch at MUA-1

Clarification 3: Electrical contractor shall furnish starter and disconnect switch at wheelchair lift

Clarification 4: Omit specification Section 16721 "Fire Alarm Systems": this section is furnished under 17100 and is a part of the security electronic systems contractors scope of work.

Clarification 5: Security Electronics Systems contractor shall remove existing CCTV located in existing lobby

-END OF ADDENDUM ONE-



1-8-98

MCDONALD
ARCHITECTS, INC.
One Summit Ave, Ste. 614
Fort Worth, Texas 76102
Phone (817) 335-2882
Fax (817) 335-2883

VOL 49 PG 774

ADDITIONS AND ALTERATIONS TO UPSHUR COUNTY JUSTICE CENTER GILMER TEXAS

JANUARY 9, 1998

ADDENDUM NO. 2

Bidders are advised of the following and shall govern according:

Bidders need to be aware that inmate labor may be available to contractors at an hourly rate of \$5.00/hour. This is contingent upon type of skill required and availability of those inmates possessing such skills. Payment would be in the form of a deduct change order in favor of the county.

Bidders be aware to carefully examine specification Section 01012 "Bid Proposal" to determine exactly the items each trade is proposing to bid on.

ARCHITECTURAL SPECIFICATIONS:

1. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 5 AND REPLACE WITH THE FOLLOWING ITEM 5:

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, detention grilles and diffusers occurring in steel ceilings (steel ceilings provided under Item 17) grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications. FOR THE SUM OF:

Base Bid NA \$

2. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 8 AND REPLACE WITH THE FOLLOWING ITEM 8:

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid NA \$

3. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 14 AND REPLACE WITH THE FOLLOWING ITEM 14:

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors wheel chair lift, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid NA \$

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4. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 16 AND REPLACE WITH THE FOLLOWING ITEM 16:

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, miscellaneous expansion bolts to set furniture, steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors, steel bunks, bar grilles occurring in the ducts adjacent to the four louvers, in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NA \$

5. REFER TO ARCHITECTURAL SPECIFICATIONS SECTION 01012 " BID PROPOSAL" , ITEM NO. 17 AND REPLACE WITH THE FOLLOWING ITEM 17:

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, steel bar walls and steel bar doors including miscellaneous angles for walls, anchors, welding, cutting holes for and installing all detention grilles occurring in steel ceilings in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid NA \$

-END OF ADDENDUM TWO-



1-9-90

MCDONALD
ARCHITECTS, INC.
One Summit Ave, Ste. 614
Fort Worth, Texas 76102
Phone (817) 335-2882
Fax (817) 335-2883

UNIVERSAL SURETY OF AMERICA

950 Echo Lane, Suite 250
Houston, Texas 77024

BID BOND

Bond No TX 6831239 00

KNOW ALL MEN BY THESE PRESENTS, that we LARRY'S INTERIORS, INC. RT 1 BOX 255
Kilgore, TX 75662

as Principal, hereinafter called the Principal, and UNIVERSAL SURETY OF AMERICA, 950 Echo Lane, Suite 250,
Houston, Texas 77024, as Surety, hereinafter called the Surety, are held and firmly bound unto _____

LIPSHUR COUNTY, P O Box 230, Gilmer, TX 75644 as Obligee,
Name, Address, City, State, Zip, Phone Number

hereinafter called the Obligee, in the sum of *5* % of the amount of this bid not to exceed _____

*FIVE HUNDRED DOLLARS & NO/100** Dollars (\$ *500.00*) 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 _____
BID ITEM #3 - FLOORING

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified
in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, 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

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution
of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project

SIGNED, sealed and dated this 9 day of January, 19 98

LARRY'S INTERIORS, INC.
(Principal)
By [Signature]
Title Larry Odom, President

UNIVERSAL SURETY OF AMERICA
By [Signature]



UNIVERSAL SURETY OF AMERICA

P.O. BOX 1068 •Houston, Texas 77251-1068

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Agency Information

5005005
Gans & Smith Insurance Agency, Inc

GPA#

TX 6831239 00

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

David L. McWhorter
Philip G. Smith

Jessie M. Savell
Steven M. McCord
Patricia A. Hawkins

Hermes F. Payne, Jr.
Ann Wheeler-Arn

of Longview and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed \$250,000 00 unless such is accompanied by letter of authority signed by the President, Secretary or Executive Vice President of Universal Surety of America.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the stated limitations, and such authority is to continue in force until 12/31/1998. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"Be It Resolved, that the President, and any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company "

"RESOLVED that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation "

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 30th day of September, A.D., 1996.

UNIVERSAL SURETY OF AMERICA

State of Texas

ss:

County of Harris



John Knox, Jr.
John Knox, Jr

President

On this 30th day of September, in the year 1996, before me, Rhonda Kay Wilke, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation herein named and acknowledged to me that the corporation executed it.



Rhonda Kay Wilke

Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in effect

GIVEN under my hand and the seal of said company, at Houston, Texas, this 9 day of January, 1998

John Adams
Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity

For verification of the authority of this power you may telephone (713) 722-4600

1201-1250050

Date: 01-12-98

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

98 JAN 12 PM 12:54
FILED
REX A. SHAW
COUNTY CLERK
GILMER, TEXAS

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid Four-Hundred Six Thousand and no/100--- \$ 406,000.00

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**.) Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** . (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications, also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>1-8-98</u>
<u>2</u>	<u>1-9-98</u>
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

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sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintels at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16), Also for

TIME OF COMPLETION

The undersigned agrees to complete the work within one-hundred twenty-days
(written)

120 calendar days after Notification to Proceed.
(numerical) :

Respectfully Submitted Freeman Electric Company, Inc.

S. K. Freeman
S. K. Freeman, Pres.

By POBox 79488

Address Saginaw, Texas, 76179

City _____ State _____



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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, FREEMAN ELECTRIC COMPANY, INC., P.O. BOX 79488, SAGINAW, TX 76179
(Here insert the name and address or legal title of the Contractor)

..... as Principal, (hereinafter called the "Principal"),
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
and of Baltimore, Maryland, a corporation duly organized
(Here insert the name of the Surety)

under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety") are held and firmly bound unto
UPSHUR COUNTY, GIMLER, TEXAS
(Here insert the name and address or legal title of the Owner)

..... as Obligee, (hereinafter called the "Obligee"),
in the sum of FIVE PERCENT OF THE GREATEST AMOUNT BID Dollars (\$ 5% GAB),
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 ADDITIONS AND ALTERATIONS TO UPSHUR COUNTY
JUSTICE CENTER FOR UPSHUR COUNTY, GIMLER, TEXAS

NOW, I HEREOFRE, 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
into 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 12th day of January A.D. 19 98

Boyd Turner
Witness

FREEMAN ELECTRIC COMPANY, INC. (SEAL)
Principal
Irma Molina
Title

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

Elvira Cortez
Witness

By Irma Molina (SEAL)
Title
Irma Molina, Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

HOME OFFICES P.O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by W B WALBRECHER, Vice-President, and T E SMITH Assistant Secretary in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Derrell C. Dodson, Sam J. Mullis, Jr., Elnora Cruthis, Douglas Moore, Dee Stone, Irma Molina and Luke J. Nolan, Jr., all of Dallas, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed any and all bonds and undertakings EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians; and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the respective Companies at their offices in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Derrell C. Dodson and dated January 19, 1996

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the respective By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 25th day of August, A D 1997

ATTEST

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T E Smith Assistant Secretary

By W B Walbrecher Vice-President

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



T E Smith Assistant Secretary

By W B Walbrecher Vice-President

State of Maryland } ss
County of Baltimore }

On this 25th day of August, A D 1997, before the subscriber, a Notary Public of the State of Maryland duly commissioned and qualified, came W B WALBRECHER, Vice-President and T E SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same and being by me duly sworn severally and each for himself deposed and said that they are the said officers of the Companies aforesaid and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



Carol J. Fidler Notary Public
My Commission Expires August 1, 2000

CERTIFICATE

I the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI Section 2 of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May 1994

RESOLVED That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies this

12th day of January 1998

[Signature and Seal of Assistant Secretary]

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ...and to affix the seal of the Company thereto "

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2 The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto "

01012 BID PROPOSAL (SC)

Date: 01-12-98

98 JAN 12 PM 12:55

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

BY _____
REPLY

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac-systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**). Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** . (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid Twenty-seven thousand, six hundred & no/100--- \$ 27,600.00

ITEM 11. MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows. Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>1-8-98</u>
<u>2</u>	<u>1-9-98</u>
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days

TIME OF COMPLETION

The undersigned agrees to complete the work within One Hundred Twenty-Days
(written)

120
(numerical) calendar days after Notification to Proceed.

Respectfully Submitted Freeman Electric Company, Inc.

S. K. Freeman
S. K. Freeman, Pres. -
By
PO Box 79488
Address
Saginaw, Texas 76179
City State

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, FREEMAN ELECTRIC COMPANY, P.O. BOX 79488, SAGINAW, TX 76179
 (Here insert the name and address or legal title of the Contractor)

and COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 (Here insert the name of the Surety) of Baltimore, Maryland, a corporation duly organized

under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety") are held and firmly bound unto
UPSHUR COUNTY, GIMLER, TEXAS
 (Here insert the name and address or legal title of the Owner)

as Obligee, (hereinafter called the "Obligee"),
 in the sum of FIVE PERCENT OF THE GREATEST AMOUNT BID Dollars (\$ 5% GAB),
 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 GLAZING FOR UPSHUR COUNTY JUSTICE CENTER

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 into 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 12th day of January, A D, 1998

Boyd Freeman
 Witness

FREEMAN ELECTRIC COMPANY
 Principal (SEAL)
Mr. Freeman, Pres.
 Title

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

Elnora Cruthis
 Witness

By Elnora Cruthis (SEAL)
 Title
 Elnora Cruthis, Attorney-in-fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

HOME OFFICES, P. O. BOX 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by W B WALBRECHER, Vice-President, and T E SMITH, Assistant Secretary in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint Derrell C. Dodson, Sam J. Mullis, Jr., Elnora Cruthis, Douglas Moore, Dee Stone, Irma Molina and Luke J. Nolan, Jr., all of Dallas, Texas, EACH its true and lawful agent and Attorney-in-Fact, to make, execute seal and deliver, for, and on its behalf as surety, and as its act and deed any and all bonds and undertakings EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the respective Companies in their offices in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Derrell C. Dodson, et al, dated January 18, 1996

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the respective By-Laws of said Companies, and is now in force

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 25th day of August, A D 1997

ATTEST FIDELITY AND DEPOSIT COMPANY OF MARYLAND


T E Smith Assistant Secretary

By 
W B Walbrecher Vice-President

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY


T E Smith Assistant Secretary
State of Maryland } ss
County of Baltimore }

By 
W B Walbrecher Vice-President

NOTARY PUBLIC
STATE OF MARYLAND
COUNTY OF BALTIMORE

On this 25th day of August, A D 1997 before the subscriber a Notary Public of the State of Maryland duly commissioned and qualified, came W B WALBRECHER, Vice-President and T E SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument and they each acknowledged the execution of the same, and being by me duly sworn severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written


Carol J Fader Notary Public
My Commission Expires August 1, 2000

CERTIFICATE

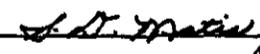
I the undersigned Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a full true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI Section 2 of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994

RESOLVED "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed "

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this

12th day of January 1998


Assistant Secretary

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto "

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2 The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, and to affix the seal of the Company thereto "



VOL 49 PG 795

BOND NO. 0000786205

PREMIUM:

BID DATE: JANUARY 12, 1998

PUBLIC WORKS BID BOND

Know all men by these presents:

That we, PROGRESSIVE MASONRY & CONTRACTING SERVICES, INC.

(hereinafter called Principal), as Principal, and AMWEST SURETY INSURANCE COMPANY, a corporation (hereinafter called Surety), organized and existing under the laws of the State of Nebraska and authorized to transact a general surety business in the State of TEXAS, as Surety, are held and firmly bound unto UPSHUR COUNTY

(hereinafter called Obligee) in the penal sum of FIVE percent (5%) of the bid amount, but in no event to exceed FIVE PERCENT OF THE GREATEST AMOUNT BID Dollars (5% GAB)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION IS SUCH, that, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

ADDITIONS AND ALTERATIONS TO UPSHUR JUSTICE CENTER

NOW, THEREFORE, if the contract is awarded to the Principal and the surety has been provided with sufficient proof by Obligee of acceptable financing for the project, and the Principal has, within such time as may be specified, (out in no event later than 60 days after such award), entered into the contract in writing, and provided a bond with surety acceptable to the Obligee for the faithful performance of the contract; or if the Principal shall fail to do so, pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the bid, then this obligation shall be void; otherwise to remain in full force and effect

SIGNED, SEALED AND DATED THIS DAY OF JANUARY 12, 1998

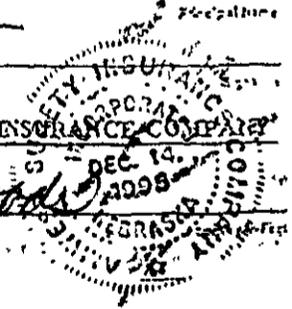
PROGRESSIVE MASONRY & CONTRACTING SERVICES, INC.

By: [Signature]

INSURANCE CONSULTANTS OF SHREVEPORT
PO BOX 17920
SHREVEPORT, LA 71138-0920
FAX #318-687-7901 PHONE #318 688-5380

AMWEST SURETY INSURANCE COMPANY

By: [Signature]
K. N. WOODS



49 796
LIMITED POWER OF ATTORNEY

Amwest Surety Insurance Company

EXPIRATION DATE **9-24-99**

POWER NUMBER **0000786205**

READ CAREFULLY

This document is printed on white paper containing the artificial watermarked logo (A) of Amwest Surety Insurance Company (the "Company") on the front and brown security paper on the back. Only unaltered originals of the POA are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of California and is only valid until the expiration date. The Company shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (504) 927-2208.

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation (the "Company"), does hereby make, constitute and appoint
**K.N. WOODS
STEPHANIE W. ADAMS
B. SUSAN FLOWERS
AS EMPLOYEES OF INSURANCE CONSULTANTS OF SHREVEP**

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

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

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

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

Bond No 0000786205 Signed & sealed this 12TH day of JANUARY 1998 *Karen G. Cohen*
Karen G. Cohen, Secretary

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

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

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

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

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

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

John E. Savage
John E. Savage, President

Karen G. Cohen
Karen G. Cohen, Secretary

State of California
County of Los Angeles

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

WITNESS my hand and official seal

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

(Seal)

PEGGY B. LOFTON
Commission #1064068
Notary Public - California
Los Angeles County
My Comm. Expires Aug 6, 1999



01012 BID PROPOSAL (SC)

Date: Jan 12, 1998

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s).

Having carefully examined the specification, drawings and related documents entitled

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc , One Summit Ave , Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

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ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9).
FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid Four Hundred Two Thousand Four Hundred Seventy Six Dollars 402,476.00

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

98 JAN 12 PM 12:55

01012se PROPOSAL FORMS 3 OF 5

FILED
REX A. SHAW
COUNTY CLERK

VOL 49 PG 800

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

VOL. 49 PG 801

TIME OF COMPLETION

The undersigned agrees to complete the work within Ninty Days
(written)

90 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted Jeff West

Jeff West
By Rt 1 Box 355
Address Diana TX. 75640
City State

VOL 49 PG 802

01012 BID PROPOSAL (SC)

REX FILLO
COUNTY CLERK
98 JAN 12 PM 12:54
UPSHUR COUNTY, TX
BY _____

Date: January 12, 1998

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc , One Summit Ave., Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF.

Base Bid _____ \$ N/A

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ N/A

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid _____ \$ N/A

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF.

Base Bid _____ \$ N/A

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

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sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid Three hundred thirty-nine thousand eight hundred ninety-seven dollars \$ 339,897.00

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>1/8/98</u>
<u>2</u>	<u>1/9/98</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids, that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

VOL. 49 PG 806

TIME OF COMPLETION

The undersigned agrees to complete the work within 98 ninety-eight
(written)

_____ calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted WAYNE EMORY MASONRY, INC.

Wayne Emory
By _____
2816 Lindley Drive

Address
Sherman, Texas 75090

City State



MID-CONTINENT CASUALTY COMPANY
TULSA, OK

VOL 49 PG 807

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we

Wayne Emory Masonry, Inc
P O Box 203
Sherman, TX 75091-0203

as Principal, hereinafter called the Principal, and

MID-CONTINENT CASUALTY COMPANY
POST OFFICE BOX 1409
TULSA, OK 74101-1490

a corporation duly organized under the laws of the State of OKLAHOMA, as Surety,
are held and firmly bound unto UPSHUR COUNTY, TEXAS

as Oblige, hereinafter called the Oblige, in the sum of *****5 Percent*****

*****of the Amount Bid in Dollars (\$***5%***)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has submitted a bid for UPSHUR COUNTY JAIL EXPANSION
GILMER, TEXAS

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

Signed and sealed this date, JANUARY 12TH, 1998

Wayne Emory Masonry, Inc

(Principal)

Wayne Emory

Wayne Emory (Title) President

MID-CONTINENT CASUALTY COMPANY

(Surety)

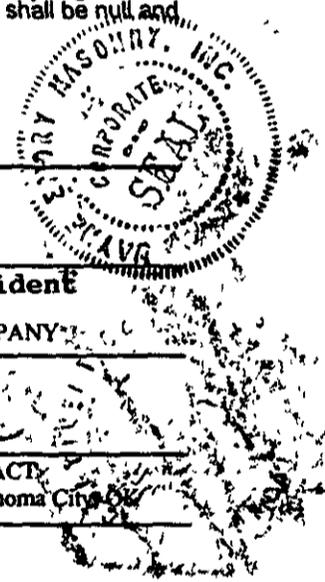
Lisa Sherman

LISA SHERMAN, ATTORNEY-IN-FACT
Ins Agency of Mid-America, Inc, Oklahoma City, OK

(Witness)

W. M. Ford

(Witness)



MID-CONTINENT CASUALTY COMPANY

VOL 49 PG 808 Tulsa, Oklahoma

Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit

"Article IV, Section 7 -- The Executive Officers of the Company shall have power and authority to appoint, for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint William B. Thompson, W. M. McNeill, Lisa Sherman, Matilda McKim and Glenda Stark, individually of Oklahoma City, OK

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed, Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma.

IN WITNESS WHEREOF, THE MID-CONTINENT CASUALTY COMPANY has executed and attested these presents this 3rd day of March, 19 97

ATTEST.

Sara Anderson
Sara Anderson ASSISTANT SECRETARY

Todd Bazata
Todd Bazata VICE PRESIDENT

On this 3rd day of March, 19 97 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written.



Melanie Kay Adams
Melanie Kay Adams Notary Public
My Commission expires 6-24-98

I, Sara Anderson Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of Jan., 19 98

Sara Anderson
Sara Anderson Assistant Secretary



sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid N/A \$ N/A

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF.

Base Bid N/A \$ N/A

ITEM 11. MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid N/A \$ N/A

ITEM 13. FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprunker contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid N/A \$ N/A

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

ITEM 15 CONT.

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid TWO HUNDRED NINETY SEVEN THOUSAND DOLLARS \$ 297,000.00

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid N/A \$ N/A

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid N/A \$ N/A

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>
<u>1</u>
<u>2</u>

<u>DATE</u>
<u>1/8/98</u>
<u>1/9/98</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

TIME OF COMPLETION

The undersigned agrees to complete the work within ONE HUNDRED NINETEEN
(written)

119 calendar days after Notification to Proceed
(numerical)

Respectfully Submitted LDI METALWORKS, INC.

Cynthia Nimpher
By Cynthia Nimpher, Secretary
2140 S. Main St.
Address
Ft. Worth, Texas
City State





Mid-Continent Group.

MID-CONTINENT CASUALTY MID-CONTINENT INSURANCE OKLAHOMA SURETY

BID BOND (AIA 310)

KNOW ALL MEN BY THESE PRESENTS:

That **LDI METALWORKS, INC.**, as Principal, and **MID-CONTINENT CASUALTY COMPANY**, as Surety, are held and firmly bound unto **UPSHUR COUNTY, Gilmer, TX** as Oblige, in the sum of *****FIVE PER CENT (5%) OF GREATEST AMOUNT BID*****Dollars (*******5% OF G.A.B.*******), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

**ADDITIONS & ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER -
BID ITEM 15 - STRUCTURAL STEEL, ROOFING & SHEETMETAL WORK, UPSHUR
COUNTY, GILMER, TX**

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

Signed, sealed and dated: **JANUARY 12, 1998**

Jan Hodan
Witness

LDI METALWORKS, INC.
(Principal)

By: *Law Della Juman*



MID-CONTINENT CASUALTY COMPANY

By: *Sheryl A. Klutz*
SHERYL A. KLUTZ, ATTORNEY-IN-FACT

MID-CONTINENT CASUALTY COMPANY

Tulsa, Oklahoma

VOL. 49 PG. 815

Know all Men by these presents That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit

"Article IV, Section 7 -- The Executive Officers of the Company shall have power and authority to appoint, for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company." The Company does hereby constitute and appoint John A. Miller, John A. Miller II, Sheryl A. Klutts, and K. R. Harvey, individually of Ft. Worth, TX

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed, Any and all bonds and undertakings of Suretyship

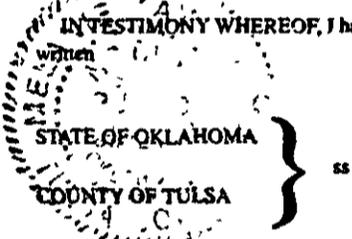
And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma

IN WITNESS WHEREOF, THE MID-CONTINENT CASUALTY COMPANY presents this 5th day of July, 1996 has executed and attested these

ATTEST Sara Anderson ASSISTANT SECRETARY

Frank M. Pinkerton VICE PRESIDENT

On this 5th day of July, 1996 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written. My Commission expires 6-24-98 Melanje Kay Adams Notary Public

I, Sara Anderson Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation



this 12th day of January, 1998. Sara Anderson Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's toll-free telephone number for information or to make a complaint at

1-800-722-4994

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 agent or 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.

Prescribed by the State Board of Insurance
Effective May 1, 1992

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la compania para informacion o para someter una queja al

1-800-722-4994

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 RECLAMOS: Si tiene una disputa concierne a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

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

Ordenado por el consejo Estatal de Directures de Seguros, Efectivo el 1 de Mayo 1992



Mid-Continent Group.

MID-CONTINENT CASUALTY MID-CONTINENT INSURANCE OKLAHOMA SURETY

BID BOND (AIA 310)

KNOW ALL MEN BY THESE PRESENTS:

That LDI METALWORKS, INC., as Principal, and MID-CONTINENT CASUALTY COMPANY, as Surety, are held and firmly bound unto UPSHUR COUNTY, Gilmer, TX as Obligee, in the sum of *****FIVE PER CENT (5%) OF GREATEST AMOUNT BID*****Dollars (*******5% OF G.A.B.*******), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

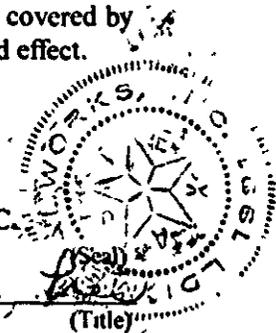
WHEREAS, The Principal has submitted a bid for

**ADDITIONS & ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER -
BID ITEM 5 - HVAC WORK, UPSHUR COUNTY, GILMER, TX**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter 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 materials 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, sealed and dated: **JANUARY 12, 1998**

[Signature]
Witness

LDI METALWORKS, INC.
(Principal)
By: *[Signature]* 
(Title)



MID-CONTINENT CASUALTY COMPANY
By: *[Signature]*
SHERYL A. KLUFTS, ATTORNEY-IN-FACT

MID-CONTINENT CASUALTY COMPANY

VOL 49 PG 818

Tulsa, Oklahoma

Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit:

"Article IV, Section 7 -- The Executive Officers of the Company shall have power and authority to appoint, for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint John A. Miller, John A. Miller II, Sheryl A. Klutts, and K. R. Harvey, individually of Ft. Worth, TX

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed,
Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma

IN WITNESS WHEREOF, THE MID-CONTINENT CASUALTY COMPANY has executed and attested these presents this 5th day of July, 1996

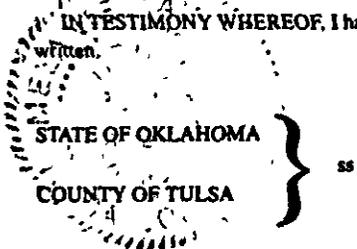
ATTEST.

Sara Anderson
Sara Anderson ASSISTANT SECRETARY

Frank M. Pinkerton
Frank M. Pinkerton VICE PRESIDENT

On this 5th day of July, 1996 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written.



Melanie Kay Adams
Melanie Kay Adams Notary Public
My Commission expires 6-24-98

I, Sara Anderson Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of January, 1998.
Sara Anderson
Sara Anderson Assistant Secretary



IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's toll-free telephone number for information or to make a complaint at

1-800-722-4994

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 agent or 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.

Prescribed by the State Board of Insurance
Effective May 1, 1992

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la compania para informacion o para someter una queja al

1-800-722-4994

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 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

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

Ordenado por el consejo Estatal de Directores de Seguros, Efectivo el 1 de Mayo 1992



Mid-Continent Group.

MID-CONTINENT CASUALTY MID-CONTINENT INSURANCE OKLAHOMA SURETY

BID BOND (AIA 310)

KNOW ALL MEN BY THESE PRESENTS:

That LDI METALWORKS, INC., as Principal, and MID-CONTINENT CASUALTY COMPANY, as Surety, are held and firmly bound unto UPSHUR COUNTY, Gilmer, TX as Oblige, in the sum of *****FIVE PER CENT (5%) OF GREATEST AMOUNT BID*****Dollars (*******5% OF G.A.B.*******), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

ADDITIONS & ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER - BID ITEM 2 - PLUMBING WORK, UPSHUR COUNTY, GILMER, TX

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

Signed, sealed and dated: JANUARY 12, 1998

Florida Feispe
Witness

LDI METALWORKS, INC.
(Principal)
By: *Cynthia Nimpfer*
Cynthia Nimpfer, Sec/Treasurer (Title)



MID-CONTINENT CASUALTY COMPANY
By: *Sheryl A. Klutts*
SHERYL A. KLUTTS, ATTORNEY-IN-FACT

MID-CONTINENT CASUALTY COMPANY

Tulsa, Oklahoma

VOL 49 PG 821

Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit

"Article IV, Section 7 -- The Executive Officers of the Company shall have power and authority to appoint, for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint John A. Miller, John A. Miller II, Sheryl A. Klutts, and K. R. Harvey, individually of Ft. Worth, TX

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed, Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma

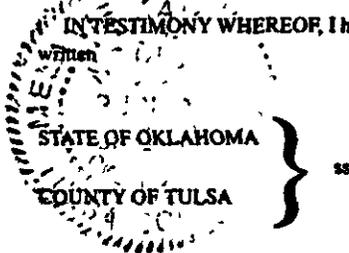
IN WITNESS WHEREOF, THE MID-CONTINENT CASUALTY COMPANY presents this 5th day of July, 1996 has executed and attested these

ATTEST:

Sara Anderson ASSISTANT SECRETARY

Frank M. Pinkerton VICE PRESIDENT

On this 5th day of July, 1996 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written

Melanie Kay Adams Notary Public My Commission expires 6-24-98

I, Sara Anderson Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 12th day of January, 1998.



Sara Anderson Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the company's toll-free telephone number for information or to make a complaint at

1-800-722-4994

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 agent or 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

Prescribed by the State Board of Insurance
Effective May 1, 1992

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de la compania para informacion o para someter una queja al

1-800-722-4994

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 RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

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

Ordenado por el consejo Estatal de Directores de Seguros, Efectivo el 1 de Mayo 1992

01012 BID PROPOSAL (SC)

VOL 49 PG 823
FILED
REX A. SHAW
COUNTY CLERK

Date: 01-12-98

98 JAN 12 PM 12:55

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

UPSHUR COUNTY, TX.

BY _____
FFPHTY

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled.

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF.

Base Bid FOUR HUNDRED FORTY FIVE THOUSANDS 445,000.⁰⁰

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid No Bid \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid No Bid \$ _____

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ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF

Base Bid No Bid \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF.

Base Bid No Bid \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid No Bid \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid No Bid \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications, also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF

Base Bid No Bid \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

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furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF

Base Bid No Bid \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid No Bid \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid No Bid \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P O Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u>1</u>	<u>01-08-98</u>
<u>2</u>	<u>01-09-98</u>
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids, that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

TIME OF COMPLETION

The undersigned agrees to complete the work within one hundred twenty
(written)

(120) calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted Cox Concrete Contractors, Inc.

R. Stephen Cox
By R. Stephen Cox, President
P. O. Box 631447
Address
Nacogdoches, TX 75963
City (409) 564-6500 State





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BID BOND

The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we COX Concrete Contractors, Inc.

as Principal, hereinafter called the Principal, and Bituminous Casualty Corporation

as Surety, hereinafter called the Surety, are held and firmly bound unto Upshur County

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid (5%GAB)

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 Additions and Alterations To The Upshur County
Justice Center

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 pen-
alty 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 8th day of January 19 98

Linda Hightower
WITNESS

COX CONCRETE CONTRACTORS, INC.
PRINCIPAL
By: Jandra J. Cox
TITLE

Colleen Abernathy
WITNESS

BITUMINOUS CASUALTY CORPORATION
SURETY (SEAL)
By: Marsha Montes
ATTORNEY-IN-FACT
Member of the Old Republic Insurance Group



KNOW ALL MEN BY THESE PRESENTS That BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, does make, constitute and appoint

JOE MAX GREEN, GARY WILLIS, MARSHA MONTES, OF NACOGDOCHES, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds undertakings, recognizances or other written obligations in the nature thereof, as follows

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS(\$1,000,000)----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind BITUMINOUS CASUALTY CORPORATION thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed This document is not valid unless printed on colored background and is multi-colored This appointment is made under and by authority of the board of directors at a special meeting held on September 1, 1988 This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the BITUMINOUS CASUALTY CORPORATION on September 1, 1988

RESOLVED FURTHER, that the chairman, president, or any vice-president - surety, of the Corporation, in conjunction with the secretary or any assistant secretary of the Corporation, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Corporation may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Corporation to bonds, undertakings, recognizances, and suretyship obligations of all kinds other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds The said officers may revoke any Power of Attorney previously granted to any such person The authority of any Power of Attorney granted by any such officer of the Corporation as aforesaid shall not exceed five million dollars (\$5,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court

RESOLVED FURTHER that any bond undertaking recognizance, or suretyship obligation shall be valid and binding upon the Corporation

- (i) when signed by the chairman, president or any vice president - surety, of the Corporation and attested and sealed (if a seal be required) by any secretary or assistant secretary or
- (ii) when signed by a duly authorized attorney-in-fact and sealed with the seal of the Corporation (if a seal is required)

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

IN WITNESS WHEREOF, BITUMINOUS CASUALTY CORPORATION has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17TH day of JULY, 1997

BITUMINOUS CASUALTY CORPORATION

Janine K. Happ
Assistant Secretary



James E. Lee
Vice President Surety

STATE OF WISCONSIN, COUNTY OF WAUKESHA

On this 17TH day of JULY, 1997, personally came before me, JAMES E LEE and JANINE K HAPP to me known to be individuals and officers of the BITUMINOUS CASUALTY CORPORATION who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation



Jean Steeter
Notary Public
My commission expires 01/21/2001

CERTIFICATE

I, the undersigned, secretary of the BITUMINOUS CASUALTY CORPORATION, an Illinois stock insurance corporation, CERTIFY that the foregoing and attached power of attorney remains in full force and has not been revoked, and further note that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

93-8235



Signed and sealed at the City of Rock Island 8th day of January, 19 98

JOE MAX GREEN/INSURANCE

Jean Steeter
Notary Public

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON COLORED BACKGROUND AND IS MULTI-COLORED

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IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

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

1-800-252-3439
Fax#:512-475-1771

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, Texas 78714-9104

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of item No. 9),
FOR THE SUM OF:

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, detention grilles and diffusers occurring in steel ceilings (steel ceilings provided under item 17) grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications. FOR THE SUM OF

Base Bid Three hundred ninety thousand three hundred dollars \$ 390,300⁰⁰

Will not do plumbing by itself but only in combination with Plumbing.

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**) Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF.

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintels at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid N/A \$ N/A

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid N/A \$ N/A

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P O Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u> 1 </u>	<u>Jan 8, 1998</u>
<u> 2 </u>	<u>Jan 9, 1998</u>
<u> </u>	<u> </u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

TIME OF COMPLETION

The undersigned agrees to complete the work within One Hundred Twenty
(written)

120
(numerical) calendar days after Notification to Proceed.

Respectfully Submitted Mosby Mechanical Co., Inc



[Signature]
By P.O. Box 8582
Address Longview Tx 75607
City State

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid _____ N/A _____ \$ N/A

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, detention grilles and diffusers occurring in steel ceilings (steel ceilings provided under Item 17) grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid Three hundred ninety thousand three hundred ⁰⁰/₁₀₀ 390,300⁰⁰

Will not do plumbing by itself but only in combination with Plumbing.

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**). Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ N/A _____ \$ N/A

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ N/A _____ \$ N/A

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid _____ N/A _____ \$ N/A

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF.

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF.

Base Bid _____ N/A _____ \$ _____ N/A _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintels at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16). Also for

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TIME OF COMPLETION

The undersigned agrees to complete the work within One Hundred Twenty
(written)

120
(numerical) calendar days after Notification to Proceed.

Respectfully Submitted Mosby Mechanical Co., Inc



Steve Dean
By _____
P.O. Box 8582
Address _____
Longview Tx 75607
City State

CNA INSURANCE COMPANIES

VOL. 49 PG 841

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we Mosby Mechanical Co., Inc.
507 South Eastman Road
Longview, Texas 75602

and Continental Casualty Company , Principal,
Upshur County Sheriffs Department , Surety, are held and firmly bound unto
in the sum of , Obligee,

Five Percent of the Greatest Amount Bid Dollars (\$ 5% GAB)
for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract
for Mechanical Split System HVAC for Upshur County Jail

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Obligee, or if
Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to
remain in full force and effect.

Signed, sealed and dated
January 12th, 1998

Mosby Mechanical Co., Inc.
(Principal)
by [Signature] (Seal)

Continental Casualty Company
(Surety)
by [Signature]
Rebecca S. Thacker Attorney in Fact

G-23054-C

CNA
For All the Commitments You Make



AN ILLINOIS CORPORATION

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That CONTINENTAL CASUALTY COMPANY a corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the City of Chicago, and State of Illinois does hereby make, constitute and appoint Rudolph Norris, Staci Mannix, Clinton Norris, Steve Rickenbacher, David Oxford, Helen Zook, Jerry Kiker, Charles K. Miller, Rebecca S. Thacker, Bert Duckett, Susan Salazar, Individually of Dallas, Texas its true and lawful Attorney in fact with full power and authority hereby conferred to sign seal and execute in its behalf bonds undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind CONTINENTAL CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of CONTINENTAL CASUALTY COMPANY and all the acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed

This Power of Attorney is made and executed pursuant to and by authority of the following By Law duly adopted by the Board of Directors of the Company

"Article IX—Execution of Documents

Section 3 Appointment of Attorney-in-fact The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may from time to time appoint by written certificates attorneys-in fact to act in behalf of the Company in the execution of policies of insurance, bonds undertakings and other obligatory instruments of like nature Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto The Chairman of the Board of Directors the President or any Executive Senior or Group Vice President or the Board of Directors, may, at any time revoke all power and authority previously given to any attorney in-fact "

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February 1993

Resolved that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By Laws and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company

In Witness Whereof, CONTINENTAL CASUALTY COMPANY has caused these presents to be signed by its Group Vice President and its corporate seal to be hereto affixed on this 5th day of October, 1994

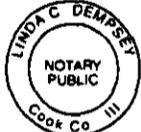
State of Illinois }
County of Cook } ss



CONTINENTAL CASUALTY COMPANY

[Signature]
M C Vonnahme Group Vice President

On this 5th day of October, 1994 before me personally came M C Vonnahme, to me known, who, being by me duly sworn, did depose and say that he resides in the Village of Darien State of Illinois that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY the corporation described in and which executed the above instrument that he knows the seal of said Corporation, that the seal affixed to the said instrument is such corporate seal that it was so affixed pursuant to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority and acknowledges same to be the act and deed of said corporation



[Signature]
Linda C Dempsey Notary Public
My Commission Expires October 19, 1994

CERTIFICATE

I, Robert E Ayo, Assistant Secretary of CONTINENTAL CASUALTY COMPANY do hereby certify that the Power of Attorney hereabove set forth is still in force and further certify that Section 3 of Article IX of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 12th day of January 1995



[Signature]
Robert E Ayo Assistant Secretary

01012 BID PROPOSAL (SC)

Date: January 12, 1998

FILED
REX A SHAW
COUNTY CLERK
98 JAN 12 PM 12:56
UPSHUR COUNTY, TX.
BY _____ OFFITTY

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled

**ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS**

as issued by McDonald Architects, Inc , One Summit Ave , Ste 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF.

Base Bid _____ \$ N/A

VOL 49 PG 844

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid _____ \$ N/A

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**). Also providing conduit, wire and wire pulls to all detention door locks and door control console (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid Four Hundred Eighty Six Thousand and ^{NO} _{cents} 486,000⁰⁰

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6** (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications, also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF

Base Bid _____ \$ N/A

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF.

Base Bid _____ \$ N/A

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 11. MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF.

Base Bid _____ \$ N/A

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintels at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P O Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste 614, Fort Worth, Texas 76102

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal

ADDENDA NUMBER
<u>1</u>
<u>2</u>

DATE
<u>11/2/95</u>
<u>11/9/95</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days

TIME OF COMPLETION

The undersigned agrees to complete the work within ONE HUNDRED TWENTY
(written)

120 calendar days after Notification to Proceed
(numerical)

Respectfully Submitted [Signature]

AGAB ELECTRIC COMPANY
By 4703 MARTIN STREET
Address
FORT WORTH TEXAS 76117
City State

Bid Bond
SURETY DEPARTMENT



THE HARTFORD

KNOW ALL MEN BY THESE PRESENTS,

WINSTON ELECTRIC, INC.
DBA ACME ELECTRIC COMPANY
1115 SLATON HWY., #E
LUBBOCK, TX 79404

That we,

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

as Oblige, hereinafter called the Oblige,

in the sum of FIVE PER CENT OF GREATEST AMOUNT BID

Dollars (\$ 5% GAB).

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

UPSHUR COUNTY, TEXAS
PROJECT: ADDITIONS AND ALTERATIONS TO THE
UPSHUR COUNTY JUSTICE CENTER
ELECTRICAL REHABILITATION

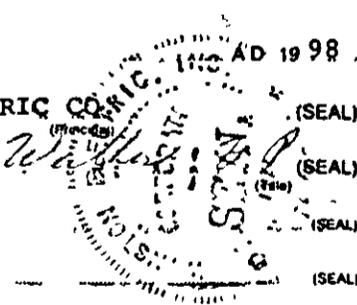
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful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

Signed and sealed this 8TH day of JANUARY

Witness
(if individual)

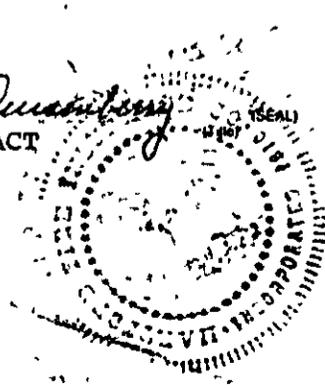
Attest
(if Corporation)

ACME ELECTRIC CO., INC. AD 1998 (SEAL)
By *Robert W. [Signature]* (SEAL)
PRESIDENT (SEAL)



Attest

Charles C. [Signature] (SEAL)
ATTORNEY-IN-FACT



(Approved by The American Institute of Architects,
A.I.A. Document No A 310, Feb. 1970 Edition)

HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut

VOL 49 PG 849

POWER OF ATTORNEY

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

CHARLES C. QUISENBERRY and/or SHARON K. ZAPATA of LUBBOCK, TEXAS

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

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

(1) By-Laws adopted by the Stockholders of the HARTFORD FIRE INSURANCE COMPANY at a meeting duly called and held on the 9th day of March 1871

ARTICLE IV

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

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

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

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

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

Attest:

HARTFORD FIRE INSURANCE COMPANY

Richard R. Hermanson Secretary



Paul L. Marabella Vice-President

STATE OF CONNECTICUT } ss. COUNTY OF HARTFORD

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

STATE OF CONNECTICUT } ss. COUNTY OF HARTFORD



Jean H. Wozniak Notary Public My Commission Expires June 20, 1998

CERTIFICATE

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

Signed and sealed at the City of Hartford.

Dated the 8TH day of JANUARY 19 98



Robert L. Post Secretary

01012 BID PROPOSAL (SC)

FILED
REX A. SHAW
COUNTY CLERK
98 JAN 12 PM 1:00
UPSHUR COUNTY, TX.
BY _____
DEPUTY

Date: 1/12/99

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc , One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ N/A

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**). Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6**. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid Two Hundred Two Thousand, Five Hundred \$ 202,500.00
dollars and no/100

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid _____ \$ N/A

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16), Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid _____ \$ _____ N/A _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____ N/A _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid _____ \$ _____ N/A _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

<u>ADDENDA NUMBER</u>	<u>DATE</u>
<u>#1</u>	<u>1/8/98</u>
<u>#2</u>	<u>1/9/98</u>
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

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TIME OF COMPLETION

The undersigned agrees to complete the work within One Hundred Twenty Days
(written)

120

calendar days after Notification to Proceed.

(numerical)

Respectfully Submitted

Steve Pauling

Tri-Coastal Systems, Inc.

By 8200 Springwood Dr.

Address

Iring, Texas 75063

City

State

01012 BID PROPOSAL (SC)

Date: 1-12-1998

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):

Having carefully examined the specification, drawings and related documents entitled:

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents.

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and perimeters for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, terminal control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition, in regard to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF:

Base Bid NO BID \$

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF:

Base Bid NO BID \$

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid NO BID \$

01012sc PROPOSAL FORM 1

FILED
REX A. SHAW
COUNTY CLERK
98 JAN 12 PM 2:56

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ITEM 4: FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with metal supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No. 9),
FOR THE SUM OF:

Base Bid NO BID \$

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid NO BID \$

ITEM 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under ITEM 7). Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under ITEM 8) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NO BID \$

ITEM 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronic work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under ITEM 6. (door locks provided under ITEM 8) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid TWO HUNDRED SEVENTY NINE THOUSAND \$279,000

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grilles as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6; detention furnishings and ceilings provided under item 16) FOR THE SUM OF:

Base Bid NO BID \$

ITEM 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc., caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid NO BID \$

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and LEXAN, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid NO BID \$

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NO BID \$

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NO BID \$

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF:

Base Bid NO BID \$

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF:

Base Bid NO BID \$

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work, patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof curbs, removing existing steel beam and related framing/finish at existing entry, installing new steel lintels at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16); Also for

01012a PROPOSAL FORMS 3 OF 5

VOL. 49 PG 858

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof-vents, down spouts and roll insulation below roof FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid NO BID \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF:

Base Bid NO BID \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows: Dinosaur Valley Construction, Inc., P.O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of Upshur County, Texas, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
_____	_____
_____	_____
_____	_____

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

. 01612ac PROPOSAL FORMS 4 OF 5

STAR INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

VOL. 49 PG. 859

NO. **SA 1321026**
(Valid unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoint

Gregory Hettinger of Denver, Colorado

its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts or suretyship to be given to

Applicable to All Obligees

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of **one million (\$1,000,000.00) dollars.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company

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

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by the Secretary this 4th day of February 1997

[Signature]
Michael G. Costello, Secretary

STAR INSURANCE COMPANY

By *[Signature]*
Marc S. Willner, Senior Vice President



STATE OF MICHIGAN)
COUNTY OF OAKLAND)

On this 4th day of February 1997, before me personally came Marc S. Willner, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal as it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order



[Signature]
NOTARY PUBLIC
My Commission Expires
APRIL M. ROBINSON
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 03/13/99

CERTIFICATE

I, the undersigned, of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Southfield in the State of Michigan. Dated the 21st day of January, 1998

[Signature]
Michael G. Costello, Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1-800-394-7808 DIRECT CLAIMS CORRESPONDENCE TO FUNDS MANAGEMENT, INC 188 ASYLUM ST., HARTFORD, CT 06103-3403

6033-Feb 97

Page 1 of 1

VOL 49 PG 860

STAR INSURANCE COMPANY

**BID BOND
BOND NO. - SA1321026**

KNOW ALL MEN BY THESE PRESENTS,

that we, **ALLWEST SYSTEMS, INC.**
5701 W Logan Street
Denver, CO 80216
as Principal (hereinafter called the Principal), and Star Insurance Company, a corporation under the laws of the State of Michigan, as Surety (hereinafter called the Surety) are held and firmly bound unto
Upshur County, Texas
P.O. Box 130; Gilmor, Texas 75644

as Obligees, hereinafter called the Obligees, in the sum of ***Five Percent (5%) of the Total Amount of the Bid*****Dollars (*****5%),** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
**Upshur County Jail Retrofit;
Integrated Security Electronics.**

NOW, THEREFORE, if the Obligees shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligees 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 Obligees the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligees 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 12th day of January, 1998.

[Signature]
(Witness)

Lanida Engel
Witness

ALLWEST SYSTEMS, INC.
(Principal)

By [Signature]
Steven D. Pickett
C.E.O.

STAR INSURANCE COMPANY
By [Signature]
Gregory Rettiger Seal
(Attorney-in-Fact)

TIME OF COMPLETION

The undersigned agrees to complete the work within ONE HUNDRED TWENTY
(written)

120 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted JANUARY 12, 1998

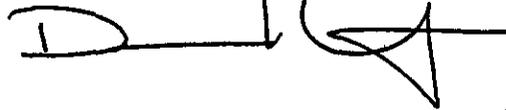
ALLWEST SYSTEMS

By 5701 N. LOGAN

Address DENVER CO 80216

City State

DENNIS KREUTZ
VICE PRESIDENT



VOL. 49 PG 862

TIME OF COMPLETION

The undersigned agrees to complete the work within ONE HUNDRED TWENTY
(written)

120 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted JANUARY 12, 1998

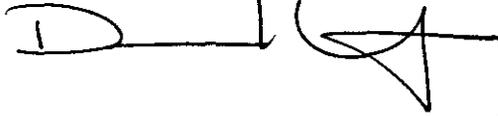
ALLWEST SYSTEMS

By 5701 N. LOGAN

Address DENVER CO 80216

City State

DENNIS KREUTZ
VICE PRESIDENT





January 12, 1998

Upshur County
Upshur County Courthouse
P. O. Box 730
Gilmer, TX 75644

RE: UPSHUR COUNTY JAIL

To Whom It May Concern:

Allwest Systems, Inc has been incorporated in the State of Colorado since May 4, 1988.

The officers of our company are:

Steven D. Pickett, Chief Executive Officer
David L. Shaner, President
Jonathan Graham, Executive Vice President
Robin Gilbert, Chief Financial Officer
Dennis Kreutz, Vice President

Thank You.

Sincerely,
ALLWEST SYSTEMS, INC.

A handwritten signature in black ink, appearing to read "DK" followed by a stylized flourish.

Dennis Kreutz
Vice President

DK/cac

5701 N. Logan St. • Denver, Colorado 80216 • (303) 293-2345 • Fax: (303) 293-2131

VOL. 49 PG 864

01012 BID PROPOSAL (SC)

Date: January 9, 1998

UPSHUR COUNTY COMMISSIONER'S COURT
UPSHUR COUNTY, TEXAS
UPSHUR COUNTY COURT HOUSE
GILMER, TEXAS 75644

Dear Sir(s):
FILED
REX
CO
98 JAN 12 11:55
TX

Having carefully examined the specification, drawings and related documents entitled:

ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER
for
THE COUNTY OF UPSHUR, TEXAS

as issued by McDonald Architects, Inc., One Summit Ave., Ste. 614, Fort Worth, Texas 76102, as well as the conditions affecting the work, the undersigned proposes to furnish all materials and labor called for in them in accordance with said documents

ITEM 1: CONCRETE GRADING, ASPHALT PAVING AND SITE DEMOLITION For furnishing all labor and materials for all concrete work site work, site work, grading, asphalt paving and site demolition, including concrete slabs, foundations, site paving, walks, plazas, generator pad, drive approaches and permits for approaches, concrete curb & gutters, p/c splash blocks, concrete footings at flag poles, concrete topping slabs in existing building, termite control, reinforced concrete piping, catch basin, storm drain transition elbow, footings, concrete steps & landings, concrete setting and fill in pipe bollards by others, expansion joint covers and fillers occurring in floor slabs, concrete saw-cutting into existing floor slabs and tilt-wall panels, for new openings and other related demolition in regards to existing building concrete, placing anchor bolts provided by others, cold pour sealant at joints, fine grading and dampproofing membrane beneath slabs, concrete storm drain inlet and cover, poured in place concrete reinforcing and for furnishing all labor and materials for the installation of earth fill and all grading including sub-grading below slab, silt fence, stabilized construction entry, tree protection, top soil, demolition work for new approaches, site demolition at existing walks and plazas, placing reinforced concrete pipe, Asphalt Paving and Patching, sub-soil drain pipe line, water proofing at stem walls, and gravel fill at sub-soil drain in compliance with and shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 2: PLUMBING For furnishing all labor and materials for plumbing work including detention and standard fixtures and trim, floor drains, downspout tie in at existing building, (see roof plan) gas piping, sewer and water taps, permits and fees, hose bibs, sinks, mop sinks, modifying existing plumbing, adding new over-flow drains piping at existing roof, modifying existing plumbing, condensate drains from new roof top units in compliance with and as shown on the plans and in the specifications, FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 3: FLOORING For furnishing all labor and materials for floor covering and base, patching existing floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF

Base Bid Seventeen thousand four hundred eighty dollars 17,480.00

ITEM 4. FINISH MILLWORK For furnishing all labor and materials for cabinets and millwork including all counter tops with steel supports in control room, cabinets, in compliance with and as shown on the drawings and in the specifications (rough carpentry is part of Item No 9),
FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 5: HVAC For furnishing all labor and materials for all heating ventilation and air conditioning work including supply fans, exhaust fans, ventilation fans, smoke evac systems, wall louvers, security bars occurring in duct systems, grilles, diffusers, modifying existing HVAC systems, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 6: ELECTRICAL For furnishing all labor and materials for all electrical work including providing all wire, conduit, circuits and panels for all electrical power and lighting, including, emergency generator, all light fixtures and switch gear. Also, providing conduit, and boxes for all fire alarms, CCTV, door control console and intercom system (all fire alarms, CCTV, door control console and intercom systems, cable, wire, wire pulls and final connections provided for under **ITEM 7**.) Also providing conduit, wire and wire pulls to all detention door locks and door control console. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEMS 7: SECURITY ELECTRONIC SYSTEMS For furnishing all labor and materials for all security electronics work including providing all fire alarms, CCTV, door control console and intercom systems. All cable, wires, wire pulls and final connections provided for under this section except for wire and pulls to door locks and door control console, these are provided under **ITEM 6**. (door locks provided under **ITEM 8**) in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 8: DETENTION DOORS & WINDOWS / STANDARD DOORS & INTERIOR WINDOWS For furnishing all labor and materials for detention hardware, detention door locks, detention doors and frames, detention windows, detention bar walls, bar doors, stainless steel mirrors, including miscellaneous angles for detention grills as shown on the drawings and in the specifications; also for furnishing all labor and materials for all standard hollow metal window and door frames, hollow metal doors and wood doors, standard door hardware, in compliance with and as shown on the drawings and in the specifications (Conduit, wire and connections to all 24 volt detention door locks and controls provided under item 6, detention furnishings and ceilings provided under item 16) FOR THE SUM OF.

Base Bid _____ \$ _____

ITEMS 9: DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER For furnishing all labor and materials for the installation of exterior metal stud system, gypsum sheathing, metal support systems with gypsum drywall ceiling and wall systems, plaster soffits and plaster coatings on masonry, work including acoustical ceiling and batt insulation above ceilings and within walls, blocking in walls for toilet accessories/grab bars, etc , caulking and

sealants for items within drywall, the setting of all hollow metal door and window frames occurring in drywall, providing and installing all metal access doors within drywall, cutting and modifying existing ceiling system, removing and replacing existing ceiling systems, patching and repairing existing synthetic plaster walls, tape, bed and texture at gypsum board walls and ceilings, in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 10: GLASS & GLAZING For furnishing all labor and materials for the installation of the glass and glazing including detention glass, standard glass and Lexan, as shown on drawings and herein specified FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 11: MASONRY Furnish all labor and materials to install concrete masonry units and glass block including masonry ties, masonry anchors, reinforcing and grout fill, asphaltic dampproofing on walls, dampproofing membrane at brick sills and lintel sills, the setting of all hollow metal door and window frames occurring in masonry walls, sealants and caulking occurring in masonry walls, glass block and glass block accessories, setting all steel embed items occurring in masonry (embed steel provided under item 15), providing and installing rigid insulation in masonry walls, remaining existing synthetic plaster along portions of existing exterior walls, patching and filling existing masonry and masonry/concrete openings, providing copper sub-sills at stem walls as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 12: PAINT, Furnish to job site materials only (no labor) for all painting including block fill and epoxy paint at showers, caulking for joints at detention ceilings, paint for new exterior masonry, parking stripes, as shown on the drawings and in the specifications FOR THE SUM OF:

Base Bid _____ \$ _____

ITEM 13: FIRE STANDPIPE For furnishing design, engineered / approved drawings, labor and materials for the installation of fire standpipe system (by licensed sprinkler contractor only) according to the plans and specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 14: ACCESSORIES AND OVERHEAD DOORS For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, sectional overhead doors, as shown on the plans and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 15: STRUCTURAL STEEL, STANDING SEAM ROOFING, ROOF FLASHINGS & EXISTING ROOF PATCHING For furnishing all labor and materials for the installation of the structural steel framing, furnishing embed plates (set by item 11) and miscellaneous metal work patching existing roof, providing new pitch pans and blocking at existing roof, metal wall panels, flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof cants, removing existing steel beam and related framing/finish at existing entry, installing new steel lintles at new opening in existing walls, in compliance with and as shown on the drawings and in the specifications (steel detention ceilings provided for under item 16). Also for

furnishing all labor and materials for the installation of the roofing system including flashing, gutters, roof vents, down spouts and roll insulation below roof FOR THE SUM OF.

Base Bid _____ \$ _____

ITEM 16: DETENTION FURNISHINGS, AND EQUIPMENT For furnishing to job site all materials (no labor) for detention furnishings, including miscellaneous angles for walls and detention grills, miscellaneous expansion bolts, the cutting of all holes in steel detention ceilings for grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel bunks in compliance with and as shown on the drawings and in the specifications FOR THE SUM OF

Base Bid _____ \$ _____

ITEM 17: DETENTION CEILINGS For furnishing all labor and materials for all steel detention ceilings, including miscellaneous angles for walls, anchors, welding, cutting and installing all detention grilles in compliance with and as shown on the drawings and specifications FOR THE SUM OF

Base Bid _____ \$ _____

The Owner will use the services of a Construction Manager that will coordinate all trades on this project. All crafts will be required to work under the Construction Manager's direction and the Construction Manager will, under the terms of this project, have the same authority as a General Contractor as outlined in the specifications. Any questions pertaining to the bid documents should be directed to the Construction Manager as follows. Dinosaur Valley Construction, Inc., P O. Box 7378, Glen Rose, Texas 76043, telephone number (254)897-4901 or the Architect, McDonald Architects, Inc., One Summit Ave. , Ste. 614, Fort Worth, Texas 76102.

The undersigned agrees, if awarded the contract, to execute and deliver to the Owner, at the time of the signing of the contract, a Performance of Payment Bond of approved form, through an approved bonding company duly authorized to do business in the State of Texas, which is acceptable surety within their underwriting limitations on bonds in favor of **Upshur County, Texas**, as specified in the Instructions to Bidders contained in the specifications.

If he be notified of the acceptance of this Proposal within thirty (30) days of the time set for the opening of bids, he agrees to execute a contract for the above work, for the above stated compensation, in the form herein.

ADDENDA

The undersigned agrees that the following addenda, which have been issued during the bidding period, have been received and have been considered both before and in the preparation of this proposal.

ADDENDA NUMBER	DATE
<u>1</u>	<u>1/9</u>
<u>2</u>	<u>1/9</u>

The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids; that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days.

VOL. 49 PG. 868

TIME OF COMPLETION

The undersigned agrees to complete the work within one hundred twenty
(written)

120 calendar days after Notification to Proceed.
(numerical)

Respectfully Submitted Corporate Finishes Inc.

By David Tony Pini
Address 1700 15th Avenue
1st Wood State

Bond & Power No. B20857
Reference No. CFI-501

KNOW ALL MEN BY THESE PRESENTS,

That we,

CORPORATE FINISHES, INC.

as principal, and

AMERICAN RELIABLE INSURANCE COMPANY

a corporation under the laws of the State of Arizona, as Surety, are held and firmly bound unto

UPSHUR COUNTY

(herein after called the obligee) in the full and just sum of

FOUR HUNDRED AND NO/100

Dollars (\$400.00*****) for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors or successors, jointly and severally, firmly by these presents.

WHEREAS, the said **PRINCIPAL** has submitted the accompanying bid for

JUSTICE CENTER

NOW, THEREFORE, if said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect. Provided, however, that if said contract is not awarded within 60 days of the date of bid opening, this bond shall be void and of no force and effect.

Signed and Sealed this **9TH** day of **JANUARY**, 1998.

Principal: CORPORATE FINISHES, INC.

By: *David Tony Pres*

Surety: AMERICAN RELIABLE INSURANCE COMPANY

By: *Tom Young*
Tom Young or Fred A. Thetford, Jr.
Attorney-In-Fact

(Void if not used within 30 days after date of issue)

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
AMERICAN RELIABLE INSURANCE COMPANY
Administrative Office 8655 E. Via de Ventura, Scottsdale, Arizona 85258

LIMITED POWER OF ATTORNEY

BPA B 20857

BOND REF #CFI-501

POWER OF ATTORNEY VALID IF NUMBERED IN RED

KNOW ALL MEN BY THESE PRESENTS,

That American Bankers Insurance Company of Florida, a corporation duly organized and existing under the laws of the State of Florida, and having its Home Office in Miami, Dade County, Florida and that American Reliable Insurance Company, a corporation duly organized and existing under the laws of the State of Arizona, and having its Home Office in Scottsdale, Maricopa County, Arizona, does by these presents make, constitute and appoint:

*** TOM YOUNG or FRED A. THETFORD, JR. ***

of Fort Worth and State of Texas its true and lawful Attorney-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, on bid bonds, consents of surety, or other written obligations in the nature thereof, as follows

*** BID BONDS (S B A. GUARANTEE AGREEMENT) - MAXIMUM PENALTY \$250,000 ***
*** ANY AND ALL BID BONDS - MAXIMUM PENALTY \$300,000 ***
"This Power of Attorney shall terminate and be of no further effect after December 31, 1999"

In witness whereof, American Bankers Insurance Company of Florida and American Reliable Insurance Company have caused these presents to be signed by its President of American Reliable Insurance Company and its corporate seal to be hereto affixed this 11th day of December, A D. 1997

Attest. [Signature]
Secretary American Bankers Insurance Company of Florida

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
AMERICAN RELIABLE INSURANCE COMPANY
by [Signature]
Bruce Petersen, President of
American Reliable Insurance Company

Attest [Signature]
Secretary, American Reliable Insurance Company

State of Arizona
SS
County of Maricopa

On this 11th day of December, in the year 1997, before me Gwen A. Dick, a notary public, personally appeared Bruce Petersen, personally known to me to be the person who executed the within instrument as President of American Reliable Insurance Company on behalf of the corporation therein named and acknowledged to me that the corporation executed it

[Notary Seal]
GWEN A. DICK
Notary Public - State of Arizona
MARICOPA COUNTY
My Comm Expires Sept 22 1998

[Signature]
NOTARY PUBLIC

RESOLUTION OF THE BOARD OF DIRECTORS OF AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA AND AMERICAN RELIABLE INSURANCE COMPANY

WHEREAS, it is necessary for the effectual transaction of business that the Company appoint agents and attorneys with power and authority to act for it and in its name in the states and territories of the United States, and additionally American Bankers Insurance Company of Florida in the provinces of the Dominion of Canada.

RESOLVED, that the American Bankers Insurance Company of Florida and American Reliable Insurance Company hereby does authorize and empower the President of American Reliable Insurance Company in conjunction with its Secretary or one of its Designated Signers, under its corporate seal, to appoint any person or persons to act as its true and lawful attorney-in-fact, to execute and deliver any and all contracts, guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted to all actions or proceedings, or by law allowed, and

FURTHER RESOLVED, that the signature of any officer authorized by resolutions of the Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

I certify the above is a true copy of a resolution adopted by unanimous consent by the Board of Directors of AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA and AMERICAN RELIABLE INSURANCE COMPANY, on July 29, 1993

[Signature]
SECRETARY, American Reliable Insurance Company

[Signature]
SECRETARY, American Bankers Insurance Company of Florida

I, the undersigned Secretary of American Bankers Insurance Company of Florida, and I, the undersigned Secretary of American Reliable Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certificate of this Power of Attorney is signed and sealed by facsimile under and by the authority of the resolution adopted by the Board of Directors of the American Bankers Insurance Company of Florida and the Board of Directors of American Reliable Insurance Company by unanimous consent on the 29th day of July, 1993, and that said resolution has not been amended or repealed

Given under my hand and the seal of said Company, this 9th day of JANUARY, 19 98

[Signature]
SECRETARY, American Reliable Insurance Company

[Signature]
SECRETARY, American Bankers Insurance Company of Florida

To Form and Be A Part of Bond Number B20857

Principal Name CORPORATE FINISHES, INC.

Bond & Power No. B20858
Reference No. CFI-502

KNOW ALL MEN BY THESE PRESENTS,

That we,

CORPORATE FINISHES, INC.

as principal, and

AMERICAN RELIABLE INSURANCE COMPANY

a corporation under the laws of the State of Arizona, as Surety, are held and firmly bound unto

UPSHUR COUNTY

(herein after called the obligee) in the full and just sum of

FOUR HUNDRED EIGHTY AND NO/100

Dollars (\$480.00*****) for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors or successors, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for

JUSTICE CENTER

NOW, THEREFORE, if said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with Surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect. Provided, however, that if said contract is not awarded within 60 days of the date of bid opening, this bond shall be void and of no force and effect.

Signed and Sealed this **9TH** day of **JANUARY**, 1998.

Principal: CORPORATE FINISHES, INC.

By: David Tony Pres.

Surety. American Reliable Insurance Company

By: Tom Young
Tom Young or Fred A. Thetford, Jr.
Attorney-In-Fact

(Void if not used within 30 days after date of issue)

AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
AMERICAN RELIABLE INSURANCE COMPANY

Administrative Office, 8655 E. Via de Ventura, Scottsdale, Arizona 85258

LIMITED POWER OF ATTORNEY

BOND REF #CFI-502

BPA B 20858

POWER OF ATTORNEY VALID IF NUMBERED IN RED

KNOW ALL MEN BY THESE PRESENTS,

That American Bankers Insurance Company of Florida, a corporation duly organized and existing under the laws of the State of Florida, and having its Home Office in Miami, Dade County, Florida and that American Reliable Insurance Company, a corporation duly organized and existing under the laws of the State of Arizona, and having its Home Office in Scottsdale, Maricopa County, Arizona, does by these presents make, constitute and appoint:

***** TOM YOUNG or FRED A. THETFORD, JR. *****

of Fort Worth and State of Texas its true and lawful Attorney-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, on bid bonds, consents of surety, or other written obligations in the nature thereof, as follows:

***** BID BONDS (S B A GUARANTEE AGREEMENT) - MAXIMUM PENALTY \$250,000 *****
***** ANY AND ALL BID BONDS - MAXIMUM PENALTY \$300,000 *****
"This Power of Attorney shall terminate and be of no further effect after December 31, 1999"

In witness whereof, American Bankers Insurance Company of Florida and American Reliable Insurance Company have caused these presents to be signed by its President of American Reliable Insurance Company and its corporate seal to be hereto affixed this 11th day of December, A D., 1997.

Attest [Signature]
Secretary, American Bankers Insurance Company of Florida



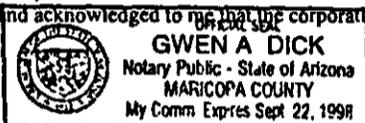
AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
AMERICAN RELIABLE INSURANCE COMPANY

by [Signature]
Bruce Petersen, President of
American Reliable Insurance Company

Attest [Signature]
Secretary, American Reliable Insurance Company

State of Arizona
SS
County of Maricopa

On this 11th day of December, in the year 1997, before me Gwen A. Dick, a notary public, personally appeared Bruce Petersen, personally known to me to be the person who executed the within instrument as President of American Reliable Insurance Company on behalf of the corporation therein named and acknowledged to me that the corporation executed it



[Signature]
NOTARY PUBLIC

RESOLUTION OF THE BOARD OF DIRECTORS OF AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA
AND AMERICAN RELIABLE INSURANCE COMPANY

WHEREAS, it is necessary for the effectual transaction of business that the Company appoint agents and attorneys with power and authority to act for it and in its name in the states and territories of the United States, and additionally American Bankers Insurance Company of Florida in the provinces of the Dominion of Canada.

RESOLVED, that the American Bankers Insurance Company of Florida and American Reliable Insurance Company hereby does authorize and empower the President of American Reliable Insurance Company in conjunction with its Secretary or one of its Designated Signers, under its corporate seal, to appoint any person or persons to act as its true and lawful attorney-in-fact, to execute and deliver any and all contracts, guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted to all actions or proceedings, or by law allowed, and

FURTHER RESOLVED, that the signature of any officer authorized by resolutions of the Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof, such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

I certify the above is a true copy of a resolution adopted by unanimous consent by the Board of Directors of AMERICAN BANKERS INSURANCE COMPANY OF FLORIDA and AMERICAN RELIABLE INSURANCE COMPANY, on July 29, 1993

[Signature]
SECRETARY, American Reliable Insurance Company

[Signature]
SECRETARY, American Bankers Insurance Company of Florida

I, the undersigned Secretary of American Bankers Insurance Company of Florida, and I, the undersigned Secretary of American Reliable Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certificate of this Power of Attorney is signed and sealed by facsimile under and by the authority of the resolution adopted by the Board of Directors of the American Bankers Insurance Company of Florida and the Board of Directors of American Reliable Insurance Company by unanimous consent on the 29th day of July, 1993, and that said resolution has not been amended or repealed

Given under my hand and the seal of said Company, this 9th day of JANUARY, 19 98

[Signature]
SECRETARY, American Reliable Insurance Company

[Signature]
SECRETARY, American Bankers Insurance Company of Florida

To Form and Be A Part of Bond Number B20858

Principal Name, CORPORATE FINISHES, INC.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned N. D. Williams Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Sumac Road, 3/4 mile South to Farm Road 1975.

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Dennis Williams
N. D. Williams Timber, Dennis Williams
First Party Signature

P. O. Box 899
Street or Box

Tatum, TX 75691
City, State and Zip Code

903-947-6115
Telephone

Stewart
Timber Tract

01/06/98
Date Signed

Ch
County Judge

Gaddis Lindsey
Commissioner 1

Jenny Stanley
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

1-12-98
Date Signed

FILED
FEB 13 1998
UPSHUR COUNTY, TX
COURT CLERK

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned Wood County Tie & Timber, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.

First Party agrees to use only that section of (describe exact route, direction and miles in tenths) off 271 to Bear Road, app. 1 mile

2.

First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.

First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2, Upshur County.

4.

First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.

First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.

Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Sam Luby
Wood County Tie & Timber
First Party Signature

Rt. 2, Box 25633
Street or Box

Winnsboro, TX 75494
City, State and Zip Code

903-797-6036
Telephone

Winfield
Timber Tract

12/31/97
Date Signed

[Signature]
County Judge

Gaddis Luby
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

1-12-98
Date Signed

98 JAN 13 11 08:06
FILED
CLERK'S OFFICE
UPSHUR COUNTY
WINNSBORO, TEXAS

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ()

The undersigned Tucker Trucking, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same; enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Off 271 onto Point Pleasant Rd., 1/4 mile, Willow Oak 1 mile, right on Fir Road, 1 mile . an A-Frame house.

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 1, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Tommy Tucker
Tuckers Trucking, Tommy
First Party Signature

P. O. Box 520
Street or Box

Naples, TX 75568
City, State and Zip Code

903-897-5095
Telephone

Parker
Timber Tract

12/31/97
Date Signed

Clay J. Steel
County Judge

Gaddis Linder
Commissioner 1

Tommy Standley
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

1-12-98
Date Signed

FILED
REX P. SHAW
COUNTY CLERK
93 JAN 13 AM 8 06
UPSHUR COUNTY, TX

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR () KNOW ALL MEN BY THESE PRESENTS

The undersigned Forest Resource Recovery, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 2, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 2, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Regonia 2.0 miles to Hwy 155

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 2, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

James Reed
Forest Resource Recovery, Mark Wilbanks
First Party Signature

Rt. 1, Box 308
Street or Box

Queen City, TX 75572
City, State and Zip Code

903-728-5233
Telephone

Maddox
Timber Tract

1/5/98
Date Signed

Ch
County Judge
Gadchis Lundy
Commissioner 1
Tommy J. Taylor
Commissioner 2
[Signature]
Commissioner 3
[Signature]
Commissioner 4
1-12-98
Date Signed

FILED
JAN 13 11 00 AM '98
COUNTY CLERK

Permit issued for a period not to exceed 90 days.

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO: THE UPSHUR COUNTY COMMISSIONERS COURT
COUNTY OF UPSHUR
GILMER, TEXAS

PRECINCT No. 3
DATE 1/05/97

Formal notice is hereby given that John Anderson
whose principal address is Rt. 8, Box 1218 Gilmer, TX 75644
does propose to place a culvert
within the ROW of County Road Chinaberry
as follows: 1/2 mile past Church of Power, last residence on left,
2 blue trash cans.

John Anderson

The location and description of the proposed lines or appertenances is more fully shown by three (3) copies of drawings attached to this application.

All work will be as directed by the County Commissioner or his designate in full accordance with Upshur County Road and Bridge Department policies and specifications.

Proposed construction will begin, if approved, on or after _____ day of _____, 19____.

NAME _____

TITLE _____

Address _____

Chris Best
Wade Lindsey
Tommy Stante
Chris Johnson

FILED
KELLY S. SMITH
COUNTY CLERK
98 JAN 13 AM 8:06
UPSHER COUNTY, TX.
BY _____
TTHNY

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned JOE WOOTEN TIMBER, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 5, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) _____
.6 TENTHS MILL WEAVING Willow off 155

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing TIMBER from its lands located in Precinct No. 3, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND or CASH BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Dennis Stewart
First Party Signature

133 AKINS ROAD
Street or Box

TEXARKANA TX 75501
City, State and zip Code

(903) 832-4314
Telephone

SHUMATE
Timber Tract

12-12-97
Date signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

1-12-98
Date Signed

98 JAN 13 11:06 AM
CLERK OF COUNTY CLERK

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

VOL 49 PG 879

THE STATE OF TEXAS . X
COUNTY OF UPSHUR X

KNOW ALL MEN BY THESE PRESENTS

The undersigned Tucker TRUCKING, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of Precinct No. 3, Upshur County, Texas, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) RED MAPLE TO 1002 - 2 MILES ON RED MAPLE

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First Party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing LOGS from its lands located in Precinct No. 3, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND or CASH BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6702-1, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6702-1, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Jim Harbin (Tucker Trucking)
First Party Signature

Ch
County Judge

Street or Box _____

Ardis Lundy
Commissioner 1

NAPLES TX 75568
City, State and Zip Code

Tommy Stender
Commissioner 2

(903) 897-5095
Telephone

[Signature]
Commissioner 3

HAVES
Timber Tract

Chris [Signature]
Commissioner 4

1-03-98
Date Signed

1-12-98
Date Signed

Permit issued for a period not to exceed 90 days.

FILED
PLX
CORP
98 JAN 13 AM 8:06

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR () KNOW ALL MEN BY THESE PRESENTS

The undersigned Larry Pate, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Hwy. 49 to Elderberry or 30103
1/2 mile on right.

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$_____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Larry Pate
Forest Resource Recovery
First Party Signature

Rt. 1, Box 308
Street or Box

Queen City, TX 75572
City, State and Zip Code

903-728-5233
Telephone

Neely
Timber Tract

1/09/98
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

1-12-98
Date Signed

REC'D
JAN 13 AM 10:06
COUNTY CLERK

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
COUNTY OF UPSHUR ()

KNOW ALL MEN BY THESE PRESENTS

The undersigned Maxine Henson, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 3, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 3, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Weeping Willow, 2 1/2 miles to Persimmon, 1/2 mile Hwy. 155

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 3, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Alta Secho
Henson Logging, Barry or Maxine Henson
First Party Signature

Rt. 5, Box 51077
Street or Box

Winnsboro, TX 75494
City, State and Zip Code

903-365-7184
Telephone

Chris-Wess Inc., Hurbert Young
Timber Tract

1/09/98
Date Signed

Ch
County Judge

Walter L. Smith
Commissioner 1

Tommy Stankle
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

1-12-98
Date Signed

FILED
REC'D
93 MAR 13 AM 9:05
COUNTY CLERK

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ()
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UPSHUR ()

The undersigned Greg Mayes, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No. 1, Upshur County, and in order to get material to market it is necessary to use a portion of Upshur County roads located in Precinct No. 1, over which Commissioner has jurisdiction and obligation to maintain in good repair, and both parties being aware of possible damage to said roads as a result of hauling on and over same, enter into the following agreement:

1.
First Party agrees to use only that section of (describe exact route, direction and miles in tenths) Hwy. 154 to Owl Road, 3/4 mile

2.
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing logs from its lands located in Precinct No. 1, Upshur County.

4.
First Party agrees to put said road back into the same condition as it was prior to the commencement of hauling operations on the part of First Party.

5.
First Party agrees to POST SURETY BOND in the amount of \$ _____ to Upshur County Commissioner's Court to insure performance of agreement.

6.
Nothing herein shall be construed as a waiver by the Commissioner of the authority granted him by Article 6716, V.A.C.S., but the rights and authority granted the Commissioner by the terms of Article 6716, V.A.C.S., are expressly reserved by the Commissioner in the event First Party fails to abide by the conditions above set forth.

Shawn Silber
Weyerhaeuser
First Party Signature

Ch
County Judge

HC 74, Box 100
Street or Box

Gaddis Luck
Commissioner 1

Wright City, OK 74766
City, State and Zip Code

Tommy
Commissioner 2

405-981-1506
Telephone

[Signature]
Commissioner 3

Timber Tract

[Signature]
Commissioner 4

1/09/98
Date Signed

1-12-98
Date Signed

Permit issued for a period not to exceed 90 days.

93 JAN 13 11:05
PERMITS

UPSHUR COUNTY LIBRARY MONTHLY REPORT
FOR THE MONTH OF DECEMBER, 1997

REGISTRATION REPORT

Previous balance-----Cards	<u>7,013</u>	Individuals	<u>16,505</u>
Added from city--cards	<u>5</u>	Individuals	<u>9</u>
Added from county--cards	<u>20</u>	Individuals	<u>61</u>
Total added for month-cards	<u>7,038</u>	Individuals	<u>70</u>
CURRENT TOTAL-----CARDS		INDIVIDUALS	<u>16,575</u>

CATALOGING REPORT

Total holdings as of	<u>DECEMBER 1, 1997</u>	<u>71,137</u>
Adult books added-----	<u>225</u>	
Juvenile books added-----	<u>40</u>	
Total books added-----	<u>265</u>	
Non-book items added-----	<u>0</u>	
Total materials added-----		<u>265</u>
Books withdrawn-----	<u>0</u>	
Non-book items withdrawn-----	<u>0</u>	
Total withdrawn-----		<u>0</u>
Net Total materials added-----		<u>265</u>
TOTAL HOLDINGS TO DATE-----		<u>71,402</u>

CIRCULATION REPORT

Materials circulated as of	<u>DECEMBER 1, 1997</u>	<u>8,741</u>
Adult books circulated-----	<u>2,858</u>	
Juvenile books circulated-----	<u>1,176</u>	
Total books circulated-----		<u>4,034</u>
Pictures circulated-----	<u>0</u>	
Records circulated-----	<u>5</u>	
Adult cassette tapes-----	<u>111</u>	
Juvenile cassette tapes-----	<u>12</u>	
Video tapes-----	<u>93</u>	
Magazines-----	<u>21</u>	
Puzzles-----	<u>7</u>	
Total non-book materials circulated-----		<u>249</u>
Interlibrary loans-books-----	<u>15</u>	
Non-book interlibrary loans-----	<u>5</u>	
Total interlibrary loans-----		<u>20</u>
Total circulation for the month-----		<u>4,303</u>
TOTAL CIRCULATION FOR THE YEAR-----		<u>13,044</u>

OTHER LIBRARY ACTIVITIES

Reference questions -----monthly	<u>1,539</u>	to date	<u>6,031</u>
Patrons entering library-----monthly	<u>3,575</u>	to date	<u>10,811</u>
Volunteer hours logged-----monthly	<u>72</u>	to date	<u>135</u>
Use of conference room-----monthly	<u>17</u>	to date	<u>45</u>
Use of Activity Center-----monthly	<u>32</u>	to date	<u>92</u>
Library programs-----monthly	<u>2</u>	to date	<u>11</u>
Attendance at programs-----monthly	<u>306</u>	to date	<u>836</u>

Date: 1-12-98

COMMISSIONER COURT
ATTENDANCE SHEET

FILED
REX A. SHAW
COURT CLERK
98 JAN 12 PM 12:56
LEFLORE COUNTY, TX.

BY _____
CLERK

Name	City of Residence
Ben Shesser	White Oak
Eugene Henderson	Ore City
Allen Tharp	Big Sandy
Dona Stupp	Gilmer
Ernest Filkins	Gilmer
W. D. Day	Gilmer
Fred Potts	Ore City Ore City
Newman Hayson	Gilmer / District Clerk Office
Glen Campbell	Gilmer
Robert Crowley	"
R. D. Crow	Gilmer
Dalton Blundell	Gilmer

Nancy Longor	Gilmer VOL 49 PG 885
Phillip Williams	(CYLER MORNING GILMER TELEGRAPH)
Mary Harris	Gilmer
J. H. H.	Longview News-Journal
Samuel	DVEI
Norman McDonald	McDonald Architects
Jim Young	CONTACT CONTRACTORS
Jim Duke	Peck Plumbing
Jim Pt	Home Elect Co
GARY DEVEREAUX	DEVED INDUSTRIES

PG. 1 OF 2

