

AGENDA ITEM # 15OCTOBER 5, 1999Open and consider awarding, rejecting or extending bids for Jarrell Park project.

At 10 o'clock a.m. Judge Doerfler announced time to receive bids for Jarrell Park project.

At 10:03 o'clock a.m. Judge Doerfler announced time closed to receive bids for Jarrell Park project.

Bids were opened and read aloud from:

C.C. Carlton Industries, Ltd.	\$2,798,749.00
Cunningham Constructors & Associates, Inc.	\$2,693,800.00
FTWoods Construction	\$3,100,000.00
Jay-Reese Contractors, Inc.	\$2,983,259.10

No action was taken on this item which will be added to the agenda of October 12, 1999.

< Clerk copy here >

**WILLIAMSON COUNTY BID FORM****JARRELL MEMORIAL PARK**

BID NUMBER: 99WC126

BID OPENING DATE &amp; TIME: October 5, 1999 - 10:00 AM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: C.C. Carlton Industries, Ltd.  
Carlton G.P., L.L.C.

Mailing Address: 612 Brazos, Ste. 210  
 City: Austin State: TX Zip: 78701

Telephone: (512) 476-4282 Fax: (512) 476-4286

C.C. Carlton Manager Date of BID: 10/5/99  
 Signature of Person Authorized to Sign BID

Name and Title of Signer: C.C. Carlton - Manager  
 (Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

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**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

## PROPOSAL &amp; BID SCHEDULE

**COPY**

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
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- |    |        |  |  |  |  |
|----|--------|--|--|--|--|
| 1. | 1 l.s. | Remove and dispose of all existing buildings, concrete slabs and septic system, complete in place, per lump sum: |  |  |  |
|----|--------|--|--|--|--|

*sixty thousand dollars & zero cents* \$ 60,000<sup>00</sup> \$ 60,000<sup>00</sup>

- |    |        |   |  |  |  |
|----|--------|---|--|--|--|
| 2. | 1 l.s. | Plug and abandon existing water well in accordance with TNRCC and Texas Health Department Rules and Regulations, complete in place, per lump sum: |  |  |  |
|----|--------|---|--|--|--|

*five thousand dollars & zero cents* \$ 5,000<sup>00</sup> \$ 5,000<sup>00</sup>

- |    |        |  |  |  |  |
|----|--------|--|--|--|--|
| 3. | 1 l.s. | Site grading entire site excluding grading required for other specific bid items, complete in place, per lump sum: |  |  |  |
|----|--------|--|--|--|--|

*one hundred sixty-eight thousand dollars & zero cents* \$ 168,000<sup>00</sup> \$ 168,000<sup>00</sup>

- |    |            |  |  |  |  |
|----|------------|--|--|--|--|
| 4. | 8,410 s.y. | Roadway excavation and subgrade preparation, complete in place, per square yard: |  |  |  |
|----|------------|--|--|--|--|

*three dollars & zero cents* \$ 3<sup>00</sup> \$ 25,230<sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	COST UNIT	TOTAL
5.	7,960 s.y.	10" compacted thickness base material, complete in place, per square yard:	<i>nine dollars &amp; zero cents</i> \$ 9 <sup>00</sup>	\$ 71,640 <sup>00</sup>
6.	7,197 s.y.	1-1/2" compacted thickness hot mix asphaltic concrete pavement, complete in place, per square yard:	<i>five dollars &amp; zero cents</i> \$ 5 <sup>00</sup>	\$ 35,985 <sup>00</sup>
7.	118 s.y.	Decorative concrete pavement, complete in place, per square yard:	<i>eighty dollars &amp; zero cents</i> \$ 80 <sup>00</sup>	\$ 9,440 <sup>00</sup>
8.	195 Lf.	Standard concrete curb and gutter, complete in place, per linear foot:	<i>twenty dollars &amp; zero cents</i> \$ 20 <sup>00</sup>	\$ 3,900 <sup>00</sup>
9.	3,631 Lf.	Concrete ribbon curb, complete in place, per linear foot:	<i>seven dollars &amp; zero cents</i> \$ 11 <sup>00</sup>	\$ 39,941 <sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
10.	10,641 s.f.	Concrete sidewalk, complete in place, per square foot:			
		<i>six dollars + zero cents</i>	\$ 5 <sup>00</sup>		\$ 53,205 <sup>00</sup>
11.	3 ea.	Concrete handicap ramp, complete in place, per each:			
		<i>one thousand dollars + zero cents</i>	1,000 <sup>00</sup>		\$ 3,000 <sup>00</sup>
12.	2 ea.	Driveway culvert with Des. 2 CMAP and SET Ty. II on each end, complete in place, per each:			
		<i>forty-five hundred dollars</i>	\$ 4,500 <sup>00</sup>		\$ 9,000 <sup>00</sup>
13.	116 ea.	Concrete wheel stops, complete in place, per each:			
		<i>one hundred dollars + zero cents</i>	100 <sup>00</sup>		\$ 11,600 <sup>00</sup>
14.	1 l.s.	Pavement striping, complete in place, per lump sum:			
		<i>seventy-five hundred dollars + zero cents</i>	\$ 7,500 <sup>00</sup>		\$ 7,500 <sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	COST UNIT	TOTAL
15.	1 Ls.	Parking/Roadway signage, complete in place, per lump sum:		
		<i>ninety-nine hundred dollars + zero cents</i>	<i>\$ 9,600<sup>00</sup></i>	<i>\$ 9,600<sup>00</sup></i>
16.	1,008 L.F.	24" PVC F-679 storm sewer pipe, complete in place, per linear foot:		
		<i>thirty-four thousand two hundred seventy-two dollars + zero cents</i>	<i>\$ 34<sup>00</sup></i>	<i>\$ 34,272<sup>00</sup></i>
17.	1,168 L.F.	18" PVC F-679 storm sewer pipe, complete in place, per linear foot:		
		<i>twenty-seven dollars + zero cents</i>	<i>27<sup>00</sup></i>	<i>\$ 31,536<sup>00</sup></i>
18.	464 L.F.	10" PVC SDR-35 storm sewer pipe, complete in place, per linear foot:		
		<i>twenty dollars + zero cents</i>	<i>\$ 20<sup>00</sup></i>	<i>\$ 9,280<sup>00</sup></i>
19.	1 ea.	Concrete area inlet, complete in place, per each:		
		<i>forty-seven hundred dollars + zero cents</i>	<i>\$ 4,700<sup>00</sup></i>	<i>\$ 4,700<sup>00</sup></i>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	COST UNIT	TOTAL
20.	1 ea.	Concrete splitter box, complete in place, per each:		
		<i>twenty-one thousand dollars + zero cents.</i>	<i>\$ 21,000<sup>00</sup></i>	<i>\$ 21,000<sup>00</sup></i>
21.	1 ea.	Concrete detention inlet, complete in place, per each:		
		<i>thirty-eight hundred dollars + zero cents.</i>	<i>\$ 3,800<sup>00</sup></i>	<i>\$ 3,800<sup>00</sup></i>
22.	1 ea.	Concrete filter basin, complete in place, per each:		
		<i>twenty-seven thousand one hundred dollars + zero cents.</i>	<i>\$ 27,100<sup>00</sup></i>	<i>\$ 27,100<sup>00</sup></i>
23.	1 ea.	Concrete detention outlet, complete in place, per each:		
		<i>twenty-five hundred dollars + zero cents.</i>	<i>\$ 2,500<sup>00</sup></i>	<i>\$ 2,500<sup>00</sup></i>
24.	1 ea.	Earthen sedimentation basin, complete in place, per each:		
		<i>two thousand dollars + zero cents.</i>	<i>\$ 2,000<sup>00</sup></i>	<i>\$ 2,000<sup>00</sup></i>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	COST UNIT	TOTAL
25.	1 ea.	Earthen detention basin, complete in place, per each:		
		<i>twenty-five hundred dollars + zero cents</i>	<i>\$ 2,500<sup>00</sup></i>	<i>\$ 2,500<sup>00</sup></i>
26.	1 l.s.	Retaining wall, complete in place, per lump sum:		
		<i>one hundred eighty-nine thousand dollars + zero cents</i>	<i>\$ 189,000<sup>00</sup></i>	<i>\$ 189,000<sup>00</sup></i>
27.	1 l.s.	Landscaping, complete in place, per lump sum:		
		<i>forty-nine thousand dollars + zero cents</i>	<i>\$ 49,000</i>	<i>\$ 49,000</i>
28.	1 ea.	Monument/Sign, complete in place, per each:		
		<i>six thousand dollars + zero cents</i>	<i>\$ 6,000<sup>00</sup></i>	<i>\$ 6,000<sup>00</sup></i>
29.	2 ea.	Flagpole, complete in place, per each:		
		<i>thirty-eight hundred dollars + zero cents</i>	<i>\$ 3,800<sup>00</sup></i>	<i>\$ 7,600<sup>00</sup></i>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
30.	15 ea.	Picnic table/shelter, complete in place, per each:			
		<i>twenty-five hundred dollars &amp; zero cents.</i>		<i>\$ 2,500<sup>00</sup></i>	<i>\$ 37,500<sup>00</sup></i>
31.	9 ea.	Park bench, complete in place, per each:			
		<i>Twelve hundred dollars &amp; zero cents</i>		<i>\$ 1,200<sup>00</sup></i>	<i>\$ 10,800<sup>00</sup></i>
32.	10 ea.	Waste receptacle, complete in place, per each:			
		<i>one thousand dollar &amp; zero cents</i>		<i>1,000<sup>00</sup></i>	<i>\$ 10,000<sup>00</sup></i>
33.	1 l.s.	Jogging/walking trail, complete in place, per lump sum:			
		<i>twenty-one thousand dollar &amp; zero cents.</i>		<i>\$ 21,000<sup>00</sup></i>	<i>\$ 21,000<sup>00</sup></i>
34.	1 l.s.	Playscape area, complete in place, per lump sum:			
		<i>twelve thousand dollar and zero cents</i>		<i>\$ 12,000<sup>00</sup></i>	<i>\$ 12,000<sup>00</sup></i>



## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
35.	1 l.s.	Playscape equipment (by GameTime) allowance, complete in place, per lump sum:			
		Thirty Thousand and no/100 Dollars	\$	30,000.00	\$ 30,000.00
36.	1 l.s.	Tennis court including concrete slab, slab striping, net, net standards, and perimeter fencing, complete in place, per lump sum:			
		<i>eighty one thousand dollars + zero cents</i>		<i>\$ 81,000<sup>00</sup></i>	<i>\$ 81,000<sup>00</sup></i>
37.	1 l.s.	Basketball court including concrete slab, slab striping, goal, goal standards, and perimeter fencing, complete in place, per lump sum:			
		<i>ninety nine thousand one hundred dollars + zero cents</i>		<i>\$ 99,100<sup>00</sup></i>	<i>\$ 99,100<sup>00</sup></i>
38.	1 l.s.	North baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, and bull pen, complete in place, per lump sum:			
		<i>eighty nine thousand dollars + zero cents</i>		<i>\$ 89,000<sup>00</sup></i>	<i>\$ 89,000<sup>00</sup></i>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
39.	1 Ls.	South baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, bull pen, and batting cage, complete in place, per lump sum:			
		<i>ninety eight thousand dollars and zero cents.</i>		<i>\$ 98,000<sup>00</sup></i>	<i>\$ 98,000<sup>00</sup></i>
40.	1 Ls.	Wastewater treatment system at the community center, complete in place, per lump sum:			
		<i>sixty five thousand dollars and zero cents</i>		<i>\$ 65,000<sup>00</sup></i>	<i>\$ 65,000.00</i>
41.	1 Ls.	Wastewater treatment system at the concession building, complete in place, per lump sum:			
		<i>Forty two thousand dollars and zero cents</i>		<i>\$ 42,000<sup>00</sup></i>	<i>\$ 42,000.00</i>
42.	1 Ls.	Wastewater irrigation system at the community center, complete in place, per lump sum:			
		<i>twenty nine thousand dollars and zero cents.</i>		<i>\$ 29,000<sup>00</sup></i>	<i>\$ 29,000<sup>00</sup></i>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
43.	1 l.s.	Wastewater irrigation system at the concession building, complete in place, per lump sum:			
		<i>Twenty one thousand dollars and zero cents.</i>	<i>\$21,000<sup>00</sup></i>	<i>\$21,000<sup>00</sup></i>	
44.	1 l.s.	Drill and develop new water well, complete in place, per lump sum:			
		<i>sixty thousand dollars and zero cents.</i>	<i>\$60,000<sup>00</sup></i>	<i>\$60,000<sup>00</sup></i>	
45.	1 l.s.	Water well irrigation system for the entire site, complete in place, per lump sum:			
		<i>thirty-eight thousand dollars and zero cents.</i>	<i>\$38,000<sup>00</sup></i>	<i>\$38,000<sup>00</sup></i>	
46.	1 l.s.	Potable water system for the entire site including site drinking fountains, complete in place, per lump sum:			
		<i>forty thousand dollars and zero cents.</i>	<i>\$40,000<sup>00</sup></i>	<i>\$40,000<sup>00</sup></i>	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
47.	1 Ls.	Remainder of site fencing not included in the above bid items but including the pipe road gate and the split rail fence, complete in place, per lump sum:			
		<i>twenty-one thousand dollars + zero cents.</i>		<i>\$ 21,000<sup>00</sup></i>	<i>\$ 21,000<sup>00</sup></i>
48.	1 Ls.	Site electrical improvements including, but not limited to, parking lighting, and field and court lighting, complete in place, per lump sum:			
		<i>One hundred sixty thousand dollars + zero cents.</i>		<i>\$ 160,000<sup>00</sup></i>	<i>\$ 160,000<sup>00</sup></i>
49.	<del>1,050 Lf.</del> 1626 LF C.C.C.	Silt fence, complete in place, per linear foot:			
		<i>five dollars + zero cents</i>		<i>\$ 5<sup>00</sup></i>	<i>\$ 8,130<sup>00</sup></i>
50.	65 Lf.	Rock berm, complete in place, per linear foot:			
		<i>forty dollars + zero cents</i>		<i>\$ 40<sup>00</sup></i>	<i>\$ 2,600<sup>00</sup></i>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	COST UNIT	TOTAL
50.	1 ea.	Stabilized construction entrance, complete in place, per linear foot:		
		<i>twenty-five hundred dollars and zero cents</i>	\$ 2,500 <sup>00</sup>	\$ 2,500 <sup>00</sup>
51.	1,195 l.f.	Trench shoring safety measures, complete in place, per linear foot:		
		<i>two dollars and zero cents</i>	\$ 2 <sup>00</sup>	\$ 2,390 <sup>00</sup>
52.	3,600 s.f.	Excavation shoring safety measures, complete in place, per square foot:		
		<i>four dollars and zero cents</i>	\$ 4 <sup>00</sup>	\$ 14,400 <sup>00</sup>
53.	1 l.s.	Community center building including HVAC system and all appliances, excluding fireplace/BBQ, complete in place, per lump sum:		
		<i>Six hundred forty thousand dollars and zero cents</i>	\$ 640,000 <sup>00</sup>	\$ 640,000 <sup>00</sup>
54.	1 l.s.	Concession building including all appliances, complete in place, per lump sum:		
		<i>two hundred eighty thousand dollars and zero cents</i>	\$ 280,000 <sup>00</sup>	\$ 280,000 <sup>00</sup>

ATTACHMENT 'G'

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
55.	1 l.s.	Fireplace/BBQ @ community center building, complete in place, per lump sum:			
		<i>Twenty thousand dollars and zero cents</i>		<i>\$20,000<sup>00</sup></i>	<i>\$20,000<sup>00</sup></i>
56.	1 l.s.	Memorial plaques, complete in place, per lump sum:			
		<i>three thousand dollars and zero cents</i>		<i>\$3,000<sup>00</sup></i>	<i>\$3,000<sup>00</sup></i>
<i>TOTAL BID two million seven hundred and eighty eight thousand seven hundred and forty nine dollars and zero cents</i>					
<i>\$2,798,749.00</i>					

The following Alternates will be considered during the analysis of the bids.

- Alternate No. 1 -

Add/Deduct (circle one) for propane gas heating system in lieu of electric heating system for Community Center including, but not limited to, gas furnaces, gas water heater, gas ranges, gas plumbing, 500 gallon underground storage tank, and anything else to make a complete system.

*\$ No bid*
- Alternate No. 2 -

Add/Deduct (circle one) for propane gas cooking system in lieu of electric cooking system for Concession Building including, but not limited to, gas water heater, gas ranges, gas plumbing, 250 gallon underground storage tank, and anything else to make a complete system.

*\$ No bid*
- Alternate No. 3 -

Add/Deduct (circle one) for wooden utility poles of equivalent length in lieu of steel light poles at the baseball fields, basket ball court and tennis court.

*\$ 8000.00*

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## ATTACHMENT 'G'

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

Alternate No. 4 -

Add/Deduct (circle one) for 5" concrete pavement reinforced with #3 Bars @ 18" O.C.E.W. in lieu of asphaltic concrete pavement.

\$ 21<sup>00</sup> 54

Alternate No. 5 -

Add/Deduct (circle one) for grass seed in lieu of grass seeding.

\$ 2<sup>00</sup> 54

The undersigned CONTRACTOR agrees and pledges to complete the work in full for the OWNER within 210 calendar days from the "Notice to Proceed". (The "Grand Opening Ceremony" will be held on May 27, 2000. All construction must be complete by this date.) The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for dollars (\$ 50,000.00), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed or delivered:

Bond No. \_\_\_\_\_

## BID BOND (5%)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
C. C. Carlton Industries, Ltd. as Principal, and Fidelity and Guaranty Insurance Underwriters, Inc.  
 as Surety, are hereby held and firmly bound unto Williamson County Commissioner's Court  
 as OWNER in the penal sum of 5% of bid by the Principal  
 for the payment of which, well and truly to be made, we hereby jointly and severally bind  
 ourselves, successors and assigns.

Signed, this 5th day of October, 1999. The Condition of the above obligation is  
 such that whereas the Principal has submitted to the Williamson County Commissioner's Court a certain BID,  
 attached hereto and hereby made a part hereof to enter into a contract in writing, for the  
Site Improvements Plan for the Jarrell Memorial Park, Job #18769, Bid. #99WC126.  
 NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract  
 in the Form of Contract attached hereto (properly completed in accordance with  
 said BID) and shall furnish a BOND for his faithful performance of said contract,  
 and for the payment of all persons performing labor or furnishing materials in  
 connection therewith, and shall in all other respects perform the agreement  
 created by the acceptance of said BID, then this obligation shall be void, otherwise  
 the same shall remain in force and effect; it being expressly understood and agreed  
 that the liability of the Surety for any and all claims hereunder shall, in no event,  
 exceed the penal amount of this obligation as herein stated.



The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

C. C. Carlton Industries, Ltd.

(L.S.)

Principal

Fidelity and Guaranty Insurance Underwriters, Inc.

Surety

By: William H. Pitts, Jr.  
William H. Pitts, Jr., Attorney-in-Fact

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**Fidelity and Guaranty Insurance Underwriters, Inc.****Power of Attorney**No. 625

Know all men by these presents: That **Fidelity and Guaranty Insurance Underwriters, Inc.**, a corporation organized and existing under the laws of the State of Wisconsin and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **William H. Pitts, Jr.**, **Norman P. Rolling**, **John W. Wagner**, **James O. Schnell**, **Rose Marie Boriskie**, **Glenn Richards**, **Emily Mikeska** and **Robertta Jones**

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

In Witness Whereof, the said **Fidelity and Guaranty Insurance Underwriters, Inc.**, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 2nd day of October, A.D. 1998.

Fidelity and Guaranty Insurance Underwriters, Inc.

(Signed) By [Signature] Vice President(Signed) By [Signature] Assistant Secretary

State of Maryland )

Baltimore City )

SS:

On this 2nd day of October, A.D. 1998, before me personally came **Peter Carman**, Vice President of **Fidelity and Guaranty Insurance Underwriters, Inc.**, and **Thomas E. Huibregtse**, 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 **Peter Carman** and **Thomas E. Huibregtse** were respectively the Vice President and the Assistant Secretary of the said **Fidelity and Guaranty Insurance Underwriters, Inc.**, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 2002.

(Signed) By [Signature] Notary Public

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

**Resolved**, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such offices 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. Huibregtse**, an Assistant Secretary of the **Fidelity and Guaranty Insurance Underwriters, Inc.**, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

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

In Testimony Whereof, I have hereunto set my hand and the seal of the **Fidelity and Guaranty Insurance Underwriters, Inc.** on this 5th day of October, 1999.



[Signature]  
Assistant Secretary

**WILLIAMSON COUNTY BID FORM**

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**JARRELL MEMORIAL PARK**

**BID NUMBER:** 99WC126

**BID OPENING DATE & TIME:** October 5, 1999 - 10:00 AM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

**NAME OF BIDDER:** Cunningham Constructors & Associates, Inc.

**Mailing Address:** P.O. Box 2237

**City:** Georgetown **State:** TX **Zip:** 78627

**Telephone:** ( 512 ) 863-2131 **Fax:** ( 512 ) 869-0728



Signature of Person Authorized to Sign BID

**Date of BID:** Oct. 5, 1999

**Name and Title of Signer:** Michael L. Cunningham, President  
(Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

## PROPOSAL &amp; BID SCHEDULE

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
1.	1 l.s.	Remove and dispose of all existing buildings, concrete slabs and septic system, complete in place, per lump sum:			
		<u>Fifty Thousand. + <math>\frac{00}{100}</math></u>		<u>\$ 50,000<sup>00</sup></u>	<u>\$ 50,000<sup>00</sup></u>
2.	1 l.s.	Plug and abandon existing water well in accordance with TNRCC and Texas Health Department Rules and Regulations, complete in place, per lump sum:			
		<u>Five Thousand + <math>\frac{00}{100}</math></u>		<u>\$ 5,000<sup>00</sup></u>	<u>\$ 5,000<sup>00</sup></u>
3.	1 l.s.	Site grading entire site excluding grading required for other specific bid items, complete in place, per lump sum:			
		<u>Two hundred Fifty Thousand.</u>		<u>\$ 250,000<sup>00</sup></u>	<u>\$ 250,000<sup>00</sup></u>
4.	8,410 s.y.	Roadway excavation and subgrade preparation, complete in place, per square yard:			
		<u>Six + <math>\frac{00}{100}</math></u>		<u>\$ 6<sup>00</sup></u>	<u>\$ 50,460<sup>00</sup></u>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
5.	7,960 s.y.	10" compacted thickness base material, complete in place, per square yard:			
		<u>Nine + <math>\frac{00}{100}</math></u>	<u>\$ 9<sup>00</sup></u>		<u>\$ 71,640<sup>00</sup></u>
6.	7,197 s.y.	1-1/2" compacted thickness hot mix asphaltic concrete pavement, complete in place, per square yard:			
		<u>Three + <math>\frac{25}{100}</math></u>	<u>\$ 3<sup>25</sup></u>		<u>\$ 23,390<sup>00</sup></u>
7.	118 s.y.	Decorative concrete pavement, complete in place, per square yard:			
		<u>Thirty Five + <math>\frac{00}{100}</math></u>	<u>\$ 35<sup>00</sup></u>		<u>\$ 4,130<sup>00</sup></u>
8.	195 l.f.	Standard concrete curb and gutter, complete in place, per linear foot:			
		<u>Seven + <math>\frac{00}{100}</math></u>	<u>\$ 7<sup>00</sup></u>		<u>\$ 1,365<sup>00</sup></u>
9.	3,631 l.f.	Concrete ribbon curb, complete in place, per linear foot:			
		<u>Five + <math>\frac{00}{100}</math></u>	<u>\$ 5<sup>00</sup></u>		<u>\$ 18,155<sup>00</sup></u>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
10.	10,641 s.f.	Concrete sidewalk, complete in place, per square foot:			
		<u>Two + 00</u>	<u>\$ 2<sup>00</sup></u>		<u>\$ 21,282<sup>00</sup></u>
11.	3 ea.	Concrete handicap ramp, complete in place, per each:			
		<u>Five hundred + 00/100</u>	<u>\$ 500<sup>00</sup></u>		<u>\$ 1500<sup>00</sup></u>
12.	2 ea.	Driveway culvert with Des. 2 CMAP and SET Ty. II on each end, complete in place, per each:			
		<u>Three Thousand + 00</u>	<u>\$ 3000<sup>00</sup></u>		<u>\$ 6000<sup>00</sup></u>
13.	116 ea.	Concrete wheel stops, complete in place, per each:			
		<u>Six + 00/10</u>	<u>\$ 6<sup>00</sup></u>		<u>\$ 696<sup>00</sup></u>
14.	1 l.s.	Pavement striping, complete in place, per lump sum:			
		<u>Five Thousand + 00/100</u>	<u>\$ 5000<sup>00</sup></u>		<u>\$ 5000<sup>00</sup></u>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	COST UNIT	TOTAL
15.	1 l.s.	Parking/Roadway signage, complete in place, per lump sum:		
		<u>Three Thousand + 00/100</u>	<u>\$ 3000<sup>00</sup></u>	<u>\$ 3000<sup>00</sup></u>
16.	1,008 l.f.	24" PVC F-679 storm sewer pipe, complete in place, per linear foot:		
		<u>Forty + 00/100</u>	<u>\$ 40<sup>00</sup></u>	<u>\$ 40,320<sup>00</sup></u>
17.	1,168 l.f.	18" PVC F-679 storm sewer pipe, complete in place, per linear foot:		
		<u>Twenty five + 00/100</u>	<u>\$ 25<sup>00</sup></u>	<u>\$ 29,200<sup>00</sup></u>
18.	464 l.f.	10" PVC SDR-35 storm sewer pipe, complete in place, per linear foot:		
		<u>Ten + 00/100</u>	<u>\$ 10<sup>00</sup></u>	<u>\$ 4640<sup>00</sup></u>
19.	1 ea.	Concrete area inlet, complete in place, per each:		
		<u>Two Thousand + 00/100</u>	<u>\$ 2000<sup>00</sup></u>	<u>\$ 2000<sup>00</sup></u>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
20.	1 ea.	Concrete splitter box, complete in place, per each:			
		Five Thousand + <sup>00</sup> / <sub>100</sub>	\$ 5000 <sup>00</sup>	\$ 5000 <sup>00</sup>	
21.	1 ea.	Concrete detention inlet, complete in place, per each:			
		Three Thousand + <sup>00</sup> / <sub>100</sub>	\$ 3000 <sup>00</sup>	\$ 3000 <sup>00</sup>	
22.	1 ea.	Concrete filter basin, complete in place, per each:			
		Twenty eight thousand + <sup>00</sup> / <sub>100</sub>	\$ 28000 <sup>00</sup>	\$ 28,000 <sup>00</sup>	
23.	1 ea.	Concrete detention outlet, complete in place, per each:			
		Two Thousand + <sup>00</sup> / <sub>100</sub>	\$ 2000 <sup>00</sup>	\$ 2000 <sup>00</sup>	
24.	1 ea.	Earthen sedimentation basin, complete in place, per each:			
		Three Thousand + <sup>00</sup> / <sub>100</sub>	\$ 3000 <sup>00</sup>	\$ 3000 <sup>00</sup>	



## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
25.	1 ea.	Earthen detention basin, complete in place, per each:			
		Four Thousand & 00/100	\$ 4000 <sup>00</sup>	\$ 4000 <sup>00</sup>	
26.	1 l.s.	Retaining wall, complete in place, per lump sum:			
		one hundred thirty THOUSAND & 00/100	\$ 130,000 <sup>00</sup>	\$ 130,000 <sup>00</sup>	
27.	1 l.s.	Landscaping, complete in place, per lump sum:			
		Forty-five Thousand & 00/100	\$ 45,000 <sup>00</sup>	\$ 45,000 <sup>00</sup>	
28.	1 ea.	Monument/Sign, complete in place, per each:			
		Five Thousand & 00/100	\$ 5,000 <sup>00</sup>	\$ 5,000 <sup>00</sup>	
29.	2 ea.	Flagpole, complete in place, per each:			
		Two THOUSAND & 00/100	\$ 2000 <sup>00</sup>	\$ 4000 <sup>00</sup>	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
30.	15 ea.	Picnic table/shelter, complete in place, per each:			
		FOUR THOUSAND + 00/100	\$ 4000 <sup>00</sup>		\$ 60,000 <sup>00</sup>
31.	9 ea.	Park bench, complete in place, per each:			
		Two thousand + 00/100	\$ 2000 <sup>00</sup>		\$ 18,000 <sup>00</sup>
32.	10 ea.	Waste receptacle, complete in place, per each:			
		Five hundred + 00/100	\$ 500 <sup>00</sup>		\$ 5,000 <sup>00</sup>
33.	1 l.s.	Jogging/walking trail, complete in place, per lump sum:			
		Five thousand + 00/100	\$ 5000 <sup>00</sup>		\$ 5,000 <sup>00</sup>
34.	1 l.s.	Playscape area, complete in place, per lump sum:			
		Ten thousand + 00/100	\$ 10,000 <sup>00</sup>		\$ 10,000 <sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
35.	1 l.s.	Playscape equipment (by GameTime) allowance, complete in place, per lump sum:			
		Thirty Thousand and no/100 Dollars	\$ 30,000.00	\$ 30,000.00	
36.	1 l.s.	Tennis court including concrete slab, slab striping, net, net standards, and perimeter fencing, complete in place, per lump sum:			
		Fifty Thousand + <sup>00</sup> / <sub>100</sub>	\$ 50,000 <sup>00</sup>	\$ 50,000 <sup>00</sup>	
7.	1 l.s.	Basketball court including concrete slab, slab striping, goal, goal standards, and perimeter fencing, complete in place, per lump sum:			
		Fifty Thousand + <sup>00</sup> / <sub>100</sub>	\$ 50,000 <sup>00</sup>	\$ 50,000 <sup>00</sup>	
8.	1 l.s.	North baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, and bull pen, complete in place, per lump sum:			
		Sixty Thousand + <sup>00</sup> / <sub>100</sub>	\$ 60,000 <sup>00</sup>	\$ 60,000 <sup>00</sup>	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
39.	1 l.s.	South baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, bull pen, and batting cage, complete in place, per lump sum:			
		<u>Sixty Thousand + No/100 —</u>		<u>\$ 60,000 —</u>	<u>\$ 60,000 —</u>
40.	1 l.s.	Wastewater treatment system at the community center, complete in place, per lump sum:			
		<u>Thirty Thousand + No/100</u>		<u>\$ 30,000 —</u>	<u>\$ 30,000 —</u>
41.	1 l.s.	Wastewater treatment system at the concession building, complete in place, per lump sum:			
		<u>Twenty Thousand + No/100</u>		<u>\$ 20,000</u>	<u>\$ 20,000 —</u>
42.	1 l.s.	Wastewater irrigation system at the community center, complete in place, per lump sum:			
		<u>Twenty Thousand + No/100 —</u>		<u>\$ 20,000 —</u>	<u>\$ 20,000 —</u>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
43.	1 l.s.	Wastewater irrigation system at the concession building, complete in place, per lump sum:			
		<u>Ten Thousand + 00/100</u>		<u>\$ 10,000<sup>-</sup></u>	<u>\$ 10,000<sup>-</sup></u>
44.	1 l.s.	Drill and develop new water well, complete in place, per lump sum:			
		<u>Thirty-Five Thousand + 00/100</u>		<u>\$ 35,000<sup>-</sup></u>	<u>\$ 35,000<sup>-</sup></u>
45.	1 l.s.	Water well irrigation system for the entire site, complete in place, per lump sum:			
		<u>Twenty Thousand + 00/100</u>		<u>\$ 20,000<sup>±</sup></u>	<u>\$ 20,000<sup>±</sup></u>
46.	1 l.s.	Potable water system for the entire site including site drinking fountains, complete in place, per lump sum:			
		<u>Thirty Thousand + 00/100</u>		<u>\$ 30,000<sup>±</sup></u>	<u>\$ 30,000<sup>±</sup></u>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
47.	1 l.s.	Remainder of site fencing not included in the above bid items but including the pipe road gate and the split rail fence, complete in place, per lump sum:			
		Twenty Thousand + No/100 —	\$ 20,000 —	\$ 20,000 —	
48.	1 l.s.	Site electrical improvements including, but not limited to, parking lighting, and field and court lighting, complete in place, per lump sum:			
		Two HUNDRED THOUSAND + No/100 —	\$ 200,000 —	\$ 200,000 —	
49.	<sup>1626</sup> <del>2,050</del> l.f.	Silt fence, complete in place, per linear foot:			
		Two + 00/	\$ 2 <sup>00</sup>	\$ 3252 <sup>00</sup>	
50.	65 l.f.	Rock berm, complete in place, per linear foot:			
		Twenty five + 00/100	\$ 25 <sup>00</sup>	\$ 1625 <sup>00</sup>	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
50.	1 ea.	Stabilized construction entrance, complete in place, per linear foot:			
		<u>one thousand +<sup>00</sup>/</u>	<u>\$ 1000<sup>±</sup></u>		<u>\$ 1000<sup>±</sup></u>
51.	1,195 l.f.	Trench shoring safety measures, complete in place, per linear foot:			
		<u>one +<sup>00</sup>/</u>	<u>\$ 1<sup>±</sup></u>		<u>\$ 1195<sup>±</sup></u>
52.	3,600 s.f.	Excavation shoring safety measures, complete in place, per square foot:			
		<u>one +<sup>00</sup>/</u>	<u>\$ 1<sup>±</sup></u>		<u>\$ 3600<sup>±</sup></u>
53.	1 l.s.	Community center building including HVAC system and all appliances, excluding fireplace/BBQ, complete in place, per lump sum:			
			<u>\$ 855,250.00</u>		<u>\$ 855,250.00</u>
54.	1 l.s.	Concession building including all appliances, complete in place, per lump sum:			
		<u>Two Hundred Thirty Thousand +<sup>00</sup>/100</u>	<u>\$ 230,000</u>		<u>\$ 230,000</u>

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## ATTACHMENT 'G'

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
55.	1 l.s.	Fireplace/BBQ @ community center building, complete in place, per lump sum:			
		Forty Thousand + NO/100		\$ 40,000 -	\$ 40,000 -
56.	1 l.s.	Memorial plaques, complete in place, per lump sum:			
		Eight thousand one hundred		\$ 8,100 -	\$ 8,100 -
		<del>three hundred</del> + 100			
		TOTAL BID		\$ 2693,800.00	\$ 2693,800.00

The following Alternates will be considered during the analysis of the bids.

- Alternate No. 1 - Add/Deduct (circle one) for propane gas heating system in lieu of electric heating system for Community Center including, but not limited to, gas furnaces, gas water heater, gas ranges, gas plumbing, 500 gallon underground storage tank, and anything else to make a complete system. \$ 20,000 -
- Alternate No. 2 - Add/Deduct (circle one) for propane gas cooking system in lieu of electric cooking system for Concession Building including, but not limited to, gas water heater, gas ranges, gas plumbing, 250 gallon underground storage tank, and anything else to make a complete system. \$ 20,000 -
- Alternate No. 3 - Add/Deduct (circle one) for wooden utility poles of equivalent length in lieu of steel light poles at the baseball fields, basket ball court and tennis court. \$ 5,000 -



## ATTACHMENT 'G'

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

- Alternate No. 4 - Add/Deduct (circle one) for 5" concrete pavement reinforced with #3 Bars @ 18" O.C.E.W. in lieu of asphaltic concrete pavement. \$ 10,000
- Alternate No. 5 - Add/Deduct (circle one) for grass sod in lieu of grass seeding. \$ 25,000

The undersigned CONTRACTOR agrees and pledges to complete the work in full for the OWNER within 210 calendar days from the "Notice to Proceed". (The "Grand Opening Ceremony" will be held on May 27, 2000. All construction must be complete by this date.) The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for dollars (\$ ), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed or delivered:

### III. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

(Please Print or Type)

1. Name of Bidder:  
Cunningham Constructors & Associates, Inc.
2. Permanent main office address: 4350 FM 1105  
Georgetown, TX. 78626 Mailing address: P.O. Box 2237  
Georgetown, TX. 78627
3. Telephone number: (512) 863-2131 FAX (512) 869-0728
3. When organized: April 1987
4. If a corporation, where incorporated:  
Texas
5. How many years have you been engaged in the contracting business under your present firm or trade name:  
11 + years
6. Contracts on hand: (Schedule these, showing amount of each contract and the approximate anticipated date of completion.):  
City of Llano WTP  
City of Round Rock Clearwell Project  
City of Lago Vista
7. General character of work performed by your company:  
Construction
8. Have you ever failed to complete any work awarded to you? If so, where and why?  
No

9. Have you ever defaulted on a contract? If so, where and why?

No

10. List the more important projects recently completed by your company (six most recent), stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract:

12. Experience in construction work similar in importance to this project.:

13. Background and experience of the principal members of your organization, including the officers:

14. Credit Available:

## 15. Give bank reference:

Walburg State Bank Walburg, TX.  
Gene Lawhon, President

## 16. Will you, upon request, fill out a detailed financial statement, and furnish any other pertinent information that may be required by the OWNER.

Yes

## 17. The undersigned hereby authorizes and requests any person, firms or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at Walburg, TX. this, 5th day of October, 1999.

Cunningham Constructors & Associates, Inc.  
 Contractor

By: Michael L. Cunningham

Title: President

STATE OF Texas

COUNTY OF Williamson

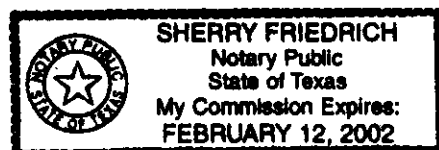
Michael Cunningham being duly sworn deposes and says that  
 he is President of Cunningham Construction and that the  
 answers to the foregoing questions and all statements therein contained are true and correct.

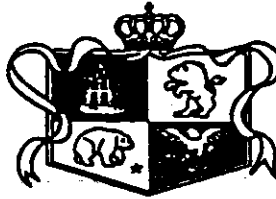
Subscribed and sworn to before me this 4th day of October 19 99

Sherry Friedrich  
 Notary Public

In and For Williamson County, Texas

My Commission expires February 12 2002





# 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, CUNNINGHAM CONSTRUCTORS & ASSOCIATES, 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, TX (hereinafter called the obligee) in the just and full sum of FIVE (5%) PERCENT 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 OCTOBER 5, 1999 for SITE IMPROVEMENT PLANS FOR JARRELL MEMORIAL PARK

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 30TH day of SEPTEMBER, 19 99

CUNNINGHAM CONSTRUCTORS & ASSOCIATES, INC.

FRANK SIDDONS INSURANCE AG  
P.O. BOX 2125  
AUSTIN, TX 78768  
512/481-1733

INSURANCE COMPANY OF THE WEST

By Yvonda Edwards

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:

**LINDA EDWARDS**

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 23rd day of February, 1998, 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 13TH day of MAY 1999.



INSURANCE COMPANY OF THE WEST

  
John L. Hannum, Executive Vice President

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

SS.

IN WITNESS WHEREOF, the undersigned certify that they are adults, and have witnessed the signing of this instrument by the principal or have witnessed the principal's acknowledgment of the signature on the power of attorney, pursuant to California Probate Code §4121 and 4122.

  
Jerry Fafaul


  
Janis Theodore

CERTIFICATE:

I, John H. Craig, Assistant Secretary 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 Assistant Secretary, on this 30th day of September, 1999



INSURANCE COMPANY OF THE WEST

  
John H. Craig, Assistant Secretary

ICW 37

100

## WILLIAMSON COUNTY BID FORM

## JARRELL MEMORIAL PARK

BID NUMBER: 99WC126

BID OPENING DATE &amp; TIME: October 5, 1999 - 10:00 AM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: FTWOODS CONSTRUCTION

Mailing Address: P.O. BOX 122

City: GEORGETOWN

State: TX

Zip: 78627

Telephone: ( 512 ) 930-2607

Fax: ( 512 ) 930-3469

Date of BID: OCTOBER 5, 1999

Signature of Person Authorized to Sign BID

Name and Title of Signer: F. TODD WOODS, PRESIDENT

(Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

COPY

## PROPOSAL &amp; BID SCHEDULE

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
-------------	-----------------------	--------------------------------------	------	------	-------

1.	1 l.s.	Remove and dispose of all existing buildings, concrete slabs and septic system, complete in place, per lump sum:			
----	--------	--	--	--	--

INCLUDED IN TOTAL BID			\$	\$
-----------------------	--	--	----	----

2.	1 l.s.	Plug and abandon existing water well in accordance with TNRCC and Texas Health Department Rules and Regulations, complete in place, per lump sum:			
----	--------	---	--	--	--

INCLUDED IN TOTAL BID			\$	\$
-----------------------	--	--	----	----

3.	1 l.s.	Site grading entire site excluding grading required for other specific bid items, complete in place, per lump sum:			
----	--------	--	--	--	--

INCLUDED IN TOTAL BID			\$	\$
-----------------------	--	--	----	----

4.	8,410 s.y.	Roadway excavation and subgrade preparation, complete in place, per square yard:			
----	------------	--	--	--	--

INCLUDED IN TOTAL BID			\$	\$
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## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST TOTAL
5.	7,960 s.y.	10" compacted thickness base material, complete in place, per square yard:		
INCLUDED IN TOTAL BID			\$	\$
6.	7,197 s.y.	1-1/2" compacted thickness hot mix asphaltic concrete pavement, complete in place, per square yard:		
INCLUDED IN TOTAL BID			\$	\$
7.	118 s.y.	Decorative concrete pavement, complete in place, per square yard:		
INCLUDED IN TOTAL BID			\$	\$
8.	195 l.f.	Standard concrete curb and gutter, complete in place, per linear foot:		
INCLUDED IN TOTAL BID			\$	\$
9.	3,631 l.f.	Concrete ribbon curb, complete in place, per linear foot:		
INCLUDED IN TOTAL BID			\$	\$

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
-------------	-----------------------	--------------------------------------	------	------	-------

10.	10,641 s.f.	Concrete sidewalk, complete in place, per square foot:			
-----	-------------	---	--	--	--

INCLUDED IN TOTAL BID			\$	\$	
-----------------------	--	--	----	----	--

11.	3 ea.	Concrete handicap ramp, complete in place, per each:			
-----	-------	---	--	--	--

INCLUDED IN TOTAL BID			\$	\$	
-----------------------	--	--	----	----	--

12.	2 ea.	Driveway culvert with Des. 2 CMAP and SET Ty. II on each end, complete in place, per each:			
-----	-------	--	--	--	--

INCLUDED IN TOTAL BID			\$	\$	
-----------------------	--	--	----	----	--

13.	116 ea.	Concrete wheel stops, complete in place, per each:			
-----	---------	---	--	--	--

INCLUDED IN TOTAL BID			\$	\$	
-----------------------	--	--	----	----	--

14.	1 l.s.	Pavement striping, complete in place, per lump sum:			
-----	--------	--	--	--	--

INCLUDED IN TOTAL BID			\$	\$	
-----------------------	--	--	----	----	--

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
15.	1 l.s.	Parking/Roadway signage, complete in place, per lump sum:			
		INCLUDED IN TOTAL BID	\$	\$	
16.	1,008 l.f.	24" PVC F-679 storm sewer pipe, complete in place, per linear foot:			
		INCLUDED IN TOTAL BID	\$	\$	
17.	1,168 l.f.	18" PVC F-679 storm sewer pipe, complete in place, per linear foot:			
		INCLUDED IN TOTAL BID	\$	\$	
18.	464 l.f.	10" PVC SDR-35 storm sewer pipe, complete in place, per linear foot:			
		INCLUDED IN TOTAL BID	\$	\$	
19.	1 ea.	Concrete area inlet, complete in place, per each:			
		INCLUDED IN TOTAL BID	\$	\$	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION (UNIT PRICE IN WORDS)</u>	<u>UNIT</u>	<u>COST</u>	<u>TOTAL</u>
20.	1 ea.	Concrete splitter box, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
21.	1 ea.	Concrete detention inlet, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
22.	1 ea.	Concrete filter basin, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
23.	1 ea.	Concrete detention outlet, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
24.	1 ea.	Earthen sedimentation basin, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
25.	1 ea.	Earthen detention basin, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
26.	1 l.s.	Retaining wall, complete in place, per lump sum:			
INCLUDED IN TOTAL BID			\$	\$	
27.	1 l.s.	Landscaping, complete in place, per lump sum:			
INCLUDED IN TOTAL BID			\$	\$	
28.	1 ea.	Monument/Sign, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
29.	2 ea.	Flagpole, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
30.	15 ea.	Picnic table/shelter, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
31.	9 ea.	Park bench, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
32.	10 ea.	Waste receptacle, complete in place, per each:			
INCLUDED IN TOTAL BID			\$	\$	
33.	1 l.s.	Jogging/walking trail, complete in place, per lump sum:			
INCLUDED IN TOTAL BID			\$	\$	
34.	1 l.s.	Playscape area, complete in place, per lump sum:			
INCLUDED IN TOTAL BID			\$	\$	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
35.	1 l.s.	Playscape equipment (by GameTime) allowance, complete in place, per lump sum:			
		Thirty Thousand and no/100 Dollars	\$	30,000.00	\$ 30,000.00
36.	1 l.s.	Tennis court including concrete slab, slab striping, net, net standards, and perimeter fencing, complete in place, per lump sum:			
		INCLUDED IN TOTAL BID	\$		\$
37.	1 l.s.	Basketball court including concrete slab, slab striping, goal, goal standards, and perimeter fencing, complete in place, per lump sum:			
		INCLUDED IN TOTAL BID	\$		\$
38.	1 l.s.	North baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, and bull pen, complete in place, per lump sum:			
		INCLUDED IN TOTAL BID	\$		\$

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST TOTAL
39.	1 l.s.	South baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, bull pen, and batting cage, complete in place, per lump sum:		
INCLUDED IN TOTAL BID			\$	\$
40.	1 l.s.	Wastewater treatment system at the community center, complete in place, per lump sum:		
INCLUDED IN TOTAL BID			\$	\$
41.	1 l.s.	Wastewater treatment system at the concession building, complete in place, per lump sum:		
INCLUDED IN TOTAL BID			\$	\$
42.	1 l.s.	Wastewater irrigation system at the community center, complete in place, per lump sum:		
INCLUDED IN TOTAL BID			\$	\$



## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST TOTAL
43.	1 l.s.	Wastewater irrigation system at the concession building, complete in place, per lump sum:		
INCLUDED IN TOTAL BID			\$	\$
44.	1 l.s.	Drill and develop new water well, complete in place, per lump sum:		
INCLUDED IN TOTAL BID			\$	\$
45.	1 l.s.	Water well irrigation system for the entire site, complete in place, per lump sum:		
INCLUDED IN TOTAL BID			\$	\$
46.	1 l.s.	Potable water system for the entire site including site drinking fountains, complete in place, per lump sum:		
INCLUDED IN TOTAL BID			\$	\$

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
47.	1 l.s.	Remainder of site fencing not included in the above bid items but including the pipe road gate and the split rail fence, complete in place, per lump sum:			
INCLUDED IN TOTAL BID			\$	\$	
48.	1 l.s.	Site electrical improvements including, but not limited to, parking lighting, and field and court lighting, complete in place, per lump sum:			
INCLUDED IN TOTAL BID			\$	\$	
49.	1,050 l.f.	Silt fence, complete in place, per linear foot:			
INCLUDED IN TOTAL BID			\$	\$	
50.	65 l.f.	Rock berm, complete in place, per linear foot:			
INCLUDED IN TOTAL BID			\$	\$	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
50.	1 ea.	Stabilized construction entrance, complete in place, per linear foot:			
		INCLUDED IN TOTAL BID	\$	\$	
51.	1,195 l.f.	Trench shoring safety measures, complete in place, per linear foot:			
		INCLUDED IN TOTAL BID	\$	\$	
52.	3,600 s.f.	Excavation shoring safety measures, complete in place, per square foot:			
		INCLUDED IN TOTAL BID	\$	\$	
53.	1 l.s.	Community center building including HVAC system and all appliances, excluding fireplace/BBQ, complete in place, per lump sum:			
		INCLUDED IN TOTAL BID	\$	\$	
54.	1 l.s.	Concession building including all appliances, complete in place, per lump sum:			
		INCLUDED IN TOTAL BID	\$	\$	

PROPOSAL & BID SCHEDULE (continued)

Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
55.	1 l.s.	Fireplace/BBQ @ community center building, complete in place, per lump sum:			
INCLUDED IN TOTAL BID			\$	\$	
56.	1 l.s.	Memorial plaques, complete in place, per lump sum:			
INCLUDED IN TOTAL BID			\$	\$	
TOTAL BID			\$	3,100,000.00	

The following Alternates will be considered during the analysis of the bids.

- Alternate No. 1 -

Add/Deduct

(circle one)

for propane gas heating system in lieu of electric heating system for Community Center including, but not limited to, gas furnaces, gas water heater, gas ranges, gas plumbing, 500 gallon underground storage tank, and anything else to make a complete system.

\$ No Bid
- Alternate No. 2 -

Add/Deduct

(circle one)

for propane gas cooking system in lieu of electric cooking system for Concession Building including, but not limited to, gas water heater, gas ranges, gas plumbing, 250 gallon underground storage tank, and anything else to make a complete system.

\$ No Bid
- Alternate No. 3 -

Add/Deduct

(circle one)

for wooden utility poles of equivalent length in lieu of steel light poles at the baseball fields, basket ball court and tennis court.

\$ 5000.00

## ATTACHMENT 'G'

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

- Alternate No. 4 - Add/Deduct (circle one) for 5" concrete pavement reinforced with #3 Bars @ 18" O.C.E.W. in lieu of asphaltic concrete pavement. \$ 400,000.00
- Alternate No. 5 - Add/Deduct (circle one) for grass sod in lieu of grass seeding. \$ 50,000.00

The undersigned CONTRACTOR agrees and pledges to complete the work in full for the OWNER within 210 calendar days from the "Notice to Proceed". (The "Grand Opening Ceremony" will be held on May 27, 2000. All construction must be complete by this date.) The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for dollars (\$ BID BOND ATTACHED) or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed or delivered:

BID ACCEPTED:

TOTAL BID ACCEPTED: \$ \_\_\_\_\_

ACCEPTANCE RECOMMENDED:

Don H. Bizzell, P.E.

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

ACCEPTED:

Williamson County - Owner

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Doerfler - County Judge



SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

BID BOND

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Conforms with The American Institute of  
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, FTWOODS, cs

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the SAFECO INSURANCE COMPANY OF AMERICA,

of Seattle, Washington, a corporation duly organized under  
the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto

WILLIAMSON COUNTY COMMISSIONERS COURT as Obligee, hereinafter called the Obligee,

in the sum of 5% of Bid Amount -----

Dollars (\$ 5% of Bid Amount ), 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 JARRELL MEMORIAL PARK

JOB NO. 18769

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.

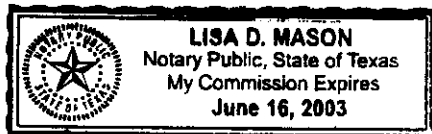
Signed and sealed this 5th day of October, 1999.

Lisa D. Mason  
Witness

FTWOODS, cs (Seal)  
Principal  
F. TODD WOODS, PRESIDENT Title

Marla Hill  
Witness

SAFECO INSURANCE COMPANY OF AMERICA  
By Howard Cowan  
Attorney-in-Fact



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SAFECO

POWER  
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
HOME OFFICE: SAFECO PLAZA  
SEATTLE, WASHINGTON 98185

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No. 8035

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

\*\*\*\*\*HOWARD COWAN; CARLA ROGERS; KEVIN J. DUNN; MIKE HENTHORN; ANGIE GOFF; MARLA HILL; RON STROMAN; Lubbock, Texas\*\*\*\*\*

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 20th day of April, 1999

*R A Pierson*

R.A. PIERSON, SECRETARY

*W Randall Stoddard*

W. RANDALL STODDARD, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA  
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

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

this 5TH day of OCTOBER, 1999



*R A Pierson*

R.A. PIERSON, SECRETARY

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COPY

## WILLIAMSON COUNTY BID FORM

## JARRELL MEMORIAL PARK

BID NUMBER: 99WC126

BID OPENING DATE &amp; TIME: October 5, 1999 - 10:00 AM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Jay-Reese Contractors, Inc.Mailing Address: 14532 Hamilton Pool RoadCity: Austin State: TX Zip: 78738Telephone: (512) 263-0072 Fax: (512) 263-0075Signature of Person Authorized to Sign BID: [Signature] Date of BID: 10-05-99Name and Title of Signer: Ron Albee, President

(Please Print or Type)

**DO NOT SIGN OR SUBMIT THIS FORM**  
**WITHOUT READING ENTIRE DOCUMENT**

**THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID**

## PROPOSAL &amp; BID SCHEDULE

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
1.	1 l.s.	Remove and dispose of all existing buildings, concrete slabs and septic system, complete in place, per lump sum:			
		Twenty Four Thousand \$ <sup>00</sup> /100	\$ 24000 <sup>00</sup>	\$ 24000 <sup>00</sup>	
2.	1 l.s.	Plug and abandon existing water well in accordance with TNRCC and Texas Health Department Rules and Regulations, complete in place, per lump sum:			
		Seven Thousand \$ <sup>00</sup> /100	\$ 7000 <sup>00</sup>	\$ 7000 <sup>00</sup>	
3.	1 l.s.	Site grading entire site excluding grading required for other specific bid items, complete in place, per lump sum:			
		Three Hundred Forty Five Thousand \$ <sup>00</sup> /100	\$ 345000 <sup>00</sup>	\$ 345000 <sup>00</sup>	
4.	8,410 s.y.	Roadway excavation and subgrade preparation, complete in place, per square yard:			
		Ten \$ <sup>75</sup> /100	\$ 10 <sup>75</sup>	\$ 90407 <sup>50</sup>	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
5.	7,960 s.y.	10" compacted thickness base material, complete in place, per square yard:			
		Seven $\frac{1}{4}$ $\frac{00}{100}$	\$ 7 <sup>00</sup>		\$ 55720 <sup>00</sup>
6.	7,197 s.y.	1-1/2" compacted thickness hot mix asphaltic concrete pavement, complete in place, per square yard:			
		Four $\frac{1}{4}$ $\frac{50}{100}$	\$ 4 <sup>50</sup>		\$ 32386 <sup>50</sup>
7.	118 s.y.	Decorative concrete pavement, complete in place, per square yard:			
		ONE HUNDRED $\frac{1}{4}$ $\frac{00}{100}$	\$ 100 <sup>00</sup>		\$ 11800 <sup>00</sup>
8.	195 l.f.	Standard concrete curb and gutter, complete in place, per linear foot:			
		Eleven $\frac{1}{4}$ $\frac{50}{100}$	\$ 11 <sup>50</sup>		\$ 2242 <sup>50</sup>
9.	3,631 l.f.	Concrete ribbon curb, complete in place, per linear foot:			
		Six $\frac{1}{4}$ $\frac{00}{100}$	\$ 6 <sup>00</sup>		\$ 21786 <sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
10.	10,641 s.f.	Concrete sidewalk, complete in place, per square foot:			
		Three & 40/100	\$ 3 <sup>40</sup>		\$ 36179 <sup>40</sup>
11.	3 ea.	Concrete handicap ramp, complete in place, per each:			
		Three Hundred Thirty & 00/100	\$ 330 <sup>00</sup>		\$ 990 <sup>00</sup>
12.	2 ea.	Driveway culvert with Des. 2 CMAP and SET Ty. II on each end, complete in place, per each:			
		THIRTEEN HUNDRED & 00/100	\$ 1300 <sup>00</sup>		\$ 2600 <sup>00</sup>
13.	116 ea.	Concrete wheel stops, complete in place, per each:			
		TWENTY EIGHT & 00/100	\$ 28 <sup>00</sup>		\$ 3248 <sup>00</sup>
14.	1 l.s.	Pavement striping, complete in place, per lump sum:			
		Twenty Five Hundred & 00/100	\$ 2500 <sup>00</sup>		\$ 2500 <sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	COST UNIT	TOTAL
15.	1 l.s.	Parking/Roadway signage, complete in place, per lump sum:		
		<i>ⓧ Ten Thousand &amp; 00/100</i>	<i>\$ 10000<sup>00</sup></i>	<i>\$ 10000<sup>00</sup></i>
16.	1,008 l.f.	24" PVC F-679 storm sewer pipe, complete in place, per linear foot:		
		<i>Twenty Eight &amp; 00/100</i>	<i>\$ 28<sup>00</sup></i>	<i>\$ 28224<sup>00</sup></i>
17.	1,168 l.f.	18" PVC F-679 storm sewer pipe, complete in place, per linear foot:		
		<i>Twenty Four &amp; 00/100</i>	<i>\$ 24<sup>00</sup></i>	<i>\$ 28032<sup>00</sup></i>
18.	464 l.f.	10" PVC SDR-35 storm sewer pipe, complete in place, per linear foot:		
		<i>Fifteen &amp; 00/100</i>	<i>\$ 15<sup>00</sup></i>	<i>\$ 6960<sup>00</sup></i>
19.	1 ea.	Concrete area inlet, complete in place, per each:		
		<i>Three Thousand &amp; 00/100</i>	<i>\$ 3000<sup>00</sup></i>	<i>\$ 3000<sup>00</sup></i>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
20.	1 ea.	Concrete splitter box, complete in place, per each:			
		<u>ELEVEN THOUSAND TWO HUNDRED &amp; 00/100</u>		<u>\$ 11200<sup>00</sup></u>	<u>\$ 11200<sup>00</sup></u>
21.	1 ea.	Concrete detention inlet, complete in place, per each:			
		<u>TWENTY FIVE HUNDRED &amp; 00/100</u>		<u>\$ 2500<sup>00</sup></u>	<u>\$ 2500<sup>00</sup></u>
22.	1 ea.	Concrete filter basin, complete in place, per each:			
		<u>Twenty Two Thousand Five Hundred &amp; 00/100</u>		<u>\$ 22500<sup>00</sup></u>	<u>\$ 22500<sup>00</sup></u>
23.	1 ea.	Concrete detention outlet, complete in place, per each:			
		<u>FOURTEEN HUNDRED &amp; 00/100</u>		<u>\$ 1400<sup>00</sup></u>	<u>\$ 1400<sup>00</sup></u>
24.	1 ea.	Earthen sedimentation basin, complete in place, per each:			
		<u>Three Thousand &amp; 00/100</u>		<u>\$ 3000<sup>00</sup></u>	<u>\$ 3000<sup>00</sup></u>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
25.	1 ea.	Earthen detention basin, complete in place, per each:			
		Four Thousand $\frac{4}{100}$	\$	4000 <sup>00</sup>	\$ 4000 <sup>00</sup>
26.	1 l.s.	Retaining wall, complete in place, per lump sum:			
		Three Hundred Twenty Thousand $\frac{320}{100}$	\$	320,000 <sup>00</sup>	\$ 320,000 <sup>00</sup>
27.	1 l.s.	Landscaping, complete in place, per lump sum:			
		Fifty Three Thousand $\frac{53}{100}$	\$	53000 <sup>00</sup>	\$ 53000 <sup>00</sup>
28.	1 ea.	Monument/Sign, complete in place, per each:			
		Nine Thousand $\frac{9}{100}$	\$	9000 <sup>00</sup>	\$ 9000 <sup>00</sup>
29.	2 ea.	Flagpole, complete in place, per each:			
		Twenty Five Hundred $\frac{25}{100}$	\$	2500 <sup>00</sup>	\$ 5000 <sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
30.	15 ea.	Picnic table/shelter, complete in place, per each:			
		<u>Forty Three Hundred 4<sup>00</sup>/100</u>		<u>\$ 4300<sup>00</sup></u>	<u>\$ 64500<sup>00</sup></u>
31.	9 ea.	Park bench, complete in place, per each:			
		<u>Seven Hundred Fifty 7<sup>00</sup>/100</u>		<u>\$ 750<sup>00</sup></u>	<u>\$ 6750<sup>00</sup></u>
32.	10 ea.	Waste receptacle, complete in place, per each:			
		<u>Four Hundred Fifty 4<sup>00</sup>/100</u>		<u>\$ 450<sup>00</sup></u>	<u>\$ 4500<sup>00</sup></u>
33.	1 l.s.	Jogging/walking trail, complete in place, per lump sum:			
		<u>Twelve Thousand 4<sup>00</sup>/100</u>		<u>\$ 12000<sup>00</sup></u>	<u>\$ 12000<sup>00</sup></u>
34.	1 l.s.	Playscape area, complete in place, per lump sum:			
		<u>NINETY FIVE HUNDRED 4<sup>00</sup>/100</u>		<u>\$ 9500<sup>00</sup></u>	<u>\$ 9500<sup>00</sup></u>



## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
35.	1 l.s.	Playscape equipment (by GameTime) allowance, complete in place, per lump sum:			
		Thirty Thousand and no/100 Dollars	\$ 30,000.00		\$ 30,000.00
36.	1 l.s.	Tennis court including concrete slab, slab striping, net, net standards, and perimeter fencing, complete in place, per lump sum:			
		FIFTY EIGHT THOUSAND 9 <sup>00</sup> /100	\$ 58000 <sup>00</sup>		\$ 58000 <sup>00</sup>
37.	1 l.s.	Basketball court including concrete slab, slab striping, goal, goal standards, and perimeter fencing, complete in place, per lump sum:			
		SIXTY FIVE THOUSAND 9 <sup>00</sup> /100	\$ 65000 <sup>00</sup>		\$ 65000 <sup>00</sup>
38.	1 l.s.	North baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, and bull pen, complete in place, per lump sum:			
		Eighty Two Thousand 4 <sup>00</sup> /100	\$ 82000 <sup>00</sup>		\$ 82000 <sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST TOTAL
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39.	1 l.s.	South baseball field including perimeter fencing, backstop fencing, foul poles, dugouts, scoreboard, lookout building, bleachers, bases, prepared infield and outfield, all markings, bull pen, and batting cage, complete in place, per lump sum:		
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Eighty Two Thousand  $\frac{4}{100}$  s 82000<sup>00</sup> s 82000<sup>00</sup>

40.	1 l.s.	Wastewater treatment system at the community center, complete in place, per lump sum:		
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Twenty Eight Thousand  $\frac{4}{100}$  s 28000<sup>00</sup> s 28000<sup>00</sup>

41.	1 l.s.	Wastewater treatment system at the concession building, complete in place, per lump sum:		
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Twenty Four Thousand  $\frac{4}{100}$  s 24000<sup>00</sup> s 24000<sup>00</sup>

42.	1 l.s.	Wastewater irrigation system at the community center, complete in place, per lump sum:		
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Eight Thousand  $\frac{4}{100}$  s 8000<sup>00</sup> s 8000<sup>00</sup>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
43.	1 l.s.	Wastewater irrigation system at the concession building, complete in place, per lump sum:			
		Six Thousand $\frac{1}{4}$ $\frac{00}{100}$	\$ 6000 <sup>00</sup>	\$ 6000 <sup>00</sup>	
44.	1 l.s.	Drill and develop new water well, complete in place, per lump sum:			
		Twenty One Thousand $\frac{1}{4}$ $\frac{00}{100}$	\$ 21000 <sup>00</sup>	\$ 21000 <sup>00</sup>	
45.	1 l.s.	Water well irrigation system for the entire site, complete in place, per lump sum:			
		Twenty Two Thousand $\frac{1}{4}$ $\frac{00}{100}$	\$ 22000 <sup>00</sup>	\$ 22000 <sup>00</sup>	
46.	1 l.s.	Potable water system for the entire site including site drinking fountains, complete in place, per lump sum:			
		Eighteen Thousand $\frac{1}{4}$ $\frac{00}{100}$	\$ 18000 <sup>00</sup>	\$ 18000 <sup>00</sup>	

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
47.	1 l.s.	Remainder of site fencing not included in the above bid items but including the pipe road gate and the split rail fence, complete in place, per lump sum:			
		<u>TWELVE THOUSAND 9<sup>00</sup>/100</u>		<u>\$ 12000<sup>00</sup></u>	<u>\$ 12000<sup>00</sup></u>
48.	1 l.s.	Site electrical improvements including, but not limited to, parking lighting, and field and court lighting, complete in place, per lump sum:			
		<u>TWO HUNDRED THOUSAND 0<sup>00</sup>/100</u>		<u>\$ 200000<sup>00</sup></u>	<u>\$ 200000<sup>00</sup></u>
49.	<del>1,050</del> 1626 l.f.	Silt fence, complete in place, per linear foot:			
		<u>ONE 9<sup>70</sup>/100</u>		<u>\$ 1<sup>70</sup></u>	<u>\$ 2764<sup>20</sup></u>
50.	65 l.f.	Rock berm, complete in place, per linear foot:			
		<u>FIFTEEN 9<sup>00</sup>/100</u>		<u>\$ 15<sup>00</sup></u>	<u>\$ 975<sup>00</sup></u>

## PROPOSAL &amp; BID SCHEDULE (continued)

## Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
50.	1 ea.	Stabilized construction entrance, complete in place, per linear foot:			
		ONE THOUSAND $\$^{00}/100$	\$ 1000 <sup>00</sup>	\$ 1000 <sup>00</sup>	
51.	1,195 l.f.	Trench shoring safety measures, complete in place, per linear foot:			
		ONE $\$^{20}/100$	\$ 1 <sup>20</sup>	\$ 1434 <sup>00</sup>	
52.	3,600 s.f.	Excavation shoring safety measures, complete in place, per square foot:			
		NO $\$^{60}/100$	\$ 0 <sup>60</sup>	\$ 2160 <sup>00</sup>	
53.	1 l.s.	Community center building including HVAC system and all appliances, excluding fireplace/BBQ, complete in place, per lump sum:			
		Eight <del>Seven</del> Hundred Fifty Five Thousand $\$^{00}/100$	\$ 855000 <sup>00</sup>	\$ 855000 <sup>00</sup>	
54.	1 l.s.	Concession building including all appliances, complete in place, per lump sum:			
		One Hundred Ninety Five Thousand $\$^{00}/100$	\$ 195000 <sup>00</sup>	\$ 195000 <sup>00</sup>	

# ATTACHMENT 'G'

VOL 0107 PAGE 344

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

## PROPOSAL & BID SCHEDULE (continued)

### Site Improvements

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION (UNIT PRICE IN WORDS)	UNIT	COST	TOTAL
55.	1 l.s.	Fireplace/BBQ @ community center building, complete in place, per lump sum:			

Twenty Thousand  $\frac{00}{100}$  s 20000<sup>00</sup> s 20000<sup>00</sup>

56.	1 l.s.	Memorial plaques, complete in place, per lump sum:			
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Nine Thousand  $\frac{00}{100}$  s 9000<sup>00</sup> s 9000<sup>00</sup>

TOTAL BID

s 2,883,259<sup>10</sup>

The following Alternates will be considered during the analysis of the bids.

Alternate No. 1 - Add/Deduct (circle one) for propane gas heating system in lieu of electric heating system for Community Center including, but not limited to, gas furnaces, gas water heater, gas ranges, gas plumbing, 500 gallon underground storage tank, and anything else to make a complete system.

s No Bid

Alternate No. 2 - Add/Deduct (circle one) for propane gas cooking system in lieu of electric cooking system for Concession Building including, but not limited to, gas water heater, gas ranges, gas plumbing, 250 gallon underground storage tank, and anything else to make a complete system.

s No Bid

Alternate No. 3 - Add/Deduct (circle one) for wooden utility poles of equivalent length in lieu of steel light poles at the baseball fields, basket ball court and tennis court.

s 5000<sup>00</sup>

## ATTACHMENT 'G'

THIS ATTACHMENT REPLACES PAGES 27 AND 28 OF THE BID DOCUMENTS

Alternate No. 4 -

Add Deduct (circle one) for 5" concrete pavement reinforced with #3 Bars @ 18" O.C.E.W. in lieu of asphaltic concrete pavement.

\$ 166000<sup>00</sup>

Alternate No. 5 -

Add Deduct (circle one) for grass sod in lieu of grass seeding.

\$ 50000<sup>00</sup>

The undersigned CONTRACTOR agrees and pledges to complete the work in full for the OWNER within 210 calendar days from the "Notice to Proceed". (The "Grand Opening Ceremony" will be held on May 27, 2000. All construction must be complete by this date.) The undersigned CONTRACTOR further agrees to pay as liquidated damages, the sum of One Hundred Dollars (\$100.00) per calendar day for the first fourteen (14) consecutive calendar days thereafter for which the work is not completed, as provided in the General Agreement. For each consecutive calendar day, in addition to the first fourteen (14) calendar days, for which the work is not completed as provided in the General Agreement, the undersigned CONTRACTOR further agrees to pay as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day.

The undersigned further declares that he will provide all necessary tools, machinery and apparatus, do all of the work and furnish all the materials and supplies, and do everything required to carry out the above-mentioned work covered by this proposal in strict accordance with the contract documents, and the requirements pertaining thereto, for the sum or sums above set forth.

Enclosed with this proposal is a certified or cashier's check for dollars (\$ 5% GAB), or acceptable bid bond in the sum of five per cent (5%) of the total bid, which it is agreed shall be retained by the OWNER as liquidated damages in the event this proposal is accepted by the OWNER and the undersigned fails to execute the conditions thereof within ten days after the date of said proposed being accepted; otherwise, said check or bond shall be returned to the undersigned CONTRACTOR upon demand.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned CONTRACTOR within thirty (30) days after the date of the opening of bids, or any time thereafter before this bid is withdrawn, the undersigned CONTRACTOR will, within ten (10) days after the date of such mailing or delivering of such notice, execute and deliver a contract in the form of Agreement to be attached to the specifications and bid as accepted. The undersigned CONTRACTOR hereby designates as his office to which such notice of acceptance be mailed or delivered:

### III. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

(Please Print or Type)

1. Name of Bidder: Jay-Reese Contractors, Inc.
2. Permanent main office address: 14532 Hamilton Pool Road  
Austin, Texas 78738
3. Telephone number: (512) 263.0072
3. When organized: November 1989
4. If a corporation, where incorporated: Texas
5. How many years have you been engaged in the contracting business under your present firm or trade name: 10 years
6. Contracts on hand: (Schedule these, showing amount of each contract and the approximate anticipated date of completion.):  
Colorado Co. Rest Areas \$3,980,667 Feb. 2000  
Gilbert Network Services \$364,779 Oct. 99  
Bradshaw Rd. Bridge Replcmt \$305,434 Nov. 99  
Farmer Lane - TXDOT Bldg \$2,221,000 June 2000
7. General character of work performed by your company: Commercial & Civil
8. Have you ever failed to complete any work awarded to you? If so, where and why?  
No



9. Have you ever defaulted on a contract? If so, where and why?

No

10. List the more important projects recently completed by your company (six most recent), stating the approximate cost for each, and the month and year completed.

Travis Co. Bridge Replacement	1,363,918	9.98
ADA Renovations - 6th & Brazos	671,477	4.99
TWC - Ft. Worth	556,430	2.99
Matagorda Co.	759,869	7.99
Bell County SH 317	1,317,870	9.99
Gilbert Network Services	453,524	8.99

11. List your major equipment available for this contract:

motor grader	roller-pneumatic
track loader	roller-sheeps foot
backhoe	manlift
water truck	crane
dump truck	

12. Experience in construction work similar in importance to this project.:

Colorado County Rest Areas

13. Background and experience of the principal members of your organization, including the officers:

Ron Albee-President civil & commercial 28 yrs.

(supt.) Terry Stevenson civil & commercial 30 yrs.

(supt.) John Aouelle civil & commercial 7 yrs.

14. Credit Available: \$200,000<sup>00</sup>

15. Give bank reference:

Compass Bank Acct. # 70314975  
Lori McGathy (512) 421-5946

16. Will you, upon request, fill out a detailed financial statement, and furnish any other pertinent information that may be required by the OWNER.

Yes

17. The undersigned hereby authorizes and requests any person, firms or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at 1:35 p.m. this, 4th day of October, 1999.

Jay-Reese Contractors, Inc.

Contractor

By:

Title:

Ron Albee  
President

STATE OF TexasCOUNTY OF Travis

Ron Albee being duly sworn deposes and says that  
 he is President of Jay-Reese Contractors, Inc. and that the  
 answers to the foregoing questions and all statements therein contained are true and correct.

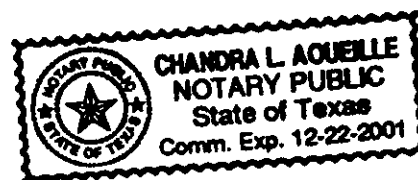
Subscribed and sworn to before me this 4th day of October, 1999.

Notary Public

Chandra L. Aouelle

In and For Travis County, Texas

My Commission expires 12-22-2001 to 15.



## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Jay-Reese Contractors, Inc.  
14532 Hamilton Pool Rd. Austin, TX 78738 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Capitol Indemnity Corporation  
P.O. Box 5900 4610 University Avenue Madison, WI 53705-0900 (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Wisconsin  
 as Surety, hereinafter called the Surety, are held and firmly bound unto  
Williamson County Commissioners' Court 710 Main Street Georgetown, TX 78626 (Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of five percent of the amount of the  
attached bid----- Dollars (\$---5\$-----),  
 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  
Construction of a park facility including Community Center building, concession  
building, softball/baseball fields and tennis courts. (Here insert full name, address and description of 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 and sealed this 5th day of October 1999

Chandra Acuña  
 (Witness)

Jay-Reese Contractors, Inc.

(Principal)

(Seal)

Tom Albee  
 (Title) PRESIDENT

Capitol Indemnity Corporation

(Surety)

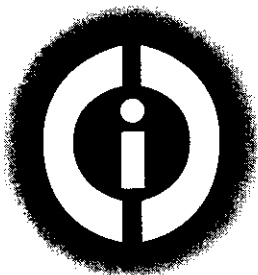
(Seal)

Jodi Z. Deifert  
 (Witness)

Janet L. Burkeland  
 (Title)

Janet L. Burkeland, Attorney-in-Fact





# Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVE., P.O. BOX 5900 MADISON, WISCONSIN 53705-0900

FIDELITY / SURETY

PHONE: (608) 231-4450 FAX: (608) 231-2029

## POWER OF ATTORNEY

No: 137742

Know all men by these Presents, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint GEORGE A. FAIT, JERRY A. UNDERWOOD, JOHN K. HOLLANDER, MICHAEL D. SPECHT,  
JAMES W. GOWER, MARK WIEBERSCH, MARK S. HOFFMANN, H. ALAN DUPUIS, PETER WALL,  
SALLY R. DAUBERT, CARLA ZICK, JANET L. BURKELAND

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

NOT TO EXCEED \$3,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 5th day of May 1960:

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its Secretary, this 1st day of June, 1993.

**CAPITOL INDEMNITY CORPORATION**

Attest:

*Virgiline M. Schulte*  
Virgiline M. Schulte, Secretary



*George A. Fait*  
George A. Fait, President

STATE OF WISCONSIN }

COUNTY OF DANE }

On the 1st day of June, A.D., 1993, before me personally came George A Fait, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is the President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to 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.

STATE OF WISCONSIN }

COUNTY OF DANE }



*Peter E. Hans*  
Peter E. Hans  
Notary Public, Dane Co., WI  
My Commission is Permanent

## CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison. Dated the 5th day of October, 1999



*Paul J. Breitmayer*  
Paul J. Breitmayer, Treasurer

AGENDA ITEM # 16OCTOBER 5, 1999

Consider authorizing payment of survey costs for needs assessment committee created by the court.

Cities and Williamson County Health District Karen Wilson advised Williamson County had been selected as one of 10 counties in the state by the Texas Department of Health to participate in Behavioral Risk Factor Surveillance Survey. Three hundred (300) county residents were randomly interviewed by telephone at the expense of Texas Department of Health.

A Community Assessments Steering Committee was appointed in Commissioners Court in May, 1999, (recorded in Volume 104, page 431 of Commissioners Court minutes).

"At the same time we were looking at the community assessment process and discussed with the staticians the procedure for compiling information for each community. The answer - an additional 1,000 people surveyed for total of 1,300." One-half the fee for additional 1,000 surveys conducted by Clearwater Research, Inc. totals \$32,784.00.

Most of the information will be available for the October 27, 1999, assessment forum which she is hoping all Commissioners and County Judge will attend.

Commissioner Heiligenstein advised the \$32,784.00 is to be divided equally with Williamson County responsible for \$16,392.00 and the hospitals will pay \$16,392.00.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve payment up to \$16,392.00 from tobacco settlement funds to Clearwater Research, Inc. for one-half county health needs assessment survey.

Vote: Motion carried 5 - 0

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