

AGENDA ITEM # 21

June 23, 1998

Consider awarding, rejecting or extending bids for Coupland sewer lagoons.

Doug Hearn stated four bids were received and opened on June 2, 1998 and the low bid was submitted by Cunningham Construction of Georgetown for \$104,800.00, and he recommended them.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To award bid for Coupland sewer lagoons to Cunningham Construction.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais

AGENDA ITEM # 22

June 23, 1998

Open and consider awarding, rejecting or extending bids for Taylor Annex.

Judge Doerfler announced time to receive bids for Taylor Annex at 10:20 a.m. on Tuesday, June 23, 1998.

Judge Doerfler announced time closed to receive bids for Taylor Annex at 10:21 a.m. on Tuesday, June 23, 1998.

Bids were opened and read aloud from:

Bailey Elliott Construction, Inc.

Gene Doss Construction, Inc.

John King, Inc.

Moved: Judge Doerfler

Seconded: Commissioner Mehevec

Motion: To note opening bids for Taylor Annex with award or rejection to be made on June 30, 1998.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais  
< Clerk copy here >

## SECTION 00410 - BID FORM

## THE PROJECT AND THE PARTIES

## 1.01 TO:

- A. Williamson County (the Owner )
1. 710 Main Street Courthouse
  2. Georgetown, Texas 78626

## 1.02 FOR:

- A. Taylor Annex Office Building

1.03 DATE: June 23, 1998 (BIDDER TO ENTER DATE)

## 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Bailey Elliott Construction, Inc.
1. Address 8320 Bee Caves Road, Suite 200
  2. City, State, Zip Austin, Texas 78746

## 1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form of:
- B. Two Million ONE Hundred Fifty thousand Dollars dollars (\$ 2,150,000.00),  
in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.
- E. All Cash and Contingency Allowances described in Section 01210 are included in the Bid Sum.

## 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within 60 days of receipt of Notice of Award.
  2. Furnish the required bonds within seven days of receipt of contract for construction.
  3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## 1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 240 calendar days from Notice to Proceed. (Bidder to enter number of calendar days.)

## 1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:

1. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
  - a. 02468 - Drilled Concrete Piers (Caissons) - ADD per linear foot - \$ 55.00

195

b. 02468 - Drilled Concrete Piers (Caissons - DEDUCT per linear foot - \$ 30.00

1.09 ALTERNATES

A. Alternate #1: Carpet Maintenance Program (DEDUCT) \$ 3,900.00

1.10 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum # 1. Dated 6-3-98.
2. Addendum # 2. Dated 6-11-98
3. Addendum # 3. Dated 6-18-98
4. Addendum # ..... Dated .....
5. Addendum # ..... Dated .....

1.11 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:

1. Document 00431 - Supplement A - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

1.12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. Bailey Elliott Construction, Inc.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. [Signature]
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. Keith D. Pool, Vice President
- I. (Authorized signing officer, Title)

END OF BID FORM

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310  
**Bid Bond** CBB11941

KNOW ALL MEN BY THESE PRESENTS, that we  
Bailey Elliott Construction, Inc. (Here insert full name and address or legal title of Contractor)  
8320 Bee Caves Road, Suite 200, Austin, Texas 78746  
as Principal, hereinafter called the Principal, and  
National American Insurance Company (Here insert full name and address or legal title of Surety)  
1008 Marvel Avenue, Chandler, Oklahoma 74834  
a corporation duly organized under the laws of the State of Nebraska  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
Williamson County (Here insert full name and address or legal title of Owner)  
710 Main Street, Georgetown, Texas 78626  
as Obligee, hereinafter called the Obligee, in the sum of Five (5%) percent of the amount bid

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  
Williamson County Annex - Taylor (Here insert full name, address and description of project)

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 19th day of June 1998  
Bailey Elliott Construction, Inc.  
(Principal) (Seal)  
Ben E. Vail (Witness)  
National American Insurance Company  
(Surety) (Seal)  
John W. Schuler (Title) Attorney-In-Fact  
Lisa L. Jones (Witness)

**NATIONAL AMERICAN INSURANCE COMPANY  
OMAHA, NEBRASKA**

**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.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Nebraska, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, 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.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

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 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 it is attached." National American Insurance Company does hereby make, constitute and appoint

**John W. Schuler or Paul Cameron**

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places 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 National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American 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 National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 8th day of July, A.D. 1987, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance 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 instrument 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.



*Glenda Miller*

Notary Public

My Commission Expires August 30, 1999

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, A Nebraska Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.



Dated the 19th day of June, 1998

*Winifred E. Mendenhall*

Winifred E. Mendenhall, Assistant Secretary

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## SECTION 00410 - BID FORM

## THE PROJECT AND THE PARTIES

## 1.01 TO:

- A. Williamson County (the Owner )
1. 710 Main Street Courthouse
  2. Georgetown, Texas 78626

## 1.02 FOR:

- A. Taylor Annex Office Building

1.03 DATE: 6-23-98 (BIDDER TO ENTER DATE)

## 1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name GENE DOSS CONSTRUCTION, INC.
1. Address 400 COTTINGHAM
  2. City, State, Zip TEMPLE, TX. 76503

## 1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form of:
- B. Two million, one hundred seven thousand dollars dollars (\$ 2,107,000 ),  
in lawful money of the United States of America.
- C. We have included the required security deposit as required by the Instruction to Bidders.
- D. All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.
- E. All Cash and Contingency Allowances described in Section 01210 are included in the Bid Sum.

## 1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.
- B. If this bid is accepted by the Owner within the time period stated above, we will:
1. Execute the Agreement within 60 days of receipt of Notice of Award.
  2. Furnish the required bonds within seven days of receipt of contract for construction.
  3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## 1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 365 calendar days from Notice to Proceed. (Bidder to enter number of calendar days.)

## 1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
1. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
    - a. 02468 - Drilled Concrete Piers (Caissons) - ADD per linear foot - \$ 2.3

5/1/98

R. Gill &amp; Associates

b. 02468 - Drilled Concrete Piers (Caissons - DEDUCT per linear foot - \$ 9....

## 1.09 ALTERNATES

A. Alternate #1: Carpet Maintenance Program (DEDUCT) \$ 2,000

## 1.10 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

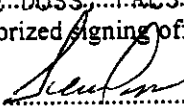
1. Addendum # ..... Dated 6-3-98
2. Addendum # ..... Dated 6-11-98
3. Addendum # ..... Dated 6-18-98
4. Addendum # ..... Dated .....
5. Addendum # ..... Dated .....

## 1.11 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:

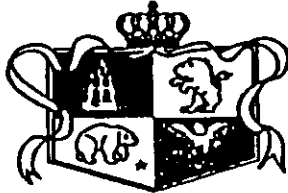
1. Document 00431 - Supplement A - Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

## 1.12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
- B. GENE DOSS CONSTRUCTION, INC.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. GENE DOSS, PRESIDENT
- F. (Authorized signing officer, Title)
- G. (Seal) 
- H. ....
- I. (Authorized signing officer, Title)

END OF BID FORM

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# INSURANCE COMPANY OF THE WEST

P.O. Box 85563, San Diego, CA 92186-5563

## BID OR PROPOSAL BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, Gene Doss Construction, Inc. (hereinafter called the Principal), and INSURANCE COMPANY OF THE WEST, a corporation organized and doing business under and by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Texas, as Surety, are held and firmly bound unto Williamson County (hereinafter called the obligee) in the just and full sum of five percent (5%) of the greatest amount bid Dollars (\$ 5% GAB ) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS, the above bounden Principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal dated June 23, 1998 for New annex facility in Taylor, Texas

In accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said principal and said Surety have caused these presents to be duly signed and sealed this 23rd day of June, 1998

Gene Doss Construction, Inc.

Gene Doss, President

INSURANCE COMPANY OF THE WEST

By

John R. Ward,

Attorney-In-Fact



**Insurance Company of the West**  
HOME OFFICE: SAN DIEGO, CALIFORNIA

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That INSURANCE COMPANY OF THE WEST, a California Corporation, does hereby appoint:

**JOHN R. WARD**

its true and lawful Attorney(s)-in-Fact, with full power and authority, to execute, on behalf of the Company, fidelity and surety bonds, undertakings, and other contracts of suretyship of a similar nature.

This Power of Attorney is granted and is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors on the 22nd day of November, 1994, which said Resolution has not been amended or rescinded and of which the following is a true copy:

"RESOLVED, that the Chairman of the Board, the President, an Executive Vice President or a Senior Vice President of the Company, and each of them, is hereby authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company, fidelity and surety bonds, undertakings, or other contracts of suretyship of a similar nature; and to attach thereto the seal of the Company; provided however, that the absence of the seal shall not affect the validity of the instrument.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company, and the signatures of any witnesses, the signatures and seal of any notary, and the signatures of any officers certifying the validity of the Power of Attorney, may be affixed by facsimile."

IN WITNESS WHEREOF, INSURANCE COMPANY OF THE WEST has caused these presents to be signed by its duly authorized officers this  
19th day of June 1995



INSURANCE COMPANY OF THE WEST

*John L. Hannum*  
John L. Hannum, Senior Vice President

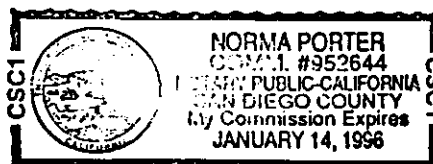
STATE OF CALIFORNIA

SS.

COUNTY OF SAN DIEGO

On June 19th, 1995 before me, personally appeared John L. Hannum, Senior Vice President of INSURANCE COMPANY OF THE WEST, personally known to me to be the individual and officer who executed the within instrument, and acknowledged to me that he executed the same in his official capacity and that by his signature on the instrument, the corporation, on behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.



*Norma Porter*  
Notary Public

**CERTIFICATE:**

I, E. Harned Davis, Vice President of INSURANCE COMPANY OF THE WEST, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a true copy, is still in full force and effect, and that this certificate may be signed by facsimile under the authority of the above quoted resolution.

IN WITNESS WHEREOF, I have subscribed my name as Vice President, on this 23rd day of June 1998



INSURANCE COMPANY OF THE WEST

*E. Harned Davis*  
E. Harned Davis, Vice President

COMPLAINT NOTICE

SHOULD ANY DISPUTE ARISE ABOUT YOUR PREMIUM OR ABOUT A CLAIM THAT YOU HAVE FILED, WRITE TO THE COMPANY THAT ISSUED THE BOND. IF THE PROBLEM IS NOT RESOLVED, YOU MAY ALSO WRITE TO:

THE STATE BOARD OF INSURANCE  
P.O. BOX 149091  
AUSTIN, TX 78714-9091  
FAX NO. (512) 475-1771

THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS BOND.

DISCLOSURE OF GUARANTY FUND NON PARTICIPATION

In the event the insurer is unable to fulfill its contractual obligation under this policy or contract or application or certificate or evidence of coverage, the policyholder or certificateholder is not protected by the insurance guaranty fund or other solvency protection arrangement.

This notice is provided to you in compliance with the requirements of Article 21.28E Chapter 21 of the Insurance Code as enacted in the 71<sup>st</sup> Legislature.

Fidelity and Surety Bonds have never been included under the Texas Guaranty Fund. Therefore, the preceding notice does not reflect any change in participation.

## THE PROJECT AND THE PARTIES

- 1.01 TO:  
A. Williamson County (the Owner)  
710 Main Street Courthouse  
Georgetown, Texas 78626
- 1.02 FOR:  
A. Taylor Annex Office Building
- 1.03 DATE: June 23, 1998
- 1.04 SUBMITTED BY:  
A. John King, Inc.  
P.O. Box 9677  
Austin, Texas 78766
- 1.05 OFFER  
A. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Unit Prices listed in this bid form of:  
B. one million nine hundred seventy three thousand three hundred thirty three dollars (\$ 1,973,333.00),  
in lawful money of the United States of America.  
C. We have included the required security deposit as required by the Instruction to the Bidders.  
D. All applicable federal taxes are included and State of Texas taxes are included in the Bid Sum.  
E. All Cash and Contingency Allowances described in Section 01210 are included in the Bid Sum.
- 1.06 ACCEPTANCE  
A. This offer shall be open to acceptance and is irrevocable for 60 days from the bid closing date.  
B. If this bid is accepted by the Owner within the time period stated above, we will:  
1. Execute the Agreement within 60 days of receipt of Notice of Award.  
2. Furnish the required bonds within seven days of receipt of contract for construction.  
3. Commence work within seven days after Notice to Proceed of this bid.  
C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.  
D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
- 1.07 CONTRACT TIME  
A. If this bid is accepted, we will:  
B. Complete the Work in 240 calendar days from Notice To Proceed.

## 1.08 UNIT PRICES

A. The following are Unit Prices for specific portions of the Work as Listed. The following is the list of Unit Prices:

1. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
  - a. 02468 - Drilled Concrete Piers (Caissons) - ADD per linear foot - \$ .... 37.00
  - b. 02468 - Drilled Concrete Piers (Caissons) - Deduct per linear foot - \$ .... 9.00

## 1.09 ALTERNATES

A. Alternate # 1: Carpet Maintenance Program (DEDUCT) \$670.00

## 1.10 ADDENDA

A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

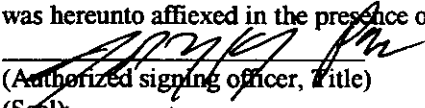
1. Addendum # 1 Dated June 3, 1998
2. Addendum # 2 Dated June 11, 1998
3. Addendum # 3 Dated June 18, 1998

## 1.11 BID FORM SUPPLEMENTS

A. We agree to submit the following Supplement to Bid Forms within 24 hours after submission of this bid for additional bid information.

1. Document 00431 - Supplement A - Subcontractors: Include the names of all Subcontractors and the portions of Work they will perform.

## 1.12 BID FORM SIGNATURES

- A. The Corporate Seal of
- B. John King, Inc.
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. 
- F. (Authorized signing officer, Title)
- G. (Seal)
- H. Kelli King, Vice Pres.
- I. (Authorized signing officer, Title)

END OF BID FORM

**Bid Bond  
(Percentage)**

KNOW ALL PERSONS BY THESE PRESENTS, That we John King, Inc.

of Austin, TX

Continental Casualty Company

, hereinafter referred to as the Principal, and

as Surety, are held and firmly bound unto Williamson County

of Taylor, TX

, hereinafter referred to as the Obligee, in the sum of

5% of bid by Principal

Dollars ( \_\_\_\_\_ ), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for the construction of the new Williamson County Annex, in Taylor, TX.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 9th day of June , 1998 .

\_\_\_\_\_  
John King, Inc.

(Principal)

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

(Seal)

\_\_\_\_\_  
Continental Casualty Company

(Surety)

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

(Seal)

John W. Wagner

Attorney-in-fact

G-23054-D2

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CCC Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint William H. Pitts, Jr., John W. Wagner, Norman P. Rolling, James O. Schnell, Rose Marie Boriskie, Individually, of Austin, Texas Roberta Jones, Emily Mikeska, Glenn Richards, Individually, of Temple, Texas

their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CCC Surety Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 11th day of March, 1998



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Marvin J. Cashion*

Marvin J. Cashion

Group Vice President

State of Illinois, County of Will, ss:

On this 11th day of March, 1998

, before me personally came Marvin J. Cashion, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Eileen T. Pachuta*

My Commission Expires June 5, 2000

Eileen T. Pachuta

Notary Public

## CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 9th day of June, 1998.



CONTINENTAL CASUALTY COMPANY  
NATIONAL FIRE INSURANCE COMPANY OF HARTFORD  
AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

*Mary A. Ribikawskis*

Mary A. Ribikawskis

Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

### "Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

AGENDA ITEM # 23June 23, 1998Consider writing request to Comptroller of Public Accounts for portion of unclaimed money received from electric cooperatives.

Moved: Commissioner Mehevec

Seconded: Commissioner Boatright

Motion: To authorize the County Judge to send written request to Comptroller of Public Accounts for portion of unclaimed money received from electric cooperatives.

Vote: Motion carried 4 - 0 with Commissioner Hays absent from the dais  
< Clerk copy here >

**COMPTROLLER OF PUBLIC ACCOUNTS**  
**STATE OF TEXAS**  
**AUSTIN, TEXAS 78774-0100**

June 1, 1998

The Honorable John Doerfler  
 Williamson County Judge  
 Post Office Box 943  
 Georgetown, Texas 78627-0943

Dear Judge Doerfler:

Effective September 1, 1995, Section 74.602(b)(3) of the Texas Property Code allocates a portion of the unclaimed money received by the Comptroller from an electric cooperative back to each county. The code further states that the money is to be used only to carry out a program under Section 381.004.

The amount available to each county will be based on capital credits remitted this reporting year, less anticipated claims which will be determined by the Comptroller. The Commissioners' Court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. Funds will be paid directly to the Commissioners' Court.

The following information is required when requesting these funds. Please include all of the information with your request.

1. Requests are to be submitted by the Commissioners' Court, in writing, to the Comptroller of Public Accounts **only** during June and July of each year.
2. The requests **must** include the complete name, address, and federal tax identification number or social security number of the party to which the funds are to be paid.
3. All requests **must** include certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

You may direct your requests, and any questions concerning these procedures, to Kay Tuggle at 512/463-3880 or 1-800-531-5441, extension 3-3880. Please mail your requests to:

Unclaimed Property Holder Reporting  
 Comptroller of Public Accounts  
 Post Office Box 12019  
 Austin, Texas 78711-2019

Sincerely,

Carolyn Ferris, Supervisor  
 Unclaimed Property Holder Reporting  
 Account Maintenance Division

*approved 6-23-98*

cc: Kay Tuggle

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