

AGENDA ITEM # 14

April 22, 1997

\*

Open and consider awarding bids for various Capitol Metro projects.

At 10:22 a.m. Judge Doerfler announced time open for accepting bids on various Capitol Metro projects.

At 10:23 a.m. Judge Doerfler announced time closed for accepting bids on various Capitol Metro projects.

Bids were received and opened from:

Asphalt Paving Company of Austin, Inc.  
Austin Bridge & Road  
Metro Paving Co., Inc.  
N-Ovative Construction  
RGM Construction Co.

Moved: Judge Doerfler

Seconded: Commissioner Mehevec

Motion: To note receipt and opening of bids with bid to be awarded on April 29, 1997.

Vote: Motion carried 5 - 0

< Clerk copy here >

PROPOSAL  
TO  
WILLIAMSON COUNTY, TEXAS  
FOR  
1997 PAVING & SIDEWALK IMPROVEMENTS  
PRECINCT TWO

Date: 4-22- 1997

Proposal of Asphalt Paving Co of Austin Inc.

(hereinafter called "Bidder") a proprietorship/corporation organized and doing business under the laws of the state of Texas, to the Commissioners Court of Williamson County, Texas (hereinafter called "Owner"):

GENTLEMEN:

The bidder, in compliance with your advertisement and instructions to bidders for construction of the 1997 Paving & Sidewalk Improvements ("Project"); Having examined the drawings and specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____

BID SCHEDULEBASE BID ITEMS

Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1	25,624	S.Y.	1 1/2" HMAC Overlay (levelup is incidental), As Shown on Drawing Sheets 2-5, Complete in Place, per Square Yard		
			<u>Two</u> Dollars	(\$ 2.25)	(\$ 57654.00)
			and <u>Twenty five</u> Cents		
2	2,700	S.F.	Concrete Sidewalk As Shown on Sheet 6, Complete in Place, per Square Foot		
			<u>Three</u> Dollars	(\$ 3.10)	(\$ 8370.00)
			and <u>ten</u> Cents		
3	13	Each	Type 1 Concrete Curb Ramps, Complete in Place, per Each		
			<u>Nine hundred forty five</u> Dollars	(\$ 945.-)	(\$ 12285.-)
			and <u>no</u> Cents		
4	12	Each	Type 2 Concrete Curb Ramps, Complete in Place, per Each		
			<u>thirteen hundred sixty five</u> Dollars	(\$ 1365.-)	(\$ 16380.-)
			and <u>no</u> Cents		
TOTAL BASE BID AMOUNT				\$	<u>94689.00</u>

ADDITIVE ALTERNATE BID ITEMS

Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1A	5,000	S.Y.	Additional 1 1/2" HMAC Overlay (Levelup Incidental), As Field Directed, Complete in Place, per Square Yard		
			<u>Two</u> Dollars	(\$ 2.45)	(\$ 12,250.-)
			and <u>forty five</u> Cents		
2A	500	S.F.	Additional Concrete Sidewalk, As Directed, Complete in Place, per Square Foot		
			<u>Three</u> Dollars	(\$3.10)	(\$ 1,550.-)
			and <u>ten</u> Cents		
3A	5	Each	Additional Type 1 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each		
			<u>Nine hundred forty five</u> Dollars	(\$445.-)	(\$ 4,725.-)
			and <u>NO</u> Cents		
4A	11	Each	Type 2 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each		
			<u>Thirteen hundred sixty five</u> Dollars	(\$1365.-)	(\$ 15,015.-)
			and <u>NO</u> Cents		

TOTAL ALTERNATE BID AMOUNT \$ 33,540.00TOTAL BASE & ALTERNATE BID AMOUNTS \$ 128,229.00

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within 75 calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of 5%

(\$ \_\_\_\_\_) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

(Corporate Seal,  
if applicable)

Respectfully Submitted,

By Robert Joseph Jackson

Title V. President

Asphalt Paving Co of Austin Inc.  
Business Name

P.O. Box 1649

Buda TX 78610  
Address

512-317-1666  
Telephone

**AFFIRMATION OF**  
**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The undersigned hereby affirms that the Disadvantaged Business Enterprise (DBE) requirements of the proposed contract will be met and that 27% participation by DBEs will be achieved or that good faith efforts as described in the DBE program will be demonstrated in pursuit of the goal.

Asphalt Paving Co. of Austin Inc.  
COMPANY

4-22-97  
DATE

[Signature]  
SIGNATURE

V. President  
TITLE

This form must be completed and submitted with the contractor's proposal for the project. For DBE program requirements, call Capital Metro at (512) 389-7525.

WILLIAMSON COUNTY  
INVITATION TO BID

The Williamson County Commissioners Court invites the submission of sealed bids for: 1997 PAVING AND SIDEWALK IMPROVEMENTS - PRECINCT 2. This project consists of asphalt paving overlays and concrete sidewalk and appurtenant work, bid on a unit price basis.

Sealed bids will be received by the Commissioners Court, Williamson County Courthouse, 7th and Main Street, Georgetown, Texas until 10:15 A.M., Tuesday, April 22, 1997. At such time and place bids will be publicly opened and read aloud.

Bids received after the named closing time will be returned unopened.

Bids shall be clearly identified on the lower left corner of the envelope with "1997 PAVING AND SIDEWALK IMPROVEMENTS - PRECINCT 2".

Plans, Contract Documents and Specifications may be reviewed without charge at the Precinct 2 office (512) 258-3292 or the office of Jay Engineering Company, Inc., (512) 259-3882. These documents may be procured for bidder's use from the Engineer's office for a printing charge of \$20.00.

A 5% Bid Bond, 100% Performance and Payment Bonds, and Insurance requirements are in effect. Bidders shall comply with all bid requirements and specifications as defined by Jay Engineering Company, Inc.

The Williamson County Commissioners Court reserves the right to reject any/or all bids and to waive any and all technicalities or formalities. Participation by Disadvantaged Business Enterprise (DBE) firms is required.

Issued by order of the Williamson County Commissioners Court March 18, 1997.

John C. Doerfler, County Judge.

INSTRUCTIONS TO BIDDERS

SEALED PROPOSALS addressed to the Williamson County Commissioners Court, (hereinafter called "Owner" or "County") for the construction and completion of 1997 Paving & Sidewalk Improvements - Precinct 2 will be received by the Commissioners Court, Williamson County Courthouse, 7th and Main, Georgetown, Texas until 10:15 A.M. Tuesday, April 22, 1997 and then be publicly opened and read aloud at that time and place.

Envelopes containing sealed proposals shall be clearly marked on the outside with the name and address of the bidder and the words:

1997 PAVING & SIDEWALK IMPROVEMENTS - PRECINCT 2  
TO BE OPENED AT 10:15 AM  
TUESDAY, APRIL 22, 1997

The Contractor's Proposal form separately provided contains spaces in which to enter prices for BASE BID and ALTERNATE BID Items. Bidders must enter a price for all items. Award of a construction contract will be based on the most favorable combination of base bid and alternate bid prices. The base bid will be the minimum amount of work awarded, if a contract is awarded.

Each proposal shall be legibly written or printed in ink on the proposal form provided separately. No alterations in proposals, or in the printed forms therefor, or erasures, interpolations, or otherwise will be acceptable unless signed or initialed by the bidder. No alteration in any proposal, or in the form on which it is submitted shall be made by any person after the proposal has been submitted by the bidder. Any and all addenda to the contract documents on which a proposal is based shall be acknowledged by the bidder's signature in the space provided on the proposal.

The bidder shall state all prices in written words as well as in figures, and in case of a difference between written words and in figures, the written words shall be deemed correct.

PROPOSAL GUARANTEE: Each proposal shall be accompanied by a cashier's check or a certified check drawn on an acceptable bank, or an acceptable bid bond, in an amount not less than five (5) percent of the total amount of the bid. The proposal guarantee shall be made payable without condition to Williamson County, Texas, and the amount of the said proposal guarantee may be retained by the County as liquidated damages if the proposal covered thereby is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed within ten (10) days after such award is made by the County.

WITHDRAWAL OF BID : No bidder may withdraw his proposal for a period of forty-five (45) days after the day of the bid opening. A bidder may withdraw his proposal at any time prior to the expiration of the period during which proposals may be submitted, by a written request signed in the same manner and by the same person who signed the proposal.

RETURN OF PROPOSAL GUARANTEE : The proposal guarantee of each unsuccessful bidder will be returned when his proposal is rejected. The proposal guarantee of the bidder to whom a contract is awarded will be returned when the successful bidder executes a contract and files a satisfactory bond. The proposal guarantee of the second lowest responsible bidder will be returned when the successful bidder executes a contract and files a satisfactory bond, which period shall not exceed forty-five (45) days from the day of the bid opening.

EXECUTION OF AGREEMENT : Bidders shall note the Agreement bound herein, and all provisions thereof. The successful bidder, upon notice of award of a contract for construction of the Project, will be required to execute the Agreement as bound herein.



**ACCEPTANCE AND REJECTION OF BIDS** : The County reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids; and to waive irregularities or formalities in any bid. Bids received after the specified time of closing will be returned unopened.

**SIGNATURE OF BIDDERS** : Each bidder shall sign his proposal using his usual signature and giving his full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representatives. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the word "president", "secretary", "agent", or other designation without disclosing his principal may be held to the bid of the individual signing. When requested by the County, satisfactory evidence of the authority of the person signing shall be furnished.

**INTERPRETATION OF CONTRACT DOCUMENTS** : If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the specifications or other proposed contract documents he may submit to the Engineer (Jay Engineering Company, Inc., P.O. Box 10998, Austin, Texas 78766-1998) a written request for an interpretation thereof prior to 72 hours before the opening of bids. The person submitting the request will be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents. The County will not be responsible for any other explanations or interpretations of the proposed contract documents.

**TIME FOR COMPLETION** : The Contractor will be expected to start work upon issuance of a written work order or notice to proceed by the County and shall complete all work thereunder within 75 calendar days. No additional time will be allowed for Alternate Bid Work.

**QUALIFICATIONS OF BIDDERS** : Bidders that have not recently performed work for the Owner, or that otherwise have no local performance record, must be prepared to submit qualification data within 48 hours after the scheduled opening of bids. If requested, bidders must submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have adequate plant, appropriate technical expertise, and the necessary financial resources to complete the proposed work. Specific submittal data shall include:

- 1) A current financial statement.
- 2) The name, address, and telephone of bidders surety.
- 3) The name, address, and telephone of financial references, including banks and trade accounts.
- 4) A complete listing of projects completed within the past two years and a complete listing of projects in progress. The listing shall include for each project the location, amount of contract and the name, address and telephone of the project owner and engineer.

Each bidder must thereby show that former work performed by him has been handled in such a manner that there are no just or proper claims pending against such work. No bid submitted by a bidder who is engaged in any work which would impair his ability to finance the work covered by such bid or to provide suitable equipment for its proper prosecution and completion, will be excepted.

Bidders are expected to inform themselves regarding all local and site conditions pertaining to the work they will be doing.

**RULES AND REGULATIONS** : The bidder's attention is directed to the fact that all applicable Federal and State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed and services to be provided shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written herein.

**BONDS** : Coincident with the execution of the contract, the contractor shall furnish good and sufficient surety bond in the full amount of the contract sum, guaranteeing the faithful performance of all the covenants, stipulations and agreements of the contract, the payment of all bills and obligations

arising from the execution of the contract, which bills or obligations might or will in any manner become a claim against the County, and guaranteeing the work included in this contract against faulty materials or workmanship for one (1) year after the date of completion of contract. All provisions of the bonds shall be complete and in full accordance with Statutory requirements. The bonds shall be executed with the proper sureties through a company licensed and qualified to operate in the State and approved by the County. Bonds shall be signed by an agent resident in State and date of bond shall be the date of execution of the contract. If at any time during the continuance of the contract the surety of the Contractor's bond becomes irresponsible the County shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the County within ten (10) days after notice to do so. In default thereof the contract may be suspended, and all payments or money due the Contractor withheld.

**INSURANCE** : The Contractor and sub-contractors shall, when performing construction work under his supervision at the Project Site carry insurance as follows for the duration of such work:

- a) Statutory Workers Compensation.
- b) Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$500,000 for each person and \$1,000,000 for each occurrence including coverage on same for independent contractors.
- c) Property Damage Insurance with minimum limits of \$300,000 for each occurrence including coverage on same for independent contractors.
- d) Automobile Liability Insurance for all owner, non-owned, and hired vehicles with minimum limits for Bodily Injury, of \$250,000 for each person and \$500,000 for each occurrence and Property Damage minimum limits of \$100,000 for each occurrence. Contractor shall require subcontractors to provide Automobile Insurance with same minimum limits.

Contractor shall not commence work at site under this contract until he has obtained all required insurance and until such insurance has been approved by the County. The Contractor shall not allow any sub-contractors to commence work until all the insurance required has been obtained and approved. Approval of the insurance by the County and Engineer shall not relieve or decrease the liability of the Contractor hereunder.

The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the County.

The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until ten (10) days after the County has received written notice as evidenced by return receipts of registered or certified letter. Certificates of insurance shall contain transcripts from the proper office of the Insurer, evidencing in particular those operations to which the insurance applies, the expiration date and the above mentioned notice of cancellation clause.

All liability policies carried under these contracts shall also include The County of Williamson as an additional insured.

For Insurance purposes, the title of ownership of equipment and materials shall remain with the Contractor until final acceptance.

**BUILDERS RISK INSURANCE** : The Contractor shall maintain Builder's Risk Insurance (fire and extended coverage) on a 100% completed value basis on the insurable portions of the Project for the benefit of the County, the Contractor and all sub-contractors, as their interest may appear.

**SALES TAX** : Under current rules of the Texas Comptroller's Office, Contractors can not claim exemption from sales tax on materials or equipment by simply citing the exempt status of Williamson County, Texas. The Contractor must possess an individual Texas Sales and Use Tax permit. The

successful Contractor will be required to furnish a separation of costs document to the County. The County will then furnish an exemption certificate to the Contractor.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION REQUIREMENTS: This project is funded in whole or in part by the Capital Metropolitan Transportation Authority. As such, DBE participation requirements are in effect for this project. The successful bidder is required to execute the enclosed "Affirmation of Disadvantaged Business Enterprise Participation" form. The form must be submitted with the Contractor's bid. The level of participation is 27-percent of the contract amount awarded.

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

**Bess Ann Roberts, John S. Burns, Jr., Peter Pincoffs, Joe George,  
Chris Brandt or Alan Williams**

of **Austin** 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 Vice-President and its corporate seal to be hereto affixed, this **13th** day of **December**, 19 **95**

MERCHANTS BONDING COMPANY (MUTUAL)

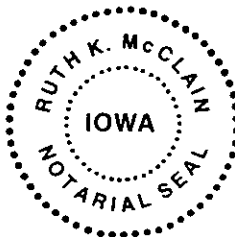


By *Larry Taylor*  
Vice President

STATE OF IOWA  
COUNTY OF POLK ss

On this **13th** day of **December**, 19 **95**, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is Vice-President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

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



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

STATE OF IOWA  
COUNTY OF POLK ss

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

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on this **22nd** day of **April**, 19 **97**.

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



*William Warner Jr.*  
Secretary



## BID BOND

**MERCHANTS BONDING COMPANY (Mutual)**  
By Joe George, Attorney-in-Fact **72**

PROPOSAL

VOL 0088 PAGE 213

TO

WILLIAMSON COUNTY, TEXAS

FOR

1997 PAVING & SIDEWALK IMPROVEMENTS  
PRECINCT TWO

Date: 4/22 1997

Proposal of AUSTIN BRIDGE & ROAD, INC.

(hereinafter called "Bidder") a ~~proprietorship~~ corporation organized and doing business under the laws of the state of DELAWARE, to the Commissioners Court of Williamson County, Texas (hereinafter called "Owner"):

GENTLEMEN:

The bidder, in compliance with your advertisement and instructions to bidders for construction of the 1997 Paving & Sidewalk Improvements ("Project"); Having examined the drawings and specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. \_\_\_\_\_ BY: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ BY: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ BY: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ BY: \_\_\_\_\_

BID SCHEDULEBASE BID ITEMS

Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1	25,624	S.Y.	1 1/2" HMAC Overlay (levelup is incidental), As Shown on Drawing Sheets 2-5, Complete in Place, per Square Yard  Two Dollars and FIFTY Cents	(\$ 2 <sup>50</sup> )	(\$ 64,060 <sup>00</sup> )
2	2,700	S.F.	Concrete Sidewalk As Shown on Sheet 6, Complete in Place, per Square Foot  THREE Dollars and No Cents	(\$ 3 <sup>00</sup> )	(\$ 8,100 <sup>00</sup> )
3	13	Each	Type 1 Concrete Curb Ramps, Complete in Place, per Each  ONE THOUSAND FIFTY Dollars and No Cents	(\$ 1,050 <sup>00</sup> )	(\$ 13,650 <sup>00</sup> )
4	12	Each	Type 2 Concrete Curb Ramps, Complete in Place, per Each  ONE THOUSAND ONE HUNDRED Dollars and No Cents	(\$ 1,100 <sup>00</sup> )	(\$ 13,200 <sup>00</sup> )
TOTAL BASE BID AMOUNT				\$	99,010 <sup>00</sup>

ADDITIVE ALTERNATE BID ITEMS

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Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1A	5,000	S.Y.	Additional 1 1/2" HMAC Overlay (Levelup Incidental), As Field Directed, Complete in Place, per Square Yard  Two Dollars and Eighty Five Cents	(\$2 <sup>85</sup> )	(\$ 14,250 <sup>00</sup> )
2A	500	S.F.	Additional Concrete Sidewalk, As Directed, Complete in Place, per Square Foot  Four Dollars and Fifty Cents	(\$4 <sup>50</sup> )	(\$ 2,250 <sup>00</sup> )
3A	5	Each	Additional Type 1 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each  One Thousand Fifty Dollars and No Cents	(\$1,050 <sup>00</sup> )	(\$ 5,250 <sup>00</sup> )
4A	11	Each	Type 2 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each  One Thousand One Hundred Dollars and No Cents	(\$1,100 <sup>00</sup> )	(\$ 12,100 <sup>00</sup> )

TOTAL ALTERNATE BID AMOUNT \$ 33,850<sup>00</sup>

TOTAL BASE & ALTERNATE BID AMOUNTS \$ 132,860<sup>00</sup>



Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within 75 calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of \_\_\_\_\_

(\$ 5% G.A.B ) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By

Title ESTIMATING MANAGER

AUSTIN BRIDGE & ROAD, INC.  
Business Name

8906 WALL STREET #403

AUSTIN, TX 78754  
Address

(512) 835-1608  
Telephone

(Corporate Seal,  
if applicable)

AFFIRMATION OF  
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The undersigned hereby affirms that the Disadvantaged Business Enterprise (DBE) requirements of the proposed contract will be met and that 27% participation by DBEs will be achieved or that good faith efforts as described in the DBE program will be demonstrated in pursuit of the goal.

AUSTIN BRIDGE & ROAD, Inc  
COMPANY

4/22/97  
DATE

  
SIGNATURE

EST. MGR.  
TITLE

This form must be completed and submitted with the contractor's proposal for the project. For DBE program requirements, call Capital Metro at (512) 389-7525.

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:

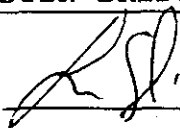
That AUSTIN BRIDGE & ROAD, INC., as Principal, and  
AMERICAN HOME ASSURANCE COMPANY, as Surety, are held and firmly bound  
unto Williamson County, as Oblige, in the sum of  
Five Percent of Greatest Amount Bid Dollars  
(\$ 5% GAB ), for the payment of which sum, well and truly to be made, the Principal 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 \_\_\_\_\_  
1997 Paving & Sidewalk Improvements Project

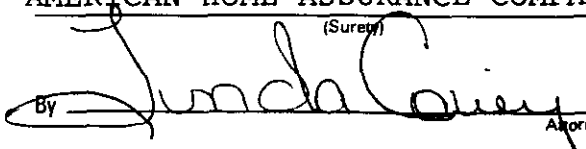
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in  
accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with  
good and sufficient surety for the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

Signed, sealed and dated April 21, 1997

  
(Witness)

AUSTIN BRIDGE & ROAD, INC.  
(Principal) (Seal)  
By  Estimating Manager  
(Title)

Bond No. AIA 310-264

AMERICAN HOME ASSURANCE COMPANY  
(Surety)  
By  Attorney-in-Fact

**KNOW ALL MEN BY THESE PRESENTS:**

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

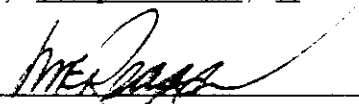
---Robert C. Siddons, Bettye Ann Rogers, Robert C. Fricke, Linda Couey: of Austin, Texas---

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 writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

**IN WITNESS WHEREOF**, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents

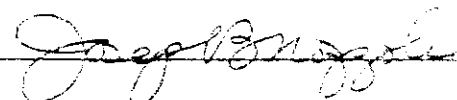


this 29 day of April, 1993.

  
Mark E. Reagan, Senior Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK}ss.

On this 29 day of April, 1993,  
before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

  
JOSEPH B. NOZZOLIO  
Notary Public, State of New York  
No. 01-NO4652754  
Qualified in Westchester County  
Term Expires Jan. 31, 1994

**CERTIFICATE**

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company, may be affixed to any such Power of Attorney or instrument relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures, or facsimile seal shall be valid and binding on the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification 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 Pittsburgh, Pa. do hereby certify that foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true, correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 22nd day of April, 1997

  
Elizabeth M. Tuck, Secretary

## PROPOSAL

TO

WILLIAMSON COUNTY, TEXAS

FOR

1997 PAVING & SIDEWALK IMPROVEMENTS  
PRECINCT TWODate: April 22, 1997Proposal of METRO PAVING COMPANY, INC.

(hereinafter called "Bidder") a proprietorship/corporation organized and doing business under the laws of the state of TEXAS, to the Commissioners Court of Williamson County, Texas (hereinafter called "Owner"):

## GENTLEMEN:

The bidder, in compliance with your advertisement and instructions to bidders for construction of the 1997 Paving & Sidewalk Improvements ("Project"); Having examined the drawings and specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. <u>1</u>	BY: <u>[Signature]</u>
ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____

BID SCHEDULEBASE BID ITEMS

Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1	25,624	S.Y.	1 1/2" HMAC Overlay (levelup is incidental), As Shown on Drawing Sheets 2-5, Complete in Place, per Square Yard		
			<u>Two</u> Dollars	(\$ 2.75)	(\$ 70,466 <sup>00</sup> )
			and <u>Seventy-five</u> Cents		
2	2,700	S.F.	Concrete Sidewalk As Shown on Sheet 6, Complete in Place, per Square Foot		
			<u>Six</u> Dollars	(\$ 6.25)	(\$ 16,875 <sup>00</sup> )
			and <u>Twenty-five</u> Cents		
3	13	Each	Type 1 Concrete Curb Ramps, Complete in Place, per Each		
			<u>Eleven hundred</u> Dollars	(\$ 1100 <sup>00</sup> )	(\$ 14,300 <sup>00</sup> )
			and <u>no</u> Cents		
4	12	Each	Type 2 Concrete Curb Ramps, Complete in Place, per Each		
			<u>Twelve hundred</u> Dollars	(\$ 1200 <sup>00</sup> )	(\$ 15,000 <sup>00</sup> )
			and <u>no</u> Cents		
TOTAL BASE BID AMOUNT				\$	<u>116,641 <sup>00</sup></u>

**AFFIRMATION OF**  
**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The undersigned hereby affirms that the Disadvantaged Business Enterprise (DBE) requirements of the proposed contract will be met and that 27% participation by DBEs will be achieved or that good faith efforts as described in the DBE program will be demonstrated in pursuit of the goal.

*Metrolink Transportation*  
COMPANY

*4/22/92*  
DATE

*[Signature]*  
SIGNATURE

*[Signature]*  
TITLE

This form must be completed and submitted with the contractor's proposal for the project. For DBE program requirements, call Capital Metro at (512) 389-7525.

ADDITIVE ALTERNATE BID ITEMS

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Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1A	5,000	S.Y.	Additional 1 1/2" HMAC Overlay (Levelup Incidental), As Field Directed, Complete in Place, per Square Yard		
			<u>Two</u> Dollars	(\$ 2.25)	(\$ 13,750 <sup>00</sup> )
			and <u>Seventy-five</u> Cents		

2A	500	S.F.	Additional Concrete Sidewalk, As Directed, Complete in Place, per Square Foot		
			<u>SIX</u> Dollars	(\$ 6.25)	(\$ 3,125 <sup>00</sup> )
			and <u>Twenty-five</u> Cents		

3A	5	Each	Additional Type 1 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each		
			<u>Eleven Hundred</u> Dollars	(\$ 1100 <sup>00</sup> )	(\$ 5500 <sup>00</sup> )
			and <u>00</u> Cents		

4A	11	Each	Type 2 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each		
			<u>Twelve Hundred Fifty</u> Dollars	(\$ 1250 <sup>00</sup> )	(\$ 13,750 <sup>00</sup> )
			and <u>00</u> Cents		

TOTAL ALTERNATE BID AMOUNT \$ 36,125<sup>00</sup>

TOTAL BASE & ALTERNATE BID AMOUNTS \$ 152,766<sup>00</sup>



Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within 75 calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of \_\_\_\_\_

(\$ \_\_\_\_\_ ) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By \_\_\_\_\_

Title \_\_\_\_\_

Business Name

Address

Telephone

(Corporate Seal,  
if applicable)

# COMMERCIAL INDEMNITY

## Insurance Company

BID BOND

BOND NUMBER BD32465

**KNOW ALL MEN BY THESE PRESENTS:**

THAT METRO PAVING CO., INC., P.O. BOX 1057, DEL VALLE, TEXAS 78617 as Principal, and COMMERCIAL INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto WILLIAMSON COUNTY COMMISSIONERS COURT, 7TH & MAIN STREET, GEORGETOWN, TEXAS 78627 as Oblige, in the full and just sum of FIVE (5%) PERCENT OF THE 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 1997 PAVING & SIDEWALK IMPROVEMENTS, PCT. #2.

**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 22ND day of APRIL, 1997.

**METRO PAVING CO., INC.**

PRINCIPAL

By

(SEAL)

**COMMERCIAL INDEMNITY INSURANCE COMPANY**

By

(SEAL)

JOHN W. SCHULER,

ATTORNEY-IN-FACT

**COMMERCIAL**  
**INDEMNITY INSURANCE CO.**

BD32465  
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 12<sup>th</sup> 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

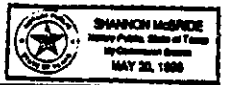


*Rudy Herzog*  
Rudy Herzog, President

On this 12<sup>th</sup> 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 22ND day of APRIL, 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.

PROPOSAL  
TO  
WILLIAMSON COUNTY, TEXAS  
FOR  
1997 PAVING & SIDEWALK IMPROVEMENTS  
PRECINCT TWO

/ Date: April 22, 1997

Proposal of       N-Ovative Construction      

(hereinafter called "Bidder") a proprietorship/corporation organized and doing business under the laws of the state of Texas, to the Commissioners Court of Williamson County, Texas (hereinafter called "Owner"):

GENTLEMEN:

The bidder, in compliance with your advertisement and instructions to bidders for construction of the 1997 Paving & Sidewalk Improvements ("Project"); Having examined the drawings and specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____
ADDENDUM NO. _____	BY: _____

BID SCHEDULEBASE BID ITEMS

<u>Item No.</u>	<u>Est. Quan</u>	<u>Unit</u>	<u>Description of Item and Price of Item in Words</u>	<u>Unit Price</u>	<u>Extension</u>
1	25,624	S.Y.	1 1/2" HMAC Overlay (levelup is incidental), As Shown on Drawing Sheets 2-5, Complete in Place, per Square Yard		
			Sixty eight thousand four _____ Dollars hundred sixteen and _____ no _____ Cents	(\$ 2.67 )	(\$ 68,416.00 )
2	2,700	S.F.	Concrete Sidewalk As Shown on Sheet 6, Complete in Place, per Square Foot		
			Nine thousand seven hundred _____ Dollars twenty and _____ no _____ Cents	(\$ 3.60 )	(\$ 9,720.00 )
3	13	Each	Type 1 Concrete Curb Ramps, Complete in Place, per Each		
			Ten thousand thirty six _____ Dollars and _____ no _____ Cents	(\$ 772 )	(\$ 10,036.00 )
4	12	Each	Type 2 Concrete Curb Ramps, Complete in Place, per Each		
			Eight thousand five hundred _____ Dollars niety two and _____ no _____ Cents	(\$ 716 )	(\$ 8,592.00 )
TOTAL BASE BID AMOUNT				\$	96,764.00

ADDITIVE ALTERNATE BID ITEMS

Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1A	5,000	S.Y.	Additional 1 1/2" HMAC Overlay (Levelup Incidental), As Field Directed, Complete in Place, per Square Yard		
				(\$2.67)	(\$ 13,350.00)
			Thirteen thousand three hundred fifty and no Cents		
2A	500	S.F.	Additional Concrete Sidewalk, As Directed, Complete in Place, per Square Foot		
				(\$3.60)	(\$ 1,800.00)
			Eighteen hundred and no Cents		
3A	5	Each	Additional Type 1 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each		
				(\$ 772)	(\$3,860.00)
			Three thousand eight hundred and seventy six and no Cents		
4A	11	Each	Type 2 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each		
				(\$ 716)	(\$ 7,876.0)
			Seven thousand eight hundred seventy six and no Cents		

TOTAL ALTERNATE BID AMOUNT \$ 26,886.00

TOTAL BASE &amp; ALTERNATE BID AMOUNTS \$ 123,650.00

Note: Bid prices are based upon considering sale tax exempted project.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within 75 calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of Seven Thousand five hundred and 00/100  
 (\$ 7,500<sup>00</sup> ) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By Mahesh M. Nair

Title President

N-Ovative Construction  
 Business Name

1009 E. 11th Street, Suite 100

Austin, Texas 78702  
 Address

(512) 476-7890  
 Telephone

(Corporate Seal,  
 if applicable)

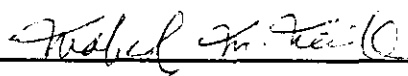


**AFFIRMATION OF**  
**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The undersigned hereby affirms that the Disadvantaged Business Enterprise (DBE) requirements of the proposed contract will be met and that 27% participation by DBEs will be achieved or that good faith efforts as described in the DBE program will be demonstrated in pursuit of the goal.

N-Ovative Construction  
COMPANY

April 22, 1997  
DATE

  
SIGNATURE

President  
TITLE

This form must be completed and submitted with the contractor's proposal for the project. For DBE program requirements, call Capital Metro at (512) 389-7525.

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**INTERNATIONAL SURETY & CASUALTY COMPANY**

5050 Quorum Drive, Suite 625  
Dallas, Texas 75240

**Bid Bond**

BOND NO. ISC60086

BID DATE: 04/22/97

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 - PRECINCT TWO (hereinafter called Obligee) as Obligee, in the penal sum of FIVE percent (5 %) not to exceed SEVEN THOUSAND FIVE HUNDRED AND 00/100 -- Dollars (\$ 7,500.00 ), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, whereas the Principal has submitted or is about to submit a proposal to the Obligee on a contract for 1997 PAVING AND SIDEWALK IMPROVEMENTS - PRECINCT 2

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

The furnishing by the Obligee 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.

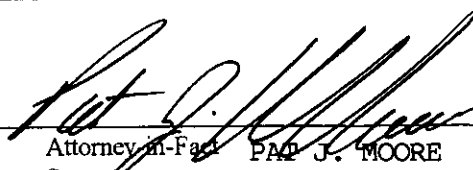
Signed and Sealed this 22ND day of APRIL, 19 97 in the presence of:

N-OVATIVE CONSTRUCTION

Principal

By: \_\_\_\_\_ (Seal)  
Title

**INTERNATIONAL SURETY & CASUALTY COMPANY**

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

# INTERNATIONAL SURETY & CASUALTY COMPANY DALLAS, TEXAS

## 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:

BOND  
NUMBER ISC 60086

PRINCIPAL: NAME, ADDRESS  
CITY, STATE, ZIP

N-OVATIVE CONSTRUCTION  
1009 E. 11TH STREET, SUITE 100  
AUSTIN, TX 78727

EFFECTIVE DATE: APRIL 22, 1997

CONTRACT AMOUNT: \$ 150,000.00 (ESTIMATE)

BOND AMOUNT: \$ 7,500.00

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



*F. Jeffrey Nelson*  
F. Jeffrey Nelson  
President

On this 19th day of October, 1995 A.D. before me came F. 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. Remon*  
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 22ND day of APRIL, 19 97

*Marc A. Sparks*  
Marc A. Sparks  
Secretary

**PROPOSAL**  
**TO**  
**WILLIAMSON COUNTY, TEXAS**  
**FOR**  
**1997 PAVING & SIDEWALK IMPROVEMENTS**  
**PRECINCT TWO**

Date: APRIL 22, 1997

Proposal of RGM CONSTRUCTORS, L.P.

(hereinafter called "Bidder") a proprietorship/corporation organized and doing business under the laws of the state of TEXAS, to the Commissioners Court of Williamson County, Texas (hereinafter called "Owner"):

**GENTLEMEN:**

The bidder, in compliance with your advertisement and instructions to bidders for construction of the 1997 Paving & Sidewalk Improvements ("Project"); Having examined the drawings and specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. \_\_\_\_\_ BY: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ BY: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ BY: \_\_\_\_\_

ADDENDUM NO. \_\_\_\_\_ BY: \_\_\_\_\_

BID SCHEDULEBASE BID ITEMS

Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1	25,624	S.Y.	1 1/2" HMAC Overlay (levelup is incidental), As Shown on Drawing Sheets 2-5, Complete in Place, per Square Yard		
			<u>Two</u> Dollars	(\$ 2.65)	(\$ 67,003. <del>60</del> )
			and <u>SIXTY-FIVE</u> Cents		
2	2,700	S.F.	Concrete Sidewalk As Shown on Sheet 6, Complete in Place, per Square Foot		
			<u>THREE</u> Dollars	(\$ 3.70)	(\$ 9,990. <del>00</del> )
			and <u>SEVENTY</u> Cents		
3	13	Each	Type 1 Concrete Curb Ramps, Complete in Place, per Each		
			<u>FOURTEEN HUNDRED</u> Dollars	(\$ 1,400 <sup>-</sup> )	(\$ 18,200. <del>00</del> )
			and <u>NO</u> Cents		
4	12	Each	Type 2 Concrete Curb Ramps, Complete in Place, per Each		
			<u>FOURTEEN HUNDRED</u> Dollars	(\$ 1,400 <sup>-</sup> )	(\$ 16,800. <del>00</del> )
			and <u>NO</u> Cents		
TOTAL BASE BID AMOUNT				\$	<u>112,893.60<sup>-</sup></u>

ADDITIVE ALTERNATE BID ITEMS

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Item No.	Est. Quan	Unit	Description of Item and Price of Item in Words	Unit Price	Extension
1A	5,000	S.Y.	Additional 1 1/2" HMAC Overlay (Levelup Incidental), As Field Directed, Complete in Place, per Square Yard		
			<u>TWO</u> Dollars	(\$ 2.65 )	(\$ 13,250.00)
			and <u>SIXTY-FIVE</u> Cents		
2A	500	S.F.	Additional Concrete Sidewalk, As Directed, Complete in Place, per Square Foot		
			<u>FIVE</u> Dollars	(\$ 5.00 )	(\$ 2,500.00)
			and <u>NO</u> Cents		
3A	5	Each	Additional Type 1 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each		
			<u>FOURTEEN HUNDRED</u> Dollars	(\$1,400-)	(\$ 7,000.00)
			and <u>NO</u> Cents		
4A	11	Each	Type 2 Concrete Curb Ramps, As Per Plans And As Field Directed, Complete in Place, per Each		
			<u>FOURTEEN HUNDRED</u> Dollars	(\$1,400-)	(\$ 15,400.00)
			and <u>NO</u> Cents		
TOTAL ALTERNATE BID AMOUNT				\$	<u>38,150-</u>
TOTAL BASE & ALTERNATE BID AMOUNTS				\$	<u>151,043.60-</u>

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Owner and to fully complete the project within 75 calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of 5% BID BOND

(\$ \_\_\_\_\_) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the Owner and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By Steve M. Mueleny

Title President

R.G.M. CONSTRUCTORS, L.P.  
Business Name

15603 NORTH 17<sup>TH</sup> ST

PFLUGERVILLE, TX 78660  
Address

(512) 990-8313  
Telephone

(Corporate Seal,  
if applicable)

**AFFIRMATION OF**  
**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

The undersigned hereby affirms that the Disadvantaged Business Enterprise (DBE) requirements of the proposed contract will be met and that 27% participation by DBEs will be achieved or that good faith efforts as described in the DBE program will be demonstrated in pursuit of the goal.

R.G.M. CONSTRUCTORS, L.P.  
COMPANY

APRIL 22, 1997  
DATE

Steve Muller  
SIGNATURE

President  
TITLE

This form must be completed and submitted with the contractor's proposal for the project. For DBE program requirements, call Capital Metro at (512) 389-7525.



**Bid Bond  
Surety Department**

**KNOW ALL MEN BY THESE PRESENTS,**

That we, **RGM Constructors, L. P.**, as Principal, hereinafter called the Principal, and the **United States Fidelity and Guaranty Company**, a corporation created and existing under the laws of the State of **Maryland**, whose principal office is in Baltimore, MD, as Surety, hereinafter called the Surety, are held and firmly bound unto **County of Williamson, TX**, as Obligee, hereinafter called the Obligee, in the sum of **Five percent (5%) of the amount bid** Dollars ( \$----- ), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

**1997 Paving & Sidewalk Improvements**

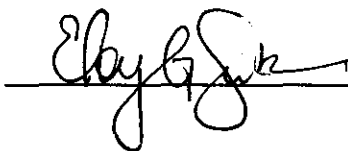
NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful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

Signed and sealed this **22nd** day of **April**, A.D. 19**97**.


Witness:

**RGM Constructors, L. P.**

(Principal)



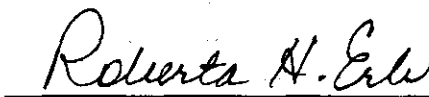
By

  
(Title) **President**

(SEAL)

Witness:

**United States Fidelity & Guaranty  
Company**



By

  
Tracy Fueker, Attorney-in-Fact

(SEAL)

1461900

**United States Fidelity and Guaranty Company****Power of Attorney****No. 109143**

Know all men by these presents: That **United States Fidelity and Guaranty Company**, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **W. Lawrence Brown, Tracy Tucker, Tobin Tucker and Delbert Tucker**

of the City of **Fort Worth** , 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 undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said **United States Fidelity and Guaranty Company**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this **14th** day of **March** , A.D. 1997.

**United States Fidelity and Guaranty Company,**

(Signed) By *Wm L. Brown* Vice President

(Signed) By *Thomas E. Huijbregtse* Assistant Secretary

**State of Maryland )**

SS:

**Baltimore City )**

On this **14th** day of **March** , A.D. 19 **97**, before me personally came **Gary A. Wilson**, Vice President of **United States Fidelity and Guaranty Company**, and **Thomas E. Huijbregtse**, 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 E. Huijbregtse** were respectively the Vice President and the Assistant Secretary of the said **United States Fidelity and Guaranty Company**, 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 such corporate seal, and 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. 19 **98**



(Signed) By *Thomas E. Huijbregtse* Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the **United States Fidelity and Guaranty Company** on 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 and attesting bonds and undertakings and other writings obligatory in the nature thereof, 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, 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 E. Huijbregtse**, an Assistant Secretary of the **United States Fidelity and Guaranty Company**, 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 **United States Fidelity and Guaranty Company**, 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 **United States Fidelity and Guaranty Company**, on this **22nd** day of **April** , 19 **97**



*Thomas E. Huijbregtse*  
Assistant Secretary

AGENDA ITEM # 15April 22, 1997\*

Discuss and take appropriate action on clarifying budget order pertaining to overtime.

No action taken on this agenda item.

AGENDA ITEM # 16April 22, 1997Vol. 88 Pg. 242

Discuss and take appropriate action regarding retaining real estate agent with purpose of marketing Sutton County School lands.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To enter into agreement with Childers Ranch Sales with purpose of marketing various Sutton County School lands.

Vote: Motion carried 3 - 2 With Commissioners Heiligenstein and Mehevec opposing the motion.

AGENDA ITEM # 17April 22, 1997Vol. 88 Pg. 242

Hold public hearing on street name change in Durham Park from Double File Trace to Ozzie Klein Blvd.

At 10:34 a.m. Judge Doerfler announced public hearing open for street name change in Durham Park from Double File Trace to Ozzie Klein Blvd.

Several residents of Durham Park addressed the court concerning the street name change from Double File Trace to Ozzie Klein Blvd. Several alternatives were suggested including naming the park or clubhouse after Mr. Klein or renaming the street he lived on.

Other residents approved the street name change in honor of Ozzie Klein and his dedication to Durham Park.

At 10:55 a.m. Judge Doerfler announced public hearing closed for street name change in Durham Park from Double File Trace to Ozzie Klein Blvd.

AGENDA ITEM # 18April 22, 1997Vol. 88 Pg. 242

Consider approving street name change in Durham Park from Double File Trace to Ozzie Klein Blvd.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve street name change in Durham Park from Double File Trace to Ozzie Klein Blvd.

Vote: Motion carried 3 - 2 With Judge Doerfler and Commissioner Heiligenstein opposing the motion

AGENDA ITEM # 19April 22, 1997Vol. 88 Pg. 242

Consider awarding bid for Cedar Park Annex.

Moved: Commissioner Hays

Seconded: Judge Doerfler

Motion: To award bid for Cedar Park Annex to John King, Incorporated in the amount of \$2,593,000.00.

Vote: Motion carried 5 - 0