

AGENDA ITEM # 10July 8, 1997*Hold public hearing for Re-subdivision of Lot 45, Whitetail Subdivision.

At 10:00 a.m. Judge Doerfler announced public hearing open for re-subdivision of Lot 45, Whitetail Subdivision.

County Engineer Joe England advised this plat divides Lot 45 into two 5.04 acre lots with the Cities and County Health District signature on the plat. The dip type driveways meet county requirements said the County Engineer.

At 10:05 a.m. Judge Doerfler announced public hearing closed for re-subdivision of Lot 45 Whitetail Subdivision.

AGENDA ITEM # 11July 8, 1997*Consider granting final plat approval for Re-subdivision of Lot 45, Whitetail Subdivision.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To grant final plat approval for Re-Subdivision of Lot 45, Whitetail Subdivision.

Vote: Motion carried 4 - 0

AGENDA ITEM # 12July 8, 1997*Open and consider awarding, rejecting or extending bids for Anderson Mill Road Phase Two.

At 10:30 a.m. Judge Doerfler announced time to receive bids for Anderson Mill Road Phase Two.

At 10:32 a.m. Judge Doerfler announced time closed to receive bids for Anderson Mill Road Phase Two.

Bids were received and read aloud from:

Austin Bridge & Road, Inc.
 Bland/Schroeder Construction, L.P.
 Capital Excavation Company
 Edward R. Coleman Construction
 JKL, Inc.
 N-Ovative Construction
 Reconstruction Specialties
 Rogers Construction Company
 Smith Contracting Company

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Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To note receipt of bids for Anderson Mill Road, Phase Two with award to be made July 15, 1997.

Vote: Motion carried 3 - 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >

AIU Insurance Company
American Home Assurance Company
Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
National Union Fire Insurance Company of Pittsburgh, Pa.
New Hampshire Insurance Company



American International Companies

Principal Bond Office
70 Pine Street, New York, N.Y. 10270

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BID BOND (AIA 310)

KNOW ALL MEN BY THESE PRESENTS:

That AUSTIN BRIDGE & ROAD, INC., as Principal, and
AMERICAN HOME ASSURANCE COMPANY, as Surety, are held and firmly bound
unto Williamson County, as Obligee, in the sum of
Five Percent of the Greatest Amount Bid Dollars
(\$ 5% GAB), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Anderson Mill Road, Phase 11

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

Signed, sealed and dated July 8, 1997

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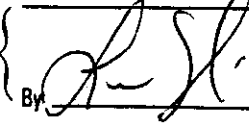

(Witness)

AUSTIN BRIDGE & ROAD, INC.

(Principal)

(Seal)

By

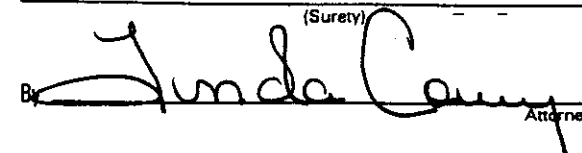

Estimating Manager
(Title)

AMERICAN HOME ASSURANCE COMPANY

(Surety)

Bond No. AIA 310= 269

By


Attorney-In-Fact

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company, a Pittsburgh, Pa. Pennsylvania corporation does each hereby appoint

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and other obligations in the nature thereof, issued in the course of its business, and to bind the respective company thereby.



On this 20 day of April, 1961.

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Excerpts of Resolutions adopted by the Boards of Directors of the National Home for the Blind, Inc. and the National Home for the Deaf, Inc. on May 18, 1976:

[illegible]

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions and Declaration shall be deemed to have been adopted on the date thereof, said date to be not later than the date of Delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Philadelphia, do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued by said corporations, are correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

8th July 97



Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary

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

SUBCONTRACTOR QUALIFICATION

COMPLETED CONTRACTS

Firm Name AUSTIN BRIDGE & ROAD

Four Largest Contracts Completed in Last 5 Years

PROJECT #1/NAME <u>US 290 F478(18)</u>	PROJECT #2/NAME <u>FM 734</u>
LOCATION <u>TRAVIS COUNTY</u>	LOCATION <u>WILLIAMSON COUNTY</u>
VALUE OF CONTRACT <u>\$ 9.6 MILLION</u>	VALUE OF CONTRACT <u>\$ 7.4 MILLION</u>
OWNER <u>Tx DOT</u>	OWNER <u>Tx DOT</u>
ADDRESS <u>P.O. DRAWER 15426, AUSTIN TX</u>	ADDRESS <u>P.O. Box 862, GEORGETOWN, TEXAS 78627</u>
CONTACT & PHONE <u>TERRY JACKSON (512) 832-7000</u>	CONTACT & PHONE <u>BILL GLENN 512 863-2842</u>
ARCHITECT/ENGINEER <u>SAME</u>	ARCHITECT/ENGINEER <u>SAME</u>
CONTACT & PHONE <u>" "</u>	CONTACT & PHONE <u>" "</u>
CONTRACTOR <u>N/A</u>	CONTRACTOR <u>N/A</u>
CONTACT & PHONE <u>" "</u>	CONTACT & PHONE <u>" "</u>
FAX # OF CONTACT <u>" "</u>	FAX # OF CONTACT <u>" "</u>
PROJECT #3/NAME <u>US 183 F(1068)37</u>	PROJECT #4/NAME <u>TAXINAY AND TERMINAL APRON PAVEMENT REHABILITATION</u>
LOCATION <u>TRAVIS COUNTY</u>	LOCATION <u>ROBERT MUELLER MUNICIPAL AIRPORT</u>
VALUE OF CONTRACT <u>\$ 7.6 MILLION</u>	VALUE OF CONTRACT <u>\$ 2.7 MILLION</u>
OWNER <u>Tx DOT</u>	OWNER <u>CITY OF AUSTIN</u>
ADDRESS <u>P.O. DRAWER 15426, AUSTIN, TX</u>	ADDRESS <u>905 BRANTON SPRGS, AUSTIN, TX.</u>
CONTACT & PHONE <u>TERRY JACKSON (512) 832-7000</u>	CONTACT & PHONE <u>RON GENTRY 412-9439</u>
ARCHITECT/ENGINEER <u>SAME</u>	ARCHITECT/ENGINEER <u>A.P.E. ENGINEERING</u>
CONTACT & PHONE <u>" "</u>	CONTACT & PHONE <u>LINDA BARON 327-9520</u>
CONTRACTOR <u>N/A</u>	CONTRACTOR <u>N/A</u>
CONTACT & PHONE <u>" "</u>	CONTACT & PHONE <u>" "</u>
FAX # OF CONTACT <u>" "</u>	FAX # OF CONTACT <u>" "</u>

**ANNUAL WRITTEN CONSENT OF THE SOLE DIRECTOR
OF AUSTIN BRIDGE & ROAD, INC.**

The undersigned, as sole director of Austin Bridge & Road, Inc., a Delaware corporation (the "Company"), does by this writing consent to take the following actions and adopt the following resolutions:

1. RESOLVED, that the acts of the Director and Officers of the Company from March 1, 1995 to this date are hereby ratified and approved.
2. RESOLVED, that the following persons be and are hereby elected officers of the Company effective this day:

President & Assistant Secretary	Ronald J. Gafford
Vice President & Assistant Secretary	Gary D. Atwood
Vice President	Roger C. Bailey
Vice President	William J. Neese, Jr.
Secretary	Alan P. Stakem
Treasurer & Assistant Secretary	James E. Schranz

3. RESOLVED, that Arthur Andersen & Company shall audit the books and financial statements of the Company for the year ending December 31, 1996.
4. RESOLVED, that the following persons be and are hereby authorized to execute contracts and surety bonds on behalf of the Company from this date until the next Annual Written Consent of the Sole Director:

Gary D. Atwood	William J. Neese, Jr.
Roger C. Bailey	James E. Schranz
Ronald J. Gafford	Alan P. Stakem

5. RESOLVED, that the following persons are authorized to execute subcontracts on behalf of the Company from this day until the next Annual Written Consent of the Sole Director:

Gary D. Atwood	William J. Neese, Jr.
Roger C. Bailey	James E. Schranz
Ronald J. Gafford	Alan P. Stakem

6. FURTHER RESOLVED, that the following persons are authorized to submit proposals on behalf of the Company from this date until the next Annual Written Consent of the Sole Director:

Gary D. Atwood	Ronald J. Gafford
Roger C. Bailey	William J. Neese, Jr.
Jerry W. Barnes	James E. Schranz
John B. Clark	Lee Solis
Michael D. Ducote	Alan P. Stakem

BIDDING SHEETS

JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Anderson Mill Road, Phase II and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1. (110)	11,844	SY	Excavation, complete in place for <u>Five</u> dollars and <u>Fifty</u> cents.	<u>\$ 5⁵⁰</u>	<u>\$ 65,142⁰⁰</u>
2.	11,844	SY	Sub-grade Preparation, complete in place for <u>One</u> dollars and <u>Twenty</u> cents.	<u>\$ 1²⁰</u>	<u>\$ 14,212⁸⁰</u>
3. (247)	9,468	SY	18" Flexible Base, complete in place for <u>Nine</u> dollars and <u>100</u> cents.	<u>\$ 9⁰⁰</u>	<u>\$ 85,212⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
4. (340)	9,468	SY	5" H.M.A.C., complete in place for <u>Eight</u> dollars and <u>no</u> cents.	\$ <u>8⁰⁰</u>	\$ <u>75,744⁰⁰</u>
5. (529)	5,010	LF	Curb and Gutter, complete in place for <u>Six</u> dollars and <u>no</u> cents.	\$ <u>6⁰⁰</u>	\$ <u>30,060⁰⁰</u>
6. (529)	120	LF	Ribbon Curb, complete in place for <u>Twelve</u> dollars and <u>no</u> cents.	\$ <u>12⁰⁰</u>	\$ <u>1,440⁰⁰</u>
7. (531)	1,654	SY	Sidewalk, complete in place for <u>Twenty Four</u> dollars and <u>no</u> cents.	\$ <u>24⁰⁰</u>	\$ <u>39,696⁰⁰</u>
8.	4	EA.	Type 1 Handicap Ramps, complete in place for <u>Nine Hundred</u> dollars and <u>no</u> cents.	\$ <u>900⁰⁰</u>	\$ <u>3,600⁰⁰</u>
9. (536)	103	SY	Concrete Median, complete in place for <u>Twenty Six</u> dollars and <u>no</u> cents.	\$ <u>26⁰⁰</u>	\$ <u>2,678⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
10.	2	EA.	Valley Gutter, complete in place for <u>Thirty Six Hundred</u> dollars and <u>no</u> cents.	<u>\$ 3,600⁰⁰</u>	<u>\$ 7,200⁰⁰</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place for <u>Forty Three</u> dollars and <u>no</u> cents.	<u>\$ 43⁰⁰</u>	<u>\$ 8,600⁰⁰</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for <u>Two</u> dollars and <u>no</u> cents.	<u>\$ 2⁰⁰</u>	<u>\$ 400⁰⁰</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place for <u>One Thousand</u> dollars and <u>no</u> cents.	<u>\$ 1,000⁰⁰</u>	<u>\$ 5,000⁰⁰</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for <u>Thirteen</u> dollars and <u>no</u> cents.	<u>\$ 13⁰⁰</u>	<u>\$ 2,600⁰⁰</u>
15. (464)	359	LF	18" RCP, complete in place for <u>Sixty Four</u> dollars and <u>no</u> cents.	<u>\$ 74⁰⁰</u>	<u>\$ 26,566⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
16. (464)	5	LF	27" RCP, complete in place for <u>Twenty</u> dollars and <u>no</u> cents.	\$ <u>90⁰⁰</u>	\$ <u>450⁰⁰</u>
17. (464)	283	LF	36" RCP, complete in place for <u>Seventy Eight</u> dollars and <u>no</u> cents.	\$ <u>78⁰⁰</u>	\$ <u>22,074⁰⁰</u>
18. (464)	111	LF	48" RCP, complete in place for <u>Thirty Three</u> dollars and <u>no</u> cents.	\$ <u>93⁰⁰</u>	\$ <u>10,323⁰⁰</u>
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place for <u>Nine Hundred Ten</u> dollars and <u>no</u> cents.	\$ <u>910⁰⁰</u>	\$ <u>910⁰⁰</u>
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for <u>Five</u> dollars and <u>no</u> cents.	\$ <u>5⁰⁰</u>	\$ <u>2,625⁰⁰</u>
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place for <u>Seventy</u> dollars and <u>no</u> cents.	\$ <u>70⁰⁰</u>	\$ <u>10,430⁰⁰</u>

biddoc.doc

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place for <u>Sixteen hundred</u> dollars and <u>NO</u> cents.	<u>\$ 1,600⁰⁰</u>	<u>\$ 1,600⁰⁰</u>
23. (424)	1	LS	Junction Box #1, complete in place for <u>Sixty Five Hundred</u> dollars and <u>NO</u> cents.	<u>\$ 6,500⁰⁰</u>	<u>\$ 6,500⁰⁰</u>
24. (424)	1	LS	Junction Box #2, complete in place for <u>Sixty Five Hundred</u> dollars and <u>NO</u> cents.	<u>\$ 6,500⁰⁰</u>	<u>\$ 6,500⁰⁰</u>
25. (465)	3	EA.	10' Type 1 Inlet, complete in place for <u>Two Thousand Nine Hundred</u> dollars and <u>NO</u> cents.	<u>\$ 2,900⁰⁰</u>	<u>\$ 8,700⁰⁰</u>
26. (465)	1	LS	5' Dia. Manhole, complete in place for <u>Three Thousand</u> dollars and <u>NO</u> cents.	<u>\$ 3,000⁰⁰</u>	<u>\$ 3,000⁰⁰</u>
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place for <u>Twenty Seven</u> dollars and <u>NO</u> cents.	<u>\$ 27⁰⁰</u>	<u>\$ 351⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
28. (496)	1	LS	Tie to Existing 27" RCP, complete in place for <u>Thirteen Hundred</u> dollars and <u>NO</u> cents.	<u>\$ 1,300⁰⁰</u>	<u>\$ 1,300⁰⁰</u>
29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place for <u>Twenty Seven</u> dollars and <u>NO</u> cents.	<u>\$ 27⁰⁰</u>	<u>\$ 1,674⁰⁰</u>
30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place for <u>One Thousand</u> dollars and <u>NO</u> cents.	<u>\$ 1,000⁰⁰</u>	<u>\$ 2,000⁰⁰</u>
31.	1	EA.	Stabilized Construction Entrance\Exit, complete in place for <u>Seven Hundred</u> dollars and <u>NO</u> cents.	<u>\$ 700⁰⁰</u>	<u>\$ 700⁰⁰</u>
32.	1,915	LF	Silt Fence, complete in place for <u>One</u> dollars and <u>NO</u> cents.	<u>\$ 1⁰⁰</u>	<u>\$ 1,915⁰⁰</u>
33.	85	LF	Rock Berm, complete in place for <u>Twelve</u> dollars and <u>NO</u> cents.	<u>\$ 12⁰⁰</u>	<u>\$ 1,020⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
34.	95	LF	Tree Protection, complete in place for <u>One</u> dollars and <u>no</u> cents.	\$ <u>1⁰⁰</u>	\$ <u>95⁰⁰</u>
35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for <u>100</u> dollars and <u>Twenty Six</u> cents.	\$ <u>0²⁶</u>	\$ <u>124⁸⁰</u>
36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for <u>no</u> dollars and <u>Fifty Two</u> cents.	\$ <u>0⁵²</u>	\$ <u>725⁴⁰</u>
37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for <u>Two</u> dollars and <u>no</u> cents.	\$ <u>2⁰⁰</u>	\$ <u>582⁰⁰</u>
38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for <u>Four</u> dollars and <u>no</u> cents.	\$ <u>4⁰⁰</u>	\$ <u>148⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
39. (540)	75	LF	Guard Fence, complete in place for <u>Eighteen</u> dollars and <u>120</u> cents.	\$ <u>18⁰⁰</u>	\$ <u>1,350⁰⁰</u>
40.	24	EA.	Type 4 End of Road Marker, complete in place for <u>Fifty Nine</u> dollars and <u>10</u> cents.	\$ <u>59⁰⁰</u>	\$ <u>1,416⁰⁰</u>
41.	3	EA.	R1-1, 30"x 30" Signs, complete in place <u>One hundred</u> for <u>Thirteen</u> dollars and <u>120</u> cents.	\$ <u>134⁰⁰</u>	\$ <u>402⁰⁰</u>
42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place for <u>Eighty Six</u> dollars and <u>120</u> cents.	\$ <u>86⁰⁰</u>	\$ <u>86⁰⁰</u>
43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place <u>One Hundred</u> for <u>Fourty Four</u> dollars and <u>10</u> cents.	\$ <u>144⁰⁰</u>	\$ <u>144⁰⁰</u>
44.	1	EA	W9-2, 36"x 36" Sign, complete in place <u>One Hundred</u> for <u>Fourty Four</u> dollars and <u>10</u> cents.	\$ <u>144⁰⁰</u>	\$ <u>144⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place <i>Two Hundred</i> for <u>Nineteen</u> dollars and <u>no</u> cents.	\$ <u>219⁰⁰</u>	\$ <u>219⁰⁰</u>
46.	1	EA.	R11-2, 48"x 30" Sign, complete in place <i>One Hundred</i> for <u>Fifty</u> dollars and _____ cents.	\$ <u>150⁰⁰</u>	\$ <u>150⁰⁰</u>
47.	5,625	SY	Hydromulch Disturbed Areas, and Re-Establish Vegetation, complete in place for <u>no</u> dollars and <u>Twenty Seven</u> cents.	\$ <u>0²⁷</u>	\$ <u>1,518⁷⁵</u>

TOTAL BASE BID (Items 1 thru 47):

\$ 457,327⁷⁵

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.


The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated 8/2/97
Addendum No. 2 dated _____
Addendum No. 3 dated _____

Received 8/2/97
Received _____
Received _____

Respectfully Submitted,

 LEE SOLIS


Estimating Manager
Title

Austin Bridge & Road
Name of Firm

8/8/97
Date

8906 Wall St #403, Austin Tx 78754
Address

(512) 835-1608
Telephone


Secretary, if Contractor is a Corporation

COPY

SPECIAL NOTES

Please check the following prior to sealing and submitting your bid/proposal.

1. Official Williamson County Bid Form Completed, signed, and enclosed?

YES ☒ NO ☐

2. All bid specification sheets completed (including company name at bottom of each sheet) and attached?

YES ☒ NO ☐

3. Have you included four (4) copies of your bid as required?

YES ☐ NO ☐

4. Have you written the name of your business on the front of the sealed envelope?

YES ☒ NO ☐

5. Have you written the description of the commodity that you are bidding on the front of the sealed envelope?

YES ☒ NO ☐

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BLAND/SCHROEDER CONSTRUCTION, L.P.
8705 SHOAL CREEK BLVD. STE 101
AUSTIN, TX 78757

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: BLAND/SCHROEDER CONSTRUCTION, L.P.
 Mailing Address: 8705 SHOAL CREEK BLVD., SUITE 101
 City: AUSTIN State: TEXAS Zip: 78757
 Telephone: (512) 458-8285 Fax: (512) 458-7805

BID

(Add additional sheets if necessary)

ITEM

UNIT PRICE

SEE ATTACHED BIDDING SHEETS - PAGES BD-5 THROUGH BD-13

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: 

Date of BID: 7-8-97

Name and Title of Signer: JOE BLAND, PRES., GENERAL PARTNER
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

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BLAND/SCHROEDER CONSTRUCTION, L.P.
 8705 SHOAL CREEK BLVD. STE 101
 AUSTIN, TX 78757

3.0 BID DOCUMENTS

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BLAND/SCHROEDER CONSTRUCTION, L.P.
8705 SHOAL CREEK BLVD. STE 101
AUSTIN, TX 78757

INSTRUCTIONS TO BIDDERS

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1. Prior to submitting any proposal, bidders are required to read the plans, specifications, proposal, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent proposal.
2. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he be in doubt as to their meaning, he should notify at once the Engineer and obtain clarification or addendum prior to submitting any bid.
3. It shall be the responsibility of the bidder to see that his bid is received at the place and time named in the Notice to Bidders. Bids received after closing time will be returned unopened.
4. Bids shall be submitted in sealed envelopes plainly marked "Sealed Bid" and showing the name of the project, the job number if applicable, and the opening date and time.
5. Bids shall be submitted on proposal forms furnished by Williamson County.
6. All proposals shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated by item 11 below, within ten (10) days after notice of award of contract to him. Proposal guarantees must be submitted in the same sealed envelope with the proposal. Proposals submitted without check or bid bonds will not be considered.
7. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the owner elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.

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8. Until the award of the contract, Williamson County reserves the right to reject any and all proposals and to waive technicalities; to advertise for new proposals; or to do the work otherwise when the best interest of Williamson County will be thereby promoted.
9. In case of ambiguity or lack of clarity in the statement of prices in the bids, Williamson County reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.
10. Award of the contract, if awarded, will be made within sixty (60) days after opening of the proposals, and no bidder may withdraw his proposal within said sixty (60) day period of time unless a prior award is made.
11. Within ten (10) days after written notification of award of the contract, the successful bidder must furnish a performance bond and a payment bond in the amount of one-hundred percent (100%) of the total contract price. Provided however, if the contract price is less than \$50,000.00, the bidder shall have the option of providing a letter of credit in lieu of a performance bond, said letter of credit in a form acceptable to Williamson County. Said performance bond, or letter of credit, if applicable, and payment bond shall be from an approved surety company holding a permit from the State of Texas to act as surety (and acceptable according to the latest list of companies holding certificates of authority from the Security of the Treasury of the United States) or other surety or sureties acceptable to the Owner, with approval prior to bid opening.
12. If the total contract price is less than \$25,000.00 the performance and payment bond requirement will be waived by Williamson County. Payment will be made following completion of the work.
13. Failure to execute the construction contract within ten (10) days of written notification of award or failure to furnish the performance bond, or letter of credit if applicable, and payment bond as required by item 11 above, shall be just cause for the annulment of the award. In case of the annulment of the award, the proposal guarantee shall become the property of Williamson County, not as a penalty, but as a liquidated damage.
14. No contract shall be binding upon Williamson County until it has been signed by the Williamson County Engineer.

15. The Contractor shall not commence work under this contract until he has furnished certification of all insurance required and such has been approved by Williamson County, nor shall the contractor allow any subcontractor to commence work on his subcontract until proof of all similar insurance that is required of the subcontractor has been furnished and approved.
16. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.
17. No Texas sales tax shall be included in the prices bid for work under this contract. This contract is issued by an organization which is qualified for exemption pursuant to the provisions of Article 10.04 (h) of the Texas Limited Sales, Excise and Use Tax Act. The contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate complying with State Comptroller's ruling #95-0.07. Any such exemption certificate issued by the contractor in lieu of the tax shall be subject to the provisions of the State Comptroller's ruling #95-0.09 as amended to be effective July 1, 1979.
18. No conditional bids will be accepted.

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

BOND NUMBER BD32912

KNOW ALL MEN BY THESE PRESENTS:

THAT BLAND/SCHROEDER CONSTRUCTION, L.P., 8705 SHOAL CREEK BLVD, SUITE 101, AUSTIN, TEXAS 78757 as Principal, and COMMERCIAL INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto WILLIAMSON COUNTY, 211 COMMA COVE, GEORGETOWN, TEXAS 78664 as Oblige, in the full and just sum of FIVE (5%) PERCENT OF AMOUNT BID lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is hereby submitting its proposal for ANDERSON MILL ROAD - PHASE II.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered 7TH day of JULY, 1997.

BLAND/SCHROEDER CONSTRUCTION, L.P.

PRINCIPAL

By

(SEAL)

PRBS, GENERAL PARTNER
COMMERCIAL INDEMNITY INSURANCE COMPANY

By

JOHN W. SCHULER,

(SEAL)
ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
P.O. Box 67
Austin, Texas 78741

COMMERCIAL
INDEMNITY INSURANCE CO.

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BD32912

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 12th day of May, 1996, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-In-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Commercial Indemnity Insurance Company does hereby make, constitute and appoint:

JOHN W. SCHULER

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 sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The Obligation of the Company shall not exceed one million (\$1,000,000.00) Dollars.

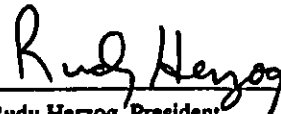
And to bind Commercial Indemnity Insurance company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the Commercial Indemnity Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Commercial Indemnity Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

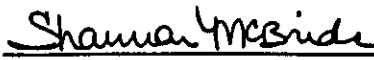


State of Texas

County of Travis


Rudy Herzog, President

On this 12th day of May, in the year 1996, before me Shannon McBride, a notary public, personally appeared Rudy Herzog, personally know to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.


Shannon McBride, Notary Public



Commission Expires 5-20-98

CERTIFICATE

I, the undersigned, Secretary of Commercial Indemnity Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked:

Signed and Sealed a the said Company at Austin, Texas dated this 7TH day of JULY, 1997




Paul Cameron, Secretary

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COMMERCIAL INDEMNITY

Insurance Company

(formerly Commercial Lloyd's Insurance Company)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact **Rudy Herzog**, President of Operations, whose **direct dial number is 512-444-7776**. You may also **fax** us information at **512-440-0989**.

You may also **call** Commercial Indemnity Insurance Company's **toll-free** telephone number for information or to make a complaint at:

1-800-234-8046

You may also **write** to Commercial Indemnity Insurance Company : 1507 South IH-35, Austin, Texas 78741.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may also write the Texas Department of Insurance: P.O. Box 149104, Austin, Texas 78714-9104, Fax 512-475-1771.

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part of condition of the attached document.

BIDDING SHEETS

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JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Anderson Mill Road, Phase II and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1. (110)	11,844	SY	Excavation, complete in place for <u>SEVEN</u> dollars and <u>FIFTEEN</u> cents.	<u>\$ 715</u>	<u>\$ 84,684.00</u>
2.	11,844	SY	Sub-grade Preparation, complete in place for <u>ONE</u> dollars and <u>TWENTY</u> cents.	<u>\$ 120</u>	<u>\$ 14,212.80</u>
3. (247)	9,468	SY	18" Flexible Base, complete in place for <u>TEN</u> dollars and <u>No</u> cents.	<u>\$ 10.00</u>	<u>\$ 94,680.00</u>

biddoc.doc

BD-5

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BLAND/SCHROEDER CONSTRUCTION, L.P.
8705 SHOAL CREEK BLVD. STE 101
AUSTIN, TX 78757

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
4. (340)	9,468	SY	5" H.M.A.C., complete in place for <u>SEVEN</u> dollars and <u>FIFTY</u> cents.	<u>\$7⁵⁰</u>	<u>\$ 71,010⁰⁰</u>
5. (529)	5,010	LF	Curb and Gutter, complete in place for <u>SIX</u> dollars and <u>TWENTY</u> cents.	<u>\$6²⁰</u>	<u>\$ 31,062⁰⁰</u>
6. (529)	120	LF	Ribbon Curb, complete in place for <u>TEN</u> dollars and <u>SIXTY</u> cents.	<u>\$10⁶⁰</u>	<u>\$ 1272⁰⁰</u>
7. (531)	1,654	SY	Sidewalk, complete in place for <u>THIRTY</u> dollars and <u>NO</u> cents.	<u>\$30⁰⁰</u>	<u>\$ 49,620⁰⁰</u>
8.	4	EA.	Type 1 Handicap Ramps, complete in place for <u>Eight Hundred</u> dollars and <u>NO</u> cents.	<u>\$800⁰⁰</u>	<u>\$ 3,200⁰⁰</u>
9. (536)	103	SY	Concrete Median, complete in place for <u>TWENTY FIVE</u> dollars and <u>NO</u> cents.	<u>\$25⁰⁰</u>	<u>\$ 2,575⁰⁰</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
10.	2	EA.	Valley Gutter, complete in place THIRTYTHREE for <u>HUNDRED</u> dollars and <u>No</u> cents.	<u>\$300</u>	<u>\$600</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place Fortyfive for <u>Fortyfive</u> dollars and <u> </u> cents.	<u>\$45</u>	<u>\$9,000</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for <u>ONE</u> dollars and <u>No</u> cents.	<u>\$1</u>	<u>\$200</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place THREE for <u>HUNDRED</u> dollars and <u>No</u> cents.	<u>\$300</u>	<u>\$1500</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for <u>FIFTEEN</u> dollars and <u>No</u> cents.	<u>\$15</u>	<u>\$3000</u>
15. (464)	359	LF	18" RCP, complete in place for <u>THIRTYTWO</u> dollars and <u>No</u> cents.	<u>\$32</u>	<u>\$11,488</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
16. (464)	5	LF	27" RCP, complete in place for <u>THIRTY NINE</u> dollars and <u>No</u> cents.	\$ <u>39.00</u>	\$ <u>195.00</u>
17. (464)	283	LF	36" RCP, complete in place for <u>SIXTY FOUR</u> dollars and <u>No</u> cents.	\$ <u>64.00</u>	\$ <u>18,112.00</u>
18. (464)	111	LF	48" RCP, complete in place for <u>NINETY</u> dollars and <u>No</u> cents.	\$ <u>90.00</u>	\$ <u>9,990.00</u>
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place for <u>THIRTEEN HUNDRED</u> dollars and <u>No</u> cents.	\$ <u>1300.00</u>	\$ <u>1300.00</u>
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for <u>TEN</u> dollars and <u>No</u> cents.	\$ <u>10.00</u>	\$ <u>5,250.00</u>
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place for <u>FORTY FOUR</u> dollars and <u>No</u> cents.	\$ <u>44.00</u>	\$ <u>6,556.00</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place <u>TWENTY FIVE</u> for <u>HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$2500</u>	<u>\$ 2500</u>
23. (424)	1	LS	Junction Box #1, complete in place <u>TWENTY FOUR</u> for <u>HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$2400</u>	<u>\$ 2400</u>
24. (424)	1	LS	Junction Box #2, complete in place <u>TWENTY FOUR</u> for <u>HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$2400</u>	<u>\$ 2400</u>
25. (465)	3	EA.	10' Type 1 Inlet, complete in place <u>TWENTY FIVE</u> for <u>HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$2500</u>	<u>\$ 7500</u>
26. (465)	1	LS	5' Dia. Manhole, complete in place <u>SIXTEEN</u> for <u>HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$1600</u>	<u>\$ 1600</u>
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place <u>TEN</u> for <u>NO</u> dollars and <u>NO</u> cents.	<u>\$ 10</u>	<u>\$ 130</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
28. (496)	1	LS	Tie to Existing 27" RCP, complete in place for <u>ONE</u> <u>HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$100⁰⁰</u>	<u>\$ 100⁰⁰</u>
29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place for <u>TWELVE</u> dollars and <u>NO</u> cents.	<u>\$12⁰⁰</u>	<u>\$ 744⁰⁰</u>
30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place <u>TWO</u> for <u>HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$200⁰⁰</u>	<u>\$ 400⁰⁰</u>
31.	1	EA.	Stabilized Construction Entrance\Exit, complete in place <u>EIGHT</u> for <u>HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$800⁰⁰</u>	<u>\$ 800⁰⁰</u>
32.	1,915	LF	Silt Fence, complete in place for <u>ONE</u> dollars and <u>FIFTY</u> cents.	<u>\$150⁰⁰</u>	<u>\$ 2,872⁵⁰</u>
33.	85	LF	Rock Berm, complete in place for <u>SIXTEEN</u> dollars and <u>NO</u> cents.	<u>\$16⁰⁰</u>	<u>\$ 1,360⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
34.	95	LF	Tree Protection, complete in place for <u>ONE</u> dollars and <u>SEVENTY FIVE</u> cents.	\$ <u>1.75</u>	\$ <u>166.25</u>
35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>SIXTY</u> cents.	\$ <u>0.60</u>	\$ <u>288.00</u>
36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>NINETY</u> cents.	\$ <u>0.90</u>	\$ <u>1,255.50</u>
37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for <u>SIX</u> dollars and <u>FIFTY</u> cents.	\$ <u>6.50</u>	\$ <u>1,891.50</u>
38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for <u>TEN</u> dollars and <u>NO</u> cents.	\$ <u>10.00</u>	\$ <u>370.00</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
39. (540)	75	LF	Guard Fence, complete in place for <u>TWENTYFOUR</u> dollars and <u>No</u> cents.	\$ <u>24⁰⁰</u>	\$ <u>1800⁰⁰</u>
40.	24	EA.	Type 4 End of Road Marker, complete in place for <u>FIFTYFIVE</u> dollars and <u>No</u> cents.	\$ <u>55⁰⁰</u>	\$ <u>1320⁰⁰</u>
41.	3	EA.	R1-1, 30"x 30" Signs, complete in place <u>ONEHUNDRED</u> for <u>SEVENTYFIVE</u> dollars and <u>No</u> cents.	\$ <u>175⁰⁰</u>	\$ <u>525⁰⁰</u>
42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place <u>ONEHUNDRED</u> for <u>TWENTY</u> dollars and <u>No</u> cents.	\$ <u>120⁰⁰</u>	\$ <u>120⁰⁰</u>
43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place for <u>TWOHUNDRED</u> dollars and <u>No</u> cents.	\$ <u>200⁰⁰</u>	\$ <u>200⁰⁰</u>
44.	1	EA	W9-2, 36"x 36" Sign, complete in place for <u>TWOHUNDRED</u> dollars and <u>No</u> cents.	\$ <u>200⁰⁰</u>	\$ <u>200⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place THREE for HUNDRED dollars and <u>No</u> cents.	\$ <u>300</u>	\$ <u>300</u>
46.	1	EA.	R11-2, 48"x 30" Sign, complete in place TWO HUNDRED for FIFTY dollars and <u>No</u> cents.	\$ <u>250</u>	\$ <u>250</u>
47.	5,625	SY	Hydromulch Disturbed Areas, and Re-Establish Vegetation, complete in place for <u>ONE</u> dollars and <u>No</u> cents.	\$ <u>100</u>	\$ <u>5,625</u>
TOTAL BASE BID (Items 1 thru 47):				\$ <u>462,625</u>	\$ <u>15</u>

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.


The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated 7/2/97
Addendum No. 2 dated _____
Addendum No. 3 dated _____

Received 7/1/97
Received _____
Received _____

Respectfully Submitted,


PRES. GENERAL PARTNER

Title

8705 SHOAL CREEK BLVD.
SUITE 101
AUSTIN, TX. 78757

Address

BLAND/SCHROEDER CONSTRUCTION, L.P. 512-458-8285

Name of Firm

Telephone

JULY 8, 1997
Date

Secretary, if Contractor is a Corporation

BID BOND

Bond No. _____

Approved by the American Institute of Architects, A.I.A. Document No. A310, February 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we CAPITAL EXCAVATION COMPANY
3901 S. LAMAR, SUITE 260
AUSTIN, TEXAS 78704

as Principal, hereinafter called the Principal, and RELIANCE NATIONAL INDEMNITY COMPANY, a Wisconsin corporation, and RELIANCE INSURANCE COMPANY, a Pennsylvania corporation, as Sureties, hereinafter called the Sureties, are held and firmly bound unto

Williamson County

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

FIVE PERCENT (5%)

Dollars (\$ _____).

for the payment of which sum well and truly to be made, the said Principal and the said Sureties, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The combined aggregate liability of the Sureties shall be limited to the above stated sum.

WHEREAS, the Principal has submitted a bid for

Anderson Mill Road, Phase Two

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

Signed and sealed this 8th day of July A.D., 19 97

Stacy Tucker
Witness

CAPITAL EXCAVATION COMPANY (Seal)
James E. Bradley
Principal
James E. Bradley, President Title

RELIANCE NATIONAL INDEMNITY COMPANY
By Kae Gibbons
KAE GIBBONS Attorney-in-fact
BDTX-1004 4/94

RELIANCE INSURANCE COMPANY
By Kae Gibbons
KAE GIBBONS Attorney-in-fact

IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

**YOU MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE
TO OBTAIN INFORMATION ON COMPANIES, COVERAGE'S,
RIGHTS OR COMPLAINTS AT:**

1-800-252-3439

YOU MAY WRITE THE TEXAS DEPARTMENT OF INSURANCE:

**P. O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX #512-475-1771**

PREMIUM OR CLAIM DISPUTES:

**SHOULD YOU HAVE A DISPUTE CONCERNING YOUR PREMIUM
OR ABOUT A CLAIM, YOU SHOULD CONTACT THE AGENT OR
COMPANY FIRST. IF THE DISPUTE IS NOT RESOLVED, YOU
MAY CONTACT THE TEXAS DEPARTMENT OF INSURANCE.**

ATTACH THIS NOTICE TO YOUR POLICY:

**THIS NOTICE IS FOR INFORMATION ONLY AND DOES NOT
BECOME A PART OR CONDITION OF THE ATTACHED
DOCUMENT.**

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint John D. Fulkerson, Kae Gibbons, Dennis Dowd, Bill Henry, Doyle Hix, of Dallas, Texas their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.
2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statements of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1984 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1984.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this August 15, 1995.



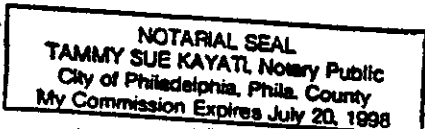
RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY

Charles B. Schmalz

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia

On this, August 15, 1995, before me, Tammy Sue Kayati, personally appeared Charles B. Schmalz, who acknowledged himself to be the Executive Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.



Tammy Sue Kayati
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of July 1997.



Anita Zippert
Secretary

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: CAPITAL EXCAVATION Co.
 Mailing Address: P.O. Box 1301
 City: AUSTIN State: TEXAS Zip: 78767
 Telephone: (512) 440-1717 Fax: (512) 440-0844

BID

(Add additional sheets if necessary)

ITEM

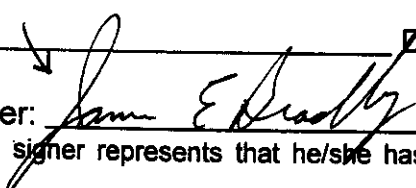
UNIT PRICE

SEE ATTACHED BIDDING SHEETS - PAGES BD-5 THROUGH BD-13

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature:  Date of BID: JULY 8, 1997

Name and Title of Signer: JAMES E. BRADLEY PRESIDENT
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

BIDDING SHEETS

JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of **Anderson Mill Road, Phase II** and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1. (110)	11,844	SY	Excavation, complete in place for <u>SEVEN</u> dollars and <u>NINETY FIVE</u> cents.	\$ <u>7⁹⁵</u>	\$ <u>94,159⁸⁰</u>
2.	11,844	SY	Sub-grade Preparation, complete in place for <u>NO</u> dollars and <u>SEVENTY</u> cents.	\$ <u>0⁷⁰</u>	\$ <u>8,290⁸⁰</u>
3. (247)	9,468	SY	18" Flexible Base, complete in place for <u>NINE</u> dollars and <u>FORTY</u> cents.	\$ <u>9⁴⁰</u>	\$ <u>88,999²⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
4. (340)	9,468	SY	5" H.M.A.C., complete in place for <u>EIGHT</u> dollars and <u>TEN</u> cents.	\$ <u>8¹⁰</u>	\$ <u>76,690⁸⁰</u>
5. (529)	5,010	LF	Curb and Gutter, complete in place for <u>SIX</u> dollars and <u>FIFTY</u> cents.	\$ <u>6⁵⁰</u>	\$ <u>32,565⁰⁰</u>
6. (529)	120	LF	Ribbon Curb, complete in place for <u>SIX</u> dollars and <u>SEVENTY</u> cents.	\$ <u>6⁷⁰</u>	\$ <u>804⁰⁰</u>
7. (531)	1,654	SY	Sidewalk, complete in place for <u>TWENTY FOUR</u> dollars and <u>SIXTY</u> cents.	\$ <u>24⁶⁰</u>	\$ <u>40,688⁴⁰</u>
8.	4	EA.	Type 1 Handicap Ramps, complete in place for <u>THREE HUNDRED SIXTY</u> dollars and <u>NO</u> cents.	\$ <u>360⁰⁰</u>	\$ <u>1,440⁰⁰</u>
9. (536)	103	SY	Concrete Median, complete in place for <u>TWENTY FOUR</u> dollars and <u>EIGHTY FIVE</u> cents.	\$ <u>24⁸⁵</u>	\$ <u>2,559⁵⁵</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
10.	2	EA.	Valley Gutter, complete in place <u>TWO THOUSAND</u> for <u>EIGHT HUNDRED</u> dollars and <u>146</u> cents.	\$ <u>2,800⁰⁰</u>	\$ <u>5,600⁰⁰</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place for <u>THIRTY</u> dollars and <u>FIFTY</u> cents.	\$ <u>30⁵⁰</u>	\$ <u>6,100⁰⁰</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for <u>ONE</u> dollars and <u>No</u> cents.	\$ <u>1⁰⁰</u>	\$ <u>200⁰⁰</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place for <u>THREE HUNDRED SIXTY</u> dollars and <u>No</u> cents.	\$ <u>360⁰⁰</u>	\$ <u>1,800⁰⁰</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for <u>EIGHT</u> dollars and <u>No</u> cents.	\$ <u>8⁰⁰</u>	\$ <u>1,600⁰⁰</u>
15. (464)	359	LF	18" RCP, complete in place for <u>THIRTY ONE</u> dollars and <u>NINETY</u> cents.	\$ <u>31⁹⁰</u>	\$ <u>11,452¹⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
16. (464)	5	LF	27" RCP, complete in place for <u>FORTY</u> dollars and <u>FORTY FIVE</u> cents.	\$ <u>40⁴⁵</u>	\$ <u>202²⁵</u>
17. (464)	283	LF	36" RCP, complete in place for <u>FIFTY THREE</u> dollars and <u>THIRTY FIVE</u> cents.	\$ <u>53³⁵</u>	\$ <u>15,098⁰⁵</u>
18. (464)	111	LF	48" RCP, complete in place for <u>SEVENTY NINE</u> dollars and <u>FIFTY</u> cents.	\$ <u>79⁵⁰</u>	\$ <u>8,824⁵⁰</u>
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place for <u>FIVE HUNDRED FIFTY</u> dollars and <u>No</u> cents.	\$ <u>550⁰⁰</u>	\$ <u>550⁰⁰</u>
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for <u>EIGHT</u> dollars and <u>EIGHTY</u> cents.	\$ <u>8⁸⁰</u>	\$ <u>4,620⁰⁰</u>
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place for <u>FORTY SIX</u> dollars and <u>No</u> cents.	\$ <u>46⁰⁰</u>	\$ <u>6,854⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place ONE THOUSAND for FIVE HUNDRED dollars and No cents.	\$ 1,500 ⁰⁰	\$ 1,500 ⁰⁰
23. (424)	1	LS	Junction Box #1, complete in place FOUR THOUSAND for FIVE HUNDRED dollars and No cents.	\$ 4,500 ⁰⁰	\$ 4,500 ⁰⁰
24. (424)	1	LS	Junction Box #2, complete in place FOUR THOUSAND for FIVE HUNDRED dollars and No cents.	\$ 4,500 ⁰⁰	\$ 4,500 ⁰⁰
25. (465)	3	EA.	10' Type 1 Inlet, complete in place TWO THOUSAND for SIX HUNDRED dollars and No cents.	\$ 2,600 ⁰⁰	\$ 7,800 ⁰⁰
26. (465)	1	LS	5' Dia. Manhole, complete in place for THREE THOUSAND dollars and No cents.	\$ 3,000 ⁰⁰	\$ 3,000 ⁰⁰
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place for SIX dollars and No cents.	\$ 6 ⁰⁰	\$ 78 ⁰⁰

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
28. (496)	1	LS	Tie to Existing 27" RCP, complete in place for <u>Two Hundred</u> dollars and <u>No</u> cents.	\$ <u>200⁰⁰</u>	\$ <u>200⁰⁰</u>
29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place for <u>Six</u> dollars and <u>No</u> cents.	\$ <u>6⁰⁰</u>	\$ <u>372⁰⁰</u>
30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place for <u>Two Hundred</u> dollars and <u>No</u> cents.	\$ <u>200⁰⁰</u>	\$ <u>400⁰⁰</u>
31.	1	EA.	Stabilized Construction Entrance\Exit, complete in place for <u>NINE HUNDRED</u> dollars and <u>No</u> cents.	\$ <u>900⁰⁰</u>	\$ <u>900⁰⁰</u>
32.	1,915	LF	Silt Fence, complete in place for <u>ONE</u> dollars and <u>TWENTY FIVE</u> cents.	\$ <u>1²⁵</u>	\$ <u>2,393⁷⁵</u>
33.	85	LF	Rock Berm, complete in place for <u>NINE</u> dollars and <u>FIFTY</u> cents.	\$ <u>9⁵⁰</u>	\$ <u>807⁵⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
34.	95	LF	Tree Protection, complete in place for <u>ONE</u> dollars and <u>SIXTY</u> cents.	\$ <u>1⁶⁰</u>	\$ <u>152⁰⁰</u>
35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>TWENTY FIVE</u> cents.	\$ <u>0²⁵</u>	\$ <u>120⁰⁰</u>
36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>FIFTY TWO</u> cents.	\$ <u>0⁵²</u>	\$ <u>725⁴⁰</u>
37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for <u>TWO</u> dollars and <u>FORTY</u> cents.	\$ <u>2⁴⁰</u>	\$ <u>698⁴⁰</u>
38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for <u>FOUR</u> dollars and <u>NO</u> cents.	\$ <u>4⁰⁰</u>	\$ <u>148⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
39. (540)	75	LF	Guard Fence, complete in place for <u>EIGHTEEN</u> dollars and <u>SIXTY</u> cents.	\$ <u>18⁶⁰</u>	\$ <u>1,395⁰⁰</u>
40.	24	EA.	Type 4 End of Road Marker, complete in place for <u>SIXTY THREE</u> dollars and <u>NO</u> cents.	\$ <u>63⁰⁰</u>	\$ <u>1,512⁰⁰</u>
41.	3	EA.	R1-1, 30"x 30" Signs, complete in place for <u>ONE HUNDRED</u> ^{FORTY} dollars and <u>NO</u> cents.	\$ <u>140⁰⁰</u>	\$ <u>420⁰⁰</u>
42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place for <u>ONE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>100⁰⁰</u>	\$ <u>100⁰⁰</u>
43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place for <u>ONE HUNDRED</u> ^{FIFTY} dollars and <u>NO</u> cents.	\$ <u>150⁰⁰</u>	\$ <u>150⁰⁰</u>
44.	1	EA	W9-2, 36"x 36" Sign, complete in place for <u>ONE HUNDRED</u> ^{FIFTY} dollars and <u>NO</u> cents.	\$ <u>150⁰⁰</u>	\$ <u>150⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place for <u>TWO HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>200</u> ⁰⁰	\$ <u>200</u> ⁰⁰
46.	1	EA.	R11-2, 48"x 30" Sign, complete in place for <u>ONE HUNDRED SIXTY</u> dollars and <u>NO</u> cents.	\$ <u>160</u> ⁰⁰	\$ <u>160</u> ⁰⁰
47.	5,625	SY	Hydromulch Disturbed Areas, and Re-Establish Vegetation, complete in place for <u>NO</u> dollars and <u>THIRTY FIVE</u> cents.	\$ <u>0</u> ³⁵	\$ <u>1,968</u> ⁷⁵

TOTAL BASE BID (Items 1 thru 47):

\$ 443,449²⁵

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place		

for _____ dollars
and _____ cents.

\$ _____ \$ _____

46.	1	EA.	R11-2, 48"x 30" Sign, complete in place		
-----	---	-----	--	--	--

for _____ dollars
and _____ cents.

\$ _____ \$ _____

TOTAL BASE BID (Items 1 thru 46):

\$ _____

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	<u>JULY 2, 1997</u>	Received	<u>JULY 2, 1997</u>
Addendum No. 2 dated	<u> </u>	Received	<u> </u>
Addendum No. 3 dated	<u> </u>	Received	<u> </u>

Respectfully Submitted,

James E. Bradley

PRESIDENT

Title

CAPITAL EXCAVATION CO.

Name of Firm

JULY 8, 1997

Date

JAMES E. BRADLEY

P.O. Box 1301 AUSTIN, TEXAS 78717

Address

(512) 440-1717

Telephone

Sherry Tucker

~~Asst.~~ Secretary, if Contractor is a Corporation

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

BOND NUMBER BD32914

KNOW ALL MEN BY THESE PRESENTS:

THAT EDWARD R. COLEMAN CONSTRUCTION, P.O. BOX 50324, AUSTIN, TEXAS 78763 as Principal, and COMMERCIAL INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto WILLIAMSON COUNTY, 211 COMMA COVE, GEORGETOWN, TEXAS 78664 as Obligee, in the full and just sum of FIVE (5%) PERCENT OF AMOUNT BID lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is hereby submitting its proposal for ANDERSON MILL ROAD, PHASE II.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.


Signed, sealed and delivered 7TH day of JULY, 1997.

EDWARD R. COLEMAN CONSTRUCTION

PRINCIPAL

By  (SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By  (SEAL)
JOHN W. SCHULER, ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
P.O. Box 67
Austin, Texas 78741

COMMERCIAL
INDEMNITY INSURANCE CO.

BD32914
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 12th day of May, 1996, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-In-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Commercial Indemnity Insurance Company does hereby make, constitute and appoint:

JOHN W. SCHULER

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 sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The Obligation of the Company shall not exceed one million (\$1,000,000.00) Dollars.

And to bind Commercial Indemnity Insurance company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the Commercial Indemnity Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Commercial Indemnity Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

State of Texas

County of Travis



Rudy Herzog
Rudy Herzog, President

On this 12th day of May, in the year 1996, before me Shannon McBride, a notary public, personally appeared Rudy Herzog, personally know to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

Commission Expires 5-20-98

Shannon McBride
Shannon McBride, Notary Public



CERTIFICATE

I, the undersigned, Secretary of Commercial Indemnity Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked:

Signed and Sealed a the said Company at Austin, Texas dated this 7TH day of JULY, 1997



Paul Cameron
Paul Cameron, Secretary

COMMERCIAL INDEMNITY

Insurance Company

(formerly Commercial Lloyd's Insurance Company)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact **Rudy Herzog**, President of Operations, whose **direct dial number is 512-444-7776**. You may also **fax** us information at **512-440-0989**.

You may also **call** Commercial Indemnity Insurance Company's **toll-free** telephone number for information or to make a complaint at:

1-800-234-8046

You may also **write** to Commercial Indemnity Insurance Company : 1507 South IH-35, Austin, Texas 78741.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may also write the Texas Department of Insurance: P.O. Box 149104, Austin, Texas 78714-9104, Fax 512-475-1771.

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part of condition of the attached document.

BIDDING SHEETS

VOL 0089 PAGE 745

JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Anderson Mill Road, Phase II and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

- BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1. (110)	11,844	SY	Excavation, complete in place for <u>ten</u> dollars and <u>zero</u> cents.	<u>\$ 10.00</u>	<u>\$ 118,440.00</u>
2.	11,844	SY	Sub-grade Preparation, complete in place for <u>one</u> dollars and <u>zero</u> cents.	<u>\$ 1.00</u>	<u>\$ 11,844.00</u>
3. (247)	9,468	SY	18" Flexible Base, complete in place for <u>eight</u> dollars and <u>thirty</u> cents.	<u>\$ 8.30</u>	<u>\$ 78,584.40</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
4. (340)	9,468	SY	5" H.M.A.C., complete in place for <u>seven</u> dollars and <u>fifty</u> cents.	<u>\$ 7.50</u>	<u>\$ 71,010.00</u>
5. (529)	5,010	LF	Curb and Gutter, complete in place for <u>six</u> dollars and <u>fifteen</u> cents.	<u>\$ 6.15</u>	<u>\$ 30,811.50</u>
6. (529)	120	LF	Ribbon Curb, complete in place for <u>four</u> dollars and <u>twelve</u> cents.	<u>\$ 4.12</u>	<u>\$ 494.40</u>
7. (531)	1,654	SY	Sidewalk, complete in place for <u>eighteen</u> dollars and <u>seventy-eight</u> cents.	<u>\$ 18.78</u>	<u>\$ 31,062.12</u>
8.	4	EA.	Type 1 Handicap Ramps, complete in place for <u>nine hundred nine</u> dollars and <u>fifty</u> cents.	<u>\$ 909.50</u>	<u>\$ 3,638.00</u>
9. (536)	103	SY	Concrete Median, complete in place for <u>twenty-four</u> dollars and <u>eight</u> cents.	<u>\$ 24.08</u>	<u>\$ 2,480.24</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
10.	2	EA.	Valley Gutter, complete in place <i>two-thousand seven hundred</i> for <i>eighty-two</i> dollars and <i>zero</i> cents.	\$ <u>2782.00</u>	\$ <u>5564.00</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place for <i>thirty-eight</i> dollars and <i>fifty-two</i> cents.	\$ <u>38.52</u>	\$ <u>7704.00</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for <i>five</i> dollars and <i>zero</i> cents.	\$ <u>5.00</u>	\$ <u>1,000.00</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place <i>three hundred</i> for <i>seventy-five</i> dollars and <i>fifty</i> cents.	\$ <u>375.50</u>	\$ <u>1877.50</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for <i>eight</i> dollars and <i>nine</i> cents.	\$ <u>8.09</u>	\$ <u>1618.00</u>
15. (464)	359	LF	18" RCP, complete in place for <i>thirty-nine</i> dollars and <i>fifty</i> cents.	\$ <u>39.50</u>	\$ <u>14,180.50</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
16. (464)	5	LF	27" RCP, complete in place for <u>eighty-five</u> dollars and <u>ninety-five</u> cents.	<u>\$ 85.95</u>	<u>\$ 429.75</u>
17. (464)	283	LF	36" RCP, complete in place for <u>ninety</u> dollars and <u>zero</u> cents.	<u>\$ 90.00</u>	<u>\$ 25,470.00</u>
18. (464)	111	LF	48" RCP, complete in place for <u>ninety-two</u> dollars and <u>twenty-five</u> cents.	<u>\$ 92.25</u>	<u>\$ 10,239.75</u>
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place <u>One thousand</u> for <u>sixteen</u> dollars and <u>fifty</u> cents.	<u>\$ 1016.50</u>	<u>\$ 1016.50</u>
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for <u>nineteen</u> dollars and <u>five</u> cents.	<u>\$ 19.05</u>	<u>\$ 10,006.25</u>
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place <u>One hundred</u> for <u>eight</u> dollars and <u>fifty-five</u> cents.	<u>\$ 108.55</u>	<u>\$ 16,173.95</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place for <u>three thousand</u> dollars and <u>zero</u> cents.	<u>\$3,000.00</u>	<u>\$ 3,000.00</u>
23. (424)	1	LS	Junction Box #1, complete in place for <u>two thousand five hundred</u> dollars and <u>zero</u> cents.	<u>\$2,500.00</u>	<u>\$ 2,500.00</u>
24. (424)	1	LS	Junction Box #2, complete in place for <u>two thousand five hundred</u> dollars and <u>zero</u> cents.	<u>\$2,500.00</u>	<u>\$ 2,500.00</u>
25. (465)	3	EA.	10' Type 1 Inlet, complete in place for <u>two thousand five hundred</u> dollars and <u>zero</u> cents.	<u>\$2,500.00</u>	<u>\$ 7,500.00</u>
26. (465)	1	LS	5' Dia. Manhole, complete in place for <u>one thousand eight hundred sixty</u> dollars and <u>zero</u> cents.	<u>\$1,860.00</u>	<u>\$ 1,860.00</u>
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place for <u>twenty three</u> dollars and <u>eight</u> cents.	<u>\$23.08</u>	<u>\$ 300.04</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
28. (496)	1	LS	Tie to Existing 27" RCP, complete in place <i>four hundred</i> for <u>ten</u> dollars and <u>zero</u> cents.	<u>\$ 410.00</u>	<u>\$ 410.00</u>
29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place for <u>nineteen</u> dollars and <u>eighty-four</u> cents.	<u>\$ 19.84</u>	<u>\$ 1230.08</u>
30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place <i>one hundred</i> for <u>fifty</u> dollars and <u>zero</u> cents.	<u>\$ 150.00</u>	<u>\$ 300.00</u>
31.	1	EA.	Stabilized Construction Entrance/Exit, complete in place for <u>one thousand</u> dollars and <u>zero</u> cents.	<u>\$ 1900.00</u>	<u>\$ 1900.00</u>
32.	1,915	LF	Silt Fence, complete in place for <u>one</u> dollars and <u>fifty</u> cents.	<u>\$ 1.50</u>	<u>\$ 2872.50</u>
33.	85	LF	Rock Berm, complete in place for <u>eight</u> dollars and <u>fifty</u> cents.	<u>\$ 8.50</u>	<u>\$ 722.50</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
34.	95	LF	Tree Protection, complete in place for <u>two</u> dollars and <u>zero</u> cents.	<u>\$ 2.00</u>	<u>\$ 190.00</u>
35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for <u>zero</u> dollars and <u>twenty-two</u> cents.	<u>\$ 0.22</u>	<u>\$ 105.60</u>
36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for <u>zero</u> dollars and <u>sixty-five</u> cents.	<u>\$ 0.45</u>	<u>\$ 627.75</u>
37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for <u>two</u> dollars and <u>ten</u> cents.	<u>\$ 2.10</u>	<u>\$ 611.10</u>
38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for <u>three</u> dollars and <u>fifty</u> cents.	<u>\$ 3.50</u>	<u>\$ 129.50</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
39. (540)	75	LF	Guard Fence, complete in place for <u>twenty</u> dollars and <u>zero</u> cents.	<u>\$20.00</u>	<u>\$1500.00</u>
40.	24	EA.	Type 4 End of Road Marker, complete in place for <u>fifty-five</u> dollars and <u>zero</u> cents.	<u>\$55.00</u>	<u>\$1320.00</u>
41.	3	EA.	R1-1, 30"x 30" Signs, complete in place <u>one hundred</u> for <u>twenty-five</u> dollars and <u>zero</u> cents.	<u>\$125.00</u>	<u>\$375.00</u>
42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place for <u>eighty</u> dollars and <u>zero</u> cents.	<u>\$80.00</u>	<u>\$80.00</u>
43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place <u>one hundred</u> for <u>thirty-five</u> dollars and <u>zero</u> cents.	<u>\$135.00</u>	<u>\$135.00</u>
44.	1	EA	W9-2, 36"x 36" Sign, complete in place <u>one hundred</u> for <u>thirty-five</u> dollars and <u>zero</u> cents.	<u>\$135.00</u>	<u>\$135.00</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place for <u>two hundred five</u> dollars and <u>zero</u> cents.	<u>\$ 205.00</u>	<u>\$ 205.00</u>
46.	1	EA.	R11-2, 48"x 30" Sign, complete in place for <u>one hundred fifty</u> dollars and <u>twenty-five</u> cents.	<u>\$ 140.25</u>	<u>\$ 140.25</u>
47.	5,625	SY	Hydromulch Disturbed Areas, and Re-Establish Vegetation, complete in place for <u>zero</u> dollars and <u>fifty</u> cents.	<u>\$ 0.50</u>	<u>\$ 2812.50</u>

TOTAL BASE BID (Items 1 thru 47): \$ 476,201.68

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated 7/2/97
Addendum No. 2 dated _____
Addendum No. 3 dated _____

Received 7/2/97
Received _____
Received _____

Respectfully Submitted,

Edward Coleman

P.O. Box 50324

owner

Title

AUSTIN TX 78763

Address

EDWARD R COLEMAN
Name of Firm CONSTRUCTION CO.

(512) 246-7154
Telephone

7/8/97
Date

Secretary, if Contractor is a Corporation

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: EDWARD R COLEMAN CONSTRUCTION CO.
 Mailing Address: P.O. Box 50324
 City: AUSTIN State: TX Zip: 78763
 Telephone: (512) 246-7154 Fax: (512) 2193

BID

(Add additional sheets if necessary)

ITEM

UNIT PRICE

SEE ATTACHED BIDDING SHEETS - PAGES BD-5 THROUGH BD-13

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: Edward R. Coleman Date of BID: 7/8/97

Name and Title of Signer: EDWARD R. COLEMAN OWNER
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

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BIDDING SHEETS

JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Anderson Mill Road, Phase II and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1. (110)	11,844	SY	Excavation, complete in place for <u>Six</u> dollars and <u>no</u> cents.	\$ <u>6.⁰⁰</u>	\$ <u>71,064.⁰⁰</u>
2.	11,844	SY	Sub-grade Preparation, complete in place for <u>no</u> dollars and <u>eighty five</u> cents.	\$ <u>.⁰⁵</u>	\$ <u>10,067.¹⁰</u>
3. (247)	9,468	SY	18" Flexible Base, complete in place for <u>nine</u> dollars and <u>twenty</u> cents.	\$ <u>9.²⁰</u>	\$ <u>87,105.⁶⁰</u>

biddoc.doc

BD-5

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JKL Inc.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
4. (340)	9,468	SY	5" H.M.A.C., complete in place for <u>seven</u> dollars and <u>eighty five</u> cents.	\$ <u>7.85</u>	\$ <u>74,323.00</u>
5. (529)	5,010	LF	Curb and Gutter, complete in place for <u>five</u> dollars and <u>fifty</u> cents.	\$ <u>5.50</u>	\$ <u>27,555.00</u>
6. (529)	120	LF	Ribbon Curb, complete in place for <u>ten</u> dollars and <u>no</u> cents.	\$ <u>10.00</u>	\$ <u>1200.00</u>
7. (531)	1,654	SY	Sidewalk, complete in place for <u>nineteen</u> dollars and <u>no</u> cents.	\$ <u>19.00</u>	\$ <u>31,426.00</u>
8.	4	EA.	Type 1 Handicap Ramps, complete in place for <u>seven hundred fifty</u> dollars and <u>no</u> cents.	\$ <u>750.00</u>	\$ <u>3,000.00</u>
9. (536)	103	SY	Concrete Median, complete in place for <u>thirty one</u> dollars and <u>no</u> cents.	\$ <u>31.00</u>	\$ <u>3,193.00</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
10.	2	EA.	Valley Gutter, complete in place for <u>one hundred</u> dollars and <u>no</u> cents.	\$ <u>2,100⁰⁰</u>	\$ <u>4,200⁰⁰</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place for <u>twenty five</u> dollars and <u>0.25</u> cents.	\$ <u>25.30</u>	\$ <u>5,100⁰⁰</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for <u>one</u> dollars and <u>no</u> cents.	\$ <u>1.00</u>	\$ <u>200⁰⁰</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place for <u>five hundred</u> dollars and <u>no</u> cents.	\$ <u>500⁰⁰</u>	\$ <u>2,500⁰⁰</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for <u>eleven</u> dollars and <u>no</u> cents.	\$ <u>11⁰⁰</u>	\$ <u>2,200⁰⁰</u>
15. (464)	359	LF	18" RCP, complete in place for <u>thirty six</u> dollars and <u>no</u> cents.	\$ <u>36⁰⁰</u>	\$ <u>12,924⁰⁰</u>

JKL Inc.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
16. (464)	5	LF	27" RCP, complete in place for <u>50.00</u> dollars and <u>no</u> cents.	\$ <u>50.00</u>	\$ <u>250.00</u>
17. (464)	283	LF	36" RCP, complete in place for <u>Sixty Five</u> dollars and <u>no</u> cents.	\$ <u>65.00</u>	\$ <u>18395.00</u>
18. (464)	111	LF	48" RCP, complete in place for <u>Sixty six</u> dollars and <u>fifty</u> cents.	\$ <u>66.50</u>	\$ <u>7381.50</u>
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place for <u>one thousand</u> dollars and <u>no</u> cents.	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for <u>two</u> dollars and <u>no</u> cents.	\$ <u>2.00</u>	\$ <u>1050.00</u>
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place for <u>thirty eight</u> dollars and <u>no</u> cents.	\$ <u>38.00</u>	\$ <u>5662.00</u>

JKL Inc.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place for one thousand ^{eight hundred} dollars and <u>no</u> cents.	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
23. (424)	1	LS	Junction Box #1, complete in place for two thousand ^{four hundred} dollars and <u>no</u> cents.	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
24. (424)	1	LS	Junction Box #2, complete in place for two thousand ^{five hundred} dollars and <u>no</u> cents.	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
25. (465)	3	EA.	10' Type 1 Inlet, complete in place for two thousand ^{five hundred} dollars and <u>no</u> cents.	\$ <u>2,500.00</u>	\$ <u>7,500.00</u>
26. (465)	1	LS	5' Dia. Manhole, complete in place for two thousand ^{five hundred} dollars and <u>no</u> cents.	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place for <u>thirty</u> dollars and <u>no</u> cents.	\$ <u>30.00</u>	\$ <u>390.00</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
28. (496)	1	LS	Tie to Existing 27" RCP, complete in place <i>Seven hundred</i> for <u><i>fifty</i></u> dollars and <u><i>no</i></u> cents.	<u><i>\$750⁰⁰</i></u>	<u><i>\$750⁰⁰</i></u>
29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place <i>Thirteen</i> for <u><i>thirteen</i></u> dollars and <u><i>no</i></u> cents.	<u><i>\$13⁰⁰</i></u>	<u><i>\$806</i></u>
30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place <i>Twelve</i> for <u><i>hundred</i></u> dollars and <u><i>no</i></u> cents.	<u><i>\$100⁰⁰</i></u>	<u><i>\$2100⁰⁰</i></u>
31.	1	EA.	Stabilized Construction Entrance\Exit, complete in place <i>Four hundred</i> for <u><i>fifty</i></u> dollars and <u><i>no</i></u> cents.	<u><i>\$450⁰⁰</i></u>	<u><i>\$450⁰⁰</i></u>
32.	1,915	LF	Silt Fence, complete in place <i>One</i> for <u><i>one</i></u> dollars and <u><i>Ten</i></u> cents.	<u><i>\$1¹⁰</i></u>	<u><i>\$2106⁵⁰</i></u>
33.	85	LF	Rock Berm, complete in place <i>Eleven</i> for <u><i>eleven</i></u> dollars and <u><i>no</i></u> cents.	<u><i>\$11⁰⁰</i></u>	<u><i>\$935⁰⁰</i></u>

JKL Inc.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
34.	95	LF	Tree Protection, complete in place for <u>One</u> dollars and <u>76</u> cents.	<u>\$1.76</u>	<u>\$ 95.00</u>
35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for <u>Two</u> dollars and <u>twenty five</u> cents.	<u>\$.35</u>	<u>\$ 120.00</u>
36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for <u>Five</u> dollars and <u>Fifty</u> cents.	<u>\$.50</u>	<u>\$ 697.50</u>
37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for <u>Two</u> dollars and <u>Seven</u> cents.	<u>\$2.07</u>	<u>\$ 461.10</u>
38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for <u>Three</u> dollars and <u>Fifty</u> cents.	<u>\$3.50</u>	<u>\$ 129.50</u>

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JKL Inc.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
39. (540)	75	LF	Guard Fence, complete in place for <u>Seventeen</u> dollars and <u>Fifty</u> cents.	<u>\$ 17⁵⁰</u>	<u>\$ 1312⁵⁰</u>
40.	24	EA.	Type 4 End of Road Marker, complete in place for <u>Fifty Five</u> dollars and <u>10</u> cents.	<u>\$ 55⁰⁰</u>	<u>\$ 1320⁰⁰</u>
41.	3	EA.	R1-1, 30"x 30" Signs, complete in place <u>One hundred</u> for <u>twenty five</u> dollars and <u>10</u> cents.	<u>\$ 125⁰⁰</u>	<u>\$ 375⁰⁰</u>
42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place for <u>Eighty</u> dollars and <u>10</u> cents.	<u>\$ 80⁰⁰</u>	<u>\$ 80⁰⁰</u>
43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place <u>One hundred</u> for <u>forty</u> dollars and <u>10</u> cents.	<u>\$ 140⁰⁰</u>	<u>\$ 140⁰⁰</u>
44.	1	EA	W9-2, 36"x 36" Sign, complete in place <u>One hundred</u> for <u>forty</u> dollars and <u>10</u> cents.	<u>\$ 140⁰⁰</u>	<u>\$ 140⁰⁰</u>

JKL Inc.

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place <i>Two hundred</i> for <i>Five</i> dollars and <i>10</i> cents.	\$205.00	\$205.00
46.	1	EA.	.R11-2, 48"x 30" Sign, complete in place <i>One hundred</i> for <i>Forty One</i> dollars and <i>10</i> cents.	\$141.00	\$141.00

TOTAL BASE BID (Items 1 thru 46):

~~\$399,101.40~~

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

The undersigned acknowledges receipt of the following addenda:

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Addendum No. 1 dated 7/7/97
Addendum No. 2 dated _____
Addendum No. 3 dated _____

Received _____
Received _____
Received _____

Respectfully Submitted,

Richard H. Eklund

President
Title

JKL Inc.
Name of Firm

7/8/97
Date

14701 H35 Bldg 11, Buda, Tx 78610
Address

(512) 312-1660
Telephone

W. J. White
Secretary, if Contractor is a Corporation

JKL Inc.

INTERNATIONAL SURETY & CASUALTY COMPANY

4635 McEwen
Dallas, Texas 75244Bid BondBOND NO. ISC60119BID DATE: 07/08/97

KNOW ALL MEN BY THESE, That we, N-OVATIVE CONSTRUCTION
(hereinafter called Principal) as Principal, and International Surety & Casualty Company, a corporation organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the State of TEXAS as Surety (hereinafter called Surety), are held and firmly bound unto WILLIAMSON COUNTY (hereinafter called Obligor) as Obligor, in the penal sum of FIVE percent (5 %) not to exceed TWENTY THOUSAND AND 00/100 -- Dollars (\$ 20,000.00), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the Principal has submitted or is about to submit a proposal to the Obligor on a contract for ANDERSON MILL ROAD - PHASE II

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

The furnishing by the Obligor of a list of other bidders with amounts so bid, and the awarding of the contract within sixty (60) days from bid opening are conditions precedent to the Surety furnishing the Performance and Payment Bond.

Signed and Sealed this 8TH day of JULY, 19 97 in the presence of:

N-OVATIVE CONSTRUCTION

Principal

By: _____ (Seal)
Title

INTERNATIONAL SURETY & CASUALTY COMPANY

By: PAT J. MOORE (Seal)
Attorney-in-Fact
Surety

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INTERNATIONAL SURETY &
CASUALTY COMPANY
DALLAS, TEXAS

BOND
NUMBER ISC

VOL 0089 PAGE 767
60119

POWER OF ATTORNEY

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER, DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL

KNOWN BY ALL MEN BY THESE PRESENTS: That the International Surety & Casualty Company, a corporation duly organized under the laws of the State of Texas, having its principal office in the city of Dallas, pursuant to the following resolution, adopted by the Executive Committee of the Board of Directors of the said Company on the 19th day of October, 1995, to wit:

"RESOLVED, that the President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-In-Fact, such person, firms, or corporations as may be selected from time to time; and any such Attorney-In-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Executive Committee of the Board of Directors.

RESOLVED, that the signature of the President, Executive Vice President or Secretary, and the Seal of the Company may be affixed to any such Power of Attorney any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

International Surety & Casualty Company does hereby make, constitute and appoint:

PRINCIPAL: NAME, ADDRESS
CITY, STATE, ZIP

N-OVATIVE CONSTRUCTION
1009 E. 11TH STREET, SUITE 100
AUSTIN, TX 78702

EFFECTIVE DATE: JULY 8, 1997

CONTRACT AMOUNT: \$400,000.00 (ESTIMATE)

BOND AMOUNT: \$20,000.00

PAT J. MOORE, GARY W. WHEATLEY,
PAUL FRIDDLE, MARC A. SPARKS

its true and lawful attorney(s)-in fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind International Surety & Casualty Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the International Surety & Casualty Company and all the acts of said attorney(s)-in fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed two million (2,000,000.00) dollars.

IN WITNESS WHEREOF, the International Surety & Casualty Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

STATE OF TEXAS)
COUNTY OF DALLAS)

SS



E. Jeffrey Nelson
E. Jeffrey Nelson
President

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On this 19th day of October, 1995 A.D. before me came E. Jeffrey Nelson, known to me personally who being by me duly sworn, did depose and say; that he resides in the State of Texas; that he is the President of International Surety & Casualty Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.

STATE OF TEXAS)
COUNTY OF DALLAS)

SS



James M. Remy
Notary Public, State of Texas
Commission Expires: 9-11-2000

I, the undersigned, Marc A. Sparks, Secretary of the International Surety & Casualty Company, a Texas Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.



Dated the 8TH day of JULY, 19 97

Marc A. Sparks
Marc A. Sparks
Secretary



NORTHWEST BANK TEXAS, South Central
 One Cottonwood Plaza • Dallas, Texas 75202 • (214) 533-5331

THE FOLLOWING CHECKS ARE NOT VALID FOR DEPOSIT - DEPOSITED CHECKS WILL BE DEPOSITED TO YOUR ACCOUNT

CASHIER'S CHECK **4636213841**

NOTICE TO CUSTOMER: THE FOLLOWING CHECKS ARE NOT VALID FOR DEPOSIT - DEPOSITED CHECKS WILL BE DEPOSITED TO YOUR ACCOUNT

75.28
916

1111
11111111

N-0VATIVE CONSTRUCTION

DATE *****5,000.00

PAY *****5,000.00

WILLIAMSON COUNTY

AUTHORIZED SIGNATURE

William A. Davis

AUTHORIZED SIGNATURE
ISSUED AS PERMITS

⑆091900287⑆00463 62138417⑈

897.39M 6800 10A

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: N-OVATIVE CONSTRUCTION
 Mailing Address: 1009 E. 11th STREET SUITE 100
 City: AUSTIN State: TEXAS Zip: 78702
 Telephone: (512) 476-7890 Fax: (512) 481-0819

BID

(Add additional sheets if necessary)

ITEM

UNIT PRICE

SEE ATTACHED BIDDING SHEETS - PAGES BD-5 THROUGH BD-13

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: Maresh M. Naik Date of BID: 7/8/97

Name and Title of Signer: PARTNER - MAHESH M. NAIK, P.E.
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

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BIDDING SHEETS

JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Anderson Mill Road, Phase II and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1. (110)	11,844	SY	Excavation, complete in place for _____ dollars and _____ cents.	\$ 3 ⁵⁵	\$ 42,046 ²⁰
2.	11,844	SY	Sub-grade Preparation, complete in place for _____ dollars and _____ cents.	\$ 2 ²⁰	\$ 26,056 ⁸⁰
3. (247)	9,468	SY	18" Flexible Base, complete in place for _____ dollars and _____ cents.	\$ 11 ⁰⁰	\$ 104,148 ⁰⁰

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
4. (340)	9,468	SY	5" H.M.A.C., complete in place		
			for _____ dollars and _____ cents.	\$ <u>8²⁵</u>	\$ <u>78,111⁰⁰</u>
5. (529)	5,010	LF	Curb and Gutter, complete in place		
			for _____ dollars and _____ cents.	\$ <u>7⁹⁷</u>	\$ <u>39929⁷⁰</u>
6. (529)	120	LF	Ribbon Curb, complete in place		
			for _____ dollars and _____ cents.	\$ <u>6⁶⁰</u>	\$ <u>792⁰⁰</u>
7. (531)	1,654	SY	Sidewalk, complete in place		
			for _____ dollars and _____ cents.	\$ <u>31⁹⁰</u>	\$ <u>52,762⁶⁰</u>
8.	4	EA.	Type 1 Handicap Ramps, complete in place		
			for _____ dollars and _____ cents.	\$ <u>1100⁰⁰</u>	\$ <u>4,400⁰⁰</u>
9. (536)	103	SY	Concrete Median, complete in place		
			for _____ dollars and _____ cents.	\$ <u>31⁹⁰</u>	\$ <u>3,285⁷⁰</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
10.	2	EA.	Valley Gutter, complete in place for _____ dollars and _____ cents.	\$ <u>6,600⁰⁰</u>	\$ <u>13,200⁰⁰</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place for _____ dollars and _____ cents.	\$ <u>34⁶⁵</u>	\$ <u>6,930⁰⁰</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for _____ dollars and _____ cents.	\$ <u>2²⁰</u>	\$ <u>440⁰⁰</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place for _____ dollars and _____ cents.	\$ <u>440⁰⁰</u>	\$ <u>2,200⁰⁰</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for _____ dollars and _____ cents.	\$ <u>9³²</u>	\$ <u>1,863⁴⁰</u>
15. (464)	359	LF	18" RCP, complete in place for _____ dollars and _____ cents.	\$ <u>46⁷¹</u>	\$ <u>16,768⁸⁹</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	VOL 0089 PAGE 773 Amount
16. (464)	5	LF	27" RCP, complete in place for _____ dollars and _____ cents.	\$ <u>74</u> ⁸⁰	\$ <u>374</u> ⁰⁰
17. (464)	283	LF	36" RCP, complete in place for _____ dollars and _____ cents.	\$ <u>93</u> ³²	\$ <u>26,423</u> ⁷¹
18. (464)	111	LF	48" RCP, complete in place for _____ dollars and _____ cents.	\$ <u>132</u> ⁶⁸	\$ <u>14749</u> ⁶⁸
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place for _____ dollars and _____ cents.	\$ <u>1595</u> ⁰⁰	\$ <u>1595</u> ⁰⁰
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for _____ dollars and _____ cents.	\$ <u>11</u> ⁰⁰	\$ <u>5,775</u> ⁰⁰
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place for _____ dollars and _____ cents.	\$ <u>119</u> ⁶³	\$ <u>17,795</u> ⁰⁷

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place for _____ dollars and _____ cents.	\$ <u>3,300⁰⁰</u>	\$ <u>3,300⁰⁰</u>
23. (424)	1	LS	Junction Box #1, complete in place for _____ dollars and _____ cents.	\$ <u>2,035⁰⁰</u>	\$ <u>2,035⁰⁰</u>
24. (424)	1	LS	Junction Box #2, complete in place for _____ dollars and _____ cents.	\$ <u>2,035⁰⁰</u>	\$ <u>2,035⁰⁰</u>
25. (465)	3	EA.	10' Type 1 Inlet, complete in place for _____ dollars and _____ cents.	\$ <u>3,135⁰⁰</u>	\$ <u>9,405⁰⁰</u>
26. (465)	1	LS	5' Dia. Manhole, complete in place for _____ dollars and _____ cents.	\$ <u>2,255⁰⁰</u>	\$ <u>2,255⁰⁰</u>
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place for _____ dollars and _____ cents.	\$ <u>22⁰⁰</u>	\$ <u>286⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
28. (496)	1	LS	Tie to Existing 27" RCP, complete in place for _____ dollars and _____ cents.	\$ <u>440⁰⁰</u>	\$ <u>440⁰²</u>
29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place for _____ dollars and _____ cents.	\$ <u>22²²</u>	\$ <u>1,364⁰²</u>
30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place for _____ dollars and _____ cents.	\$ <u>165⁰²</u>	\$ <u>330²²</u>
31.	1	EA.	Stabilized Construction Entrance\Exit, complete in place for _____ dollars and _____ cents.	\$ <u>770⁰⁰</u>	\$ <u>770²²</u>
32.	1,915	LF	Silt Fence, complete in place for _____ dollars and _____ cents.	\$ <u>1²⁶</u>	\$ <u>2412⁹⁰</u>
33.	85	LF	Rock Berm, complete in place for _____ dollars and _____ cents.	\$ <u>12¹⁰</u>	\$ <u>1,028⁵⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
34.	95	LF	Tree Protection, complete in place for _____ dollars and _____ cents.	\$ <u>1</u> ³⁷	\$ <u>130</u> ¹⁵
35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for _____ dollars and _____ cents.	\$ <u>0</u> ³³	\$ <u>158</u> ⁴⁰
36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for _____ dollars and _____ cents.	\$ <u>0.49</u>	\$ <u>683</u> ⁵⁵
37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for _____ dollars and _____ cents.	\$ <u>4</u> ⁴⁰	\$ <u>1,280</u> ⁴⁰
38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for _____ dollars and _____ cents.	\$ <u>7</u> ⁷⁰	\$ <u>284</u> ⁹⁰

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
39. (540)	75	LF	Guard Fence, complete in place for _____ dollars and _____ cents.	<u>\$ 110⁰²</u>	<u>\$ 8250⁰²</u>
40.	24	EA.	Type 4 End of Road Marker, complete in place for _____ dollars and _____ cents.	<u>\$ 49⁵⁰</u>	<u>\$ 1188⁰²</u>
41.	3	EA.	R1-1, 30"x 30" Signs, complete in place for _____ dollars and _____ cents.	<u>\$ 148⁵⁰</u>	<u>\$ 445⁵⁰</u>
42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place for _____ dollars and _____ cents.	<u>\$ 104⁵⁰</u>	<u>\$ 104⁵⁰</u>
43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place for _____ dollars and _____ cents.	<u>\$ 148⁵⁰</u>	<u>\$ 148⁵⁰</u>
44.	1	EA	W9-2, 36"x 36" Sign, complete in place for _____ dollars and _____ cents.	<u>\$ 247⁵⁰</u>	<u>\$ 247⁵⁰</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place for _____ dollars and _____ cents.	<u>\$ 247⁵⁰</u>	<u>\$ 247⁵⁰</u>
46.	1	EA.	R11-2, 48"x 30" Sign, complete in place for _____ dollars and _____ cents.	<u>\$ 192⁵⁰</u>	<u>\$ 192⁵⁰</u>
47.	5,625	SY	Hydromulch Disturbed Areas, and Re-Establish Vegetation, complete in place for _____ dollars and _____ cents.	<u>\$ 0.28</u>	<u>\$ 1,575⁰⁰</u>

TOTAL BASE BID (Items 1 thru 47):

\$ 499,980²⁰

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

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The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated 7/2/97
Addendum No. 2 dated _____
Addendum No. 3 dated _____

Received 7/6/97
Received _____
Received _____

Respectfully Submitted,

Michael M. Heile

1009 E. 11th STREET, SUITE 100,

PARTNER

Title

AUSTIN, TX 78702

Address

N-OVATIVE CONSTRUCTION

Name of Firm

(512) 476-7890

Telephone

7/8/97

Date

Secretary, if Contractor is a Corporation

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

BOND NUMBER BD32908

KNOW ALL MEN BY THESE PRESENTS:

THAT RECONSTRUCTION SPECIALTIES, 13071 POND SPRINGS ROAD, AUSTIN, TEXAS 78729 as Principal, and COMMERCIAL INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto WILLIAMSON COUNTY, 710 MAIN STREET, SUITE 201, GEORGETOWN, TEXAS 78626 as Obligee, in the full and just sum of FIVE (5%) PERCENT OF AMOUNT BID lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is hereby submitting its proposal for ANDERSON MILL ROAD PHASE TWO.

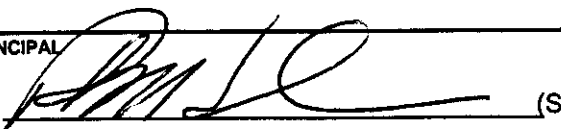
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered 7TH day of JULY, 1997.

RECONSTRUCTION SPECIALTIES

PRINCIPAL

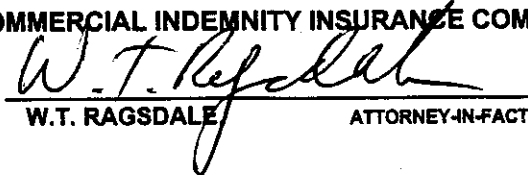
By



(SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By



(SEAL)

W.T. RAGDALE

ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
P.O. Box 67
Austin, Texas 78741

COMMERCIAL
INDEMNITY INSURANCE CO.

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BD32908

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 12th day of May, 1996, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-In-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Commercial Indemnity Insurance Company does hereby make, constitute and appoint:

W.T. RAGSDALE

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 sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The Obligation of the Company shall not exceed one million (\$1,000,000.00) Dollars.

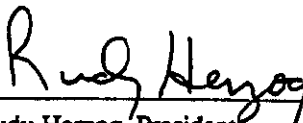
And to bind Commercial Indemnity Insurance company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the Commercial Indemnity Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Commercial Indemnity Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



State of Texas

County of Travis


Rudy Herzog, President

On this 12th day of May, in the year 1996, before me Shannon McBride, a notary public, personally appeared Rudy Herzog, personally know to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

Commission Expires 5-20-98

 
Shannon McBride, Notary Public

CERTIFICATE

I, the undersigned, Secretary of Commercial Indemnity Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked:

Signed and Sealed a the said Company at Austin, Texas dated this 7TH day of JULY, 1997.




Paul Cameron, Secretary

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COMMERCIAL INDEMNITY

Insurance Company
(formerly Commercial Lloyd's Insurance Company)

IMPORTANT NOTICE

To obtain information or make a complaint:

You may **contact Rudy Herzog**, President of Operations, whose **direct dial number is 512-444-7776**. You may also **fax** us information at **512-440-0989**. You may also **call** Commercial Indemnity Insurance Company's **toll-free** telephone number for information or to make a complaint at:

1-800-234-8046

You may also **write** to Commercial Indemnity Insurance Company : 1507 South IH-35, Austin, Texas 78741.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may also write the Texas Department of Insurance: P.O. Box 149104, Austin, Texas 78714-9104, Fax 512-475-1771.

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the company first. If the dispute is not resolved you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part of condition of the attached document.

BIDDING SHEETS

JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of **Anderson Mill Road, Phase II** and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1. (110)	11,844	SY	Excavation, complete in place for <u>Eleven</u> dollars and <u>Nine</u> cents.	\$ <u>11⁰⁹</u>	\$ <u>131,349⁹⁶</u>
2.	11,844	SY	Sub-grade Preparation, complete in place for <u>No</u> dollars and <u>Ninety Eight</u> cents.	\$ <u>0⁹⁸</u>	\$ <u>11,607¹²</u>
3. (247)	9,468	SY	18" Flexible Base, complete in place for <u>Thirteen</u> dollars and <u>Forty</u> cents.	\$ <u>13⁴⁰</u>	\$ <u>126,871²⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
4. (340)	9,468	SY	5" H.M.A.C., complete in place for <u>Eight</u> dollars and <u>Eighty Five</u> cents.	<u>\$ 8⁸⁵</u>	<u>\$ 83,791⁸⁰</u>
5. (529)	5,010	LF	Curb and Gutter, complete in place for <u>Nine</u> dollars and <u>Six</u> cents.	<u>\$ 9⁰⁶</u>	<u>\$ 45,390⁶⁰</u>
6. (529)	120	LF	Ribbon Curb, complete in place for <u>Eight</u> dollars and <u>Thirty Six</u> cents.	<u>\$ 8³⁶</u>	<u>\$ 1,003²⁰</u>
7. (531)	1,654	SY	Sidewalk, complete in place for <u>Twenty Eight</u> dollars and <u>Six</u> cents.	<u>\$ 28⁰⁶</u>	<u>\$ 46,411²⁴</u>
8.	4	EA.	Type 1 Handicap Ramps, complete in place for <u>Six Hundred</u> <u>Forty One</u> dollars and <u>NO</u> cents.	<u>\$ 641⁰⁰</u>	<u>\$ 2,564⁻</u>
9. (536)	103	SY	Concrete Median, complete in place for <u>Twenty Four</u> dollars and <u>Fifteen</u> cents.	<u>\$ 24¹⁵</u>	<u>\$ 2,487⁴⁵</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
10.	2	EA.	Valley Gutter, complete in place <i>Three Thousand one Hundred</i> for <u>Seventy Two</u> dollars and <u>no</u> cents.	<u>\$3,172⁻</u>	<u>\$6,344⁻</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place for <u>Forty Six</u> dollars and <u>Thirty Six</u> cents.	<u>\$46³⁶</u>	<u>\$9,272⁻</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for <u>Two</u> dollars and <u>Forty Four</u> cents.	<u>\$2⁴⁴</u>	<u>\$488⁻</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place <i>Seven Hundred</i> for <u>thirty Two</u> dollars and <u>no</u> cents.	<u>\$732⁻</u>	<u>\$3,660⁻</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for <u>Thirty Nine</u> dollars and <u>Ninety Two</u> cents.	<u>\$39⁹²</u>	<u>\$7,984⁻</u>
15. (464)	359	LF	18" RCP, complete in place for <u>Thirty Nine</u> dollars and <u>Seventy Seven</u> cents.	<u>\$39⁷⁷</u>	<u>\$14,277⁴³</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
16. (464)	5	LF	27" RCP, complete in place for <u>Sixty Five</u> dollars and <u>Thirty Nine</u> cents.	<u>\$ 65³⁹</u>	<u>\$ 326⁹⁵</u>
17. (464)	283	LF	36" RCP, complete in place for <u>Eighty Six</u> dollars and <u>Sixty One</u> cents.	<u>\$ 86⁶¹</u>	<u>\$ 24,510⁶³</u>
18. (464)	111	LF	48" RCP, complete in place <u>ONE HUNDRED</u> for <u>Forty Two</u> dollars and <u>Seven</u> cents.	<u>\$ 142⁰⁷</u>	<u>\$ 15,769⁷¹</u>
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place <u>ONE THOUSAND FOUR HUNDRED</u> for <u>Sixty Four</u> dollars and <u>NO</u> cents.	<u>\$ 1,464⁻</u>	<u>\$ 1,464⁻</u>
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for <u>Fourteen</u> dollars and <u>Thirty One</u> cents:	<u>\$ 14³¹</u>	<u>\$ 7,512⁷⁵</u>
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place for <u>Eighty Three</u> dollars and <u>Fifty Three</u> cents.	<u>\$ 83⁵³</u>	<u>\$ 12,445⁹⁷</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place <i>Four thousand Eight Hundred for <u>Eighty</u> dollars and <u>NO</u> cents.</i>	<u>\$4880</u>	<u>\$4880</u>
23. (424)	1	LS	Junction Box #1, complete in place <i>Two thousand Nine Hundred for <u>Fifty Nine</u> dollars and <u>NO</u> cents.</i>	<u>\$2959</u>	<u>\$2959</u>
24. (424)	1	LS	Junction Box #2, complete in place <i>Two thousand Nine Hundred for <u>Fifty Nine</u> dollars and <u>NO</u> cents.</i>	<u>\$2959</u>	<u>\$2959</u>
25. (465)	3	EA.	10' Type 1 Inlet, complete in place <i>Two thousand Five Hundred for <u>Ninety Three</u> dollars and <u>NO</u> cents.</i>	<u>\$2593</u>	<u>\$7779</u>
26. (465)	1	LS	5' Dia. Manhole, complete in place <i>Two thousand Seven Hundred for <u>Fifteen</u> dollars and <u>NO</u> cents.</i>	<u>\$2715</u>	<u>\$2715</u>
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place <i>for <u>Seventy Nine</u> dollars and <u>Seventy</u> cents.</i>	<u>\$79⁷⁰</u>	<u>\$1,036¹⁰</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
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28. (496)	1	LS	Tie to Existing 27" RCP, complete in place <i>Two Thousand Six Hundred</i> for <u><i>Eighty Four</i></u> dollars and <u><i>No</i></u> cents.	\$ <u><i>2,684</i></u>	\$ <u><i>2,684</i></u>
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29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place for <u><i>Fifty One</i></u> dollars and <u><i>Sixteen</i></u> cents.	\$ <u><i>5116</i></u>	\$ <u><i>3,171.92</i></u>
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30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place <i>Three Hundred</i> for <u><i>Five</i></u> dollars and <u><i>No</i></u> cents.	\$ <u><i>305</i></u>	\$ <u><i>610</i></u>
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31.	1	EA.	Stabilized Construction Entrance/Exit, complete in place <i>Five Hundred</i> for <u><i>Eighty</i></u> dollars and <u><i>No</i></u> cents.	\$ <u><i>580</i></u>	\$ <u><i>580</i></u>
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32.	1,915	LF	Silt Fence, complete in place for <u><i>ONE</i></u> dollars and <u><i>Twenty Two</i></u> cents.	\$ <u><i>1.22</i></u>	\$ <u><i>2,336.30</i></u>
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33.	85	LF	Rock Berm, complete in place for <u><i>Ten</i></u> dollars and <u><i>No</i></u> cents.	\$ <u><i>10.00</i></u>	\$ <u><i>850</i></u>
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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
34.	95	LF	Tree Protection, complete in place for <u>ONE</u> dollars and <u>Twenty Two</u> cents.	\$ <u>1²²</u>	\$ <u>115⁹⁰</u>
35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>Twenty Seven</u> cents.	\$ <u>0²⁷</u>	\$ <u>129⁶⁰</u>
36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>Fifty Five</u> cents.	\$ <u>0⁵⁵</u>	\$ <u>767²⁵</u>
37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for <u>TWO</u> dollars and <u>Fifty Six</u> cents.	\$ <u>2⁵⁶</u>	\$ <u>744⁹⁶</u>
38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for <u>FOUR</u> dollars and <u>Twenty Nine</u> cents.	\$ <u>4²⁹</u>	\$ <u>158⁷³</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
39. (540)	75	LF	Guard Fence, complete in place for <u>Twenty</u> dollars and <u>Eighty Seven</u> cents.	\$ <u>20⁸⁷</u>	\$ <u>1,565²⁵</u>
40.	24	EA.	Type 4 End of Road Marker, complete in place for <u>Sixty Seven</u> dollars and <u>Ten</u> cents.	\$ <u>67¹⁰</u>	\$ <u>1,610⁴⁰</u>
41.	3	EA.	R1-1, 30"x 30" Signs, complete in place <u>one Hundred</u> for <u>Fifty Two</u> dollars and <u>Fifty</u> cents.	\$ <u>152⁵⁰</u>	\$ <u>457⁵⁰</u>
42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place for <u>Ninety Eight</u> dollars and <u>NO</u> cents.	\$ <u>98⁰⁰</u>	\$ <u>98⁻</u>
43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place <u>one Hundred</u> for <u>Sixty Five</u> dollars and <u>NO</u> cents.	\$ <u>165⁻</u>	\$ <u>165⁻</u>
44.	1	EA	W9-2, 36"x 36" Sign, complete in place <u>one Hundred</u> for <u>Sixty Five</u> dollars and <u>NO</u> cents.	\$ <u>165⁻</u>	\$ <u>165⁻</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place <i>two Hundred</i> for <u>Fifty</u> dollars and <u>No</u> cents.	<u>\$ 250</u>	<u>\$ 250</u>
46.	1	EA.	R11-2, 48"x 30" Sign, complete in place <i>one Hundred</i> for <u>seventy one</u> dollars and <u>No</u> cents.	<u>\$ 171</u>	<u>\$ 171</u>
47.	5,625	SY	Hydromulch Disturbed Areas, and Re-Establish Vegetation, complete in place for <u>No</u> dollars and <u>Twenty Four</u> cents.	<u>\$ 0²⁴</u>	<u>\$ 1,350</u>

TOTAL BASE BID (Items 1 thru 47):

\$ 595,840.⁹⁸

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

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The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated 7/2/97
Addendum No. 2 dated _____
Addendum No. 3 dated _____

Received 7/2/97
Received _____
Received _____

Respectfully Submitted,



V-Pres.
Title

13071 Pond Springs Rd Austin
Address

Brandonier Co. p. dba Reconstruction Specialists Co 218-1854
Name of Firm Telephone

7-8-97
Date


Secretary, if Contractor is a Corporation

Bid Bond

Bond Number

Know All Men By These Presents:

That ... ROGERS CONSTRUCTION COMPANY
P O DRAWER 1136 of GEORGETOWN, TX
....., as Principal, and the other undersigned, as Surety, are
held and firmly bound unto WILLIAMSON COUNTY.....
.....
as Oblige, in the full and just sum of .. FIVE (5%) PERCENT OF THE GREATEST AMOUNT BID-----
----- (5%GAB) ----- Dollars,
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal is herewith submitting its proposal
ANDERSON MILL ROAD PHASE II

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said
Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the
performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will
pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the
Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event
shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered JULY 8, 1997.....
(Date)

FRANK SIDDONS INSURANCE
P. O. BOX 2125
AUSTIN, TX 78768

ROGERS CONSTRUCTION COMPANY (Seal)

Randall C. Rogers

(Seal)

Fidelity and Guaranty Insurance Underwriters, Inc.
(a Wisconsin Corporation)*Robert H. French*

Attorney-in-fact



Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney

No. 515

Know all men by these presents: That Fidelity and Guaranty Insurance Underwriters, Inc., a corporation organized and existing under the laws of the State of Wisconsin and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Robert C. Siddons, Steven B. Siddons, Bettye Ann Rogers, Robert C. Fricke, Linda Couey, Douglas J. Wealty and James F. Siddons

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

In Witness Whereof, the said Fidelity and Guaranty Insurance Underwriters, Inc. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 6th day of September, A.D. 1996.



Fidelity and Guaranty Insurance Underwriters, Inc.

(Signed) By [Signature] Vice President

(Signed) By [Signature] Assistant Secretary

State of Maryland)

SS:

Baltimore City)

On this 6th day of September, A.D. 1996, before me personally came Gary A. Wilson, Vice President of Fidelity and Guaranty Insurance Underwriters, Inc., and Thomas J. Fitzgerald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas J. Fitzgerald were respectively the Vice President and the Assistant Secretary of the said Fidelity and Guaranty Insurance Underwriters, Inc., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was the corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 1998.

(Signed) By [Signature] Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the Fidelity and Guaranty Insurance Underwriters, Inc. September 24, 1992:

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

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

I, Thomas J. Fitzgerald, an Assistant Secretary of the Fidelity and Guaranty Insurance Underwriters, Inc., do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the Fidelity and Guaranty Insurance Underwriters, Inc. on this 8th day of July, 1997.



[Signature] Assistant Secretary

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JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Anderson Mill Road, Phase II and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1. (110)	11,844	SY	Excavation, complete in place for <u>SEVEN</u> dollars and <u>TEN</u> cents.	\$ <u>7¹⁰</u>	\$ <u>84,092⁴⁰</u>
2.	11,844	SY	Sub-grade Preparation, complete in place for <u>NO</u> dollars and <u>NINETY</u> cents.	\$ <u>.90</u>	\$ <u>10,659⁶⁰</u>
3. (247)	9,468	SY	18" Flexible Base, complete in place for <u>NINE</u> dollars and <u>SIXTY FIVE</u> cents.	\$ <u>9⁶⁵</u>	\$ <u>91,366²⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
4. (340)	9,468	SY	5" H.M.A.C., complete in place for <u>EIGHT</u> dollars and <u>Forty</u> cents.	\$ <u>8⁴⁰</u>	\$ <u>79,531²⁰</u>
5. (529)	5,010	LF	Curb and Gutter, complete in place for <u>SIX</u> dollars and <u>Forty</u> cents.	\$ <u>6⁴⁰</u>	\$ <u>32,064⁰⁰</u>
6. (529)	120	LF	Ribbon Curb, complete in place for <u>SIX</u> dollars and <u>Forty</u> cents.	\$ <u>6⁴⁰</u>	\$ <u>768⁰⁰</u>
7. (531)	1,654	SY	Sidewalk, complete in place for <u>TWENTY TWO</u> dollars and <u>FIFTY</u> cents.	\$ <u>22⁵⁰</u>	\$ <u>37,215⁰⁰</u>
8.	4	EA.	Type 1 Handicap Ramps, complete in place for <u>SEVEN HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>700⁰⁰</u>	\$ <u>2,800⁰⁰</u>
9. (536)	103	SY	Concrete Median, complete in place for <u>TWENTY TWO</u> dollars and <u>FIFTY</u> cents.	\$ <u>22⁵⁰</u>	\$ <u>2,317⁵⁰</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
10.	2	EA.	Valley Gutter, complete in place for <u>THREE THOUSAND</u> dollars and <u>NO</u> cents.	\$ <u>3,000⁰⁰</u>	\$ <u>6,000⁰⁰</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place for <u>TWENTY TWO</u> dollars and <u>FIFTY</u> cents.	\$ <u>22⁵⁰</u>	\$ <u>4,500⁰⁰</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for <u>THREE</u> dollars and <u>NO</u> cents.	\$ <u>3⁰⁰</u>	\$ <u>600⁰⁰</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place for <u>THREE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>300⁰⁰</u>	\$ <u>1,500⁰⁰</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for <u>SEVEN</u> dollars and <u>NO</u> cents.	\$ <u>7⁰⁰</u>	\$ <u>1,400⁰⁰</u>
15. (464)	359	LF	18" RCP, complete in place for <u>TWENTY SEVEN</u> dollars and <u>NO</u> cents.	\$ <u>27⁰⁰</u>	\$ <u>9,693⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
16. (464)	5	LF	27" RCP, complete in place for <u>THIRTY EIGHT</u> dollars and <u>FIFTY</u> cents.	\$ <u>38⁵⁰</u>	\$ <u>192⁵⁰</u>
17. (464)	283	LF	36" RCP, complete in place for <u>FIFTY FIVE</u> dollars and <u>NO</u> cents.	\$ <u>55⁰⁰</u>	\$ <u>15,565⁰⁰</u>
18. (464)	111	LF	48" RCP, complete in place for <u>EIGHTY EIGHT</u> dollars and <u>NO</u> cents.	\$ <u>88⁰⁰</u>	\$ <u>9,768⁰⁰</u>
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place for <u>FIFTEEN HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>1,500⁰⁰</u>	\$ <u>1,500⁰⁰</u>
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for <u>SIXTEEN</u> dollars and <u>NO</u> cents.	\$ <u>16⁰⁰</u>	\$ <u>8,400⁰⁰</u>
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place for <u>SIXTY</u> dollars and <u>NO</u> cents.	\$ <u>60⁰⁰</u>	\$ <u>8,940⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place for <u>TWELVE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>1,200⁰⁰</u>	\$ <u>1,200⁰⁰</u>
23. (424)	1	LS	Junction Box #1, complete in place for <u>THIRTY FIVE</u> <u>HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>3,500⁰⁰</u>	\$ <u>3,500⁰⁰</u>
24. (424)	1	LS	Junction Box #2, complete in place for <u>THREE THOUSAND</u> dollars and <u>NO</u> cents.	\$ <u>3,000⁰⁰</u>	\$ <u>3,000⁰⁰</u>
25. (465)	3	EA.	10' Type 1 Inlet, complete in place for <u>TWO THOUSAND</u> <u>TWO HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>2,200⁰⁰</u>	\$ <u>6,600⁰⁰</u>
26. (465)	1	LS	5' Dia. Manhole, complete in place for <u>TWO THOUSAND</u> <u>FIVE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>2,500⁰⁰</u>	\$ <u>2,500⁰⁰</u>
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place for <u>TEN</u> dollars and <u>NO</u> cents.	\$ <u>10⁰⁰</u>	\$ <u>130⁰⁰</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
28. (496)	1	LS	Tie to Existing 27" RCP, complete in place for <u>FIVE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>500⁰⁰</u>	\$ <u>500⁰⁰</u>
29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place for <u>FIFTEEN</u> dollars and <u>NO</u> cents.	\$ <u>15⁰⁰</u>	\$ <u>930⁰⁰</u>
30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place for <u>THREE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>300⁰⁰</u>	\$ <u>600⁰⁰</u>
31.	1	EA.	Stabilized Construction Entrance/Exit, complete in place for <u>SIX HUNDRED FIFTY</u> dollars and <u>NO</u> cents.	\$ <u>650⁰⁰</u>	\$ <u>650⁰⁰</u>
32.	1,915	LF	Silt Fence, complete in place for <u>ONE</u> dollars and <u>SIXTY</u> cents.	\$ <u>1⁶⁰</u>	\$ <u>3,064⁰⁰</u>
33.	85	LF	Rock Berm, complete in place for <u>FIFTEEN</u> dollars and <u>NO</u> cents.	\$ <u>15⁰⁰</u>	\$ <u>1,275⁰⁰</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
34.	95	LF	Tree Protection, complete in place for <u>TWO</u> dollars and <u>NO</u> cents.	\$ <u>2⁰⁰</u>	\$ <u>190⁰⁰</u>
35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>THIRTY THREE</u> cents.	\$ <u>.33</u>	\$ <u>158⁴⁰</u>
36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>FIFTY</u> cents.	\$ <u>.50</u>	\$ <u>697⁵⁰</u>
37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for <u>FOUR</u> dollars and <u>FORTY</u> cents.	\$ <u>4⁴⁰</u>	\$ <u>1,280⁴⁰</u>
38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for <u>SEVEN</u> dollars and <u>SEVENTY</u> cents.	\$ <u>7⁷⁰</u>	\$ <u>284⁹⁰</u>
					160

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
39. (540)	75	LF	Guard Fence, complete in place for <u>FIFTEEN</u> dollars and <u>NO</u> cents.	<u>\$15⁰⁰</u>	<u>\$1,125⁰⁰</u>
40.	24	EA.	Type 4 End of Road Marker, complete in place for <u>FIFTY</u> dollars and <u>NO</u> cents.	<u>\$50⁰⁰</u>	<u>\$1,200⁰⁰</u>
41.	3	EA.	R1-1, 30"x 30" Signs, complete in place for <u>ONE HUNDRED FIFTY</u> dollars and <u>NO</u> cents.	<u>\$150⁰⁰</u>	<u>\$450⁰⁰</u>
42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place for <u>ONE HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$100⁰⁰</u>	<u>\$100⁰⁰</u>
43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place for <u>ONE HUNDRED FIFTY</u> dollars and <u>NO</u> cents.	<u>\$150⁰⁰</u>	<u>\$150⁰⁰</u>
44.	1	EA	W9-2, 36"x 36" Sign, complete in place for <u>ONE HUNDRED FIFTY</u> dollars and <u>NO</u> cents.	<u>\$150⁰⁰</u>	<u>\$150⁰⁰</u>

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place Two Hundred for <u>FIFTY</u> dollars and <u>NO</u> cents.	<u>\$ 250⁰⁰</u>	<u>\$ 250⁰⁰</u>

46.	1	EA.	R11-2, 48"x 30" Sign, complete in place Two Hundred for <u>Two Hundred</u> dollars and <u>NO</u> cents.	<u>\$ 200⁰⁰</u>	<u>\$ 200⁰⁰</u>
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47.	5,625	SY	Hydromulch Disturbed Areas, and Re-Establish Vegetation, complete in place for <u>NO</u> dollars and <u>SIXTY FIVE</u> cents.	<u>\$.65</u>	<u>\$ 3,656²⁵</u>
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TOTAL BASE BID (Items 1 thru 47):

\$ 442,713⁸⁵ XX

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated July 2, 1997
Addendum No. 2 dated _____
Addendum No. 3 dated _____

Received July 2, 1997
Received _____
Received _____

Respectfully Submitted,

Randall C. Rogn

P.O. DRAWER 1136

VICE PRESIDENT

Title

GEORGETOWN, TEXAS 78627-1136

Address

ROGERS CONSTRUCTION COMPANY

Name of Firm

(512) 930-1155

Telephone

7-8-97

Date

Suzanne C. Lunsford

Secretary, if Contractor is a Corporation

Merchants

VOL 0089 PAGE 805

1-8-013



BONDING CO.
— Mutual —

BID BOND

Know all men by these presents:

That SMITH CONTRACTING COMPANY

(hereinafter called the Principal) as Principal, and the MERCHANTS BONDING COMPANY (Mutual)
a corporation of the State of Iowa, with its Home Office in the City of Des Moines, Iowa, (hereinafter
called Surety), as Surety, are held and firmly bound to WILLIAMSON COUNTY

(hereinafter called the Obligor) in the full and just sum of (\$ 5% OF MAXIMUM AMOUNT BID)

Dollars
good and lawful money of the United States of America, to the payments of which sum of money well
and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 8th day of JULY 1997

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligor shall make any award to
the Principal for ANDERSON MILL ROAD, PHASE II, NEW ROAD

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly
make and enter into a contract with the Obligor in accordance with the terms of said proposal or bid and
award, and shall give bond for the faithful performance thereof with the MERCHANTS BONDING
COMPANY (Mutual) and Surety, or with other Surety or Sureties approved by the Obligor; or if the
Principal shall, in case of failure to do so, pay to the Obligor the damages which the Obligor may suffer
by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and
void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed
and sealed.

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Witness:

Conor M. Mahan

SMITH CONTRACTING COMPANY

Principal

By

Stephen L. Lush

Attorney

Barbara D. Dwyer

MERCHANTS BONDING COMPANY (Mutual)

By

Kenneth Nitsche

KENNETH NITSCHKE ATTORNEY-IN-FACT

Merchants Bonding Company

(MUTUAL)

POWER OF ATTORNEY

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

Robert J. Nitsche, Kenneth Nitsche, Robert K. Nitsche or David P. Ferguson

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

FIVE HUNDRED THOUSAND (\$500,000.00) Dollars

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

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

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

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

In Witness Whereof, MERCHANTS BONDING COMPANY (Mutual) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **6th** day of **December**, 19 **96**.

MERCHANTS BONDING COMPANY (MUTUAL)

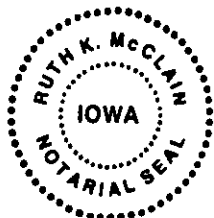


By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss

On this **6th** day of **December**, 19 **96**, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

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



Ruth K. McClain
Notary Public, Polk County, Iowa

My Commission
Expires 2-19-98

STATE OF IOWA
COUNTY OF POLK ss

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

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on this **8th** day of **JULY**, 19 **97**.

This Power-of-Attorney expires 12-31-97

MSC 0614



William Warner Jr.
Secretary

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WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: SMITH CONTRACTING COMPANY
 Mailing Address: 15308 GINGER ST
 City: AUSTIN State: TX Zip: 78726
 Telephone: (512) 990-7640 Fax: (512) 990-7855

BID

(Add additional sheets if necessary)

ITEM

UNIT PRICE

SEE ATTACHED BIDDING SHEETS - PAGES BD-5 THROUGH BD-13

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: Stephen C. Smith Date of BID: 7/8/97

Name and Title of Signer: STEPHEN C. SMITH - VICE PRESIDENT
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

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BIDDING SHEETS

JOB NAME: Anderson Mill Road, Phase II

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County, Texas

DATE: July 8, 1997

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of **Anderson Mill Road, Phase II** and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1. (110)	11,844	SY	Excavation, complete in place for <u>FOUR</u> dollars and <u>NO</u> cents.	\$ <u>4</u>	\$ <u>47,376</u>
2.	11,844	SY	Sub-grade Preparation, complete in place for <u>ONE</u> dollars and <u>FIFTY</u> cents.	\$ <u>1</u> ^{<u>50</u>}	\$ <u>17,766</u>
3. (247)	9,468	SY	18" Flexible Base, complete in place for <u>EIGHT</u> dollars and <u>FIFTY</u> cents.	\$ <u>0</u> ^{<u>60</u>}	\$ <u>80,470</u>

SMITH

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
4. (340)	9,468	SY	5" H.M.A.C., complete in place for <u>EIGHT</u> dollars and <u>NO</u> cents.	\$ <u>8</u> ⁻	\$ <u>75,744</u> ⁻
5. (529)	5,010	LF	Curb and Gutter, complete in place for <u>Six</u> dollars and <u>NO</u> cents.	\$ <u>6</u> ⁻	\$ <u>30,060</u> ⁻
6. (529)	120	LF	Ribbon Curb, complete in place for <u>Ten</u> dollars and <u>NO</u> cents.	\$ <u>10</u> ⁻	\$ <u>1,200</u> ⁻
7. (531)	1,654	SY	Sidewalk, complete in place for <u>TWENTY</u> dollars and <u>NO</u> cents.	\$ <u>20</u> ⁻	\$ <u>33,080</u> ⁻
8.	4	EA.	Type 1 Handicap Ramps, complete in place for <u>SEVEN HUNDRED FIFTY</u> dollars and <u>NO</u> cents.	\$ <u>750</u> ⁻	\$ <u>3,000</u> ⁻
9. (536)	103	SY	Concrete Median, complete in place for <u>Twenty Two</u> dollars and <u>NO</u> cents.	\$ <u>22</u> ⁻	\$ <u>2,266</u> ⁻

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
10.	2	EA.	Valley Gutter, complete in place for <u>THREE THOUSAND</u> dollars and <u>NO</u> cents.	<u>\$ 3000</u>	<u>\$ 6,000</u>
11. (432)	200	SY	5" Concrete Slope Paving, complete in place for <u>Forty Five</u> dollars and <u>NO</u> cents.	<u>\$ 45</u>	<u>\$ 9,000</u>
12.	200	LF.	Saw Cut Existing Pavement complete in place for <u>TWO</u> dollars and <u>NO</u> cents.	<u>\$ 2</u>	<u>\$ 400</u>
13.	5	EA.	Adjust Manholes to Finished Grade, complete in place for <u>Two Hundred</u> dollars and <u>NO</u> cents.	<u>\$ 200</u>	<u>\$ 2,000</u>
14.	200	LF	3" Schedule 40 PVC, complete in place for <u>EIGHT</u> dollars and <u>NO</u> cents.	<u>\$ 8</u>	<u>\$ 1,600</u>
15. (464)	359	LF	18" RCP, complete in place for <u>THIRTY FIVE</u> dollars and <u>NO</u> cents.	<u>\$ 35</u>	<u>\$ 12,565</u>

SMITH

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
16. (464)	5	LF	27" RCP, complete in place for <u>One Hundred</u> dollars and <u>NO</u> cents.	\$ <u>100</u> -	\$ <u>500</u> -
17. (464)	283	LF	36" RCP, complete in place for <u>Sixty Five</u> dollars and <u>NO</u> cents.	\$ <u>65</u> -	\$ <u>18,395</u> -
18. (464)	111	LF	48" RCP, complete in place for <u>One Hundred</u> dollars and <u>NO</u> cents.	\$ <u>100</u> -	\$ <u>11,100</u> -
19. (432)	1	LS	Concrete Slope Paving for 48" RCP, complete in place for <u>Nine Hundred</u> dollars and <u>NO</u> cents.	\$ <u>900</u> -	\$ <u>900</u> -
20. (110)	525	LF	Grade to Drain "V" Bottom Swale, complete in place for <u>Four</u> dollars and <u>NO</u> cents.	\$ <u>4</u> -	\$ <u>2,100</u> -
21. (460 & 467)	149	LF	Design 5 Pipe (29"x 42" CMAP) with 6:1 End Treatment, complete in place for <u>Forty</u> dollars and <u>NO</u> cents.	\$ <u>40</u> -	\$ <u>5,960</u> -

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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
22. (110)	1	LS	Regrade Existing Ditches as Needed to Drain, complete in place for <u>THREE THOUSAND</u> dollars and <u>NO</u> cents.	<u>\$ 3,000</u>	<u>\$ 3,000 -</u>
23. (424)	1	LS	Junction Box #1, complete in place for <u>THREE THOUSAND</u> dollars and <u>NO</u> cents.	<u>\$ 3,000</u>	<u>\$ 3,000 -</u>
24. (424)	1	LS	Junction Box #2, complete in place for <u>THREE THOUSAND</u> dollars and <u>NO</u> cents.	<u>\$ 3,000</u>	<u>\$ 3,000 -</u>
25. (465)	3	EA.	10' Type 1 Inlet, complete in place for <u>TWO THOUSAND</u> dollars and <u>NO</u> cents.	<u>\$ 2,000</u>	<u>\$ 6,000 -</u>
26. (465)	1	LS	5' Dia. Manhole, complete in place for <u>TWO THOUSAND</u> ^{FOUR HUNDRED} dollars and <u>NO</u> cents.	<u>\$ 2,400</u>	<u>\$ 2,400 -</u>
27. (496)	13	LF	Existing 27" RCP to be Removed, complete in place for <u>TWENTY</u> dollars and <u>NO</u> cents.	<u>\$ 20 -</u>	<u>\$ 260 -</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
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28. (496)	1	LS	Tie to Existing 27" RCP, complete in place for <u>FIVE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>500</u> ⁻	\$ <u>500</u> ⁻
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29. (496)	62	LF	Existing 36" RCP to be Removed, complete in place for <u>TEN</u> dollars and <u>NO</u> cents.	\$ <u>10</u> ⁻	\$ <u>620</u> ⁻
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30. (496)	2	EA.	Existing Concrete Headwalls to be Removed, complete in place for <u>FIVE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>500</u> ⁻	\$ <u>1,000</u> ⁻
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31.	1	EA.	Stabilized Construction Entrance\Exit, complete in place for <u>EIGHT HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>800</u> ⁻	\$ <u>800</u> ⁻
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32.	1,915	LF	Silt Fence, complete in place for <u>ONE</u> dollars and <u>FIFTY</u> cents.	\$ <u>1</u> ⁵⁰	\$ <u>2,872</u> ⁵⁰
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33.	85	LF	Rock Berm, complete in place for <u>TEN</u> dollars and <u>NO</u> cents.	\$ <u>10</u> ⁻	\$ <u>850</u> ⁻
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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
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34.	95	LF	Tree Protection, complete in place for <u>ONE</u> dollars and <u>FIFTY</u> cents.	\$ <u>1.50</u>	\$ <u>142.50</u>
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35.	480	LF	4" Wide Solid Reflectorized White Paint Striping, complete in place for <u>NO</u> dollars and <u>FIFTY</u> cents.	\$ <u>.50</u>	\$ <u>240</u>
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36.	1,395	LF	8" Wide Solid Reflectorized White Paint Striping, complete in place for <u>ONE</u> dollars and <u>NO</u> cents.	\$ <u>1</u>	\$ <u>1,395</u>
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37.	291	LF	8" Wide Solid Reflectorized White Tape Striping, complete in place for <u>TWO</u> dollars and <u>FIFTY</u> cents.	\$ <u>2.50</u>	\$ <u>727.50</u>
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38.	37	LF	12" Wide Solid Reflectorized White Tape Striping, complete in place for <u>FOUR</u> dollars and <u>NO</u> cents.	\$ <u>4</u>	\$ <u>148</u>
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SMCTH

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
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39. (540)	75	LF	Guard Fence, complete in place for <u>THIRTY</u> dollars and <u>NO</u> cents.	\$ <u>30</u>	\$ <u>2,250</u>
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40.	24	EA.	Type 4 End of Road Marker, complete in place for <u>SEVENTY</u> dollars and <u>NO</u> cents.	\$ <u>70</u>	\$ <u>1,680</u>
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41.	3	EA.	R1-1, 30"x 30" Signs, complete in place for <u>ONE HUNDRED</u> ⁵⁰ dollars and <u>NO</u> cents.	\$ <u>160</u>	\$ <u>480</u>
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42.	1	LS	Relocate Existing R1-1, 30"x 30" Sign, complete in place for <u>ONE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>100</u>	\$ <u>100</u>
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43.	1	EA.	W4-2R, 36"x 36" Sign, complete in place for <u>ONE HUNDRED</u> ^{EIGHTY} dollars and <u>NO</u> cents.	\$ <u>180</u>	\$ <u>180</u>
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44.	1	EA	W9-2, 36"x 36" Sign, complete in place for <u>ONE HUNDRED</u> ^{EIGHTY} dollars and <u>NO</u> cents.	\$ <u>180</u>	\$ <u>180</u>
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Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
45.	1	EA.	CWX20ST-3B, 48"x 48" Sign, complete in place for <u>Two Hundred FIFTY</u> dollars and <u>NO</u> cents.	\$ <u>250</u>	\$ <u>250</u>
46.	1	EA.	R11-2, 48"x 30" Sign, complete in place for <u>Two Hundred</u> dollars and <u>NO</u> cents.	\$ <u>200</u>	\$ <u>200</u>
47.	5,625	SY	Hydromulch Disturbed Areas, and Re-Establish Vegetation, complete in place for <u>ONE</u> dollars and <u>NO</u> cents.	\$ <u>1</u>	\$ <u>5,625</u>

TOTAL BASE BID (Items 1 thru 47): \$ 399,390 ⁵⁰

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within one hundred eighty (180) calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 180 calendar-day period, the bidder shall pay the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

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The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated July 2, 1997
Addendum No. 2 dated _____
Addendum No. 3 dated _____

Received July 3, 1997
Received _____
Received _____

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PAGE 817

Respectfully Submitted,

Stephen C. Smith

15308 GINGER ST.

VICE PRESIDENT
Title

AUSTIN, TX 78720
Address

SMITH CONTRACTING CO
Name of Firm

512-990-7640
Telephone

7/8/97
Date

Secretary, if Contractor is a Corporation

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AGENDA ITEM # 13July 8, 1997*Hold public hearing for the re-plat of Lots 14, 15 and 16 Sundance Ranch.

At 10:35 a.m. Judge Doerfler announced public hearing open to discuss the re-plat of Lots 14, 15 & 16 Sundance Ranch.

Commissioner Boatright advised the road will be changed, requiring Lots 14, 15 and 16 be re-platted.

At 10:40 a.m. Judge Doerfler closed public hearing on discussion of the re-plat of Lots 14, 15 & 16 Sundance Ranch.

AGENDA ITEM # 14July 8, 1997*Consider granting approval Re-plat of Lots 14, 15 and 16 Sundance Ranch.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To grant approval of re-platting of Lots 14, 15 and 16 Sundance Ranch.

Vote: Motion carried 2 - 0 with Commissioner Boatright abstaining from the vote and Commissioner Heiligenstein absent from the dais.

AGENDA ITEM # 15July 8, 1997*Consider approving line item transfer for Road and Bridge Precinct #4:

From:	200-214-4410	Bond	\$250.00
To:	200-214-4999	Miscellaneous	\$250.00

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Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve line item transfer for Road and Bridge Precinct #4:

From:	200-214-4410	Bond	\$250.00
To:	200-214-4999	Miscellaneous	\$250.00

Vote: Motion carried 4 - 0

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