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NAVARRO COUNTY COMMISSIONER'S COURT

A SPECIAL MEETING OF THE NAVARRO COUNTY COMMISSIONER'S COURT WAS HELD ON MONDAY, 25TH DAY OF SEPTEMBER, 2006 AT 10:00 A.M., IN THE NAVARRO COUNTY COURTHOUSE, CORSICANA, TEXAS. PRESIDING JUDGE ALAN BRISTOL, COMMISSIONER'S PRESENT KIT HERRINGTON, FAITH HOLT, WILLIAM BALDWIN, AND JOHN PAUL ROSS.

- 1. MOTION TO CONVENE BY BALDWIN SEC BY HERRINGTON
ALL VOTED AYE**
- 2. PRAYER BY COMMISSIONER HOLT**
- 3. PUBLIC COMMENTS-LEON ALLARD-NAVARRO COLLEGE TAXES**
- 4. MOTION TO APPROVE THE MINUTES FROM THE PREVIOUS MEETING OF SEPTEMBER 18TH, 2006, SEPTEMBER 14, 2006, SEPTEMBER 11, 2006 BY ROSS SEC BY BALDWIN
ALL VOTED AYE**
- 5. MOTION TO APPROVE AND PAY BILLS AS SUBMITTED BY THE COUNTY AUDITOR BY HOLT SEC BY BALDWIN
ALL VOTED AYE**
- 6. DROUGHT AND WATER REPORT FROM CONNIE STANDRIDGE
NO ACTION TAKEN**
- 7. MOTION TO APPROVE PROPERTY STRUCK OFF TO THE CITY BLK 228 LOTS 6 & 7 700 N. 9TH BY ROSS SEC BY HOLT
ALL VOTED AYE
305 300 BLK W 13 TH AVE. BY HOLT SEC BY ROSS
ALL VOTED AYE**
- 8. MOTION TO APPROVE INTERLOCAL CONTRACT FOR TAX COLLECTION BETWEEN NAVARRO COUNTY AND THE CITY OF DAWSON BY ROSS SEC BY BALDWIN TO WIT PAGE 378-381
ALL VOTED AYE**
- 9. MOTION TO APPROVE A/S 400 SOFTWARE UPGRADE CONTRACT (DISTRICT ATTORNEY OFFICE) BY HERRINGTON SEC BY ROSS
ALL VOTED AYE TO WIT PAGE 382-390**
- 10. MOTION TO TABLE BUDGET AMENDMENT FOR A/S 400 SOFTWARE UPGRADE CONTRACT BY JUDGE BRISTOL SEC BY HERRINGTON
ALL VOTED AYE**

- 11. MOTION TO APPROVE OPENING BIDS FOR ANNUAL CONTRACTS
 ANNUAL CONTRACT FOR MISCELLANEOUS AUTO PARTS
 THURSTON AUTOMOTIVE SUPPLY, B & G AUTO PARTS, CORSICANA
 AUTO PARTS, INC, MILLS AUTO SUPPLY CO., O'REILLY AUTO PARTS,
 MOTION BY ROSS TO APPROVE ALL CONTRACTS SEC BY
 HERRINGTON
 ALL VOTED AYE TO WIT PAGE 391-396
 CULVERTS FOR COUNTY PRECINCTS
 MOTION TO APPROVE PRIMARY CONTRACT-CON-TECH BY ROSS SEC
 BY HOLT TO WIT PAGE 397-400
 ALL VOTED AYE
 MOTION TO APPROVE ALTERNATE CONTRACT TO ADVANCED
 DRAINAGE BY HERRINGTON SEC BY BALDWIN
 ALL VOTED AYE TO WIT PAGE 397-400
 MOTION TO APPROVE FUEL CONTRACTS JOHNSON OIL COMPANY BY
 BALDWIN SEC BY ROSS TO WIT PAGE 401-403
 MOTION TO APPROVE ANNUAL CONTRACT FOR ROAD AND BASE
 MATERIALS VULCAN MATERIAL, HANSON AGGREGATES, ARNOLD
 CRUSHED STONE, YOUNG CONTRACTORS, LONE STAR, ARMOR
 MATERIALS, HENDERSON ASPHALT, ERGON ASPHALT AWARD TO
 ALL BIDDERS BY ROSS SEC BY HERRINGTON
 ALL VOTED AYE TO WIT PAGE 404-413

- 12. MOTION TO APPROVE AUDIT ENGAGEMENT LETTER WITH PATILLO
 BROWN & HILL, L.L.P. FOR FISCAL YEAR 2006 JUVENILE PROBATION
 AUDIT BY ROSS SEC BY HOLT TO WIT PAGE 414-418
 ALL VOTED AYE

- 13. MOTION TO STRIKE AUDITOR TOGO OUT FOR BIDS FOR SHERIFF'S
 OFFICE FOR VEHICLE TO BE PURCHASED WITH DRUG SEIZURE
 FUNDS BY JUDGE BRISTOL SEC BY ROSS
 ALL VOTED AYE

- 14. MOTION TO APPROVE DATE OF REGULAR COMMISSIONERS COURT
 MEETING IN OCTOBER TO TUESDAY OCTOBER 10, 2006 @ 10:00 A.M.
 BY HERRINGTON SEC BY BALDWIN
 ALL VOTED AYE

- 15. MOTION TO APPROVE BURIAL CREMATION COURT ORDER BY HOLT
 SEC BY ROSS TO WIT PAGE 419-420
 ALL VOTED AYE

- 16. MOTION TO APPROVE VARIANCE FOR SUB-DIVISION ROAD IN
 PRECINCT #1 RICE #1 I 45 SERVICE RD. BY HERRINGTON SEC BY
 BALDWIN
 ALL VOTED AYE

- 17. MOTION TO APPROVE CONTINUE BURN BAN BY HOLT SEC BY HERRINGTON
ALL VOTED AYE
 - 18. MOTION TO GO INTO EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE SECTION 551.074 TO DISCUSS PERSONNEL BY ROSS SEC BY HOLT
ALL VOTED AYE
 - 19. MOTION TO COME OUT OF EXECUTIVE SESSION BY JUDGE BRISTOL SEC BY HOLT
ALL VOTED AYE
- NO ACTION TAKEN
- 20. MOTION TO ADJOURN BY ROSS SEC BY HERRINGTON
ALL VOTED AYE

THESE MINUTES ARE HEREBY APPROVED THIS _____ DAY OF OCTOBER 2006.

JUDGE ALAN BRISTOL *[Signature]*
 COMR.PCT.1 KIT HERRINGTON *[Signature]*
 COMR.PCT.2 FAITH HOLT *[Signature]*
 COMR.PCT.3 WILLIAM BALDWIN *[Signature]*
 COMR.PCT.4 JOHN PAUL ROSS *[Signature]*

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR SEPTEMBER 25TH, 2006

SIGNED _____ 10th DAY OF OCTOBER 2006

[Signature]
 SHERRY DOWD, COUNTY CLERK



INTERLOCAL CONTRACT FOR TAX COLLECTION

This Contract is entered into between NAVARRO COUNTY, hereinafter called "County," and the City of DAWSON, hereinafter called the "City," pursuant to the provisions of Article 4413 (32c) of the Texas Revised Civil Statutes and Sections 6.23 (a) of the Property Tax Code of Texas.

I. Purpose

The purpose of this contract is to provide for the assessment and collection of ad valorem taxes on behalf of the City by the County. County agrees to assess and collect ad valorem taxes on behalf of City during the contract term, and City agrees to cooperate with County in the performance of such assessment and collections.

II. Term

This contract is to take effect and shall be for the period of May 16, 2005, through June 30, 2006. On July 1st of each succeeding year, this contract will automatically renew. If either party wishes to cancel the automatic renewal provision of this contract, such party must give the other written notice by certified mail at least 60 days prior to the automatic renewal date of July 1st. It will be deemed that the parties' silence is affirmative acceptance of the one year renewal and extension.

III. Limitations Designated by City

The City is a General Law B governed by its city charter and the statutes, constitution, and laws of the State of Texas.

IV. Qualified Staff

County agrees to employ qualified tax collectors and assessors as may be required from time to time by the laws of this state to assist in the performance of the obligations of County under this agreement.

V. Delinquent Tax Attorney

City will allow for the collection of delinquent taxes. County shall be responsible for supervising the efforts of any delinquent tax attorney selected by County. However, if City has a current contract with a delinquent tax attorney, County will honor that contract.

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GPR
AMB
43
K.H.
[Handwritten initials]

VI. Bonds and Deposits

The County holds a Public Employee Dishonesty Bond with ~~Hartford~~ Insurance in the amount of \$50,000 per employee. The County will deposit funds as collected on a daily basis in insured amounts with local banking institutions, and will pay over collected funds to the City monthly. Any interest earned on collected funds will be the property of County.

V11. General Requirements

County agrees to:

- A. Deliver all notices required under the Property Tax Code of the State of Texas on a timely basis in behalf of the City.
- B. Complete all reports required by the City under the Property Tax Code of the State of Texas and submit those reports to the appropriate officials on a timely basis.
- C. Insure compliance with present and future property tax calendars.
- D. Keep accurate records of all City tax collections and to make such records available for inspection during normal working hours by any authorized representative of the City, and
- E. Keep a current delinquent tax roll and to reconcile the delinquent tax roll annually.

V111. City Records

City agrees to make available all of its assessment and collections records and to cooperate generally with County in the performance of this agreement.

1X. Tax Certificates

County shall prepare and issue tax certificates to taxpayers on behalf of the City and shall be entitled to collect any statutory fees therefore. Any fees collected will be the property of the County.

X. Tax Assessor/Collector

The County shall be the Agent for the purpose of assessing and collecting taxes of The City. In regards to the assessment and collection of taxes, County agrees to accept any reasonable direction, supervision, and requirements of the City not inconsistent with the laws of this state or County's normal operating procedures. In the performance of

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this agreement, County shall be deemed to be recommending actions to the City, and may take such actions as it believes appropriate and recommends from time to time unless objection is made by the City.

XI. Compensation

In exchange for its services to be rendered under this agreement, City agrees to pay County as follows:

- A. One-half percent of current and delinquent collections;
- B. Twenty-five percent (25%) of all penalty and interest added after February 1, delinquency date but not to include the applicable Attorney fees added after July 1st by a delinquent tax attorney.
- C. A reasonable fee for any additional taxes, penalties, interest, revenues or funds collected by the County on behalf of the City not heretofore referenced, including but not limited to TIF Zones and allowable by law. Said fee shall be determined by applicable law, if appropriate, otherwise by the Tax Assessor-Collector for the County.

XII. Computerized Records

County agrees to maintain all records regarding the assessment and collection of taxes on behalf of the City on the computer. County further agrees to provide at any reasonable time upon written request from the City, a printout reflecting the current status of the assessment and collection of taxes, within one (1) business day after such request.

XIII. Applicable Laws

This contract shall be governed by the Texas Revised Civil Statutes as well as the other provisions of the Property Tax Code of Texas, and any other laws, rules, or statutes now existing or which may hereafter be enacted covering any part of the subject matter of this agreement. In the event of any conflict between the terms and provisions of this agreement and any such statutory requirements, or the common law of Texas, or any provision of the Constitution of the State of Texas or the Charter for the City, the parties request any court considering same to construe this agreement in such a way as to be in compliance therewith, and in this respect hereby agree that any such inconsistent term or provision of this agreement, or any term or prevision not included hereby but required by any such statute, constitutional provision, city charter, or other rule of law, shall be supplied by such court as nearly as possible so as to comply therewith and to effectuate the intent of the parties as expressed herein. In the event of any contention that the charges made hereunder exceed those allowed by Section 6.27

(b) of the Property Tax Code, a fair and reasonable portion of general overhead and operating expense of County shall be allocated in determining such matters.

Each party executing this agreement represents to the other that his or her execution hereof is properly authorized by the required vote of the governing body of the respective party. This agreement is executed effective the 11th day of MAY, 2005.

Approved:

[Signature]
Alan Bristol, Navarro County Judge

Approved:

[Signature]
Mayor

[Signature]
Peggy Moore, Tax Assessor/Collector

[Signature]

[Signature]
[Signature]



[Signature]
Sherry Dowd, County Clerk

Attest:

[Signature]
City Secretary

IBM Schedule for ServiceElite

This Schedule contains a listing of the Eligible Machines at the Specified Locations identified below for which IBM will provide the identified Services as described in the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations. The complete agreement between us about these Services consists of 1) this Schedule 2) the referenced Master Services Attachment and any referenced Statements of Work and Change Authorizations, and 3) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below.

Name and Address of Customer:

NAVARRO COUNTY
DISTRICT ATTORNEY
COUNTY COURTHOUSE 2ND FL
300 W THIRD
CORNICANA TX 75110-4672

Customer Billing Address:

NAVARRO COUNTY
COUNTY AUDITOR S OFF
300 W THIRD
CORNICANA TX 75110-4672

Agreement Number: HQ12291
Master Services Attachment Number: MAD9DHW
Statement of Work Number: AD9DHW
Change Authorization Number:
Customer Number: 06373586

Schedule Number: AD9DHW
Revised Schedule: No
Schedule Effective Date: 09/13/2006
Proposal Reference Date: 09/13/2006

Transaction Contract Period:
Start Date: 09/18/2006
End Date: 09/17/2009
Renewal Contract Period: 3 Year(s)

Charge Period Charges / Payment Plan (Inclusive of MES):

WSU One Time Charges: 0.00
SWMA ALF One Time Charges: 900.12
MMS for CISCO HW One Time Charges: 0.00
MMS for CISCO SW One Time Charges: 0.00
MMS for Nortel One Time Charges: 0.00
One Time Charges: 0.00

¹Maintenance Charges: 0.00
¹Service Charges: 1,082.90
TOTAL CHARGE PERIOD CHARGES: 1,983.02
Quarterly

Charge Period:
Start Date: 09/18/2006
End Date: 09/17/2007

Automatic Inventory Increase Option Applies:
HWMA Option #1: Y
Software Option #2: N

⁶Accumulated Adjustment Invoicing option: N
Price Protection Option: Annual Price Protection
Pricing Method: Line Item

Type of Discount(s) Applied: Term Incentive

¹Charges are based on the current inventory and services identified in this Schedule. Actual charges may vary with any additions, deletions, or changes to the inventory or services. Any applicable taxes are not included in the charge amounts herein but will be added to your invoice.

For a Machine subject to usage charges, in addition to the Service charge identified herein, you will be separately billed for usage in accordance with applicable usage rates and billing cycles.

The Parties need not to sign this Schedule, unless either of us requests it.

Agreed to:

NAVARRO COUNTY

By: _____
Authorized signature
Name (type or print): _____
Date: _____

Agreed to:

International Business Machines Corporation

By: _____
Authorized signature
Name (type or print): _____
Date: _____

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Schedule for ServiceElite

Enterprise Total for Charge Period by Customer Number Inclusive of MES:

Customer No	Customer Name	Customer Location	Amount
06373586	NAVARRO COUNTY	COUNTY COURTHOUSE 2ND FL, 300 W THIRD, CORSICANA TX 75110-4672	1,082.90
Total			1,082.90

Note: One Time Charges are not included in the Total

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Schedule for ServiceElite

Services List

Customer Technical Contact Name (if applicable):
 Customer Primary Technical Contact name :
 Customer Primary Technical Contact phone number :

-----Eligible Machine Description-----

Type	Model	Support Order Number	Support Service	Product Group Service Location	Qty	Charge	Service Start	Service Stop	System Stop
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Specified Location: 06373586

City, State: CORSICANA TX 75110-4672

SWMA FOR I50S PER PROCESSOR

1,082.90

SUBSCRIPTION
 SUPPORT
 P05
 NUMBER OF PROCESSORS
 CHARGEABLE PROCESSORS
 FULL SHIFT

9406 520 0000140AE

1

SWMA FOR OS/400 AND I5/OS ALF

AFTER LICENSE FEE
 P05
 CUST NOT CURRENT 8-9 MTHS

900.12 0

9406 520 0000140AE

1

Subtotal

1,082.90

Total Charge Period Charges for Services List

\$ 1,082.90

Note: One Time Charges are not included in these totals.
 See Legend for Details

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IBM Schedule for ServiceElite

Legends:

²TYPE OF SERVICE

- A) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, next business day
- B) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day.
- C) On-Site Repair/Exchange Services, Monday through Friday (excluding holidays), 8am to 5pm, 4 hour response objective
This type of repair service includes a response objective and is not a guarantee.
- D) On-Site Repair/Exchange Services, 7 days a week, 24hrs/day, 2 hour response objective.
This type of repair service includes a response objective and is not a guarantee.
- X) EasyServe (remotely delivered services)

³MAINTENANCE SERVICES

- 1) Maintenance of IBM Machines
- 2) Maintenance of non-IBM Machines
- 3) Warranty Service Upgrade
- 4) Maintenance of Cisco Products
- 5) Maintenance of IBM Machines - Enhanced Service Response
- 6) Service for Machines Withdrawn from IBM Maintenance
- 7) Non-IBM Service for Machines Withdrawn from IBM Maintenance
- 8) Maintenance of IBM Machines (Labor Only)
- 9) Non-IBM Memory Exchange
- 10) Enhanced Parts Inventory
- 11) Spare Machine
- 12) Key Operator Support
- 13) Maintenance of non-IBM Machines during the Manufacturer's Warranty Period
- 16) IBM Maintenance Services - First Line Maintenance for Wincor Nixdorf ATMs
- 17) IBM Maintenance Services - Applications Maintenance Services for Wincor Nixdorf ATMs
- 18) Post Installation Coverage (PIC) Service Upgrade, for selected Non-IBM Machines

⁴Charges shown are for the Charge Period

- A (C) indicates a Machine that will have Usage Charges billed separately
- An (E) indicates a Machine that has been announced as *withdrawn* from generally available Maintenance Service
- An (H) identifies a Machine on an existing ServiceElite/ServiceSuite/ ServiceElect CHIS contract with duplicate Maintenance Services Coverage
- A (K) indicates Assumptive priced products included in the total Charge Period Price but will be billed based on the terms of the Contract
- An (N) indicates that the product is a non-GSA Schedule item
- An (O) indicates a One Time Charge
- A (P) indicates averaged billing or annual prepayment
- An (R) indicates the usage charge rate (Feet, Hours, or Impressions) for a machine under a usage plan
- A (U) indicates Usage Charges which are measured in either Feet, Hours, or Impressions
- A (W) indicates a Machine under Warranty
- An (X) indicates On-order Products which are shown for planning purposes only
- A (Y) indicates On-order MES products which are shown for planning purposes only. These charges are included in the related machine.

⁵Charges Start/Stop dates shown are those that differ from the Contract Period Start/End Dates

⁶Charge adjustments related to inventory and service changes will be accumulated and invoiced with your next standard invoicing cycle (may be sooner for annual or semiannual payment plans)

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Master Services Attachment for ServiceElite

1. Scope of Services

IBM will provide you Services as described in this Attachment and, if applicable, its Statements of Work and Change Authorizations to support your hardware and software products (called "Eligible Machines," "Eligible Programs," and together "Eligible Products"). Services are available for Eligible Products normally used for business, professional, or trade purposes, rather than personal, family, or household purposes.

IBM will identify the Eligible Products, the Services that apply to them, and the Services transaction contract period in Schedules that reference this Attachment and any associated Statements of Work and Change Authorizations. Each Schedule will also identify the Specified Locations at which the Services will be provided. A Specified Location may be your entire information processing environment, or a portion thereof, which may be resident at multiple sites or a single building.

The specific terms regarding Eligible Machine Services and Eligible Program Services contained in this Attachment and its Statements of Work and Change Authorizations apply only when you have contracted for an associated Eligible Machine maintenance Service or Eligible Program support Service as specified in a Schedule.

2. Sales through IBM and IBM Business Partners

You may acquire Services through IBM or an IBM Business Partner, or their designee, authorized to resell IBM Services. IBM Business Partners establish the price and general business terms at which they market the IBM Services to you and they will communicate these directly to you for all transactions they initiate with you. However, IBM establishes the terms of each Service IBM provides and our general business responsibilities associated with these Services. Therefore, IBM will provide the Services as described in this Attachment and its associated Statements of Work and Change Authorizations (and their Schedules).

Whenever IBM is required to provide notification to you or you are required to provide notification to IBM, each of us also agrees to notify the applicable IBM Business Partner if one is engaged in the transaction.

In the event that you have contracted through an IBM Business Partner that is no longer able to offer IBM Services, for any reason, IBM will so notify you in writing. You may continue to receive the Services by instructing IBM (in writing) to transfer administration of the Services to either 1) another IBM Business Partner of your choice (who may require you to first execute one of their agreements) that is approved to offer you IBM Services, or 2) IBM under a standard direct marketing relationship that enables IBM to generate charges and invoicing.

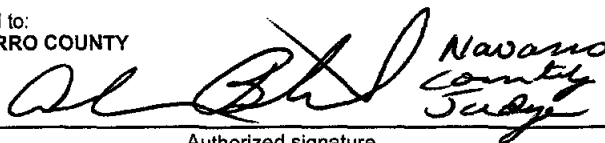
IBM is not responsible for 1) any actions of IBM Business Partners or their designees, 2) any additional obligations they have to you, or 3) any products or services that they supply to you under their agreements.

Each of us agrees that the complete agreement between us about these Services consists of 1) this Attachment and its associated Statements of Work and Change Authorizations, 2) Schedules to this Attachment and its associated Statements of Work and Change Authorizations, 3) supplemental terms referenced in this Attachment and its associated Statements of Work and Change Authorizations, and 4) the IBM Customer Agreement (or any equivalent agreement in effect between us) identified below. Accordingly, in entering into this Attachment you acknowledge that you are not relying upon any representation made by or on behalf of IBM that is not fully and expressly set out in the documents specified above, such as the results of any Services. By signing below for our respective Enterprises, both of us agree to the terms of this Attachment without modification.

As used in this Attachment, "you" and "your" refer to the transaction contracting entity that is part of the Enterprise identified below.

Agreed to:
NAVARRO COUNTY

By


Authorized signature

Agreed to:
International Business Machines Corporation

By

Authorized signature

Name (type or print):

Date:

Enterprise number: 06372976

Enterprise address:

DISTRICT ATTORNEY
COUNTY COURTHOUSE 2ND FL
300 W THIRD
CORSICANA TX 75110-4672

Name (type or print):

Date:

Attachment number: MAD9DHW

Agreement number: HQ12291

IBM address:

IBM CORPORATION
1177 BELT LINE ROAD
COPPELL, TX 75019

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3. IBM Responsibilities

When you contract for an applicable Service, IBM agrees to deliver the Service in accordance with the terms and responsibilities identified in the Service description set out in this Attachment or an associated Statement of Work or Change Authorization. For basic maintenance of IBM Machines, the Service description is set out in our Agreement (referenced in the signature block above).

4. Your Responsibilities

When you contract for an applicable Service, you agree:

1. to provide IBM with an inventory in which you identify all Eligible Products to be covered at each Specified Location and to notify IBM whenever you wish to move, add, or delete Eligible Products at an existing Specified Location or set up new Specified Locations;
2. to return to IBM all defective CRUs (from covered Eligible Machines) within 30 days of your receipt of the replacement CRU. A "CRU" is a Machine part which is designated as a Customer Replaceable Unit (e.g. keyboards, memory, or hard disk drives). IBM provides CRUs to you for replacement by you;
3. that when the Service includes IBM providing you with access to electronic diagnostic tools, information databases, or other Service delivery facilities, you will limit the use of these to only those who are authorized to use them under your control and only in support of Eligible Products and Services identified in Schedules;
4. to provide IBM with information it requests which is related to its provision of the Services to you and to notify IBM of any changes;
5. that you authorize International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use your business contact information wherever they do business, in connection with IBM products and services or in furtherance of IBM's business relationship with you;
6. to pay any communications charges associated with accessing these Services unless IBM specifies otherwise in writing; and
7. to use the information obtained under these Services only for the support of the information processing requirements within your Enterprise.

5. Automatic Inventory Increase for Machine and Software Maintenance Service

If specified as a selected option in the Schedule, IBM will automatically increase the inventory count and associated maintenance Services at Specified Locations per the terms set out below.

OPTION #1 - MACHINE MAINTENANCE SERVICES

IBM will automatically increase the inventory count and associated Machine maintenance Services whenever:

1. an Eligible IBM Machine is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period. IBM Machines specifically excluded from coverage at transaction contract period start will remain outside the scope of this Section unless you request IBM add them during the transaction contract period. However, all Eligible IBM Machines added to your inventory during the transaction contract period will be included in the inventory count and receive maintenance Services as set out in this Section.
2. an Eligible non-IBM Machine, of the same type as other non-IBM Machines already covered at that Specified Location, is added to the inventory. If the Machine is under warranty when added, maintenance Services will commence at warranty exit. If the Machine is not under warranty when added, maintenance Services will commence at the later of a) the date of installation or b) the previous yearly anniversary of the start of the transaction contract period.

The maintenance Services that apply for these Machines will be the same as that which you are receiving for all other Eligible Machines of the same type at the Specified Location.

Newly installed IBM Machines of the same type for which you have already selected Warranty Service Upgrade will be added at date of actual installation and will be covered at the same Warranty Service Upgrade support level.

If at any time either of us requests a review of the inventory count, each of us will provide reasonable cooperation to the other in updating the last formal inventory.

OPTION #2 - SOFTWARE MAINTENANCE SERVICES FOR AIX OPERATING SYSTEMS, OS/400, I5/OS, AND SELECTED PRODUCTS

IBM will automatically increase the inventory count and associated software maintenance Services whenever an Eligible Program licensed for use on an Eligible IBM Machine is added to the inventory. If the Program is covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence at the expiration date of that support period. If the Program is not covered under the Agreement for Acquisition of Software Maintenance when added to the inventory, then software maintenance Services via ServiceElite will commence immediately and After License Fees may apply.

The software maintenance Services that apply for these Programs will be the same as that which you are receiving for all other copies of the Program licensed for use on Eligible IBM Machines of the same type at the Specified Location.

If at any time either of us requests a review of the inventory count, each of us will provide reasonable cooperation to the other in updating the last formal inventory.

6. Charges and Payment

For sales through IBM, your charges are calculated taking into account your Service selections, price protection option, payment option, and for prepayments, length of the prepay period. You agree to pay by electronic funds transfer to an account provided by IBM or other means as agreed by both of us.

FOR EACH TRANSACTION PACKAGE YOU MAY SELECT ONE OF THE FOLLOWING 3 PRICE PROTECTION OPTIONS. YOUR SELECTION WILL BE SPECIFIED IN THE SCHEDULE ASSOCIATED WITH THAT TRANSACTION PACKAGE.

OPTION #1 - PRICE PROTECTION DURING EACH TRANSACTION CONTRACT YEAR ONLY

IBM may revise charges. However, any rate increase will not take effect until the next yearly anniversary of the start of the transaction contract period. At the start of each transaction contract year, you will be invoiced at the charge rates that are then in effect and that invoice will serve as your notice of charge rate changes.

All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at the previous yearly anniversary of the start of the transaction contract period. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date.

OPTION #2 - PRICE PROTECTION FOR ENTIRE TRANSACTION CONTRACT PERIOD, INCLUDES PROTECTION FOR NEWLY ADDED MACHINE TYPES

For the entire transaction contract period, charges for included Eligible Product configurations and Services will not increase. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start. Eligible Products and Services that become generally available during the transaction contract period will be added at the charge rate that applied on their initial availability date. You will receive the benefit of a decrease in applicable charges for amounts which become due on or after the effective date of the decrease.

OPTION #3 - PRICE PROTECTION FOR TRANSACTION CONTRACT PERIOD PREPAY

Since you have selected to prepay for the entire transaction contract period, you will not be subject to increases in charges (during that period) for included Eligible Product configurations and Services. All newly added Eligible Products and Services, as well as changes to existing Eligible Product configurations and Services, will assume the charge rate that applied for these at transaction contract period start with adjustment for the reduced prepay period. Eligible Products and Services that become generally available during the transaction contract period will be added subject to the charge rate that applied on their initial availability date with adjustment for the reduced prepay period. If you elect to have these charge terms apply for charges during any renewal transaction contract period (as recalculated at the start of each renewal period), you must provide IBM written notification (at least one month prior to the start of the renewal period) and prepayment for the entire renewal period. Otherwise, charges for the renewal period will revert to a quarterly billing cycle under the terms set out for Option #1 above.

FOR EACH TRANSACTION PACKAGE THE FOLLOWING CHARGE ADJUSTMENT TERMS APPLY.

Total Services charges may be adjusted whenever:

1. a review of the inventory count indicates a change from the last accounting; or
2. a Specified Location, Eligible Machine type, or Service is added, deleted, or changed.

For all Service charges based on usage, upon IBM's request you will immediately provide IBM with the actual meter reading recording the actual usage.

For sales through IBM Business Partners, your IBM Business Partner sets the charges and terms governing charges. Your IBM Business Partner may impose an additional charge for some actions, e.g., termination, or for IBM's provision of some additional services, e.g., Service upgrades. These actions or additional services are identified in this Attachment and its associated Statements of Work and Change Authorizations with an asterisk ("**"). Where you see an asterisk, check with your IBM Business Partner to determine if you will incur an additional charge or may be entitled to a credit or refund. You will make payment directly to your IBM Business Partner.

IBM may charge you directly for certain expenses IBM incurs in performance of a Service for you (e.g. actual travel and living expenses, out-of-pocket expenses). IBM will not incur these expenses without your prior approval.

7. Renewal and Termination

IBM will automatically renew Services unless you or your IBM Business Partner request otherwise. For each transaction the Schedule will specify the number of years (0 or greater) in the Renewal Contract Period. Whenever this number is greater than 0, IBM will renew the applicable Services at the end of the transaction contract period for the number of years specified. Thereafter, IBM will automatically renew the Services for same length periods unless you or your IBM Business Partner notify IBM in advance of your desire to change the length of the renewal. You, your IBM Business Partner, or IBM can select not to renew by providing written notification (at least one month prior to the end of the current transaction contract period) to the others of its decision not to renew. Nonrenewal notification sent to you by IBM or received by IBM from either you or your IBM Business Partner will result in IBM ceasing to provide you the applicable Services at the end of the current transaction contract period.

In case of renewals, charges are recalculated at the start of each renewal period. For sales through IBM, the new charges will be based on the length of the Renewal Contract Period and then current charges associated with your contracted a) Services, b) price protection option, and c) payment option.

You have committed to continue Services for the entire transaction contract period. However, you may terminate Services for an Eligible Product, on notice to IBM, if you permanently remove it from productive use within your Enterprise. You may also terminate Services immediately prior to the start of any fiscal year for which funds have not been appropriated. You agree to request such funds from the applicable legislative body.

Otherwise, if you choose to terminate Services and these are not being replaced by equivalent Services, you may do so by providing IBM one month's written notice, however the Services must have been under contract for at least one fiscal year upon termination.

Termination adjustment fees will not apply and you will receive a credit for any remaining prepaid period associated with Services you terminate in accordance with this provision.*

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8. Governing Law

As pertains to your contracted Services, the laws of your State govern our Agreement, this Attachment, and associated Statements of Work and Change Authorizations.

9. Services

Warranty Service Upgrade

For certain Eligible Machines, you may select a Service upgrade from the standard type of warranty Service for the Machine. IBM provides Service for Machines as described in our Agreement but charges for the upgrade in type of Service during the warranty period.

You may not terminate the Service upgrade or transfer it to another Machine during the warranty period. When the warranty period ends, the Machine will become part of your standard inventory count and will convert to maintenance Service at the same type of Service you selected for warranty Service upgrade.

Maintenance of IBM Machines

IBM will provide Service for Machines, as described in our Agreement, for those Eligible IBM Machines specified in the Schedule.

Maintenance of Non-IBM Machines

IBM will provide Service for Machines, as described in our Agreement, for those Eligible non-IBM Machines specified in the Schedule. Unless specified otherwise in the Schedule, Service is provided only for the manufacturer's base configuration for each covered Machine model. You are responsible for following the manufacturer's and IBM's provided guidelines pertaining to operator responsibilities, maintenance procedures, and supplies prior to placing a Service request.

Repair of non-IBM Machines is subject to the availability of repair parts and any technical support required of the original manufacturer. Repair parts will be functionally equivalent to those replaced. They may be new or used and may have been manufactured by other than the original manufacturer. You may request that IBM use repair parts manufactured by the original manufacturer when these are available, but there may be an additional charge for these parts.*

IBM's support does not cover:

1. Machine installation, engineering change activity, or preventive maintenance;
2. correction of date related errors. IBM will make the final determination of whether a date related error is the source of the problem;
3. service of microcode or firmware;
4. service of features, parts, or devices not supplied by either a) the Machine's original manufacturer or b) IBM during the performance of this Service;
5. service for accessories, supply items, and certain parts, such as batteries, frames, and covers;
6. service of a Machine damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by you;
7. service of a Machine with removed or altered Machine or parts identification labels;
8. failures caused by a product for which IBM is not responsible; or
9. service of Machine alterations.

Upon written notice, IBM may terminate coverage for an Eligible non-IBM Machine due to lack of available repair parts or lack of original manufacturer technical support.

Eligible non-IBM Machines must meet IBM's safety and serviceability requirements. IBM reserves the right to inspect a Machine within one month from the start of Service. If the Machine is not in an acceptable condition for Service, IBM will notify you and terminate coverage.

You agree to provide IBM one month's written notice prior to terminating coverage for a Machine being permanently removed from productive use within your Enterprise.

IBM Software Maintenance for OS/400, i5/OS and Selected Products

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

General:

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during normal business hours (normal business hours are 8 a.m. to 5 p.m. in the local time zone where you receive this Service, Monday through Friday, excluding national holidays). This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 (every day of the year) all severity option is available at extra charge.* During normal business hours, IBM's response time objective is two hours for voice and electronic problem submissions. For voice problem submissions during other than normal business hours, IBM's response time objective for critical problems (Severity 1) is two hours and if you select the 24x7 all severity option, four hours for non-critical problems. For electronic problem submissions during other than normal business hours, IBM's response time objective is within two hours of the start of normal business hours on the next business day. IBM's initial response (either voice or electronic) may result in resolution of your problem or it will form the basis for determining what additional actions may be required to achieve technical resolution of your problem. IBM is not responsible for delays in electronic response delivery caused by systems and network problems.
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

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Eligible Programs: Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

Software Maintenance After License Fee: The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

IBM Software Maintenance for AIX Operating Systems

IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

General:

1. IBM makes available to you the most current commercially available version, release or update to all of the Programs for which you acquire support under this Service, should any be made available.
2. IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.
3. IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during normal business hours (normal business hours are 8 a.m. to 5 p.m. in the local time zone where you receive this Service, Monday through Friday, excluding national holidays). This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at <http://techsupport.services.ibm.com/guides/handbook.html> for details. A 24x7 (every day of the year) all severity option is available at extra charge.* During normal business hours, IBM's response time objective is two hours for voice and electronic problem submissions. For voice problem submissions during other than normal business hours, IBM's response time objective for critical problems (Severity 1) is two hours and if you select the 24x7 all severity option, four hours for non-critical problems. For electronic problem submissions during other than normal business hours, IBM's response time objective is within two hours of the start of normal business hours on the next business day. IBM's initial response (either voice or electronic) may result in resolution of your problem or it will form the basis for determining what additional actions may be required to achieve technical resolution of your problem. IBM is not responsible for delays in electronic response delivery caused by systems and network problems.
4. In some instances, IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.
5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

Eligible Programs: Licensed programs for which this Service is available are listed at <http://www.ibm.com/services/sl/swm/> or may be obtained from your IBM marketing representative.

Software Maintenance After License Fee: The Software Maintenance After License fee is a one time charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

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NAVARRO COUNTY, TEXAS
BID TABULATION
2007-A-001 - ANNUAL CONTRACT FOR MISCELLANEOUS AUTO PARTS

VENDOR	RATE	Special Item Rates
Thurston Automotive Supply Corsicana, TX	Wholesale	
B & G Auto Parts Corsicana, TX	Best Fleet/Wholesale prices on all items	Jobber Price on all plugs, filters, and batteries.
Corsicana Auto Parts, Inc. Corsicana, TX	Prevailing Dealer Prices	All filters will be priced at jobber rate.
Mills Auto Supply Co. Hubbard, TX	Fleet Discount on Parts	Jobber Price on WIY filters.
O'Reilly Auto Parts Corsicana, TX	List Price less 41%	

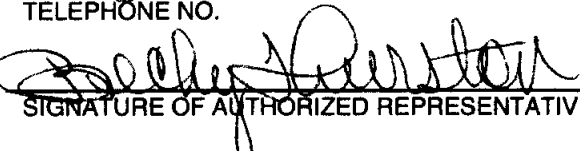
Contracts awarded to all bidders.

NAVARRO COUNTY
BID NO. 2007-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

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9-25-06

Navarro County is requesting bids for an **Annual Contract(s) for Auto Parts** as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2006 through September 30, 2007.

Bids are binding under the Uniform Commercial Code.

Thurston Automotive Sply
FIRM SUBMITTING BID
520 W. 1st Ave.
ADDRESS
Corsicana Tx 75110
CITY, STATE, ZIP
Becky Thurston Owner
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID
903-874-5617
TELEPHONE NO. FAX NO.
 9-13-06
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

Vendor whose name and signature appears above agrees to provide auto parts to Navarro County for the specified contract period at a rate of: wholesale.

NAVARRO COUNTY
BID NO. 2007-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED

9-25-06

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Navarro County is requesting bids for an Annual Contract(s) for Auto Parts as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2006 through September 30, 2007.

Bids are binding under the Uniform Commercial Code.

Band G AUTO PARTS		75-2683770
FIRM SUBMITTING BID		FEDERAL ID NUMBER
104 North Beaton Street PO Box 1869		
ADDRESS		
CORSICANA TX 75110		
CITY, STATE, ZIP		
GARY M. PILLANS		
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID		
903 874-4706	903 874 4876	
TELEPHONE NO.	FAX NO.	
M. M. Pillans		9-19-06
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE

Vendor whose name and signature appears above agrees to provide auto parts to Navarro County for the specified contract period at a rate of: _____.

John price on all plugs, filters, and batteries
Best fleet or wholesale price on all other
items.

NAVARRO COUNTY
BID NO. 2007-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED

9-25-06

NAVARRO COUNTY AUDITOR

Navarro County is requesting bids for an Annual Contract(s) for Auto Parts as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2006 through September 30, 2007.

Bids are binding under the Uniform Commercial Code.

CORSICANA AUTO PARTS, INC
FIRM SUBMITTING BID

75-1733109

FEDERAL ID NUMBER

P. O. Box 1597
ADDRESS

Corsicana, Tx 75151
CITY, STATE, ZIP

Sandra Huffman, Treasurer
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-874-4728
TELEPHONE NO.

FAX NO.

Sandra Huffman
SIGNATURE OF AUTHORIZED REPRESENTATIVE

9-20-06
DATE

Vendor whose name and signature appears above agrees to provide auto parts to Navarro County for the specified contract period at a rate of: prevailing dealer price listed in catalogs at time of sale for all merchandise in inventory. All filters will be priced at jobber rate.

NAVARRO COUNTY
BID NO. 2007-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE 9-25-06
NAVARRO COUNTY AUDITOR

Navarro County is requesting bids for an Annual Contract(s) for Auto Parts as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2006 through September 30, 2007.

Bids are binding under the Uniform Commercial Code.

Mills Auto Supply Co
FIRM SUBMITTING BID
604 N.E. 4th
ADDRESS
Hubbard Tx. 76648
CITY, STATE, ZIP
Michael Muesse Owner
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID
254-576-2490 TELEPHONE NO. 254-576-2345 FAX NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE 9-19-06

Vendor whose name and signature appears above agrees to provide auto parts to Navarro

County for the specified contract period at a rate of: Fleet Discount on all parts, Tobb price on Wiy Filters.

NAVARRO COUNTY
BID NO. 2007-A-001 ANNUAL CONTRACT FOR AUTO PARTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE 9-25-06
MARKED FOR MONITOR

Navarro County is requesting bids for an Annual Contract(s) for Auto Parts as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2006 through September 30, 2007.

Bids are binding under the Uniform Commercial Code.

HiLo Auto Supply LP
DBA O'Reilly Auto Parts

76-0354575
FEDERAL ID NUMBER

FIRM SUBMITTING BID

233 S. Patterson

ADDRESS

Springfield, Mo 65802

CITY, STATE, ZIP

Jeff Daniels Bid Coordinator

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

(417) 868-2074 x1667

TELEPHONE NO.

(800) 925-0899

FAX NO.



SIGNATURE OF AUTHORIZED REPRESENTATIVE

9/20/06

DATE

Vendor whose name and signature appears above agrees to provide auto parts to Navarro

County for the specified contract period at a rate of: list price less 41%.

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NAVARRO COUNTY, TEXAS
BID TABULATION
2007-C-002 - ANNUAL CONTRACT
CULVERTS FOR COUNTY PRECINCTS

VENDOR: DIAMETER (Inches)	Wilson Culverts	Con-Tech	Advanced Drainage		
CULVERTS (price per linear foot)					
12	5.81	5.70	3.94	HDPE per FT	
15	7.25	6.84	5.32		
18	8.68	8.55	7.47		
24	11.55	10.83	11.69		
30	14.46	13.68	18.80		
36	17.36	16.53	23.02		
42	20.23	19.38	32.06		
48	33.18	28.36	38.45		
60	40.88	38.19	69.92		
72	49.42	46.17	N/A		
96	65.17	60.99	N/A		
DELIVERY	Within 5 working days	5 Days			
DMP BANDS (price each)					
12"	8.72	8.55	4.86	60"	
15	10.88	10.26	8.09		
18	13.02	12.83	13.78		
24	17.33	16.25	19.43		
30	21.69	20.52	45.18		
36	26.04	24.80	62.86		
42	30.35	29.07	92.00		
48	83.37	32.49	108.00		
			168.00		
12"	77.00	108.00	N/A		
15	107.10	135.00	N/A		
18	149.80	184.00	N/A		
24	233.80	260.00	N/A		
30	334.60	330.00	N/A		
36	465.50	460.00	N/A		
DELIVERY	Within 5 working days	5 Days			
CONTACT NAME	Terry Huffines	Jason Chamberlin	Danny Hale		
CONTACT PHONE	800-234-0084	972-659-0828	800-733-9987		

Primary Contract: Con-Tech

Alternate Contract: Advanced Drainage Systems

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NAVARRO COUNTY
 BID NO. 2007-C-002 ANNUAL CONTRACT- CULVERTS FOR COUNTY PRECINCTS
 SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
 DATE 9-25-06
 NAVARRO COUNTY JUDITOR
 FEDERAL ID NUMBER

Cortech Construction Products, Inc.
 FIRM SUBMITTING BID

4425 W. Airport Fwy. Suite 340
 ADDRESS

Irving, TX 75062
 CITY, STATE, ZIP

Jason Chamberlin Customer Service Representative
 NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

972-659-0828
 TELEPHONE NO.

972-257-3786
 FAX NO.

chamberlinj@cortech-cpi.cc
 E-MAIL

Jason Chamberlin
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

9/21/06
 DATE

Having read and understood the instructions to Bidders and Specifications, we submit the following bid: (all prices quoted FOB County Barn or job site)

2.66" X 1/2" Corrugation - 16 Gauge

<u>DIAMETER</u>	<u>PRICE</u>
12"	# 5.70
15"	# 6.84
18"	# 8.55
24"	# 10.83
30"	# 13.68
36"	# 16.53
42"	# 19.38

3" X 1" Corrugation - 14 Gauge

48"	# 28.36
60"	# 38.19
72"	# 46.17
96"	# 60.99

Delivery from time of order: 5 days

NAVARRO COUNTY
BID NO. 2007-C-002 ANNUAL CONTRACT- CULVERTS FOR COUNTY PRECINCTS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED

9-25-06

Advanced Drainage Systems
FIRM SUBMITTING BID

NAVARRO COUNTY AUDITOR
Secondary

FEDERAL ID NUMBER

ADDRESS

CITY, STATE, ZIP

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

TELEPHONE NO.

FAX NO.

E-MAIL

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

Having read and understood the instructions to Bidders and Specifications, we submit the following bid: (all prices quoted FOB County Barn or job site)

* Instructions per Kit Herrington Pct. 1 = Cross Through and Mark : Pricing for HDPE Culverts "plastic" -DKH

DIAMETER	PRICE
12"	3.94 /Ft.
15"	5.32 /Ft.
18"	7.47 /Ft.
24"	11.69 /Ft.
30"	18.80 /Ft.
36"	23.02 /Ft.
42"	32.06 /Ft.
22" X 12" Corrugation - 14 Gauge	
48"	38.45 /Ft.
60"	69.92 /Ft.
72"	N/A
96"	N/A

Delivery from time of order: _____

K. J. ...

NAVARRO COUNTY
 BID NO. 2007-C-002 ANNUAL CONTRACT- CULVERTS FOR COUNTY PRECINCTS
 SPECIFICATIONS/RESPONSE FORMS

WILSON CULVERTS, INC 75-1999550
 FIRM SUBMITTING BID FEDERAL ID NUMBER

P.O. Box 940
 ADDRESS

ELKHART TEXAS 75839
 CITY, STATE, ZIP

TERRY D. HUFFINES, VP OF PLANT OPERATIONS
 NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

800-234-0084 903-764-2740 WCULVERTS@STARBAND.NET
 TELEPHONE NO. FAX NO. E-MAIL

Terry D. Huffines 9/14/06
 SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

Having read and understood the instructions to Bidders and Specifications, we submit the following bid: (all prices quoted FOB County Barn or job site)

2.66" X 1/2" Corrugation - 16 Gauge

<u>DIAMETER</u>	<u>PRICE</u>
12"	<u>5.81</u>
15"	<u>7.25</u>
18"	<u>8.68</u>
24"	<u>11.55</u>
30"	<u>14.46</u>
36"	<u>17.36</u>
42"	<u>20.23</u>

3" X 1" Corrugation - 14 Gauge

48"	<u>33.18</u>
60"	<u>40.88</u>
72"	<u>49.42</u>
96"	<u>65.17</u>

Delivery from time of order: WITHIN 5 WORKING DAYS

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401 ~~538~~

NAVARRO COUNTY, TEXAS
BID TABULATION
2007-F-003 - ANNUAL CONTRACT
FUEL FOR COUNTY VEHICLES

VENDOR	Winters Oil	Johnson Oil	
UNLEADED			
Grade		87 Oct.	89 Oct.
Rack Price	1.7915	1.7225	1.7725
Tax	0.2000	0.2000	0.2000
Freight	0.0500	0.0302	0.0302
Profit	0.0300	0.0490	0.0490
Total Cost	2.0715	2.00170	2.05170
Primary Distributor	Citgo	Flint Hills or Exxon	
DIESEL			
Rack Price	1.8550	1.8125	
Tax	0.2000	0.2000	0.2000
Freight	0.0500	0.0339	
Profit	0.0300	0.0490	
Total Cost	2.1350	2.09540	
Primary Distributor	Citog	Flint Hills or Exxon	
CONTACT NAME	Phil Juson	Tom Johnson	
CONTACT PHONE	903-872-4166	903-872-6621	

Bid awarded to Johnson Oil Company

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NAVARRO COUNTY
BID NO. 2007-F-003 ANNUAL CONTRACT - FUEL FOR COUNTY VEHICLES
RESPONSE FORMS

ACCEPTED
DATE 9-25-06
NAVARRO COUNTY AUDITOR
75-2039011
FEDERAL ID NUMBER

Wm.G.Johnson Oil Co.
FIRM SUBMITTING BID

P.O.Box 3016
ADDRESS

Corsicana, Texas
CITY, STATE, ZIP

Tom Johnson Executive Vice President
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-872-6621 903-872-7128 bjoc@nctv.com
TELEPHONE NO. FAX NO. E-MAIL ADDRESS

 9-19-06
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

Having read and understood the instruction, terms and conditions and specifications, we submit the following bid:

For the purpose of low bid determinations, the bidder is to bid the posted rack price plus profit margin, freight charges and applicable taxes, as of 12:00 noon, Monday, September 18, 2006. A copy of the refiner's posted rack price for this day must accompany the bid. **Failure to include a rack price sheet will be considered for bid rejection.**

Unleaded Gasoline (Include State gasoline tax but not federal excise tax)	Unlead 87 oct.	Plus 89 oct.
Rack or Tankwagon Price <i>September 18, 2006</i>	\$ <u>1.7225</u>	1.7725
State of Texas Tax	\$ <u>0.20</u>	.20
Freight Charges	\$ <u>.0302</u>	.0302
Firm Profit Margin	\$ <u>.049</u>	.049
Total Cost per Gallon	\$ <u>2.0017</u>	2.0527

Primary Distributor Flint Hills Resources or Exxon

Diesel Fuel

Rack or Tankwagon Price <i>September 18, 2006</i>	\$ <u>1.8125</u>
State of Texas Tax	\$ <u>0.20</u>
Freight Charges	\$ <u>.0339</u>
Firm Profit Margin	\$ <u>.049</u>
Total Cost per Gallon	\$ <u>2.0954</u>

Primary Distributor Flint Hills Resources or Exxon

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Rejected 9-23-06

NAVARRO COUNTY
BID NO. 2007-F-003 ANNUAL CONTRACT - FUEL FOR COUNTY VEHICLES
RESPONSE FORMS

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Winters Oil Partners LP.
FIRM SUBMITTING BID

75-2979544
FEDERAL ID NUMBER

P.O. Box 1637
ADDRESS

Corsicana, Tx - 75151
CITY, STATE, ZIP

Phil Judson - President
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-872-4166
TELEPHONE NO.

903-872-4259
FAX NO.

wccotx@airmail.net
E-MAIL ADDRESS

Phil Judson
SIGNATURE OF AUTHORIZED REPRESENTATIVE

9-22-06
DATE

Having read and understood the instruction, terms and conditions and specifications, we submit the following bid:

For the purpose of low bid determinations, the bidder is to bid the posted rack price plus profit margin, freight charges and applicable taxes, as of 12:00 noon, Monday, September 18, 2006. A copy of the refiner's posted rack price for this day must accompany the bid. **Failure to include a rack price sheet will be considered for bid rejection.**

Unleaded Gasoline (Include State gasoline tax but not federal excise tax)

Rack or Tankwagon Price	\$	<u>1.7915</u>
<i>September 18, 2006</i>		
State of Texas Tax	\$	<u>0.20</u>
Freight Charges	\$	<u>.0500</u>
Firm Profit Margin	\$	<u>.0300</u>
Total Cost per Gallon	\$	<u>2.0715</u>

Primary Distributor Citgo

Diesel Fuel

Rack or Tankwagon Price	\$	<u>1.8550</u>
<i>September 18, 2006</i>		
State of Texas Tax	\$	<u>0.20</u>
Freight Charges	\$	<u>.0500</u>
Firm Profit Margin	\$	<u>.0300</u>
Total Cost per Gallon	\$	<u>2.1350</u>

Primary Distributor Citgo

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NAVARRO COUNTY, TEXAS
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
BID TABULATION

(Material picked up at pit/plant) VENDOR	LOCATION	HOT OIL SAND	HOT MIX	HOT MIX COLD LAID	CATIONIC EMULSION	FLEX BASE A/1/2	FLEX BASE A/2/2	WASTE	TYPE "C" ROCK	TYPE "D" ROCK	GRADE 3 COVER STONE	PEA GRAVEL	OTHER (See Notes Below)
Vulcan Material	Tehuacana	-	-	-	-	7.00	6.00	-	13.00	13.00	-	-	i.
Hanson Aggregates	Mexia	-	-	-	-	-	6.00	-	-	-	-	-	
Arnold Crushed Stone	Blum	-	-	-	-	4.95	4.95	-	-	-	-	-	
Young Contractors	Waco	-	-	-	-	-	5.60	14.00	-	-	-	4.00	
Lone Star	Richland	-	-	-	-	7.90	6.90	-	16.00	16.00	16.00	-	
Armor Materials	Corsicana	44.00	52.25	52.25	-	-	-	37.00	-	-	-	-	ii.
Henderson Asphalt	Athens	-	52.00	52.00	-	-	-	18.00	-	-	-	-	
Ergon Asphalt	Austin	-	-	-	380.00	-	-	-	-	-	-	-	
(Material delivered)													
PCT 1													
Vulcan Material	Tehuacana	-	-	-	-	-	-	-	-	-	-	-	
Hanson Aggregates	Mexia	-	-	-	-	-	-	-	-	-	-	-	
Arnold Crushed Stone	Blum	-	-	-	-	-	-	-	-	-	-	-	
Young Contractors	Waco	-	-	-	-	-	-	-	-	-	-	-	
Lone Star	Richland	-	-	-	-	11.90	10.90	-	20.00	20.00	20.00	-	
Armor Materials	Corsicana	48.00	56.25	56.25	-	-	-	41.00	-	-	-	-	ii.
Henderson Asphalt	Athens	-	55.00	55.00	-	-	-	21.00	-	-	-	-	
Ergon Asphalt	Austin	-	-	-	403.40	-	-	-	-	-	-	-	
(Material delivered)													
PCT 2													
Vulcan Material	Tehuacana	-	-	-	-	-	-	-	-	-	-	-	
Hanson Aggregates	Mexia	-	-	-	-	-	-	-	-	-	-	-	
Arnold Crushed Stone	Blum	-	-	-	-	-	-	-	-	-	-	-	
Young Contractors	Waco	-	-	-	-	-	-	-	-	-	-	-	
Lone Star	Richland	-	-	-	-	12.70	11.70	-	20.80	20.80	20.80	-	
Armor Materials	Corsicana	49.00	57.25	57.25	-	-	-	42.00	-	-	-	-	ii.
Henderson Asphalt	Athens	-	57.00	57.00	-	-	-	23.00	-	-	-	-	
Ergon Asphalt	Austin	-	-	-	404.00	-	-	-	-	-	-	-	

Awarded to all Bidders

NAVARRO COUNTY, TEXAS
 BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
 BID TABULATION

1405

(Material delivered) PCT 3		HOT OIL SAND	HOT MIX	HOT MIX COLD LAID	CATIONIC EMULSION	FLEX BASE A/1/2	FLEX BASE A/2/2	WASTE	TYPE "C" ROCK	TYPE "D" ROCK	GRADE 3 COVER STONE	PEA GRAVEL	OTHER
Vulcan Material	Tehuacana	-	-	-	-	-	-	-	-	-	-	-	
Hanson Aggregates	Mexia	-	-	-	-	-	-	-	-	-	-	-	
Arnold Crushed Stone	Blum	-	-	-	-	-	-	-	-	-	-	-	
Young Contractors	Waco	-	-	-	-	-	-	-	-	-	-	-	
Lone Star	Richland	-	-	-	-	12.15	11.15	-	20.25	20.25	20.25	-	
Armor Materials	Corsicana	49.50	57.75	57.75	-	-	-	42.50	-	-	-	-	ii.
Henderson Asphalt	Athens	-	-	-	-	-	-	-	-	-	-	-	
Ergon Asphalt	Austin	-	-	-	402.20	-	-	-	-	-	-	-	
(Material delivered) PCT 4													
Vulcan Material	Tehuacana	-	-	-	-	-	-	-	-	-	-	-	
Hanson Aggregates	Mexia	-	-	-	-	-	-	-	-	-	-	-	
Arnold Crushed Stone	Blum	-	-	-	-	-	-	-	-	-	-	-	
Young Contractors	Waco	-	-	-	-	-	-	-	-	-	-	-	
Lone Star	Richland	-	-	-	-	13.40	12.40	-	25.50	25.50	25.50	-	
Armor Materials	Corsicana	49.50	57.75	57.75	-	-	-	42.50	-	-	-	-	ii.
Henderson Asphalt	Athens	-	-	-	-	-	-	-	-	-	-	-	
Ergon Asphalt	Austin	-	-	-	403.40	-	-	-	-	-	-	-	

Prices shown are per ton unless otherwise specified.

(1) Alternate Materials Bid - Bid Response Attached

- i. **Vulcan Materials** 1" Crushed Limestone Agg. - Tehuacana Plant - \$13.00 FOB Plant
 1" Flex Base - Groesbeck Plant - \$5.00 FOB Plant
 A-4 Flex Base - Tehuacana Plant - \$4.00 FOB Plant

- ii. **Armor Materials** Oil Sand Made with PG 64-22

FOB Plant	\$44.50
Del. Pct 1	\$48.50
Del. Pct 2	\$49.50
Del. Pct 3	\$50.00
Del. Pct 4	\$50.00

\$405

406

NAVARRO COUNTY
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
DATE 9-25-06
NAVARRO COUNTY AUDITOR

Vulcan Mat. Co.

COMPANY SUBMITTING BID

FEDERAL ID NUMBER

P.O. Box 99

ADDRESS

TEHUACANA, TX 76686

CITY, STATE, ZIP

Louie Baaker

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

254/395-4423

TELEPHONE NO.

254/395-4505

FAX NO.

Baaker Le Vmc. com

E-MAIL

[Signature]

SIGNATURE OF AUTHORIZED REPRESENTATIVE

9/21/06

DATE

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid _____

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid _____

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

NAVARRO COUNTY
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/RESPONSE FORMS

407

HANSON AGGREGATES

COMPANY SUBMITTING BID

9-25-06
75-12-93392
NAVARRO COUNTY AUDITOR
FEDERAL ID NUMBER

P.O. BOX 687

ADDRESS

MEXIA, TX 76667

CITY, STATE, ZIP

THOMAS F. GILLESPIE - AREA SALES MGR.

NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

210-658-3533

TELEPHONE NO.

210-581-5757

FAX NO.

Tommy.GILLESPIE@HANSON.biz

E-MAIL

Thomas F. Gillespie

SIGNATURE OF AUTHORIZED REPRESENTATIVE

9-21-05

DATE

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid

N/A

Location of Plant/Supplier

Material only - \$ N/A per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid

No Bid

Location of Plant/Supplier

Material only - \$ No Bid per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton



Tommy Gillespie
Area Sales Manager

Hanson Aggregates
South Central Region
P.O. Box 311535
New Braunfels, TX 78131
Tel 210-658-3533
Fax 210-581-5757
Email:
Tommy.Gillespie@HansonAmerica.com

NAVARRO COUNTY
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
9-25-06
NAVARRO COUNTY AUDITOR

408

Arnold Crushed Stone, Inc. 74-2768217
COMPANY SUBMITTING BID FEDERAL ID NUMBER

PO Box 1132 11716 HCR 1104 LOOP
ADDRESS

Blum, TX 716127
CITY, STATE, ZIP

J. Miles Arnold Operations Manager
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

817-558-9339 (off) 254-874-5246 miles@arnoldcrushedstone.com
TELEPHONE NO. FAX NO. E-MAIL

817-223-5509 (cell)
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE 9-15-06

J. Miles Arnold by [Signature]

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid _____

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid _____

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

409

NAVARRO COUNTY
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/RESPONSE FORMS

409
RECEIVED
DATE 9-25-06
NAVARRO COUNTY AUDITOR
FEDERAL ID NUMBER

Young Contractors, Inc.
COMPANY SUBMITTING BID

17426

P.O. Drawer 1800
ADDRESS

Waco Texas 76703
CITY, STATE, ZIP

Wayne R. Dutra President
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

254-754-2687 254-752-2305
TELEPHONE NO. FAX NO.

Wayne R. Dutra
SIGNATURE OF AUTHORIZED REPRESENTATIVE

E-MAIL
DATE 9-25-06

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid _____

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

NO BID

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid _____

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

NO BID

410

NAVARRO COUNTY
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/RESPONSE FORMS

DATE 9-25-06
NAVARRO COUNTY AUDIT

LONE STAR MAQUETTES, LTD
COMPANY SUBMITTING BID
FEDERAL ID NUMBER 74-311221

13374 Hwy 271 N. of
ADDRESS

TYLER, TEXAS 75708
CITY, STATE, ZIP

RONNIE M. JONES - MARKETING MANAGER
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

403-877-0400 403-877-0407 ronnie.m.jones@lonestar.com
TELEPHONE NO. FAX NO. E-MAIL

[Signature] 9-25-06
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid No Bid

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid No Bid

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

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NAVARRO COUNTY
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
9-25-06
COUNTY AUDITOR

ARMOR MATERIALS
COMPANY SUBMITTING BID

86 111 888
FEDERAL ID NUMBER

P.O. BOX 488
ADDRESS

CORSICANA TX 75151
CITY, STATE, ZIP

MARK JONES - PLANT MANAGER
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903-874-4445 903-874-4333 mark@armormaterials.com
TELEPHONE NO. FAX NO. E-MAIL

Mark Jones 9-25-06
SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid OIL SAND MADE W/AC 1.5

Location of Plant/Supplier ARMOR MATERIALS 917 CR 0020 SE, CORSICANA

Material only -	\$	<u>44.00</u>	per ton
Applied to road in Pct 1 -	\$	<u>48.00</u>	per ton
Applied to road in Pct 2 -	\$	<u>49.00</u>	per ton <i>m9</i>
Applied to road in Pct 3 -	\$	<u>49.50</u>	per ton
Applied to road in Pct 4 -	\$	<u>49.50</u>	per ton

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid HOT MIX ASPHALT TYPES B, C & D

Location of Plant/Supplier ARMOR MATERIALS, CORSICANA

Material only -	\$	<u>52.25</u>	per ton
Applied to road in Pct 1 -	\$	<u>56.25</u>	per ton
Applied to road in Pct 2 -	\$	<u>57.25</u>	per ton <i>m9</i>
Applied to road in Pct 3 -	\$	<u>57.75</u>	per ton
Applied to road in Pct 4 -	\$	<u>57.75</u>	per ton

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NAVARRO COUNTY
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
9-25-06
COUNTY AUDITOR

Henderson County Asphalt, Inc. 75-2002352
 COMPANY SUBMITTING BID FEDERAL ID NUMBER

Box 310
 ADDRESS

Athens, Texas 75751
 CITY, STATE, ZIP

Donny Campbell, President
 NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

903/489-2300 903/4890297 hcacohotmix@aol.com
 TELEPHONE NO. FAX NO. E-MAIL

9-20-06
 DATE

Donny Campbell
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid NIB

Location of Plant/Supplier _____

- Material only - \$ _____ per ton
- Applied to road in Pct 1 - \$ _____ per ton
- Applied to road in Pct 2 - \$ _____ per ton
- Applied to road in Pct 3 - \$ _____ per ton
- Applied to road in Pct 4 - \$ _____ per ton

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid TYO Rock, Screenings, Sand + AC/20

Location of Plant/Supplier MALAKOPL, TX

- Material only - \$ 52.00 per ton
- Applied to road in Pct 1 - \$ 55.00 per ton
- Applied to road in Pct 2 - \$ 57.00 per ton
- Applied to road in Pct 3 - \$ NIB per ton
- Applied to road in Pct 4 - \$ NIB per ton

413

NAVARRO COUNTY
BID NO. 2007-R-004 ANNUAL CONTRACT FOR ROAD AND BASE MATERIALS
SPECIFICATIONS/RESPONSE FORMS

ACCEPTED
9-25-06

ERGON ASPHALT & EMULSIONS, INC.
COMPANY SUBMITTING BID

64-0666411 NAVARRO COUNTY AUDITOR
FEDERAL ID NUMBER

11612 RM 2244, BUILDING 1, SUITE 250
ADDRESS

AUSTIN, TEXAS 78738
CITY, STATE, ZIP

DAVID STROUD, AREA MANAGER
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

(512) 469-9292
TELEPHONE NO.

(512) 469-0391
FAX NO.

david.stroud@ergon.com
E-MAIL

David Stroud
SIGNATURE OF AUTHORIZED REPRESENTATIVE

09/20/06
DATE

The following products are included in this bid:

OIL BASE

Plant Mixed Asphalt - Hot Oil Sand:

Description of Product Being Bid NO BID

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton

Plant Mixed Asphalt - Hot Mix - Item 340 (State Specifications):

Description of Product Being Bid NO BID

Location of Plant/Supplier _____

Material only - \$ _____ per ton

Applied to road in Pct 1 - \$ _____ per ton

Applied to road in Pct 2 - \$ _____ per ton

Applied to road in Pct 3 - \$ _____ per ton

Applied to road in Pct 4 - \$ _____ per ton



PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

SEP 14 2006

August 31, 2006

Navarro County, Texas
Juvenile Probation Department
Attention: Ms. Paula J. Welch
300 W. Third Avenue, Suite 10
Corsicana, Texas 75110

Ladies and Gentlemen:

We are pleased to confirm our understanding of the services we are to provide Navarro County Juvenile Probation Department for the year ended August 31, 2006. We will audit the financial statements of Navarro County Juvenile Probation Department as of and for the year ended August 31, 2006.

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with the guidelines issued by the Texas Juvenile Probation Commission and U.S. generally accepted accounting principles. Our audit will be conducted in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Navarro County Juvenile Probation Department and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

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Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. Management's responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the Navarro County Juvenile Probation Department and the respective changes in financial position, where applicable, in conformity with U.S. generally accepted accounting principles.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

As part of the audit, we will prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinion on Navarro County Juvenile Probation Department's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*.

Audit Procedures—Compliance

Identifying and ensuring that Navarro County Juvenile Probation Department complies with the provisions of laws, regulations, contracts, agreements, and grants is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Navarro County Juvenile Probation Department's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Audit Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Pattillo, Brown and Hill, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Texas Juvenile Probation Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Juvenile Probation Commission. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

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Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$2,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2004 peer review letter of comment accompanies this letter.

We appreciate the opportunity to be of service to Navarro County Juvenile Probation Department and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
PATTILLO, BROWN & HILL, L.L.P.

Paula Spiegelhauer
Paula Spiegelhauer, CPA

PS/as

RESPONSE:

This letter correctly sets forth the understanding of Navarro County Juvenile Probation Department.

By: *Al Bristol*

Title: *Navarro County Judge*

Date: *9/25/06*

STATE OF TEXAS §
COUNTY OF NAVARRO §

IN THE COMMISSIONERS COURT

**NAVARRO COUNTY INDIGENT
BURIAL/CREMATION POLICY**

WHEREAS, "The Commissioners Court of each county shall provide for the disposition of the body of a deceased pauper. The Commissioners Court may adopt rules to implement this section." Tex. Health & Safety Code Ann., §694.002(a) (2006).

WHEREAS, section 711.002(a) of the Texas Health and Safety Code states:
Unless a decedent has left directions in writing for the disposition of the decedent's remains as provided in Subsection (g), the following persons, in the priority listed, have the right to control the disposition, including cremation, of the decedent's remains, shall inter the remains, and are liable for the reasonable cost of interment:

- (1) the person designated in a written instrument signed by the decedent;
- (2) the decedent's surviving spouse;
- (3) any one of the decedent's surviving adult children;
- (4) either one of the decedent's surviving parents;
- (5) any one of the decedent's surviving adult siblings; or
- (6) any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent. Tex. Health & Safety Ann. §711.002(a) (2006).

WHEREAS, a Commissioners Court may dispose of identified pauper's remains by burial, by donating the body to a medical facility, or by cremation. Tex. Atty Gen. No. GA-0301 (2005).

NOW THEREFORE IT IS ORDERED by the Commissioners Court of Navarro County, Texas that the following rules are hereby implemented for the disposition of a deceased pauper's remains:


- 1. The County Judge is granted the authority to administer these rules without further authorization of Commissioners Court.
- 2. Navarro County will pay for cremation only.
- 3. Navarro County will pay \$200.00 toward the cost of cremation. The cremains will be interred at Modrell Cemetery, located in Corsicana, Texas, and owned by the City of Corsicana. The County can no longer afford any other disposition and Modrell Cemetery has very limited space.

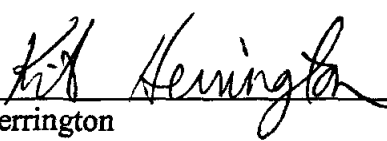
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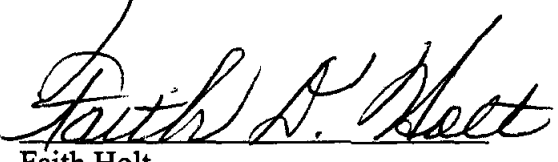
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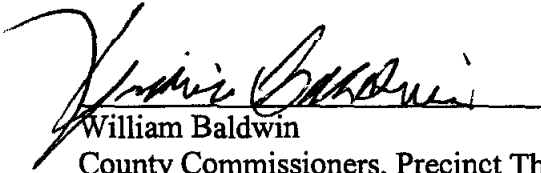
- 4. Funds held by the nursing home for the indigent deceased person, funds available from a trust fund, estate of the deceased person, account belonging to the deceased person, or any amounts of family members available for disposition of the deceased person's remains shall be applied toward reducing the \$200.00 payable by Navarro County.

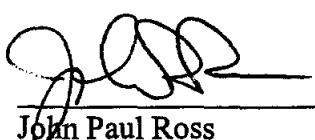
EFFECTIVE this 25 day of September, 2006.

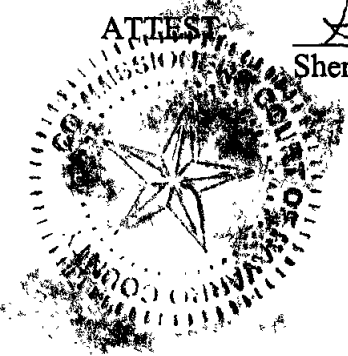
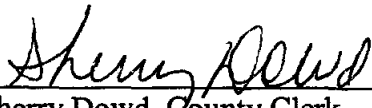

 Alan Bristol, County Judge


 Kit Herrington
 County Commissioners, Precinct One


 Faith Holt
 County Commissioners, Precinct Two


 William Baldwin
 County Commissioners, Precinct Three


 John Paul Ross
 County Commissioners, Precinct Four

ATTEST  
 Sherry Dowd, County Clerk