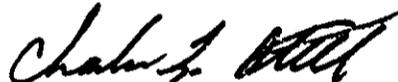


NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
FRIDAY, FEBRUARY 27, 1998, 9:00 AM, SPECIAL SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

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 appropriate action.
4. Consider approval of any payroll changes and take appropriate action.
5. Accept payroll register for February.
6. Accept for recording a letter from TxDOT on right of way expenditures.
7. Hear a report from Commissioners Lindsey, Thompson and Jackson on available office space. Take action if necessary.
8. Hear from Sheriff Cross on operation of the County Jail; The Commissioner Courts' obligation for providing contractual matter between Upshur County and T. D. C. J. and cooperation between the County, the Sheriff and T. D. C. J.
9. Accept for recording contracts and proof of insurance on the jail addition.
10. Approve applications for use of Upshur County roads and right of way.

  
 Charles L. Still  
 County Judge

98 FEB 24 AM 8:45  
 COUNTY CLERK, TX.  
 BY \_\_\_\_\_ DEPUTY

**NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
FRIDAY, FEBRUARY 27, 1998, 9:00 AM, SPECIAL SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR**

AGENDA *Addendum*

1. **Accept financial statement.**
2. **Consider adopting a resolution and agreement to contribute funds for FM 852.**

*Charles L. Still*

Charles L. Still  
County Judge

*[Signature]*  
UPSHUR COUNTY, TEXAS  
198 FEB 24 AM 11:23  
PEX FILED  
COUNTY CLERK  
AIR MAIL

UPSHUR COUNTY COMMISSIONERS COURT

2-27-1998

COMMISSIONERS COURT MET IN SPECIAL SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE MINUTES OF PREVIOUS MEETING DATED 2-23-1998. 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 ACCOUNTS PAYABLE AS PRESENTED BY COUNTY TREASURER. MOTION CARRIED. COPY ATTACHED.
4. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE THE FOLLOWING PAYROLL CHANGES:

DENISE BERRY-DUE TO PROMOTION TO CHIEF DEPUTY.  
 CASEY FATE-DUE TO PROMOTION  
 MELISSA CHEVALIER-DUE TO PROMOTION  
 TEENA HENSON-DUE TO PROMOTION  
 DONNA TIMMONS-DUE TO MERIT INCREASE

MOTION CARRIED. COPY OF ALL ATTACHED.

6. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO APPROVE RECORDING LETTER FROM COUNTY AUDITOR, BEN SHEPPERD, CONCERNING PROJECTED RIGHT OF WAY EXPENDITURES. MOTION CARRIED. COPY ATTACHED.

7. NO ACTION TAKEN ON AGENDA ITEM CONCERNING REPORT FROM COMMISSIONERS LINDSEY, THOMPSON AND JACKSON ON AVAILABLE OFFICE SPACE.

8. SHERIFF BUCK CROSS MET WITH COURT TO DISCUSS OPERATION OF THE COUNTY JAIL AND HOUSING OUT OF COUNTY AND STATE PRISONERS IN UPSHUR COUNTY JAIL. SHERIFF CROSS STATED HE WILL GET THE BEST POSSIBLE CONTRACT POSSIBLE.

9. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING THE FOLLOWING CONTRACTS AND PROOF OF INSURANCE ON THE UPSHUR COUNTY JAIL ADDITIONS:

NAME OF CONTRACTOR	WORK OF CONTRACT	BONDING COMPANY	CERTIFICATE OF INSURANCE
DEVCO INDUSTRIES	GLASS AND GLAZING	CBIC	YES
CONTECH CONTRACTORS	DRYWALL, TAPE, BED CARPENTRY AND PLASTER	WEST AMERICAN	YES
A & C FIRE PROTECTION	DETENTION CEILINGS	CBIC	YES
A & C FIRE PROTECTION	FIRE STANDPIPE	CBIC	YES
PROGRESSIVE MASONRY & CONTRACTING SERVICES	MASONRY	AMWEST	YES

MOTION CARRIED. COPIES OF ALL THE ABOVE ATTACHED.

UPSHUR COUNTY COMMISSIONERS COURT

ADDENDUM:

1. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO ACCEPTING FINANCIAL STATEMENTS SUBMITTED BY COUNTY AUDITOR. FINANCIAL STATEMENTS FOR THE FOUR MONTHS ENDED JANUARY 31, 1998. FINANCIAL STATEMENTS ON FILE IN OFFICE OF COUNTY CLERK.

2. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE ADOPTING RESOLUTION AND AGREEMENT TO CONTRIBUTE FUNDS FOR ROW PROJECT ON FM 852. MOTION CARRIED. COPY ATTACHED.

10. MOTION BY RICK JACKSON SECONDED BY KENNY THOMPSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS, PERMIT APPLICATIONS AND/OR APPLICATIONS FOR FILLING ABANDONED WELLS.

PERMIT APPLICATION SUBMITTED BY PRITCHETT WATER SUPPLY TO INSTALL A WATER LINE IN ROW OF WHITE PINE, WHITE OAK ROAD, PEAR ROAD, SWEET GUM ROAD AND LOCUST ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY ALWIN ALBRIGHT TO HAUL LOGS ON MAGNOLIA ROAD.

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

SPECIAL ROAD USE AGREEMENT CONTRACT SUBMITTED BY SCOTT NEWLAND LAND AND TIMBER TO HAUL LOGS ON LOCUST.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DEAN LUMBER COMPANY TO HAUL LOGS ON PETUNIA AND NARRISSUS.

APPLICATION FOR FILLING ABANDONED WELL SUBMITTED BY EUGENE HELMS. WELL IS LOCATED ON LARKSPUR ROAD.

PERMIT APPLICATION SUBMITTED BY BARBARA GANDY TO INSTALL A CULVERT IN ROW OF DAYLILLY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY E & S TIMBER TO HAUL LOGS ON GROUSE, KING FISHER AND GOLD FINCH.

PERMIT APPLICATION SUBMITTED BY EAST TEXAS TELEPHONE TO PLACE A CABLE IN ROW OF SLAGO LILLY ROAD.

MOTION CARRIED ON ALL THE ABOVE. COPIES ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE PAYROLL FOR THE MONTH OF FEBRUARY. MOTION CARRIED. COPY ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES FOR RECORDING PURPOSES ONLY.

APPROVED THIS 9th DAY OF MARCH, 1998.

Charles Still  
JUDGE CHARLES STILL

Gaddis Lindsey  
COMMISSIONER PCT. #1 GADDIS LINDSEY

Tommy Stanley  
COMMISSIONER PCT. #2 TOMMY STANLEY

Rick Jackson  
COMMISSIONER PCT. #3 RICK JACKSON

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

ATTEST:

Debra Shaw  
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 27<sup>th</sup>  
day of FEBRUARY, 1998.

Charles 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

98 FEB 27 AM 10:02  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 2-27-98

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	451	3010	5.94
To:	10	451	3030	5.94

Reason:

Wanda Costen, J.P.  
Department Head

\_\_\_\_\_  
Attest - County Clerk

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 2-27-98

Honorable Commissioners Court of Upshur County:

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

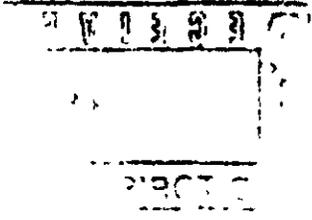
From:	<u>FUND</u>	<u>DEPT.</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
	10	476	4145	500
To:	10	476	4155	500

Reason: TRIAL EXPENSE



Department Head D.A.

Attest - County Clerk



UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

06 Mar 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/27/98 thru 03/06/98

PAGE 1

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76132-APCA	02/27/98	UPSHUR COUNTY INSURANCE ACCO	\$3,198 95	\$3,198 95	ADP/CLAIMS; EMP. INS. COSTS
76133-APCA	02/27/98	DIVERSIFIED COLLECTION SERVI	\$102 00	\$102 00	ALICE MATHIS HOPKINS/SS#454-06-0192
76134-APCA	02/27/98	PEBSCO PAYROLL PROCESSING	\$3,141 97	\$3,141 97	ENTITY#32039 PAYROLL DEDUCTIONS
76135-APCA	02/27/98	FIRST NATIONAL BANK GILMER	\$45,945 34	\$45,945 34	FICA; MEDICARE PAYROLL DEDUCTIONS
76136-APCA	02/27/98	FIRST NATIONAL BANK GILMER	\$28,394 43	\$28,394 43	WITHHOLDING PAYROLL DEDUCTIONS
76137-APCA	02/27/98	UPSHUR COUNTY IRC/125	\$1,554 66	\$1,554 66	UNREIMBURSED MEDICAL PAYROLL DEDUCTION
76138-APCA	02/27/98	UPSHUR COUNTY IRC/125	\$346 50	\$346 50	125/NATIONAL FAMILY CARE PAYROLL DEDUCTION
76139-APCA	02/27/98	UPSHUR COUNTY IRC/125	\$336 52	\$336 52	125/AMERICAN HERITAGE PAYROLL DEDUCTION
76140-APCA	02/27/98	UPSHUR COUNTY IRC/125	\$217 95	\$217 95	125/TRANSPORT LIFE PAYROLL DEDUCTION
76141-APCA	02/27/98	UPSHUR COUNTY IRC/125	\$1,001 40	\$1,001 40	125/CENTRAL UNITED PAYROLL DEDUCTION
76142-APCA	02/27/98	UPSHUR COUNTY IRC/125	\$7,105 43	\$7,105 43	125 DEPENDENT INS PREMIUMS/PAYROLL
76143-APCA	02/27/98	INTERNAL REVENUE SERVICE	\$1 93	\$1 93	LABR 0 03/295620572(1040A) 02/27/98 LEVY
76144-APCA	02/27/98	ATTORNEY GENERAL OF TEXAS	\$310 00	\$310 00	MULTIPLE PAYORS 02/27/98 PAYROLL
76145-APCA	02/27/98	AUSTIN BANK-GILMER	\$100 00	\$100 00	ABQ/PAYROLL SAVINGS PLAN
76146-APCA	02/27/98	EAST TEXAS PROFESSIONAL	\$3,187 00	\$3,187 00	ETPCU/PAYROLL SAVINGS PLAN
76147-APCA	02/27/98	FIRST NATIONAL BANK	\$860 00	\$860 00	FNB/PAYROLL SAVINGS PLAN
76148-APCA	02/27/98	GILMER NATIONAL BANK	\$255 00	\$255 00	GNB/PAYROLL SAVINGS PLAN
76149-APCA	02/27/98	GILMER SAVINGS BANK	\$50 00	\$50 00	GSB/PAYROLL SAVINGS PLAN
76150-APCA	02/27/98	UPSHUR COUNTY INSURANCE ACCO	\$965 36	\$965 36	DEPENDENT INS. PREMIUMS/PAYROLL
76151-APCA	02/27/98	RHONDA GAIL YOUNG	\$250 00	\$250 00	#281-93/JOEY YOUNG#460253977 02/27/98
76152-APCA	02/27/98	RUBY COOPER, DISTRICT CLERK	\$215 00	\$215 00	EARNEST BECK, CAUSE#97-2125-DR 02/27/98
76153-APCA	02/27/98	TEXAS COUNTY & DISTRICT RETI	\$47,685 23	\$47,685 23	UNIT#329 MONTHLY REPORT
76156-APCA	02/27/98	26TH COUNTY&DISTRICT CLERKS'	\$140 00	\$140 00	D CLK-REGIST/FRANKIE HAMBERLIN(26TH CO'DIST_CLK_SEMINAR)
76157-APCA	02/27/98	CHARLES K THOMPSON	\$66 15	\$66 15	PCT#4-REIMBURSE/ACCT#GMO2582 360 BILLING
76158-APCA	02/27/98	CITY OF GILMER	\$1,289 34	\$141 04 \$50 15	CO CTH-ACCT#130274000/FEB 19'98 BILLING CO TAX-ACCT#120151000/FEB 19'98 BILLING

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

06 Mar 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/27/98 thru 03/06/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$15 00	911-ACCT#Q10076050/FEB 19'98 BILLING
				\$1,053 15	J CTR-ACCT#010067500/FEB 19'98 BILLING
				\$15 00	ROCK BLDG-ACCT#130345000/FEB 19'98 BILLING
				\$15 00	PORTER BLDG-ACCT#120171000/FEB 19'98 BILLING
76159-APCA	02/27/98	GENERAL TELEPHONE COMPANY	\$3,243 16	\$3,206 91	TELE COMM-#843-3083/FEB 13'98 BILLING
				\$36 25	TELE COMM-#636-9970/FEB 13'98 BILLING
76160-APCA	02/27/98	GILMER CABLE TV CO , INC	\$432 80	\$421 00	NON DEPT-ACCT#15446/MARCH'98 RADIO MAINT
				\$11 80	COMPUTER-ACCT#19305/MARCH'98 DATA LINK
76161-APCA	02/27/98	JERRY MOORE	\$14 91	\$14 91	CO JAIL-REIMBURSE/MEALS
76162-APCA	02/27/98	JOHN DEERE CREDIT	\$1,489 19	\$1,489 19	PCT32-INV#148525/ACCT#999994161/JD WHEEL LOADER MARCH'98
76163-APCA	02/27/98	JOHN DEERE CREDIT	\$853 40	\$853 40	PCT#2-INV #146757/ACCT#999994161/TRACTOR BACKHOE(2'98)
76164-APCA	02/27/98	RICK JACKSON	\$69 85	\$69 85	PCT#3-REIMBURSE/JACKSONVILLE, AR(EQUIP INSP)
76165-APCA	02/27/98	SOUTHWESTERN ELECTRIC POWER	\$3,462 05	\$1,936 09	J CTR-ACCT#716860/FEB 13'98 BILLING
				\$154 74	911-ACCT#254136955/FEB 13'98 BILLING
				\$545 51	CO TAX-ACCT#254106958/FEB 13'98 BILLING
				\$38 05	PORTER BLDG-ACCT#556852/FEB 13'98 BILLING
				\$84 99	CO LIB-ACCT#4036695/FEB 17'98 BILLING
				\$518 79	CO LIB-ACCT#6668859/FEB 17'98 BILLING
				\$103 30	ROCK BLDG-ACCT#3596699/FEB 17'98 BILLING
				\$80 59	ROCK BLDG-ACCT#406819/FEB 17'98 BILLING
76166-APCA	02/27/98	SPRINT	\$5 86	\$5 86	TELE COMM-ACCT#131782320/FEB 17'98 BILLING
76167-APCA	02/27/98	STATE COMPROLLER	\$132 42	\$132 42	TP STATE FEES COLLECTED 1/31/98
76168-APCA	02/27/98	UPSHUR COUNTY	\$18,169 43	\$18,169 43	UPSHUR % FOR STATE FEES QTR ENDING 1/31/98
76169-APCA	02/27/98	UPSHUR-RURAL ELECTRIC COOP ,	\$63 81	\$63 81	PCT#2-ACCT#41186523&91396012/FEB 20'98 BILL
76170-APCA	02/27/98	WAL-MART #146	\$97 55	\$97 55	D A-NANCY JONES/HOT CK RESTITUTION
76171-APCA	02/27/98	WILLIAM PREUNINGER	\$6 47	\$6 47	CO JAIL-REIMBURSE/MEAL
76172-APCA	HC 02/27/98	FIRST NATIONAL BANK GILMER	\$150,000 00	\$150,000 00	CD#28356 PURCHASED@5 66%(30days)TO MATURE 3/30/98
76173-APCA	HC 03/02/98	FIRST NATIONAL BANK OF GILME	\$3,000,000 00	\$1,000,000 00	CD#28361 PURCHASED@5 66%(7days)TO MATURE 3/9/98
				\$2,000,000 00	CD#28362 PURCHASED@5 66%(31days)TO MATURE 4/2/98
76176-APCA	03/06/98	FIRST NATIONAL BANK GILMER	\$350,000 00	\$350,000 00	CD#29058 PURCHASED@5 62%(367days)TO MATURE

NO HO PER 288

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

06 Mar 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/27/98 thru 03/06/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					3/8/99
76177-APCA	03/06/98	GILMER NATIONAL BANK	\$8,273 21	\$8,273 21	DEBT SERVICE-BANK NOTE DUE 3/8/98(P&I)
76178-APCA	03/06/98	HENDERSON COUNTY SHERIFF	\$50 00	\$50 00	NON DEPT-CAUSE#430-96 SERVICE FEE
76179-APCA	03/06/98	MIKE PAPPAS, CONSTABLE PCT#1	\$45 00	\$45 00	NON DEPT-CAUSE#430-96 SERVICE FEE
76180-APCA	03/06/98	UPSHUR COUNTY DISTRICT ATTOR	\$80 00	\$80 00	NON DEPT-(8)*10 00 BILLS FOR SERVICE OF PAPERS
Total for APCA - Accounts Payable Clearing Account			\$3,683,209 27		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

06 Mar 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/27/98 thru 03/06/98

PAGE 4

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
1069-FNB 125	HC 02/27/98	UPSHUR CO OPERATING ACCOUNT	\$1,902 37	\$1,902 37	CANCER, HEART/STROKE PREM/125-2/27/98 PAYROLL
1070-FNB 125	HC 02/27/98	UPSHUR COUNTY INSURANCE ACCO	\$7,105 43	\$7,105 43	125 DEPENDENT INS PREM/IRC/125 2/98 PAYROLL
Total for FNB 125 - IRC/125 PLAN			\$9,007 80		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

06 Mar 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 02/27/98 thru 03/06/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
859-FNB INS	HC 03/03/98	UPSHUR COUNTY INSURANCE CLEA	\$16,766 78	\$13,153 87	2/26/98 PAYMENT REGISTER
				\$3,612 91	02/26/98 PAYMENT REGISTER (STOP LOSS)
860-FNB INS	HC 03/06/98	HEALTHCARE PARTNERS	\$16,428 68	\$16,428 68	GROUP UPS01 MONTHLY COSTS 3/98
861-FNB INS	HC 03/06/98	FIRST NATIONAL BANK	\$125,000 00	\$125,000 00	CD#29059 PURCHASED@5 75%(31days)TD MATURE 4/6/98
Total for FNB INS - INSURANCE			\$158,195 46		
Grand Total			\$3,850,412 53		

50 records listed

*Charles L. Still*  
COUNTY JUDGE, CHARLES L. STILL

*Gaddis Lindsey*  
COMMISSIONER PCT#1, GADDIS LINDSEY

*Tony Stanley*  
COMMISSIONER PCT#2, TONY STANLEY

*Rick Jackson*  
COMMISSIONER PCT#3, RICK JACKSON

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

100  
150  
200  
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800  
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900  
950  
1000

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept. D. Clerk

Employee Melissa Chevalier

Social Security No. 455-71-8235 Emp ID# 747

X	CHANGES(S)	FROM	TO
X	Grade Step	6,18	8,16
X	Rate	\$1400.00	\$1425.00
	Department		
	Position		

## REASON(S) FOR THE CHANGE(S)

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

Comments No probation period. Promoted into Casey Pate's position.

Authorized by Frankie [Signature]

Approved by \_\_\_\_\_ Date 2-24-98

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept D. Clerk

Employee Casey Pate

Social Security No 464-85-1511 Emp ID# 513

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X	CHANGES(S)	FROM	TO
X	Grade Step	8,16	10,15
X	Rate	\$1425.00	\$1475.00
	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"/>	Mert Increase
X	Promotion	<input type="checkbox"/>	Transfer
<input 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

58 FEB 27 11 51 AM '98

Comments No probation period. Promoted into Denise Berry's position.

Authorized by: Frankie Blankenship

Approved by. \_\_\_\_\_ Date 2-24-98

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept D. Clerk

Employee Denise Berry

Social Security No. 526-94-2464 Emp ID# 654

VOL 100

CHANGES(S)	FROM	TO
Grade Step	10,15	13,19
Rate	\$ 1475.00	\$ 1725.00
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 checked="" type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input 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 No probation period. Promoted to Chief Deputy.

Authorized by Franklin Hamberlin

Approved by \_\_\_\_\_ Date 2-24-98

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 3-1-98 Dept D. Clerk

Employee Teena Henson

Social Security No 462-33-0490 Emp ID# 780

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Pg 2165

X	CHANGES(S)	FROM	TO
X	Grade Step	6,18	8,16
X	Rate	\$1400.00	\$1425.00
	Department		
	Position		

### REASON(S) FOR THE CHANGE(S)

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

50 FEB 27 11 45

Comments No probation period. Promoted  
~~xxxxxx~~

Authorized by Frankie Henson  
 Approved by \_\_\_\_\_ Date 2-24-98

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 2/1/98 Dept 499  
 Employee Donna Timmons  
 Social Security No H61-33-0015 Emp ID# 8.76

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X	CHANGES(S)	FROM	TO
	Grade Step		
X	Rate	Minimum	6.40/hr
	Department	4,1	4,7
	Position		

## REASON(S) FOR THE CHANGE(S)

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input checked="" type="checkbox"/>	Mert Increase
<input type="checkbox"/>	Promotion	<input type="checkbox"/>	Transfer
<input 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

Authorized by Michael Smith  
 Approved by \_\_\_\_\_ Date 2-24-98



UPSHUR COUNTY  
P.O. BOX 730  
GILMER, TEXAS 75644



FAX: (903)843-5492

**COUNTY AUDITOR**

(903)843-4000

Date: 2-19-98

To: County Judge and County Commissioners

From: County Auditor

Re: Projected Right of Way Expenditures

Last week I visited with Elvin Rousseau, Dan Weathersby, and Gary Leuba at TXDOT in Atlanta regarding the extent and timing of right of way expenditures due from the county in connection with TXDOT highway projects. According to Dan Weathersby, District R.O.W. Administrator, of the \$64,900 due from Upshur County in connection with the U.S. 259 (Gregg County line to Ore City) project, approximately \$20,000 will be payable during our fiscal year ending 9-30-98. The remainder will be payable during FY99.

Additionally, the \$5,000 for FM 555 at Little Cypress Creek designated as due in May 1998 on the project schedule (copy attached) prepared by Elvin Rousseau, Deputy District Engineer, may not be needed until FY99. He also estimated \$6,700 due from the County in FY99 for construction on CR 451 at Ballard Branch.

All utility costs associated with these projects are included in Mr. Rousseau's numbers. His projections listed other County right-of-way requirements for FY2000 totaling \$15,000.

*Al Sheppard*

58 FEB 27 AM 10:45  
 UPSHUR COUNTY, TX  
 COUNTY CLERK  
 GILMER, TX

VOL. 50 PG 268

**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum -  
Construction Manager-Adviser Edition**

**AIA Document A101/CMa - Electronic Format**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference Do not use with other general conditions unless this document is modified.

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**AGREEMENT**

made as of the Twelfth day of January in the year of Nineteen hundred and ninety-eight.

*(In words indicate day month and year)*

**BETWEEN the Owner**

*(Name and address)*

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

**and the Contractor**

*(Name and address)*

DEVCO Industries, Inc.  
P O Box 151045  
2921 S Cooper St # 204  
Arlington, TX 76015  
Contact Person Gary Devereaux  
(817)467-4234 FAX (817)467-4325

**For the following Project**

*(Include detailed description of Project, location, address and scope.)*

Additions and Alterations to the Upshur County Justice Center  
405 North Titus  
Gilmer, Texas 75644

**The Construction Manager is**

*(Name and address)*

Dinosaur Valley Construction, Inc.  
P.O. Box 7378  
Glen Rose, Texas 76043

**The Architect is**

*(Name and address)*

McDonald Architects, Inc.  
One Summit Ave., Ste. 614  
Fort Worth, Texas 76102

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User Document UPS10 DOC -- 1/14/1998 AIA License Number 101348, which expires on 9/7/1998 -- Page #1

98 FEB 21 PM 10:44  
Upshur County, TX  
BY \_\_\_\_\_  
D-20114

The Owner and Contractor agree as set forth below.

---

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---

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

Insert A: Also included is the bid sheet received at the bid opening and addenda one and two.

**ARTICLE 2  
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

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.

**ARTICLE 3  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or if applicable state that the date will be fixed in a notice to proceed.)*

Date of commencement shall be fixed by a notice to proceed from Dinosaur Valley Construction, Inc.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

This project shall be totally complete within 120 working days. The contractor shall man the project with as many workers as necessary to stay within the time line of the entire project.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions if any for liquidated damages relating to failure to complete on time.)*

Insert B: The only additional time given on this project will be due to bad weather.

**ARTICLE 4  
CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Twenty-three Thousand, Six Hundred and No/Cents Dollars (\$ 23,600 00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. See attached bid.

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

4.3 Unit prices, if any, are as follows:

See attached bid.

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**ARTICLE 5  
PROGRESS PAYMENTS**

**5.1** Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**5.2** The period covered by each Application for Payment shall be one calendar month ending on the last-twenty-fifth (25th) day of the month, or as follows

**5.3** Provided an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the second Monday day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than the second Monday of the next month days after the Construction Manager receives the Application for Payment

**5.4** Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment

**5.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment

**5.6** Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows

**5.6.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent ( 10 %) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions,

**5.6.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %),

**5.6.3** Subtract the aggregate of previous payments made by the Owner; and

**5.6.4** Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions

**5.7** The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances

**5.7.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent ( 90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims, and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions

**5.8** Reduction or limitation of retainage, if any, shall be as follows

*(If it is intended prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

**There will be no reduction in retainage on this project.**

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**ARTICLE 6  
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows

**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located  
*(Insert rate of interest agreed upon, if any.)*  
0.00% (zero percent)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications and also regarding requirements such as written disclosures or waivers.)*

7.3 Temporary facilities and services  
*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*  
NONE

7.4 Other Provisions  
*(Here list any special provisions affecting the Contract.)*  
NONE

**ARTICLE 8  
TERMINATION OR SUSPENSION**

- 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.
- 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions

**ARTICLE 9  
ENUMERATION OF CONTRACT DOCUMENTS**

- 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
  - 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition
  - 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition
  - 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated December 22, 1997, and are as follows

Document	Title	Pages
A201/CMA	General Conditions of the Contract for Construction, Construction Manager Adviser Edition as revised	1-34

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**9.1.4** The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Project Manual and Specifications for Additions and Alterations to the Upshur County Justice Center. Dated December 22, 1997. Addendum 1 and 2		

**9.1.5** The Drawings are as follows, and are dated December 22, 1997 unless a different date is shown below.  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Cover Sheet	Additions and Alterations to the Upshur County Justice Center dated December 22, 1997	
Plat		
C0 0 Existing Survey	C1 1 Site Dimension & Grading Plan	
C2.1 Site Details	U1.1 Site Utility Plan	
G1.1 General Notes, Handicap Details	D1.1 Demolition Plan	
A1 1 Floor Plan	A1 2 Dimension Control Plan	
A1.3 Reflected Ceiling Plan	A1 4 Roof Plan	
A2 1 Exterior Elevations	A3 1 Window and Door Schedules	
A3 2 Door Window Elevations	A3 3 Door/Window Details, Plan Details	
A3 4 Door/Window Details, Plan Details	A4 1 Wall Sections	
A4 2 Wall Sections	A4 3 Wall Sections	
A4 4 Wall Sections	A4 5 Wall Sections	
A4 6 Wall Sections	A4 7 Wall Sections	
A4 8 Wall Sections	A5 1 Room Finish Schedule, Interior Elevations	
A6.1 Detention Furniture Details	K1 1 Enlarged Kitchen Plan	
S1.1 General Notes, Foundation Details	S1 2 Foundation Details	
S2 1 Foundation Plan	S2 2 Roof Framing Plan	
S3 1 Roof Framing Details	S3 2 Roof Framing Details	
M1 1 HVAC Plan	M2.1 HVAC Schedules & Details	
P1 1 Sanitary Sewer Plan	P1 2 Water Distribution Plan	
P1 3 Natural Gas Piping Plan	P2 1 Plumbing Schedules and Risers	
E1.1 Electrical Power Plan	E1 2 Lighting Plan	
E1 3 HVAC Electrical Power Plan	E1.4 Security/Communications Plan	
E2 1 Electrical Riser Detail, Schedules	E2 2 Electrical Schedules	

**9.1.6** The Addenda, if any, are as follows

Document	Title	Pages
Addendum No. 1 Dated January 8, 1998		2 Pages
Addendum No. 2 Dated January 9, 1998		2 Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9

**9.1.7** Other documents, if any, forming part of the Contract Documents are as follows Bid Sheet at Bid Opening  
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Bid sheet and entire specification book and addenda 1 & 2

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner

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OWNER

*Chad L. Hill*

(Signature)

Honorable Chad L. Hill, Upshur County Judge  
(Printed name and title)

CONTRACTOR

*Gary Devereaux*

(Signature)

Gary Devereaux President  
(Printed name and title)

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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).

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 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>

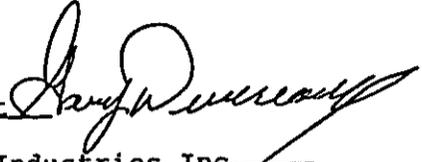
The undersigned hereby declares that he has carefully examined the Plans, Specifications, and Contract Documents relating to the Work covered by his bid or bids, that he agrees to do the Work, that upon receipt of notice of the acceptance of the Bid, he will execute a Contract, within ten (10) days

**TIME OF COMPLETION**

The undersigned agrees to complete the work within Thirty  
(written)

30 calendar days after Notification to Proceed.  
(numerical)

Respectfully Submitted Gary Devereaux--President



Devco Industries, Inc.

By P.O. Box 151045

Address Arlington, Texas 76015

City State



**CBIC**  
CONTRACTORS BONDING  
AND INSURANCE COMPANY

**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 Obligee, (hereinafter called the "Obligee"),  
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 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

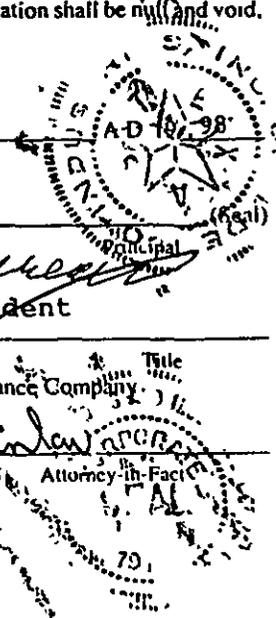
Signed and sealed this 12th day of January

Larry 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 Attorney-in-Fact



# 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 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 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

Post POA 01-US01 1194

**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 CIO, 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

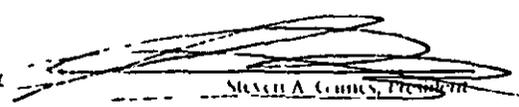
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

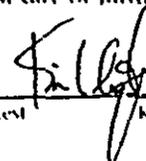
- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required), or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and 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

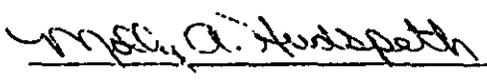
IN WITNESS WHEREOF, Contractors Bonding and Insurance Company has caused these presents to be signed by its president and secretary, and its corporate seal to be hereunto affixed this 1st day of January, 1994

State of Washington  
County of King  
  
Steven A. Games, President

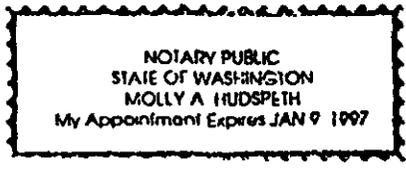
  
Attest  
Kevin L. Lybeck, Secretary

On January 1st, 1994 before me, Molly A. Hudspeth Notary Public, personally appeared Steven A. Games 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 

(seal)



1-09-1998 10:54AM FROM McDONALD-ARCHITECTS 817 335 2883

**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 \_\_\_\_\_ \$ \_\_\_\_\_

**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 \_\_\_\_\_ \$ \_\_\_\_\_

**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 \_\_\_\_\_ \$ \_\_\_\_\_

VOL. 50 PG 284

1-09-1998 10:55AM FROM MCDONALD ARCHITECTS 817 335 2883

P. 3

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

-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

1-08-1998 2:13PM

FROM McDONALD-ARCHITECTS 817 335 2883

P.2

**ADDITIONS AND ALTERATIONS TO  
UPSHUR COUNTY JUSTICE CENTER  
GILMER TEXAS**

JANUARY 8, 1998

**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 \_\_\_\_\_ \$ \_\_\_\_\_

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 grills/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 \_\_\_\_\_ \$ \_\_\_\_\_

3. Refer to architectural specifications Section 08711 "Detention Hardware"; 3 1 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 storefronts 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

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 detention 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 detention 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



Texas Statutory Performance Bond (Public Works)

Home Office: Contract Surety 1213 Valley Street P O Box 9271 Seattle, WA 98109-0271 (206) 628-7200 (800) 765-CBIC National (206) 682-1558 FAX (800) 950-1558 FAX Toll Free

Bond No LB1971

KNOW ALL MEN BY THESE PRESENTS, That, DEVCO Industries, Inc.

(hereinafter called the Principal), as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY ("CBIC"), a corporation, organized and existing under the laws of the State of Washington, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety); are held and firmly bound

unto Upshur County, Texas in the amount of

Twenty-Three Thousand Six Hundred and no/100-----Dollars (\$ 23,600.00 ), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 12th day of January, 19 98, for Glass & Glazing: Additions and Alterations to the

Upshur County Justice Center which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then, this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2263 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument

this 16th day of February, 19 98

Witness: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(If Individual of Firm)

Attest

Harry Joe Smith  
(If Corporation)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

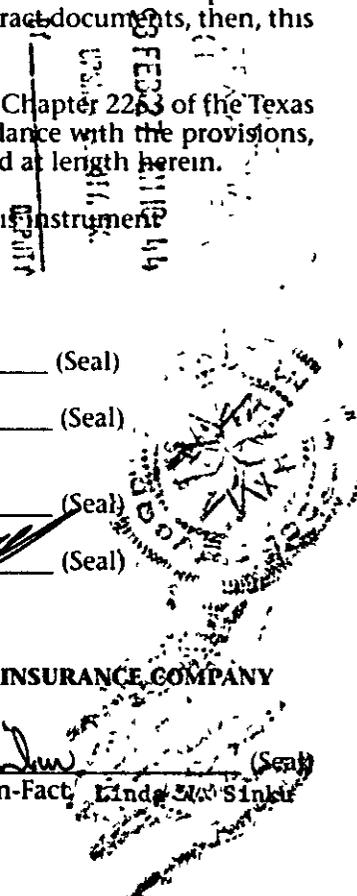
DEVCO Industries, Inc. (Seal)

\_\_\_\_\_  
(Seal)

CONTRACTORS BONDING AND INSURANCE COMPANY

Cornie McMullen

Linda W. Sinker  
Attorney-in-Fact, Linda W. Sinker (Seal)





**Texas Statutory Payment Bond**  
(Public Works)

**Home Office:**  
Contract Surety  
1213 Valley Street  
P O Box 9271  
Seattle, WA 98109-0271  
(206) 628-7200  
(800) 765-CBIC National  
(206) 682-1558 FAX  
(800) 950-1558 FAX Toll Free

Bond No. LB1971

KNOW ALL MEN BY THESE PRESENTS, That DEVCO Industries, Inc.

(hereinafter called the Principal), as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY ("CBIC"), a corporation, organized and existing under the laws of the State of Washington, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly

bound unto Upshur County, Texas

(hereinafter called the Obligee) in the amount of Twenty-Three Thousand Six Hundred and no/100

----- Dollars (\$ 23,600.00 ), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 12th day of January, 19 98, for Glass & Glazing: Additions and Alterations to the Upshur County Justice Center which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void. otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of February, 19 98

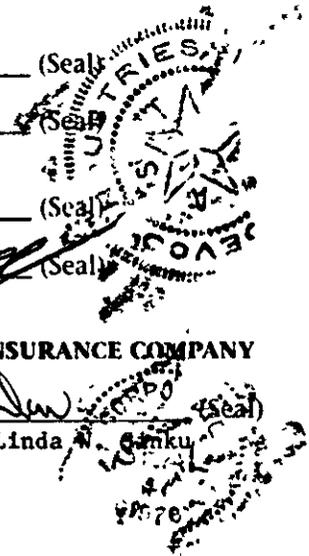
Witness: \_\_\_\_\_  
\_\_\_\_\_  
(If Individual or Firm)

Attest: Larry Joe Smith  
\_\_\_\_\_  
(If Corporation)

Connie McMullen  
\_\_\_\_\_

DEVCO Industries, Inc. (Seal)  
David Duvall (Seal)

CONTRACTORS BONDING AND INSURANCE COMPANY  
Linda W. Dinkler (Seal)  
Attorney-in-Fact Linda W. Dinkler





# LIMITED POWER OF ATTORNEY

Not Valid for Bonds  
Executed On or After: December 31, 1999

Power of Attorney  
Number: 539363

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 one or more 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 LB1971

Signed and sealed this 16th day of February 1998

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

PoaLPOA 02-US031296



**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 CIO, 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

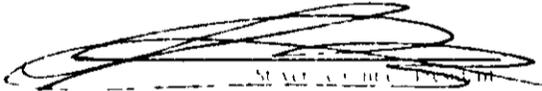
- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required), or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and 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

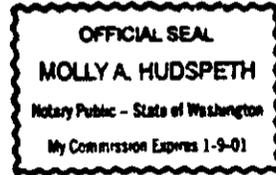
On January 1st, 1994 before me, Molly A. Hudspeth Notary Public, personally appeared Steven A. Gaines and Kevin L. Lybeck, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me all that they executed the same in their authorized capacities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



<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>					DATE (MM/DD/YY) 02/13/98
<b>PRODUCER</b> THE SWEENEY COMPANY 1121 E LOOP 820 SOUTH P O BOX 8700 FT WORTH TX 76124-0700 (817) 457-6700 ( ) -			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
<b>INSURED</b> DEVCO GLASS & MIRROR P O BOX 151045 ARLINGTON TX 76015- ( ) -			<b>COMPANIES AFFORDING COVERAGE</b> COMPANY A TRANSCONTINENTAL (CNA) COMPANY B TRANSPORTATION (CNA) COMPANY C VALLEY FORGE (CNA) COMPANY D		
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CAPP1073548400	05/23/97	05/23/98	GENERAL AGGREGATE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> BFPD, CONTRACT				FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	BUA 1055653598	05/23/97	05/23/98	COMBINED SINGLE LIMIT \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY		/ /	/ /	AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY		/ /	/ /	EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC 1043147153	05/23/97	05/23/98	<input checked="" type="checkbox"/> WC STATE TORY LIMITS <input type="checkbox"/> OTHER
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE				EL EACH ACCIDENT \$100,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$500,000
	OTHER				EL DISEASE EA EMPLOYEE \$100,000
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> UPSHUR COUNTY JUSTICE CENTER. DINOSAUR VALLEY & CERT HOLDER NAMED ADLN INS EXCEPT ON WORKERS COMP WITH WAIVER OF SUBROGATION ON WORKERS COMP & AUTO.					
<b>CERTIFICATE HOLDER</b> UPSHUR COUNTY TX UPSHUR COUNTY COURT HOUSE P O BOX 730 GILMER TX 75644			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>James E. Sweeney</i>		
ACORD 25-S (1/95) <span style="float: right;">© ACORD CORPORATION 1988</span>					

**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum -  
Construction Manager-Adviser Edition  
AIA Document A101/CMA - Electronic Format**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1992 Edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**AGREEMENT**

made as of the Twelfth day of January in the year of Nineteen hundred and ninety-eight.  
*(In words indicate day, month and year)*

**BETWEEN the Owner**  
*(Name and address)*

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

and the Contractor  
*(Name and address)*

Contech Contractors, Inc.  
P.O. Box 5366  
4003 W. 7th  
Texarkana, Texas 75505

For the following Project

*(Include detailed description of Project, location, address and scope.)*  
Additions and Alterations to the Upshur County Justice Center  
405 North Titus  
Gilmer, Texas 75644

The Construction Manager is  
*(Name and address)*

Dinosaur Valley Construction, Inc.  
P.O. Box 7378  
Glen Rose, Texas 76043

The Architect is  
*(Name and address)*

McDonald Architects, Inc.  
One Summit Ave., Ste. 614  
Fort Worth, Texas 76102

BY \_\_\_\_\_  
98 FEB 27 10:03 AM  
UPSHUR COUNTY, TX  
COUNTY CLERK

AIA DOCUMENT A101/CMA - OWNER-CONTRACTOR AGREEMENT - CONSTRUCTION MANAGER-ADVISER EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

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The Owner and Contractor agree as set forth below.

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**ARTICLE 1  
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9

Insert A: Also included is the bid sheet received at the bid opening and addenda one and two

**ARTICLE 2  
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows

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

**ARTICLE 3  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner

*(Insert the date of commencement, if it differs from the date of this Agreement or if applicable state that the date will be fixed in a notice to proceed)*

Date of commencement shall be fixed by a notice to proceed from Dinosaur Valley Construction, Inc.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than fiveone days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

*(Insert the calendar date or number of calendar days after the date of commencement Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents)*

This project shall be totally complete within 120 working days. The contractor shall man the project with as many workers as necessary to stay within the time line of the entire project

, subject to adjustments of this Contract Time as provided in the Contract Documents

*(Insert provisions if any for liquidated damages relating to failure to complete on time)*

Insert B The only additional time given on this project will be due to bad weather

**ARTICLE 4  
CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Forty-Nine Thousand, Four Hundred and No/Cents Dollars (\$ 49,400 00 ), subject to additions and deductions as provided in the Contract Documents

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner See attached bid  
*(State the numbers or other identification of accepted alternates If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

4.3 Unit prices, if any, are as follows:  
See attached bid

**ARTICLE 5  
PROGRESS PAYMENTS**

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last-twenty-fifth (25th) day of the month, or as follows

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the second Monday day of the following month If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than the second Monday of the next month days after the Construction Manager receives the Application for Payment

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent ( 10 %) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7 3 7 of the General Conditions,

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %),

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9 5 of the General Conditions

5.7 The progress payment amount determined in accordance with Paragraph 5 6 shall be further modified under the following circumstances

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent ( 90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work

and unsettled claims, and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10 3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows.  
*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5 6.1 and 5 6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*  
There will be no reduction in retainage on this project.

**ARTICLE 6  
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12 2 2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect, such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows

**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any)*

0 00% (zero percent)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers)*

7.3 Temporary facilities and services

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

NONE

7.4 Other Provisions

*(Here list any special provisions affecting the Contract)*

NONE

**ARTICLE 8  
TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions

**ARTICLE 9  
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows.

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa,

AIA DOCUMENT A101/CMa® OWNER-CONTRACTOR AGREEMENT • CONSTRUCTION MANAGER-ADVISER EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-3292. Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below

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1992 Construction Manager-Adviser Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated December 22, 1997, and are as follows

Document	Title	Pages
A201/CMa	General Conditions of the Contract for Construction, Construction Manager Adviser Edition as revised	1-34

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9 1 3, and are as follows  
(Either list the Specifications here or refer to an exhibit attached to this Agreement)

Document	Title	Pages
Project Manual and Specifications for Additions and Alterations to the Upshur County Justice Center. Dated December 22, 1997	Addendum 1 and 2	

9.1.5 The Drawings are as follows, and are dated December 22, 1997 unless a different date is shown below.  
(Either list the Drawings here or refer to an exhibit attached to this Agreement)

Document	Title	Pages
Cover Sheet. Additions and Alterations to the Upshur County Justice Center dated December 22, 1997	Plat	
C0.0 Existing Survey	C1 1 Site Dimension & Grading Plan	
C2 1 Site Details	U1 1 Site Utility Plan	
G1.1 General Notes, Handicap Details	D1 1 Demolition Plan	
A1 1 Floor Plan	A1 2 Dimension Control Plan	
A1 3 Reflected Ceiling Plan	A1 4 Roof Plan	
A2.1 Exterior Elevations	A3 1 Window and Door Schedules	
A3 2 Door/Window Elevations	A3 3 Door/Window Details, Plan Details	
A3 4 Door/Window Details, Plan Details	A4 1 Wall Sections	
A4 2 Wall Sections	A4 3 Wall Sections	
A4 4 Wall Sections	A4 5 Wall Sections	
A4 6 Wall Sections	A4 7 Wall Sections	
A4 8 Wall Sections	A5 1 Room Finish Schedule, Interior Elevations	
A6 1 Detention Furniture Details	K1 1 Enlarged Kitchen Plan	
S1 1 General Notes, Foundation Details	S1 2 Foundation Details	
S2 1 Foundation Plan	S2 2 Roof Framing Plan	
S3 1 Roof Framing Details	S3 2 Roof Framing Details	
M1 1 HVAC Plan	M2.1 HVAC Schedules & Details	
P1 1 Sanitary Sewer Plan	P1 2 Water Distribution Plan	
P1 3 Natural Gas Piping Plan	P2 1 Plumbing Schedules and Risers	
E1.1 Electrical Power Plan	E1 2 Lighting Plan	
E1 3 HVAC Electrical Power Plan	E1.4 Security/Communications Plan	
E2 1 Electrical Riser Detail, Schedules	E2.2 Electrical Schedules	

9.1.6 The Addenda, if any, are as follows

Document	Title	Pages
Addendum No. 1 Dated January 8, 1998		2 Pages
Addendum No. 2 Dated January 9, 1998		2 Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows Bid Sheet at Bid Opening  
(List here any additional documents which are intended to form part of the Contract Documents The General Conditions provide that bidding requirements such as

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advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Bid sheet and entire specification book and addenda 1 & 2

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner

OWNER

*Charles L. Still*

(Signature)

Honorable Charles Still, Upshur County Judge  
(Printed name and title)

CONTRACTOR

*Gary Douglas*

(Signature)

Gary Douglas, Pres.  
(Printed name and title)



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  
Eight 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 <sup>AP</sup> Three hundred two thousand <sup>AP</sup> nine hundred dollars \$ 302,900.00

**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

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.

**TIME OF COMPLETION**

The undersigned agrees to complete the work within 120 Days  
(written)

\_\_\_\_\_ calendar days after Notification to Proceed.  
(numerical)

Respectfully Submitted [Signature]

CONTECH CONTRACTORS, INC.  
By P.O. Box 5366  
Address TEXARKANA Tx 75505  
City State

*[Handwritten scribbles]*



# 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 Oblige) 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 Oblige shall make any award according to the terms of said bid and the Principal shall enter into a contract with said Oblige 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 Oblige against any loss the Oblige 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 21<sup>st</sup> day of JANUARY, 1998.

CONTECH CONTRACTORS, INC.  
(Principal)

By [Signature]

WEST AMERICAN INSURANCE COMPANY

By Jeannette D. Blanke  
Jeannette D. Blanke, Atty-in-Fact



CERTIFIED COPY OF POWER OF ATTORNEY  
WEST AMERICAN INSURANCE COMPANY  
ADMINISTRATIVE OFFICE, HAMILTON, OHIO

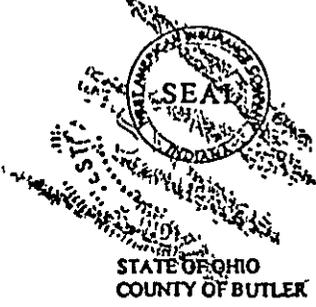
No. 2-211

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. Morriss or Brenda L. Sutton of Texarkana, Arkansas and/or Texarkana, Texas its true and lawful agent and attorney (i)-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 (i) or undertaking (i) 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 (i)-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 and said 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.

*Sheryl E. Gregory*  
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.**

1-09-1998 10:54AM

FROM MCDONALD-ARCHITECTS 817 335 2883

P. 2

**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 \_\_\_\_\_ \$ \_\_\_\_\_

**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 \_\_\_\_\_ \$ \_\_\_\_\_

**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 \_\_\_\_\_ \$ \_\_\_\_\_

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

-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

# ADDITIONS AND ALTERATIONS TO UPSHUR COUNTY JUSTICE CENTER GILMER TEXAS

JANUARY 8, 1998

## 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 \_\_\_\_\_ \$ \_\_\_\_\_

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 grills/diffusers, etc., steel privacy screens / walls, tables, TV stands, stools, pistol locker, pass-thru doors at control, steel banks, 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 \_\_\_\_\_ \$ \_\_\_\_\_

3. Refer to architectural specifications Section 08711 "Detention Hardware"; 3.1 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 storefronts 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

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 detention 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 detention 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

# West American Insurance Company

BOND #3-387-323

AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address)**  
CONTECH CONTRACTORS, INC.  
P. O. BOX 5366  
TEXARKANA, TEXAS 75505

**SURETY (Name and Principal Place of Business):**  
WEST AMERICAN INSURANCE COMPANY  
ADMINISTRATIVE OFFICE:  
136 NORTH THIRD STREET  
HAMILTON, OHIO 45026

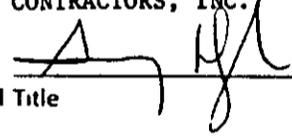
**OWNER (Name and Address):**  
UPSHUR COUNTY, TEXAS  
UPSHUR COUNTY COURTHOUSE  
P. O. BOX 730  
GILMER, TEXAS 75644

**CONSTRUCTION CONTRACT**  
Date JANUARY 12, 1998  
Amount \$49,400.00 - FORTY-NINE THOUSAND, FOUR HUNDRED AND NO/1.00-----  
Description (Name and Location) ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER  
405 NORTH TITUS, GILMER, TEXAS 75644

**BOND**  
Date (Not earlier than Construction Contract Date). JANUARY 12, 1998  
Amount \$49,400.00 - FORTY-NINE THOUSAND, FOUR HUNDRED AND NO/1.00-----  
Modifications to this Bond  None  See Page 3

**CONTRACTOR AS PRINCIPAL**  
Company CONTECH CONTRACTORS, INC. (Corporate Seal)

**SURETY WEST AMERICAN INSURANCE COMPANY**  
Company. (Corporate Seal)

Signature   
Name and Title

Signature   
Name and Title JEANNETTE D. BLANKE  
ATTY-IN-FACT.

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

**AGENT or BROKER:**  
OFFENHAUSER & COMPANY  
P.O. BOX 240  
TEXARKANA, TEXAS 75504

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party) CONSTRUCTION MANAGER:**  
DINOSAUR VALLEY CONSTRUCTION, INC.  
P.O. BOX 7378, GLEN ROSE, TEXAS 76043  
**ARCHITECT: MCDONALD ARCHITECTS, INC.**  
ONE SUMMIT AVE., STE. 614, FT. WORTH, TX 76102

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default, and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1, and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner, or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract,

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4, and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond

12 DEFINITIONS

12.1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract

12.2 Construction Contract The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto

12.3 Contractor Default Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract

12.4 Owner Default Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page )

CONTRACTOR AS PRINCIPAL  
Company (Corporate Seal)

SURETY  
Company (Corporate Seal)

Signature \_\_\_\_\_  
Name and Title  
Address

Signature \_\_\_\_\_  
Name and Title  
Address

# West American Insurance Company

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**  
CONTECH CONTRACTORS, INC.  
P. O. BOX 5366  
TEXARKANA, TEXAS 75505

**SURETY (Name and Principal Place of Business):**  
WEST AMERICAN INSURANCE COMPANY  
ADMINISTRATIVE OFFICE:  
136 NORTH THIRD STREET  
HAMILTON, OHIO 45026

**OWNER (Name and Address):**  
UPSHUR COUNTY, TEXAS  
UPSHUR COUNTY COURTHOUSE  
P. O. BOX 730  
GILMER, TEXAS 75644

**CONSTRUCTION CONTRACT**

Date JANUARY 12, 1998

Amount \$49,400.00 - FORTY-NINE THOUSAND, FOUR HUNDRED AND NO/1.00-----

Description (Name and Location): ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER  
405 NORTH TITUS, GILMER, TEXAS 75644

**BOND**

Date (Not earlier than Construction Contract Date) JANUARY 12, 1998

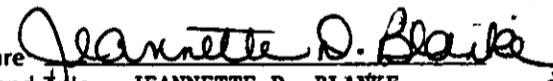
Amount \$49,400.00 - FORTY-NINE THOUSAND, FOUR HUNDRED AND NO/1.00-----

Modifications to this Bond  None  See Page 6

**CONTRACTOR AS PRINCIPAL**  
Company: CONTECH CONTRACTORS, INC. (Corporate Seal)

**SURETY WEST AMERICAN INSURANCE COMPANY**  
Company: (Corporate Seal)

Signature:   
Name and Title

Signature:   
Name and Title JEANNETTE D. BLANKE  
ATTY-IN-FACT.

(Any additional signatures appear on page 6)

**(FOR INFORMATION ONLY—Name, Address and Telephone)**

**AGENT or BROKER**  
OFFENHAUSER & COMPANY  
P. O. BOX 240  
TEXARKANA, TEXAS 75504

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party) CONSTRUCTION MANAGER:**  
DINOSAUR VALLEY CONSTRUCTION, INC.  
P. O. BOX 7378, GLEN ROSE, TEXAS 76043  
ARCHITECT: MCDONALD ARCHITECTS, INC.  
ONE SUMMIT AVE., STE. 614, FT. WORTH, TX 76102

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference

2 With respect to the Owner, this obligation shall be null and void if the Contractor

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due

4 The Surety shall have no obligation to Claimants under this Bond until

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim

4.2 Claimants who do not have a direct contract with the Contractor

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly, and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed

6.2 Pay or arrange for payment of any undisputed amounts

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made

15 DEFINITIONS

15.1 Claimant An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished

15.2 Construction Contract The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto

15.3 Owner Default Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page )

CONTRACTOR AS PRINCIPAL  
Company

(Corporate Seal)

SURETY  
Company.

(Corporate Seal)

Signature \_\_\_\_\_  
Name and Title  
Address

Signature \_\_\_\_\_  
Name and Title  
Address

Now All men by their presents 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 3, 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 13TH day of FEBRUARY A.D. 19 98

*Joseph E. Shary*  
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.**

<b>ACORD. CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YY) 02/13/98
<b>PRODUCER</b> F W OFFENHAUSER & CO INC  P O BOX 240 TEXARKANA TX 75504-0240			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. <b>COMPANIES AFFORDING COVERAGE</b>			
<b>INSURED</b> CONTECH CONTRACTORS INC  P O BOX 5366 TEXARKANA TX 75505			COMPANY A <b>TRANSCONTINENTAL</b>			
			COMPANY B <b>AMERICAN CASUALTY</b>			
			COMPANY C <b>CONTINENTAL CASUALTY</b>			
			COMPANY D			
<b>COVERAGES</b> THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT	SE1031219899	11/09/97	11/09/98	GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C131219885	11/09/97	11/09/98	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	C163053186	11/09/97	11/09/98	EACH OCCURRENCE	\$2,000,000
					AGGREGATE	\$2,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WCC131219871	11/09/97	11/09/98	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$1,000,000
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE POLICY LIMIT	\$1,000,000
					EL DISEASE EA EMPLOYEE	\$1,000,000
	OTHER					
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS</b> DINOSAUR VALLEY & CERT HOLDER ARE ADDL INSD ON ALL POLICIES EXCEPT WC. WAIVER OF SUBROGATION FOR APPLIES TO CERT HOLDER & DINOSAUR VALLEY ON WC & AUTO POL. RE: MASONRY (DRYWALL, TAPE, BED, TEXTURE, ROUGH CARPENTRY & PLASTER)						
<b>CERTIFICATE HOLDER</b>  UPSHUR COUNTY, TEXAS UPSHUR COUNTY COURTHOUSE P. O. BOX 730 GILMER, TX 75644				<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE OFFENHAUSER & COMPANY BL A		
ACORD 25-S (1/85)				© ACORD CORPORATION 1988		

# Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum - Construction Manager-Adviser Edition

AIA Document A101/CMa - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference Do not use with other general conditions unless this document is modified.

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## AGREEMENT

made as of the Twelfth day of January in the year of Nineteen hundred and ninety-eight.  
*(In words, indicate day, month and year)*

### BETWEEN the Owner

*(Name and address)*  
Upshur County, Texas  
Upshur County Courthouse  
P.O. Box 730  
Gilmer, Texas 75644

### and the Contractor

*(Name and address)*  
A & C Fire Protection, Inc.  
P.O. Box 1130  
5950 Hwy 144 S  
Glen Rose, Texas 76043  
Contact Person: Charlie Crisp (817)897-4397 FAX (817)897-9038

### For the following Project

*(Include detailed description of Project, location, address and scope.)*  
Additions and Alterations to the Upshur County Justice Center  
405 North Titus  
Gilmer, Texas 75644

### The Construction Manager is

*(Name and address)*  
Dinosaur Valley Construction, Inc.  
P.O. Box 7378  
Glen Rose, Texas 76043

### The Architect is

*(Name and address)*  
McDonald Architects, Inc.  
One Summit Ave., Ste. 614  
Fort Worth, Texas 76102

96 FEB 27 AM 10:14  
LARRY...  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_ DATE \_\_\_\_\_

AIA DOCUMENT A101/CMa - OWNER-CONTRACTOR AGREEMENT - CONSTRUCTION MANAGER-ADVISER EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below

Electronic Format A101/CMa-1992

The Owner and Contractor agree as set forth below.

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AIA DOCUMENT A101/CMA - OWNER-CONTRACTOR AGREEMENT - CONSTRUCTION MANAGER-ADVISER EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292. Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

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User Document: UPS17.DOC -- 1/15/1998. AIA License Number 101348, which expires on 9/7/1998 -- Page #2

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

Insert A: Also included is the bid sheet received at the bid opening and addenda one and two.

**ARTICLE 2  
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

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.

**ARTICLE 3  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or if applicable state that the date will be fixed in a notice to proceed.)*

Date of commencement shall be fixed by a notice to proceed from Dinosaur Valley Construction, Inc.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five (5) days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than:

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

This project shall be totally complete within 120 working days. The contractor shall man the project with as many workers as necessary to stay within the time line of the entire project.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions if any for liquidated damages relating to failure to complete on time.)*

Insert B: The only additional time given on this project will be due to bad weather.

**ARTICLE 4  
CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Thirty-two Thousand, Nine Hundred Fifteen and No/Cents Dollars (\$ 132,915.00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner. See attached bid.

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

4.3 Unit prices, if any, are as follows:  
See attached bid

#### ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last twenty-fifth (25th) day of the month, or as follows

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the second Monday day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than the second Monday of the next month days after the Construction Manager receives the Application for Payment

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent ( 10 %) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions,

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %),

5.6.3 Subtract the aggregate of previous payments made by the Owner, and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent ( 90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims, and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions

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**5.8 Reduction or limitation of retainage, if any, shall be as follows.**

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

There will be no reduction in retainage on this project.

**ARTICLE 6  
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows

**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located

*(Insert rate of interest agreed upon, if any)*

0.00% (zero percent)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications and also regarding requirements such as written disclosures or waivers.)*

**7.3** Temporary facilities and services

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

NONE

**7.4** Other Provisions

*(Here list any special provisions affecting the Contract.)*

NONE

**ARTICLE 8  
TERMINATION OR SUSPENSION**

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions

**ARTICLE 9  
ENUMERATION OF CONTRACT DOCUMENTS**

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

**9.1.2** The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

---

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9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated December 22, 1997, and are as follows

Document	Title	Pages
A201/CMA	General Conditions of the Contract for Construction, Construction Manager Adviser Edition as revised 1-34	

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9 1 3, and are as follows  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Project Manual and Specifications for Additions and Alterations to the Upshur County Justice Center. Dated December 22, 1997	Addendum 1 and 2	

9.1.5 The Drawings are as follows, and are dated December 22, 1997 unless a different date is shown below.  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Cover Sheet	Additions and Alterations to the Upshur County Justice Center dated December 22, 1997	
Plat		
C0 0	Existing Survey	
C2.1	Site Details	
G1.1	General Notes, Handicap Details	
A1 1	Floor Plan	
A1 3	Reflected Ceiling Plan	
A2 1	Exterior Elevations	
A3 2	Door Window Elevations	
A3 4	Door/Window Details, Plan Details	
A4 2	Wall Sections	
A4 4	Wall Sections	
A4 6	Wall Sections	
A4 8	Wall Sections	
A6 1	Detention Furniture Details	
S1 1	General Notes, Foundation Details	
S2 1	Foundation Plan	
S3 1	Roof Framing Details	
M1.1	HVAC Plan	
P1 1	Sanitary Sewer Plan	
P1 3	Natural Gas Piping Plan	
E1.1	Electrical Power Plan	
E1.3	HVAC Electrical Power Plan	
E2.1	Electrical Riser Detail, Schedules	
C1.1	Site Dimension & Grading Plan	
U1 1	Site Utility Plan	
D1.1	Demolition Plan	
A1 2	Dimension Control Plan	
A1.4	Roof Plan	
A3.1	Window and Door Schedules	
A3 3	Door/Window Details, Plan Details	
A4.1	Wall Sections	
A4 3	Wall Sections	
A4.5	Wall Sections	
A4.7	Wall Sections	
A5 1	Room Finish Schedule, Interior Elevations	
K1.1	Enlarged Kitchen Plan	
S1 2	Foundation Details	
S2 2	Roof Framing Plan	
S3 2	Roof Framing Details	
M2.1	HVAC Schedules & Details	
P1 2	Water Distribution Plan	
P2 1	Plumbing Schedules and Risers	
E1.2	Lighting Plan	
E1.4	Security/Communications Plan	
E2.2	Electrical Schedules	

9.1.6 The Addenda, if any, are as follows

Document	Title	Pages
Addendum No. 1	Dated January 8, 1998	2 Pages
Addendum No. 2	Dated January 9, 1998	2 Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows Bid Sheet at Bid Opening  
(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Bid sheet and entire specification book and addenda 1 & 2

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This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

*Charles S. Still*

(Signature)

Honorable Charles Still, Upchar County Judge  
(Printed name and title)

CONTRACTOR

*Charles Crisp*

(Signature)

Charles Crisp  
President  
(Printed name and title)

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	1-29-98
#2	1-29-98

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;

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-



1-9-93

**MCDONALD**  
ARCHITECTS, INC.  
One Summit Ave, Ste. 614  
Fort Worth, Texas 76102  
Phone (817) 335-2882  
Fax (817) 335-2883

**CBIC**  
CONTRACTORS BONDING  
AND INSURANCE COMPANY

**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, A & C Fire Protection, 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 Obligee, (hereinafter called the "Obligee"),

in the sum of Five Percent of greatest Amount Bid

notto 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.

[Signature]  
Witness

[Signature]  
Principal

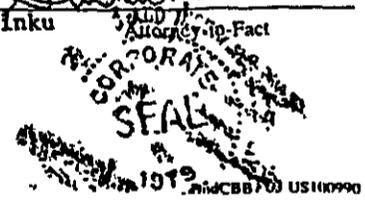
[Signature]  
Witness

Surety, Contractors Bonding and Insurance Company

By [Signature]  
Linda W. Sinku  
Attorney-in-Fact



C125d-100M, 8-75 198717  
Approved by the American Institute of Architects,  
Form No. A 310 February 1970 Edition



# 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

**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. BINKU, CONNIE McMULLEN and MICHAEL F. WASHMON its true and lawful Attorney 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 \$1,500,000; (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 \$1,500,000; (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

Post POA 01-US013194

### 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 CIO, 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

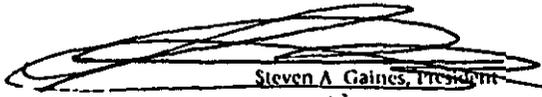
- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required); or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and 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.

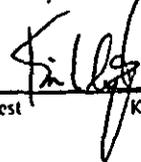
RESOLVED FURTHER, that the signature of any Authorized Officer or Employee and the seal of the Company may be affixed by facsimile to any power-of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company (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

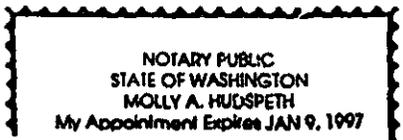
  
Steven A. Gaines, President

  
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.



(seal)   
NOTARY PUBLIC  
STATE OF WASHINGTON  
MOLLY A. HUDSPETH  
My Appointment Expires JAN 9, 1997

**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 \_\_\_\_\_ \$ \_\_\_\_\_

**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 \_\_\_\_\_ \$ \_\_\_\_\_

**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 \_\_\_\_\_ \$ \_\_\_\_\_

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

-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

# ADDITIONS AND ALTERATIONS TO UPSHUR COUNTY JUSTICE CENTER GILMER TEXAS

JANUARY 8, 1998

## 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 \_\_\_\_\_ \$ \_\_\_\_\_

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 grills/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 \_\_\_\_\_ \$ \_\_\_\_\_

3. Refer to architectural specifications Section 08711 "Detention Hardware"; 3.1 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 storefronts 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

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 detention 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 detention 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



50 PG 336

Texas Statutory Performance Bond (Public Works)

Home Office: Contract Surety 1213 Valley Street P O Box 9271 Seattle, WA 98109-0271 (206) 628-7200 (800) 765-CBIC National (206) 682-1558 FAX (800) 950-1558 FAX Toll Free

Bond No. LB1969

KNOW ALL MEN BY THESE PRESENTS, That, A & C Fire Protection, Inc.

(hereinafter called the Principal), as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY ("CBIC"), a corporation, organized and existing under the laws of the State of Washington, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound

unto Upshur County, Texas in the amount of

One Hundred Thirty-Two Thousand Nine Hundred Fifteen & no/100-Dollars (\$132,915.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 12th day of January, 19 98, for Additions and Alterations to the Upshur County

Justice Center: Detention Ceilings which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then, this obligation shall be null and void; otherwise to remain in full force and effect

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument

this 3rd day of February, 19 98

Witness: (If Individual of Firm)

Attest: Sheil Brown (If Corporation)

(Seal) (Seal)

A & C Fire Protection, Inc. (Seal) Vicki Crisp (Seal)

Connie McMullen

CONTRACTORS BONDING AND INSURANCE COMPANY Linda W. Sinku (Seal) Attorney-in-Fact Linda W. Sinku



**Texas Statutory Payment Bond  
(Public Works)**

**Home Office:**  
Contract Surety  
1214 Valley Street  
P O Box 9271  
Seattle, WA 98109-0271  
(206) 628-7200  
(800) 765-CBIC National  
(206) 682-1558 FAX  
(800) 950-1558 FAX Toll Free

Bond No. LB1969

KNOW ALL MEN BY THESE PRESENTS, That A & C Fire Protection, Inc.

(hereinafter called the Principal), as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY ("CBIC"), a corporation, organized and existing under the laws of the State of Washington, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly

bound unto Upshur County, Texas

(hereinafter called the Oblige) in the amount of One Hundred Thirty-Two Thousand Nine Hundred

Fifteen and no/100 Dollars (\$ 132,915.00 ), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 12th day of January, 19 98, for Additions and Alterations to the Upshur County

Justice Center: Detention Ceilings which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void: otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 3rd day of February, 19 98.

Witness: \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal)  
(If Individual or Firm)

Attest Shea Brown \_\_\_\_\_ (Seal)  
(If Corporation) A&C Fire Protection, Inc.  
Nicki Crisp \_\_\_\_\_ (Seal)

Connie McMullen \_\_\_\_\_ (Seal)  
Linda W. Dink  
Attorney-in-Fact Linda W. Dink





# LIMITED POWER OF ATTORNEY

Not Valid for Bonds  
Executed On or After: December 31, 1999

Power of Attorney  
Number: 539358

**RESOLUTORY CLAUSE - 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 one or more 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.

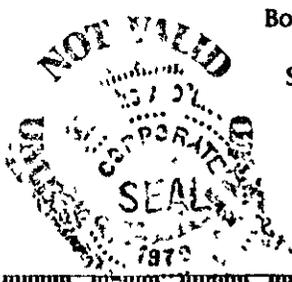
## CERTIFICATE

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 LB1969

Signed and sealed this 3rd day of February 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

PoaLPOA 02-US031296

**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 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 (1), President (1), any Vice President, Secretary or any Assistant Secretary, and any other employee as may be specifically authorized by a particular board resolution thereafter "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 tax 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

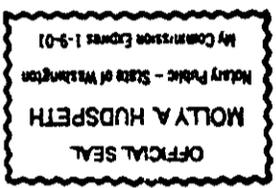
*[Signature]*  
 \_\_\_\_\_  
 State of Washington

*[Signature]*  
 \_\_\_\_\_  
 Kevin L. Ivbeck, Secretary

On January 1st, 1994 before me, Molly A. Hudspeth, Notary Public, personally appeared Steven A. Gaines and Kevin L. Ivbeck, 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

WITNES my hand and official seal

*[Signature]*  
 \_\_\_\_\_  
 Molly A. Hudspeth, Notary Public  
 (seal)



**Standard Form of Agreement Between Owner and  
Contractor where the basis of payment is a Stipulated Sum -  
Construction Manager-Adviser Edition**

**AIA Document A101/CMa - Electronic Format**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**AGREEMENT**

made as of the Twelfth day of January in the year of Nineteen hundred and ninety-eight.  
*(In words, indicate day, month and year)*

**BETWEEN** the Owner  
*(Name and address)*  
Upshur County, Texas  
Upshur County Courthouse  
P.O. Box 730  
Gilmer, Texas 75644

and the Contractor  
*(Name and address)*  
A & C Fire Protection, Inc.  
P.O. Box 1130  
5950 Hwy 144 S  
Glen Rose, Texas 76043  
Contact Person: Charlie Crisp (817)897-4397 FAX (817)897-9036

For the following Project  
*(Include detailed description of Project, location, address and scope.)*  
Additions and Alterations to the Upshur County Justice Center  
405 North Titus  
Gilmer, Texas 75644

The Construction Manager is  
*(Name and address)*  
Dinosaur Valley Construction, Inc.  
P.O. Box 7378  
Glen Rose, Texas 76043

The Architect is  
*(Name and address)*  
McDonald Architects, Inc.  
One Summit Ave., Ste. 614  
Fort Worth, Texas 76102

BY \_\_\_\_\_ DEPUTY  
98 FEB 27 AM 10:44  
UPSHUR COUNTY, TX.

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The Owner and Contractor agree as set forth below.

---

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User Document: UPS13.DOC -- 1/14/1998. AIA License Number 101348, which expires on 9/7/1998 -- Page #2

**ARTICLE 1  
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

Insert A: Also included is the bid sheet received at the bid opening and addenda one and two.

**ARTICLE 2  
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

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.

**ARTICLE 3  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date of commencement shall be fixed by a notice to proceed from Dinosaur Valley Construction, Inc.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than:

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

This project shall be totally complete within 120 working days. The contractor shall man the project with as many workers as necessary to stay within the time line of the entire project.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions if any for liquidated damages relating to failure to complete on time.)*

Insert B: The only additional time given on this project will be due to bad weather.

**ARTICLE 4  
CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Forty-six Thousand, Two Hundred Fifty and No/Cents Dollars (\$ 46,250.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: See attached bid.

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

4.3 Unit prices, if any, are as follows:

See attached bid.

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User Document UPS13 DOC - 1/14/1998 AIA License Number 101348, which expires on 9/7/1998 - Page #3

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:  
*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Document	Title	Pages
Project Manual and Specifications for Additions and Alterations to the Upshur County Justice Center. Dated December 22, 1997. Addendum 1 and 2		

9.1.5 The Drawings are as follows, and are dated December 22, 1997 unless a different date is shown below  
*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Document	Title	Pages
Cover Sheet	Additions and Alterations to the Upshur County Justice Center dated December 22, 1997	
Plat		
C0 0 Existing Survey	C1 1 Site Dimension & Grading Plan	
C2 1 Site Details	U1.1 Site Utility Plan	
G1.1 General Notes, Handicap Details	D1 1 Demolition Plan	
A1.1 Floor Plan	A1 2 Dimension Control Plan	
A1 3 Reflected Ceiling Plan	A1.4 Roof Plan	
A2 1 Exterior Elevations	A3.1 Window and Door Schedules	
A3 2 Door Window Elevations	A3 3 Door/Window Details, Plan Details	
A3 4 Door/Window Details, Plan Details	A4 1 Wall Sections	
A4 2 Wall Sections	A4 3 Wall Sections	
A4 4 Wall Sections	A4 5 Wall Sections	
A4 6 Wall Sections	A4.7 Wall Sections	
A4 8 Wall Sections	A5 1 Room Finish Schedule, Interior Elevations	
A6 1 Detention Furniture Details	K1 1 Enlarged Kitchen Plan	
S1 1 General Notes, Foundation Details	S1 2 Foundation Details	
S2 1 Foundation Plan	S2 2 Roof Framing Plan	
S3 1 Roof Framing Details	S3.2 Roof Framing Details	
M1 1 HVAC Plan	M2.1 HVAC Schedules & Details	
P1 1 Sanitary Sewer Plan	P1 2 Water Distribution Plan	
P1 3 Natural Gas Piping Plan	P2 1 Plumbing Schedules and Risers	
E1 1 Electrical Power Plan	E1.2 Lighting Plan	
E1 3 HVAC Electrical Power Plan	E1.4 Security/Communications Plan	
E2 1 Electrical Riser Detail, Schedules	E2.2 Electrical Schedules	

9.1.6 The Addenda, if any, are as follows

Document	Title	Pages
Addendum No. 1 Dated January 8, 1998		2 Pages
Addendum No. 2 Dated January 9, 1998		2 Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows Bid Sheet at Bid Opening  
*(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Bid sheet and entire specification book and addenda 1 & 2

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner

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OWNER

Charles Sill

(Signature)

Honorable Charles Sill, Upsher County Judge  
(Printed name and title)

CONTRACTOR

Charles Crisp

(Signature)

Charles Crisp  
President  
(Printed name and title)

VOL 50 pg 347

A/C - Fire Standpipe  
Detention Ceilings

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 eaves, 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	8-2-98
2	8-9-98

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;

**CBIC**  
CONTRACTORS BONDING  
AND INSURANCE COMPANY

**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, A & C Fire Protection, 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 by Above Named Principal  
notto 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 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 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

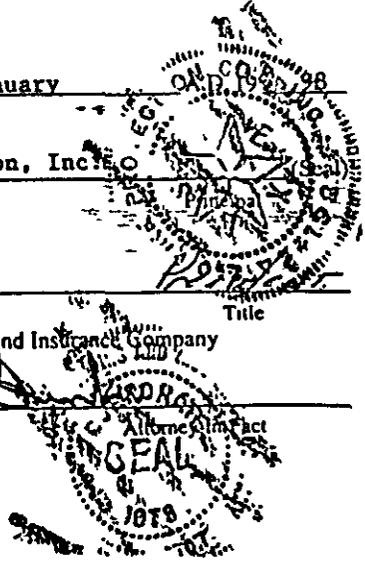
[Signature]  
\_\_\_\_\_  
Witness

A & C Fire Protection, Inc.

[Signature]  
\_\_\_\_\_  
Title

Connie McMullen  
\_\_\_\_\_  
Witness

Surety Contractors Bonding and Insurance Company  
By [Signature]  
Linda W. Sinku





**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.

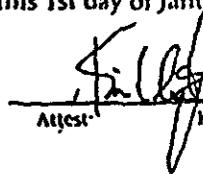
RESOLVED FURTHER, that the signature of any Authorized Officer or Employee and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company (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 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 on behalf of which they acted executed the instrument.

Witness my hand and official seal.

NOTARY PUBLIC  
STATE OF WASHINGTON  
MOLLY A. HUDSPETH

# 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 \_\_\_\_\_ \$ \_\_\_\_\_

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

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

1-29-1998 10:55AM

FROM MCDONALD-ARCHITECTS 817 335 2883

P 3

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

-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

# ADDITIONS AND ALTERATIONS TO UPSHUR COUNTY JUSTICE CENTER GILMER TEXAS

JANUARY 8, 1998

## 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 \_\_\_\_\_ \$ \_\_\_\_\_

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 grills/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 \_\_\_\_\_ \$ \_\_\_\_\_

3. Refer to architectural specifications Section 01711 "Detention Hardware"; 3.1 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 storefronts 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

... of flashing occurring along existing to

1-08-1998 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 detention ceilings shall be 3/16" thick.

Clarification 6: No hood 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 detention 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 EF2.

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



Texas Statutory Performance Bond (Public Works)

Home Office: Contract Surety 1213 Valley Street P O Box 9271 Seattle, WA 98109-0271 (206) 628-7200 (800) 765-CBIC National (206) 682-1558 FAX (800) 950-1558 FAX Toll Free

Bond No. LB1970

KNOW ALL MEN BY THESE PRESENTS, That, A & C Fire Protection, Inc.

(hereinafter called the Principal), as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY ("CBIC"), a corporation, organized and existing under the laws of the State of Washington, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound

unto Upshur County, Texas in the amount of

Forty-Six Thousand Two Hundred Fifty and no/100----- Dollars (\$46,250.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 12th day of January, 19 98, for Additions and Alterations to the Upshur County

Justice Center: Fire Standpipe which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then, this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 3rd day of February, 19 98.

Witness:

\_\_\_\_ (Seal)

(If Individual of Firm)

\_\_\_\_ (Seal)

Attest:

A & C Fire Protection, Inc. (Seal)

Sheila Brown (If Corporation)

Vicki Crisp (Seal)

CONTRACTORS BONDING AND INSURANCE COMPANY

Connie McMullen

Linda W. Sinker (Seal) Attorney-in-Fact Linda W. Sinker



Texas Statutory Payment Bond (Public Works)

Home Office: Contract Surety 1213 Valley Street P O Box 9271 Seattle, WA 98109-0271 (206) 628-7200 (800) 765-CBIC National (206) 682-1558 FAX (800) 950-1558 FAX Toll Free

Bond No LB1970

KNOW ALL MEN BY THESE PRESENTS, That A & C Fire Protection, Inc.

(hereinafter called the Principal), as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY ("CBIC"), a corporation, organized and existing under the laws of the State of Washington, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly

bound unto Upshur County, Texas

(hereinafter called the Obligee) in the amount of Forty-Six Thousand Two Hundred Fifty and no/100 Dollars(\$46,250.00), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 12th day of January, 19 98, for Additions and Alterations to the Upshur County

Justice Center: Fire Standpipe which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void: otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 3rd day of February, 19 98.

Witness (Seal) (Seal) (If Individual or Firm)

Attest: Sheila Brown (If Corporation) A&C Fire Protection, Inc. Vicki Cresp (Seal)

Connie McMullen CONTRACTORS BONDING AND INSURANCE COMPANY Linda W. Sank (Seal) Attorney-in-Fact



# LIMITED POWER OF ATTORNEY

Not Valid for Bonds  
Executed On or After: December 31, 1999

Power of Attorney  
Number: 539359

**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 one or more 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 bond), 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 LB1970

Signed and sealed this 3rd day of February 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

PoaLPOA 02-US031296

**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

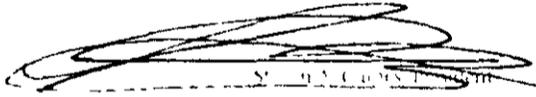
- (i) when signed by the Authorized Officer or Employee and attested and sealed (if a seal be required), or
- (ii) when signed by the Authorized Officer or Employee, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
- (iii) when duly executed and 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 hereto affixed this 1st day of January, 1994

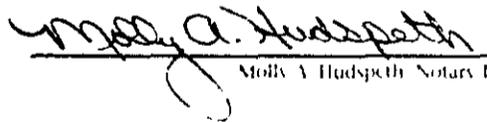
State of Washington  
County of King

  
\_\_\_\_\_  
Steven A. Games, President

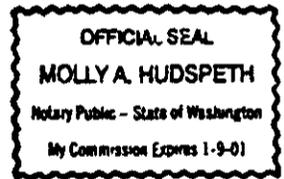
  
\_\_\_\_\_  
Attest: Kevin I. Lybeck, Secretary

On January 1st, 1994 before me, Molly A. Hudspeth Notary Public, personally appeared Steven A. Games and Kevin I. 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)



# ADD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

2 / 5 / 1998

**PRODUCER**

**INSBAC, Inc.**  
P. O. Box 191448  
Dallas, TX 75219  
(214) 526-8851

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** TRANSPORTATION INSURANCE CO.
- COMPANY LETTER **B** CONTINENTAL CASUALTY INS. CO.
- COMPANY LETTER **C** TRANSCONTINENTAL INS. CO.
- COMPANY LETTER **D**
- COMPANY LETTER **E**

**INSURED**

**A&C FIRE PROTECTION CO., INC.**  
P.O. BOX 1130  
GLEN ROSE, TEXAS 76043

**COVERAGE**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTY	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXPENSE (Any one person) \$ 5,000 COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTORS PROT	C158801046	09/01/97	09/01/98	
<b>B</b>	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY	BUA113587372	09/01/97	09/01/98	
<b>C</b>	<b>WORKER'S COMPENSATION</b> AND EMPLOYER LIABILITY				<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
	OTHER	WCC113587389	09/01/97	09/01/98	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**DINOSAUR VALLEY & CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WC. A WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AND DINOSAUR VALLEY CONSTRUCTION ON WC & AUTOMOBILE POLICIES.**

**CERTIFICATE HOLDER**

**UPSHUR COUNTY, TEXAS**  
**UPSHUR COUNTY COURTHOUSE**  
**P.O. BOX 730**  
**GILNER TX 75644**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES

**AUTHORIZED REPRESENTATIVE**

**SACORD CORPORATION 1999**

ACCORD 25-8 (7/89)

VOL 50 PG 360



# Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum - Construction Manager-Adviser Edition

## AIA Document A101/CMA - Electronic Format

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The 1992 Edition of AIA Document A201/CMA, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### AGREEMENT

made as of the Twelfth day of January in the year of Nineteen hundred and ninety-eight.

*(In words indicate day, month and year)*

#### BETWEEN the Owner

*(Name and address)*

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

#### and the Contractor

*(Name and address)*

Progressive Masonry & Contracting Services, Inc.  
Rt. 1 Box 355  
Diana, Texas 75640  
Contact Person: Jeff West (903)777-4543 FAX (903)777-4543

#### For the following Project

*(Include detailed description of Project, location address and scope.)*

Additions and Alterations to the Upshur County Justice Center  
405 North Titus  
Gilmer, Texas 75644

RECEIVED  
98 FEB 27 11:10:45  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
OF PULL

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**The Construction Manager is:**

*(Name and address)*

Dinosaur Valley Construction, Inc.  
P.O. Box 7378  
Glen Rose, Texas 76043

**The Architect is**

*(Name and address)*

McDonald Architects, Inc.  
One Summit Ave., Ste. 614  
Fort Worth, Texas 76102

The Owner and Contractor agree as set forth below.

---

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**ARTICLE 1  
THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

Insert A: Also included is the bid sheet received at the bid opening and addenda one and two.

**ARTICLE 2  
THE WORK OF THIS CONTRACT**

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

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.

**ARTICLE 3  
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Date of commencement shall be fixed by a notice to proceed from Dinosaur Valley Construction, Inc.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than:

*(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)*

This project shall be totally complete within 120 working days. The contractor shall man the project with as many workers as necessary to stay within the time line of the entire project.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions if any, for liquidated damages relating to failure to complete on time.)*

Insert B: The only additional time given on this project will be due to bad weather.

**ARTICLE 4  
CONTRACT SUM**

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Four Hundred Two Thousand, Four Hundred Seventy-Six and No/Cents Dollars (\$ 402,476.00 ), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are:

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hereby accepted by the Owner: See attached bid

*(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)*

4.3 Unit prices, if any, are as follows:  
See attached bid

#### ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last twenty-fifth (25th) day of the month, or as follows

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the second Monday day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than the second Monday of the next month days after the Construction Manager receives the Application for Payment

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent ( 10 %) Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.5.7 of the General Conditions,

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent ( 10 %),

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent ( 90 %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims, and

**5.7.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

**5.8** Reduction or limitation of retainage, if any, shall be as follows

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

There will be no reduction in retainage on this project.

#### ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment, and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect, such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows

#### ARTICLE 7 MISCELLANEOUS PROVISIONS

**7.1** Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents

**7.2** Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

0.00% (zero percent)

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

**7.3** Temporary facilities and services

*(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)*

NONE

**7.4** Other Provisions

*(Here list any special provisions affecting the Contract.)*

NONE

#### ARTICLE 8 TERMINATION OR SUSPENSION

**8.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions

**8.2** The Work may be suspended by the Owner as provided in Article 14 of the General Conditions

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**9.1** The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows

**9.1.1** The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition

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9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated December 22, 1997, and are as follows:

Document	Title	Pages
A201/CMA	General Conditions of the Contract for Construction, Construction Manager Adviser Edition as revised 1-34	

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1 3, and are as follows  
(Either list the Specifications here or refer to an exhibit attached to this Agreement)

Document	Title	Pages
Project Manual and Specifications for Additions and Alterations to the Upshur County Justice Center. Dated December 22, 1997. Addendum 1 and 2		

9.1.5 The Drawings are as follows, and are dated December 22, 1997 unless a different date is shown below  
(Either list the Drawings here or refer to an exhibit attached to this Agreement)

Document	Title	Pages
Cover Sheet: Additions and Alterations to the Upshur County Justice Center dated December 22, 1997		
Plat		
C0.0 Existing Survey	C1.1 Site Dimension & Grading Plan	
C2 1 Site Details	U1.1 Site Utility Plan	
G1.1 General Notes, Handicap Details	D1.1 Demolition Plan	
A1.1 Floor Plan	A1.2 Dimension Control Plan	
A1 3 Reflected Ceiling Plan	A1.4 Roof Plan	
A2 1 Exterior Elevations	A3.1 Window and Door Schedules	
A3.2 Door/Window Elevations	A3.3 Door/Window Details, Plan Details	
A3 4 Door/Window Details, Plan Details	A4 1 Wall Sections	
A4 2 Wall Sections	A4 3 Wall Sections	
A4 4 Wall Sections	A4.5 Wall Sections	
A4 6 Wall Sections	A4 7 Wall Sections	
A4 8 Wall Sections	A5.1 Room Finish Schedule, Interior Elevations	
A6.1 Detention Furniture Details	K1.1 Enlarged Kitchen Plan	
S1 1 General Notes, Foundation Details	S1 2 Foundation Details	
S2 1 Foundation Plan	S2 2 Roof Framing Plan	
S3 1 Roof Framing Details	S3.2 Roof Framing Details	
M1.1 HVAC Plan	M2.1 HVAC Schedules & Details	
P1.1 Sanitary Sewer Plan	P1.2 Water Distribution Plan	
P1 3 Natural Gas Piping Plan	P2.1 Plumbing Schedules and Risers	
E1.1 Electrical Power Plan	E1.2 Lighting Plan	
E1.3 HVAC Electrical Power Plan	E1.4 Security/Communications Plan	
E2.1 Electrical Riser Detail, Schedules	E2.2 Electrical Schedules	

9.1.6 The Addenda, if any, are as follows

Document	Title	Pages
Addendum No. 1 Dated January 8, 1998		2 Pages
Addendum No 2 Dated January 9, 1998		2 Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows Bid Sheet at Bid Opening

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*Progressive Modern  
(not awarded)*

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*Phone  
FAX (Same)*

*903-777-4543*

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, fire 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

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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, retaining 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 Sixty 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 panel flashing at mechanical/plumbing/electrical penetrations, cutting and installing new overflow scupper, providing new gravity vents, roof curb, roof eaves, 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

REX A. SHAW  
COUNTY CLERK  
JAN 12 PM 12:55

JAN 09 '98 10:44 DODGE LONGVIEW TX

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

**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 grilles, 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 as 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.

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**TIME OF COMPLETION**

The undersigned agrees to complete the work within  
(written)

Ninty Days

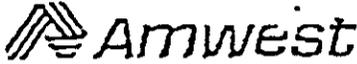
90 calendar days after Notification to Proceed.  
(numerical)

Respectfully Submitted

Jeff West

By Jeff West  
Address Rt 1 Box 355  
Diana TX 75640  
City State

903-777-4543



Stephanie

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 Oblige) 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% CAB)

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 Oblige 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 Oblige of acceptable financing for the project, and the Principal has, within such time as may be specified, (but 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 Oblige for the faithful performance of the contract, or if the Principal shall fail to do so, pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige 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

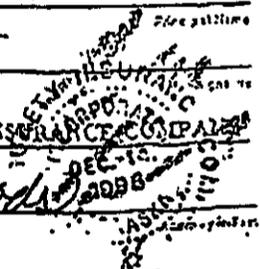
PROGRESSIVE MASONRY & CONTRACTING SERVICES, INC.

By: Jiff Wat



INSURANCE CONSULTANTS OF SHREVEPORT  
PO BOX 17920  
SHREVEPORT, LA 71138-0920  
FAX #318-687-7901 PHONE #318-688-5380

AMWEST SURETY INSURANCE COMPANY  
By: K. N. Woods  
K. N. WOODS



# 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 watermark 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.

I, **KNOW ALL B**, THESE PRESENT that Amwest Surety Insurance Company, a Nebraska corporation (the "Company"), does hereby make, constitute and appoint  
**K N WOODS**  
**ET PHANTE W. ADAMS**  
**D S L SAN FLOWERS**  
AS EMPLOYEES OF INSURANCE CONSULTANTS OF SURETY

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

- 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 adopted 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 12 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 to act, 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 executed 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;

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

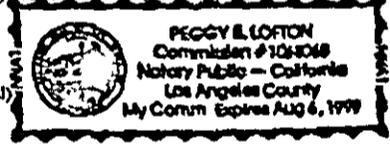
State of California  
County of Los Angeles

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) was 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



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





BOND NO: 1343468

PREMIUM: 10,062.00  
Premium based on final contract price.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

PROGRESSIVE MASONRY & CONTRACTING SERVICES, INC.  
RT. 1, BOX 355  
DIANA, TEXAS 75640

OWNER (Name and Address):

UPSHUR COUNTY, TEXAS  
UPSHUR COUNTY COURTHOUSE  
P.O. BOX 730  
GILMER, TEXAS 75644

SURETY (Name and Principal Place of Business):

AMWEST SURETY INSURANCE COMPANY  
5230 LAS VIRGENES ROAD  
CALABASAS, CALIFORNIA 91302

CONSTRUCTION CONTRACT

Date: JANUARY 12, 1998 Contract Number: \_\_\_\_\_  
FOUR HUNDRED TWO THOUSAND FOUR HUNDRED  
Amount: SEVENTY-SIX AND NO/100 Dollars ( 402,476.00 )

Description (Name and Location):  
ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER  
GILMER, TEXAS

BOND  
Amount: FOUR HUNDRED TWO THOUSAND FOUR HUNDRED  
SEVENTY-SIX AND NO/100 Dollars ( 402,476.00 )

Signed, sealed and dated this day of FEBRUARY 4, 1998



TEXAS RESIDENT AGENT:  
DANIEL D. WALDURF  
1231 GREENWAY DR., SUITE 960LB16  
IRVING, TEXAS 75038

PROGRESSIVE MASONRY & CONTRACTING SERVICES, INC.

By: \_\_\_\_\_ Principal Name

AMWEST SURETY INSURANCE COMPANY Signature

K. N. WOODS Attorney-in-Fact

By: KN woods Signature

90 FEB 27 AM 10:44  
BY \_\_\_\_\_  
REPUTY

BOND NO.

PAGE TWO OF TWO PAGES

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference
- 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- 3 1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contract Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default, and
- 3 2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1, and
- 3 3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner
4. After the Owner has declared Contractor in default and has satisfied the conditions of Paragraph 3, and the Surety has conducted its own prompt and reasonable investigation as to whether or not the Contractor's default has actually occurred, the Surety may at its own option elect one or more of the following actions:
- 4 1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
- 4 2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, or
- 4 3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
- 4 4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances
- .1 After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount determined, tender payment therefore to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefore.
- 5 If the Surety proceeds as provided in Subparagraph 4 4, and the Owner refuses the payment tendered or the Surety has denied liability, whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
- 6 1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract, and
- 6 2 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work is located and shall be instituted within six months after Contractor Default or within six months after the Contractor working or within six months after the Surety refused or fails to perform its obligations under this Bond, whichever occurs first. If the provision this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or other legal requirement shall be deemed incorporated herein
12. DEFINITIONS
- 12.1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, or reduced by all valid and proper payments made or on behalf of the Contractor under the Construction Contract
- 12.2 Construction Contract The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto
- 12.3 Contractor Default Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract
- 12.4 Owner Default Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms hereof



BOND NO. 1343468

PREMIUM: 10,062.00

**PAYMENT BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

PROGRESSIVE MASONRY & CONTRACTING SERVICES, INC.  
RT. 1, BOX 355  
DIANA, TEXAS 75640

**OWNER (Name and Address):**

UPSHUR COUNTY, TEXAS  
UPSHUR COUNTY COURTHOUSE  
P.O. BOX 730  
GILMER, TEXAS 75644

**SURETY (Name and Principal Place of Business):**

AMWEST SURETY INSURANCE COMPANY  
5230 LAS VIRGENES ROAD  
CALABASAS, CALIFORNIA 91302

**CONSTRUCTION CONTRACT**

Date: JANUARY 12, 1998 Contract Number: \_\_\_\_\_

Amount: FOUR HUNDRED TWO THOUSAND FOUR HUNDRED SEVENTY-SIX AND NO/100 Dollars ( 402,476.00 )

Description (Name and Location): ADDITIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER  
GILMER, TEXAS

**BOND**

Amount: FOUR HUNDRED TWO THOUSAND FOUR HUNDRED SEVENTY-SIX AND NO/100 Dollars ( 402,476.00 )

Signed, sealed and dated this day of FEBRUARY 4, 1998



TEXAS RESIDENT AGENT:  
DANIEL D. WALDURF  
1231 GREENWAY DR., SUITE 960LB16  
IRVING, TEXAS 75038

PROGRESSIVE MASONRY &  
CONTRACTING SERVICES, INC.

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

AMWEST SURETY INSURANCE COMPANY

K. N. WOODS

By: K.N Woods

- 1 The Contractor and the Surety jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity whose materials or equipment were furnished for use in the performance of the Construction Contract, provided the Owner has promptly Contractor and the Surety (at the address described in Paragraph 11) of any claims, demands, liens or suits and tendered defense, claims, demands, liens or suits to the Contractor and the Surety and provided there is no Owner Default
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety at P.O. Box 4500, Woodland Hills, California 91365-4500 and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim
  - 4.2 Claimants who do not have a direct contract with the Contractor
    - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claims stating, with substantial accuracy, the amount claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and
    - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety at P O Box 4500, Woodland Hills, California 91365-4500 and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance
- 6 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety
- 7 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 8 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond
- 9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations
- 10 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of six months from the date (1) on which the claimant gave the notice required by Paragraph 4.1 or Clause 4.2.3 or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable
- 11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address specified or shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page
- 12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein
- 13 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy this Bond or shall permit a copy to be made
- 14 DEFINITIONS
  - 14.1 Claimant An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished
  - 14.2 Construction Contract The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto
  - 14.3 Owner Default Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof

# LIMITED POWER OF ATTORNEY

AMWEST SURETY INSURANCE COMPANY

EXPIRATION DATE **9-24-99**

POWER NUMBER **0000786232**

**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  
R. 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 1343468 Signed & sealed this 4TH day of FEBRUARY 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 #1068068  
Notary Public - California  
Los Angeles County  
My Comm. Expires Aug 6, 1999



FEB 12 '99 09:39PM INSURANCE CONS

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YY)  
02/05/1998

PRODUCER (318) 688-5380 FAX  
INSURANCE CONSULTANTS  
OF SHREVEPORT, INC.  
P. O. BOX 17920  
SHREVEPORT, LA 71138-0920  
ATTN: STEPHANIE ADAMS  
INSURED  
Progressive Masonry, Inc.  
Rt. 1 Box 355  
Diana, TX 75640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A TEXAS WORKERS COMPENSATION INSURANCE FUND
- COMPANY B
- COMPANY C
- COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCJR OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY THE PROPRIETOR/ PARTNER/EXECUTIVE OFFICERS ARE OTHER	T5F0001068330	04/21/1997	04/21/1998	X INC STATUTORY LIMITS EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 100,000

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL ITEMS

LOCATIONS AND ALTERATIONS TO THE UPSHUR COUNTY JUSTICE CENTER  
GILMER, TEXAS  
AGREEMENT OF SUBROGATION IN FAVOR OF DINOSAUR VALLEY CONSTRUCTION, INC AND UPSHUR COUNTY COURTHOUSE

CERTIFICATE HOLDER

UPSHUR COUNTY, TEXAS  
UPSHUR COUNTY COURTHOUSE  
P.O. BOX 730  
GILMER, TX 75644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

AGENTS (903)757-4601 FAX (903)753-0782  
 Gans & Smith Insurance Agency, Inc.  
 1109 Judson Road  
 P O Box 2869  
 Longview, TX 75606  
 Attn Deborah Latting ACSR  
 Ext: \_\_\_\_\_  
 INSURED  
 Progressive Masonry & Contracting Services, Inc  
 Rt 1 Box 355  
 Diana, TX 75640

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE  
 American States Insurance Co

COMPANY A  
 COMPANY B  
 COMPANY C  
 COMPANY D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$ 1,000,000
X	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMPROP AGG \$ 1,000,000
A	CLAIMS MADE X OCCUR	04CC1C77271	04/11/1997	04/11/1998	PERSONAL & ADV INJURY \$ 1,000,000
	OWNERS & CONTRACTORS PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				
	HIRED AUTOS				BODILY INJURY (Per accident) \$
	NON-OWNED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS OR
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE	INCL			EL EACH ACCIDENT \$
	OTHER	EXCL			EL DISEASE - POLICY LIMIT \$
					EL DISEASE - EA EMPLOYEE \$

**DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/SPECIAL ITEMS**

Certificate Holder is Named As An Additional Insured On General Liability Policy Shown Above.

**CERTIFICATE HOLDER**

Dinosaur Valley Construction Inc  
 P O Box 7378  
 Glen Rose, TX 76043

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL endeavor TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
 Hermes Payne/DJL

*Hermes Payne*



**ACORD. CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)  
02/16/98

**PRODUCER**

JERRY HAWLEY, AGENT  
ALLSTATE INSURANCE COMPANY  
901 Gilmer Road  
Longview, TX 75604

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A ALLSTATE INSURANCE COMPANY
- COMPANY B
- COMPANY C
- COMPANY D

**INSURED**

JEFF WEST  
DBA PROGRESSIVE MASONRY  
Route 1 Box 355  
Diana, TX 75640

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR OWNER S & CONT PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	049385926	06/30/97	06/30/98	COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN AUTO ONLY EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> THE PROPRIETOR/ PARTNERS EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE POLICY LIMIT \$ DISEASE EACH EMPLOYEE \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Insured is masonry contractor, various locations.  
Certificate Holder is also additional insured with waiver of subrogation in their favor.

**CERTIFICATE HOLDER**

UPSHUR COUNTY, TEXAS  
UPSHUR COUNTY COURTHOUSE  
P O BOX 730  
GILMER, TX 75644

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Jerry Hawley*

**ACORD. CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)  
 02/16/98

PRODUCER

**JERRY HAWLEY, AGENT**  
**ALLSTATE INSURANCE COMPANY**  
 901 Gilmer Road  
 Longview, Texas 75604

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW COMPANIES AFFORDING COVERAGE

- COMPANY A ALLSTATE INSURANCE COMPANY
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

**JEFF WEST**  
**DBA PROGRESSIVE MASONRY**  
 Route 1 Box 355  
 Diana, Texas 75640

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE, OR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS COMMOD AND \$
	C AND MAINT OCCUR				PENSIONAL & ADV INJURY \$
	OWNERS & CONTRACTORS				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) \$
					MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT \$ 1,000,000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	049385926	06/30/97	06/30/98	ADD'L INJURY (Per accident) \$
	X SCHEDULED AUTOS				PROPERTY DAMAGE \$
	MIXED AUTO				ALSO ONLY FA ACCIDENT \$
	NON-OWNED AUTOS				OTHER THAN AUTO ONLY
					EACH ACCIDENT \$
	<b>GARAGE LIABILITY</b>				AGGREGATE \$
	ANY AUTO				EACH OCCURRENCE \$
					AGGREGATE \$
	<b>EXCESS LIABILITY</b>				STATE TORT LIMITS
	JURISDICTION FORM				EACH ACCIDENT \$
	OTHER THAN UMURM A FORM				STATE POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				DISEASE EACH EMPLOYEE \$
	THE PROPRIETOR	INCL			
	PARTNERS/EMPLOYEES	EXCL			
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

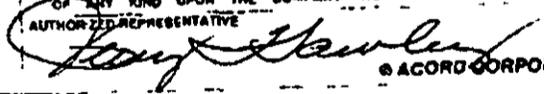
Insured is masonry contractor, various locations.  
 Certificate holder is also additional insured with waiver of subrogation in their favor.

**CERTIFICATE HOLDER**

**DINOSAUR VALLEY CONSTRUCTION, INC**  
 P O BOX 7378  
 GLEN ROSE, TEXAS 76043

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  


© ACORD CORPORATION 1993

RESOLUTION NO. \_\_\_\_\_

VOL 50 PG 385

A RESOLUTION AUTHORIZING THE UPSHUR COUNTY JUDGE TO EXECUTE FOR AND ON BEHALF OF USPHUR COUNTY, TEXAS, AN AGREEMENT TO CONTRIBUTE FUNDS TO THE STATE FOR PROPER DEVELOPMENT AND CONSTRUCTION OF THE STATE HIGHWAY SYSTEM

WHEREAS, the Texas Department of Transportation has approved a project for FM 852 from 0.2 Mile South of Cypress Creek to 0.4 Mile North of Cypress Creek.

WHEREAS, the State has requested the County to enter into Contractual Agreements and acquire right of way on the above referenced project; and

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to ten percent (10%) of the cost of the right of way for the proper development and construction of the State Highway System.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF UPSHUR COUNTY

Section 1: That the County Judge of Upshur County be authorized to execute for and on behalf of Upshur County the Agreement to Contribute Funds with the State to cover right of way acquisition, and the County Clerk is directed to attest this agreement with the State and to affix the seal of Upshur County thereto

Section 2. It is further resolved that the County Judge is authorized to execute on behalf of Upshur County any supplemental agreements or further modifications to the above referenced agreement

Section 3: That a copy of said agreement is attached hereto and made a part hereof as fully set out herein.

Section 4: That this resolution shall become effective immediately upon passage and approval.

MOTION made by Commissioner Kenny Thompson  
SECONDED by Commissioner Gaddis Lindsey, 1998

PASSED AND APPROVED this 22<sup>nd</sup> day of Feb., 1998.

UPSHUR COUNTY COMMISSIONERS' COURT:

Gaddis Lindsey  
COMMISSIONER - PRECINCT NO. 1

Tommy Stanley  
COMMISSIONER - PRECINCT NO. 2

[Signature]  
COMMISSIONER - PRECINCT NO. 3

[Signature]  
COMMISSIONER - PRECINCT NO. 4

ATTEST:  
\_\_\_\_\_  
COUNTY CLERK, UPSHUR COUNTY

BR  
UPSHUR COUNTY CLERK  
58 FEB 27 AM 10:43

**Agreement to Contribute Funds**  
(County Form)

THE STATE OF TEXAS )  
COUNTY OF TRAVIS )

Contract No. \_\_\_\_\_  
County Upshur \_\_\_\_\_  
Federal Project No. \_\_\_\_\_  
CSJ No. \_\_\_\_\_  
ROW Account No. \_\_\_\_\_

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and Upshur County, Texas, acting by and through its duly authorized officials under Commissioners Court Order dated the 27th day of Feb. 1992, hereinafter called the County, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State has previously requested the County to enter into a contractual agreement and acquire right of way for a highway project on Highway No FM 852 with the following project limits:

From 0.2 Mile South of Cypress Creek  
To 0.4 Mile North of Cypress Creek

WHEREAS, the County has now requested that the State assume responsibility for acquisition of all necessary right of way for said highway project; and

WHEREAS, the County desires to voluntarily contribute to the State funds equal to ten percent (10) of the cost of the said right of way for the proper development and construction of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the County shall contribute to the State an amount equal to ten percent (10) of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the County, a warrant or check payable to the Texas Department of Transportation in the amount of Five Thousand Five Hundred Dollars (\$ 5,500.00 ), which represents ten (10) percent of the estimated cost of the right of way. However, if it is found that this amount is insufficient to pay the County's obligation, then the County, upon request of the State, will forthwith supplement this amount in such amount as requested by the State. Upon completion of the highway project and in the event the total amount as paid by the County is more than ten (10) percent of the actual cost of the right of way, any excess amount will be returned to the County by the State. Cost of the right of way acquired by the State shall mean the total value of compensation paid to owners, including but not limited to utility owners, for their property interests either through negotiations or eminent domain proceedings.

Upshur County, Texas  
By Charles E. [Signature]  
County Judge  
By \_\_\_\_\_  
Commissioner, Precinct Number 1  
By \_\_\_\_\_  
Commissioner, Precinct Number 2  
By [Signature]  
Commissioner, Precinct Number 3  
By [Signature]  
Commissioner, Precinct Number 4

EXECUTION RECOMMENDED:  
\_\_\_\_\_  
District Engineer  
**THE STATE OF TEXAS**  
Certified as being executed for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission under the authority of Minute Order \_\_\_\_\_  
BY \_\_\_\_\_  
Director of Right of Way  
Date \_\_\_\_\_

50 PG 306

58 FEB 27 AM 10:14  
UPSHUR COUNTY TEXAS

PERMIT APPLICATION FOR  
USE OF UPSHUR COUNTY RIGHT OF WAY

VOL 50 PG 387

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

PRECINCT Three (3)  
DATE February 11, 1998

Formal notice is hereby given that Pritchett Water Supply Corporation  
whose principal address is P.O. Box 567, Gilmer, Texas 75644  
does propose to place a 4" and 6" water mains  
within the ROW of County Road (See attached list and construction plans)  
as follows:

98 FEB 27 AM 10:43  
UPSHUR COUNTY, TX  
DEPUTY

The location and description of the proposed lines or appertanances 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 & Bridge Department policies and specifications.  
Proposed construction will begin, if approved, on or after the 15th day of March, 1998.

*Robbie Arrington*  
*C.N.*

NAME *Robbie Arrington*  
Robbie Arrington

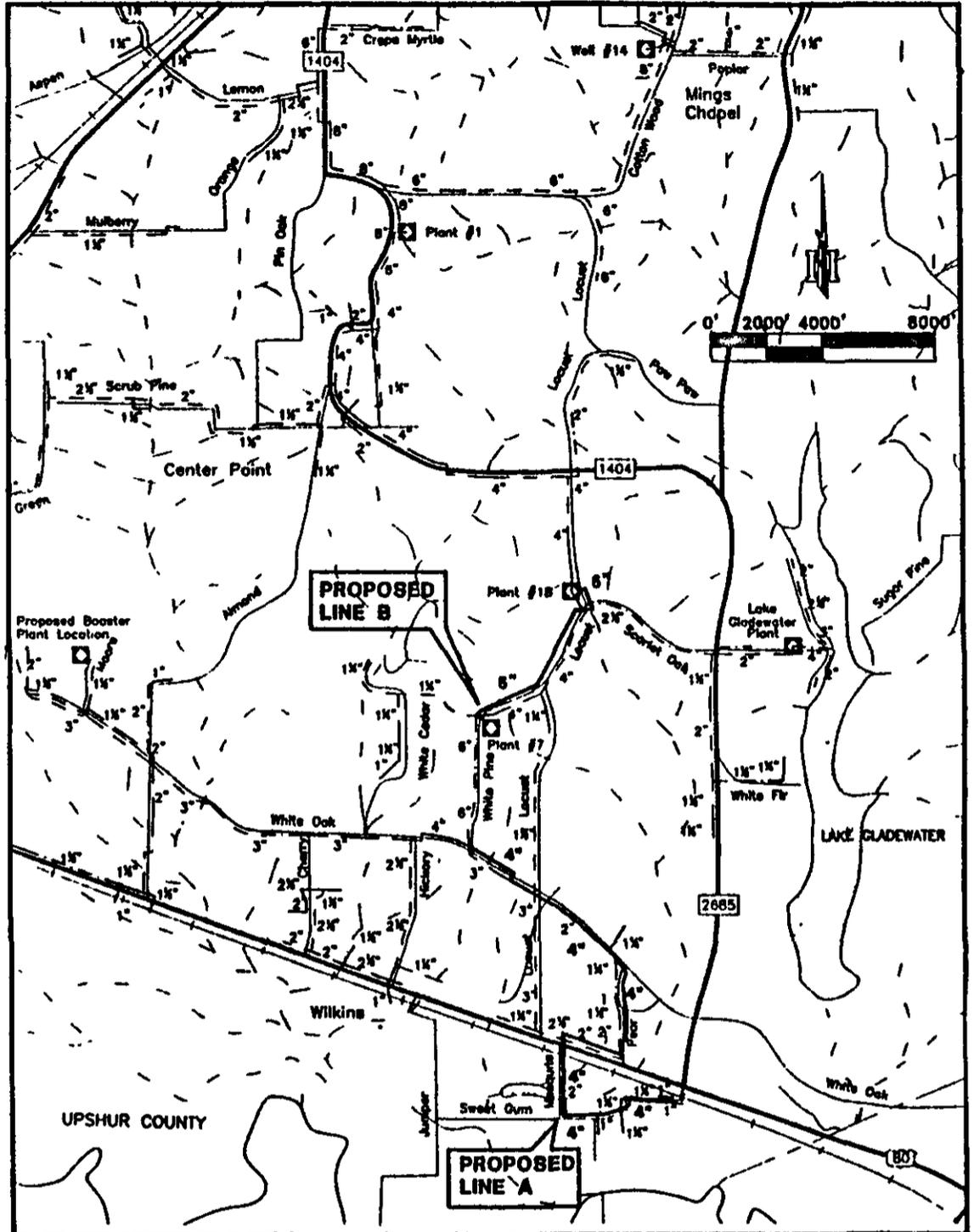
TITLE Manager *Manager*

*T. Stack* ADDRESS P.O. Box 567, Gilmer, TX 75644

**PRITCHETT WATER SUPPLY CORPORATION**

**List of Proposed Water Mains on Upshur County ROW**

<u>Proposed Line A</u>	<u>As shown on attached sheet</u>
<b>White Pine Road</b>	
Bore and encase 40 L.F. of 4" water main in 8" steel encasement.	2
<b>White Oak Road</b>	
Bore and encase 40 L.F. of 4" water main in 8" steel encasement.	2
Install 1350 L.F. of 4" water main along the west side of White Oak Road.	6
<b>Pear Road</b>	
Bore and encase 40 L.F. of 4" water main in 8" steel encasement.	6
Bore and encase 40 L.F. of 4" water main in 8" steel encasement.	8
Install 520 L.F. of 4" water main along the west side of Pear Road.	9
<b>Sweet Gum Road</b>	
Bore and encase 90 L.F. of 4" water main in 8" steel encasement.	14
Install 600 L.F. of 4" water main along the east side of Sweet Gum Road.	14
<b><u>Proposed Line B</u></b>	
<b>White Pine Road</b>	
Install 520 L.F. of 6" water main along the west side of White Pine Road.	18
<b>Locust Road</b>	
Install 430 L.F. of 6" water main along the west side of Locust Road.	18
Install 1400 L.F. of 6" water main along the west side of Locust Road.	19
Install 1300 L.F. of 6" water main along the west side of Locust Road.	20
Install 110 L.F. of 6" water main along the west side of Locust Road.	21
Bore and encase 40 L.F. of 6" water main in 10" steel encasement.	21
Bore and encase 40 L.F. of 6" water main in 10" steel encasement.	21



LOCATION MAP

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )  
KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF UPSHUR ( )

The undersigned ALWIN ALBRIGHT, hereinafter referred to as First Party, enters into and makes an agreement with Upshur County Commissioner of precinct No 4, 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. 4; 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) \_\_\_\_\_  
MAGNOLIA RD.  
\_\_\_\_\_

SEPT 27 1984  
COUNTY CLERK  
UPSHUR COUNTY, TEXAS

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. 4, 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.

[Signature]  
First Party Signature

Street or Box \_\_\_\_\_

RT. 7 BOX 860

City, State and Zip Code

GILMER, TX. 75644

Telephone \_\_\_\_\_

725-6148 GILMRE

Timber Tract \_\_\_\_\_

2-23-98

Date Signed \_\_\_\_\_

County Judge \_\_\_\_\_

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

Date Signed \_\_\_\_\_

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 SCOTT NEWLAND LAND AND TIMBER, 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) \_\_\_\_\_

LOCUST	STREET	27	MI

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.

[Signature]  
First Party Signature

RT. 5 BOX 122  
Street or Box

GILMER, TX. 75644  
City, State and Zip Code

797-6164  
Telephone

BOWDEN  
Timber Tract

2-25-98  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

\_\_\_\_\_  
Date Signed

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 DEAN LUMBER COMPANY, 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)

PETUNIA AND NARRISSUS

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.

[Signature]
First Party Signature

P.O. BOX 610
Street or Box

GILMER, TX. 75644
City, State and Zip Code

903-843-2457
Telephone

CAWTHON
Timber Tract

2-25-98
Date Signed

[Signature]
County Judge

[Signature]
Commissioner 1

[Signature]
Commissioner 2

[Signature]
Commissioner 3

[Signature]
Commissioner 4

Date Signed

Permit issued for a period not to exceed 90 days.

[Handwritten signature]

VOL. 50 PG. 394

APPLICATION FOR FILLING ABANDONED WELL

TO: THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

RE: ABANDONED WELL OWNED BY EUGENE HELMS  
RT. 5 BOX 615, GILMER, TX. 75644  
LARKSPUR ROAD.

GENTLEMEN:

DUE TO HEALTH AS WELL AS SAFETY HAZARDS, WE REQUEST THAT AN  
ABANDONED WELL BE FILLED AS SOON AS POSSIBLE.

RESPECTFULLY YOURS,

*Eugene C. Helms*  
797-6760

PRECINCT \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED \_\_\_\_\_ REJECTED \_\_\_\_\_

*Ch*  
CHARLES L. STILL, COUNTY JUDGE

*Gaddis Lindsey*  
GADDIS LINDSEY, COMMISSIONER 1

*Tommy Stanley*  
TOMMY STANLEY, COMMISSIONER 2

*David Loyd*  
DAVID LOYD, COMMISSIONER 3

*Charles K. Thompson*  
CHARLES K. THOMPSON, COMMISSIONER 4

98 FEB 27 AM 10:44  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

PERMIT APPLICATION FOR USE OF UPSHUR COUNTY RIGHT OF WAY

TO; THE UPSHUR COUNTY COMMISSIONERS COURT  
COUNTY OF UPSHUR  
GILMER, TEXAS

PRECINCT #2

DATE 2-23-98

Formal notice is hereby given that BARBARA GANDY whose principal address is 3108 DRIFTWOOD, TYLER, TX 75701 does hereby propose to place a CULVERT within the ROW of County Road DAYLILLY. The location and description of the proposed lines or appurtenences is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand its contents. NAME Barbara Gandy TITLE \_\_\_\_\_

903-561-8408

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed \_\_\_\_\_ as shown by accompanying drawings and notice dated \_\_\_\_\_, except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenence, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

All work on the County right of way shall be performed in accordance with the Commissioners Court intructions. The installation shall not damage any part of the roadway and adequate provisions must be made to cause minimum inconvenience to traffic and adjacent owners. Specifications for placing this line are as follows:

1. Barricades, warning signs, lights and flagmen when necessary shall be provided by the contractor or owner. One half of the traveled portion of the road must be open at all times.
2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

*Yvette Lopez*  
*T. Staud*

APPROVED  
FEB 27 1998  
COUNTY CLERK  
UPSHUR COUNTY, TEXAS

3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

4. Overhead lines will have minimum clearance of 18 feet above the road surface at the point of crossing.

5. Operations along roadways shall be performed in such a manner that all excavated material be kept off the surface at all times, as well as all operating equipment and materials. No equipment or installation procedures will be used which will damage any road surface, roadbed, structures or other right of way feature. Any expenditure that is a direct result of this installation will be borne by owner of this line.

6. All lines under roads carrying pressure in excess of 50 psi shall be enclosed in satisfactory casing extending from the right of way line to right of way line. Pipe used for casing may be of any type approved by the County Engineer or Commissioners Court and shall be capable of supporting load of roadbed and traffic and shall be so constructed that there will be no leakage of any matter through casing for its entire length; Inside diameter of casing shall be at least 2 inches greater than the largest diameter of carrier pipe, joints or couplings.

7. All excavations within the right of way and not under surfacing shall be backfilled by tamping in 6 inch horizontal layers. All surplus material will be removed from the right of way and the excavation finished flush with surrounding natural ground.

8. All ground lines are to be installed a minimum of 36 inches below the flow line of the adjacent drainage or borrow ditch. (Any material placed in county right of way by permit will be of a nature or composition that said line can be located with the use of a standard locator device used in locating buried cables and pipe.)

9. Lines crossing under roads and under cross roads within the right of way will be placed by boring. Boring shall extend from crown line to crown line. Gravity flow sewer lines under roadway will be cast iron or equivalent pipe.

10. Where evidence is presented indicating the impracticability of boring or tunnelling, the Commissioners Court may grant permission to cut the surface no wider than 4 inches. In the event a cut is permitted the following conditions will govern: (a) Excavation areas are to be filled and packed with compatible material. (b) The surfacing will be replaced with equivalent quality surfacing.

11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

12. Where in the opinion of the Commissioners Court it may be necessary to protect losses incurred by damage to the roads, bridges or right of way structures, they may by action of the Court require a surety bond in an amount sufficient to cover any damages.

13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspection.

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

C. J. Hill  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER PCT. 3

\_\_\_\_\_  
COMMISSIONER PCT. 1

\_\_\_\_\_  
COMMISSIONER PCT. 4

\_\_\_\_\_  
COMMISSIONER PCT. 2

JOB DATA:

File: Gandy, Barbara (King), 980115-1.

Client: Barbara (King) Gandy, widow of Norman E. King.

Deed: V 270 P 281, dated August 18, 1962, from Tully Simpson, Trustee, to Norman King, Lot No. 18 Block No.1, Pineview Addition to City of Gilmer, (deed refers to) Plat page 118 deed Vol 1 of Deed Records, (plat found in Plat Book 2 Page 185).

Reference directions: Just off SH 154 east of Gilmer, Left on Carnation Road (the road to the Gilmer City Dump, or Landfill), Right on Daylily Road (Daylily on sign, Pineview road on Plat Book 2 Page 185). Tract runs between the two roads.

CONTENTS

JOB DATA: . . . . .	0
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PLAT . . . . .	1
FIELD NOTES . . . . .	2
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Authorization . . . . .	4
Summary . . . . .	4
PRELIMINARY . . . . .	4
MONUMENTS FOUND . . . . .	5
CONSTRUCTION OF CALLS . . . . .	6
PROCEDURE . . . . .	7

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Client . . . . . Barbara (King) Gandy  
 Joe H. Cox . . . . . Registered Public Surveyor . . . . . Gilmer, Texas  
 Dwg. No. 980118-1-0

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ( )

The undersigned E. J. Timberlake, 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) Will come in on Grange to King Fisher to Hall Finch

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.

X [Signature] First Party Signature

X RT 7 Box 146A Street or Box

X Marshall Tex 75670 City, State and Zip Code

X 903-935-2914 Telephone

X John Skinner Timber Tract

Feb 24, 1998 Date Signed

[Signature] County Judge

[Signature] Commissioner 1

[Signature] Commissioner 2

[Signature] Commissioner 3

[Signature] Commissioner 4

Date Signed

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 #2

DATE 2-24-1998

Formal notice is hereby given that East Texas Telephone whose principal address is P.O. Box 70, Gilmer, TX does hereby propose to place a fiberoptic cable within the ROW of County Road Seago Lilly Rd.. The location and description of the proposed lines or appurtenances is more fully shown by three (3) copies of drawings attached to the application. Proposed construction will begin, if approved, on or after the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

I, \_\_\_\_\_, hereby attest that I have read the conditions set forth in this application and understand it's contents. NAME [Signature] TITLE P.O. Clerk

APPROVAL OF PERMIT APPLICATION

The Upshur County Commissioners Court offers no objections to the location on the right of way of your proposed \_\_\_\_\_ as shown by accompanying drawings and notice dated \_\_\_\_\_ except as noted below:

It is expressly understood that the Upshur County Commissioners Court does not purport, hereby, to grant any right, claim, title, or easement in or upon this county road; it is further understood that in the future should for any reason Upshur County need to work, improve, relocate, widen, increase, add to or in any manner change the structure of this right of way, this appurtenance, if affected, will be moved under the direction of the Upshur County Commissioners Court representative and shall be relocated at the complete expense of the owner within thirty (30) days upon receipt of notice from the Commissioners Court.

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2. All lines, where practicable, shall be located to cross roadbed at approximately right angles. No lines are to be installed under or within 50 feet of either end of any bridge. No lines shall be placed in any culvert or within 10 feet of the closest point of same.

[Signatures]  
Gadde Sridhar  
T. Stanley  
[Signature]

58 FEB 27 1998

3. Parallel lines will be installed as near the right of way lines as possible and no parallel line will be installed in the roadbed or between the drainage ditch and the roadbed without special permission of the County Commissioners Court.

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11. Notice will be given to the precinct Commissioner 48 hours prior to starting construction of the line in his precinct.

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13. Where, in the opinion of the Commissioners Court, an inspector is necessary, the party receiving permit will bear the cost of the inspection.

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_

  
\_\_\_\_\_  
COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER PCT. 3

\_\_\_\_\_  
COMMISSIONER PCT. 1

\_\_\_\_\_  
COMMISSIONER PCT. 4

\_\_\_\_\_  
COMMISSIONER PCT. 2

Upshur County Treasurer  
26 Feb 1998  
THE SOFTWARE GROUP, INC.

PAYROLL / PERSONNEL SYSTEM

11 52 50am

CHECK REGISTER FOR CURRENT PAYROL

PAGE 1

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
75956-PCA	02/26/98	02/27/98	STILL, CHARLES L	2,491.64	N	
75957-PCA	02/26/98	02/27/98	CATN, DERONDA KAYE	1,307.53	N	
75958-PCA	02/26/98	02/27/98	CHILDRESS, JANIS L	928.71		
75959-PCA	02/26/98	02/27/98	MCBRIDE, JUDITH A	915.26		
75960-PCA	02/26/98	02/27/98	MORRIS, ADDIE RENE	1,253.52	N	
75961-PCA	02/26/98	02/27/98	RODENBERG, ROBIN D	620.27	N	
75962-PCA	02/26/98	02/27/98	SHAW, REX AUDENE	1,827.63	N	
75963-PCA	02/26/98	02/27/98	LOYD, DANNY MICHAEL	1,439.20	N	
75964-PCA	02/26/98	02/27/98	LAGRONE, DOYCE DEWAYNE	1,458.33		
75965-PCA	02/26/98	02/27/98	PARISH, TODD L	1,428.86		
75966-PCA	02/26/98	02/27/98	STEELMAN, KARMEN CITA	686.22	N	
75967-PCA	02/26/98	02/27/98	LOFTIS, JO ANN	1,189.43	N	
75968-PCA	02/26/98	02/27/98	DRENNAN, DEANNA R	2,375.23		
75969-PCA	02/26/98	02/27/98	ENGLISH, LOUIE M	1,043.44		
75970-PCA	02/26/98	02/27/98	LIBERACKI, JAMES H	215.94		
75971-PCA	02/26/98	02/27/98	ROSS, TERRI LYNN	1,426.06	N	
75972-PCA	02/26/98	02/27/98	BERRY, DEBORAH DENISE	960.12	N	
75973-PCA	02/26/98	02/27/98	CHEVALIER, MELISSA K	1,036.24		
75974-PCA	02/26/98	02/27/98	COOK, MELISSA G	359.08		
75975-PCA	02/26/98	02/27/98	HAMBERLIN, FRANKIE M	1,863.06	N	
75976-PCA	02/26/98	02/27/98	HENSON, TEENA	1,069.33		
75977-PCA	02/26/98	02/27/98	PATE, CASEY N	898.59	N	
75978-PCA	02/26/98	02/27/98	RICHARDSON, MARGARET A	1,050.58		
75979-PCA	02/26/98	02/27/98	STINNETT, SCARLETT T	1,603.24	N	
75980-PCA	02/26/98	02/27/98	COSTON, WANDA C	1,515.76		
75981-PCA	02/26/98	02/27/98	MANES, ANNA WYONE	396.18		
75982-PCA	02/26/98	02/27/98	HOLLINGSWORTH, LAURA L	1,000.39		
75983-PCA	02/26/98	02/27/98	PERRY, CAROLYN JO	1,261.87	N	
75984-PCA	02/26/98	02/27/98	POTTER, LYLE M JR	1,378.78		
75985-PCA	02/26/98	02/27/98	CROW, JAMES A	1,478.81	N	
75986-PCA	02/26/98	02/27/98	JOHNSON, HEATHER D	342.68		
75987-PCA	02/26/98	02/27/98	RAY, WILLIAM VALTON	1,289.70	N	
75988-PCA	02/26/98	02/27/98	BRUNSON, MARY DELL	1,373.96	N	
75989-PCA	02/26/98	02/27/98	JONES, CAROLYN SUE	1,473.15	N	
75990-PCA	02/26/98	02/27/98	JONES, EVELYN D	1,358.56	N	
75991-PCA	02/26/98	02/27/98	LINGLE, JOSEPH RICHARD JR	1,783.67	N	
75992-PCA	02/26/98	02/27/98	MOORE, BARBARA L	1,235.41	N	
75993-PCA	02/26/98	02/27/98	NORTON, ANGELA J	2,355.28		
75994-PCA	02/26/98	02/27/98	EAST, KAREN A	1,185.84	N	
75995-PCA	02/26/98	02/27/98	SHEPPERD, BEN C	1,899.00		
75996-PCA	02/26/98	02/27/98	COPPEDGE, PATTI L	937.42		
75997-PCA	02/26/98	02/27/98	EVANS, MINA LEE	338.03		
75998-PCA	02/26/98	02/27/98	HARRIS, MYRA NELL	1,079.76	N	
75999-PCA	02/26/98	02/27/98	TUEL, LINDA LOUISE	1,048.43	N	
76000-PCA	02/26/98	02/27/98	BEAVERS, PHYLLIS	752.22		
76001-PCA	02/26/98	02/27/98	BOWDEN, CLAUDENE	1,135.21	N	
76002-PCA	02/26/98	02/27/98	DAVIS, LAVADA M	1,233.36	N	
76003-PCA	02/26/98	02/27/98	FAILS, PATSY M	1,067.48	N	
76004-PCA	02/26/98	02/27/98	GENTRY, PAULA A	1,106.64		
76005-PCA	02/26/98	02/27/98	HALLMAN, CHRISTIE J	1,277.08	N	
76006-PCA	02/26/98	02/27/98	HOWELL, LUANA GAIL	993.07		
76007-PCA	02/26/98	02/27/98	HUTCHINS, WANDA L	1,036.61	N	

NOV 50 1998 1401

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
76008-PCA	02/26/98	02/27/98	JAMISON, HANNAH S	989 87		
76009-PCA	02/26/98	02/27/98	MULLINS, STEPHANIE S	1,087 96		
76010-PCA	02/26/98	02/27/98	PUTNAM, TRACY L	373 73		
76011-PCA	02/26/98	02/27/98	SMITH, MICHEAL LOYD	1,910 38	N	
76012-PCA	02/26/98	02/27/98	TIMMONS, DONNA J	721 87		
76013-PCA	02/26/98	02/27/98	FLIPPO, DONA	1,287 72	N	
76014-PCA	02/26/98	02/27/98	OFFIELD, STELLA GINA	264 78		
76015-PCA	02/26/98	02/27/98	BULLOCK, JOEL K	595 63		
76016-PCA	02/26/98	02/27/98	COOK, JOHN RUBIN	1,341 73	N	
76017-PCA	02/26/98	02/27/98	DANIELS, CHARLES D	1,071 26	N	
76018-PCA	02/26/98	02/27/98	ROEDER, RAYMOND R	1,482 48	N	
76019-PCA	02/26/98	02/27/98	BULLOCK, JOEL K	1,115 45		
76020-PCA	02/26/98	02/27/98	ROGERS, WILLIAM A	1,129 20		
76021-PCA	02/26/98	02/27/98	CORLEY, ROLAN D	1,193 59		
76022-PCA	02/26/98	02/27/98	HENSON, CLODDIE F	588 27	N	
76023-PCA	02/26/98	02/27/98	ALFORD, JOHN MATTHEW	1,497 08	N	
76024-PCA	02/26/98	02/27/98	BENGE, RONALD DALE	2,090 14	N	
76025-PCA	02/26/98	02/27/98	BETTERTON, NANCY LYN	1,673 07	N	
76026-PCA	02/26/98	02/27/98	BURRIS, RANDY DAVID	1,597 30	N	
76027-PCA	02/26/98	02/27/98	CROSS, RICHARD D	1,789 06	N	
76028-PCA	02/26/98	02/27/98	DAVIS, MICHAEL WAYNE	1,540 35		
76029-PCA	02/26/98	02/27/98	DECUIR, JAMES A	1,811 24	N	
76030-PCA	02/26/98	02/27/98	FORTSON, LARRY WAYNE	1,846 82	N	
76031-PCA	02/26/98	02/27/98	HAYS, SHELIA R	1,202 02	N	
76032-PCA	02/26/98	02/27/98	JENKINS, STANLEY E	1,287 83	N	
76033-PCA	02/26/98	02/27/98	JORDAN, MURRAY K	1,818 60	N	
76034-PCA	02/26/98	02/27/98	MATTHEWS, GENEVA NELL	1,034 82		
76035-PCA	02/26/98	02/27/98	ROACH, KAY LYNN	1,633 45	N	
76036-PCA	02/26/98	02/27/98	ROBERTS, GARY DALE	1,501 48		
76037-PCA	02/26/98	02/27/98	SALDIS, GEORGE CARL	1,492 54	N	
76038-PCA	02/26/98	02/27/98	YOUNG, LELAND WAYNE	1,427 20	N	
76039-PCA	02/26/98	02/27/98	BEAN, ELIZABETH M	1,276 38	N	
76040-PCA	02/26/98	02/27/98	BRUHN, DONNA C	1,352 98	N	
76041-PCA	02/26/98	02/27/98	COPELAND, MELINDA D	1,386 73		
76042-PCA	02/26/98	02/27/98	CROMLEY, ROBERT ALLEN	1,625 58	N	
76043-PCA	02/26/98	02/27/98	DANIELS, JOE NATHAN	1,053 38		
76044-PCA	02/26/98	02/27/98	EDGE, PAMELA S	1,232 90		
76045-PCA	02/26/98	02/27/98	FENNELL, SHERRY L	1,224 76	N	
76046-PCA	02/26/98	02/27/98	GRISWOLD, JAMES E	1,309 10	N	
76047-PCA	02/26/98	02/27/98	HELPESTILL, RAY B	1,199 68	N	
76048-PCA	02/26/98	02/27/98	HOPKINS, ALICE MATHIS	903 25	N	
76049-PCA	02/26/98	02/27/98	MARTIN, JOSHUA F	1,282 62		
76050-PCA	02/26/98	02/27/98	MASSOLETTI, MARTY	1,298 53		
76051-PCA	02/26/98	02/27/98	MONTS, BRANDY L	1,288 33		
76052-PCA	02/26/98	02/27/98	MOORE, JERRY A	1,350 74	N	
76053-PCA	02/26/98	02/27/98	MUPPHY, NADRA M	1,344 03	N	
76054-PCA	02/26/98	02/27/98	NORWOOD, THOMAS W	979 31		
76055-PCA	02/26/98	02/27/98	PREUNINGER WILLIAM	1,272 72		
76056-PCA	02/26/98	02/27/98	STEELEMAN, PAUL A	812 28		
76057-PCA	02/26/98	02/27/98	TILLERY, HIRAM D	1,347 19		
76058-PCA	02/26/98	02/27/98	WADE, ALAN M	1,284 15		
76059-PCA	02/26/98	02/27/98	WALKER, DIANE	1,016 68	N	
76060-PCA	02/26/98	02/27/98	WHORTON PAULA	1,204 63	N	

PHOTO COPY

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CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
76061-PCA	02/26/98	02/27/98	WILLIAMS, BILLY JOE	1,319.23		
76062-PCA	02/26/98	02/27/98	BROWN, CHRISTOPHER E	1,866.91		
76063-PCA	02/26/98	02/27/98	BURROUS, JAMES MICHAEL	1,492.92		
76064-PCA	02/26/98	02/27/98	GEE, JAMES R	1,236.11		
76065-PCA	02/26/98	02/27/98	GRANT, GLENDA ANN	1,093.60		
76066-PCA	02/26/98	02/27/98	HANCOCK, KATHRYN B	1,332.79		
76067-PCA	02/26/98	02/27/98	HUDGINS, ROYCE L III	1,677.89	N	
76068-PCA	02/26/98	02/27/98	JACKSON, SHANE MICHELLE	1,925.27		
76069-PCA	02/26/98	02/27/98	KELLER, LINDA H	1,952.81		
76070-PCA	02/26/98	02/27/98	MAYFIELD, KENNETH MURL	673.47	N	
76071-PCA	02/26/98	02/27/98	MCCAY, WILLIAM CARTER	1,999.84	N	
76072-PCA	02/26/98	02/27/98	OGDEN, CHRISTI D	1,611.06		
76073-PCA	02/26/98	02/27/98	PHILLIPS, KRISTIE D	1,390.15		
76074-PCA	02/26/98	02/27/98	RAY, JIMMY DARRELL	2,584.90		
76075-PCA	02/26/98	02/27/98	SPIVEY, JOHN K	1,660.48		
76076-PCA	02/26/98	02/27/98	WARREN, SHERRY L	1,027.21		
76077-PCA	02/26/98	02/27/98	BETTERTON, ANTHONY S	1,508.62	N	
76078-PCA	02/26/98	02/27/98	EDWARDS, SANDRA D	1,189.62	N	
76079-PCA	02/26/98	02/27/98	MITCHELL, RONNIE GENE	2,294.24	N	
76080-PCA	02/26/98	02/27/98	SMITH, MELINDA L	1,369.28	N	
76081-PCA	02/26/98	02/27/98	VINES, LISA S	1,407.00	N	
76082-PCA	02/26/98	02/27/98	WYLIE, MILTON J	1,741.78	N	
76083-PCA	02/26/98	02/27/98	SMITH, NADRA CITA	1,073.52	N	
76084-PCA	02/26/98	02/27/98	BECK, EARNEST EARL	532.98	N	
76085-PCA	02/26/98	02/27/98	DAVIS, CECIL W SR	1,189.26	N	
76086-PCA	02/26/98	02/27/98	JONES, ELLIS	592.99	N	
76087-PCA	02/26/98	02/27/98	LINDSEY, GARDIS M	1,443.21	N	
76088-PCA	02/26/98	02/27/98	ROBERTSON, OSCAR	1,022.77	N	
76089-PCA	02/26/98	02/27/98	SMITH, EDDIE J	1,294.61	N	
76090-PCA	02/26/98	02/27/98	STINE, ANTHONY CARL	714.89		
76091-PCA	02/26/98	02/27/98	STOKER, JAMES LOUIS	1,639.79	N	
76092-PCA	02/26/98	02/27/98	WILSON, JAMES R	1,115.07	N	
76093-PCA	02/26/98	02/27/98	CROCKETT, HARRY JAMES	1,180.37	N	
76094-PCA	02/26/98	02/27/98	HARGEST, CHARLES P	713.53	N	
76095-PCA	02/26/98	02/27/98	JEFFERY, DONALD RAY	971.16	N	
76096-PCA	02/26/98	02/27/98	JOHNSON, IVORY GENE	1,542.36	N	
76097-PCA	02/26/98	02/27/98	JONES, LEON	929.97		
76098-PCA	02/26/98	02/27/98	NELSON, WILLIAM B	1,130.54		
76099-PCA	02/26/98	02/27/98	PENDARVIS, ABBOTT LYNN	1,555.98	N	
76100-PCA	02/26/98	02/27/98	STANLEY, TOMMY LEE	2,074.69	N	
76101-PCA	02/26/98	02/27/98	YOUNG, JOEY A	832.11	N	
76102-PCA	02/26/98	02/27/98	DRIGGERS, BOBBY D	1,574.38	N	
76103-PCA	02/26/98	02/27/98	GAGE, PAUL E	1,336.75		
76104-PCA	02/26/98	02/27/98	GLENN, GEORGE R	331.90	N	
76105-PCA	02/26/98	02/27/98	JACKSON, RICK D	2,043.68		
76106-PCA	02/26/98	02/27/98	LATHAM, GARY D	1,178.75	N	
76107-PCA	02/26/98	02/27/98	MILLER, LONNIE E	1,077.00		
76108-PCA	02/26/98	02/27/98	THOMPSON, DANNY F	971.55		
76109-PCA	02/26/98	02/27/98	TIMMONS, GERALD WAYNE	1,302.15	N	
76110-PCA	02/26/98	02/27/98	BALLARD, GERALD WAYNE	1,284.82	N	
76111-PCA	02/26/98	02/27/98	BLACKSTONE, WILLY PAT	1,025.52		
76112-PCA	02/26/98	02/27/98	CAMPBELL, GLENN EDWARD	1,562.20	N	
76113-PCA	02/26/98	02/27/98	DAVIS, GARY W	1,178.24		

CHECK	DATE PRINTED	PAYROLL DATE	Issued to	NET PAY	DD	STATUS
76114-PCA	02/26/98	02/27/98	HELPESTILL, EDWIN J	1,193 03		
76115-PCA	02/26/98	02/27/98	RITTER, DON L	1,137 75		
76116-PCA	02/26/98	02/27/98	SHAW, TOM P	1,211 42	N	
76117-PCA	02/26/98	02/27/98	SMITH, MELVIN DON	1,210 89		
76118-PCA	02/26/98	02/27/98	THOMPSON, CHARLES K	2,014 67		
76119-PCA	02/26/98	02/27/98	JOHNSON, GERALD DON	1,597 08	N	
76120-PCA	02/26/98	02/27/98	COOK, JESSICA M	266 16		
76121-PCA	02/26/98	02/27/98	CORN, MISTY D	300 03		
76122-PCA	02/26/98	02/27/98	GILES, PERRY J	750 99		
76123-PCA	02/26/98	02/27/98	MORRISON, JOYCE FRANCES	1,708 73	N	
76124-PCA	02/26/98	02/27/98	SMITH, EMMA JEAN	1,005 44	N	
76125-PCA	02/26/98	02/27/98	THOMPSON, NANCY A	951 52	N	
76126-PCA	02/26/98	02/27/98	WILLIAMS, JANET C	1,020 72	N	
76127-PCA	02/26/98	02/27/98	ACKER, BRUCE E	548 79		
76128-PCA	02/26/98	02/27/98	CAMPBELL, MARY ROSE	1,271 79	N	
76129-PCA	02/26/98	02/27/98	RICHEY, SUSAN G	548 79		

218,041 19

218,041 19

174 records listed

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CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
76132-APCA	02/27/98	UPSHUR COUNTY INSURANCE ACCOUNT	3,198 95
76133-APCA	02/27/98	DIVERSIFIED COLLECTION SERVICES, INC	102 00
76134-APCA	02/27/98	PEBSCO PAYROLL PROCESSING	3,141 97
76135-APCA	02/27/98	FIRST NATIONAL BANK GILMER	45,945 34
76136-APCA	02/27/98	FIRST NATIONAL BANK GILMER	28,394 43
76137-APCA	02/27/98	UPSHUR COUNTY IRC/125	1,554 66
76138-APCA	02/27/98	UPSHUR COUNTY IRC/125	346 50
76139-APCA	02/27/98	UPSHUR COUNTY IRC/125	336 52
76140-APCA	02/27/98	UPSHUR COUNTY IRC/125	217 95
76141-APCA	02/27/98	UPSHUR COUNTY IRC/125	1,001 40
76142-APCA	02/27/98	UPSHUR COUNTY IRC/125	7,105 43
76143-APCA	02/27/98	INTERNAL REVENUE SERVICE	1 93
76144-APCA	02/27/98	ATTORNEY GENERAL OF TEXAS	310 00
76145-APCA	02/27/98	AUSTIN BANK-GILMER	100 00
76146-APCA	02/27/98	EAST TEXAS PROFESSIONAL	3,187 00
76147-APCA	02/27/98	FIRST NATIONAL BANK	860 00
76148-APCA	02/27/98	GILMER NATIONAL BANK	255 00
76149-APCA	02/27/98	GILMER SAVINGS BANK	50 00
76150-APCA	02/27/98	UPSHUR COUNTY INSURANCE ACCOUNT	965 36
76151-APCA	02/27/98	RHONDA GAIL YOUNG	250 00
76152-APCA	02/27/98	RUBY COOPER, DISTRICT CLERK	215 00
76153-APCA	02/27/98	TEXAS COUNTY & DISTRICT RETIREMENT SYSTE	47,685 23
Total for All Payments -			145,224 67

*Charles L. Still*  
COUNTY JUDGE, CHARLES L. STILL

*Gaddis Lindsey*  
COMMISSIONER PCT01, GADDIS LINDSEY

*Tommy Stanley*  
COMMISSIONER PCT02, TOMMY STANLEY

*Rick Jackson*  
COMMISSIONER PCT03, RICK JACKSON

*Charles K. Thompson*  
COMMISSIONER PCT04, CHARLES K. THOMPSON

1998 FEB 27

50 FEB 27 1998

Date: 2-28-98

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
Nancy Thompson	Bilmer
Murray Jordan	Bilmer
Bessie McPherson	Longview
Franklin Humber	Bilmer
Ken Shepherd	White Oak
Janice Ray	Bilmer
David Reid	Gladesville
Kyrene Huff	Bilmer
Myra Harris	Bilmer
Philly Williams	BILMER CITY OF PAPER
Buck Cross	Bilmer
Cheryl Mayo	Bilmer
Bobby Dugger	Bilmer
Donna Dugger	Bilmer
L. J. Vane	Bilmer
Kess Ornel	Bilmer

98 FEB 27 AM 11:13  
 U.S. COURT CLERK  
 BY \_\_\_\_\_  
 DEPUTY