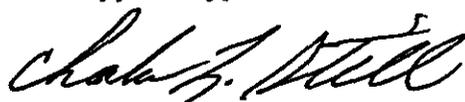


NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
MONDAY, APRIL 13, 1998, 9:00 AM, REGULAR SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR

AGENDA

1. Approve the minutes of previous meetings.
2. Consider any budget amendments and take action.
3. Consider approval of accounts payable and take action.
4. Consider approval of any payroll changes and take action.
5. Accept financial statements.
6. Accept treasurers monthly and quarterly reports.
7. Consider setting speed limit on Fir and Highland Roads at 35 MPH.
8. Consider contracting with PBX for phone bill audit.
9. Accept for recording a memo concerning County Tobacco Claims.
10. Accept for recording bids for paint on jail addition and award contract to low bidder.
11. Accept for recording certificates of insurance for Gay and Son Masonry.
12. Accept for recording change orders and contracts on the jail addition.
13. Consider invitation to attend the Soil & Water Conservation District Woodland Contest.
14. Accept resolution on property sold for taxes.
15. Consider approval of a Proclamation concerning Fair Housing Month.
16. Consider renewal of contract with Bullfinch Custodial Service or solicit bids and take action.
17. Hear report from the 911 coordinator on progress and expected completion date.
18. Discuss and take action on hiring an attorney for ROW condemnations on FM 1845.
19. Consider payment of approximately \$30.00 for a seal for the County Surveyor.
20. Discuss home inspection for insurance purposes and hear report from the DA.
21. Accept for recording the Recount Committee Report from David Griffith, Upshur County Democratic Chairman.
22. Hear a report on County office space.
23. Approve applications for use of Upshur County roads and right of way.

FILED  
 PEX A SHAW  
 COUNTY CLERK  
 98 APR -9 PM 2:55  
 L. S. B. COUNTY, TX  
 BY \_\_\_\_\_  
 DEPUTY



Charles L. Still, County Judge

**NOTICE OF MEETING  
COMMISSIONERS COURT OF UPSHUR COUNTY, TEXAS  
MONDAY, APRIL 13, 1998, 9:00 AM, REGULAR SESSION  
UPSHUR COUNTY COURTHOUSE, THIRD FLOOR**

**AGENDA  
ADDENDUM**

1. **Consider adopting a resolution opposing designating the Sabine River as an American Heritage River.**

*Charles L. Still*

**Charles L. Still**

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 8:16  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
CFRITY

UPSHUR COUNTY COMMISSIONER'S COURT

4-13-1998

COMMISSIONER'S COURT MET IN REGULAR SESSION. ALL MEMBERS PRESENT.

1. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO APPROVE MINUETS OF PREVIOUS MEETING DATED 3-30-1998. MOTION CARRIED.

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

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

4. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO APPROVE THE FOLLOWING PAYROLL CHANGES:

JANA ROHALL-DUE TO NEW HIRE  
FRANK DENTON-DUE TO NEW HIRE  
EARL BECK-DUE TO PROMOTION  
JACK SETTLES-DUE TO NEW HIRE

MOTION CARRIED ON ALL THE ABOVE. COPIES ATTACHED.

5. MOTION BY KENNY THOMPSON SECONDED BY GADDIS LINDSEY TO APPROVE FINANCIAL STATEMENT FOR SIX MONTHS ENDED MARCH 31, 1998. MOTION CARRIED. COPY ON FILE IN OFFICE OF COUNTY CLERK.

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

7. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO APPROVE SETTING SPEED LIMITS ON FJR AND HIGHLAND ROADS AT 35 MPH. MOTION CARRIED.

8. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE CONTRACT WITH PBX FOR TELEPHONE AUDIT. MOTION CARRIED. COPY ATTACHED.

9. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY, MEMORANDUM CONCERNING TOBACCO CLAIMS. MOTION CARRIED. COPY ATTACHED.

10. MOTION BY GADDIS LINDSEY SECONDED BY RICK JACKSON TO APPROVE ACCEPTING FOR RECORDING PURPOSES ONLY, BIDS SUBMITTED

FOR PAINT ON JAIL ADDITION. BIDS SUBMITTED WERE FROM SHERMAN WILLIAMS OF TYLER, BID IN AMOUNT OF \$11,424.70 AND JONES-BLAIR OF AMARILLO, BID IN AMOUNT OF \$13,582.50. MOTION CARRIED. COPIES ATTACHED. (BID WAS AWARDED TO LOWEST BIDDER, SHERMAN WILLIAMS.)

11. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING PURPOSES ONLY, CERTIFICATES OF INSURANCE FOR GAY AND SON MASONRY. MOTION CARRIED. COPIES ATTACHED.

12. NO ACTION TAKEN ON AGENDA ITEM CONCERNING RECORDING CHANGE ORDERS AND CONTRACTS ON THE JAIL ADDITION.

13. AN INVITATION FORM THE UPSHUR-GREGG SOIL AND WATER CONSERVATION DISTRICT WAS READ BY JUDGE STILL TO ALL MEMBERS OF THE COURT. THE INVITATION INVITED ENTIRE COURT TO THE ANNUAL WOODLAND CONTEST WHICH IS TO BE HELD APRIL 15, 1998.

14. MOTION BY TOMMY STANLEY SECONDED BY RICK JACKSON TO ACCEPT RESOLUTION CONCERNING PROPERTY STRUCK OFF FOR TAXES. PREVIOUS OWNER OF PROPERTY WAS VERNON NOBLES. MOTION CARRIED. COPY ATTACHED.

15. MOTION BY GADDIS LINDSEY SECONDED BY TOMMY STANLEY TO ADOPT PROCLAMATION CONCERNING FAIR HOUSING MONTH. MOTION CARRIED. COPY ATTACHED.

16. MOTION BY RICK JACKSON SECONDED BY GADDIS LINDSEY TO TABLE AGENDA ITEM CONCERNING CONTRACT WITH BULLFINCH CUSTODIAL SERVICES UNTIL APRIL 27, 1998. MOTION CARRIED. JUDGE STILL STATE THAT A WORK SHOP WILL BE HELD BEFORE NEXT COURT DATE TO DISCUSS THIS AGENDA ITEM.

17. DONA FLIPO, 911 COORDINATOR, MET WITH COURT TO GIVE PROGRESS ON THE 911 SYSTEM.

18. NO ACTION TAKEN ON AGENDA ITEM CONCERNING HIRING AN ATTORNEY FOR ROW CONDEMNATIONS ON FM 1845. COMMISSIONER LINDSEY STATED THIS SHOULD BE DISCUSSED IN THE WORK SHOP THAT WILL BE HELD IN THE NEAR FUTURE.

19. MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO APPROVE PAYING FOR A SEAL FOR THE COUNTY SURVEYOR. COST TO BE APPROXIMATELY \$30.00. MOTION CARRIED.

20. MOTION BY JUDGE STILL SECONDED BY GADDIS LINDSEY TO TABLE AGENDA ITEM CONCERNING HOME INSPECTION FOR INSURANCE PURPOSES. MOTION CARRIED.

21. MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO ACCEPT FOR RECORDING PURPOSES ONLY, THE RECOUNT COMMITTEE REPORT FROM DAVID GRIFFITH, UPSHUR COUNTY DEMOCRATIC CHAIRMAN. MOTION CARRIED. COPY ATTACHED.

22. MOTION BY RICK JACKSON SECONDED BY GADDIS LINDSEY TO APPROVE PIERCE PLUMBING REMOVING OLD PLUMBING FROM 5TH FLOOR OF COURTHOUSE.(OLD JAIL) MOTION CARRIED. COST IS TO BE APPROXIMATELY \$4,000.00

23. MOTION BY RICK JACKSON SECONDED BY KENNEY THOMPSON TO APPROVE THE FOLLOWING SPECIAL ROAD USE AGREEMENT CONTRACTS, PERMIT APPLICATIONS:

SPECIAL ROAD USE AGREEMENT SUBMITTED BY R.T.C.COMPANY TO HAUL GRAVEL ON ELDERBERRY, ASPEN AND HOLLY.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY STEITLER LAND AND TIMBER COMPANY TO HAUL LOGS ON MULBERRY AND ORANGE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY BATEY LOGGING TO HAUL LOGS ON GIRAFFE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY NICHOLS LOGGING TO HAUL LOGS ON GOOSE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY HALE FORESTRY INC.. TO HAUL LOGS ON PALM AND FIR.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PAIGE LOGGING TO HAUL LOGS ON SASSAFRAS.

PERMIT APPLICATION SUBMITTED BY CALEB DAVIDSON TO INSTALL A CULVERT IN ROW OF GIRAFFE.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY DUNLAP AND SON TO HAUL LOGS ON NUTMEG.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY PATTERSON AND DAVIS TO HAUL LOGS ON TANGERINE ROAD.

SPECIAL ROAD USE AGREEMENT SUBMITTED BY JAMES TAYLOR TO HAUL LOGS ON CATAPA ROAD.

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

ADDENDUM: MOTION BY KENNY THOMPSON SECONDED BY RICK JACKSON TO APPROVE ADOPTING RESOLUTION OPPOSING DESIGNATING THE SABINE RIVER AS AN AMERICAN HERITAGE RIVER. MOTION CARRIED. COPY OF RESOLUTION ATTACHED.

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ADJOURN. MOTION WITHDRAWN.

MOTION BY TOMMY STANLEY SECONDED BY GADDIS LINDSEY TO ADJOURN. MOTION CARRIED.

ATTENDANCE SHEET PLACED INTO MINUTES.

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REBID SUBMITTED BY LARRY'S INTERIORS, INC. PLACED INTO MINUTES.

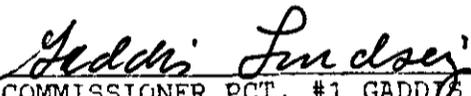
CERTIFICATES OF INSURANCE CONCERNING PROGRESSIVE MASONRY AND/OR DINOSAUR VALLEY CONSTRUCTION PLACED INTO MINUTES.

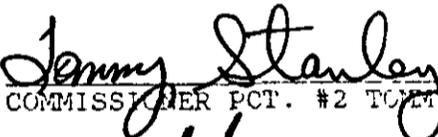
CHANGE ORDER CONCERNING PROGRESSIVE MASONRY & CONTRACTING SERVICES, INC. PLACED INTO MINUTES.

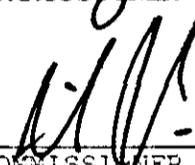
AGREEMENT BETWEEN UPSHUR COUNTY AND DAVID CRISP CONSTRUCTION (CONCERNING ADDITIONS AND ALTERATION TO THE UPSHUR COUNTY JUSTICE SYSTEM) PLACED INTO MINUTES.

AGREEMENT BETWEEN UPSHUR COUNTY AND METROPLEX CONTROL SYSTEMS (CONCERNING ADDITIONS AND ALTERATION TO THE UPSHUR COUNTY JUSTICE SYSTEM) PLACED INTO MINUTES.

  
\_\_\_\_\_  
JUDGE CHARLES STILL

  
\_\_\_\_\_  
COMMISSIONER PCT. #1 GADDIS LINDSEY

  
\_\_\_\_\_  
COMMISSIONER PCT. #2 TOMMY STANLEY

  
\_\_\_\_\_  
COMMISSIONER PCT. #3 RICK JACKSON

  
\_\_\_\_\_  
COMMISSIONER PCT. #4 CHARLES K. THOMPSON

UPSHUR COUNTY  
BUDGET AMENDMENTS

The following budget amendments were approved on this the 13<sup>TH</sup>  
day of APRIL, 1998.

Charles A. Still  
Charles Still, County Judge

Gaddis Lindsey  
Gaddis Lindsey, Comm. Pct. 1

Tommy Stanley  
Tommy Stanley, Comm. Pct. 2

Rick Jackson  
Rick Jackson, Comm. Pct. 3

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

FILED  
REX A SHAW  
COUNTY CLERK  
98 APR 27 AM 11:57  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
RFP/HTY

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 4-13-98

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>
	18	614	4470	<54.09>
To:	18	614	4330	<54.09>

Reason:

  
Department Head BT4

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

BUDGET AMENDMENT

LINE ITEM TRANSFER:

Date: 7-13-98

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	650	5475	100
To:	10	650	4502	100

Reason:

*[Signature]*  
Department Head *Library*

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

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 APR 1998

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/13/98 thru 04/24/98

PAGE :

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76892-APCA	04/13/98	A & C FIRE PROTECTION, INC	\$41,625 00	\$41,625 00	JAIL CONST-#1 FIRE STANDPIPE 3/25/98
76893-APCA	04/13/98	A & C FIRE PROTECTION, INC	\$95,698 80	\$95,698 80	JAIL CONST-#1 DETENTION CEILING 3/25/98
76894-APCA	04/13/98	ACCU CHEM LABORATORIES	\$418 50	\$418 50	CCP-CUST#U985 PROFILES
76895-APCA	04/13/98	AIR LIQUIDE AMERICA COPR	\$110 73	\$110 73	PCT#1-WIRE, EAR PLUGS, REPAIRS, GUARD
76896-APCA	04/13/98	APEX GEOSCIENCE INC	\$2,079 80	\$2,079 80	JAIL CONST-PROJECT#298-012/SOIL TESTING 2/2-26/98
76897-APCA	04/13/98	ARKLA GAS	\$719 74	\$719 74	J CTR-ACCT#0721336289005/APRIL 8'98 BILLING
76898-APCA	04/13/98	BARRY CLARK WALLACE, P C	\$3,312 50	\$350 00 \$350 00 \$2,262 50	D CT-CAUSE#J-4-98/IN THE INT OF A DILLARD D CT-CAUSE#11,687/ST VS L N JOHNSTON D CT-CAUSE#445-95/IN THE INTEREST OF NICKELBUR CHILDREN
				\$350 00	D CT-CAUSE#11,090/ST VS S K WALLER, JR
76899-APCA	04/13/98	BARSCO	\$22 70	\$22 70	J CTR-CUST#UPS025/CONTACTOR
76900-APCA	04/13/98	BAXTER SALES CO, INC	\$1,485 15	\$587 90 \$897 25	CO JAIL-CUST#100950/TISSUE, ST REMOV, TRAS-BAG S, TOWELS, SOAP CO JAIL-CUST#100950/LYSOL, DUSTPAN, JOY, STAIN R EMOVER, GLOVES
76901-APCA	04/13/98	BEN SHEPPERD	\$100 80	\$100 80	CC AUD-REIMBURSE/320mi @ 315ea (WACO, PATTILLO, B ROWN, HILL)
76902-APCA	04/13/98	BLAZER RESOURCES, INC	\$1,937 50	\$1,937 50	PCT#2-CUST#2611/ROAD OIL (125 BBL @ \$15 50)
76903-APCA	04/13/98	BOB BARKER CO, INC	\$359 72	\$359 72	CO JAIL-CUST#284154/SHAVE CREAM, FREIGHT
76904-APCA	04/13/98	BRUCE ACKER	\$514 17	\$514 17	CO EXT-PEIMBURSE/1288mi @ 315ea, MEALS, REGISTRA TION 3/98
76905-APCA	04/13/98	BULFINCH CUSTODIAL SERVICE	\$4,139 61	\$4,139 61	APRIL '98 JANITORIAL SERVICES
76906-APCA	04/13/98	BURBA'S COMPUTER ENTERPRISES	\$30 00	\$30 00	CO TAX-COMPUTER UPGRADE CONSULTATION
76907-APCA	04/13/98	CALAME, LINEBARGER&GRAHAM	\$3,686 49	\$3,686 49	CO TAX-FEB '98 DELINQUENT TAX ATTY FEES COLLECTED
76908-APCA	04/13/98	CANDN SERVICE COMPANY	\$70 00	\$70 00	CO BLDG5-CHECK 4TH FLOOR AC
76909-APCA	04/13/98	CAPOL WILSON	\$30 00	\$30 00	D CLK-REGISTRATION/2 FOR AREA MEETING 4 24/98
76910-APCA	04/13/98	CENTER POINT PUBLISHING	\$192 56	\$192 56	CO LIB-35 BOOKS SHIPPING
76911-APCA	04/13/98	CHEROKEE COUNTY	\$236 00	\$236 00	CO CT-CAUSE#20,755/GREGORY HANES/COMMITMENT TO RUSV

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Apr 1998

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/13/98 thru 04/24/98

PAGE 5

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76948-APCA	04/13/98	FREEMAN ELECTRIC CO, INC	\$29,700 00	\$29,700 00	JAIL CONST-#3 ELECTRICAL WORK 3/24/98
76949-APCA	04/13/98	FUTURE EQUIPMENT CO, INC	\$94 02	\$94 02	PCT#4-BLADES (3), LOCKWASHER
76950-APCA	04/13/98	GAY & SON MASONRY, INC	\$166,673 34	\$166,673 34	JAIL CONST-#2/CONCRETE 3/31/98
76951-APCA	04/13/98	GENERAL TELEPHONE COMPANY	\$9 02	\$9 02	CO S-#1BA-2703/MARCH 19'98 BILLING
76952-APCA	04/13/98	GILMER CABLE TV CO, INC	\$65 00	\$65 00	CO JAIL-ACCT#13891/CABLE SER MAR 24/98 BILLING
76953-APCA	04/13/98	GILMER COUNSELING SERVICES	\$975 00	\$425 00 \$550 00	JUV PROB-FEB'98 COUNSELING CCP-JAN/FEB'98 CONTRACTED SERVICES
76954-APCA	04/13/98	GILMER DRUG COMPANY	\$638 27	\$16 32 \$91 70 \$35 48 \$117 76 \$94 10 \$101 48 \$27 18 \$97 08 \$19 81 \$9 59 \$27 77	CO JAIL-A TREVINO, P RUSSELL/PRESCRIPTIONS CO JAIL-ANNA TREVINO/PRESCRIPTIONS CO JAIL-ANNA TREVINO/PRESCRIPTION CO JAIL-HAROLD HART/PRESCRIPTIONS CO JAIL-H HART, A TREVINO/PRESCRIPTIONS CO JAIL-ANNA TREVINO/PRESCRIPTIONS CO JAIL-GYNE LOTRIMEN, K FREEMAN/PRESCRIPTION CO JAIL-FREDRICK GARRETT/PRESCRIPTION CO JAIL-INSULIN CO JAIL-PRIMATENE MIST CO JAIL-JOE FOWLER/PRESCRIPTIONS
76955-APCA	04/13/98	GILMER LUMBER COMPANY INC	\$1,941 37	\$1,941 37	JAIL CONST-CUST#26907/CONSTRUCTION SUPPLIES 3/2-30/98
76956-APCA	04/13/98	GILMER OFFICE CENTER	\$1,851 74	\$250 00 \$12 69 \$156 05 \$1 00 \$10 15 \$269 50 \$9 00 \$533 76 \$4 69 \$600 00 \$4 90	CONST#2-(1)STORAGE CABINET CO LIB-TYPEWRITER RIBBON, LIFT-OFF TAPE JUV PROB-ACCT#21034/OFFICE SUPPLIES CO CLK-MASKING TAPE I C -MASKING TAPE(I-IN) CO S-B 1/2 X 11 COPY PAPER, B 1/2 X 11 COPY PAPER CO AUD-PRINTOUT BINDERS I C -SPECIAL WINDOW ENVELOPES/TREAS OFFICE I C -IBM SELECTRIC TYPEWRITER RIBBON CO COURT-LATERAL FILE CABINETS CO EXT-2 NOTEBOOKS
76957-APCA	04/13/98	GOUDARZI & MORIN LAW FIRM	\$750 00	\$600 00 \$150 00	D CT-CAUSE#10,059/ST VS AARON LOVELL HARPER D CT-CAUSE#392-92/IN THE INTEREST OF BRUNER CHILDREN
76958-APCA	04/13/98	GOVERNMENT RECORDS SERVICES	\$1,032 33	\$607 37 \$275 00 \$149 96	I CLK-CUST#000532/DUPLICATION, MICROFILM, PROCE SSING I CLK-CUST#000532/CAMERS RENTAL W/EASEL I CLK-CUST#000532/DUPLICATION

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Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made From 04/13/98 thru 04/24/98

PAGE 6

Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76939-APCA	04/13/98	GREGG CO JUVENILE PROBATION	\$240 00	\$240 00	ISP-DETENTION/FEB '98 R S
76960-APCA	04/13/98	H&D TIRE & AUTOMOTIVE	\$2,610 75	\$1 78	CO BLDG-SUPER GLUE
				\$57 47	PCT#2-ALTERNATOR, SHOVELS
				\$59 96	PCT#1-AUTOMOTIVE BULBS(HEADLIGHT) (4); TRANSMISSION PART
				\$10 80	PCT#3-SPARK PLUGS
				\$3 72	PCT#4-GALVANIZED PLUGS(6)
				\$15 08	CO BLDG-ANCHORS, HANDLE
				\$105 43	PCT#1-HEAD GASKETS, LIFTERS, ORANGE PAINT, GREASE, THREAD LOCK
				\$18 72	PCT#1-BELT
				\$31 08	CO BLDG-VAPOR HOSE, UNION, COUPLING & PLUG, RUBBER TIP GUN
				\$438 24	PCT#4-TIRES, CORE CHARGE
				\$4 00	CO S-LABOR
				\$0 90	CO BLDG-FUSES
				\$16 31	PCT#1-CARBURETOR KIT, SILICONE
				\$2 39	PCT#3-PVC "L" (2), TARP STRAPS
				\$54 14	PCT#2-TRAILER BALLS (2)
				\$80 24	PCT#3-BEARING, U-JOINT
				\$4 90	CO S-AUTOMOTIVE BULB
				\$39 51	PCT#1-CAPS, PCV GROMMET, TOOL, DRAIN PAN, B12 SPRAY, SOLVS-IT
				\$0 74	PCT#3-CREDIT FOR BATTERY CORE, GLOVES, SCREWS
				\$49 96	PCT#1-HYDRAULIC FITTINGS (2), HYDRAULIC HOSE
				\$8 45	CO BLDG-SURGE SUPPRESSOR
				\$36 14	PCT#2-ALTERNATOR, PIGTAIL ASSEMBLY
				\$22 45	PCT#3-GLOVES
				\$26 44	PCT#2-RADIATOR HOSE
				\$14 40	PCT#1-BOLTS
				\$411 86	PCT#1-BOOT, TUBES (2), TRACTOR TIRE, LIGHT LENS
				\$112 42	CO BLDG-TIRES
				\$24 74	PCT#1-BATTERY BRUSH, HYDRAULIC COUPLING, RAZOR BLADES
				\$1 59	PCT#1-TEFLON TAPE, BUSHINGS
				\$13 49	PCT#2-SOCKET
				\$118 63	PCT#3-TAPE, ROPE (10 FT), SACRETE, PALLET
				\$3 39	CO BLDG-"AA" BATTERIES
				\$94 99	PCT#1-HYDRAULIC FITTINGS, HYDRAULIC HOSE, ELECTRICAL TAPE
				\$13 05	PCT#2-CHARGER KIT
				\$14 84	PCT#1-GLOVES
				\$366 00	PCT#3-TRACTOR TIRE, TUBE, LABOR
				\$62 90	PCT#1-FILTERS (14), B12 SPRAY, SPRAY-AWAY CLEANER
				\$8 54	CO BLDG-ANCHORS BIT
				\$15 99	PCT#4-GLOVES
				\$24 88	PCT#3-DISC SPINER SPRAY PAINT, MAIL BOX LIGHT (ON STAGE) LIGHT LENS '8

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Apr 1998

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/10/98 thru 04/24/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
					\$10 00cr PCT#3-RETURNED PALLET
76961-APCA	04/13/98	HENRY WHITLEY, P C	\$4,000 00	\$2,000 00 \$2,000 00	D CT-CAUSE#10, 355/J K KEDUGH VS STATE D CT-CAUSE#11, 584/BERNARD HART VS ST
76962-APCA	04/13/98	HERBERT L YOUNG	\$4,141 93	\$1,838 07	PCT#1-GAS(1320 GALS @ \$0 87)DIESEL(1225 GALS @ \$0 363) PCT#1-SOLVENT \$7 20 \$114 38 \$32 26 CO BLDGS-127 GALS GASOLINE 911 MAP-37 GALS GASOLINE \$1,954 78 \$195 24 CO S-197B GALS GASOLINE CONST#2-181 GALS GASOLINE
76963-APCA	04/13/98	I DEAL COMPUTERS, INC	\$109 95	\$19 95 \$90 00	CO S-CUST#8434027/CABLE COMPUTER-ACCT#8434027/JD ANN'S COMPUTER
76964-APCA	04/13/98	INTERLIGHT LIGHTING CORP	\$47 20	\$47 20	CO LIB-ACCT#254065/LONG LIFE(2)
76965-APCA	04/13/98	IRVIN TIRE COMPANY	\$274 56	\$274 56	CO S-UNIT#20/TIRES(4)
76966-APCA	04/13/98	ISI DETENTION CONTRACTING CR	\$93,600 00	\$93,600 00	JAIL CONST-#1 DETENTION EQUIPMENT 3/31/98
76967-APCA	04/13/98	JAMES A CROW, JP#5	\$1,140 10	\$116 00 \$35 00 \$989 10	JP#3-REIMBURSE/5 ROLLS OF STAMPS, BOX RENT JP#3-REIMBURSE/JP MEMBERSHIP DUES JP#3-REIMBURSE/3140mi @ 315ea, 10/14/97-3/25/98 , DEATHS, SCHOOL, BANK
76968-APCA	04/13/98	JERROD DAVIS	\$775 00	\$75 00 \$350 00 \$350 00	CO CT-HEARING#J-B-95/IN THE MATTER OF J L D CT-CAUSE#J-B-9-8/ST VS J LUNSFORD D CT-CAUSE#479-95/FRANCES HOLT VS JAMES HOLT, JR
76969-APCA	04/13/98	JOEL BULLOCK	\$47 42	\$47 42	CONST#1-REIMBURSE/68mi @ 315ea, MEALS(SCHOOL&KI LGORE COLLEGE)
76970-APCA	04/13/98	JOHN SPIVEY	\$120 00	\$120 00	SUP-REIMBURSE/400mi @ 315ea MARCH '98
76971-APCA	04/13/98	JOYCE MORRISON	\$14 96	\$14 96	CO LIB-REIMBURSE/REGISTRATION&MEAL&L WORKSHOP@ROWLETT
76972-APCA	04/13/98	JUNE J BARNETT	\$180 00	\$180 00	CO CT-COURT REPORTING 03/30/98
76973-APCA	04/13/98	K BAKER	\$215 55	\$215 55	D CT-EXPENSES 03/02-03/06/98
76974-APCA	04/13/98	KELLY FORD TRACTOR, INC	\$66 18	\$66 18	PCT#1-ACCT#05605/LATCH, CO, ER, NUT STRIKER
76975-APCA	04/13/98	KENDALL & SON, LTI	\$410 50	\$285 20 \$125 20	CO BLDGS-CUST#U11309/RANDLT CO JAIL-CUST#UC0309/TERRINATOR
76975-APCA	04/13/98	KERNITE	\$60 63	\$60 63	CO BLDGE-ACCT#10033610/SAFE, SOLVENT

76975-APCA

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

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THE SOFTWARE GROUP, INC

Approved Disbursements  
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Disbursements Made from 04/10/98 thru 04/24/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76977-APCA	04/13/98	KERNS BAKERY	\$304 50	\$30 00	CO JAIL-40 LOAVES OF BREAD
				\$35 25	CO JAIL-47 LOAVES OF BREAD
				\$37 50	CO JAIL-50 LOAVES OF BREAD
				\$52 50	CO JAIL-70 LOAVES OF BREAD
				\$49 50	CO JAIL-66 LOAVES OF BREAD
				\$45 00	CO JAIL-60 LOAVES OF BREAD
				\$54 75	CO JAIL-73 LOAVES OF BREAD
76978-APCA	04/13/98	KILGORE COLLEGE	\$25 00	\$25 00	CONST#2-TUITION/WILLIAM ROGERS 1/12-16/98
76979-APCA	04/13/98	KIRBY RESTAURANT SUPPLY	\$110 00	\$110 00	CO JAIL-ACCT#7009/MAINT SERVICE 02/08/98-03/07/98
76980-APCA	04/13/98	LANSDALE TV SALES&SERVICE	\$9 00	\$9 00	D A -COAX CABLE, CONNECTORS
76981-APCA	04/13/98	LAW ENFORCEMENT SYSTEMS, INC	\$133 40	\$133 40	CONST#2-(250)TX TRAFFICE TICKET w/WARNING, HOLDER
76982-APCA	04/13/98	LAW ENFORCEMENT TARGETS, INC	\$105 23	\$105 23	CO S-350 TARGETS, FREIGHT
76983-APCA	04/13/98	LDI METALWORKS, INC	\$13,279 95	\$13,279 95	JAIL CONST-STRUCTURAL STEEL/ROOF 3/31/98
76984-APCA	04/13/98	LDI METALWORKS, INC	\$60,228 51	\$60,228 51	JAIL CONST-MECHANICAL-HVAC 3/31/98
76985-APCA	04/13/98	LESLIE'S SMALL ENGINES	\$101 95	\$42 00	PCT#1-S/P, LABOR
				\$27 00	PCT#3-LABOR, FILES
				\$32 95	PCT#3-BATTERY, FEE
76986-APCA	04/13/98	LIBRARY JOURNAL	\$99 50	\$99 50	CO LIB-RENEW SUBSCRIPTION
76987-APCA	04/13/98	LINDA CARROLL, CSR/RPR	\$80 00	\$80 00	D CT-COURT REPORTING 03/27/98
76988-APCA	04/13/98	LOCK DOC INC	\$78 63	\$16 39	CO BLDGS-KEYS
				\$62 24	J CTR-SERVICE CALL, LABOR
76989-APCA	04/13/98	LONG MOTOR COMPANY, INC	\$569 06	\$116 66	CO S-UNIT#14/SWITCHES, DRIVE LINK, LABOR
				\$150 00	CO S-UNIT#20/TINT WINDOWS, INST BODY MLDG
				\$291 90	CO S-UNIT#4/REPAIR TRANSMISSION
				\$10 50	PCT#3-'85 FORD INSPECTION STICKER
76990-APCA	04/13/98	LONGVIEW ALTERNATOR	\$139 90	\$139 90	PCT#1-CUST#41061/STARTER EXCHANGE
76991-APCA	04/13/98	LONGVIEW AMBULATORY SURGICAL	\$523 80	\$523 50	IND-FPED D MOORE/MEDICAL 3/26/98
76992-APCA	04/13/98	LONGVIEW ASPHALT INC	\$196 61	\$196 61	PCT#2-CUST#221772/OIL DIRT (71 TON @ \$25 50)
76993-APCA	04/13/98	LONGVIEW CANVAS PRODUCTS	\$65 00	\$25 00	CO BLDGS-ACCT#0016/REPAIR FLAG
				\$40 00	CO BLDGS-ACCT#0016/FLAG REPAIR
76994-APCA	04/13/98	LONGVIEW GEAR & AXLE	\$276 40	\$276 40	PCT#3-REPAIR DRIVESHAFT ON #42E LOWER TUBING (3 FT) SHAFT

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Apr 1998

Approved Disbursements  
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-THE SOFTWARE GROUP, INC

Disbursements Made from 04/13/98 thru 04/24/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
76995-APCA	04/13/98	LONGVIEW WELDING COMPANY	\$45 00	\$45 00	PCT#4-CLEAN & REPAIR OIL COOLER
76996-APCA	04/13/98	LOWE'S OF LONGVIEW	\$67 20	\$67 20	CD BLDG-CEILING TILE
76997-APCA	04/13/98	MED SHOP PHARMACY	\$445 89	\$12 49 \$433 40	CD JAIL-THOMAS PYLE/PRESCRIPTION INDIG-ACCT#204B/MOORE, SISK, GRANVILLE (PRESCRIP TIONS
76998-APCA	04/13/98	MELINDA SMITH	\$124 74	\$124 74	JUV PROB-REIMBURSE/396mi@ 315ea JAN-MAR '98
76999-APCA	04/13/98	MICHAEL MARTIN, ATTY	\$350 00	\$350 00	D CT-CAUSE312.002/ST VS L V PIERCE, JR
77000-APCA	04/13/98	MICHEAL SMITH	\$501 30	\$501 30	CD TAX-REIMBURSE/591mi@ 315ea, LODGING, MEALS(A SSESSOR SCHOOL@AUSTIN)
77001-APCA	04/13/98	MIKE REARDON PLUMBING	\$69 87	\$69 87	CD BLDGS-REPAIR PLUMBING IN TAX OFFICE
77002-APCA	04/13/98	MTL INDUSTRIES, INC	\$54 66	\$54 66	J CTR-SPECIAL SCREWS FOR JAIL
77003-APCA	04/13/98	MCDONALD ARCHITECTS	\$6,956 04	\$6,956 04	JAIL CONST-PROFESSIONAL FEES&EXPENSES 4/1/98
77004-APCA	04/13/98	NANCY THOMPSON	\$80 25	\$80 25	CD LIB-REIMBURSE/238mi@ 315ea, MEAL, NETS MEETING
77005-APCA	04/13/98	NATIONSBANK OF DELAWARE, N A	\$791 29	\$3 80 \$9 56 \$7 02 \$48 18 \$44 26 \$107 51 \$18 14 \$275 96 \$274 86	SUP-ACCT#3951/MARCH 24 '98 BILLING SUP-ACCT#3944/MARCH 24 '98 BILLING SUP-ACCT#4611/MARCH 24 '98 BILLING SUP-ACCT#6109/MARCH 24 '98 BILLING CCP-ACCT#5148/MARCH 24 '98 BILLING SUP-ACCT#8620/MARCH 24 '98 BILLING CCP-ACCT#8644/MARCH 24 '98 BILLING SUP-ACCT#8612/MARCH 24 '98 BILLING SUP&CCP-ACCT#1155/MARCH 24 '98 BILLING
77006-APCA	04/13/98	NICHOLS MACHINERY COMPANY	\$958 50	\$958 50	PCT#4-EQUIPMENT PARTS-BLOCK, ROTOR SOCKET, ROTOR SOCKET, SOCKET
77007-APCA	04/13/98	OFFICE DEPOT, INC	\$329 98	\$329 98	CD S-ACCT#20303440011/CART, PARTE
77008-APCA	04/13/98	OGLESBY'S TIRE & RENTAL	\$134 00	\$134 00	PCT#1-TIRES
77009-APCA	04/13/98	OLYMOIC WASTE - KILGORE	\$784 16	\$784 16	WASTE-ACCT#070-0020542/MAR 31 '98 BILLING
77011-APCA	04/13/98	P & P AND ASSOCIATES	\$1,950 00	\$1,950 00	NON DPET-CUST#2303/TYPEWRITER MAIN (1st emc)98-99
77012-APCA	04/13/98	PATRICIA HARRISON	\$720 00	\$180 00 \$90 00 \$90 00 \$90 00 \$90 00	D CT-COURT REPORTING 03/13 '98 CD CT-COURT REPORTING 03/24 '98 CD CT-COURT REPORTING 03/26 '98 CD CT-COURT REPORTING 04/02 '98 CD CT-COURT REPORTING 04/03 '98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Description
				\$180 00	CO CT-COURT REPORTING 04/06/98
77013-APCA	04/13/98	PATTERSON PLUMBING	\$29 88	\$29 88	CO BLDGS-6 FLUSH KITS
77014-APCA	04/13/98	PATTON LAW FIRM	\$850 00	\$500 00 \$350 00	D CT-CAUSE#11, 814/ST VS RICKY MELTON D CT-CAUSE#11, 969/ST VS OSCAR VOSS
77015-APCA	04/13/98	PEGUES - HURST MOTOR CO	\$68 77	\$50 21 \$18 56	PCT#1-CORE ASY PCT#4-BOOT ASSEMBLY
77016-APCA	04/13/98	PIERCE PLUMBING CO, INC	\$45,900 00	\$45,900 00	JAIL CONST-#3 PLUMBING 3/25/98
77017-APCA	04/13/98	POSTMASTER	\$192 00	\$192 00	SUP-(6)ROLLS OF STAMPS
77018-APCA	04/13/98	PRITCHETT WATER SUPPLY CORP	\$20 91	\$20 91	PCT#1-ACCT#1406/MARCH 26'98 BILLING
77019-APCA	04/13/98	PRO-MED SYSTEMS	\$445 80	\$445 80	DA-CUST#UPSCDA/FOLDERS
77020-APCA	04/13/98	PROFESSIONAL FOOD SYSTEMS	\$1,298 02	\$295 78 \$150 23 \$405 45 \$478 75 \$152 19ct	CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/ASSORTED FOODS CO JAIL-CUST#17130/SENT WRONG SIZE
77021-APCA	04/13/98	PROFESSIONAL TECHNICAL ASSIS	\$1,222 50	\$485 00 \$268 00 \$110 00 \$45 00 \$25 00 \$52 00 \$137 50	CO BLDG-RADIO(FOR JOEL BULLOCK) CO JAIL-NICAD RADIO BATTERIES, RAPID DUAL CHARGERS CO S-HEADSET FOR RADIO, REPROGAM RADIO CO S-INSTALL 99 CHANNEL UPGRADE IN RADIO FOR NEW CAR CO S-REPAIR MICROPHONE CONNECTOR CO BLDG-RADIO BATTERY PCT#3-INSTALL RADIO IN DUMP TRUCK, LABOR
77022-APCA	04/13/98	PROGRESSIVE MASONRY	\$160,958 70	\$160,958 70	JAIL CONST-#2 MASONRY 3/31/98
77023-APCA	04/13/98	R B COOK & CO	\$2 00	\$2 00	CO BLDGS-(2)BAGS
77024-APCA	04/13/98	RANDY BURRIS	\$19 81	\$19 81	CO S-REIMBURSE/GAS TICKET
77025-APCA	04/13/98	RICK'S TIRE SERVICE	\$230 00	\$70 00 \$30 00 \$25 00 \$40 00 \$65 00	PCT#4-TIRE MOUNTS(4) PCT#1-SERVICE CALL PCT#1-SERVICE CALL, FLAT REPAIR PCT#4-REPAIR 2 FLATS PCT#4-FLAT REPAIR, BOOT, 2 MOUNTS
77026-APCA	04/13 98	ROLAN CORLEY	\$92 99	\$92 99	CONST#3-REIMBURSE/ '92 CHEVY FEAR-END REPAIR
77027-APCA	04/13 98	ADA ACQUISITION SERVICES IN	\$4,000 00	\$4,000 00	S. C. & F. #124, PARCEL#1-5, 3157, T. C. J. FISH OF WAY NEGOTIATIONS

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Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/10/98 thru 04/24/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77043-APCA	04/13/98	SUSAN RICHEY	\$218 93	\$218 93	CO EXT-REIMBURSE/699mi@ 315ea 3/98
77044-APCA	04/13/98	SYSO FOOD SYSTEMS, INC	\$1,560 12	\$222 45 \$482 08 \$432 18 \$342 41 \$17 00	CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-CUST#288639/ASSORTED FOODS CO JAIL-ACCT#288639/OVERPAYMENT
77045-APCA	04/13/98	T & S TRACTOR INC	\$360 72	\$234 95 \$25 77	PCT#3-WHEEL FOR 5600 FORD TRACTOR PCT#3-GEAR, NUT, BLUE SPRAY PAINT
77046-APCA	04/13/98	TAX ASSESSOR-COLLECTOR ASSOC	\$75 00	\$75 00	CO TAX-REGISTRATION/MICHEAL L SMITH('98 TACA CONF)
77047-APCA	04/13/98	TEECO SAFETY, INC	\$87 45	\$87 45	CO S-CUST#UPSHUR/TACTICAL GARMENT,FREIGHT
77048-APCA	04/13/98	TEFTELLER & PELAI	\$350 00	\$350 00	D CT-CAUSE#11,550/ST VS MICHAEL C MOSES
77049-APCA	04/13/98	TELETOUCH CORPORATION	\$146 04	\$108 65 \$37 39	CO S-ACCT#3062303/FAGER SERVICE JUV PRDB-ACCT#3062748/APRIL '98 BILLING
77050-APCA	04/13/98	TEXAS AIR-HYDRAULIC	\$1,005 00	\$720 00 \$285 00	PCT#1-COMMERCIAL PUMP FOR HYD MOTOR PCT#2-REPAIR 4-TON FLOOR JACK
77051-APCA	04/13/98	TEXAS LAWYER	\$235 00	\$235 00	D JUDGE-RENEWAL SUBSCRIPTION
77052-APCA	04/13/98	TEXAS LAWYERS INSURANCE EXCH	\$1,300 00	\$1,300 00	NON DEPT-JUDGE PARISH(PROFESSIONAL LIAB INS 2/98-2/99)
77053-APCA	04/13/98	THE GILMER MIRROR	\$40 50	\$40 50	DPS-NOTARY STAMP & WARRANT STAMP
77054-APCA	04/13/98	THE LIBRARY STORE, INC	\$369 88	\$369 88	CO LIB-FILAMENT TAPE, ROLLING SCISSORS, BOOK JACKET COVERS(9" & 10"), MAGAZINE PROTECTORS, STAMP RACK ORGANIZER, DATE SLIPS-2 COLUMN & 4 COLUMN, VIDEO BOX INSERT, OKIDATA PRINTER RIBBONS, HUBLESS VIDEO CASE, SPINE LABELS
77055-APCA	04/13/98	THE RELIABLE CORPORATION	\$396 23	\$90 97 \$302 26	I C -SCOTCH TAPE, 9 X 12 CLASP ENVELOPES, 3 1/2 X 1/4 RUBBER BANDS, LIQJID PAPER MULTI-FLUID, HANDLING IC-ACCT#78998646/COPY PAPER, PENS, FOLDERS
77056-APCA	04/13/98	THE SOFTWARE GROUP, INC	\$22,172 88	\$205 00 \$214 00 \$558 00 \$518 00 \$2,392 00 \$419 00 \$129 00 \$2,159 00	TREAS-BANK RECDN. MANAGER/04/01/98-06/30/98 TREAS-TREAS REVENUE SYST /04/01/98-06/30/98 TREAS-PAYROLL CLIENT/04/01/98-06/30/98 TREAS-ACCTS PAYABLE/04/01/98-06/30/98 CO TAX-AUTOMATIC TAX COLL /04/01/98-06/30/98 CO TAX-VOTER REG SYST /04/01/98-06/30/98 CO S-CRIM JUSTICE INFORMATION/04/01/98-06/30/98 CO S-SHERIFF CLIENT SLIP/04/01/98-06/30/98

VERMONT

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Apr 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/01/98 thru 04/24/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
				\$483 00	D CLK-CHILD SUPPORT/04/01/98-06/30/98
				\$300 00	D CLK-JURY CLIENT/04/01/98-06/30/98
				\$846 00	D CLK-CRIM CASE MGT /04/01/98-06/30/98
				\$300 00	D CLK-CIVIL CASE MGT /04/01/98-06/30/98
				\$690 00	DA-HOT CHK MODULE/04/01/98-06/30/98
				\$168 00	DA-COURT ADMINISTRATION/04/01/98-06/30/98
				\$253 00	DA-CRIM CASE MGT /04/01/98-06/30/98
				\$740 00	JP#4-J P CLIENT SUPP/04/01/98-06/30/98
				\$747 00	D CLK-MISC FEES CLIENT/04/01/98-06/30/98
				\$875 00	C CLK-CIVIL CASE MGT /04/01/98-06/30/98
				\$584 00	C CLK-INSTRUMENT INDEX SYST /04/01/98-06/30/98
				\$546 00	C CLK-CRIM CASE MGT /04/01/98-06/30/98
				\$439 00	CO AUD-PURCHASING MOD /04/01/98-06/30/98
				\$266 00	CO AUD-FIXED ASSETS/04/01/98-06/30/98
				\$612 00	CO AUD-BUDGETARY ACCT 04/01/98-06/30/98
				\$2,105 00	CCP-ADULT PROB CLIENT SUPPORT 4/1-6/30/98
				\$141 15	CO TREAS-CUST#11241/CO RECEIPTS, FREIGHT
				\$5,176 73	SUP-INV#18797&18994/INTEGRATION&PECEJTS
77057-APCA	04/13/98	TMPA TRAINING	\$250 00	\$250 00	CO S-INSERVICE TRAINING ON CD
77058-APCA	04/13/98	TOTAL QUALITY MACHINING	\$140 00	\$120 00	PCT#2-BORE STEERING BDX BEARING
				\$20 00	PCT#3-PRESS SLEEVE ON SHAFT
77059-APCA	04/13/98	TYLER UNIFORM CO , INC	\$77 80	\$77 80	CO JAIL-SHIRTS, SHIPPING
77060-APCA	04/13/98	UNDERWOOD INSURANCE AGENCY,	\$100 00	\$100 00	SUP-ADULT PROB BOND RENEWAL 5/17/98-5/17/99
77061-APCA	04/13/98	UNDERWOOD REPORTING	\$1,575 00	\$525 00	D CT-COURT REPORTING/03/09-03/10-03/11-03/13/98
				\$75 00	D CT-COURT REPORTING 03/18/98
				\$225 00	D CT-COURT REPORTING/03/16-03/17-03/20/98
				\$525 00	D CT-COURT REPORTING MAR 23-26/98
				\$225 00	D CT-COURT REPORTING MAR 30 & 31/98
77062-APCA	04/13/98	UNIVERSAL TIME EQUIPMENT COM	\$396 00	\$396 00	J CTR-SMOKE DETECTORS FOR JAIL
77063-APCA	04/13/98	UPSHUR COUNTY	\$620 33	\$21 43	SUP-REIMBURSE/LD BILLIN ON 843-1012
				\$35 38	JUV PROB-REIMBURSE/MARCH '98 SUPPLIES
				\$70 00	JUV PROB-TYPEWRITER ANNUAL CONTRACT 57-98
				\$493 52	SUP-REIMBURSE/T/PEWRITER MAINT '98
77064-APCA	04/13/98	UPSHUR COUNTY LITERACY PROGR	\$1 875 00	\$1 875 00	LITERACY-2ND QTR BUDGET FUNDING '98-98
77065-APCA	04/13/98	UPSHUR-RURAL ELEC. TRIC COOP	\$162 22	\$75 72	PCT#3-ACT#90247306/MARCH 31 '98 BILLING
				\$76 00	PCT#1-ACCT#0.582226/APRIL 2 '98 BILLING
				\$7 50	WASTE-ACCT#10753251/APRIL 2 '98 BILLING
77065-APCA	04/13/98	VALU-LINE	\$632 00	\$205 00	TELE COM-ACCT#050590/APRIL 2 '98 BILLING

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Approved Disbursements  
All Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made From 04/13/98 thru 04/24/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
77067-APCA	04/13/98	VINYARDS	\$13 96	\$13 96	CD JAIL-MARGARINE, CLEANERS
77068-APCA	04/13/98	W W GRAINGER, INC	\$180 26	\$58 92 \$232 32 \$10 12 \$59 88 \$21 59 \$202 57	J CTR-ACCT#436 82-709-917-7/BALLASTS CO BLDGS-ACCT#436 80-513-171-1/BALLASTS CO BLDGS-ACCT#436 80-513-171-1/INSERT BITSET CO BLDGS-ACCT#436 80-513-171-1/LAMPS PCT#3-TOOL TO SHARPEN DRILL BITS J CTR-ACCT#436 82-709-917-7/RETURNED BLST - RESTOCKIN FEE
77069-APCA	04/13/98	WAL-MART #146	\$22 61	\$22 61	D A-ANN MARIE HAMANN/HOT CK RESTITUTION
77070-APCA	04/13/98	WAL-MART PHARMACY 10-0146	\$121 39	\$121 39	CD INDIO-GLENN CROSS/PRESCRIPTIONS
77071-APCA	04/13/98	WALMART STORE #146	\$134 33	\$14 80 \$62 96 \$29 32 \$20 91 \$6 34	CD EXT-OFFICE SUPPLIES CD S-ACCT#141/CASSETTES, BATTERIES SUP-ACCT#145/SUPPLIES COMM CT-CASSETTE TAPES CD BLDGS-ACCT#188/CLOROX CLEANER
77072-APCA	04/13/98	WASHCO, INC	\$75 00	\$75 00	CD JAIL-WASHER REPAIR
77073-APCA	04/13/98	WELLBORN MECHANICAL SERVICE	\$2,630 00	\$270 00 \$2,360 00	J CTR-FAN MOTOR, CAPSITOR, LABOR J-CTR-COMPRESSOR, REFRIGERANT, SUCT DRYER, LIG D RYER, LABOR
77074-APCA	04/13/98	WHITE SWAN, NORTH	\$1,154 53	\$455 71 \$277 36 \$321 46	CD JAIL-CUST#420711/ASSORTED FOODS CD JAIL-CUST#420711/ASSORTED FOODS CD JAIL-CUST#420711/ASSORTED FOODS
77075-APCA	04/13/98	WHOLESALE SUPPLY COMPANY	\$321 37	\$321 37	I C -PILOT VS PRECISE PENS(RED & BLUE), PILOT PRECISE ROLLING BALL PEN, PRINTRONIX RIBBONS, WHEELWRITER TYPEWRITER RIBBONS, NU-KOTE LIFT-OFF TAPE, SHIPPING
77076-APCA	04/13/98	YAZELL CHEVROLET-OLDS, INC	\$33 52	\$10 50 \$23 02	PCT#4-TRUCK#415/INSPECTION FEE PCT#1-SHIELDS
77077-APCA	HC 04/13/98	FIRST NATIONAL BANK GILMER	\$250,000 00	\$250,000 00	CD#28496 PURCHASED@5.63%(46days) TO MATURE 5/29/98
77078-APCA	HC 04/13/98	FIRST NATIONAL BANK OF GILME	\$129,915 35	\$129,915 35	CD#29122 PURCHASED@5.63%(28DAYS) TO MATURE 5/11/98
77079-APCA	HC 04/20/98	OMNI PUBLISHES	\$51 00	\$51 00	CONST#2-(2)TX VEHICLE-TRAFFICE LAW 2nd EDITION BKS
77080-APCA	HC 04/22/98	ARKLA GAS	\$953 53	\$250 54 \$175 43 \$22 11 \$105 45	CD CTH-ACCT#0821034321006 APRIL 9 98 BILLING CD LIF-ACCT#0821035357008 APRIL 9 98 BILLING CD LIP-ACCT#0821035368006 APRIL 9 98 BILLING CD TAX-ACCT#0821036003014 APRIL 12 98 BILLING

UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Apr 1998

Approved Disbursements

ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/13/98 thru 04/24/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
			\$21.24		PORTER BLDG-ACCT#0921336007007/APRIL 13'98 BILLING
			\$11.45		ROCK BLDG-ACCT#0821334069001/APRIL 13'98 BILLING
			\$11.45		PCTW3-ACCT#0921334261002/APRIL 14'98 BILLING
77081-APCA	HC 04/22/98	FIRST NATIONAL BANK GILMER	\$100,000.00	\$100,000.00	CD#28427 PURCHASED@ 69% (Bd@us) TO MATURE 4/30/98
Total for APCA - Accounts Payable Clearing Account			\$1,438,403.12		

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UPSHUR COUNTY

ACCOUNTS PAYABLE SYSTEM

27 Apr 1998

Approved Disbursements  
ALL Checking Accounts

THE SOFTWARE GROUP, INC

Disbursements Made from 04/13/98 thru 04/24/98

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Check #	HC Date	Vendor	Check Amount	Invoice Amt	Invoice Descriptions
871-FNB INS	HC 04/16/98	UPSHUR COUNTY INSURANCE CLEA	\$12,764 68	\$1,568 34	04/09/98 PAYMENT REGISTER (STOP LOSS)
				\$11,196 14	04/09/98 PAYMENT REGISTER
872-FNB INC	HC 04/22/98	FIRST NATIONAL BANK	\$50,000 00	\$50,000 00	CD#2B426 PURCHASED@5.69%(16days) TO MATURE 5/8/98

Total for FNB INS - INSURANCE \$62,764 68

Grand Total \$1,501,167 80

191 records listed

FILED  
REX A. CHAW  
COMPTROLLER  
98 APR 27 4 11:36  
UPSHUR CO. ILL. IX.

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

*Gaddis Lindsey*  
COMMISSIONER PCT #1, GADDIS LINDSEY

*Tommy Stanley*  
COMMISSIONER PCT#2, TOMMY STANLEY

*Rick Jackson*  
COMMISSIONER PCT#3, RICK JACKSON

*Kenny Thompson*  
COMMISSIONER PCT#4, KENNY THOMPSON

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-2-98 Dept. 453/GR#3  
 Employee Jana Rohall  
 Social Security No \_\_\_\_\_ Emp ID# 881

	CHANGES(S)	FROM	TO
VOL 50 694	Grade Step		5.2
	Rate		\$ 5.50/Hr
	Department		
	Position		

REASON(S) FOR THE CHANGE(S)	
<input checked="" type="checkbox"/> Hired	<input type="checkbox"/> Re-Hired
<input type="checkbox"/> Introductory Period Ended	<input type="checkbox"/> Merit Increase
<input type="checkbox"/> Promotion	<input type="checkbox"/> Transfer
<input 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 Part-time Court Clerk

FILED  
 APR 13 AM 11:09  
 CLERK OF DISTRICT COURT  
 UPSHUR COUNTY, TEX.

Authorized by [Signature] Date 4-1-98  
 Approved by \_\_\_\_\_

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-8-98 Dept 613/Pct# 3

Employee Frank Denton

Social Security No \_\_\_\_\_ Emp ID# \_\_\_\_\_

X	CHANGES(S)	FROM	TO
	Grade Step	12, 8	
	Rate	* 8 10/HR	
	Department		
	Position		

**REASON(S) FOR THE CHANGE(S)**

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

Comments Part-Time Worker

Authorized by: [Signature] Date 9/21/98

FILED  
 REX SHAW  
 COUNTY CLERK  
 98 APR 13 11:09 AM  
 UPSHUR COUNTY, VA

# UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-1-98 Dept. 611/Pct# 1  
 Employee Earl Beck  
 Social Security No. \_\_\_\_\_ Emp ID# 108

VOL	CHANGES(S)	FROM	TO
	Grade Step	7, 10	10, 6
	Rate	\$ 7.10/Hr	\$ 12.50.00/HR
	Department		
	Position		

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

<input type="checkbox"/>	Hired	<input type="checkbox"/>	Re-Hired
<input type="checkbox"/>	Introductory Period Ended	<input type="checkbox"/>	Ment Increase
<input 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

98 APR 13 11:09 AM  
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 REX A. SHAW  
 COUNTY CLERK  
 UPSHUR COUNTY, TX

Comments Promoted from part-time to Regular Salaried Employee - NO introductory period.

Authorized by Gadden Lindsey Date 4-3-98

**UPSHUR COUNTY STATUS/PAYROLL CHANGE REPORT**

PLEASE NOTE THE FOLLOWING CHANGE(S):

Effective Date 4-8-98 Dept 613/Pct# 3  
 Employee Jack Settles  
 Social Security No \_\_\_\_\_ Emp ID# 1794

X	CHANGES(S)	FROM	TO
	Grade Step	4, 1	
	Rate	\$ 5.15/HR	
	Department		
	Position		

**REASON(S) FOR THE CHANGE(S)**

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

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 98 APR 13 AM 11:09  
 UPSHUR COUNTY, VA

Comments Temporary Help - Part-time  
Mower

Authorized by: [Signature] Date: 9 April 98  
 Approved by: \_\_\_\_\_

**TREASURER'S MONTHLY REPORT**  
BY MYRA HARRIS, COUNTY TREASURER

March 1 THROUGH March 31 1998

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	INVESTMENTS REDEEMED	INVESTMENTS PURCHASED	DEMAND BALANCE	INVESTMENT BALANCE	TOTAL DEPOSITS
OPERATING ACCOUNT	10,536,185.47	667,291.64	930,138.29	10,273,338.82	5,987,823.02	5,727,856.58	71,090.38	10,202,248.44	10,273,338.82
INSURANCE ACCOUNT	429,907.860	27,737.85	66,059.57	391,586.14	190,000.00	175,000.00	8,586.14	383,000.00	391,586.14
IRC/125 ACCOUNT	7,785.78	10,657.14	9,904.83	8,538.09	0.00	0.00	8,538.09	0.00	8,538.09
INSURANCE CLEARING	0.00	41,166.44	41,166.44	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTALS</b>	<b>10,973,879.11</b>	<b>746,853.07</b>	<b>1,047,269.13</b>	<b>10,673,463.05</b>	<b>6,177,823.02</b>	<b>5,902,856.58</b>	<b>88,214.61</b>	<b>10,585,248.44</b>	<b>10,673,463.05</b>

The above information is found to be true and correct.

Charles L. Still  
County Judge, Charles L. 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

**INDEBTEDNESS**

1997 CERTIFICATES OF OBLIGATION	3,340,000.00
REFUNDING BONDS SERIES 1997	1,045,000.00
ROAD & BRIDGE #2/WHEEL LOADER	0.00
ROAD & BRIDGE #2/TRACTOR BACKHOE	10,864.57
ROAD & BRIDGE #2/MOTOR GRADER	88,081.69
ROAD & BRIDGE #1/TRACTOR & MOWER	12,408.59
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	33,729.55
ROAD & BRIDGE #1/MOTOR GRADER	89,023.36
BANK PROPERTY	193,421.74
<b>TOTAL INDEBTEDNESS</b>	<b>4,812,529.50</b>

(INVESTMENT REGISTER ON BACK)

Submitted under the provision of the Local Government Code Section 114.026

Myra Harris  
Myra Harris, County Treasurer

VOL 50 PG 678

UPSHUR COUNTY INVESTMENT ACTIVITY FOR MARCH 1998

ACCOUNT	CD#	AMOUNT	PURCHASED	% RATE	DAYS INVESTED	MATURITY	MARCH INTEREST	TOTAL INTEREST
'97 JAIL EXPANSION	28195	3 000 000 00	12/30/97	5 91	62	03/02/98	15,058 36	30,116 72
	28361	1,000,000 00	03/09/98	5 66	7	03/02/98	1 085.48	1,085 48
	28362	2 000 000 00	03/02/98	5 81	30	04/02/98		9,304 11
	29070	637,823 02	03/09/98	5 75	22	03/31/98	2,210 54	2,210 54
	29123	640,033 56	03/31/98	5 70	13	04/13/98		0 00
AVAILABLE SCHOOL INSURANCE	28307	156,318 55	01/27/98	5 65	259	10/13/98	677 52	1 427 63
	28232	30,000 00	01/20/98	5 76	150	06/19/98	132 56	279 32
	28274	73 000 00	01/06/98	5 76	149	06/04/98	322 56	679 68
	28321	105 000 00	02/03/98	5 72	155	07/08/98	460 73	460 73
	28336	70,000 00	02/05/98	5 72	35	03/12/98	383 95	383 95
	28349	120 000 00	02/19/98	5 70	15	03/06/98	281 10	281 10
	28368	125 000 00	03/07/98	5 75	30	04/06/98		0 00
	29089	50,000 00	03/19/98	5 65	36	04/24/98		0 00
	28075	550,000 00	11/10/97	5 76	119	03/09/98	2 343 45	10,328 55
	28131	400 000 00	11/26/97	5 82	117	03/23/98	1 594 52	7,462 36
OPERATING	28139	400 000 00	12/08/97	5 82	126	04/13/98	1 785 86	5 740 28
	28200	125 000 00	12/31/97	5 91	117	04/27/98	627 43	1,821 57
	28206	300 000 00	01/05/98	5 91	126	05/11/98	1 360 11	2,865 95
	28218	250 000 00	01/12/98	5 76	134	05/26/98	1,104 66	2,327 67
	28231	300,000 00	01/20/98	5 76	139	06/08/98	1 325 59	2,793 21
	28248	550 000 00	01/30/98	5 65	164	07/13/98	2,554 11	5 023 08
	28253	500,000 00	12/23/97	6 81	12 Mo	12/23/98	2,612 05	8 395 89
	28308	400 000 00	01/27/98	5 65	154	06/30/98	1,733 70	3,653 15
	28320	600 000 00	02/03/98	5 72	174	07/27/98	2 632 77	2,632 77
	28330	450,000 00	02/06/98	5 72	206	08/31/98	1,974 58	1,974 58
	28337	600,000 00	02/09/98	5 72	233	09/30/98	2 632 77	2 632 77
	28343	350 000 00	02/17/98	5 70	174	08/10/98	1,530 41	1,530 41
	28356	150 000 00	02/27/98	5 66	31	03/30/98	721 07	721 07
	28367	350,000 00	03/07/98	6 62	366	03/07/99		0 00
	28383	250 000 00	03/18/98	5 65	13	03/31/98	503 08	503 08
	28387	300,000 00	03/23/98	5 65	154	08/24/98		0 00
	28391	150,000 00	03/26/98	5 53	35	04/30/98		0 00
29040	280 000 00	02/23/98	5 70	119	06/22/98	1,224 33	1,224 33	
29069	400 000 00	03/09/98	5 75	52	04/30/98		0 00	
PERMANENT SCHOOL FUND	29001	1 100 896 33	10/21/97	7 15	18 mo	04/21/99	6,038 34	32,563 92
		Total		16 763 071 46		54,911 63		131,119 79

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 98 APR 13 AM 10:59  
 UPSHUR COUNTY, TX.  
 BY \_\_\_\_\_  
 DEPUTY

VOL 50 PG 679

# TREASURER'S QUARTERLY REPORT

## BY MYRA HARRIS, COUNTY TREASURER

FROM JANUARY 01 TO MARCH 31, 1998 INCLUSIVE

	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE	DEMAND BALANCE	INVESTMENT BALANCE	TOTAL DEPOSITS
Operating Fund	28,463,160.30	4,690,880.83	2,797,820.15	30,356,220.98	71,090.38	10,202,248.44	10,273,338.82
Insurance Account	1,037,798.87	281,950.21	153,560.14	1,166,188.94	8,586.14	383,000.00	391,586.14
IRC/125	25,546.1200	32,163.58	31,715.83	25,993.87	8,538.09	0.00	8,538.09
Insurance Clearing	60.00	82,124.22	82,124.22	60.00	0.00	0.00	0.00
<b>TOTALS</b>	<b>29,526,565.29</b>	<b>5,087,118.84</b>	<b>3,065,220.34</b>	<b>31,548,463.79</b>	<b>88,214.61</b>	<b>10,585,248.44</b>	<b>10,673,463.05</b>

### LIST OF ALL SECURITIES AND INDEBTEDNESS

INDEBTEDNESS		C.D.'S	NATURITY DATE	DAYS
1997 CERTIFICATES OF OBLIGATION	3,340,000.00	UPSHUR COUNTY OPERATING CD#28139	400,000.00 5.82%	04/13/98 126
REFUNDING BONDS SERIES 1997	1,045,000.00	UPSHUR COUNTY OPERATING CD#28253	500,000.00 6.81%	12/23/98 1YR
ROAD & BRIDGE #2/WHEEL LOADER	0.00	UPSHUR COUNTY OPERATING CD#28200	125,000.00 5.91%	04/27/98 117
ROAD & BRIDGE #2/TRACTOR BACKHOE	10,864.57	UPSHUR COUNTY OPERATING CD#28206	300,000.00 5.91%	05/11/98 126
ROAD & BRIDGE #2/MOTOR GRADER	88,081.69	UPSHUR COUNTY OPERATING CD#28218	250,000.00 5.76%	05/26/98 134
ROAD & BRIDGE #1/TRACTOR & MOWER	12,408.59	UPSHUR COUNTY OPERATING CD#28231	300,000.00 5.76%	06/08/98 139
ROAD & BRIDGE #1/WHEEL LOADER & BACKHOE	33,729.55	UPSHUR COUNTY OPERATING CD#28308	400,000.00 5.65%	06/30/98 154
ROAD & BRIDGE #1/MOTOR GRADER	89,023.36	UPSHUR COUNTY OPERATING CD#28248	550,000.00 5.65%	07/13/98 164
BANK PROPERTY	193,421.74	UPSHUR COUNTY OPERATING CD#28320	600,000.00 5.72%	07/27/98 174
		UPSHUR COUNTY OPERATING CD#28330	450,000.00 5.72%	08/31/98 206
		UPSHUR COUNTY OPERATING CD#28337	600,000.00 5.72%	09/30/98 223
		UPSHUR COUNTY OPERATING CD#28343	350,000.00 5.70%	08/10/98 174
		UPSHUR COUNTY OPERATING CD#29040	280,000.00 5.70%	06/22/99 119
<b>TOTAL INDEBTEDNESS</b>	<b>4,812,529.50</b>	UPSHUR COUNTY OPERATING CD#28362	2,000,000.00 5.66%	04/02/98 31
		UPSHUR COUNTY OPERATING CD#28367	350,000.00 6.62%	03/08/99 366
		UPSHUR COUNTY OPERATING CD#29069	400,000.00 5.75%	04/30/98 52
		UPSHUR COUNTY OPERATING CD#28387	300,000.00 5.65%	02/05/98 154
		UPSHUR COUNTY OPERATING CD#28391	150,000.00 5.53%	04/30/98 35
		UPSHUR COUNTY OPERATING CD#29123	640,033.56 5.70%	04/13/98 13
		UPSHUR COUNTY PERMANENT SCHOOL CD#29001	1,100,896.33 7.15%	04/21/98 18MO
		UPSHUR COUNTY PERMANENT SCHOOL CD#28307	156,318.55 5.65%	10/13/98 259
		UPSHUR COUNTY INSURANCE CD#28274	73,000.00 5.76%	06/04/98 149
		UPSHUR COUNTY INSURANCE CD#28232	30,000.00 5.76%	06/19/98 150
		UPSHUR COUNTY INSURANCE CD#28321	105,000.00 5.72%	07/08/98 155
		UPSHUR COUNTY INSURANCE CD#28368	125,000.00 5.75%	04/06/98 30
		UPSHUR COUNTY INSURANCE CD#29089	50,000.00 5.65%	04/24/98 36
		<b>TOTAL INVESTMENTS</b>	<b>10,585,248.44</b>	

VOL 50 PG 680

THE STATE OF TEXAS )  
COUNTY OF UPSHUR )

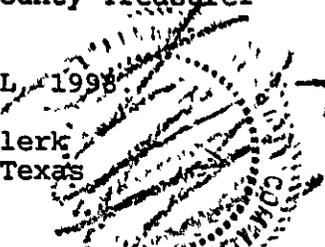
VOL. 50 PG 681

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

Myra Harris, County Treasurer

SWORN TO AND SUBSCRIBED before me this 8th day of APRIL, 1998

Rex Shaw, Clerk  
County Court, Upshur County, Texas



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

Charles L. Still  
County Judge

Gadson Lindsey  
Commissioner, Precinct No. 3

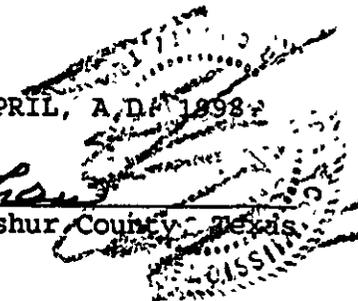
Gadson Lindsey  
Commissioner, Precinct No. 1

Charles K. Thompson  
Commissioner, Precinct No. 4

Tommy Stanley  
Commissioner, Precinct No. 2

SUBSCRIBED AND SWORN TO Before me, this 13th day of APRIL, A.D. 1998

Rex Shaw  
County Clerk, Upshur County, Texas



Submitted under the provision of the Local Government Code 114.026.

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:59  
UPSHUR COUNTY, TX  
DEPUTY

Ben Shepperd  
Upshur County Auditor  
P.O. Box 730  
Gilmer, Texas 75644

903-843-4000

fax 903-843-5492

MEMO

4-9-98

To: County Judge and County Commissioners

From: County Auditor

I was recently contacted by J.J. Shorr of Phone Billing Examiners with an offer to audit our phone bills for possible refunds. Attached is the PBX flyer and agreement. There is no charge to the county, and PBX splits (60% to PBX; 40% to County) the refunds due that it uncovers. I checked with Lee Todaro, Gregg County Auditor, and she indicated Gregg County's cut of their refunds was \$7,000. While ours would no doubt be less, it appears to be a no-lose proposition. The only downside is the clerical headache of accumulating our paid phone records. My office would do that.

I have suggested this as an agenda item for 4-13-98.

*Ben Shepperd*

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:58  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

**PBX**

**PHONE BILLING EXAMINERS**

Physical Address 4275 Little Road, Suite 205 / Arlington, Texas 76016

Mail To P O. Box 171266 / Arlington, Texas 76003 / Phone (817) 572-6760 / FAX 817-483-8999

**EXTENDED SERVICE OPTIONS**

**COMPLEX INVENTORY!** Another valuable service is for us to determine if billed items are being used. For example, you may have services that are no longer needed, even though they are billed correctly. We send reports to your specific user groups, conduct interviews, explain the charges if necessary, and seek feedback to determine if the items are being used. This takes time and effort, but it can save you a lot of money. We answer the question, **Do you use it?**

**COST REDUCTION RECOMMENDATIONS!** Basically, this is consulting. We are not in business to recommend major telephone system changes, or in Management Consulting. However, we may find opportunities to reduce your cost significantly.

Let's use our example again, and assume we discover ways to reduce your cost another \$100 per month. It's more an opportunity than an error. We will prepare and submit proposals, which are subject to your approval. If you accept any proposal, we help make the changes. Your fixed billing reduces. Fixed reduction, is long term. We answer the question, **Is there a better way?**

**MANAGEMENT & BUDGETING TOOL!** Please look for a moment at one of your phone bills. Normally there are several (perhaps many) pages listing the long distance calls. But the monthly service charges are seldom, if ever, explained. Even when they are explained, the reports are printed in codes or in telephone company language. Printed reports are better than nothing, but they can be difficult to use and difficult to understand. We provide a better method. We can provide your specific billing data, and software, in a ready to use database program.

This program provides an easy way to manage and keep track of your service & equipment, maintain current & historic records, and it's great for budgeting. Add your own expense codes, or project notes, and you can easily justify the bills each month. Keep track of temporary service, and remember to remove it all when the need expires. Furthermore, it can be used to maintain internal phone directories. It's possible the database and program could be used to send various departments a monthly phone bill, when long distance summaries have been included.

**NEGOTIATION!** It may be possible that we can negotiate lower rates for services from your local or long distance companies. This can be done with existing or new suppliers. Your prior approval is required. Please let us know if you're interested.

*Items on this page are covered in the Extended Service Option on our Service Agreement.*

VOL 50 PG 684

### **SERVICE AGREEMENT**

Phone Billing Examiners, also known as PBX, provides certain telephone bill audit, inventory, and consulting services. The primary benefits of PBX's services are 1) refunds and 2) bill reductions. PBX will endeavor to obtain maximum refunds and reductions. If there is no refund or bill reduction, there is no fee for this service.

Refunds are monies paid to the Client which are a result of correcting past telephone company over charges. Refunds are made directly to the Client by telephone company bill credit or by refund check.

Bill reductions are decreases in the Client's recurring telephone charges. Some bill reductions are a result of illegal or erroneous over charges being corrected. Bill reductions also occur when items are eliminated or replaced with less expensive alternatives.

**BASIC SERVICE OPTION.** By this agreement, PBX agrees to acquire and audit Client's current and historical telephone billing records. PBX will provide the Client a report which explains and summarizes Client's phone bills. PBX will conduct an inventory to insure that all billed items exist. If any erroneous or illegal over charges are discovered, PBX will obtain Refunds on Client's behalf. This action normally reduces Client's phone bill(s).

**BASIC SERVICE FEE.** (\_\_\_ Client's Initials). Client agrees to pay PBX a fee of 60% of any refunds resulting from this service. Refund fees are due within 10 days of Client receiving refund check or credited bill as invoiced by PBX. Client retains 100% of any billing reductions resulting from this service.

**EXTENDED SERVICE OPTION.** In addition to the Basic Services shown above, PBX will also determine if other bill reduction opportunities exist beyond the scope of correcting illegal or erroneous over charges. Additional bill reductions occur when recurring charges are eliminated, or replaced with suitable, though less expensive alternatives. PBX will provide recommendations regarding other bill reduction opportunities that are found. Recommendations are subject to client approval. PBX will help implement accepted recommendations.

**EXTENDED SERVICE FEE.** (\_\_\_ Client's Initials). Client agrees to pay PBX a fee of 50% of any refunds and 50% of ONE annual bill reduction resulting from this service. Annual bill reduction is the monthly bill reduction times 12 months. PBX will invoice separately for the refund and for the bill reduction fee (BRF) amounts. These fees are due and payable within 30 days of Client receiving reduced bill. The BRF can be paid monthly.

Client agrees to assist PBX by providing PBX with a Letter-of-Agency, (sample on the other side of this form). Furthermore, Client will provide basic billing information consisting of copies of certain pages from ONE recent month's telephone accounts. All regularly billed telephone accounts are to be included. Client agrees to pay PBX's fee(s) as indicated by the Client's initials in the fee option shown above.

**IF THERE IS NO REFUND, CREDIT OR BILL REDUCTION, THERE IS NO CHARGE FOR THIS SERVICE**

CLIENT COMPANY NAME: \_\_\_\_\_  
PHYSICAL ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP CODE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

ACCEPTED:  
\_\_\_\_\_  
(Signed)  
Name: \_\_\_\_\_  
(Printed)  
Title: \_\_\_\_\_  
Agreement Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

ACKNOWLEDGED:  
\_\_\_\_\_  
H. R. Edwards  
President, PBX  
Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

VOL 50 PG 685

SAMPLE "Letter of Agency"

Instructions: Type ONE letter, as shown, on your letterhead.  
(We will send appropriate copies to each firm.)

(date)

Southwestern Bell Telephone Co.  
AT&T  
Lucent Technologies  
GTE of the Southwest  
Contel of Texas, Inc.  
US Sprint  
MCI

Type each company as appropriate.  
It is ok to list each as shown.  
Normal inside address not needed.

Gentlemen.

(Your company's name) has retained Phone Billing Examiners, also known as PBX, as our authorized agent to interface with your company regarding all aspects of our communication systems, services, and pertaining to any or all of our accounts.

The agency authorization shall continue in effect until you are notified of its cancellation in writing. This authorization shall in no way preclude us or any other authorized agents, from dealing directly with you.

Upon their request, please send any correspondence to:

P B X - Randy Edwards  
P O. Box 171266  
Arlington, TX 76003

Sincerely,

(your name)  
(title)

Upsher County		
Postage	Opp	# of copies
Fax Note R7873	4/7/98	3
To	BEN SHEPPARD	
Fax#	903-843-5492	
From	J J Shoen - PBX	
Phone#	800-950-7489	

VOL. 50 PG 686

*file on record  
in Ct. minutes - 4-13-98*

MEMORANDUM

TO: PARTICIPATING COUNTIES

FROM: JAMES P. ALLISON 

RE: COUNTY TOBACCO CLAIMS

DATE: MARCH 25, 1998

FILED  
REX A SHAW  
COUNTY CLERK  
98 APR 13 AM 10:59  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
JPF/HTV

The purpose of this memorandum is to provide a status report on the above-referenced litigation, and to discuss our potential options for obtaining compensation for Texas counties as a result of the conduct of the American tobacco industry. There has been little change in the status of the State's lawsuit since our last report.

On March 19<sup>th</sup> and 20<sup>th</sup>, the court held hearings on a variety of issues. Most of Thursday the 19<sup>th</sup> was devoted to challenges to the attorneys fees awarded to private counsel representing this State in this lawsuit. The governor and several legislators brought these challenges under various theories. The court did not rule on these challenges, and the ruling is not likely to impact the interests of Texas counties.

On March 20<sup>th</sup>, the court addressed the motions to intervene and the challenges to the settlement filed by various counties and hospital districts. As you are aware, the Settlement Agreement between the State and the tobacco industry purports to release the claims of the State's political subdivisions, including counties and hospital districts. The counties and hospital districts which sought intervention argued that the Attorney General was not authorized to represent their interests, that counties and hospital districts have claims and damages which are distinct from those of the State and that the counties and hospital districts should not be bound by the settlement agreement. We filed an Amicus Brief that supported the position of these entities, and advised the court that Texas counties do not consider themselves bound by the State's agreement.

At the hearing, the tobacco companies opposed intervention and stated that if the court ruled that counties and hospital districts are not bound by the Agreement, the companies would cancel the Settlement Agreement, causing the State of Texas to lose 15 billion dollars. The State, through an Assistant Attorney General, took the position that the Attorney General had been representing the state's political subdivisions in this case, and that the claims of Texas counties and hospital district have been released under the Agreement. This was contrary to the positions taken by the Attorney General prior to the hearing.

The court did not rule on the motions filed by the counties and hospital districts. At the conclusion of the hearing, the court asked whether the parties felt that mediation would be fruitful and requested further briefs. We believe mediation might be beneficial to our interests, but the tobacco industry opposes mediation. The State agreed to participate in mediation, but did not seem confident that it would result in any agreement.

We have filed the enclosed Second Supplemental Amicus Brief. This was necessary to address certain important issues that arose at the hearing. A ruling by the court that counties are bound by the Agreement would be a serious obstacle in our efforts to obtain compensation and would likely lead us to conclude that relief from the legislature is our best option.

We have engaged in discussions with legislative leaders in an effort to obtain fair compensation for counties. No substantial progress has been made, but there is some support for the general concept that counties are entitled to some of the settlement funds. We will continue our communications with the legislative leadership.

In this regard, the Attorney General has agreed to place the settlement funds in the State Treasury, which will place the money under the control of the legislature. As you may recall, the Attorney General had originally allocated the settlement funds to particular entities and projects, none of which compensated Texas counties. Our efforts to oppose this allocation were successful and preserve the option of obtaining compensation through the legislative process.

Our initial review of potential causes of action on behalf of Texas counties is not particularly encouraging. Counties certainly have provable damages, but the potential legal theories of recovery analyzed to date are all problematic. Therefore, even if we gain the right to sue, it is not certain that Counties could obtain relief. We have not concluded our analysis in this regard, and will continue to research the possibility of recommending litigation.

When the court rules on the pending motions, we will be able to offer a clearer analysis of our options. However, the delay may present opportunities for obtaining compensation through negotiation and mediation.

We will continue to work toward a satisfactory resolution of this matter and will keep you regularly apprised of our efforts. If you have any questions, do not hesitate to call.

VOL. 50 PG 689

ALLISON, BASS & ASSOCIATES, L.L.P.

*Attorneys at Law*  
WAHRENBERGER HOUSE  
208 WEST 14TH STREET  
AUSTIN, TEXAS 78701  
(512) 482-9701  
FAX (512) 480-9902

JAMES P. ALLISON  
ROBERT T. BASS

C. REX HALL, JR.  
ANTHONY J. NELSON

March 26, 1998

VIA FEDERAL EXPRESS

David Maland  
Clerk, U.S. District Court  
500 State Line Ave.  
Room 302  
Texarkana, Texas 75501

RE: The State of Texas v. The American Tobacco Company, et al.  
No. 5:96-CV-0091

Dear Mr. Maland:

Enclosed for filing among the papers of the above referenced cause, please find the original and two copies of Second Supplemental Amicus Brief of 109 Texas Counties. Please file stamp the extra copy and return it in the enclosed, self-addressed, stamped envelope.

By copy of this letter, I am forwarding a duplicate of same to all counsel of record.

Thank you for your assistance in this regard.

Sincerely,

*[Handwritten Signature]*  
James P. Allison

JPA/mm

Enclosures

cc: Greg Hudson (via cmrrt #P 524 886 307)  
Bickerstaff, Heath & Smiley  
William Russell Allensworth (via cmrrt #P 524 886 308)  
Roller & Allensworth  
Jose Rodriguez (via cmrrt #P 524 886 309)  
Michael P. Fleming (via cmrrt #P 524 886 310)  
John J. McKetta, III (via cmrrt #P 524 886 311)  
Graves, Dougherty, Hearon & Moody  
Stuart W. Bowen (via cmrrt #P 524 886 312)  
Office of the Governor  
Robert Ries (via cmrrt #P 524 886 313)  
Jenkins & Gilchrist  
Tony Karioth (via cmrrt #P 524 886 314)  
Grant Kaiser (via cmrrt #P 524 886 315)  
Kaiser & Morrison, P.C.  
Dan Morales (via cmrrt #P 524 886 316)  
Attorney General of Texas  
Howard Waldrop (via cmrrt #P 524 886 317)  
ATCHLEY, RUSSELL, WALDROP  
& Hlavinka, L.L.P.  
Walter Umphrey, P.C. (via cmrrt #P 524 886 318)  
John M. O'Quinn, P.C. (via cmrrt #P 524 886 319)  
John Eddie Williams, Jr. (via cmrrt #P 524 886 320)  
Wayne A. Reaud (via cmrrt #P 524 886 321)  
REAUD, MORGAN & QUINN, INC.  
Harold W. Nix (via cmrrt #P 524 886 322)  
THE NIX LAW FIRM  
Rep. Robert Junell (via regular mail)  
Texas House of Representatives  
Sen. Bill Ratliff (via regular mail)  
Texas State Senate Office

David J. Maland, Clerk  
March 26, 1998  
Page 3

VOL 50 PG 691

bcc: New Participating Counties  
CJ&CC Executive Board  
Bob Lemens



Dewitt County, Duval County, Erath County, Fannin County, Fayette County, Franklin County, Frio County, Freestone County, Games County, Gillespie County, Gregg County, Grimes County, Guadalupe County, Hale County, Hall County, Hardeman County, Hardin County, Henderson County, Hockley County, Hopkins County, Houston County, Howard County, Hunt County, Hutchinson County, Irion County, Jack County, Jefferson County, Jim Hogg County, Jim Wells County, Johnson County, Jones County, Kerr County, Kimble County, King County, Kinney County, Kleberg County, Lamar County, Lamb County, Lampasas County, Lavaca County, Lee County, Limestone County, Llano County, Madison County, Mason County, Medina County, Menard County, Mills County, Montague County, Morris County, Navarro County, Newton County, Ochiltree County, Orange County, Parker County, Parmer County, Pecos County, Polk County, Red River County, Refugio County, Runnels County, Rusk County, Sabine County, San Jacinto County, San Patricio County, San Saba County, Scurry County, Shackelford County, Stephens County, Stonewall County, Swisher County, Taylor County, Terrell County, Throckmorton County, Trinity County, Upshur County, Val Verde County, Victoria County, Washington County, Wharton County, Wichita County, Winkler County, Wise County

## II. INTRODUCTION

The purpose of this Second Supplemental Amicus brief is to address three issues that arose at the hearing on Friday, March 20, 1998. These issues are: 1) whether the attorney general has the authority under Texas law to bind Texas counties in civil litigation; 2) whether the Tobacco Defendants are entitled to renege on their obligations under the settlement agreement if counties and hospital districts are not bound by the agreement; and 3) whether this matter should be referred to mediation.

## III. THE AUTHORITY OF THE ATTORNEY GENERAL

For the first time in this entire litigation, the Attorney General has now asserted that he has been representing counties and hospital districts in this litigation. The court is well aware that the Attorney General previously stated both publicly, privately, and in pleadings before the Court, that he was not representing the State's political subdivisions. However, the change of

position by the Attorney General is legally irrelevant: he lacks the authority to represent these entities, and he cannot vest himself with authority simply by asserting it.

It is a fundamental principal of Texas jurisprudence that the Attorney General may only act within his constitutional or statutory authority. Day Land & Cattle Co. v. State, 68 Tex. 526, 4 S.W. 865, 867 (1887). The powers conferred by the Constitution upon state officials are generally held to be exclusive, and except in the manner authorized by the Constitution, these powers cannot be enlarged or restricted." Garcia v. Laughlin, 155 Tex. 261, 285 S.W.2d 191, 194 (1955). Under state law, the legislature's delegation of power to the attorney general should always be construed narrowly to avoid allowing him to encroach on the authority given to other offices. E.g. Holmes v. Morales, 906 S.W.2d 570, 575 (Tex.App.-Austin 1995). Texas law simply does not give confer upon attorney general the authority to represent counties in civil litigation.

It is beyond question that counties possess an independent right to sue and be sued. E.g. Travis County v. Matthews, 235 S.W.2d 691 (Tex.Civ.App.--Austin 1950, writ ref'd n.r.e.). The right to identify and pursue legal remedies and to control the litigation of counties rests, not with the State Attorney General, but with the counties' respective Commissioners Courts. See Guynes v. Galveston County, 861 S.W.2d 861, 863(Tex. 1993); Looscan v. The County of Harris, 58 Tex. 511, 514 (1883); Travis County v. Matthews, 235 S.W.2d 691, 697 (Tex.Civ.App.--Austin 1950, writ ref'd n.r.e.).

No one can argue in good faith that the State is the County for the purposes of litigation. When Texas counties are sued and judgment is entered that the county pay money to the Plaintiff, the State of Texas does not pay the judgment. Conversely, if a county is aggrieved by an entity - for instance, where breach of contract results in damages - the State is

not entitled to any portion of the compensation obtained by the county and cannot pursue the claim for the county without express authorization.

The tobacco companies attempt to avoid this simple truth by arguing that the Attorney General can bind the counties when the state sues in its quasi-sovereign capacity as *parens patriae*. This assertion is incorrect. When suing as *parens patriae*, the state sues on behalf of its individual, natural citizens who share common damages, not on behalf of political subdivisions that have suffered damages separate and distinct from the injuries shared by citizens generally. In the present case, it is undisputed that the counties and hospital districts have suffered damages clearly separate and distinct from those claimed by the State. Therefore, these claims cannot be merged with the claims of citizens generally and are not part of any quasi-sovereign, or *parens patriae*, suit by the State. At this time, these damages are not included in the settlement agreement. Because the Attorney General lacked authority to represent or bind Texas counties, and for the additional reasons set forth in the prior briefing before the court, the judgment should be reformed to reflect that Texas counties are not bound by the settlement agreement.

IV.  
THE THREATS OF THE TOBACCO COMPANIES

The Tobacco Defendants have threatened to penalize the State of Texas and its citizens if the court rules that counties and hospital districts are not bound by the settlement agreement. Specifically, Defendants have argued that Section 19 of the Agreement would make it appropriate to renege and abandon the settlement agreement.

The position of the Tobacco Defendants is again incorrect. Section 19 provides that if the Settlement Agreement "is modified in any material respect...", then the Settlement

agreement "shall be canceled and terminated." For the reasons set forth below, it would not be a material modification to rule that counties and hospital districts are not bound by the agreement.

It is correct that Section 14 of the agreement contains language which, standing alone, appears calculated to release the claims of the State's political subdivisions. However, when the entire agreement is read and construed, it is clear that the State purported to settle only its own claims, not those of Texas counties. The settlement negotiated by the parties specifically provides that the State would settle only the claims of those agencies and divisions of the State over which it has control.

Specifically, Section 2 of the agreement is the section that identifies the entities to which the agreement applies. This section provides, in pertinent part, that:

This Settlement Agreement shall be binding on and inure to the benefit of the State of Texas... and... all subdivisions, public entities, public corporations, instrumentalities and educational institutions over which the State has control ...

(Settlement Agreement at p. 4, emphasis supplied). This provision makes it abundantly clear that the State of Texas purported to settle the claims of only those subdivisions over which it has control. Because the State of Texas does not and cannot control the litigation of Texas counties and the enforcement of their independent rights, it is clear that there was never any intention to bind Texas counties to this agreement. Any other interpretation would nullify the usage and application of this phrase in the Agreement.

In addition, the first paragraph of the Settlement Agreement also establishes that the claims of counties were not settled. This paragraph provides that the Agreement is made, "by and among the parties hereto, as indicated by their signatures below, to settle and resolve ... all

claims ... relating to the subject matter of this action which have been or could have been asserted by any of the parties to this action." This provision establishes that the State is settling only the claims it brought or could have brought in this action. Since counties are not parties to this action, there was no intent to settle their claims.

The damages suffered by Texas counties in the form of indigent health care costs and employee insurance costs were not damages suffered by the State of Texas, and the State could not have sought to recover these damages in this suit. Rather, these claims can be brought only by the Texas counties that suffered the damage. Therefore, under the express terms of the introductory paragraph of the agreement, the parties never contemplated settling the claims of entities, such as counties, which suffered damages separate from the State and its individual citizens.

The first paragraph of the agreement also provides that the "settling parties" would indicate their agreement to settle by their signature. No Texas county signed the agreement. Therefore, the parties could not have contemplated that the claims of Texas counties were being settled.

In addition, this provision of the Agreement provides that the parties were settling only those claims "related to this action". This case never pertained to the claims of Texas counties for indigent care and employee benefits; these claims arose separately and are unrelated to this action. Therefore, according to the terms of the Agreement, the counties claims could not have been settled by this agreement.

The Agreement must be read as a whole. Given the terms of the introduction, and the express language of Section 2, it cannot be argued that exempting Texas counties from the terms of this Agreement would constitute a material change. The tobacco companies bargained

for a release of the State of Texas' claims, including all agencies and divisions over which it has control. The tobacco industry will receive the benefit of this bargain, and equity will be served, if the court rules that counties are not bound by this agreement.

Amici believe that the language of Section 2 is dispositive of the intent of the parties concerning what entities would be bound by the agreement. However, to the extent the Agreement can be deemed ambiguous, the court can hear evidence to establish the intent of the parties. There is no doubt that the Attorney General represented both publicly and privately that he was not representing the interests of counties, school districts, hospital districts and other political subdivisions.

The Tobacco Defendants were at all times aware that the Attorney General was not representing political subdivisions and was not seeking relief for the damages they suffered. Certainly, Defendants were aware that the Attorney General asserted this position when he opposed intervention by the Texas Association of School Boards. Given these facts, it is beyond question that settlement of the claims of the State of Texas was never intended to include counties or other subdivisions with separate damages and a separate right to sue. These entities have the exclusive right to settle their own claims.

Because the tobacco industry will still receive its bargained consideration, a ruling by this court that counties are not bound by this Agreement could not be deemed a material change which entitles the Defendants to renege under Section 19. The court can and should rule both that counties are not bound by this agreement and that Section 19 is not applicable. A ruling that counties are not bound does not constitute a material change in the agreement.

V.  
MEDIATION

The court has inquired whether the parties believe that mediation would be fruitful. Amici believe that a referral to mediation would be appropriate. Texas counties have not participated in this litigation and have not agreed to settle their respective claims. However, it would be possible to reach an agreement on include counties, even as non-parties.

The court is aware that the State, the counties and the hospital districts have been conducting settlement negotiations. Amici would stress, however, that any mediation should include the tobacco defendants. Contrary to the representations of counsel, the Defendant tobacco companies have potential exposure and may be held liable for the claims of Texas counties.

It is clear that the damages incurred by Texas counties were not addressed in the original settlement discussions in this case. Amici are appreciative that the State of Texas is attempting to devise a way to share some of its compensation with counties and hospital districts. However, this would leave the state with less compensation than it bargained for. It would be more appropriate for some of this compensation to be born by the tobacco defendants. After all, it is the conduct of Defendants, not the State of Texas, which damaged the counties and hospital districts.

While counsel has indicated that there is no flexibility in the position of defendants, the court is aware that mediation often yields positive results. Since there has been no mediation with these entities, it would seem prudent to explore this possibility.

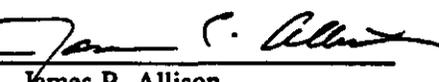
VI.  
CONCLUSION

As set forth above, the attorney general did not have authority to represent or bind Texas counties without their specific approval, and the provisions of the settlement agreement that purport to settle these claims are void. However, given the history of this case, and other specific provisions in the settlement agreement, a ruling that counties are not bound by the agreement would not be a material alteration of the agreement which would allow the tobacco companies to renege. Given the uncertainty of various issues pending before the court, it would be appropriate to refer this matter to mediation at this time, and to require participation by the tobacco defendants in the mediation session.

Respectfully submitted,

ALLISON, BASS & ASSOCIATES, L.L.P.  
Wahrenberger House  
208 W. 14th Street  
Austin, Texas 78701

(512) 482-0701 telephone  
(512) 480-0902 facsimile

By:   
James P. Allison  
State Bar No. 01090000

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was forwarded via certified mail, return receipt requested, to the following on this 26 day of March, 1998:

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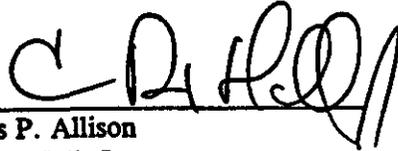
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VOL 50 PG 702

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Tony Karioth  
P. O. Box 26780  
Austin, Texas 78755



James P. Allison  
C. Rex Hall, Jr.

# MCDONALD ARCHITECTS

April 6, 1998

Mr. Ben Shepperd- Upshur County Auditor  
Upshur County Courthouse  
P.O. Box 730  
Gilmer, Texas 75644

Re: Additions & Alterations to the  
Upshur County Justice Center

Dear Mr. Shepperd,

Based on the bids submitted and quantities calculated for paint materials on the above referenced project, we have determined that Sherwin-Williams of Tyler, Texas is the low bidder.

We recommend award of this contract for paint materials to Sherwin Williams of Tyler, Texas based on the unit prices stated on their bid proposal.

If we can receive a verbal approval, we will direct Mr. Foster to purchase block filler so that portion of work can begin immediately.

If you have any questions, please call.

Sincerely,

Lamarr McDonald, AIA  
President / Architect  
McDonald Architects, Inc.



LM/sr

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:59  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

ONE SUMMIT AVENUE SUITE 614 FORT WORTH TEXAS 76102

817/335-2882 FAX 817/335-2883



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

**PAINT BID COMPARISON**

**SHERWIN WILLIAM - TYLER, TEXAS**

Interior Block Fill  
600 Gal. x \$5.25/Gal = \$3,150.00

Interior Latex Wall Paint  
400 Gal. x \$6.95/Gal = \$2,780.00

Interior Epoxy  
30 Gal x \$18.99 = \$ 569.70

Interior Enamel for Steel  
150 gal. x \$11.61 = \$1,741.50

Exterior Block Fill  
160 Gal. x \$5.25/Gal. = \$ 840.00

Exterior Primer  
150 Gal. x \$10.99/Gal. = \$1,648.50

Exterior Finish Paint  
100 Gal. x \$6.95/Gal. = \$ 695.00

---

**TOTAL PAINT COST = \$11,424.70**

**ADDITIONS AND ALTERATIONS TO  
UPSHUR COUNTY JUSTICE CENTER****PAINT BID COMPARISON****JONES-BLAIR, AMARILLO, TEXAS**

Interior Block Fill 600 Gal. x \$7.00/Gal	=	\$4,200.00
Interior Latex Wall Paint 400 Gal. x \$8.60/Gal	=	\$3,440.00
Interior Epoxy 30 Gal x \$21.00	=	\$ 630.00
Interior Enamel for Steel 150 gal. x \$14.00	=	\$2,100.00
Exterior Block Fill 160 Gal. x \$7.00/Gal.	=	\$1,120.00
Exterior Primer 150 Gal. x \$8.35/Gal.	=	\$1,252.50
Exterior Finish Paint 100 Gal. x \$8.40/Gal.	=	\$ 840.00
<b>TOTAL PAINT COST</b>	<b>=</b>	<b>\$13,582.50</b>

VOL. 50 PG 706

# FAX COVER SHEET



ONE SUMMIT AVE., STE. 614  
FORT WORTH, TEXAS 76102  
PHONE (817) 335-2882  
FAX (817) 335-2883  
E-MAIL: designmac@msn.com

TO: **Company Name:** Upshur County Auditor Office  
**Contact:** Mr. Ben Shepperd  
**Fax No.:** (903) 843-5492

FROM: **CONTACT:** LAMARR McDONALD, AIA  
**PHONE NO:** (817)335-2882  
**FAX NO:** (817)335-2883

*OK*  
*clw*

Re: Additions & Alterations to the Upshur County Justice Center

DATE: 4/6/98 TIME: 11:46 a.m.

NO. OF PAGES INCLUDING COVER: (4)

## DESCRIPTION

IF THERE ARE ANY PROBLEMS RECEIVING THIS TRANSMISSION, PLEASE CALL

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:59  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

# MCDONALD ARCHITECTS

April 6, 1998

Mr. Ben Shepperd- Upshur County Auditor  
Upshur County Courthouse  
P.O. Box 730  
Gilmer, Texas 75644

Re. Additions & Alterations to the  
Upshur County Justice Center

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If we can receive a verbal approval, we will direct Mr. Foster to purchase block filler so that portion of work can begin immediately.

If you have any questions, please call.

Sincerely,

Lamarr McDonald, AIA  
President / Architect  
McDonald Architects, Inc.



LM/sr

ONE SUMMIT AVENUE SUITE 614 FORT WORTH TEXAS 76102

817/335-2882 FAX 817/335-2883



VOL. 50 PG. 708**ADDITIONS AND ALTERATIONS TO  
UPSHUR COUNTY JUSTICE CENTER****PAINT BID COMPARISON****SHERWIN WILLIAM - TYLER, TEXAS**

Interior Block Fill 600 Gal. x \$5.25/Gal	=	\$3,150.00
Interior Latex Wall Paint 400 Gal. x \$6.95/Gal	=	\$2,780.00
Interior Epoxy 30 Gal x \$18.99	=	\$ 569.70
Interior Enamel for Steel 150 gal. x \$11.61	=	\$1,741.50
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Exterior Primer 150 Gal. x \$10.99/Gal.	=	\$1,648.50
Exterior Finish Paint 100 Gal. x \$6.95/Gal.	=	\$ 695.00
<hr/>		
<b>TOTAL PAINT COST</b>	<b>=</b>	<b>\$11,424.70</b>

VOL. 50 PG. 709

### ADDITIONS AND ALTERATIONS TO UPSHUR COUNTY JUSTICE CENTER

#### PAINT BID COMPARISON

##### JONES-BLAIR, AMARILLO, TEXAS

Interior Block Fill 600 Gal. x \$7.00/Gal	=	\$4,200.00
Interior Latex Wall Paint 400 Gal. x \$8.60/Gal	=	\$3,440.00
Interior Epoxy 30 Gal x \$21.00	=	\$ 630 00
Interior Enamel for Steel 150 gal. x \$14.00	=	\$2,100.00
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Exterior Primer 150 Gal. x \$8.35/Gal.	=	\$1,252.50
Exterior Finish Paint 100 Gal. x \$8.40/Gal	=	\$ 840.00
<b>TOTAL PAINT COST</b>	<b>=</b>	<b>\$13,582.50</b>

FROM :

PHONE NO. :

Oct. 24 1997 12:15PM P4

(REBID)  
**ADDITIONS AND ALTERATIONS TO  
UPSHUR COUNTY JUSTICE CENTER  
GILMER TEXAS**

March 26, 1998

**ADDENDUM NO. 2**

*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 3-PAINT" AND MODIFY WITH THE FOLLOWING SECTION 01012 " BID PROPOSAL, "ITEM 3-PAINT".

**ITEM 3: PAINT**, Furnish to job site materials only (no labor, no bid bond and no performance bond) for a per gallon unit price for paint material including block fill, epoxy paint, caulking for joints, paint for new exterior masonry, as shown on the drawings and in the specifications and as stated below:

Unit price per gallon for Enamel Primer \$ 10.99  
Unit price per gallon for Enamel Finish \$ 11.61

Unit price per gallon for Epoxy Primer \$ 8.99  
Unit price per gallon for Epoxy Finish \$ 18.99

Unit price per gallon for Latex Primer \$ 5.80  
Unit price per gallon for Latex Finish \$ 6.95

Unit price per gallon for Block Fill \$ 5.25

Unit price per gallon for Red Oxide Primer \$ 14.49

Unit price per tube of caulk \$ .99

(State size of tube) 10.1 oz or .300 Liter

FILED  
REX A SHAW  
COUNTY CLERK

08 APR 3 1998  
U.S. DISTRICT COURT  
GILMER, TEXAS



**MCDONALD  
ARCHITECTS INC.**

-End of Addendum No. 2-



# PROBLOCK™ INTERIOR ALKYD PRIMER SEALER B79W10

CHARACTERISTICS	APPLICATION	SURFACE PREPARATION																						
<p>ProBlock Interior Alkyd Primer Sealer is a quick drying product designed to block out most stains, including water, smoke, ink, pencil, and grease. ProBlock can be used on almost any interior surface and be topcoated with any Sherwin-Williams latex or alkyd topcoats.</p>	<p><b>BRUSH</b> No reduction necessary. Use a natural bristle brush.</p> <p><b>ROLLER</b> No reduction necessary. Use a 1/4" - 1/2" nap synthetic or mohair roller cover.</p> <p><b>PAD</b> No reduction necessary.</p> <p><b>SPRAY - AIRLESS</b> Pressure ..... 2000 psi Tip ..... .015"-.017" Reduction ..... none</p> <p><b>SPRAY - CONVENTIONAL</b> Air Pressure ..... 40-60psi Fluid Pressure ..... 20 psi Cap/Tip ..... 704/FX Reduction ..... up to 1 pint/gallon Do not reduce for stain blocking</p>	<p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull.</p> <p><b>SPECIAL RECOMMENDATIONS</b> After priming stained areas, test a small area by applying the topcoat before painting the entire project. If the stain bleeds through, apply a second coat of ProBlock Alkyd and retest before proceeding with the topcoat. Use ProBlock Latex over solvent sensitive stains.</p> <p><b>FIRE RESTORATION WORK</b> Proper cleaning of the surface before applying the primer is critical on smoke damaged areas. Apply one or two coats of ProBlock Alkyd and test a small area before painting the entire surface.</p> <p><b>SPOT PRIMING</b> When spot priming on some surfaces, a nonuniform appearance of the final coat may result. This is due to the differences in holdout between the primed and unprimed areas. To avoid this, prime the entire surface rather than spot priming.</p> <p><b>PLASTER</b> Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry. New plaster should be allowed to cure at least 180 days and checked for proper cure prior to applying ProBlock.</p>																						
<p><b>COLORS:</b> White</p> <p><b>COVERAGE:</b> 400 sq. ft./gal. @4 mils wet 1.5 mils dry</p> <p><b>DRYING TIME @77° F, 50% RH:</b> Touch: 30 minutes Recoat: 1 hour</p> <p><b>FLASH POINT:</b> 62° F</p> <p><b>FINISH:</b> 3-13 units @ 85°</p> <p><b>SOLVENT/REDUCER:</b> Mineral spirits</p> <p><b>TINTING WITH BLEND-A-COLOR:</b></p> <table border="0"> <tr> <td><b>BASE</b></td> <td><b>OZ/GAL</b></td> <td><b>STRENGTH</b></td> </tr> <tr> <td>White</td> <td>0-2</td> <td>not controlled</td> </tr> </table> <p><b>VEHICLE TYPE:</b> Linseed Vinyl Toluene Copolymer</p> <p><b>VOC (MAXIMUM AS 389 lbs./gal. PACKAGED):</b> 466 grams/liter</p> <p><b>VOLUME SOLIDS:</b> 38 ± 2%</p> <p><b>WEIGHT SOLIDS:</b> 68 ± 2%</p> <p><b>WEIGHT PER GALLON:</b> 9.25 lbs.</p>	<b>BASE</b>	<b>OZ/GAL</b>	<b>STRENGTH</b>	White	0-2	not controlled	<p><b>CLEANUP INFORMATION</b></p> <p>Clean spills and spatters immediately with mineral spirits. Clean tools immediately after use with mineral spirits. Follow manufacturer's safety recommendations when using mineral spirits.</p> <p><b>LABEL ANALYSIS B79W10</b></p> <table border="0"> <tr> <td>Pigment by Weight</td> <td>35%</td> </tr> <tr> <td>Titanium Dioxide</td> <td>11%</td> </tr> <tr> <td>Silicates</td> <td>18%</td> </tr> <tr> <td>Clay</td> <td>6%</td> </tr> </table> <p><b>Vehicle by Weight</b> ..... 65%</p> <table border="0"> <tr> <td>Linseed Vinyl Toluene Copolymer</td> <td>21%</td> </tr> <tr> <td>Soya Alkyd</td> <td>1%</td> </tr> <tr> <td>Aliphatic Solvent</td> <td>42%</td> </tr> <tr> <td>Additives</td> <td>1%</td> </tr> </table> <p>Total ..... 100%</p>	Pigment by Weight	35%	Titanium Dioxide	11%	Silicates	18%	Clay	6%	Linseed Vinyl Toluene Copolymer	21%	Soya Alkyd	1%	Aliphatic Solvent	42%	Additives	1%	
<b>BASE</b>	<b>OZ/GAL</b>	<b>STRENGTH</b>																						
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<p>Meets the performance requirements, not necessarily composition, of Federal Specification:</p> <p>TT-E-545B TT-S-179B</p>																								


**SHERWIN  
WILLIAMS**
*Industrial and Marine  
Coatings*

1.01

# HEAVY DUTY BLOCK FILLER

B42W46

PRODUCT INFORMATION		Revised 1/97
PRODUCT DESCRIPTION		RECOMMENDED USES
<p><b>HEAVY DUTY BLOCK FILLER</b> is a pure acrylic resin block filler for use on interior and exterior poured and precast concrete, concrete block, and cinder block.</p> <ul style="list-style-type: none"> <li>• Excellent moisture resistance</li> <li>• Excellent filling characteristics</li> <li>• Suitable for use in USDA inspected facilities</li> <li>• Resurface spalled and deteriorated concrete walls and ceilings</li> </ul>		<p>For use over prepared masonry surfaces in:</p> <ul style="list-style-type: none"> <li>• Dairies</li> <li>• Mining Industry</li> <li>• Chemical Plants</li> <li>• Hospitals</li> <li>• Schools</li> <li>• Equipment Foundations</li> <li>• Water and Sewage Treatment Facilities</li> <li>• Industrial concrete ceilings and walls</li> <li>• Petroleum Refineries</li> </ul> <ul style="list-style-type: none"> <li>• Bottling Plants</li> <li>• Tunnels</li> <li>• Paper Mills</li> <li>• Jails</li> <li>• Power Plants</li> </ul>
PRODUCT CHARACTERISTICS		PERFORMANCE CHARACTERISTICS
<p><b>Finish:</b> Flat</p> <p><b>Color:</b> White</p> <p><b>Volume Solids:</b> 54.5% ± 2%</p> <p><b>Weight Solids:</b> 73% ± 2%</p> <p><b>VOC (calculated):</b> 15 g/L; 0.13 lb/gal</p> <p><b>Recommended Spreading Rate per coat:</b> (varies with physical and chemical exposure, application, surface irregularities, and degree of sealing and filling desired)</p> <p>Wet mils: 18.0 - 34.0 Dry mils: 10.0 - 18.0 Coverage: 50 - 88 sq ft/gal approximate</p> <p><b>NOTE</b> Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance</p> <p><b>Drying Schedule @ 18.0 mils wet and 50% RH:</b></p> <p style="text-align: center;"><b>@ 77°F</b></p> <p>To touch: 1 hour To handle: 6 hours To recoat: itself: 1 hour water borne coatings: 18 hours solvent borne coatings: 48 hours To cure: 30 days</p> <p>Drying time is temperature, humidity, and film thickness dependent.</p> <p><b>Shelf Life:</b> 36 months, unopened, at 77°F</p> <p><b>Flash Point:</b> &gt;200°F, PMCC</p> <p><b>Reducer/Clean up:</b> Water</p>		<p><b>System Tested:</b> (unless otherwise indicated)</p> <p>Substrate: Concrete Surface Preparation: Clean, dry, sound Finish: 1 ct Heavy Duty Block Filler @ 10 mils dft/ct</p> <p><b>Adhesion:</b> Method: ASTM D4541 Result: 200 psi</p> <p><b>Direct Impact Resistance:</b> Method: ASTM G14 Result: 6 in. lbs.</p> <p><b>Dry Heat Resistance:</b> Method: ASTM D2485 Result: 200°F</p> <p><b>Flexibility: (cold rolled steel)</b> Method: ASTM D522, 180° bend, 1" mandrel Result: Passes</p> <p><b>Moisture Resistance:</b> Method: TT-C-555B Result: No failure</p> <p><b>Pencil Hardness:</b> Method: ASTM D3363 Result: 5B</p> <p><b>Thermal Shock:</b> Method: ASTM D2246 (5 cycles) Result: Excellent</p> <p><b>Wind Driven Rain Resistance:</b> Method: TT-C-555b Result: Passes</p> <p><b>Wet Heat Resistance:</b> Method: Non-immersion Result: 120°F</p> <p>Provides performance comparable to products formulated to federal specification: TT-F-1098D Type 1</p>

Acrylic

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continued on back



*Industrial and Marine Coatings*

# HEAVY DUTY BLOCK FILLER

B42W46

PRODUCT INFORMATION	
RECOMMENDED SYSTEMS	SURFACE PREPARATION
<p><b>Untopcoated, light service</b></p> <p><b>Interior:</b> 1 ct Heavy Duty Block Filler @ 10.0 - 18.0 mils dft</p> <p><b>Exterior:</b> 2 cts Heavy Duty Block Filler @ 10.0 - 18.0 mils dft/ct</p> <p><b>Acrylic Finishes:</b> 1 ct. Heavy Duty Block Filler @ 10.0 - 18.0 mils dft 2 cts. DTM Acrylic Coating @ 2.5 - 4.0 mils dft/ct or Metalatex Semi-Gloss Coating @ 1.5 - 4.0 dft/ct</p> <p><b>Alkyd Finishes:</b> 1 ct. Heavy Duty Block Filler @ 10.0 - 18.0 mils dft 2 cts. Industrial Enamel HS @ 2.0 - 4.0 mils dft/ct or Direct-To-Metal Alkyd Enamel @ 3.0 - 5.0 mils dft/ct</p> <p><b>Catalyzed Epoxy, Solvent based:</b> 1 ct Heavy Duty Block Filler @ 10.0 - 18.0 mils dft 2 cts Sher-Tile HS Epoxy @ 4.0 - 8.0 mils dft/ct</p> <p><b>Catalyzed Epoxy, Water based:</b> 1 ct. Heavy Duty Block Filler @ 10.0 - 18.0 mils dft 2 cts Water Based Catalyzed Epoxy @ 2.5 - 4.0 mils dft/ct</p> <p><b>Polyurethane</b> 1 ct. Heavy Duty Block Filler @ 10.0 - 18.0 mils dft 2 cts. Hi-Solids Polyurethane @ 3.0 - 4.0 mils dft/ct or Corothane II Polyurethane @ 2.0 - 4.0 mils dft/ct</p>	<p>Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.</p> <p>Refer to product Application Bulletin for detailed surface preparation information</p> <p>Minimum recommended surface preparation: Concrete &amp; Masonry: Cured, clean, dry, sound</p>
	COLOR / TINTING
	<p>Do not tint.</p> <p>To provide color as a guide coat, or when color is required for exterior exposure, mix 4 parts by volume of Heavy Duty Block Filler with 1 part by volume of A-100 Exterior Latex Flat, A6 series. For interior exposures, mix 4 parts by volume of Heavy Duty Block Filler with 1 part by volume of ProMar 200 Interior Latex Flat Wall Paint, B30W200 Series</p> <p>Color: White</p>
	APPLICATION
	<p>Temperature. 55°F minimum, 95°F maximum (air, surface, and material) At least 5°F above dew point</p> <p>Relative humidity 85% maximum</p> <p>Refer to product Application Bulletin for detailed application information.</p>
	ORDERING INFORMATION
	<p>Packaging: 5 gallon containers Weight per gallon 14.25 ± 0.2 lb</p>
	SAFETY PRECAUTIONS
	<p>Refer to the MSDS sheet before use.</p> <p>Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.</p>
<p>The systems listed above are representative of the product's use, other systems may be appropriate.</p>	



**Industrial and Marine Coatings**

4.30

**TILE-CLAD® HIGH SOLIDS**

PART A B62Z  
PART B B60VZ70

SERIES  
HARDENER

**PRODUCT INFORMATION**

Revised 1/97

PRODUCT DESCRIPTION	RECOMMENDED USES																																								
<p><b>TILE-CLAD HIGH SOLIDS</b> is a VOC compliant, two-pack-age, epoxy-polyamide coating for use in industrial maintenance environments and high performance architectural applications.</p> <ul style="list-style-type: none"> <li>• Chemical resistant</li> <li>• Resists bacterial attack</li> <li>• Abrasion resistant</li> <li>• Suitable for use in USDA inspected facilities</li> <li>• Low VOC</li> </ul>	<p>For use over prepared substrates such as steel, galvanizing, and concrete in industrial environments.</p> <ul style="list-style-type: none"> <li>• Laboratories</li> <li>• Masonry surfaces</li> <li>• Offshore structures</li> <li>• Storage tanks</li> <li>• Chemical processing equipment</li> <li>• Institutional &amp; commercial wall coating</li> <li>• Structural &amp; support steel</li> <li>• Institutional kitchens</li> <li>• Lavatories</li> <li>• Power plants</li> <li>• Schools</li> <li>• Marine applications</li> </ul>																																								
PRODUCT CHARACTERISTICS	PERFORMANCE CHARACTERISTICS																																								
<p><b>Finish:</b> Gloss, 80+ units at 60°</p> <p><b>Color:</b> Ultra White and a wide range of colors available, including safety colors</p> <p><b>Volume Solids:</b> 56% ± 2%, mixed, may vary by color</p> <p><b>Weight Solids:</b> 70% ± 2%, mixed, may vary by color</p> <p><b>VOC (EPA Method 24):</b> Unreduced: 374 g/L; 3.12 lb/gal mixed Reduced 10%: 413 g/L; 3.44 lb/gal</p> <p><b>Mix Ratio:</b> 1:1 by volume</p> <p><b>Recommended Spreading Rate per coat:</b> Wet mils: 4.0 - 7.0 Dry mils: 2.5 - 4.0 Coverage: 225 - 359 sq ft/gal approximate</p> <p><b>NOTE</b> Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.</p> <p><b>Drying Schedule @ 4.0 mils wet @ 50% RH:</b></p> <table border="1"> <thead> <tr> <th></th> <th>@ 55°F</th> <th>@ 77°F</th> <th>@ 110°F</th> </tr> </thead> <tbody> <tr> <td>To touch:</td> <td>3 hours</td> <td>1 hour</td> <td>20 minutes</td> </tr> <tr> <td>Tack free:</td> <td>6 hours</td> <td>2 hours</td> <td>30 minutes</td> </tr> <tr> <td>To recoat:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>    minimum:</td> <td>6 hours</td> <td>2 hours</td> <td>30 minutes</td> </tr> <tr> <td>    maximum:</td> <td>30 days</td> <td>30 days</td> <td>30 days</td> </tr> <tr> <td>To stack:</td> <td>18 hours</td> <td>16 hours</td> <td>3 hours</td> </tr> <tr> <td>To cure:</td> <td>21 days</td> <td>14 days</td> <td>7 days</td> </tr> <tr> <td>Pot life:</td> <td>4 hours</td> <td>4 hours</td> <td>2 hours</td> </tr> <tr> <td>Sweat-in-Time:</td> <td>1 hour</td> <td>30 minutes</td> <td>10 minutes</td> </tr> </tbody> </table> <p>If maximum recoat time is exceeded, abrade surface before recoating Drying time is temperature, humidity, and film thickness dependent.</p> <p><b>Shelf Life:</b> 36 months, unopened, at 77°F</p> <p><b>Flash Point:</b> 64°F, PMCC, mixed</p> <p><b>Reducer/Clean Up:</b> Reducer #54, R7K54</p>		@ 55°F	@ 77°F	@ 110°F	To touch:	3 hours	1 hour	20 minutes	Tack free:	6 hours	2 hours	30 minutes	To recoat:				minimum:	6 hours	2 hours	30 minutes	maximum:	30 days	30 days	30 days	To stack:	18 hours	16 hours	3 hours	To cure:	21 days	14 days	7 days	Pot life:	4 hours	4 hours	2 hours	Sweat-in-Time:	1 hour	30 minutes	10 minutes	<p><b>System Tested:</b> (unless otherwise indicated) Substrate: Steel Surface Preparation: SSPC-SP6 Primer: 1 ct. Recoatable Epoxy Primer @ 4.0 - 6.0 mils dft Finish: 1 ct. Tile-Clad HS @ 3.0 mils dft</p> <p><b>Abrasion Resistance:</b> Method: ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load Result: 80 mg loss</p> <p><b>Adhesion:</b> Method: ASTM D4541 Result: 1000 psi</p> <p><b>Direct Impact Resistance:</b> Method: ASTM G14 Result: 95 in lbs.</p> <p><b>Dry Heat Resistance:</b> Method: ASTM D2485 Result: 200°F</p> <p><b>Exterior Durability:</b> Method: 1 year 45° South Result: Excellent, chalks</p> <p><b>Flexibility:</b> Method: ASTM D522, 180° bend, 1/4" mandrel Result: Passes</p> <p><b>Moisture Condensation Resistance:</b> Method: ASTM D4585, 100°F, 1000 hours Result: Passes, no blistering, rust, or delamination</p> <p><b>Pencil Hardness:</b> Method: ASTM D3363 Result: F-H</p> <p><b>Salt Fog Resistance:</b> Method: ASTM B117, 750 hours Result: Good—no cracking, softening or delamination. No more than 1/16" rust creepage at scribe.</p> <p>Epoxy coatings may darken or yellow following application and curing. Provides performance comparable to products formulated to federal specification TT-C-535B</p>
	@ 55°F	@ 77°F	@ 110°F																																						
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**Industrial and Marine  
Coatings**

**TILE-CLAD® HIGH SOLIDS**

PART A B62Z  
PART B B60VZ70

SERIES  
HARDENER

**PRODUCT INFORMATION**

RECOMMENDED SYSTEMS	SURFACE PREPARATION
<p><b>Steel, epoxy primer:</b> 1 ct. Recoatable Epoxy Primer @ 4.0 - 6.0 mils df/ct 1-2 cts. Tile-Clad High Solids @ 2.5 - 4.0 mils df/ct</p> <p><b>Steel, universal primer:</b> 1 ct. Kern Bond HS @ 2.0 - 5.0 mils df/ct 1-2 cts. Tile-Clad High Solids @ 2.5 - 4.0 mils df/ct</p> <p><b>Steel, epoxy mastic primer:</b> 1 ct. Epoxy Mastic Aluminum II @ 4.0-6.0 mils df/ct or Macropoxy Primer @ 4.0 - 6.0 mils df/ct 1-2 cts. Tile-Clad High Solids @ 2.5 - 4.0 mils df/ct</p> <p><b>Aluminum:</b> 1 ct. DTM Wash Primer @ 0.7 - 1.3 mils df/ct 1-2 cts. Tile-Clad High Solids @ 2.5 - 4.0 mils df/ct</p> <p><b>Concrete Block:</b> 1 ct. Heavy Duty Block Filler @ 10.0 - 18.0 mils df/ct 1-2 cts. Tile-Clad High Solids @ 2.5 - 4.0 mils df/ct</p> <p><b>Galvanized Metal:</b> 1-2 cts. Tile-Clad High Solids @ 2.5 - 4.0 mils df/ct</p> <p><b>Poured Concrete/Tilt-Up Concrete (including floors):</b> 1-2 cts. Tile-Clad High Solids @ 2.5 - 4.0 mils df/ct</p> <p><b>Wood, including floors:</b> 1-2 cts. Tile-Clad High Solids @ 2.5 - 4.0 mils df/ct</p>	<p>Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.</p> <p>Refer to product Application Bulletin for detailed surface preparation information.</p> <p>Minimum recommended surface preparation:</p> <ul style="list-style-type: none"> <li>* Iron &amp; Steel: SSPC-SP2</li> <li>Aluminum: SSPC-SP1</li> <li>Galvanizing: SSPC-SP1</li> <li>Concrete Block &amp; Masonry: Cured, clean, dry, sound</li> <li>Wood, interior: Clean, smooth, dust free</li> </ul> <p>* Primer required</p>
	<p style="text-align: center;"><b>COLOR AVAILABILITY/TINTING</b></p> <p>Tint with Blend-A-Color Toner at 200% strength into Part A. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.</p> <p>Color: Ultra White and a wide range of colors possible, including safety colors</p>
	<p style="text-align: center;"><b>APPLICATION CONDITIONS</b></p> <p>Temperature: 55°F minimum, 110°F maximum (air, surface, and material) At least 5°F above dew point</p> <p>Relative humidity: 85% maximum</p> <p>Refer to product Application Bulletin for detailed application information.</p>
	<p style="text-align: center;"><b>ORDERING INFORMATION</b></p> <p>Packaging: Parts A &amp; B: 1 and 5 gallon containers</p> <p>Weight per gallon: 10.78 ± 0.2 lb mixed, may vary by color</p>
<p>The systems listed above are representative of the product's use. Other systems may be appropriate.</p>	<p style="text-align: center;"><b>SAFETY PRECAUTIONS</b></p> <p>Refer to the MSDS sheet before use.</p> <p>Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.</p>

101.21  
FORMERLY D49

# PROMAR® 400

## INTERIOR LATEX EG-SHEL ENAMEL

### B20W400 SERIES

CHARACTERISTICS	SPECIFICATIONS	SURFACE PREPARATION									
<p>ProMar 400 Interior Latex Eg-Shel Enamel is a durable, economical, interior vinyl acrylic finish for use on walls, ceilings, and trim of primed plaster, wallboard, wood, masonry, and primed metal</p>	<p><b>ALUMINUM</b> 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p> <p><b>GALVANIZED STEEL</b> 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p> <p><b>BLOCK</b> 1 ct. ProMar Int/Ext Block Filler 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p> <p><b>DRYWALL</b> 1 ct. ProMar 400 Latex Wall Primer 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p> <p><b>PLASTER</b> 1 ct. Wall and Wood Primer 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p> <p><b>MASONRY</b> 1 ct. ProMar 400 Latex Wall Primer or 1 ct. ProMar Int/Ext Block Filler 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p> <p><b>STEEL, ALKYD PRIMER</b> 1 ct. Kem Kromik Metal Primer or 1 ct. Kem Kromik Universal Metal Primer 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p> <p><b>STEEL, LATEX PRIMER</b> 1 ct. DTM Primer/Finish 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p> <p><b>WOOD, COMPOSITION BOARD</b> 1 ct. Wall and Wood Primer 2 cts. ProMar 400 Interior Latex Eg-Shel Enamel</p>	<p>Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with ProBlock Primer Sealer.</p> <p><b>ALUMINUM &amp; GALVANIZED STEEL</b> All corrosion must be removed with sandpaper, steel wool, or other abrading method.</p> <p><b>DRYWALL</b> Fill cracks and nail holes with patching paste/spackle and sand smooth. Joint compounds must be cured and sanded smooth. Remove all sanding dust.</p> <p><b>MASONRY, CONCRETE, CEMENT, BRICK, BLOCK</b> All surfaces must be cured according to the supplier's recommendations. Remove all form release and curing agents. Rough surfaces can be filled to provide a smooth surface (see Block Filler data page for details).</p> <p><b>PLASTER</b> Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.</p> <p><b>STEEL</b> Rust and mill scale must be removed using sandpaper, steel wool or other abrading method. Bare steel must be primed the same day as cleaned.</p>									
<p><b>COLORS:</b> Pure White, Antique White, and Dover White</p> <p><b>COVERAGE:</b> 400 sq. ft./gal @ 4 mils wet 1 2 mils dry Touch 1 hr</p> <p><b>DRYING TIME @77° F, 50% RH:</b> Recoat. 24 hrs</p> <p><b>FLASH POINT:</b> 201° F</p> <p><b>FINISH:</b> 10-20 units @ 85°</p> <p><b>SOLVENT/REDUCER:</b> Water</p> <p><b>TINTING WITH BLEND-A-COLOR:</b></p> <table border="1"> <thead> <tr> <th>BASE</th> <th>OZ/GAL</th> <th>STRENGTH</th> </tr> </thead> <tbody> <tr> <td>Pure White</td> <td>0-4</td> <td>100%</td> </tr> <tr> <td>Package Colors</td> <td>0-4</td> <td>not controlled</td> </tr> </tbody> </table> <p><b>VEHICLE TYPE:</b> Vinyl Acrylic</p> <p><b>VOC (MAXIMUM AS PACKAGED):</b> 101 lbs./gal 121 grams/liter</p> <p><b>VOLUME SOLIDS:</b> 29 ± 2%</p> <p><b>WEIGHT SOLIDS:</b> 43 ± 2%</p> <p><b>WEIGHT PER GALLON:</b> 10.3 lbs</p>	BASE	OZ/GAL	STRENGTH	Pure White	0-4	100%	Package Colors	0-4	not controlled		
BASE	OZ/GAL	STRENGTH									
Pure White	0-4	100%									
Package Colors	0-4	not controlled									
<p>Meets the performance requirements, not necessarily composition, of Federal Specification: TT-P-2119 Class II</p>											



101.21  
FORMERLY D49

# PROMAR<sup>®</sup> 400

## INTERIOR LATEX EG-SHEL ENAMEL

### B20W400 SERIES

<u>SURFACE PREPARATION</u>	<u>APPLICATION</u>	<u>CAUTIONS</u>
<p><b>WOOD</b> Sand any exposed wood to a fresh surface. Patch all nail holes and imperfections with a wood filler or putty and sand smooth</p> <p><b>MILDEW</b> Mildew must be removed before painting by washing with a solution of 1 qt household bleach and 3 qts. of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. <b>DO NOT ADD DETERGENTS OR AMMONIA TO THE BLEACH/WATER SOLUTION.</b></p>	<p><b>BRUSH</b> No reduction necessary. Use a nylon/polyester brush.</p> <p><b>ROLLER</b> No reduction necessary Use a 3/8" - 3/4" nap synthetic roller cover.</p> <p><b>PAD</b> No reduction necessary.</p> <p><b>SPRAY-AIRLESS</b> Pressure .. . . . . 2000 psi Tip .. . . . . 017"-.021" Reduction .. . . . . none</p> <p><b>SPRAY-CONVENTIONAL</b> Air Pressure .. . . . . 40-60 psi Fluid Pressure .. . . . . 20 psi Cap/Tip .. . . . . 704/FX Reduction .. . . . . up to 1 pint/gallon</p>	<p>Do not apply at temperatures below 50° F. Protect From Freezing Non-Photochemically reactive.</p> <p><b>CAUTIONS</b> Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH/MSHA TC23C or equivalent) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. <b>FIRST AID:</b> In case of eye contact, flush thoroughly with large amounts of water. Get medical attention if irritation persists. If swallowed, get medical attention immediately. <b>DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.</b></p> <p style="text-align: right;">GB47(11/83)</p>
	<p><b><u>CLEANUP INFORMATION</u></b> Clean spills and spatters immediately with soap and warm water. Clean hands and tools immediately after use with soap and warm water. Flush spray equipment after cleaning with mineral spirits to prevent rusting of the equipment. Follow manufacturers safety recommendations</p>	
	<p><b><u>LABEL ANALYSIS</u></b> <b>B20W401</b></p> <p>Pigment by Weight .. . . . . 24% Titanium Dioxide .. . . . . 15% Calcium Carbonate .. . . . . 9%</p> <p>Vehicle by Weight .. . . . . 76% Vinyl Acrylic Resin .. . . . . 16% Water .. . . . . 54% Glycol .. . . . . 2% Additives .. . . . . 4%</p> <p>Total .. . . . . 100%</p>	<p>The information, ratings, and opinions stated here pertain to the material offered at the time of publication and represent the results of tests believed to be reliable. Published technical data and instructions are subject to change.</p>



107.10  
FORMERLY H42

# PROMAR<sup>®</sup>

## INTERIOR/EXTERIOR BLOCK FILLER

### B25W25

<u>CHARACTERISTICS</u>	<u>SPECIFICATION</u>	<u>SURFACE PREPARATION</u>
<p>PROMAR INTERIOR/EXTERIOR BLOCK FILLER IS A HIGH SOLIDS, FULL BODIED, PIGMENTED FILLER FOR USE ON ABOVE GRADE, UNPAINTED, ROUGH MASONRY SURFACES</p>	<p>MASONRY, CONCRETE, CEMENT, BLOCK</p> <p>1 CT. PROMAR INTERIOR/EXTERIOR BLOCK FILLER</p> <p>2 CTS APPROPRIATE TOPCOAT</p>	<p>REMOVE ALL SURFACE CONTAMINATION BY WASHING WITH AN APPROPRIATE CLEANER, RINSE THOROUGHLY AND ALLOW TO DRY. EXISTING PEELING OR CHECKED PAINT SHOULD BE SCRAPED AND SANDED TO A SOUND SURFACE. GLOSSY SURFACES SHOULD BE SANDED DULL.</p>
<p>COLOR: WHITE</p>	<p><u>APPLICATION</u></p>	<p>MASONRY, CONCRETE, CEMENT, BLOCK CONCRETE/BLOCK. REMOVE ALL LOOSE MORTAR AND FOREIGN MATERIAL. SURFACE MUST BE FREE OF LAITANCE, CONCRETE DUST, DIRT, FORM RELEASE AGENTS, MOISTURE CURING MEMBRANES, LOOSE CEMENT AND HARDENERS. CONCRETE AND MORTAR MUST BE CURED AT LEAST 30 DAYS AT 75° ON TILT-UP AND POURED IN PLACE CONCRETE, COMMERCIAL DETERGENTS AND SANDBLASTING MAY BE NECESSARY TO REMOVE SEALERS, RELEASE COMPOUNDS, AND TO PROVIDE AN ANCHOR PATTERN. FILL BUGHOLES, AIR POKETS AND OTHER VOIDS WITH A CEMENT PATCHING COMPOUND.</p>
<p>COVERAGE: 75-125 SQ FT./GAL @17 MILS WET 8.5 MILS DRY</p>		
<p>DRYING TIME @77°F, 60% RH: TOUCH 2 HRS RECOAT: 18 HRS. FOR LATEX TOPCOATS, 48 HRS FOR SOLVENT BASED COATINGS</p>	<p><u>ROLLER</u> NO REDUCTION NECESSARY. USE A 3/8" - 3/4" NAP SYNTHETIC ROLLER COVER</p>	<p><u>MILDEW</u> MILDEW MUST BE REMOVED BEFORE PAINTING BY WASHING WITH A SOLUTION OF 1 QT HOUSEHOLD BLEACH AND 3 QTS OF WARM WATER. APPLY THE SOLUTION AND SCRUB THE MILDEWED AREA. ALLOW THE SOLUTION TO REMAIN ON THE SURFACE FOR 10 MINUTES. RINSE THOROUGHLY WITH CLEAN WATER AND ALLOW THE SURFACE TO DRY 48 HOURS BEFORE PAINTING. WEAR RUBBER GLOVES AND PROTECTIVE CLOTHING. DO NOT ADD DETERGENTS OR AMMONIA TO THE BLEACH SOLUTION.</p>
<p>FLASH POINT: 201°F</p>	<p><u>PAD</u> NO REDUCTION NECESSARY</p>	
<p>FINISH: 0-5 UNITS @85°</p>	<p><u>SPRAY - AIRLESS</u> PRESSURE . . . . . 2000 PSI TIP . . . . . 028" REDUCTION . . . . . UP TO 1 PT./GAL</p>	
<p>SOLVENT/REDUCER: WATER</p>	<p><u>SPRAY - CONVENTIONAL</u> NOT RECOMMENDED</p>	
<p>TINTING WITH BLEND-A-COLOR: BASE OZ./GAL STRENGTH WHITE 0-2 NOT CONTROLLED</p>	<p><u>LABEL ANALYSIS</u> B25W25</p>	
<p>VEHICLE TYPE: ACRYLIC</p>	<p>PIGMENT BY WEIGHT . . . . . 60%</p> <p>TITANIUM DIOXIDE . . . . . 2%</p> <p>CALCIUM CARBONATE . . . . . 51%</p> <p>SILICA/SILICATES . . . . . 7%</p>	
<p>VOC (MAXIMUM AS PACKAGED): 44 LBS./GAL 55 GMS./LITER</p>	<p>VEHICLE BY WEIGHT . . . . . 40%</p> <p>VINYL ACRYLIC/ACRYLIC RESIN . . . . . 8%</p> <p>WATER . . . . . 29%</p> <p>GLYCOL/ALCOHOLS . . . . . 1%</p> <p>ADDITIVES . . . . . 2%</p>	
<p>VOLUME SOLIDS: 50 ± 2%</p>	<p>TOTAL . . . . . 100%</p>	
<p>WEIGHT SOLIDS: 70 ± 2%</p>		
<p>WEIGHT PER GAL.: 13.6 LBS</p>		



*Industrial and Marine Coatings*

VOL. 50 PG 719 2.11

# KEM KROMIK® UNIVERSAL METAL PRIMER

B50NZ6  
B50WZ1  
B50HZ1

BROWN  
OFF-WHITE  
BUFF

PRODUCT INFORMATION		Revised 1/97																										
PRODUCT DESCRIPTION		RECOMMENDED USES																										
<p><b>KEM KROMIK UNIVERSAL METAL PRIMER</b> is a low VOC, modified alkyd resin primer designed for use over iron and steel substrates. Can be used as a "universal" primer under high performance topcoats and is also suitable as a "barrier" coat over conventional coatings which would normally be attacked by strong solvents in high performance coatings.</p> <ul style="list-style-type: none"> <li>• High film build</li> <li>• Corrosion resistant</li> <li>• Suitable for use in USDA inspected facilities.</li> </ul>		<p>For use over prepared steel.</p> <ul style="list-style-type: none"> <li>• "Universal" primer</li> <li>• "Barrier" coating</li> <li>• Interior / exterior metal primer</li> <li>• Structural steel</li> <li>• Marine Vessels</li> <li>• Shopcoat primer</li> <li>• Maintenance primer</li> <li>• Equipment / machinery</li> </ul>																										
PRODUCT CHARACTERISTICS		PERFORMANCE CHARACTERISTICS																										
<p><b>Finish:</b> Flat</p> <p><b>Color:</b> Brown, Off White, Buff</p> <p><b>Volume Solids:</b> 51% ± 2%</p> <p><b>Weight Solids:</b> 72% ± 2%</p> <p><b>VOC (calculated):</b> 415 g/L, 3.45 lb/gal</p> <p><b>Recommended Spreading Rate per coat:</b></p> <table border="0"> <tr> <td>Wet mils</td> <td>60 - 80</td> </tr> <tr> <td>Dry mils</td> <td>30 - 40</td> </tr> <tr> <td>Coverage</td> <td>204 - 273 sq ft/gal approximate</td> </tr> </table> <p><b>NOTE</b> Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance</p> <p><b>Drying Schedule @ 6.0 mils wet @ 50% RH:</b></p> <table border="0"> <tr> <td></td> <td><b>@ 40°F</b></td> <td><b>@ 77°F</b></td> <td><b>@ 110°F</b></td> </tr> <tr> <td>To touch:</td> <td>2 hours</td> <td>30 minutes</td> <td>15 minutes</td> </tr> <tr> <td>Tack free:</td> <td>2½ hours</td> <td>1 hour</td> <td>20 minutes</td> </tr> <tr> <td>To recoat with itself and alkyds</td> <td>2½ hours</td> <td>1 hour</td> <td>45 minutes</td> </tr> <tr> <td>To recoat with high performance/hot solvent topcoats</td> <td>36 hours</td> <td>16 hours</td> <td>16 hours</td> </tr> </table> <p>Note. For maximum adhesion, acrylic topcoats require 48 - 72 hours drying of primer.</p> <p>Drying time is temperature, humidity, and film thickness dependent.</p> <p><b>Shelf Life:</b> 36 months, unopened, at 77°F</p> <p><b>Flash Point:</b> 80°F, PMCC</p> <p><b>Reducer/Clean Up:</b> Xylene, R2K4, clean up only</p>		Wet mils	60 - 80	Dry mils	30 - 40	Coverage	204 - 273 sq ft/gal approximate		<b>@ 40°F</b>	<b>@ 77°F</b>	<b>@ 110°F</b>	To touch:	2 hours	30 minutes	15 minutes	Tack free:	2½ hours	1 hour	20 minutes	To recoat with itself and alkyds	2½ hours	1 hour	45 minutes	To recoat with high performance/hot solvent topcoats	36 hours	16 hours	16 hours	<p><b>System Tested:</b> (unless otherwise indicated) Substrate: Steel Surface Preparation: SSPC-SP8 Finish: 1 ct. Kem Kromik Universal @ 3.0 mils dft</p> <p><b>Abrasion Resistance:</b> Method: ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load Result: 250 mg loss</p> <p><b>Adhesion:</b> Method: ASTM D4541 Result: 260 psi</p> <p><b>Direct Impact Resistance:</b> Method: ASTM G14 Result: 70 in. lbs</p> <p><b>Dry Heat Resistance:</b> Method: ASTM D2485 Result: 200°F</p> <p><b>Flexibility:</b> Method: ASTM D522, 180° bend, 1/4" mandrel Result: Passes</p> <p><b>Moisture Condensation Resistance:</b> Method: ASTM D4585, 100°F, 500 hours Result: Good</p> <p><b>Pencil Hardness:</b> Method: ASTM D3363 Result: H</p> <p><b>Salt Fog Resistance:</b> Method: ASTM B117, 500 hours Result: Good</p> <p><b>Thermal Shock:</b> Method: ASTM D2246, 5 cycles Result: Passes</p> <p>Provides performance comparable to products formulated to federal specifications. TT-P-86H, Type III and IV, TT-P-664D</p>
Wet mils	60 - 80																											
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	<b>@ 40°F</b>	<b>@ 77°F</b>	<b>@ 110°F</b>																									
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The Sherwin-Williams Company  
Adhesives & Sealants  
601 Canal Road  
Cleveland, Ohio 44113  
(216) 566 2877

No. C-850 Date 1/1/92

### ACRYLIC LATEX CAULK (10 yr.)

C-850 Acrylic Latex Caulk is a flexible acrylic white, water-based caulk for use in sealing cracks or joints in between wood, metal, masonry, glass, ceramic, plaster and many plastics. C-850 seals out moisture, air, dust, dirt, insects and noise. C-850 may be top coated with latex or oil base paint 30 minutes after application and can be used on interior as well as exterior locations. For best results, caulk should be completely cured before painting. C-850 is treated with fungicide to protect the caulk from mildew growth. C-850 is easy to work with, not stringy or coarse and flows smoothly into all cracks and joints. Guaranteed 10 years. If this material fails 10 years after application, an equal amount of material will be replaced at no cost after inspection and upon submission of proof of purchase.

#### PROPERTIES:

Composition:	Acrylic emulsion
Solvent:	Water
Extrudability:	Excellent even at low temperatures
Adhesion:	Excellent to most common building materials
Exterior Weather:	Does not crack, discolor or lose adhesion
Volatiles:	18-20%
Shore A Hardness:	45 ± 5 when fully cured
Shelf life:	One year at room temperature
Freeze-thaw:	Stable through 5 cycles
Sag:	None in 3/8" bead
Paintability:	After 30 minutes or complete cure with latex or oil paint
W.P.G.:	13.0 ± 0.2 lb.
Clean-up:	Soapy water while wet
Coverage:	Approx. 20 linear ft./10.5 oz. tube with 1/4" bead

#### DIRECTIONS:

Surfaces to be sealed should be sound, dry, free of oils, dust, mortar spatter, release agents, old caulking bitumen, old paint or other contaminants. Cut cartridge spout at 45° angle to desired bead size. Apply in continuous bead. Smooth and trim caulk with water and finger or appropriate tool. Clean up with water when wet.

#### PROPER APPLICATIONS:

Joints deeper than 1/2" should be filled to within 1/2" of the surface with polyethylene rod or closed cell urethane foam. Fill remaining joint with caulk and tool within 5 minutes of application. Do not use a tub caulk. Do not use when rain storms are expected. Do not apply at temperatures below 40° F.

#### CAUTION:

DO NOT TAKE INTERNALLY - KEEP OUT OF REACH OF CHILDREN - CLOSE CONTAINER AFTER USE.

#### PACKAGING:

C-850 is packaged 12 cartridges per case.

vo. 50 p6122

**Important Notice to Purchaser:**

All statements, technical information and recommendations contained herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, express or implied

Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Neither seller nor manufacturer shall be liable for any injury, loss, or damage, direct or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for his intended use, and user assumes all risk and liability whatsoever in connection therewith. No statement or recommendation not contained herein shall have any force or effect unless in an agreement signed by officers of seller and manufacturer.

Since the manufacturer of the product described in this technical data sheet has no means of controlling the final use of the product by the consumer or user, it is the responsibility of the immediate purchaser and any intermediate seller or sellers to inform the user of the purposes for which the product may be fit and suitable and of the properties of the product, including the precautionary measures which must be taken in order to ensure the safety of the user and of other third persons and property.

PROJECT: UPSHUR COUNTY JUSTICE CENTER.  
 CALMER TEXAS  
 ATTN: ART FOSTER  
 FROM: JONES-BLAIN PAINT  
 AMARILLO, TX

EXTERIOR FINISHES

LATEX BLOCK FILLER	7.00 per gallon
LATEX PRIMER	8.35 " "
ACRYLIC LATEX HOUSE PAINT	8.40 " "
ALKYD METAL PRIMER (RED OXIDE)	14.00 " "
ALKYD GLOSS ENAMEL	14.00 " "
DAP LATEX CAULKING #800	1.85 per TUBE
10.1 OZ PER TUBE	

INTERIOR FINISHES

LATEX BLOCK FILLER	7.00 per gallon
LATEX WALL PRIMER	6.40 " "
LATEX SATIN WALL PAINT	8.60 " "
WATER BASE ACRYLIC EPOXY	21.00 " "
PRIMER FOR EPOXY	6.40 " "

DATA SHEET AND MSDS SHEETS  
 WILL BE SENT BY MAIL

FILED  
 REX A. SHAW  
 COUNTY CLERK  
 98 APR 13 AM 10:59  
 UPSHUR COUNTY, TX.  
 DEPUTY

THANKS *John W. [Signature]*

ALL PRICES ARE DELIVERED PREPAID  
 TO JOB SITE

FROM :

PHONE NO. :

Oct. 24 1997 05:04AM P1

**(REBID)  
ADDITIONS AND ALTERATIONS TO  
UPSHUR COUNTY JUSTICE CENTER  
GILMER TEXAS**

March 26, 1998

**ADDENDUM NO. 2**

*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 3-PAINT" AND MODIFY WITH THE FOLLOWING SECTION 01012 \* BID PROPOSAL, "ITEM 3-PAINT".**

**ITEM 3: PAINT,** Furnish to job site materials only (no labor, no bid bond and no performance bond) for a per gallon unit price for paint material including block fill, epoxy paint, caulking for joints, paint for new exterior masonry, as shown on the drawings and in the specifications and as stated below:

Unit price per gallon for Enamel Primer \$ \_\_\_\_\_  
Unit price per gallon for Enamel Finish \$ \_\_\_\_\_

Unit price per gallon for Epoxy Primer \$ \_\_\_\_\_  
Unit price per gallon for Epoxy Finish \$ \_\_\_\_\_

Unit price per gallon for Latex Primer \$ \_\_\_\_\_  
Unit price per gallon for Latex Finish \$ \_\_\_\_\_

Unit price per gallon for Block Fill \$ \_\_\_\_\_

Unit price per gallon for Red Oxide Primer \$ \_\_\_\_\_

Unit price per tube of caulk \$ \_\_\_\_\_

(State size of tube)



**J. McDONALD  
ARCHITECTS, INC.**

**-End of Addendum No. 2-**

# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

04/01/98

**PRODUCER**  
 Hanafin Bates & Assoc., Inc  
 8144 Walnut Hill Lane, Suite 1081, LB54  
 Dallas, TX 75231  
 214-346-1500                      FAX 214-346-1533

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	Reliance Insurance Company of Illinois
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	United Pacific Insurance Company
COMPANY LETTER	E	

**INSURED**  
 Gay & Son Masonry, Inc  
  
 2000 Goodnight Ct.  
 Granbury, TX 76049

50 PG 105

**COVERAGES**

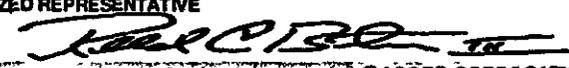
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONTRACTORS PROT.	NGB0128236-02	04/01/98	04/01/99	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
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE \$
C	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
D	<b>WORKERS COMPENSATION</b> EMPLOYERS LIABILITY	NWA0117768-04	01/01/98	12/31/98	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT \$ 1,000,000 DISEASE - POLICY LIMIT \$ 1,000,000 DISEASE - EACH EMPLOYEE \$ 1,000,000
E	<b>OTHER</b>				LIMITS \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**  
 1 Certificate Holder is an additional insured as respects General Liability ALSO DINOSAUR VALLEY NAMED ADD INS ON G L WITH WAIVER OF SUB ON W C & G L 2 Certificate Holder is provided with a Waiver of Subrogation for General Liability 3. Certificate Holder is provided with a Waiver of Subrogation for Workers Compensation 4 Insured is afforded Workers Compensation & Employers Liability as a co-employer under the policy for employees leased from AMS Staff Leasing, Inc. 5. Coverage is certified as respects UPSHUR COUNTY JAIL, GILMER TX

**CERTIFICATE HOLDER**  
 Upshur County Commissioners Court  
 Upshur County Courthouse  
 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**  


# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
4/3/98

**PRODUCER**  
Aon Risk Services of Texas, Inc.  
2000 Bering Drive, Suite 900  
Houston, Texas 77057  
713-430-6000

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.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Gay & Son Masonry, Inc.  
2000 Goodnight Ct.  
Granbury, TX 76049

INSURER A **Hartford Fire Insurance Company**  
INSURER B \_\_\_\_\_  
INSURER C \_\_\_\_\_  
INSURER D \_\_\_\_\_  
INSURER E \_\_\_\_\_

**COVERAGES**

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 AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE OCCUR				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
	GEN L AGGREGATE LIMIT APPLIES PER				PRODUCTS COMP OP AGG \$
	POLICY PRO JECT LOC				
	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
A	ANY AUTO	61UENMS3220 (TX)*	3/31/98	02-18-99	
A-X	ALL OWNED AUTOS	61UENMS3221 (O/S)*	3/31/98	02-18-99	BODILY INJURY (Per person) \$
-X	SCHEDULED AUTOS				
-X	HIRED AUTOS				BODILY INJURY (Per accident) \$
-X	NON OWNED AUTOS				
					PROPERTY DAMAGE (Per accident) \$

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<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b>				WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$	
<b>A of Physical Damage</b> <b>A</b>	61UENMS3220 (TX) 61UENMS3221 (O/S)	3/31/98 3/31/98	02-18-99 02-18-99	Deductibles: \$500 Comp. \$500 Collision	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS <b>Waiver of Subrogation and Additional Insured afforded Certificate Holder as required by written contract.</b>					

FILED  
 TEXAS  
 CLERK  
 APR 13 AM 10:59  
 UPSHUR COUNTY, TX.

<b>CERTIFICATE HOLDER</b> Upshur County Commissioners Court Upshur County Courthouse Gilmer, TX 75644	<b>ADDITIONAL INSURED, INSURER LETTER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE <i>Tom H. Krasche</i>
--	---	---

ACORD 25-S (7/97)

© ACORD CORPORATION 1988

VOL 50 PG 728

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon

Agenda for  
4-13-98

Inmate Court to  
Contest

VOL 50 PG 729

Upshur-Gregg Soil and Water Conservation District No. 417  
521-A Cypress St., Gilmer, TX 75644

April 2, 1998

Judge Charles L. Still  
Upshur County Judge  
P.O. Box 730  
Gilmer, TX 75644

Dear Judge Still,

The Directors of the Upshur-Gregg Soil and Water Conservation District would like to invite you and your commissioners to our annual Woodland Contest.

It will be Wednesday, April 15, 1998 at 1:30 p.m. Contest will be held on Dean Lumber Company land on South Montgomery Street in Gilmer. (See attached map).

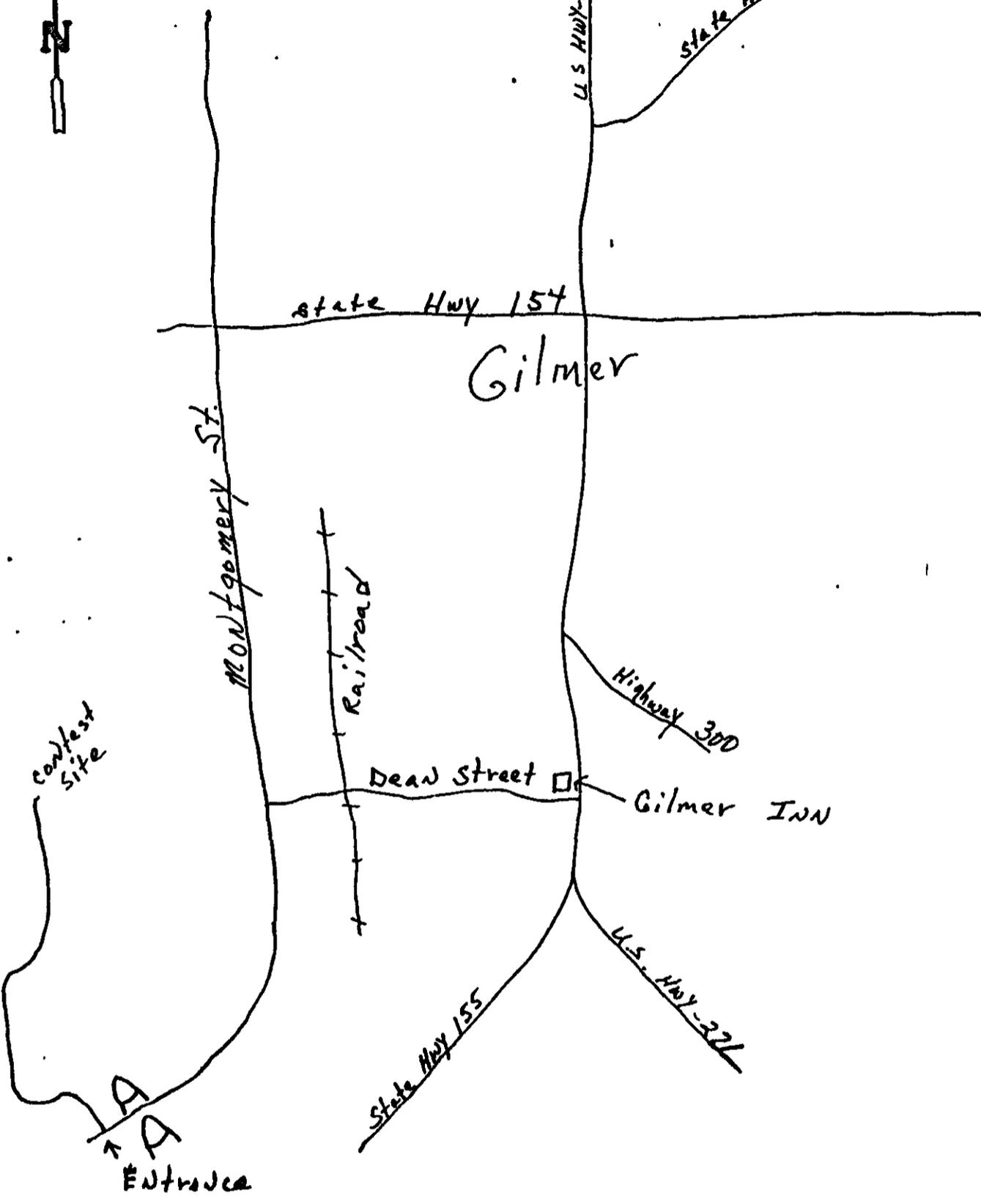
Please call the Natural Resources Conservation Office at 843 2728 by April 14th and let us know if you plan to attend or if you have any questions.

Sincerely,

*Wendy Combs*

Wendy Combs  
District Technician

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:59  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY



**GARY R. TRAYLOR & ASSOCIATES INCORPORATED**  
*Governmental Consultants and Planners*

*Serving Political Subdivisions  
Throughout Texas*

*Of Counsel:  
Mr. Thomas E. Barber*

April 2, 1998

Ms Sara Dumas  
Upshur County Economic Development Director  
P O Box 788  
Gilmer, Texas 75644

Dear Sara

As a recipient of Texas Community Development grant funds on behalf of Diana Water Supply Corporation, the County certified to affirmatively further fair housing. One of the activities that will satisfy this requirement is to designate April as "Fair Housing Month" and publish an ad in the local newspaper of the Proclamation

Enclosed are two copies of the Proclamation which when adopted by the Commission will fulfill your equal opportunity/fair housing commitment. Please place consideration of this Proclamation on your next Commission agenda. Also enclosed is the ad which should be published one time during the month of April in a local newspaper. If you would see that this ad is published, then send the bill for the publication to Diana WSC for payment.

Please return one copy of the Proclamation and the actual newspaper ad to me at your earliest convenience.

Thank you for your assistance with the County's fair housing activity. If you need additional information or should there be any questions, please let me know.

Sincerely,



Diann Brown  
Grant Administrator

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:58  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
REPLITY

Enclosures: Fair Housing Proclamation (2)  
Fair Housing Notice

c: Diana Water Supply Corporation

D17A-D1 *Funding Research / Application Preparation / Grant Procurement / Government Liaison / Grant Administration  
Financial Management / HUD Programs / TDOC Programs / Economic Development / Cost/Revenue Analysis / Utility Rate Studies*

201 CAMBRIDGE ROAD / PO BOX 7035 / TYLER, TEXAS 75711-7035 / TELEPHONE (903) 581-0500 / FAX (903) 581-4245  
PYRAMID PLAZA BUILDING, SUITE 350 / 3223 LOOP 289 / LUBBOCK, TEXAS 79423-1334 / TELEPHONE (806) 793-1823 / FAX (806) 795-7411

**PROCLAMATION**

**WHEREAS**, the Department of Housing and Urban Development has initiated the sponsorship of activities during the month of April, 1998 designed to reinforce the Department's commitment to the concept of Fair Housing and Equal Opportunity; and,

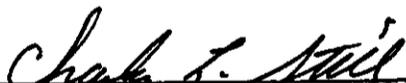
**WHEREAS**, Upshur County affirmatively supports federal objectives related to Fair Housing and Equal Opportunity.

**NOW, THEREFORE**, I, Charles L. Still, County Judge of Upshur County, Texas, do hereby proclaim the month of April, 1998 as:

**"FAIR HOUSING MONTH"**

and urge all local officials and public and private organizations to give full and requisite consideration to this timely and important policy component.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of Upshur County to be affixed this the 13th day of April, 1998.

  
\_\_\_\_\_  
Charles L. Still, County Judge

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

WHEREAS, Commissioners Court of Upshur, Texas has become the owner of certain real property (see attached) by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff pursuant to an order of the District Court in Cause No. 95-57TX

County of Upshur vs VERNON NOBLES

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

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

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

GERALD H. DURHAM  
RT 7 BOX 827 P-3  
GILMER, TX 75644

For and in consideration of the cash sum of \$ 38,000.00, said \$ 38,000.00 to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 13th day of April, 1998

*Charles F. Hill*  
County Judge  
(Seal)

Attest: Secretary  
*Wanda Lindsey*  
Commissioner Prec. 1  
*Tommy Stanley*  
Commissioner Prec. 2  
*[Signature]*  
Commissioner Prec. 3  
*[Signature]*  
Commissioner Prec. 4

FILED  
REX A SHAW  
COUNTY CLERK  
98 APR 13 AM 10:59  
UPSHUR COUNTY, TX.  
DEPUTY



VOL 50 PG 734

**GRIFFITH & BENNETT, P.C.**  
A Professional Legal Corporation

DAVID B. GRIFFITH  
Board Certified Personal Injury Trial Law  
Texas Board of Legal Specialization

ROBERT D. BENNETT  
Attorney at Law

TERRI W. GRIFFITH  
Attorney at Law

P.O. Box 864  
404 N. Titus  
Gilmer, Texas 75644-0864  
Telephone (903) 843-5005  
FAX (903) 843-5392

March 26, 1998

HAND DELIVERED

Mr. Rex Shaw  
Upshur County Clerk  
Upshur County Courthouse  
Gilmer, TX 75644

RE Recount Committee Report

Dear Mr. Shaw:

Please find enclosed the Recount Committee Report, which I would ask that you file in your records. Please return a file-marked copy of this letter and Report for our file.

Thank you for your courtesy and cooperation in this matter.

Sincerely,

DAVID B. GRIFFITH  
Upshur County Democratic Chairman

DBG/ra

Enc.

c: Mr. Mike Smith  
Tax Assessor-Collector  
P.O. Box 730  
Gilmer, TX 75644

FILED  
REX A. SHAW  
COUNTY CLERK  
98 MAR 30 PM 2:23  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:58  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_ DEPUTY

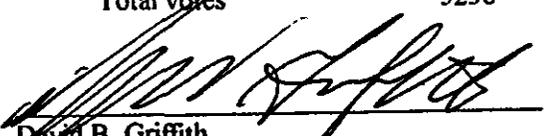
3 / 1

**RECOUNT COMMITTEE REPORT ( CORRECTED)**

*3/25/98*

This report shall constitute a report of the vote count by precinct, relying on the Recount Committee's report for Upshur County, Texas

Precinct	Bishop	Cone
1	89	121
2 & 3	65	65
4 (11 and 17 consolidated)	165	130
5	54	45
6	47	59
7	178	148
8	60	82
9	257	231
10	18	20
11 (combined with 4 above)		
12	100	143
13	156	132
14	183	169
15	350	503
16	86	79
17 (combined with 4 above)		
18 & 19	104	110
20	60	72
Early Ballots	580	575
Total	2552	2684
Total votes:	5236	

  
David B. Griffith  
Upshur County Democratic Chairman

FILED  
REX A. SHAW  
COUNTY CLERK  
98 MAR 30 PM 2:23  
UPSHUR COUNTY, TX  
BY \_\_\_\_\_  
DEPUTY

VOL 50 PG 736

04/09/98 THU 09:40 FAX 1 903 843 5492

UPSHUR-AUDITOR

(200)

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned, R.T.C.CO., 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 ELDERBERRY, ASPEN, HOLLY TO HWY. 155

2.  
First Party agrees to use its vehicles 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, first party in county.

4.  
First Party agrees to put said road back into the same condition it was prior to the commencement of hauling operations on the road 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.

Brian Butnell  
First Party Signature  
P.O. BOX 16  
Street or Box  
NEW LONDON, TX. 75682  
City, State and Zip Code  
903-895-4584

Chas. J. Hill  
County Judge  
John J. Hill  
Commissioner 1  
John J. Hill  
Commissioner 2  
John J. Hill

FILED  
REX A SHAW  
COUNTY CLERK  
98 APR 13 AM 10:57  
UPSHUR COUNTY, TX

SPECIAL ROAD USE AGREEMENT CONTRACT

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

The undersigned R T C CO., 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) \_\_\_\_\_

ELDERBERRY, ASPEN, HOLLY TO HWY. 155

2.  
First Party agrees to use its vehicles in such a manner as not to block or interfere with other traffic on said road, so that said road will be open to travel by the public at all times.

3.  
First party agrees to grade, maintain and otherwise repair said road, using its own equipment, labor and materials, if any needed, during the duration of time that First Party is removing GRAVEL 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.

\_\_\_\_\_  
First Party Signature

P.O. BOX 16  
Street or Box

NEW LONDON, TX. 75682  
City, State and Zip Code

903-895-4584  
Telephone

MORRISON  
Timber Tract

4-9-98  
Date Signed

Charles Smith  
County Judge

James Lindsey  
Commissioner 1

Tommy Staley  
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 STEITLER LAND AND TIMBER CO., 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) \_\_\_\_\_

MULBERRY AND ORANGE RD.

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.

Ronald Steitler  
First Party Signature

Charles Steitler  
County Judge

RT. 1 BOX 47A  
Street or Box

Wade Rudy  
Commissioner 1

BIVINS, TX. 75555  
City, State and Zip Code

Tommy Steitler  
Commissioner 2

903-832-1764  
Telephone

[Signature]  
Commissioner 3

GILBERT  
Timber Tract

[Signature]  
Commissioner 4

4-8-98  
Date Signed

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

Permit issued for a period not to exceed 90 days.

FILED  
REX A. SHAW  
COUNTY CLERK  
988 APR 13 AM 10:57  
UPSUR COUNTY, TX.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ( )

The undersigned BATEY LOGGING, 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) \_\_\_\_\_

\_\_\_\_\_ GIRAFFEE \_\_\_\_\_

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  
RT. 6 BOX 78-B-1  
Street or Box  
PITTSBURG, TX. 75686  
City, State and Zip Code  
903-856-2178  
Telephone  
CASTLOO  
Timber Tract  
4-6-98  
Date Signed

[Signature]  
County Judge  
[Signature]  
Commissioner 1  
[Signature]  
Commissioner 2  
[Signature]  
Commissioner 3  
[Signature]  
Commissioner 4  
\_\_\_\_\_  
Date Signed

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:57  
UPSHUR COUNTY, TX.  
DEPUTY

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 NICHOLS LOGGING, 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) \_\_\_\_\_

GOOSE RD.

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.

[Signature]  
First Party Signature

P.O. BOX 1137  
Street or Box

MT. PLEASANT, TX. 75456  
City, State and Zip Code

903-573-4818  
Telephone

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

4-6-98  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

FILED  
REX A SHAW  
COUNTY CLERK  
98 APR 13 AM 10:57  
UPSHUR COUNTY, TX.  
BY \_\_\_\_\_  
DEPUTY

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 HALE FORESTRY INC., 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) \_\_\_\_\_

PALM AND FIR  
\_\_\_\_\_  
\_\_\_\_\_

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.

Randy A. Mason  
First Party Signature

P.O. BOX 139  
Street or Box

BLOOMBURG, TX. 75556  
City, State and Zip Code

903-728-5738  
Telephone

BOSCO  
Timber Tract

4-6-98  
Date Signed

Chas. H. Stettin  
County Judge

Waddis Rudy  
Commissioner 1

Long Staley  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

FILED  
REX A. SHAW  
CLERK  
98 APR 13 AM 10:57  
UPSHUR COUNTY, TX.

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 PAIGE LOGGING, 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) \_\_\_\_\_

SASSAFRAS

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

RT. 1 BOX 415  
Street or Box

ORE CITY, TX. 75683  
City, State and Zip Code

903-968-6233  
Telephone

WALKER  
Timber Tract  
4-6-98  
Date Signed

[Signature]  
County Judge

[Signature]  
Commissioner 1

[Signature]  
Commissioner 2

[Signature]  
Commissioner 3

[Signature]  
Commissioner 4

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

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:51  
UPSHUR COUNTY, TX.

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 #4

DATE 4-1-98

Formal notice is hereby given that CALEB DAVIDSON whose principal address is RT. 7 BOX 803, GILMER, TX. 75644 does hereby propose to place a CULVERT within the ROW of County Road GIRAEFF. 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 Caleb Davidson TITLE \_\_\_\_\_

725-7364

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:

FILED  
REX A. SHAW  
CLERK  
98 APR 13 AM 11:18  
COUNTY OF UPSHUR  
BY \_\_\_\_\_

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.

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.

Gordon Reed  
Tommy Stahl \_\_\_\_\_  
Caleb Davidson \_\_\_\_\_

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\_\_\_\_

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

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

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

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

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

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF UPSHUR ( )

The undersigned DUNLAP AND SON, 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) \_\_\_\_\_

NUTMEG RD.

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.

X John P. Dunlap  
First Party Signature

Charles H. Stettin  
County Judge

X RT. 1 BOX 321  
Street or Box

Waddis Purley  
Commissioner 1

X DODDRIDGE, ARK 71834  
City, State and Zip Code

Tommy [Signature]  
Commissioner 2

X 870-691-2250  
Telephone

[Signature]  
Commissioner 3

X TUCKER  
Timber Tract

[Signature]  
Commissioner 4

X 4-1-98  
Date Signed

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

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:57  
UPSHER COUNTY, TX

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 PATTERSON AND DAVIS, 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) \_\_\_\_\_

TANGERINE RD.

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.

Bill Patterson  
First Party Signature

Charles Hill  
County Judge

RT. 7 BOX 24  
Street or Box

Wade Lutz  
Commissioner 1

GILMER, TX. 75644  
City, State and Zip Code

Tommy [unclear]  
Commissioner 2

797-6474  
Telephone

[unclear]  
Commissioner 3

FENLAW  
Timber Tract

[unclear]  
Commissioner 4

4-2-98  
Date Signed

[unclear]  
Date Signed

FILED  
REX A SHAW  
COUNTY CLERK  
98 APR 13 AM 10:57  
UPSHUR COUNTY, TX.

Permit issued for a period not to exceed 90 days.

SPECIAL ROAD USE AGREEMENT CONTRACT

THE STATE OF TEXAS ( )  
COUNTY OF UPSHUR ( )

KNOW ALL MEN BY THESE PRESENTS

The undersigned James Taylor, 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) \_\_\_\_\_  
CATALPA RD.

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.

James Taylor  
First Party Signature

RT. 4 BOX 965  
Street or Box

MT. PLEASANT, TX. 75455  
City, State and Zip Code

903-379-6240  
Telephone

LARRY ELLISON  
Timber Tract

4-1-98  
Date Signed

Charles J. Stiff  
County Judge

Geddis Fordy  
Commissioner 1

Joseph Stante  
Commissioner 2

Charles A. Brown  
Commissioner 3

Charles A. Brown  
Commissioner 4

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

FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:57  
UPSHUR COUNTY, TX.  
OFFICE

Permit issued for a period not to exceed 90 days.

**UPSHUR COUNTY COMMISSIONERS COURT**

**APRIL 13, 1998**

**WHEREAS, the President of the United States of America has proposed an Executive Order to create the American Heritage Rivers Initiative; and,**

**WHEREAS, the potential impacts of the Initiative on State management of water resources and on local land use planning and zoning are unknown; and,**

**WHEREAS, the American Heritage Rivers Initiative is an unwarranted intrusion upon State and local authorities and has the potential to evolve into a full federal regulatory program; and,**

**WHEREAS, the Sabine River Authority of Texas (SRA), an agency of the State of Texas, is charged with the responsibility to provide for the water needs of the Sabine Basin; and, approximately 30% of Upshur County is in the Sabine River Basin Watershed.**

**WHEREAS, Upshur County was never contacted concerning nomination of any part of the Sabine River as an American Heritage River and Upshur County is not aware that any other governmental entity or city in the Sabine Basin was ever contacted concerning this nomination;**

**WHEREAS, efforts to revitalize rivers should come from the ground up at the local and state levels, not from the federal bureaucracy; and,**

**WHEREAS, the Commissioner Court of Upshur County feels the efforts to develop or use our free flowing rivers and or to persue any water resource development on the Sabine River or its tributaries, should originate from the local level and should not be mandated from any federal bureaucracy.**

**WHEREAS, the President should withdraw the proposed American Heritage Rivers Initiative and Congress should adopt legislation to prohibit the Administration from implementing this Initiative.**

**N OW, THEREFORE, the Commissioners Court of Upshur County, Texas, resolves that:**

1. The Commissioners Court of Upshur County does not support designation of the Sabine River or any of its tributary streams as an American Heritage River and Requests that the Sabine River be removed from the list of rivers being considered for such designation.
2. The Commissioners Court of Upshur County urges other entities in the Sabine Basin to adopt similar resolutions also opposing such designation.
3. Copies of the Resolution are to be provided to the President, the members of Congress representing the Sabine Basin of Texas, and any other interested party.

UNANIMOUSLY ADOPTED on the 13<sup>th</sup> day of April, 1998.

---

CHARLES L. STILL, COUNTY JUDGE

COMMISSIONER, PCT. 1 *Haddis Lindsey*

COMMISSIONER, PCT. 2 *Tommy Stanley*

COMMISSIONER, PCT. 3

COMMISSIONER, PCT. 4 *Charles L. Still*



ATTEST: REX A. SHAW, COUNTY CLERK

FILED  
REX A. SHAW  
COUNTY CLERK  
UPSHUR COUNTY, TX.  
1998 APR 13 AM 10:58  
BY \_\_\_\_\_ DEPUTY

Date: 4-13-98

COMMISSIONER COURT  
ATTENDANCE SHEET

Name	City of Residence
David L M E Millon	
John ANDRUS	
<del>Paul Potts</del>	One City
Delan Bullfinch	Helmer
Allen Bullfinch	Helmer
Tony Stamps	Helmer
Rn Sheppard	White Oak
Myra Harris	Helmer
Ray Koeder	One City
Bill Bacon	County
Glenn Evans	News-Journal
Phillip Williams	Tyler Morning Telegraph
Mac Overton	Mirror
Alona Higgs	Helmer
Buck Crow	Gilmer

FILED  
REX A SHAW  
98 APR 13 AM 10:57  
CLERK  
COUNTY CLERK  
DEPUTY  
UPSER. COUNTY, TX.

# MCDONALD ARCHITECTS

April 6, 1998

Mr. Ben Shepperd- Upshur County Auditor  
Upshur County Courthouse  
P.O. Box 730  
Gilmer, Texas 75644

Re: Additions & Alterations to the  
Upshur County Justice Center

Dear Mr. Shepperd,

We have reviewed the bid for the quarry tile floor on the above referenced project submitted by Larry's Interiors, Inc., of Kilgore, Texas. We have spoke to Mr. Larry Odom in regards to his scope of work and feel that his bid along with his understanding of the work is in compliance with the plans and specifications.

It is our recommendation to accept this bid and enter in to contract with Larry's Interiors, Inc., for the quarry tile floor (Bid Item 1).

If you have any questions, please call.

Sincerely,

Lamarr McDonald, AIA  
President / Architect  
McDonald Architects, Inc.

LM/sr

cc: Mr. Art Foster - D.V.C.I.  
Mr. Danny Butler - D.V.C.I.



FILED  
REX A. SHAW  
COUNTY CLERK  
98 APR 13 AM 10:58  
UPSHUR COUNTY, TX.  
DEPUTY

ONE SUMMIT AVENUE SUITE 614 FORT WORTH TEXAS 76102

817/335-2882 FAX 817/335-2883



(REBID)  
ADDITIONS AND ALTERATIONS TO  
UPSHUR COUNTY JUSTICE CENTER  
GILMER TEXAS

March 18, 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", AND REPLACE WITH THE FOLLOWING SECTION 01012 " BID PROPOSAL. 01012 BID PROPOSAL (SC)

Date: 4-1-98

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

FILED  
REX A. SHAW  
COUNTY CLERK  
APR 13 AM 10:55  
UPSHUR COUNTY, TX.  
DEPUTY  
ADDENDUM 1 REBID 1 OF 3

**ITEM 1: QUARRY TILE FLOORING** For furnishing all labor and materials for quarry tile floor covering and base, patching existing quarry tile floors in compliance with and as shown on the drawings and in the specifications, FOR THE SUM OF:

Base Bid Six thousand eight hundred ninety 00 \$ 6890<sup>00</sup>

**ITEM 2: 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 3: 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 4: BUILDING ACCESSORIES** For furnishing all labor and materials for all toilet accessories, building plaques, grab bars, glass mirrors, interior signage/ graphics, fire extinguishers and cabinets, as shown on the plans and in the specifications FOR THE SUM OF

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

**ITEM 5: SECTIONAL OVERHEAD DOORS** For furnishing all labor and materials for all sectional overhead doors, as required for new openings (field verify) as shown on the plans and in the specifications FOR THE SUM OF.

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

**ITEM 6: WHEEL CHAIR LIFT** For furnishing all labor and materials for the wheel chair lift, as shown on the plans and in the 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.

ADDENDUM 1 REBID 2 OF 3



# UNIVERSAL SURETY OF AMERICA

950 Echo Lane, Suite 250  
Houston, Texas 77024

## BID BOND

Bond No. TX6831248 00

KNOW ALL MEN BY THESE PRESENTS, that we LARRY'S INTERIORS, INC. RT 1 BOX 255  
Kilgore, TX 75662

as Principal, hereinafter called the Principal, and UNIVERSAL SURETY OF AMERICA, 950 Echo Lane, Suite 250,  
Houston, Texas 77024, as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
UPSHUR COUNTY, P O BOX 730, GILMER, TX as Oblige  
Name, Address, City, State, Zip, Phone Number

hereinafter called the Oblige, in the sum of \*5%\* % of the amount of this bid not to exceed \_\_\_\_\_

**\*\*FOUR HUNDRED DOLLARS & NO/100\*\*** Dollars (\$ \*400.00\* ) for the  
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the principal has submitted a bid for \_\_\_\_\_  
BID ITEM #1 - QUARRY TILE FLOORING

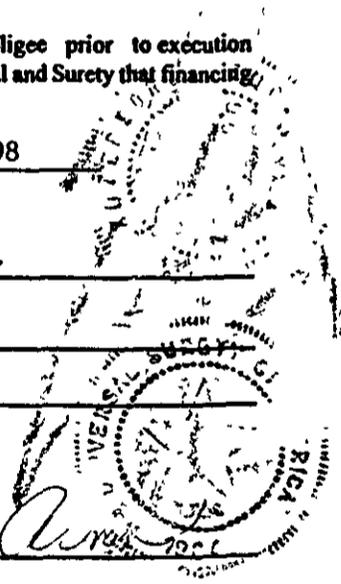
NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified  
in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract; if the Principal  
shall pay to the Oblige the difference 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Oblige prior to execution  
of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing  
has been firmly committed to cover the entire cost of the project

SIGNED, sealed and dated this 31 day of March, 1998

LARRY'S INTERIORS, INC.  
(Principal)  
By: [Signature]  
Title: Larry Odom, President

UNIVERSAL SURETY OF AMERICA  
By: [Signature]



Vol. 50 PG 756

# UNIVERSAL SURETY OF AMERICA

P.O. BOX 1068 •Houston, Texas 77251-1068

## GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Agency Information  
5005005  
Gans & Smith Insurance Agency, Inc.

GPAA  
TX 6831248 00

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

David L. McWhorter  
Philip G. Smith

Jessie M. Savell  
Steven M. McCord  
Patricia A. Hawkins

Hermes E. Payne, Jr.  
Ann Wheeler-Arn

of Longview and State of Texas its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver

Bonds not to exceed \$250,000 00 unless such is accompanied by letter of authority signed by the President, Secretary or Executive Vice President of Universal Surety of America.

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do within the stated limitations, and such authority is to continue in force until 12/31/1998. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984

"Be It Resolved, that the President, and any Vice President, Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company."

"RESOLVED that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 30th day of September, A.D., 1996.

### UNIVERSAL SURETY OF AMERICA

State of Texas  
County of Harris



[Signature]  
John Knox, Jr. President

On this 30th day of September, in the year 1996, before me, Rhonda Kay Wilke, a notary public, personally appeared John Knox, Jr., personally known to me to be the person who executed the within instrument as President, on behalf of the corporation herein named and acknowledged to me that the corporation executed it.



[Signature]  
Rhonda Kay Wilke  
Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in effect.

GIVEN under my hand and the seal of said company, at Houston, Texas, this 31 day of March, 1998

[Signature]  
Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity

For verification of the authority of this power you may telephone (713) 722-4600

1281-1258038

**Allstate**

CUSTOMER NUMBER: CA049385926

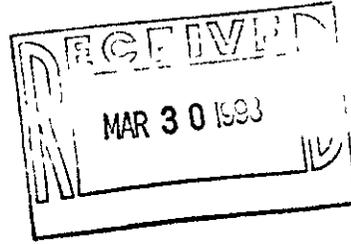
VOL 50 PG 757

RUN DATE: 03-21-98

A.I.P. (CA)

10 49 385926 03 01 0020

DINOSAUR VALLEY CONSTRUCTION  
INC  
PO BOX 7378  
GLEN ROSE, TX 76043



*For Your  
Records*

REPRINT KEY: 1354117



BU114-2

YOU'RE IN GOOD HANDS WITH ALLSTATE®

**Allstate**

50 PG 758

**CERTIFICATE OF INSURANCE**

**EFFECTIVE DATE  
OF CERTIFICATE  
02/17/98**

**ALLSTATE INSURANCE COMPANY  
HOME OFFICE - NORTHBROOK, IL 60062**

hereby certifies that the following insurance is in force:

**POLICYHOLDER  
JEFF W WEST DBA  
PROGRESSIVE MASSONARY  
RR 1 BOX 355  
DIANA, TX 75640**

**POLICY NUMBER  
049385926 TEX**

**POLICY PERIOD  
06/30/97 TO 06/30/98  
AT 12 01 A.M STANDARD TIME**

The person or organization designated below is described in the policy as

**DINOSAUR VALLEY CONSTRUCTION  
INC  
PO BOX 7378  
GLEN ROSE, TX 76043**

- LIENHOLDER (Loss Payable Clause)
- ADDITIONAL INTERESTED PARTY
- ADDITIONAL INSURED
- CERTIFICATE HOLDER

Coverages designated are afforded as stated below:

**LIABILITY \$1,000,000 EACH ACCIDENT**

**To the person or organization stated above:**

This policy, as respects the interest of the loss payee, additional interested party, additional insured or certificate holder named herein, may be cancelled by the Company during the policy period by giving such person or organization 10 days written notice at its last address known to the Company

Proof of such mailing is deemed sufficient proof of such notice

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above

BU1380-1

PAGE 1 OF 1

|||

|

|

BU114-2

**YOU'RE IN GOOD HANDS WITH ALLSTATE®**

**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Endorsement Effective FEBRUARY 17, 1998	Policy Number 049385926 TEX
Named Insured JEFF W WEST DBA PROGRESSIVE MASSONARY	Countersigned by

(Authorized Representative)

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

DINOSAUR VALLEY CONSTRUCTION  
INC  
PO BOX 7378  
GLEN ROSE, TX 76043

(Enter Name and Address of Additional Insured.)

is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give ten days notice to the additional insured.

The additional insured will retain any right of recovery as a claimant under this policy.



Allstate

VOL 50 PG 760

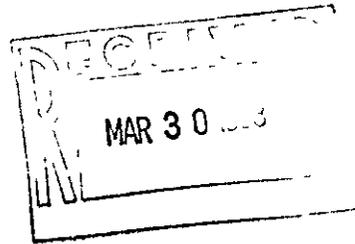
CUSTOMER NUMBER. CA049385926

RUN DATE: 03-21-88

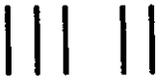
A.I.P. (CA)

10 49 385926 03 01 0020

DINOSAUR VALLEY CONSTRUCTION  
INC  
PO BOX 7378  
GLEN ROSE, TX 76043



REPRINT KEY: 1354133



BU114-2



YOU'RE IN GOOD HANDS WITH ALLSTATE®

**Allstate**

CERTIFICATE OF INSURANCE

VOL 50 PG 761

EFFECTIVE DATE  
OF CERTIFICATE  
02/17/98

ALLSTATE INSURANCE COMPANY  
HOME OFFICE - NORTHBROOK, IL 60062  
hereby certifies that the following insurance is in force

POLICYHOLDER  
JEFF W WEST DBA  
PROGRESSIVE MASSONARY  
RR 1 BOX 355  
DIANA, TX 75640

POLICY NUMBER  
049385926 TEX

POLICY PERIOD  
06/30/97 TO 06/30/98  
AT 12 01 A M. STANDARD TIME

The person or organization designated below is described in the policy as.

DINOSAUR VALLEY CONSTRUCTION  
INC  
PO BOX 7378  
GLEN ROSE, TX 76043

- LIENHOLDER (Loss Payable Clause)
- ADDITIONAL INTERESTED PARTY
- ADDITIONAL INSURED
- CERTIFICATE HOLDER

Coverages designated are afforded as stated below  
LIABILITY \$1,000,000 EACH ACCIDENT

1993 FORD PU F250	1FTHX25M6PKA55704
1991 FORD F700	1FDNF70JIMVA18601

**To the person or organization stated above:**

This policy, as respects the interest of the loss payee, additional interested party, additional insured or certificate holder named herein, may be cancelled by the Company during the policy period by giving such person or organization 10 days written notice at its last address known to the Company

Proof of such mailing is deemed sufficient proof of such notice

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above

BU1380-1

PAGE 1 OF 1



BU114-2

YOU'RE IN GOOD HANDS WITH ALLSTATE®

**ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following.

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
TRUCKERS COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective FEBRUARY 17, 1998	Policy Number 049385926 TEX
Named Insured JEFF W WEST DBA PROGRESSIVE MASSONARY	Countersigned by

(Authorized Representative)

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement

DINOSAUR VALLEY CONSTRUCTION  
INC  
PO BOX 7378  
GLEN ROSE, TX 76043

(Enter Name and Address of Additional Insured.)

is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy

The additional insured is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the additional insured in all matters pertaining to this insurance

We will mail the additional insured notice of any cancellation of this policy. If the cancellation is by us, we will give ten days notice to the additional insured.

The additional insured will retain any right of recovery as a claimant under this policy



**Change Order**  
**Construction Manager-Adviser Edition**  
**AIA Document G701/CMA -**  
**Electronic Format**

OWNER   
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

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**PROJECT**  
 (name address)  
 Additions and Alterations to the Upshur County Justice Center  
 405 North Titus  
 Gilmer, TX 75644

CHANGE ORDER NO. 1  
 INITIATION DATE: March 9, 1998  
 CONTRACT FOR: Masonry  
 CONTRACT DATE: January 12, 1998

**TO CONTRACTOR**  
 (name address)  
 Progressive Masonry & Contracting Services, Inc  
 Rt 1 Box 355  
 Diana, TX 75640

The Contract is changed as follows  
 Plumbing Chase & Activity Room ADD \$ 2,675 00

**Not valid until signed by the Owner, Construction Manager, Architect and Contractor.**

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	402,476 00
Net change by previously authorized Change Orders	\$	-0-
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	402,476.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	2,675 00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	405,151.00

The Contract Time will be (increased)(decreased)(unchanged) by zero (-0-) days  
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

**CONSTRUCTION MANAGER** *Dinosaur Valley Construction, Inc*  
 ADDRESS *P.O. Box 7378  
 Glen Rose, TX 76043*

**ARCHITECT**  
 ADDRESS \_\_\_\_\_

BY *[Signature]* DATE 3-31-98

BY *[Signature]* DATE 3-19-98

**CONTRACTOR**  
 ADDRESS *Rt 1 Box 355 Diana, TX 75640*

**OWNER**  
 ADDRESS \_\_\_\_\_

BY *[Signature]* DATE 3-10-98

BY *[Signature]* DATE 4-9-98

AIA DOCUMENT G701/CMA - CHANGE ORDER - CONSTRUCTION MANAGER-ADVISER EDITION - 1992 EDITION - AIA - COPYRIGHT 1992 - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 WARNING: Unlicensed photocopying violates US 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

**PROGRESSIVE MASONRY & CONTRACTING SERVICES Inc.**  
**JEFF WEST 983-777-4543**

Rt. 1 Box 355 Dime, Texas 75640 March 9, 1998.

Submitted To  
Dinosaur Valley Construction, Inc.  
P O. Box 7378  
Olen Ross, Texas 76043

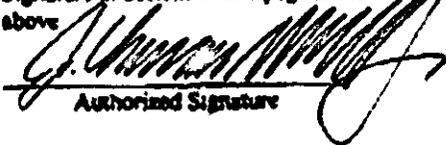
Work to be performed at  
405 North Titus  
Gilmer, Texas 75644

**Plumbing Chases & Activity Room**

- |                 |                        |
|-----------------|------------------------|
| (1) Block       | (6) Wire Reinforcement |
| (2) Block Labor | (7) Dowels & Epoxy     |
| (3) Steel       | (8) Bonding            |
| (4) Concrete    |                        |
| (5) Mortar      |                        |

Total addition for Plumbing Chases and Activity Room \$2,675 00 OK

Signature at bottom of this page authorizes you to commence on the work as outlined above.

  
Authorized Signature

3-9-98  
Date

  
Authorized Signature

4-9-98  
Date

County Clerk's Memo  
Portions of this document not  
reproducible when recorded.

**Change Order**  
**Construction Manager-Adviser Edition**  
**AIA Document G701/CMA -**  
**Electronic Format**

OWNER   
 CONSTRUCTION MANAGER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER

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**PROJECT**  
 (name address)  
 Additions and Alterations to the Upshur County Justice Center  
 405 North Titus  
 Gilmer, TX 75644

CHANGE ORDER NO 2  
 INITIATION DATE. March 10, 1998  
 CONTRACT FOR. Masonry  
 CONTRACT DATE January 12, 1998

**TO CONTRACTOR**  
 (name address)  
 Progressive Masonry & Contracting Services, Inc  
 Rt. 1 Box 355 Diana, TX 75640

The Contract is changed as follows  
 Tearing Down South Wall Of Sally Port And Making Opening 11' 8" Instead of 10' And Delete Door Opening  
 ADD \$ 3,439 00

**Not valid until signed by the Owner, Construction Manager, Architect and Contractor.**

The original (Contract Sum)(Guaranteed Maximum Price) was	\$	402,476 00
Net change by previously authorized Change Orders	\$	2,675 00
The (Contract Sum)(Guaranteed Maximum Price) prior to this Change Order was	\$	405,151.00
The (Contract Sum)(Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$	3,439 00
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be	\$	408,590.00

The Contract Time will be (increased)(decreased)(unchanged) by zero (-0-) days  
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive

**CONSTRUCTION MANAGER** *Dissanan Valley Construction, Inc*  
 ADDRESS *P.O. Box 7378  
 Glen Rose, TX 76043*

**ARCHITECT**  
 ADDRESS

BY *[Signature]* DATE *3.31.98*

BY *[Signature]* DATE *3-19-98*

**CONTRACTOR** *Progressive Masonry & Contracting Services, Inc.*  
 ADDRESS *Rt 1 Box 355 Diana, TX 75640*

**OWNER**  
 ADDRESS

BY *[Signature]* DATE *3/12/98*

BY *[Signature]* DATE *4-9-98*

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 User Document. UPCO11-2 DOC -- 3/10/1998. AIA License Number 101348, which expires on 9/7/1998 -- Page #1

FROM :

Ven 50 PG 766

PHONE NO. :

Sep. 28 1997 11:23PM P1

**PROGRESSIVE MASONRY & CONTRACTING SERVICES Inc.**  
**JEFF WEST 903-777-4543**

**Rt. 1 Box 355 Diana, Texas 75640 March 1, 1998.**

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

Work to be performed at:  
405 North Titus  
Gilmer, Texas 75644

Tear down south wall of Sally Port and make opening 11' 8" instead of 10' and delete door opening

- |                        |                 |
|------------------------|-----------------|
| (1) Block Material     | (6) Block Labor |
| (2) Mortar             | (7) Sand        |
| (3) Wire Reinforcement | (8) Concrete    |
| (4) Bond Beam          | (9) Steel       |
| (5) Cut Rake           |                 |

For the sum of \$3,439.00.

Signature at bottom of this page authorizes you to commence on the work as outlined above

  
Authorized Signature

March 2, 1998  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Post-It Fax Note	7671	Date	
To	LAMAR	From	ART
Co/Dept		Ct	
Phone #	DANNY	Phone #	
Fax #		Fax #	

**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

MATERIAL  
ONLY -  
NO RETAINAGE

and the Contractor  
*(Name and address)*  
David Crisp Construction  
P.O. Box 331  
Glen Rose, Texas 76043  
Contact Person: David Crisp (817)897-2469 FAX (817)897-2318

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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VOL 50 PG 768

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 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.

**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 Fifty Thousand, Two Hundred and No/Cents Dollars (\$ 50,200 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.)*

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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, 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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VN 50 PG 772

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 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

CONTRACTOR

Charles Still  
(Signature)

David R. Craft  
(Signature)

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

(Printed name and title)

David Crisp Construction -  
detention furnishings

01012 BID PROPOSAL (SC)

Date: \_\_\_\_\_

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

Dear Sir(s):

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

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

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

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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 FIFTY Thousand Two hundred \$ 50,200.00

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

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

-END OF ADDENDUM TWO-



1-9-98

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

VOL 50 PG 774

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

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

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

**ADDENDA**

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

ADDENDA NUMBER	DATE
<u>1</u>	_____
<u>2</u>	_____
_____	_____

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

**TIME OF COMPLETION**

The undersigned agrees to complete the work within 30 days  
(written)

Thirty calendar days after Notification to Proceed.  
(numerical)

Respectfully Submitted DAVID CRISP CONSTRUCTION

DAVID CRISP JR.

By P.O. Box 331

Address Glen Rose TX 76043

City State

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

1-09-1998 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-

  
1-9-90

**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 \_\_\_\_\_ 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 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

**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)*  
Metroplex Control Systems, Inc.  
2472 Southwell  
Dallas, TX 75229  
Contact Person: Ron Darley (972)406-9300 FAX (972)406-1625

**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 78102

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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 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

**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 One Hundred Seventy-Two Thousand, Eight Hundred Seventeen and No/Cents Dollars (\$ 172,817 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)*

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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	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**

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VOL. 50 PG. 788

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 S. Still, Upshur County Judge  
(Printed name and title)

CONTRACTOR

Jerome Acker

(Signature)

(Printed name and title) **JEROME ACKER**  
**PRESIDENT**

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7 Metroplex Control - Security Electronics

01012 BID PROPOSAL (SC)

Date: 1-8-98

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

Dear Sir(s):

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

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

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

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

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

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

1111055

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

Base Bid \_\_\_\_\_ \$ \_\_\_\_\_

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

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 CEILING**s 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>ONE</u>	<u>1-8-98</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 days  
(written)

30 calendar days after Notification to Proceed.  
(numerical)

Respectfully Submitted Metroplex Control Systems, Inc.

Ron Darley   
By  
2472 Southwell  
Address  
Dallas, Texas 75229  
City State

OFFICIAL CHECK

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

VOID OVER \$8,641.00

COMERICA BANK \$ 8,641.00 Dollars

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

Authorized Signature: *Viola A. ...*  
VICE PRESIDENT & CASHIER

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

⑈ 72009⑈ ⑆ 022000868⑆ 68⑈ 451155 075943890

THE VARIABLE TONE BACKGROUND AREA OF THIS DOCUMENT CHANGES COLOR GRADUALLY AND SMOOTHLY FROM DARKER TONES AT BOTH TOP AND BOTTOM TO THE LIGHTEST TONE IN THE MIDDLE.

**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

Clarification 4: Provide 5 year material and installation warranty for metal roof. Warranty is not required on existing bulk-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