

AGENDA ITEM #36

Discuss and take appropriate action on change order from Farmers State Bank.

No action was taken on this agenda item.

AGENDA ITEM #37**OCTOBER 26, 1999**

Open and consider awarding, rejecting or extending re-bids for Lake Creek Tributary.

At 10:12 a.m. Judge Doerfler announced time to receive bids for Lake Creek Tributary.

At 10:15 a.m. Judge Doerfler announced time closed to receive bids for Lake Creek Tributary.

Bids were opened and read aloud from:

Austin Engineering Company, Inc.	\$3,743,565.00
Austin Filter System, Inc.	2,940,841.00
Pat Canion Excavating Company	2,204,884.85
C.C. Carlton Industries, Ltd.	2,740,170.00
Chasco Contracting	3,425,862.50
Central Plains contracting Company	2,512,617.90
Cherokee Constrauction, Inc.	2,731,998.10
Edward R. Coleman Construction, Inc.	2,088,004.84
Alternate	253,345.50
Deavers Construction Company, L.P.	1,931,843.00
Martin K. Eby Construction Co., Inc.	2,252,000.00
Handex of Texas, Inc.	2,185,913.51
Ranger Excavating, Inc.	3,067,518.50
Rogers Construction Company	3,669,839.40

Transit Mix Cement

\$56.00 cubic yard

Lake Creek Tributary (Project #2) bids were opened and read aloud from:

Lake Creek Tributary II

Austin Filter Systems, Inc	\$1,447,803.00
C.C. Carlton industries, Ltd	1,391,137.50
Chasco Contracting	1,713,741.00
Cherokee Construction, Inc.	2,051,324 00
Edward R. Coleman Construction, Inc.	1,181,026 66
Martin K. Eby Construction Co , Inc	1,476,000.00
Ross Construction, Inc	1,943,447 95

116

Moved: Commissioner Boatright

Second: Judge Doerfler

Motion: To note receipt and opening of bids for Lake Creek Tributary and Lake Creek Tributary II with awards to be made on November 9, 1999.

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

< Clerk copy here >

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: Austin Engineering Co., Inc.Mailing Address: P. O. Box 161990City: Austin State: Texas Zip: 78716-1990Telephone: (512) 327-1464 Fax: (512) 327-1765
Signature of Person Authorized to Sign BIDDate of BID: October 27, 1999Name and Title of Signer: James K. Bickley, Vice 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 BIDDING SHEET

CONTRACT: Drainage Improvements
 JOB NAME Lake Creek Channel Improvements
 JOB LOCATION Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>Eighteen</u> dollars and <u>No</u> cents	\$ <u>18⁰⁰</u>	\$ <u>3,200,958⁰⁰</u>
2	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>Five</u> dollars and <u>No</u> cents	\$ <u>5⁰⁰</u>	\$ <u>44,670⁰⁰</u>

118

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3	11	Ea	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>Thirty Four Hundred</u> dollars and <u>No</u> cents	\$ <u>3400⁰⁰</u>	\$ <u>37,400</u>
4	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>Eighty Eight</u> dollars and <u>No</u> cents	\$ <u>88⁰⁰</u>	\$ <u>242,000⁰⁰</u>
5	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>Thirty Six Thousand</u> dollars and <u>No</u> cents	\$ <u>36,000⁰⁰</u>	\$ <u>36,000⁰⁰</u>
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>Forty</u> dollars and <u>No</u> cents	\$ <u>40⁰⁰</u>	\$ <u>6,800⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>TWO</u> dollars and <u>NO</u> cents	\$ <u>2⁰⁰</u>	\$ <u>8902⁰⁰</u>
8	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>Twenty</u> dollars and <u>NO</u> cents	\$ <u>20⁰⁰</u>	\$ <u>14,400⁰⁰</u>
9	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>Fifteen Hundred</u> dollars and <u>NO</u> cents	\$ <u>1,500⁰⁰</u>	\$ <u>6,000⁰⁰</u>
10	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>NO</u> dollars and <u>Seventy Five</u> cents	\$ <u>0⁷⁵</u>	\$ <u>66,576⁰⁰</u>
11.	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>Eighteen Hundred</u> dollars and <u>NO</u> cents	\$ <u>1800⁰⁰</u>	\$ <u>1800⁰⁰</u>

120

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>Nineteen Thousand</u> dollars and <u>15c</u> cents	\$ <u>19,000⁰⁰</u>	\$ <u>38,000⁰⁰</u>
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>Fifty Six Hundred</u> dollars and <u>15c</u> cents	\$ <u>5,600⁰⁰</u>	\$ <u>5,600⁰⁰</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>Twelve Thousand</u> dollars and <u>15c</u> cents	\$ <u>12,000⁰⁰</u>	\$ <u>12,000⁰⁰</u>
15.	22	LF	Install 12 in SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>One Hundred Sixty</u> dollars and <u>15c</u> cents	\$ <u>160⁰⁰</u>	\$ <u>3,520⁰⁰</u>
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>Forty Eight Hundred</u> dollars and <u>15c</u> cents	\$ <u>4,800⁰⁰</u>	\$ <u>4,800⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for <u>Three</u> dollars and <u>150</u> cents	\$ <u>3⁰⁰</u>	\$ <u>14,139⁰⁰</u>

TOTAL CONTRACT AMOUNT

\$ 3,743,565⁰⁰

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
-------------	----------	------	--	---------------	--------

ADD/ALTERNATE ITEMS

A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>Eight</u> dollars and <u>No</u> cents	\$ <u>8⁰⁰</u>	\$ <u> </u>
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>Two</u> dollars and <u>N</u> cents	\$ <u>2⁰⁰</u>	\$ <u>3,37,794⁰⁰</u>

**Bid Bond
(Percentage)**

KNOW ALL PERSONS BY THESE PRESENTS, That we Austin Engineering Co., Inc.

of Austin, Texas

, hereinafter referred to as the Pnnicipal, and

Continental Casualty Company

as Surety, are held and firmly bound unto Williamson County Purchasing Department

of Georgetown, Texas

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

Five (5%) Percent of the amount bid

Dollars (-----5%-----), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for

Lake Creek Project

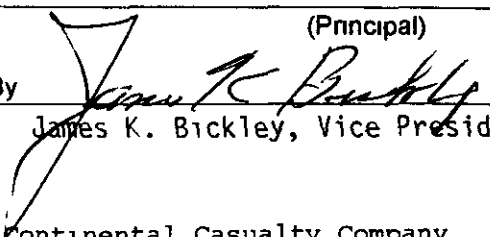
NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee, or if Pnnicipal shall fail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

SIGNED, SEALED AND DATED this 25th day of October , 1999,

Austin Engineering Co., Inc.

(Pnnicipal)

By


James K. Bickley, Vice President

(Seal)

Continental Casualty Company

(Surety)

By


John W. Schuler,

(Seal)
Attorney-in-fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That CONTINENTAL CASUALTY COMPANY, an Illinois corporation, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a Connecticut corporation, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a Pennsylvania corporation (herein collectively called "the CNA Surety Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signature and seals herein affixed hereby make, constitute and appoint John W. Schuler, Paul Cameron, Individually

of Austin, Texas

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

- in Unlimited Amounts -

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

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

In Witness Whereof, the CNA Sureties Companies have caused these presents to be signed by their Group Vice President and their corporate seals to be hereto affixed on this 11th day of June, 1997



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

M C Vonnahme

Group Vice President

State of Illinois, County of Cook, ss

On this 11th day of June, 1997, before me personally came

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



My Commission Expires June 5, 2000

Eileen T. Pachuta

Notary Public

CERTIFICATE

I, Robert E. Ayo, Assistant Secretary of CONTINENTAL CASUALTY COMPANY, NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, and AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of each corporation printed on the reverse hereof are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seals of the said corporations this 25th day of October, 1999



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

Robert E. Ayo

Assistant Secretary

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: AUSTIN FILTER SYSTEMS, INC.

Mailing Address: 13653 RUTLEDGE SPUR

City: AUSTIN State: TX Zip: 78717-1016

Telephone: (512) 331-6673 Fax: (512-381-6687

Date of BID: OCTOBER 26, 1999

Signature of Person Authorized to Sign BID

Name and Title of Signer: MARK TOUNGATE -- 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

BIDDER: AUSTIN FILTER SYSTEMS, INC.

PROPOSAL BIDDING SHEET

CONTRACT: Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>FOURTEEN</u> dollars and <u>SEVENTY-SEVEN</u> cents	\$ <u>14.77</u>	\$ <u>2,626,563.87</u>
2	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>ONE</u> dollars and <u>FIFTEEN</u> cents	\$ <u>1.15</u>	\$ <u>10,274.10</u>

BIDDER: AUSTIN FILTER SYSTEMS, INC.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>ONE THOUSAND EIGHT HUNDRED</u> dollars and <u>NO</u> cents	<u>\$ 1,800.00</u>	<u>\$ 19,800.00</u>
4	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>THIRTY-NINE</u> dollars and <u>NO</u> cents	<u>\$ 39.00</u>	<u>\$ 107,250.00</u>
5	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>TWENTY-TWO THOUSAND</u> dollars and <u>NO</u> cents	<u>\$ 22,000.00</u>	<u>\$ 22,000.00</u>
6	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>THIRTY-EIGHT</u> dollars and <u>NO</u> cents	<u>\$ 38.00</u>	<u>\$ 6,460.00</u>

BIDDER: AUSTIN FILTER SYSTEMS, INC.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>ONE</u> dollars and <u>FORTY-FIVE</u> cents	\$ <u>1.45</u>	\$ <u>6,453.95</u>
8	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>NINETEEN</u> dollars and <u>NO</u> cents	\$ <u>19.00</u>	\$ <u>13,680.00</u>
9	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>ONE THOUSAND</u> dollars and <u>NO</u> cents	\$ <u>1,000.00</u>	\$ <u>4,000.00</u>
10	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>NO</u> dollars and <u>SEVENTY-FIVE</u> cents	\$ <u>.75</u>	\$ <u>66,576.00</u>
11	1	Ea.	Install vent on existing wastewater manhole, complete in place per each <u>ONE THOUSAND, NINE HUNDRED</u> for <u>NINETY-SEVEN</u> dollars and <u>EIGHTY-EIGHT</u> cents	\$ <u>1,997.88</u>	\$ <u>1,997.88</u>

BIDDER: AUSTIN FILTER SYSTEMS, INC.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12	2	Ea	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>TEN THOUSAND, NINE HUNDRED</u> dollars and <u>NO</u> cents	\$ <u>10,900.00</u>	\$ <u>21,800.00</u>
13	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>ONE THOUSAND, NINE HUNDRED FIFTY</u> dollars and <u>NO</u> cents	\$ <u>1,950.00</u>	\$ <u>1,950.00</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>FOURTEEN THOUSAND NINE HUNDRED</u> dollars and <u>NO</u> cents	\$ <u>14,900.00</u>	\$ <u>14,900.00</u>
15.	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>NINETY-TWO</u> dollars and <u>NO</u> cents	\$ <u>92.00</u>	\$ <u>2,024.00</u>
16	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>THREE THOUSAND EIGHT HUNDRED</u> dollars and <u>NO</u> cents	\$ <u>3,800.00</u>	\$ <u>3,800.00</u>

BIDDER: AUSTIN FILTER SYSTEMS, INC.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17.	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for <u>TWO</u> dollars and <u>FORTY</u> cents	\$ <u>2.40</u>	\$ <u>11,311.20</u>

TOTAL CONTRACT AMOUNT

\$ 2,940,841.00

WRITTEN WORDS: TWO MILLION, NINE HUNDRED FORTY THOUSAND, EIGHT HUNDRED FORTY-ONE
DOLLARS AND NO CENTS.

BIDDER: AUSTIN FILTER SYSTEMS, INC.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
<u>ADD/ALTERNATE ITEMS</u>					
A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>NINE</u> dollars and <u>NO</u> cents	\$ <u>9.00</u>	\$ _____
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>ONE</u> dollars and <u>FIFTEEN</u> cents	\$ <u>1.15</u>	\$ _____

COMMERCIAL INDEMNITY**Insurance Company**

BID BOND

BOND NUMBER BD41183**KNOW ALL MEN BY THESE PRESENTS:**

THAT Austin Filter Systems, Inc , 13653 Rutledge Spur, TX, 787171016 as Principal, and **COMMERCIAL INDEMNITY INSURANCE COMPANY**, as Surety, are held and firmly bound unto Williamson County, Texas, 710 Main Street, Georgetown, TX, 78626 as Oblige, in the full and just sum of Five (5%) percent of the amount bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal is hereby submitting its proposal for **Lake Creek Channel Improvements, Project No. 00WC201**

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

Signed, sealed and delivered 15th day of October, 1999

Austin Filter Systems, Inc.

PRINCIPAL

By [Signature] (SEAL)

MARK TOUNGATE - PRESIDENT

COMMERCIAL INDEMNITY INSURANCE COMPANY

By [Signature] (SEAL)

Anna M. Hilt,

ATTORNEY-IN-FACT

BIDDER: AUSTIN FILTER SYSTEMS, INC.

Commercial Indemnity Insurance Company
2550 S IH 35, Suite 100
Austin, Texas 78704

COMMERCIAL
INDEMNITY INSURANCE CO.

BD41183
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7th day of April, 1999, to wit

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

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

Anna M. Hilt

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows

The Obligation of the Company shall not exceed one million (\$1,000,000 00) Dollars

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

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

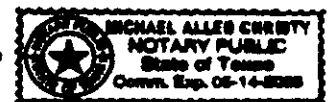


John W. Schuler
John W. Schuler, President

State of Texas
County of Travis

On this 7th day of April, in the year 1999, before me Michael Allen Christy, a notary public, personally appeared John W. Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it

Michael Allen Christy



Commission Expires 5-14-2003

Michael Allen Christy, Notary Public

CERTIFICATE

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

Signed and Sealed at the said Company at Austin, Texas dated this 15th day of October, 1999



Joel T. Massey

Joel T. Massey, Secretary

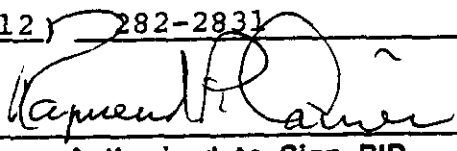
WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: PAT CANION EXCAVATING CO.Mailing Address: P.O. Box 908City: Manchaca State: TX Zip: 78652-0908Telephone: (512) 282-2831 Fax: (512) 282-2832Signature of Person Authorized to Sign BID  Date of BID: 10/26/99Name and Title of Signer: Raymond P. Canion, 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

EXCEPTIONS:

With reference to number 4 of the BID INSTRUCTION REQUIREMENTS,
please be advised this bid good for 60 days from bid date.

Our completion time for project is 240 calendar days.

A handwritten signature in black ink, appearing to read "Raymond P. O'Connell", with a long horizontal flourish extending to the right.

PROPOSAL BIDDING SHEET

CONTRACT Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>Nine</u> dollars and <u>Thirty Five</u> cents	\$ <u>9³⁵</u>	\$ <u>1,662,719⁸⁵</u>
2.	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>Six</u> dollars and <u>Thirty</u> cents	\$ <u>6³⁰</u>	\$ <u>56,284²⁰</u>

12"

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>Three Thousand</u> dollars and <u>No</u> cents	\$ <u>3,000⁰⁰</u>	\$ <u>33,000⁰⁰</u>
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>Fifty Eight</u> dollars and <u>No</u> cents	\$ <u>58⁰⁰</u>	\$ <u>159,500⁰⁰</u>
5.	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>Twenty Thousand</u> dollars and <u>No</u> cents	\$ <u>20,000⁰⁰</u>	\$ <u>20,000⁰⁰</u>
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>Twenty</u> dollars and <u>No</u> cents	\$ <u>20⁰⁰</u>	\$ <u>3,400⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>One</u> dollars and <u>Forty Five</u> cents	\$ <u>1.45</u>	\$ <u>6,453.95</u>
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>Seventeen</u> dollars and <u>Eighty</u> cents	\$ <u>17.50</u>	\$ <u>12,600.00</u>
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>Eight Hundred Forty</u> dollars and <u>No</u> cents	\$ <u>840.00</u>	\$ <u>3,360.00</u>
10.	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>Two</u> dollars and <u>Ten</u> cents	\$ <u>2.10</u>	\$ <u>186,412.80</u>
11.	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>Twenty Five Hundred</u> dollars and <u>No</u> cents	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>Nine Hundred Fifty Five</u> dollars and <u>No</u> cents	\$ <u>9,555⁰⁰</u>	\$ <u>19,110⁰⁰</u>
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>Twenty Six Hundred Twenty Five</u> dollars and <u>No</u> cents	\$ <u>2,625⁰⁰</u>	\$ <u>2,625⁰⁰</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>Twenty One Thousand</u> dollars and <u>No</u> cents	\$ <u>21,000⁰⁰</u>	\$ <u>21,000⁰⁰</u>
15.	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>Two Hundred</u> dollars and <u>No</u> cents	\$ <u>100⁰⁰</u>	\$ <u>2,200⁰⁰</u>
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>Five Thousand</u> dollars and <u>No</u> cents	\$ <u>5,000⁰⁰</u>	\$ <u>5,000⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot		
			for <u>One</u> dollars		
			and <u>Eighty Five</u> cents	\$ <u>1.85</u>	\$ <u>8,719.⁰⁵</u>

TOTAL CONTRACT AMOUNT

\$ 2,204,884.⁸⁵

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
-------------	----------	------	--	---------------	--------

ADD/ALTERNATE ITEMS

A/A1 0 CY Haul off unsuitable excavated materials
including loading, hauling and disposal,
complete per cubic yard
for Seven dollars
and 50 cents \$ 7.50 \$ —

A/A2 168,897 CY Spread, compact and grade designated
stockpile areas including 8 in. lifts,
watering, compacting and grading (testing
by others), complete in place per cubic yard
for Two dollars
and Ten cents \$ 2.10 \$ 354,683.70

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

BOND NUMBER BD41197

KNOW ALL MEN BY THESE PRESENTS:

THAT Pat Canion Excavating Company, P O Box 908, Manchaca, Texas 78652-0908 as Principal, and **COMMERCIAL INDEMNITY INSURANCE COMPANY**, as Surety, are held and firmly bound unto Williamson County, Williamson County Courthouse, Commissioners Court Rm 2nd Flr, 710 Main Street, Georgetown, TX 78620 as Oblige, in the full and just sum of Five (5%) percent of the amount bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal is hereby submitting its proposal for Lake Creek Project, Channel Improvements, Project No 00WC201

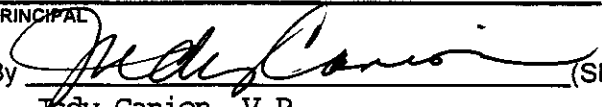
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract,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

Signed, sealed and delivered 13th day of October, 1999

Pat Canion Excavating Company


PRINCIPAL

By

 (SEAL)
Judy Canion, V.P.

COMMERCIAL INDEMNITY INSURANCE COMPANY

By

 (SEAL)
Anna M Hilt, ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
2550 S IH 35, Suite 100
Austin, Texas 78704

COMMERCIAL
INDEMNITY INSURANCE CO.

VOL 0107 PAGE 701

BD41197

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7th day of April, 1999, to wit

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

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

Anna M. Hilt

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows

The Obligation of the Company shall not exceed one million (\$1,000,000 00) Dollars

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

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

State of Texas

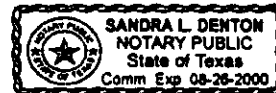
County of Travis



John W. Schuler
John W. Schuler, President

On this 7th day of April, in the year 1999, before me Sandra L. Denton, a notary public, personally appeared John W. Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it

Sandra L. Denton



Commission Expires 8-26-2000

Sandra L. Denton, Notary Public

CERTIFICATE

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

Signed and Sealed at the said Company at Austin, Texas dated this 13th day of October, 19 99



Joel T. Massey
Joel T. Massey, Secretary

144

COPY

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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.Mailing Address: 662 Brazos, Ste. 210City: Austin State: TX Zip: 78701Telephone: (512) 476-4282 Fax: (512) 476-4286Signature of Person Authorized to Sign BID: C. Craig Carlton Manager Date of BID: 10-26-99Name and Title of Signer: C. Craig Carlton - Manager
(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

145

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

Page 8 of 10

PROPOSAL BIDDING SHEET

CONTRACT Drainage Improvements
 JOB NAME Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER. Williamson County, Texas

Gentlemen

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>Twelve</u> dollars and <u>Eighty</u> cents	\$ <u>12.80</u>	\$ <u>2,276,236.80</u>
2	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>FIVE</u> dollars and <u>ZERO</u> cents	\$ <u>5.00</u>	\$ <u>44670.00</u>

C.C. CARLTON INDUSTRIES, LTD.
 612 BRAZOS STE 210
 AUSTIN, TEXAS 78701

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>THREE THOUSAND</u> dollars and <u>ZERO</u> cents	\$ <u>3000⁰⁰</u>	\$ <u>33000.00</u>
4	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>SEVENTY</u> dollars and <u>ZERO</u> cents	\$ <u>70⁰⁰</u>	\$ <u>192,500.00</u>
5	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>THIRTY THOUSAND</u> dollars and <u>ZERO</u> cents	\$ <u>30,000⁰⁰</u>	\$ <u>30,000.00</u>
6	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>FORTY</u> dollars and <u>ZERO</u> cents	\$ <u>40⁰⁰</u>	\$ <u>6800.00</u>

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>FOUR</u> dollars and <u>ZERO</u> cents	\$ <u>4⁰⁰</u>	\$ <u>17804.00</u>
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>FORTY TWO</u> dollars and <u>ZERO</u> cents	<u>20⁰⁰ CC</u> \$ <u>14400.00</u> \$ 28800.00 CC	\$ <u>14400.00</u>
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>ONE THOUSAND FIVE HUNDRED</u> dollars and <u>ZERO</u> cents	\$ <u>1500⁰⁰</u>	\$ <u>6000.00</u>
10	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>ZERO</u> dollars and <u>FORTY</u> cents	\$ <u>0⁴⁰</u>	\$ <u>35507.20</u>
11	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>TWO THOUSAND</u> dollars and <u>ZERO</u> cents	\$ <u>2000⁰⁰</u>	\$ <u>2000.00</u>

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>NINETEEN THOUSAND</u> dollars and <u>ZERO</u> cents	\$ <u>19000⁰⁰</u>	\$ <u>38000.00</u>
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>TEN THOUSAND</u> dollars and <u>ZERO</u> cents	\$ <u>10,000⁰⁰</u>	\$ <u>10,000.00</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>FIVE THOUSAND</u> dollars and <u>ZERO</u> cents	\$ <u>5000⁰⁰</u>	\$ <u>5000.00</u>
15	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>TWO HUNDRED</u> dollars and <u>ZERO</u> cents	\$ <u>200⁰⁰</u>	\$ <u>4400.00</u>
16	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>FIVE THOUSAND</u> dollars and <u>ZERO</u> cents	\$ <u>5000⁰⁰</u>	\$ <u>5000.00</u>

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for <u>FOUR</u> dollars and <u>ZERO</u> cents	\$ <u>4⁰⁰</u>	\$ <u>18852.00</u>

TOTAL CONTRACT AMOUNT

\$ 2,740,170.00

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

150

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
-------------	----------	------	--	---------------	--------

ADD/ALTERNATE ITEMS

A/A1 0 CY Haul off unsuitable excavated materials
including loading, hauling and disposal,
complete per cubic yard
for THIRTY dollars
and ZERO cents \$ 30⁰⁰ \$ 0.00

A/A2 168,897 CY Spread, compact and grade designated
stockpile areas including 8 in. lifts,
watering, compacting and grading (testing
by others), complete in place per cubic yard
for TWO dollars 2⁵⁰ 422,242.50
and 99 ~~ZERO~~ FIFTY cents \$ 2⁰⁰ \$ 337,794.00 99

G.C. CARLTON INDUSTRIES, LTD.
812 BRAZOS STE 210
AUSTIN, TEXAS 78701

Fidelity and Guaranty Insurance Underwriters, Inc.

Baltimore, Maryland
A Stock Company

VOL 0107 PAGE 709

Bid Bond

Bond Number

Know All Men By These Presents:

That C. C. Carlton Industries, Ltd.
of Austin, TX
as Principal, and the other undersigned, as Surety, are
held and firmly bound unto Williamson County

as Oblige, in the full and just sum of 5% of bid by the Principal

Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

Whereas, the said Principal is herewith submitting its proposal for the Lake Creek Project-Channel
Improvements Bid #00WC201.

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

Signed, sealed and delivered 10/26/99
(Date)

C. C. Carlton Industries, Ltd. (Seal)

Delia Holmes, Secretary of C. C. Carlton Industries, Ltd.
Fidelity and Guaranty Insurance Underwriters, Inc.
(a Wisconsin Corporation)

John W. Wagner

John W. Wagner
John W. Wagner

Attorney-in-fact

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 **Roberta 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 AD 1998.

Fidelity and Guaranty Insurance Underwriters, Inc.(Signed) By [Signature] Vice President(Signed) By [Signature] Assistant Secretary

State of Maryland)

SS

Baltimore City)

On this 2nd day of October AD 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, 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 AD 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 26th day of October 1999



[Signature]
Assistant Secretary

RECORDERS MEMORANDUM

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

153

COPY

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: Chasco ContractingMailing Address: P.O. Box 1057City: Round Rock State: TX Zip: 78680Telephone: (512) 244-0600 Fax: (512) 244-0489Signature of Person  Authorized to Sign BID Date of BID: 10/26/99Name and Title of Signer: Chaz Glace, CEO
(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 BIDDING SHEET

CONTRACT: Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>Sixteen</u> dollars and <u>NO</u> cents	\$ <u>16</u>	\$ <u>2,845,296.</u>
2.	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>Four</u> dollars and <u>NO</u> cents	\$ <u>4</u>	\$ <u>35,736</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>Forty-Three Hundred</u> dollars and <u>NO</u> cents	\$ <u>4300</u>	\$ <u>47,300</u>
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>Sixty-Eight</u> dollars and <u>NO</u> cents	\$ <u>68</u>	\$ <u>187,000</u>
5.	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>Thirty-One Thousand</u> dollars and <u>NO</u> cents	\$ <u>31,000</u>	\$ <u>31,000</u>
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>Fifteen</u> dollars and <u>NO</u> cents	\$ <u>15</u>	\$ <u>2,550</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>Two</u> dollars and <u>No</u> cents	\$ <u>2</u> ⁻	\$ <u>8902</u> ⁻
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>Twenty-Six</u> dollars and <u>No</u> cents	\$ <u>26</u> ⁻	\$ <u>18,720</u> ⁻
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>Twelve Hundred</u> dollars and <u>No</u> cents	\$ <u>1200</u> ⁻	\$ <u>4800</u> ⁻
10.	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>Two</u> dollars and <u>No</u> cents	\$ <u>2</u> ⁻	\$ <u>177,536</u> ⁻
11	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>Twelve Hundred</u> dollars and <u>No</u> cents	\$ <u>1200</u> ⁻	\$ <u>1200</u> ⁻

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>Fourteen Thousand Three Hundred</u> dollars and <u>No</u> cents	\$ <u>14,300</u>	\$ <u>28,600</u>
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>Three Thousand</u> dollars and <u>No</u> cents	\$ <u>3000</u>	\$ <u>3000</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>Five Thousand Eight Hundred</u> dollars and <u>No</u> cents	\$ <u>5800</u>	\$ <u>5800</u>
15	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>Six Hundred Twenty</u> dollars and <u>No</u> cents	\$ <u>620</u>	\$ <u>13640</u>
16	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>Three Thousand</u> dollars and <u>No</u> cents	\$ <u>3000</u>	\$ <u>3000</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17.	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot		
			for <u>Two</u> dollars		
			and <u>Fifty</u> cents	\$ <u>2⁵⁰</u>	\$ <u>11,782⁵⁰</u>

TOTAL CONTRACT AMOUNT

\$ 3425,862⁵⁰

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
-------------	----------	------	--	---------------	--------

ADD/ALTERNATE ITEMS

A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>Twelve</u> dollars and <u>NO</u> cents	\$ <u>12</u>	\$
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>Two</u> dollars and <u>Seventy</u> cents	\$ <u>2⁷⁰</u>	\$ <u>456,021⁹⁰</u>



Bid Bond
Surety Department

Bond No

KNOW ALL MEN BY THESE PRESENTS,

That we,

CHASCO CONTRACTING

as Principal, hereinafter called the Principal, and the **HARTFORD FIRE INSURANCE COMPANY**, a corporation created and existing under the laws of the State of **CONNECTICUT**, whose principal office is in **HARTFORD**, as Surety, hereinafter called the Surety, are held and firmly bound unto

Williamson County, Texas

as Obligee, hereinafter called the Obligee, in the sum of 5% of bid amount 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

Lake Creek Channel Improvements

Bid number 00WC201

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 biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials 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 26th day of October A.D. 1999

Witness

(If Individual)

CHASCO CONTRACTING

(Principal)

(SEAL)

By

(Title) Chaz Glace, CEO

(SEAL)

Attest

(If Corporation)

Suzanne A. Merriman

(SEAL)

Hartford Fire Insurance Company

(SEAL)

Attest

Julie Bues

By

Nina Smith

Nina Smith Attorney-in-fact

(Title)

(SEAL)

161

(Approved by the American Institute of Architects,
A I A Document No A-310, 1970 Edition)

Hartford, Connecticut

POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford County of Hartford, State of Connecticut, does hereby make, constitute and appoint

**ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, VIOLET FROSCH,
NINA SMITH and ROBERT K. NITSCHKE
of GIDDINGS, TEXAS**

its true and lawful Attorney(s)-in-Fact with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above to sign execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust, guaranteeing the performance of contracts other than insurance policies, guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, ("the Company") as amended by the Board of Directors at a meeting duly called and held on July 9, 1997 as follows

ARTICLE IV

SECTION 7 The President or any Vice President or Assistant Vice-President, acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings, recognizances contracts of indemnity and other writings obligatory in the nature thereof and such instruments so signed and executed with or without the common seal shall be valid and binding upon the Company

SECTION 8 The President or any Vice-President or any Assistant Vice President acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof one or more resident Vice Presidents resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such resident Vice-President, resident Assistant Secretary or Attorney-in-Fact, and revoke the power and authority given to him

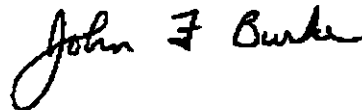
Resolved, that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon 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 to which it is attached

In Witness Whereof, HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 15th day of September, 1997

Attest:

HARTFORD FIRE INSURANCE COMPANY





Richard A. Hermanson, Secretary

John F. Burke, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS.

On this 15th day of September, A D 1997, before me personally came John F. Burke, to me known, who being by me duly sworn, did depose and say that he resides in the County of Hartford State of Connecticut, that he is the Assistant Vice-President of HARTFORD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS.




Jean H. Wozniak
Notary Public
My Commission Expires June 30, 1999

I, the undersigned, Secretary of HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore, that Article IV, Sections 7 and 8 of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, set forth in the Power of Attorney, are now in force

Signed and sealed at the City of Hartford

Dated the 26th day of October 19 99




Robert L. Post, Secretary

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: Central Plains Contracting CompanyMailing Address: P.O. Box 249
City: Shawnee Mission State: KS Zip: 66201Telephone: (913) 236-6100 Fax: (913) 236-4052Donald E. Mersman Date of BID: 10/26/99
Signature of Person Authorized to Sign BIDName and Title of Signer: Donald E. Mersman, 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

163

PROPOSAL BIDDING SHEET

CONTRACT: Drainage Improvements
JOB NAME: Lake Creek Channel Improvements
JOB LOCATION: Southwest Williamson County
OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for _____ Ten dollars and _____ Fifty cents	\$ 10.50	\$1,867,225.50
2.	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for _____ Five dollars and _____ no cents	\$ 5.00	\$ 44,670.00

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>Two Thousand</u> dollars and <u>no</u> cents	<u>\$2,000.00</u>	<u>\$ 22,000.00</u>
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>One Hundred Twenty Five</u> dollars and <u>no</u> cents	<u>\$ 125.00</u>	<u>\$ 343,750.00</u>
5.	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>Thirty Five Thousand</u> dollars and <u>no</u> cents	<u>\$5,000.00</u>	<u>\$ 35,000.00</u>
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>Twenty</u> dollars and <u>no</u> cents	<u>\$ 20.00</u>	<u>\$ 3,400.00</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>Four</u> dollars and <u>no</u> cents	\$ <u>4.00</u>	\$ <u>17,804.00</u>
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>Thirty Five</u> dollars and <u>no</u> cents	\$ <u>35.00</u>	\$ <u>25,200.00</u>
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>Three Thousand</u> dollars and <u>no</u> cents	\$ <u>3,000.00</u>	\$ <u>12,000.00</u>
10.	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>Zero</u> dollars and <u>fifty five</u> cents	\$ <u>0.55</u>	\$ <u>48,822.40</u>
11.	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>Five Hundred</u> dollars and <u>no</u> cents	\$ <u>500.00</u>	\$ <u>500.00</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>Thirty Thousand</u> dollars and <u>no</u> cents	\$ <u>30,000.00</u>	\$ <u>60,000.00</u>
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>Seven Thousand</u> dollars and <u>no</u> cents	\$ <u>7,000.00</u>	\$ <u>7,000.00</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>Twelve Thousand</u> dollars and <u>no</u> cents	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
15	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>Sixty</u> dollars and <u>no</u> cents	\$ <u>60.00</u>	\$ <u>1,320.00</u>
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>Two Thousand Five Hundred</u> dollars and <u>no</u> cents	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17.	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for _____ Two dollars and _____ no cents	\$ 2.00	\$ 9,426.00

TOTAL CONTRACT AMOUNT**\$ 2,512,617.90**

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
ADD/ALTERNATE ITEMS					
A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>Twenty Five</u> dollars and <u>no</u> cents	\$ <u>25.00</u>	\$ <u>0.00</u>
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>Three</u> dollars and <u>no</u> cents	\$ <u>3.00</u>	\$ <u>506,691.00</u>

COPY

VOL 0107 PAGE 727

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: CHEROKEE CONSTRUCTION, INC. (bottom of each sheet)

Mailing Address: 11652 JOLLYVILLE ROAD
City: AUSTIN State: TX Zip: 78759

Telephone: (512) 249-7180 Fax: (512) 258-2867

[Signature] Date of BID: 10/26/99
Signature of Person Authorized to Sign BID

Name and Title of Signer: PETER KELLE, 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

170

Page 8 of 10

CHEROKEE

PROPOSAL BIDDING SHEET

CONTRACT: Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>THIRTEEN</u> dollars and <u>FIFTY</u> cents	\$ <u>13.⁵⁰</u>	\$ <u>2,400,718.⁵⁰</u>
2.	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>SIX</u> dollars and <u>No</u> cents	\$ <u>6.-</u>	\$ <u>53,604.-</u>

171

CHEROKEE

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>EIGHT HUND</u> dollars and <u>No</u> cents	<u>\$800.-</u>	<u>\$8,800.-</u>
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>THIRTY</u> dollars and <u>No</u> cents	<u>\$30.-</u>	<u>\$82,500.-</u>
5.	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>TWENTY SIX THOUS</u> dollars and <u>No</u> cents	<u>\$26,000</u>	<u>\$26,000</u>
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>EIGHTEEN</u> dollars and <u>No</u> cents	<u>\$18.-</u>	<u>\$3,060.-</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>FOUR</u> dollars and <u>NO</u> cents	<u>\$4.00</u>	<u>\$17,801.-</u>
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>THIRTY</u> dollars and <u>NO</u> cents	<u>\$30.-</u>	<u>\$21,600.-</u>
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>TWO THOUSAND</u> dollars and <u>NO</u> cents	<u>\$2,000.-</u>	<u>\$8,000.-</u>
10.	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>NO</u> dollars and <u>FORTY FIVE</u> cents	<u>\$.45</u>	<u>\$39,945.⁶⁰</u>
11.	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>FIFTEEN HUND</u> dollars and <u>NO</u> cents	<u>\$1,500</u>	<u>\$1,500.-</u>

CHEROKEE

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>THIRTEEN THOUS</u> dollars and <u>NO</u> cents	<u>\$13,000</u>	<u>\$26,000.-</u>
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>EIGHTEEN THOUS</u> dollars and <u>NO</u> cents	<u>\$1,800</u>	<u>\$1,800.-</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>FOUR THOUS</u> dollars and <u>NO</u> cents	<u>\$4,000.-</u>	<u>\$4,000.-</u>
15.	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>ONE HUND & FIFTY FIVE</u> dollars and <u>NO</u> cents	<u>\$154.-</u>	<u>\$3,388</u>
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>FIVE THOUS</u> dollars and <u>NO</u> cents	<u>\$5,000</u>	<u>\$5,000.-</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17.	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for <u>Six</u> dollars and <u>No</u> cents	<u>\$6.-</u>	<u>\$28,278.-</u>

TOTAL CONTRACT AMOUNT

\$2,731,998.¹⁰

TWO MILLION, SEVEN HUNDRED & THIRTY ONE
THOUSAND, NINE HUNDRED & NINETY EIGHT
DOLLARS & TEN CENTS

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
----------	----------	------	---	------------	--------

ADD/ALTERNATE ITEMS

A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>Twelve</u> dollars and <u>No</u> cents	\$ <u>12.-</u>	\$ <u>-0-</u>
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>ONE</u> dollars and <u>THIRTY</u> cents	\$ <u>1.30</u>	\$ <u>219,566.¹⁰</u>

CHECKEE

COMMERCIAL INDEMNITY**Insurance Company****BID BOND****BOND NUMBER BD41226****KNOW ALL MEN BY THESE PRESENTS:**

THAT Cherokee Construction, 11652 Jollyville Road, Austin, TX 78759 as Principal, and COMMERCIAL INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto Williamson County Auditor's Office, 710 Main Street, Suite 303, Georgetown, TX 78620 as Obligee, in the full and just sum of Five (5%) percent of the amount bid— lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal is hereby submitting its proposal for Lake Creek Project, Bid No. 00WC201.

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

Signed, sealed and delivered October 25th, 1999

Cherokee Construction

PRINCIPAL

By

John W. Schuler, President (SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By

John W. Schuler (SEAL)

John W. Schuler, ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
2550 S IH 35, Suite 100
Austin, Texas 78704

COMMERCIAL INDEMNITY INSURANCE CO.

BD41226

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7th day of April, 1999, to wit

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

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

John W. Schuler

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows

The Obligation of the Company shall not exceed one million (\$1,000,000 00) Dollars

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

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

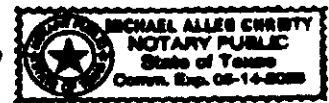


John W. Schuler
John W. Schuler, President

State of Texas
County of Travis

On this 7th day of April, in the year 1999, before me Michael Allen Christy, a notary public, personally appeared John W. Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it

Michael Allen Christy



Commission Expires 5-14-2003

Michael Allen Christy, Notary Public

CERTIFICATE

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

Signed and Sealed at the said Company at Austin, Texas dated this 25th day of October, 1999



Joel T. Massey

Joel T. Massey, Secretary

CORPORATE AUTHORIZATION RESOLUTION

VOL 0107 PAGE 736

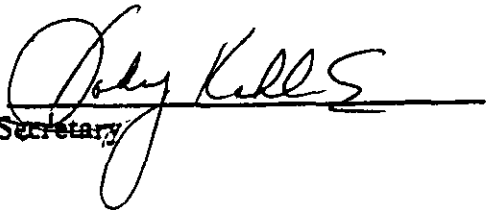
I, Jody Kehle, the undersigned Secretary of Cherokee Construction Inc. (The "Corporation") hereby certifies that:

The Corporation is duly organized and existing under the laws of the State of Texas and the following is a true, accurate and compared transcript of resolution contained in the minute book of the Corporation, duly adopted at a meeting of the board of Directors of said Corporation duly held on the 25 day of October 19 99 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceeding of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that Peter Kehle (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection with any bid submitted to or any contract entered into with, the City of Austin: and,

Resolved, that any and all transactions by any of the officers or representatives of the Corporation, in its name and for its account, with the City of Austin prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and the seal of the Corporation this 25 day of October 19 99.


Secretary

(Corporate Seal)

Note: CORPORATE AUTHORIZATION RESOLUTION must be attested and dated by Secretary no earlier than one week before (NOT AFTER) contract date.

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: EDWARD R COLEMAN CONSTRUCTION INCMailing Address: PO Box 50324City: AUSTIN State: TX Zip: 78763Telephone: (512) 246-7154 Fax: (512) 246-2193Signature of Person Authorized to Sign BID: [Signature] Date of BID: 10/26/99Name and Title of Signer: Lenny D Rodriguez, General Manager
(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

EDWARD R COLEMAN
CONSTRUCTION, INC
P O. BOX 50324
AUSTIN, TX 78763

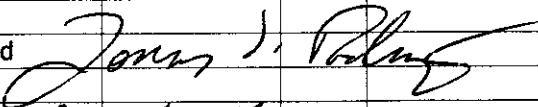
lake creek

PROJECT NAME:LAKE CREEK PROJECT					
Contract No. : N/A, C.I.P. No. BID # 00WC201					
BID ITEM	QUANTITY	UNIT	BID ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	177,831	CY	UNCLASSIFIED CHANNEL EXCAVATION INCLUDING CLEARING AND GRUBBING, DISPOSAL OF CLEARED MATERIAL AND STOCKPILING EXCAVATED MATERIAL IN DESIGNATED AREAS, COMPLETE IN PLACE	\$ 9 50	\$ 1,689,394 50
2	8,934	CY	CHANNEL EARTH EMBANKMENT INCLUDING CLEARING AND GRUBBING, SCARIFYING, WATERING AND COMPACTION, COMPLETE IN PLACE	\$ 3 01	\$ 26,891 34
3	11	EA	ADJUST EXISTING WASTEWATER MANHOLE TO FINISH GRADE INCLUDING ADJUSTING VENTS AND INTERIOR COATINGS, COMPLETE IN PLACE	\$ 1,800 00	\$ 19,800 00
4	2,750	LF	10' REINFORCED CONCRETE TRENCH CAP (OVER EXISTING WASTEWATER LINE) INCLUDING EXCAVATION, STEEL, CONCRETE AND CLEAN-UP, COMPLETE IN PLACE	\$ 35 00	\$ 96,250 00
5	1	LS	REINFORCED CONCRETE LOW WATER CROSSING (10' WIDE) INCLUDING ALL EXCAVATION, PIPE, STEEL AND BACKFILL, COMPLETE IN PLACE	\$ 22,000 00	\$ 22,000 00
6	170	LF	RELOCATE 4" IRRIGATION LINE INCLUDING ALL PIPING, FITTINGS, BEDDING, BACKFILL AND CLEAN-UP, COMPLETE IN PLACE	\$ 28 00	\$ 4,760 00

lake creek

7	4,451	LF	SILT FENCE INCLUDING INSTALLATION, MAINTENANCE AND REMOVAL, COMPLETE IN PLACE	\$ 2 30	\$ 10,237 30
8	720	LF	DOUBLE REINFORCED ROCK BERM INCLUDING INSTALLATION, MAINTENANCE AND REMOVAL, COMPLETE IN PLACE	\$ 16.00	\$ 11,520 00
9	4	EA	STABILIZED CONSTRUCTION ENTRANCE INCLUDING INSTALLATION, MAINTENANCE AND REMOVAL, COMPLETE IN PLACE	\$ 21,620 00	\$ 86,480 00
10	88,768	SY	RESTORATION AND REVEGETATION OF CHANNEL SIDE SLOPES INCLUDING SEEDING AND WATERING, COMPLETE IN PLACE	\$ 0 35	\$ 31,068 80
11	1	EA	INSTALL VENT ON EXISTING WASTEWATER MANHOLE, COMPLETE IN PLACE	\$ 2,500 00	\$ 2,500 00
12	2	EA	6' REINFORCED CONCRETE PEDESTRIAN CROSSING INCLUDING GRADING AND CONCRETE, COMPLETE IN PLACE	\$ 19,055 00	\$ 38,110 00
13	1	LS	REMOVE AND DISPOSE OF EXISTING PEDESTRIAN BRIDGE, COMPLETE IN PLACE	\$ 15,000 00	\$ 15,000 00
14	1	LS	ADJUST EXISTING WASTEWATER LINE TO FINISH GRADE AS NECESSARY, COMPLETE IN PLACE	\$ 12,000 00	\$ 12,000 00
15	22	LF	INSTALL 12" SDR-35 WASTEWATER LINE (0-8' DEPTH), COMPLETE IN PLACE	\$ 120 00	\$ 2,640 00
16	1	EA	STANDARD WASTEWATER MANHOLE INCLUDING EXCAVATION, ADJUST TO FINISH GRADE, BACKFILL AND COATING, COMPLETE IN PLACE	\$ 3,800 00	\$ 3,800 00

lake creek

17	4,713	LF	TREE PROTECTION INCLUDING INSTALLATION, MAINTENANCE AND REMOVAL, COMPLETE IN PLACE	\$ 3 30	\$ 15,552 90
TOTAL CONTRACT AMOUNT:					\$ 2,088,004.84
ADD/ALTERNATE ITEMS:					
BID ITEM	QUANTITY	UNIT	BID ITEM DESCRIPTION	UNIT PRICE	AMOUNT
A/A1	0	CY	HAUL OFF UNSUITABLE EXCAVATED MATERIALS INCLUDING LOADING, HAULING AND DISPOSAL, COMPLETE IN PLACE	\$ 14 00	\$ -
A/A2	168,897	CY	SPREAD, COMPACT AND GRADE DESIGNATED STOCKPILE AREAS INCLUDING 8" LIFTS, WATERING, COMPACTING AND GRADING (TESTING BY OTHERS), COMPLETE IN PLACE	\$ 1 50	\$ 253,345 50
NOTE: As stated in the 'BID INSTRUCTIONS/REQUIREMENTS' section of the Contract Documents Page 2 of 10, (1) Edward R Coleman Construction Co Inc will accept only the award of all items proposed (2) Edward R Coleman Construction Co Inc will accept only an award for the entire county government (3) Edward R Coleman Construction Co Inc will accept only an award not considered separately for each distinct geographic area served by each department					
EDWARD R COLEMAN CONSTRUCTION certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this print-out EDWARD R COLEMAN CONSTRUCTION acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total Bid amount will be determined by multiplying the unit Bid prices shown in this print-out by the respective estimated quantities shown on the Bid form then totaling all of the extended amounts In the event of conflict between the two, unit Bid prices will prevail over the extended (total) prices					
Signed					
Title	General Manager				
Date	10-26-99				

EDWARD R COLEMAN
 CONSTRUCTION, INC
 P O BOX 50324
 AUSTIN, TX 78763

183

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

BOND NUMBER BD41189

KNOW ALL MEN BY THESE PRESENTS:

THAT Edward R Coleman Construction, Inc , P.O. Box 50324, TX, 78763 as Principal, and **COMMERCIAL INDEMNITY INSURANCE COMPANY**, as Surety, are held and firmly bound unto Williamson County, 710 Main Street #303, Georgetown, TX, 78626 as Oblige, in the full and just sum of Five (5%) percent of the amount bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal is hereby submitting its proposal for Lake Creek Project, Bid No 00WC201

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

Signed, sealed and delivered 18th day of October, 1999

Edward R Coleman Construction, Inc.

PRINCIPAL

By

Louis D. Polyz (SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By

Anna M. Hilt (SEAL)

Anna M Hilt,

ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
2550 S IH 35, Suite 100
Austin, Texas 78704

COMMERCIAL
INDEMNITY INSURANCE CO.

BD41189
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7th day of April, 1999, to wit

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

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

Anna M. Hilt

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows

The Obligation of the Company shall not exceed one million (\$1,000,000 00) Dollars

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

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

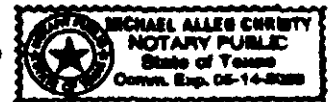


John W Schuler
John W Schuler, President

State of Texas
County of Travis

On this 7th day of April, in the year 1999, before me Michael Allen Christy, a notary public, personally appeared John W Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it

Michael Allen Christy



Commission Expires 5-14-2003

Michael Allen Christy, Notary Public

CERTIFICATE

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

Signed and Sealed at the said Company at Austin Texas dated this 18th day of October, 1999



Joel T Massey

Joel T Massey, Secretary

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: Deavers Construction Co., L.P.Mailing Address: 1601 Rio Grande Suite 343
City: Austin State: TX Zip: 78701Telephone: (512) 478-1200 Fax: (512) 478-1216Larry Deavers Date of BID: 10-26-99
Signature of Person Authorized to Sign BIDName and Title of Signer: LARRY DEAVERS 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 BIDDING SHEET

CONTRACT. Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>Nine</u> dollars and <u>Twenty</u> cents	\$ <u>9²⁰</u>	\$ <u>1,636,045.20</u>
2	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>Five</u> dollars and <u>Eighty Five</u> cents	\$ <u>5⁸⁵</u>	\$ <u>52,263.90</u>

Deavers Const. Co.

Copy

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>Seven hundred Ten</u> dollars and <u>NO</u> cents	\$ <u>710⁰⁰</u>	\$ <u>7,810.00</u>
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>Thirty Six</u> dollars and <u>NO</u> cents	\$ <u>36⁰⁰</u>	\$ <u>99,000.00</u>
5.	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>Twelve Thousand Seven hundred Ten</u> dollars and <u>NO</u> cents	\$ <u>12,710⁰⁰</u>	\$ <u>12,710⁰⁰</u>
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>Eighteen</u> dollars and <u>NO</u> cents	\$ <u>18⁰⁰</u>	\$ <u>3,060.00</u>

Deavers Const. C.P.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>One</u> dollars and <u>Fifty</u> cents	\$ <u>1.50</u>	\$ <u>6,676.50</u>
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>Twenty Five</u> dollars and <u>NO</u> cents	\$ <u>25.00</u>	\$ <u>18,000.00</u>
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>Eight hundred Fifty</u> dollars and <u>NO</u> cents	\$ <u>850.00</u>	\$ <u>3,400.00</u>
10	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>NO</u> dollars and <u>Fifty</u> cents	\$ <u>0.50</u>	\$ <u>44,384.00</u>
11	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>Nine hundred Ten</u> dollars and <u>NO</u> cents	\$ <u>910.00</u>	\$ <u>910.00</u>

Seavers Const. C.P.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>Eight thousand forty seven</u> dollars and <u>NO</u> cents	<u>\$ 8,047.00</u>	<u>\$ 16,094.00</u>
13	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>Seven thousand five hundred Fifty Five</u> dollars and <u>NO</u> cents	<u>\$ 7,555.00</u>	<u>\$ 7,555.00</u>
14	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>Ten thousand thirty</u> dollars and <u>NO</u> cents	<u>\$ 10,030.00</u>	<u>\$ 10,030.00</u>
15	22	LF	Install 12 in SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>Fifty Five</u> dollars and <u>NO</u> cents	<u>\$ 55.00</u>	<u>\$ 1,210.00</u>
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>Four thousand two hundred Eleven</u> dollars and <u>NO</u> cents	<u>\$ 4,211.00</u>	<u>\$ 4,211.00</u>

190

Deavers Const. L.P.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17.	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for <u>One</u> dollars and <u>Eighty</u> cents	\$ <u>1.80</u>	\$ <u>8,483.40</u>

TOTAL CONTRACT AMOUNT

\$ 1,931,843.00

Deavers Const. Co.

191

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
<u>ADD/ALTERNATE ITEMS</u>					
A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard		
			for <u>Seven</u> dollars		
			and <u>Twenty Five</u> cents	\$ <u>7.25</u>	\$ <u>0.00</u>
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard		
			for <u>TWO</u> dollars		
			and <u>NO</u> cents	\$ <u>2.00</u>	\$ <u>337,794.00</u>

Deavers Const. L.P.

192

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

Deavers Construction Co., L.P.

as Principal, hereinafter called the Principal, and The Insurance Company of the State of Pennsylvania

(Here insert full name and address or legal title of Surety)

175 Water Street, New York, NY 10038

a corporation duly organized under the laws of the State of Pennsylvania

as Surety, hereinafter called the Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Williamson County, TX

as Oblige, hereinafter called the Oblige, in the sum of Five Percent of the Total Amount Bid-----

-----Dollars (\$ 5% TAB),
 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

(Here insert full name, address and description of project)

Lake Creek Channel Improvements, Williamson County, TX.

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.

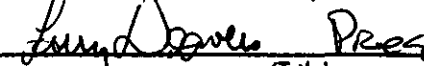
Signed and sealed this 26th day of October 19 99

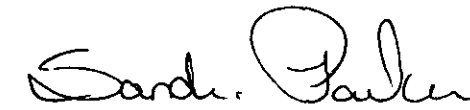

 (Witness)

Deavers Construction Co., L.P.

(Principal)

(Seal)

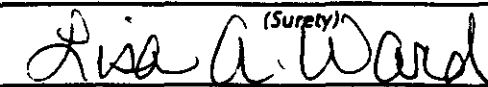

 (Title)


 (Witness)

The Insurance Company of the State of Pennsylvania

(Surety)

(Seal)


 (Title)

Lisa A. Ward, Attorney-In-Fact

193



KNOW ALL MEN BY THESE PRESENTS:

VOL 0107 PAGE 751

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Donald R Gibson, Sandra Parker, Lisa A. Ward, Greg Michels, Kimberly Strahm, William Martin, Melissa Haddick:
of Houston, Texas---

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

IN WITNESS WHEREOF, The Insurance Company of the State of Pennsylvania has executed these presents

this 21st day of April, 1998



Lawrence W. Carlstrom
Lawrence W. Carlstrom, Vice President

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

On this 21st day of April, 1998, before me came the above-named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office

Deborah A. Newman
DEBORAH A. NEWMAN
Notary Public, State of New York
No. 0145081423
Qualified in Suffolk County
Commission Expires June 30, 1998

CERTIFICATE

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18 1976

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

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or 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 when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof,

"RESOLVED that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof said date to be not later than the date of delivery thereof by such Attorney-in-Fact "

I, Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect

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

194

this 26th day of October, 19 99



Elizabeth M. Tuck
Elizabeth M. Tuck, Secretary

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: Martin K. Eby Construction Co., Inc.Mailing Address: 1500 Brown TrailCity: Bedford State: Texas Zip: 76022Telephone: (817) 268-0514 Fax: (817) 268-1309
Signature of Person Authorized to Sign BID Date of BID: October 26, 1999Name and Title of Signer: Richard A. Bean, 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 BIDDING SHEET

CONTRACT: Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>Ten</u> dollars and <u>Sixty-nine</u> cents	\$ <u>10.69</u>	\$ <u>1,901,013.39</u> ①
2.	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>Seven</u> dollars and <u>10 TEN</u> ^{R.A.B.} cents	\$ <u>7.10</u>	\$ <u>63,431.40</u> ②

MARTIN K. EBY CONSTRUCTION CO., INC
 1500 BROWN TRAIL
 BEDFORD, TX 76022

196

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount	
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>Nine hundred Eighty Seven</u> dollars and <u>Zero</u> cents	\$ <u>987.00</u>	\$ <u>10,857.00</u>	③
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>Twenty - Seven</u> dollars and <u>Zero</u> cents	\$ <u>27.00</u>	\$ <u>74,250.00</u>	④
5	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>Nineteen Thousand</u> dollars and <u>Zero</u> cents	\$ <u>19,000.00</u>	\$ <u>19,000.00</u>	⑤
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>Twenty - Seven</u> dollars and <u>Sixty</u> cents	\$ <u>27.60</u>	\$ <u>4692.00</u>	⑥

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount	
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>Two</u> dollars and <u>Seventy</u> cents	\$ <u>2.70</u>	\$ <u>12,017.70</u>	(7)
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>Ten</u> dollars and <u>Zero</u> cents	\$ <u>10.00</u>	\$ <u>7,200.00</u>	(8)
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>Two Thousand</u> dollars and <u>Zero</u> cents	\$ <u>2000</u>	\$ <u>8000.00</u>	(9)
10.	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>Zero</u> dollars and <u>Sixty</u> cents	\$ <u>.60</u>	\$ <u>53,260.80</u>	(10)
11.	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>Nine hundred Sixty</u> dollars and <u>Zero</u> cents	\$ <u>960.00</u>	\$ <u>960.00</u>	(11)

MARTIN K EBY CONSTRUCTION CO., INC.
1500 BROWN TRAIL
BEDFORD, TX 76022

198

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount	
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>Eleven Thousand Two hundred</u> dollars and <u>Zero</u> cents	\$ <u>11,200.00</u>	\$ <u>22,400.00</u>	(12)
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>Twenty Eight Thousand</u> dollars and <u>Zero</u> cents	\$ <u>28,000</u>	\$ <u>28,000</u>	(13)
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>Twenty Six Thousand Three hundred Thirty Three</u> dollars and <u>Forty-Six</u> cents	\$ <u>26,333.46</u>	\$ <u>26,333.46</u>	(14)
15.	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>Two hundred-forty</u> dollars and <u>Zero</u> cents	\$ <u>240.00</u>	\$ <u>5280.00</u>	(15)
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>Four Thousand Seven hundred</u> dollars and <u>Zero</u> cents	\$ <u>4,700.00</u>	\$ <u>4,700.00</u>	(16)

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for <u>TWO</u> dollars and <u>Twenty-five</u> cents	\$ <u>2.25</u>	\$ <u>10,604.25</u> (17)

TOTAL CONTRACT AMOUNT

\$ 2,252,000.00 (18)

MARTIN K. EBY CONSTRUCTION CO., INC.
1500 BROWN TRAIL
BEDFORD, TX 76022

200

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
<u>ADD/ALTERNATE ITEMS</u>					
A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>Eight</u> dollars and <u>Zero</u> cents	\$ <u>8.00</u>	\$ <u>—</u> (19)
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>TWO</u> dollars and <u>Thirty-five</u> cents	\$ <u>2.35</u>	\$ <u>396,907.95</u> (20)

MARTIN K. EBY CONSTRUCTION CO., INC.
1500 BROWN TRAIL
BEDFORD, TX 76022

201

Bond No XXXXXXXXXXXX

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS

That we, Martin K. Eby Construction Co., Inc

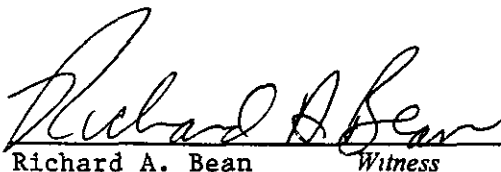
, as principal, (hereinafter called the "Principal"), and
the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized
under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound
Unto Williamson County

as Oblgee, (hereinafter called the "Obligee"),
in the sum of Five Percent (5%) of amount bid Dollars (\$),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Lake Creek Flood Plain

NOW, THEREFORE, if the Oblgee shall accept the bid of the Principal and the Principal shall enter
into a contract with the Oblgee 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 into such contract and give such bond or bonds, if the Principal
shall pay to the Oblgee the difference not to exceed the penalty hereof between the amount specified in said
bid and such larger amount for which the Oblgee 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 26th day of October A. D. 1999


Richard A. Bean

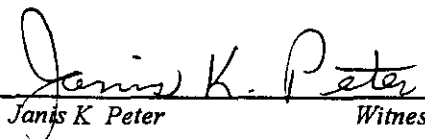
Witness

Martin K. Eby Construction Co., Inc
Principal

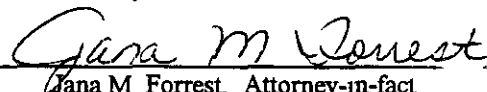
President

Title (Seal)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety


Janis K. Peter

Witness


Jana M. Forrest, Attorney-in-fact

IMA - P O Box 2992, Wichita, KS 67201
Phone-316-267-9221

(Seal)

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
HOME OFFICES: P.O. Box 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by W B WALBRECHER, Vice-President, and T E SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint W. C. Cohen, Jr., Joseph C. Lukens, II, Scott T. Post, Richard K. Stone, Bret S. Burton, Jana M. Forrest, Patricia Brogan and Sandra J. Shryack, all of Wichita, Kansas, EACH its true and lawful agent and Attorney-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 and undertakings EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians; and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their offices in Baltimore, Md, in their own proper persons. This power of attorney revokes that issued on behalf of W C Cohen, Jr., Joseph C Lukens, II, Scott T. Post, Richard K. Stone, Roberta I. Heorman, Bret S. Burton, Jana M. Forrest, Patricia Brogan, and Sandra J Shryack, dated January 26, 1999

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the respective By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 3rd day of September, A.D. 1999.

ATTEST

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith
T. E. Smith

Assistant Secretary

By

W B Walbrecher
W B Walbrecher

Vice-President

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



T. E. Smith
T. E. Smith

Assistant Secretary

By

W B Walbrecher
W B Walbrecher

Vice President

State of Maryland } ss
County of Baltimore

On this 3rd day of September, A D 1999, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W B Walbrecher, Vice-President and T. E SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fager
Carol J Fager

Notary Public

My Commission Expires. August 1, 2000

L1428-076-6692A

RECORDERS MEMORANDUM

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

RTN K EBY CONSTRUCTION CO., INC
1500 BROWN TRAIL
BEDFORD, TX 76022

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

COPY

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: Handex of Texas, Inc.Mailing Address: 2306 Gravel DriveCity: Fort Worth State: TX Zip: 76118Telephone: (817) 589-8222 Fax: (817) 589-0150Signature of Person Authorized to Sign BID:  Date of BID: 10/26/99Name and Title of Signer: Gary Conaway, Vice President Construction
(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 BIDDING SHEET

CONTRACT: Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>10</u> dollars and <u>45</u> cents	<u>\$ 10.45</u>	<u>\$ 1,858,333.95</u>
2.	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>1</u> dollars and <u>40</u> cents	<u>\$ 1.40</u>	<u>\$ 12,507.60</u>

Handex of Texas, Inc.

205

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>2506</u> dollars and <u>96</u> cents	\$ <u>2506.96</u>	\$ <u>27,576.56</u>
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>31</u> dollars and <u>73</u> cents	\$ <u>31.73</u>	\$ <u>87,257.50</u>
5	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>28640</u> dollars and <u>21</u> cents	\$ <u>28,640.21</u>	\$ <u>28,640.21</u>
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>66</u> dollars and <u>82</u> cents	\$ <u>66.82</u>	\$ <u>11,359.40</u>

Handex of Texas, Inc.

206

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>2</u> dollars and <u>06</u> cents	\$ <u>2.06</u>	\$ <u>9,169.06</u>
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>17</u> dollars and <u>25</u> cents	\$ <u>17.25</u>	\$ <u>12,420.00</u>
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>2237</u> dollars and <u>34</u> cents	\$ <u>2237.34</u>	\$ <u>8949.36</u>
10.	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>0</u> dollars and <u>47</u> cents	\$ <u>0.47</u>	\$ <u>41,720.96</u>
11.	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>3141</u> dollars and <u>65</u> cents	\$ <u>3141.65</u>	\$ <u>3141.65</u>

Handex of Texas, Inc.

207

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>17119</u> dollars and <u>01</u> cents	\$ <u>17119.01</u>	\$ <u>34,238.02</u>
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>4065</u> dollars and <u>88</u> cents	\$ <u>4065.88</u>	\$ <u>4065.88</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>9823</u> dollars and <u>25</u> cents	\$ <u>9823.25</u>	\$ <u>9823.25</u>
15.	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>344</u> dollars and <u>76</u> cents	\$ <u>344.76</u>	\$ <u>7584.72</u>
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>4900</u> dollars and <u>57</u> cents	\$ <u>4900.57</u>	\$ <u>4900.57</u>

Hander of Texas, Inc.

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17.	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for <u>5</u> dollars and <u>14</u> cents	\$ <u>5.¹⁴</u>	\$ <u>24,224.⁸²</u>

TOTAL CONTRACT AMOUNT

\$ 2,185,913.⁵¹

Handex of Texas, Inc.

209

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
<u>ADD/ALTERNATE ITEMS</u>					
A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>13</u> dollars and <u>00</u> cents	\$ <u>13.00</u>	\$ <u>13.00</u>
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>1</u> dollars and <u>40</u> cents	\$ <u>1.40</u>	\$ <u>236,455.80</u>

210

Hander of Texas, Inc.

**ATTACHMENT A
CONDITIONS TO BID**

The following Conditions are provided to our bid. Any changes in these items may result in an increase to the project cost and/or schedule

1. Our total bid price is based on award of all items proposed
2. Bid prices are good for 90 days from date of Bid Opening only
3. Pre-construction such as agency notifications, permit submittals, and document approvals shall be excluded from the 180 day period of performance, which shall be for field construction activity only.
4. The cost of relocating the high pressure gas line is not included in our bid. Handex will provide all required notification and coordination activities as required in Technical Specification No. 11.0
5. Builder's Risk insurance is not applicable for this project and therefore has not been included in our bid cost.

American International Companies
The Insurance Company of the State of Pennsylvania
70 Pine Street
New York, NY 10270

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Handex of Texas, Inc. 2306 Gravel Drive, Fort Worth TX 76118, as Principal and National Union Fire Insurance Company of Pittsburgh Pa., 70 Pine Street, New York NY 10270, as Surety, are held and firmly bound unto Williamson County, Texas, 710 Main Street, Suite 303, Georgetown TX 78626, as Obligee, in the sum of Five percent of bid price (5%), for the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for Bid #00WC201 channel excavation, associated concrete structures, clearing/grubbing, restoration @ Lake Creek Channel Improvements (Phase I)

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

Signed, sealed and dated this October 26 1999.

Witness:

By: Donna E. Fuetman

Principal:

Handex of Texas, Inc.

By: Allison J. Siegel
ALLISON J. SIEGEL, ASSISTANT SECRETARY

Surety:

National Union Fire Insurance Company of Pittsburgh Pa

By: Diane S. Armstrong
Diane S. Armstrong
Attorney-in-Fact

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Principal Bond Office 175 Water Street, New York, NY 10038

POWER OF ATTORNEY

VOL **0107** PAGE **770**

No 04-B-75269

KNOW ALL MEN BY THESE PRESENTS:

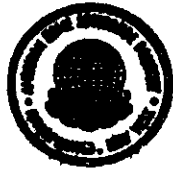
That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa, a Pennsylvania corporation, does each hereby appoint

---Diane S. Armstrong, Thomas A. Whipple, Douglas J. Dixon: of Timonium, Maryland---

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

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

this 14th day of November, 1998



Lawrence W. Carlstrom

Lawrence W. Carlstrom, Senior Vice President
National Union Fire Insurance Company of Pittsburgh, Pa
Vice President, American Home Assurance Company

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

On this 14th day of November, 1998, before me came the above-named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office

Joseph B. Nozzolo

JOSEPH B. NOZZOLO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 31, 2000

CERTIFICATE

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

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

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or 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 when so affixed with respect to any bond, undertaking, recognition or other contract of indemnity or writing obligatory in the nature thereof,

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact "

I, Elizabeth M Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect

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

this 26 day of October, 19 99



Elizabeth M. Tuck
Elizabeth M Tuck, Secretary
213

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: RANGER EXCAVATING, INC.Mailing Address: 5222 THUNDER CREEK #B-1City: AUSTIN State: TX Zip: 78759Telephone: (512) 331-5551 Fax: (512) 343-9618Signature of Person Authorized to Sign BID: [Signature] Date of BID: 10/26/99Name and Title of Signer: MARK MCKENZIE, VICE-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 BIDDING SHEET

CONTRACT: Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>FOURTEEN</u> dollars and <u>FIFTY</u> cents	\$ <u>14⁵⁰</u>	\$ <u>3,578,549⁵⁰</u>
2.	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>NINE</u> dollars and <u>ZERO</u> cents	\$ <u>9⁰⁰</u>	\$ <u>80,706⁰⁰</u>

215

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>EIGHTEEN HUNDRED SEVENTY FIVE</u> dollars and <u>ZERO</u> cents	<u>\$1,875⁰⁰</u>	<u>\$20,625⁰⁰</u>
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>SEVENTY FIVE</u> dollars and <u>ZERO</u> cents	<u>\$75⁰⁰</u>	<u>\$206,250⁰⁰</u>
5.	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>THIRTY FIVE THOUSAND</u> dollars and <u>ZERO</u> cents	<u>\$35,000</u>	<u>\$35,000⁰⁰</u>
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>FORTY FOUR</u> dollars and <u>ZERO</u> cents	<u>\$44⁰⁰</u>	<u>\$7,480⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>ONE</u> dollars and <u>FIFTY</u> cents	\$ <u>1.50</u>	\$ <u>6,676.50</u>
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>SEVENTEEN</u> dollars and <u>ZERO</u> cents	\$ <u>17.00</u>	\$ <u>12,240.00</u>
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>ONE THOUSAND</u> dollars and <u>ZERO</u> cents	\$ <u>1,000.00</u>	\$ <u>4,000.00</u>
10.	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>ZERO</u> dollars and <u>FIFTY</u> cents	\$ <u>.50</u>	\$ <u>44,384.00</u>
11.	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>TWELVE HUNDRED FIFTY</u> dollars and <u>ZERO</u> cents	\$ <u>1,250.00</u>	\$ <u>1,250.00</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12.	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>SEVENTEEN THOUSAND FIVE HUNDRED</u> dollars and <u>ZERO</u> cents	<u>\$17,500</u>	<u>\$35,000</u> ¹²
13.	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>TEN THOUSAND</u> dollars and <u>ZERO</u> cents	<u>\$10,000</u> ¹²	<u>\$10,000</u> ¹²
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>NINETY THREE HUNDRED SEVENTY FIVE</u> dollars and <u>ZERO</u> cents	<u>\$9,375</u> ¹²	<u>\$9,375</u> ¹²
15.	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>SIXTY TWO</u> dollars and <u>FIFTY</u> cents	<u>\$62</u> ⁵⁰	<u>\$1,375</u> ¹²
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>THIRTY ONE HUNDRED TWENTY FIVE</u> dollars and <u>ZERO</u> cents	<u>\$3,125</u> ¹²	<u>\$3,125</u> ¹²

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17.	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot for <u>Two</u> dollars and <u>FIFTY</u> cents	<u>\$2⁵⁰</u>	<u>\$11,782.50</u>

TOTAL CONTRACT AMOUNT

\$3,067,518⁵⁰

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
<u>ADD/ALTERNATE ITEMS</u>					
A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>SIX</u> dollars and <u>ZERO</u> cents	\$ <u>6⁰⁰</u>	\$ <u>-</u>
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>ONE</u> dollars and <u>FIFTY</u> cents	\$ <u>1⁵⁰</u>	\$ <u>253,345⁵⁰</u>



Bid Bond
Surety Department

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we,

Ranger Excavating, Inc.

as Principal, hereinafter called the Principal, and the **Hartford Fire Insurance Company**, a corporation created and existing under the laws of the State of **Connecticut**, whose principal office is in **Hartford**, as Surety, hereinafter called the Surety, are held and firmly bound unto

Williamson County, Texas

as Obligee, hereinafter called the Obligee, in the sum of **5% of Maximum amount bid** Dollars (\$), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Lake Creek Channel Improvements (Tributary I)

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 biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials 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 **26th** day of **October** A.D. 19 **1999**

Witness

(If individual)

Ranger Excavating, Inc.

(Principal)

(SEAL)

By

(Title)

Mark McKenzie

(SEAL)

V.P.

Attest

(If Corporation)

Sharon Fureddo Controlli

(SEAL)

Hartford Fire Insurance Company

(SEAL)

Attest

Barbara Churchill

By

Robert James Nitsche

Robert James Nitsche Attorney-in-fact

(SEAL)

Hartford, Connecticut

POWER OF ATTORNEY

Know all men by these Presents, That the HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint

**ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, VIOLET FROSCH,
NINA SMITH and ROBERT K. NITSCHKE
of GIDDINGS, TEXAS**

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above, to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies, guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind the HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof

This power of attorney is granted by and under authority of the following provisions

(1) By-Laws adopted by the Stockholders of the HARTFORD FIRE INSURANCE COMPANY at a meeting duly called and held on the 9th day of March, 1971

ARTICLE IV

SECTION 8 The President or any Vice-President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-Fact, and revoke the power and authority given to him

SECTION 11 Attorneys-in-Fact shall have power and authority 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 thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such Officers

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of the HARTFORD FIRE INSURANCE COMPANY at a meeting duly called and held on the 12th day of February, 1993

Resolved that the signatures of such Officers and the 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 to which it is attached

In Witness Whereof, the HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 1st day of May, 1995

Attest:

HARTFORD FIRE INSURANCE COMPANY

Richard R. Hermanson

Richard R. Hermanson
Secretary



STATE OF CONNECTICUT } ss.
COUNTY OF HARTFORD }

Paul L. Marabella

Paul L. Marabella
Vice-President

On this 1st day of May, A.D. 1995, before me personally came Paul L. Marabella, to me known, who being by me duly sworn, did depose and say that he resides in the County of Hartford, State of Connecticut; that he is the Vice-President of the HARTFORD FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

STATE OF CONNECTICUT } ss.
COUNTY OF HARTFORD }



Jean H. Wozniak

Jean H. Wozniak
Notary Public
My Commission Expires June 30 1999

CERTIFICATE

I, the undersigned, Secretary of the HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore, that the Resolutions of the Board of Directors, set forth in the Power of Attorney, are now in force

Signed and sealed at the City of Hartford

Dated the 26th day of OCTOBER 19 99



Robert L. Post

Robert L. Post
Secretary

WILLIAMSON COUNTY BID FORM

LAKE CREEK PROJECT

BID NUMBER: 00WC201

BID OPENING DATE & TIME: October 26, 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: ROGERS CONSTRUCTION COMPANYMailing Address: P.O. DRAWER 1136
City: GEORGETOWN State: TEXAS Zip: 78627-1136Telephone: (512) 930-1155 Fax: (512) 930-3052Signature of Person Authorized to Sign BID: Randall C. Rogers Date of BID: 10-26-99Name and Title of Signer: RANDALL C. ROGERS VICE 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

223

PROPOSAL BIDDING SHEET

CONTRACT. Drainage Improvements
 JOB NAME: Lake Creek Channel Improvements
 JOB LOCATION: Southwest Williamson County
 OWNER: Williamson County, Texas

Gentlemen:

Pursuant to the foregoing and Bidders Instructions, the bidder hereby proposes to do all the work, to furnish all necessary supervision, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work bid as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek Channel Improvements and binds himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
1.	177,831	CY	Unclassified Channel Excavation including clearing and grubbing, disposal of cleared material and stockpiling excavated material in designated areas, complete in place per cubic yard for <u>EIGHTEEN</u> dollars and <u>FORTY</u> cents	\$ <u>18⁴⁰</u>	\$ <u>3,272,090⁴⁰/₁₀₀</u>
2.	8,934	CY	Channel earth embankment including clearing and grubbing, scarifying, watering and compaction, complete in place per cubic yard for <u>TWO</u> dollars and <u>NINETY</u> cents	\$ <u>2⁹⁰</u>	\$ <u>25,908⁶⁰/₁₀₀</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
3.	11	Ea.	Adjust existing wastewater manhole to finish grade including adjusting vents and interior coatings, complete in place per each for <u>TWENTY EIGHT HUNDRED</u> dollars and <u>NO</u> cents	\$ <u>2,800⁰⁰</u>	\$ <u>30,800⁰⁰</u> FX
4.	2,750	LF	10' Reinforced Concrete Trench Cap (over existing wastewater line) including excavation, steel, concrete and clean-up, complete in place per linear foot for <u>Forty Five</u> dollars and <u>NO</u> cents	\$ <u>45⁰⁰</u>	\$ <u>123,750⁰⁰</u> FX
5.	1	LS	Reinforced concrete low water crossing (10' wide) including all excavation, pipe, steel and backfill, complete in place per lump sum for <u>TWENTY FOUR THOUSAND</u> dollars and <u>NO</u> cents	\$ <u>24,000⁰⁰</u>	\$ <u>24,000⁰⁰</u> FX
6.	170	LF	Relocate 4" Irrigation line including all piping, fittings, bedding, backfill and clean-up, complete in place per linear foot for <u>TWENTY EIGHT</u> dollars and <u>NO</u> cents	\$ <u>28⁰⁰</u>	\$ <u>4,760⁰⁰</u> FX

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
7.	4,451	LF	Silt Fence including installation, maintenance and removal, complete in place per linear foot for <u>TWO</u> dollars and <u>NO</u> cents	\$ <u>2⁰⁰</u>	\$ <u>8,902⁰⁰</u> <u>XX</u>
8.	720	LF	Double reinforced rock berm including installation, maintenance and removal, complete in place per linear foot for <u>TWENTY TWO</u> dollars and <u>NO</u> cents	\$ <u>22⁰⁰</u>	\$ <u>15,840⁰⁰</u> <u>XX</u>
9.	4	Ea.	Stabilized Construction Entrance including installation, maintenance and removal, complete in place per each for <u>ONE THOUSAND</u> dollars and <u>NO</u> cents	\$ <u>1,000⁰⁰</u>	\$ <u>4,000⁰⁰</u> <u>XX</u>
10.	88,768	SY	Restoration and revegetation of channel side slopes including seeding and watering, complete in place per square yard for <u>ONE</u> dollars and <u>NO</u> cents	\$ <u>1⁰⁰</u>	\$ <u>88,768⁰⁰</u> <u>XX</u>
11.	1	Ea.	Install vent on existing wastewater manhole, complete in place per each for <u>SIXTEEN HUNDRED</u> dollars and <u>NO</u> cents	\$ <u>1,600⁰⁰</u>	\$ <u>1,600⁰⁰</u> <u>XX</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
12	2	Ea.	6' Reinforced Concrete Pedestrian Crossing including grading and concrete, complete in place per each for <u>EIGHTEEN THOUSAND</u> dollars and <u>NO</u> cents	\$ <u>18,000⁰⁰</u>	\$ <u>36,000⁰⁰</u> <u>XX</u>
13	1	LS	Remove and dispose of existing pedestrian bridge, complete in place per lump sum for <u>SIX THOUSAND</u> dollars and <u>NO</u> cents	\$ <u>6,000⁰⁰</u>	\$ <u>6,000⁰⁰</u> <u>XX</u>
14.	1	LS	Adjust Existing Wastewater Line to finish grade as necessary, complete in place per lump sum for <u>SEVENTY FIVE HUNDRED</u> dollars and <u>NO</u> cents	\$ <u>7,500⁰⁰</u>	\$ <u>7,500⁰⁰</u> <u>XX</u>
15.	22	LF	Install 12 in. SDR-35 Wastewater Line (0-8' depth), complete in place per linear foot for <u>ONE HUNDRED FORTY TWO</u> dollars and <u>NO</u> cents	\$ <u>142⁰⁰</u>	\$ <u>3,124⁰⁰</u> <u>XX</u>
16.	1	Ea.	Standard Wastewater Manhole including excavation, adjust to finish grade, backfill and coating, complete in place per each for <u>THIRTY SIX HUNDRED</u> dollars and <u>NO</u> cents	\$ <u>3,600⁰⁰</u>	\$ <u>3,600⁰⁰</u> <u>XX</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
17.	4,713	LF	Tree Protection including installation, maintenance and removal, complete in place per linear foot		
			for <u>TWO</u> dollars		
			and <u>EIGHTY</u> cents	\$ <u>2⁸⁰</u>	\$ <u>13,196⁴⁰</u> <u>xx</u>

TOTAL CONTRACT AMOUNT

\$ 3,669,839⁴⁰ xx

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
-------------	----------	------	--	---------------	--------

ADD/ALTERNATE ITEMS

A/A1	0	CY	Haul off unsuitable excavated materials including loading, hauling and disposal, complete per cubic yard for <u>NINE</u> dollars and <u>NO</u> cents	\$ <u>9⁰⁰</u>	\$ _____
A/A2	168,897	CY	Spread, compact and grade designated stockpile areas including 8 in. lifts, watering, compacting and grading (testing by others), complete in place per cubic yard for <u>ONE</u> dollars and <u>NINETY FIVE</u> cents	\$ <u>1⁹⁵</u>	\$ <u>329,349¹⁵ XX</u>

Bid Bond

Bond Number 102699

Know All Men By These Presents:

That . . . ROGERS CONSTRUCTION COMPANY
P. O. DRAWER 1136 of GEORGETOWN, TX

. as Principal, and the other undersigned, as Surety, are
held and firmly bound unto . . . WILLIAMSON COUNTY

as Oblige, in the full and just sum of . . . FIVE . (5%) . PERCENT OF THE GREATEST AMOUNT BID-----
----- (5%GAB) ----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

Whereas, the said Principal is herewith submitting its proposal LAKE CREEK PROJECT
DRAINAGE IMPROVEMENTS

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

Signed, sealed and delivered 10/26/99
(Date)

ROGERS CONSTRUCTION COMPANY

(Seal)

Randall C. Fager

(Seal)

Fidelity and Guaranty Insurance Underwriters, Inc.
(a Wisconsin Corporation)

Jinda Comy

Attorney-in-fact

FRANK SIDDONS INSURANCE
P O BOX 164077
AUSTIN, TEXAS 78733
512-481-1733

The St Paul**POWER OF ATTORNEY**

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.

RECORDERS MEMORANDUM

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

Power of Attorney No 20027

Certificate No.

380240

KNOW ALL MEN BY THESE PRESENTS That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Robert C Siddons, Robert C Fricke, Bettye Ann Rogers, Linda Couey, Douglas J Wealty, Steven B Siddons, James F Siddons, Holly Gravenor and Lorne Scott

of the City of Austin, State Texas, their 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 Companies in their 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 Companies have caused this instrument to be signed this 12th day of March, 1999

Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc



Michael B Keegan

MICHAEL B. KEEGAN, Vice President

Michael R. McKibben

MICHAEL R. MCKIBBEN, Assistant Secretary

State of Maryland
 City of Baltimore

On this 12th day of March, 1999, before me, the undersigned officer, personally appeared Michael B. Keegan and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers

In Witness Whereof, I hereunto set my hand and official seal

My Commission expires the 13th day of July, 2002



Rebecca Easley Onokala

REBECCA EASLEY ONOKALA, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. on September 2, 1998, which resolutions are now in full force and effect, reading as follows

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 any Vice President, or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached, and

RESOLVED FURTHER, 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 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, Michael R. McKibben, Assistant Secretary of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF, I hereunto set my hand this 26th day of October, 1999



Michael R. McKibben

Michael R. McKibben, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 and ask for the Power of Attorney clerk. Please refer to the Power of Attorney number, the above-named individuals and the details of the bond to which the power is attached

Transit Mix

A TRINITY INDUSTRIES COMPANY

**CONCRETE &
MATERIALS COMPANY****QUOTATION AND SALES CONTRACT**
PRICES GOOD FOR 90 DAYS FROM BID DATEWilliamson County
710 Main Street
Suite #303
Georgetown, Texas 78626

Date: 10/22/99

Page 1 of 1

Subject to terms and conditions appearing on the reverse side, we are pleased to provide quotation for your product requirements for use in the construction of:

Job: Lake Creek Tributary II

ITEM / DESCRIPTION	QUANTITY	UNIT PRICE
<p>5 Sack 3000 PSI</p> <p>For small loads add \$20 00 per load for ¼ to 2 coy or \$10 00 per load for 2 ¼ to ¾ coy (Do not apply to the first finish-up load)</p> <ul style="list-style-type: none"> Escalation: Not Applicable Truck Charges: \$60 00/hr after first hour (\$15 00 every 15 minutes) Terms: Net 10th Prox. with Approved Credit Plus State, County, and City Sales Tax, if Applicable 		\$ 56 00/CY

*** Do to critical supply of cement, currently we reserved the option to use multiple cement suppliers

Although efforts will be made to supply one supplier throughout projects***

We sincerely appreciate this opportunity to quote you and we would be honored to be your TRANSIT-MIXED CONCRETE supplier.

Accepted by purchaser

TRANSIT MIX CONCRETE & MATERIALS COMPANY

By: _____

By:  _____

WILLIAMSON COUNTY BID FORM

LAKE CREEK TRIBUTARY II

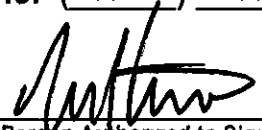
BID NUMBER: 00WC202

BID OPENING DATE & TIME: October 26, 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: AUSTIN FILTER SYSTEMS, INC.Mailing Address: 13653 RUTLEDGE SPUR AUSTIN, TEXAS 78717-1016

City: _____ State: _____ Zip: _____

Telephone: (512) 331-6673 Fax: (512) 331-6687
Signature of Person Authorized to Sign BIDDate of BID: OCTOBER 26, 1999Name and Title of Signer: MARK TOUNGATE - 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

BIDDER: AUSTIN FILTER SYSTEMS, INC.

233

PROPOSAL BIDDING SHEET

JOB NAME: Lake Creek, Tributary No 2

JOB LOCATION: Williamson County, Texas

OWNER Williamson County

DATE: October 26, 1999

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek, Tributary No. 2 and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1	LS	Mobilization, complete in place ONE HUNDRED TWENTY THOUSAND SIX HUNDRED NINETY- for TWO dollars and SEVENTY-FIVE cents	\$ 120,692.75	\$ 120,692.75
2	6.7	AC	Clearing and Grubbing, complete in place SIX THOUSAND for THREE HUNDRED dollars and NO cents	\$ 6,300.00	\$ 42,210.00
3	35,675	CY	Rough Cut Excavation, to within 4" of final grade, including haul, complete in place for SIXTEEN dollars and NO cents	\$ 16.00	\$ 574,367.50

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
4.	23,765	SY	Final Cut Excavation, to within ±1" of final grade, including haul, complete in place		
			for <u>ONE</u> dollars and <u>SEVENTY-FIVE</u> cents.	\$ <u>1.75</u>	\$ <u>41,588.75</u>
5	105	CY	Fill, compacted, complete in place		
			for <u>THREE</u> dollars and <u>NO</u> cents.	\$ <u>3.00</u>	\$ <u>315.00</u>
6.	4,225	LF	3'x 3'x12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>THIRTY-ONE</u> dollars and <u>NO</u> cents.	\$ <u>31.00</u>	\$ <u>130,975.00</u>
7	2,080	LF	3'x 3'x12' & 1 5'x 4 5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>FIFTY-SIX</u> dollars and <u>NO</u> cents	\$ <u>56.00</u>	\$ <u>116,480.00</u>
8.	100	LF	3'x 3'x12' & 3'x 4 5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>SEVENTY-NINE</u> dollars and <u>NO</u> cents	\$ <u>79.00</u>	\$ <u>7,900.00</u>

BIDDER: AUSTIN FILTER SYSTEMS, INC.

ORIGINAL

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
9	1,556	LF	Remove and Replace Existing Wooden Privacy Fence, complete in place for <u>SIXTEEN</u> dollars and <u>NO</u> cents	<u>\$ 16.00</u>	<u>\$ 24,896.00</u>
10.	845	LF	Remove and Replace Existing Chain Link Fence, complete in place for <u>TEN</u> dollars and <u>NO</u> cents	<u>\$ 10.00</u>	<u>\$ 8,450.00</u>
11.	1	LS	Pedestrian Bridge at Briar Hollow, including abutments, complete in place <u>FIFTY-SIX</u> for <u>THOUSAND</u> dollars and <u>NO</u> cents.	<u>\$ 56,000.00</u>	<u>\$ 56,000.00</u>
12.	XXX 373	LF	Retaining Wall, complete in place <u>THREE HUNDRED</u> for <u>FORTY</u> dollars and <u>NO</u> cents.	<u>\$ 340.00</u>	<u>\$ 126,820.00</u>
13	438	LF	Temporary Rock Berms, complete in place for <u>NINE</u> dollars and <u>NO</u> cents	<u>\$ 9.00</u>	<u>\$ 3,942.00</u>

BIDDER: AUSTIN FILTER SYSTEMS, INC.

biddoc.doc

BD-7

ORIGINAL

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
14	4	EA	Stabilized Construction Entrance/Exit, complete in place for <u>NINE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>900.00</u>	\$ <u>3,600.00</u>
15	585	LF	Tree Protection Fencing, complete in place for <u>TWO</u> dollars and <u>NO</u> cents.	\$ <u>2.00</u>	\$ <u>1,170.00</u>
16	30	EA	Field Verify and Field Locate Limits of the Existing Septic Systems, Prior to Channel Construction, complete in place for <u>TWO HUNDRED FIFTY</u> dollars and <u>NO</u> cents.	\$ <u>250.00</u>	\$ <u>7,500.00</u>
17.	6,640	LF	Construction Fencing around the limits of construction, complete in place for <u>ONE</u> dollars and <u>SEVENTY-FIVE</u> cents	\$ <u>1.75</u>	\$ <u>11,620.00</u>
18.	1	LS	Plan Sheet 18, Note 8, Contractors are to include \$5,000 as part of their bid. To be used to expedite a solution unforeseen in the field Any unused portion shall be credited to the Owner. for <u>\$5,000</u> dollars and <u>00</u> cents.	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

BIDDER: AUSTIN FILTER SYSTEMS, INC.

biddoc.doc

BD-8

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
19	1	LS	7 - 9'x5', 15% Skew, Cast-in-Place Box Culverts, complete in place NINETY ONE THOUSAND, TWO for <u>HUNDRED FIFTY-ONE</u> dollars and <u>NO</u> cents	\$ <u>91,251.00</u>	\$ <u>91,251.00</u>
20	4	EA	Parallel Wingwalls, 15% Skew, complete in place TWO THOUSAND for <u>NINE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>2,900.00</u>	\$ <u>11,600.00</u>
21	210	LF	1-1/2' Extension of Headwall, complete in place for <u>TWENTY-EIGHT</u> dollars and <u>NO</u> cents.	\$ <u>28.00</u>	\$ <u>5,880.00</u>
22	210	LF	Pedestrian Handrail, complete in place for <u>SEVENTY-SIX</u> dollars and <u>NO</u> cents.	\$ <u>76.00</u>	\$ <u>15,960.00</u>
23	1,012	SF	4' Sidewalk, complete in place for <u>THREE</u> dollars and <u>NO</u> cents	\$ <u>3.00</u>	\$ <u>3,036.00</u>
24	1,235	SF	5' Sidewalk, complete in place for <u>THREE</u> dollars and <u>NO</u> cents.	\$ <u>3.00</u>	\$ <u>3,705.00</u>

Bld

Item Description

Unit

BIDDER: AUSTIN FILTER SYSTEM, SI NC.

biddoc.doc

BD-9

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>and Written Unit Price</u>	<u>Price</u>	<u>Amount</u>
25	48	LF	Concrete Pilot Channel, down embankment, along wingwalls, complete in place for <u>THIRTY-FIVE</u> dollars and <u>NO</u> cents.	\$ <u>35.00</u>	\$ <u>1,680.00</u>
26.	1,310	SY	2" H.M A C , complete in place for <u>SEVEN</u> dollars and <u>NO</u> cents.	\$ <u>7.00</u>	\$ <u>9,170.00</u>
27	1,482	SY	12" Flexible Base, complete in place for <u>SEVEN</u> dollars and <u>NO</u> cents	\$ <u>7.00</u>	\$ <u>10,374.00</u>
28	490	LF	Re-grade roadside ditches along Broadmeade, complete in place for <u>TWO</u> dollars and <u>NO</u> cents.	\$ <u>2.00</u>	\$ <u>980.00</u>
29	20	LF	24" RCP, complete in place for <u>FORTY-TWO</u> dollars and <u>NO</u> cents.	\$ <u>42.00</u>	\$ <u>840.00</u>

BIDDER: AUSTIN FL TER SYSTEMS, INC.

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
30.	150	LF	Relocate Existing 8" Water Line, at Broadmeade, including casing, and all appurtenances, complete in place		
			for FIFTY dollars and NO cents.	\$ 50.00	\$ 7,500.00
31	1	LS	Traffic Control, complete in place TWO THOUSAND for THREE HUNDRED dollars and NO cents	\$ 2,300.00	\$ 2,300.00

TOTAL BASE BID (Items 1 through 18): \$ 1,283,527.00

TOTAL ALTERNATE BID (Items 19 through 31) \$ 164,276.00

STATEMENT OF SEPARATE CHARGES:

Materials:	\$ 490,543.00
All Other Charges:	\$ 957,260.00
Total:	\$ 1,447,803.00

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within 210 calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 210 calendar-day period, the bidder shall pay the amount of **Three Hundred Dollars (\$300.00)** per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders

BIDDER: AUSTIN FILTER SYSTEMS, INC.

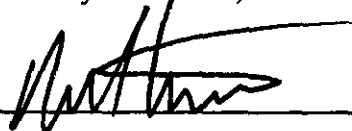
The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

The undersigned acknowledges receipt of the following addenda

Addendum No 1 dated OCT. 22, 1999
 Addendum No 2 dated OCT. 22, 1999
 Addendum No 3 dated _____

Received OCT 22, 1999 VIA FAX
 Received OCT 25, 1999 VIA FAX
 Received _____

Respectfully Submitted,



MARK TOUNGATE - PRESIDENT

Title

AUSTIN FILTER SYSTEMS, INC.

Name of Firm

OCTOBER 26, 1999

Date

AUSTIN FILTER SYSTEMS, INC.

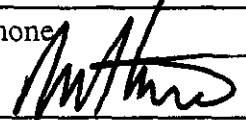
13653 RUTLEDGE SPUR
AUSTIN, TEXAS 78717-1016

Address

TELEPHONE: 512/331-6673

FAX: 512/331-6687

Telephone



Secretary, if Contractor is a Corporation
MARK TOUNGATE - SECRETARY

COMMERCIAL INDEMNITY**Insurance Company**

BID BOND

BOND NUMBER BD41184**KNOW ALL MEN BY THESE PRESENTS:**

THAT Austin Filter Systems, Inc , 13653 Rutledge Spur, TX, 787171016 as Principal, and **COMMERCIAL INDEMNITY INSURANCE COMPANY**, as Surety, are held and firmly bound unto Williamson County, Texas, 710 Main Street, Georgetown, TX, 78626 as Oblige, in the full and just sum of Five (5%) percent of the amount bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal is hereby submitting its proposal for Lake Creek Tributary II, Channel Improvements, Project No 00WC202

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

Signed, sealed and delivered 15th day of October, 1999

Austin Filter Systems, Inc

PRINCIPAL

By


 MARK TOUNGATE - PRESIDENT

(SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By


 Anna M. Hilt,

ATTORNEY-IN-FACT

(SEAL)

Commercial Indemnity Insurance Company
2550 S IH 35, Suite 100
Austin, Texas 78704

COMMERCIAL
INDEMNITY INSURANCE CO.

BD41184
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7th day of April, 1999, to wit

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

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

Anna M. Hilt

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows

The Obligation of the Company shall not exceed one million (\$1,000,000 00) Dollars

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

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

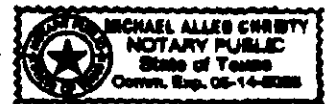


John W. Schuler
John W. Schuler, President

State of Texas
County of Travis

On this 7th day of April, in the year 1999, before me Michael Allen Christy, a notary public, personally appeared John W. Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it

Michael Allen Christy



Commission Expires 5-14-2003

Michael Allen Christy, Notary Public

CERTIFICATE

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

Signed and Sealed at the said Company at Austin, Texas dated this 15th day of October, 1999



Joel T. Massey

Joel T. Massey, Secretary

COPY

WILLIAMSON COUNTY BID FORM

LAKE CREEK TRIBUTARY II

BID NUMBER: 00WC202

BID OPENING DATE & TIME: October 26, 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, LtdMailing Address: 662 Brazos, Ste. 210City: Austin State: TX Zip: 78701Telephone: (512) 476-4282 Fax: (512) 476-4286

C Craig Carlton - Manager Date of BID: 10-26-99
Signature of Person Authorized to Sign BID

Name and Title of Signer: C Craig Carlton - ~~Pres~~ Manager
(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

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

244

PROPOSAL BIDDING SHEET

JOB NAME Lake Creek, Tributary No 2

JOB LOCATION Williamson County, Texas

OWNER Williamson County

DATE October 26, 1999

Gentlemen.

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek, Tributary No. 2 and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1	1	LS	Mobilization, complete in place for <u>ONE HUNDRED</u> ⁰⁰⁰ THOUSAND ⁰⁰⁰ dollars and <u>ZERO</u> cents.	\$100,000.00 ⁰⁰⁰ \$100,000.00	⁰⁰⁰ \$100,000.00
2.	67	AC	Clearing and Grubbing, complete in place for <u>SIX THOUSAND</u> dollars and <u>ZERO</u> cents	⁰⁰ \$6,000.00 <u>\$ 6000⁰⁰</u>	⁰⁰ \$40,200.00 <u>\$ 40,200.00</u>
3	35,675	CY	Rough Cut Excavation, to within 4" of final grade, including haul, complete in place for <u>FOURTEEN</u> dollars and <u>FIFTY</u> cents	⁰⁰ \$14.00 <u>\$ 14⁰⁰</u>	⁰⁰ \$517,287.50 <u>\$ 517,287.50</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
4	23,765	SY	Final Cut Excavation, to within ±1" of final grade, including haul, complete in place		
			for <u>ONE</u> dollars and <u>TWO</u> cents.	\$ <u>1⁰⁰</u>	\$ <u>23,765.00</u>
5	105	CY	Fill, compacted, complete in place		
			for <u>FIVE</u> dollars and <u>TWO</u> cents	\$ <u>5⁰⁰</u>	\$ <u>525.00</u>
6.	4,225	LF	3'x 3'x12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>FORTY FOUR</u> dollars and <u>TWO</u> cents	\$ <u>44⁰⁰</u>	\$ <u>185,900.00</u>
7	2,080	LF	3'x 3'x12' & 1 5'x 4 5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>EIGHTY</u> dollars and <u>TWO</u> cents	\$ <u>80⁰⁰</u>	\$ <u>166,400.00</u>
8.	100	LF	3'x 3'x12' & 3'x 4 5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>ONE HUNDRED FIFTY</u> dollars and <u>TWO</u> cents.	\$ <u>115⁰⁰</u>	\$ <u>11,500.00</u>

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
9	1,556	LF	Remove and Replace Existing Wooden Privacy Fence, complete in place for <u>Fifteen</u> dollars and <u>zero</u> cents.	\$ <u>15.⁰⁰</u>	\$ <u>23340.⁰⁰</u>
10.	845	LF	Remove and Replace Existing Chain Link Fence, complete in place for <u>Twenty five</u> dollars and <u>zero</u> cents.	\$ <u>25.⁰⁰</u>	\$ <u>21125.⁰⁰</u>
11.	1	LS	Pedestrian Bridge at Briar Hollow, including abutments, complete in place for <u>Seventy eight</u> ^{thousand} dollars and <u>zero</u> cents.	\$ <u>78,000.⁰⁰</u>	\$ <u>78000.⁰⁰</u>
12.	^{373 Per add #2} <u>115</u>	LF	Retaining Wall, complete in place for <u>Four hundred</u> ^{fifty} dollars and <u>zero</u> cents.	\$ <u>450.⁰⁰</u>	\$ <u>167850.⁰⁰</u>
13.	438	LF	Temporary Rock Berms, complete in place for <u>Twenty</u> dollars and <u>zero</u> cents.	\$ <u>20.⁰⁰</u>	\$ <u>8760.⁰⁰</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
14	4	EA	Stabilized Construction Entrance/Exit, complete in place for <u>Fifteen hundred</u> dollars and <u>Zero</u> cents.	\$ <u>1500.00</u>	\$ <u>6000.00</u>
15.	585	LF	Tree Protection Fencing, complete in place for <u>Five</u> dollars and <u>Zero</u> cents	\$ <u>5.00</u>	\$ <u>2925.00</u>
16	30	EA	Field Verify and Field Locate Limits of the Existing Septic System Prior to Channel Construction, complete in place for <u>Two hundred</u> dollars and <u>Zero</u> cents	\$ <u>200.00</u>	\$ <u>6000.00</u>
17	6,640	LF	Construction Fencing around the limits of construction, complete in place for <u>Four</u> dollars and <u>Zero</u> cents.	\$ <u>4.00</u>	\$ <u>26560.00</u>
18	1	LS	Plan Sheet 18, Note 8, Contractors are to include \$5,000 as part of their bid. To be used to expedite a solution unforeseen in the field. Any unused portion shall be credited to the Owner for <u>\$5,000</u> dollars and <u>00</u> cents.	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

biddoc.doc

BD-8

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
19	1	LS	7 - 9'x5', 15% Skew, Cast-in-Place Box Culverts, complete in place for <u>One hundred</u> ^{six thousand} dollars and <u>Zero</u> cents	<u>\$140,000.⁰⁰</u>	<u>\$140,000.⁰⁰</u>
20.	4	EA	Parallel Wingwall, 15% Skew, complete in place for <u>Six thousand</u> dollars and <u>Zero</u> cents	<u>\$6,000.⁰⁰</u>	<u>\$24,000.⁰⁰</u>
21	210	LF	1-1/2' Extension of Headwall, complete in place for <u>Fifty</u> dollars and <u>Zero</u> cents.	<u>\$50.⁰⁰</u>	<u>\$10,500.⁰⁰</u>
22	210	LF	Pedestrian Handrail, complete in place for <u>Forty</u> dollars and <u>Zero</u> cents	<u>\$40.⁰⁰</u>	<u>\$8,400.⁰⁰</u>
23.	1,012	SF	4' Sidewalk, complete in place for <u>Six</u> dollars and <u>Zero</u> cents	<u>\$6.⁰⁰</u>	<u>\$6,072.⁰⁰</u>
24	1,235	SF	5' Sidewalk, complete in place for <u>Six</u> dollars and <u>Zero</u> cents.	<u>\$6.⁰⁰</u>	<u>\$7,410.⁰⁰</u>

Bid

Item Description

Unit

bidder doc

BD-9

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>and Written Unit Price</u>	<u>Price</u>	<u>Amount</u>
25	48	LF	Concrete Pilot Channel, down embankment, along wingwalls, complete in place for <u>Two hundred</u> dollars and <u>zero</u> cents.	<u>\$200.00</u>	<u>\$9600.00</u>
26.	1,310	SY	2" H.M.A.C., complete in place for <u>Six</u> dollars and <u>zero</u> cents.	<u>\$6.00</u>	<u>\$7860.00</u>
27.	1,482	SY	12" Flexible Base, complete in place for <u>Eleven</u> dollars and <u>zero</u> cents.	<u>\$11.00</u>	<u>\$16302.00</u>
28.	490	LF	Re-grade roadside ditches along Broadmeade, complete in place for <u>Five</u> dollars and <u>zero</u> cents.	<u>\$5.00</u>	<u>\$2450.00</u>
29	20	LF	24" RCP, complete in place for <u>Sixty</u> dollars and <u>zero</u> cents.	<u>\$60.00</u>	<u>\$1200.00</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
30.	150	LF	Relocate Existing 18" Water Line, at Broadmeade, including casing, and all appurtenances, complete in place for <u>One hundred</u> dollars and <u>Zero</u> cents.	\$ <u>100.⁰⁰</u>	\$ <u>15000.⁰⁰</u>
31.	1	LS	Traffic Control, complete in place for <u>Five thousand</u> dollars and <u>Zero</u> cents.	\$ <u>5000.⁰⁰</u>	\$ <u>5000.⁰⁰</u>

TOTAL BASE BID (Items 1 through 18):

\$ 1,391,137.⁵⁰

TOTAL ALTERNATE BID (Items 19 through 31)

\$ 253,794.⁰⁰

STATEMENT OF SEPARATE CHARGES: For Base Bid Only

Materials:	\$ <u>391,137.⁵⁰</u>
All Other Charges:	\$ <u>1,000,000.⁰⁰</u>
Total:	\$ <u>1,391,137.⁵⁰</u>

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within 210 calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 210 calendar-day period, the bidder shall pay the amount of **Three Hundred Dollars (\$300.00)** per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

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

The undersigned acknowledges receipt of the following addenda. ~~None~~

Addendum No. 1 dated 10-22-99
 Addendum No. 2 dated 10-22-99
 Addendum No. 3 dated _____

Received 10-25-99
 Received 10-25-99
 Received _____

Respectfully Submitted,
C. C. Carlton Industries, Ltd.
 By: Carlton GP, LLC.
 General Partner

By: C. Craig Carlton, Manager
 C. Craig Carlton, Manager

Title

C.C. Carlton Industries, Ltd
 Name of Firm

10/26/99
 Date

612 Brazos, Ste. 210

Austin, TX 78701
 Address

512 476-4282
 Telephone

Secretary, if Contractor is a Corporation

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, C. C. Carlton Industries, Ltd. as PRINCIPAL and Fidelity and Guaranty Insurance Underwriters, Inc. SURETY, are held and firmly bound unto Williamson County hereinafter referred to as the "OWNER", in the penal sum of five percent (5%) of the total amount of the bid of the PRINCIPAL submitted to the OWNER, for the work described below; for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the sum of \$ 5% of bid by the Principal

The CONDITIONS OF THIS OBLIGATION ARE SUCH, THAT whereas, said PRINCIPAL has submitted the above mentioned bid to the OWNER, for construction for the work under the "SPECIFICATIONS FOR CONSTRUCTION OF LAKE CREEK, TRIBUTARY NO. 2" for which bids are to be opened at the office of the OWNER on 10/26/99

NOW THEREFORE, if the PRINCIPAL is awarded the contract, and within the time and manner required under the heading "Instructions to Bidders", after the prescribed forms are presented to him for signature, enters into a written agreement, substantially in the form contained in the Specifications, in accordance with the bid and files the two (2) bonds with the OWNER, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void, otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the OWNER and judgement is recovered, said SURETY shall pay all costs incurred by the OWNER in such suit, including a reasonable attorney's fee to be fixed by the Court.

In WITNESS WHEREOF, we have hereunto set our hands and seals this day of 26th of October, 1999

C. C. Carlton Industries, Ltd.
Principal

By Doris Holmes Secretary of
(Seal) General Partnership

Fidelity and Guaranty Insurance
Surety Underwriters, Inc.

By: John W. Wagner
(Seal) John W. Wagner, Attorney-in-Fact

C.C. CARLTON INDUSTRIES, LTD.
612 BRAZOS STE 210
AUSTIN, TEXAS 78701

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 **Roberta 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 AD 1998.

Fidelity and Guaranty Insurance Underwriters, Inc.



(Signed) By [Signature] Vice President

(Signed) By Thomas E. Huibregtse Assistant Secretary

State of Maryland)

SS

Baltimore City)

On this 2nd day of October AD 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 AD 2002.



(Signed) By Thomas E. Huibregtse 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 26th day of October, 1999



Thomas E. Huibregtse
Assistant Secretary

RECORDERS MEMORANDUM

254

COPY

WILLIAMSON COUNTY BID FORM

LAKE CREEK TRIBUTARY II

BID NUMBER: 00WC202

BID OPENING DATE & TIME: October 26, 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: Chasco ContractingMailing Address: P.O. Box 1057City: Round Rock State: TX Zip: 78680Telephone: (512) 244-0600 Fax: (512) 244-0489Signature of Person Authorized to Sign BID:  Date of BID: 10/26/99Name and Title of Signer: Chaz Glace, CEO
(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

255

PROPOSAL BIDDING SHEET

JOB NAME. Lake Creek, Tributary No. 2

JOB LOCATION Williamson County, Texas

OWNER. Williamson County

DATE October 26, 1999

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek, Tributary No. 2 and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1	LS	Mobilization, complete in place for <u>one hundred fifty thousand</u> dollars and <u>no</u> cents.	\$ <u>150,000</u>	\$ <u>150,000</u>
2	6.7	AC	Clearing and Grubbing, complete in place for <u>sixteen thousand</u> dollars and <u>no</u> cents.	\$ <u>16,000</u>	\$ <u>107,200</u>
3	35,675	CY	Rough Cut Excavation, to within 4" of final grade, including haul, complete in place for <u>twenty three</u> dollars and <u>no</u> cents.	\$ <u>23</u>	\$ <u>820,525</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
4	23,765	SY	Final Cut Excavation, to within $\pm 1''$ of final grade, including haul, complete in place		
			for <u>two</u> dollars and <u>70</u> cents.	\$ <u>2⁷⁰</u>	\$ <u>64,165⁵⁰</u>
5.	105	CY	Fill, compacted, complete in place		
			for <u>twelve</u> dollars and <u>no</u> cents.	\$ <u>12⁻</u>	\$ <u>1,260</u>
6	4,225	LF	3'x 3'x12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>thirty nine</u> dollars and <u>no</u> cents.	\$ <u>39⁻</u>	\$ <u>164,775⁻</u>
7.	2,080	LF	3'x 3'x12' & 1.5'x 4.5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>sixty eight</u> dollars and <u>no</u> cents.	\$ <u>68⁻</u>	\$ <u>141,440</u>
8.	100	LF	3'x 3'x12' & 3'x 4.5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place		
			for <u>ninety seven</u> dollars and <u>no</u> cents.	\$ <u>97⁻</u>	\$ <u>9,700</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
9.	1,556	LF	Remove and Replace Existing Wooden Privacy Fence, complete in place for <u>seventeen</u> dollars and <u>50 fifty</u> cents.	\$ <u>17.50</u>	\$ <u>27,230-</u>
10	845	LF	Remove and Replace Existing Chain Link Fence, complete in place for <u>eight</u> dollars and <u>fifty</u> cents.	\$ <u>9.50</u>	\$ <u>7,825.00</u>
11.	1	LS	Pedestrian Bridge at Briar Hollow, including abutments, complete in place for <u>fifty five thousand</u> dollars and <u>no</u> cents.	\$ <u>55,000-</u>	\$ <u>55,000-</u>
12.	<u>373</u> <u>115</u>	LF	Retaining Wall, complete in place for <u>three hundred</u> dollars and <u>no</u> cents.	\$ <u>300-</u>	\$ <u>111,900-</u>
13	438	LF	Temporary Rock Berms, complete in place for <u>sixteen</u> dollars and <u>no</u> cents.	\$ <u>16-</u>	\$ <u>7,008-</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
14	4	EA	Stabilized Construction Entrance/Exit, complete in place for <u>two thousand</u> dollars and <u>no</u> cents.	\$ <u>2,000</u>	\$ <u>8,000</u>
15.	585	LF	Tree Protection Fencing, complete in place for <u>three</u> dollars and <u>no</u> cents.	\$ <u>3</u>	\$ <u>1,755</u>
16.	30	EA	Field Verify and Field Locate Limits of the Existing Septic Systems, Prior to Channel Construction, complete in place for <u>five hundred</u> dollars and <u>no</u> cents.	\$ <u>500</u>	\$ <u>15,000</u>
17.	6,640	LF	Construction Fencing around the limits of construction, complete in place for <u>two</u> dollars and <u>50</u> cents.	\$ <u>2.50</u>	\$ <u>16,600</u>
18.	1	LS	Plan Sheet 18, Note 8, Contractors are to include \$5,000 as part of their bid. To be used to expedite a solution unforeseen in the field. Any unused portion shall be credited to the Owner. for <u>\$5,000</u> dollars and <u>00</u> cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
19.	1	LS	7 - 9'x5', 15% Skew, Cast-in-Place Box Culverts, complete in place for <u>one hundred thousand</u> dollars and <u>no</u> cents.	\$ <u>100,000</u>	\$ <u>100,000</u>
20	4	EA	Parallel Wingwalls, 15% Skew, complete in place for <u>three thousand one hundred</u> dollars and <u>no</u> cents.	\$ <u>3,100</u>	\$ <u>12,400</u>
21	210	LF	1-1/2' Extension of Headwall, complete in place for <u>fifty</u> dollars and <u>no</u> cents	\$ <u>15</u>	\$ <u>3,150</u>
22	210	LF	Pedestrian Handrail, complete in place for <u>twenty five</u> dollars and <u>no</u> cents.	\$ <u>25</u>	\$ <u>5,250</u>
23.	1,012	SF	4' Sidewalk, complete in place for <u>three</u> dollars and <u>fifty</u> cents.	\$ <u>350</u>	\$ <u>3,542</u>
24	1,235	SF	5' Sidewalk, complete in place for <u>three</u> dollars and <u>no</u> cents.	\$ <u>3</u>	\$ <u>3,705</u>

Bid	Item Description	Unit
-----	------------------	------

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>and Written Unit Price</u>	<u>Price</u>	<u>Amount</u>
25	48	LF	Concrete Pilot Channel, down embankment, along wingwalls, complete in place for <u>fifty</u> dollars and <u>no</u> cents.	\$ <u>50-</u>	\$ <u>2,400</u>
26.	1,310	SY	2" H.M.A.C., complete in place for <u>six</u> dollars and <u>fifty</u> cents.	\$ <u>6 50</u>	\$ <u>8,515-</u>
27	1,482	SY	12" Flexible Base, complete in place for <u>ten</u> dollars and <u>no</u> cents	\$ <u>10-</u>	\$ <u>14,820-</u>
28.	490	LF	Re-grade roadside ditches along Broadmeade, complete in place for <u>five</u> dollars and <u>no</u> cents.	\$ <u>5-</u>	\$ <u>2,450-</u>
29	20	LF	24" RCP, complete in place for <u>sixty one</u> dollars and <u>no</u> cents	\$ <u>61-</u>	\$ <u>1,220-</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
30	150	LF	Relocate Existing 8" Water Line, at Broadmeade, including casing, and all appurtenances, complete in place		
			for <u>one hundred twenty</u> dollars and <u>no</u> cents.	\$ <u>120-</u>	\$ <u>18,000</u>
31	1	LS	Traffic Control, complete in place		
			for <u>four thousand</u> dollars and <u>no</u> cents.	\$ <u>4,000</u>	\$ <u>4,000</u>

TOTAL BASE BID (Items 1 through 18):

\$ 1,713,741.00

TOTAL ALTERNATE BID (Items 19 through 31)

\$ 179,452.00

STATEMENT OF SEPARATE CHARGES:

Materials:

\$ 685,000.00

All Other Charges:

\$ 1,028,741.00

Total: BASE BID

\$ 1,713,741.00

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within 210 calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 210 calendar-day period, the bidder shall pay the amount of Three Hundred Dollars (\$300.00) per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

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

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated 10/22/99
Addendum No 2 dated 10/22/99
Addendum No 3 dated _____

Received 10/22/99
Received 10/25/99
Received _____

Respectfully Submitted,

P.O. Box 1057

Chaz Glace, CEO
Title

Round Rock, TX 78680
Address

Chasco Contracting
Name of Firm

(512) 244-0600
Telephone

October 26, 1999
Date

Suzanne Merriman
Secretary, if Contractor is a Corporation



Bid Bond
Surety Department

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we,

CHASCO CONTRACTING

as Principal, hereinafter called the Principal, and the **HARTFORD FIRE INSURANCE COMPANY**, a corporation created and existing under the laws of the State of **CONNECTICUT**, whose principal office is in **HARTFORD**, as Surety, hereinafter called the Surety, are held and firmly bound unto

Williamson County, Texas
as Obligee, hereinafter called the Obligee, in the sum of 5% of amount 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

Lake Creek Tributary II
Bid #00WC202

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 biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials 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 26th day of October A.D. 1999

Witness

(If Individual)

CHASCO CONTRACTING

(Principal)

(SEAL)

By

(Title) Chaz Glace, CEO

(SEAL)

Attest

(If Corporation)

Evan G. Merima

(SEAL)

Hartford Fire Insurance Company

(SEAL)

Attest

Julie Boes

By

Nina Smith

Nina Smith Attorney-in-fact

(Title)

(SEAL)

(Approved by the American Institute of Architects,
A I A Document No A-310, 1970 Edition)

264

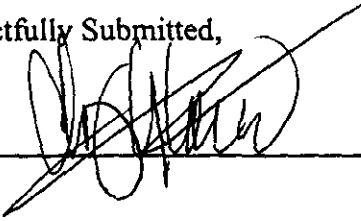
The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final. The Owner reserves the right to reject any or all bids and may waive any informalities.

The undersigned acknowledges receipt of the following addenda.

Addendum No. 1 dated 10/22/99
Addendum No. 2 dated 10/22/99
Addendum No. 3 dated _____

Received 10/22/99
Received 10/25/99
Received _____

Respectfully Submitted,



Chaz Glace, CEO

Title

Chasco Contracting

Name of Firm

October 26, 1999

Date

P.O. Box 1057

Round Rock, TX 78680

Address

(512) 244-0600

Telephone



Secretary, if Contractor is a Corporation



Bid Bond
Surety Department

Bond No.

KNOW ALL MEN BY THESE PRESENTS,

That we,

CHASCO CONTRACTING

as Principal, hereinafter called the Principal, and the **HARTFORD FIRE INSURANCE COMPANY**, a corporation created and existing under the laws of the State of **CONNECTICUT**, whose principal office is in **HARTFORD**, as Surety, hereinafter called the Surety, are held and firmly bound unto

Williamson County, Texas
as Oblige, hereinafter called the Oblige, in the sum of 5% of amount 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

Lake Creek Tributary II
Bid #00WC202

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 biddings or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials 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 26th day of October A.D. 1999

Witness

(If Individual)

CHASCO CONTRACTING

(Principal)

(SEAL)

By

(Title)

Chaz Glace, CEO

(SEAL)

(SEAL)

Attest

(If Corporation)

Susan A. Meniman

Hartford Fire Insurance Company

(SEAL)

Attest

Julie Boes

By

Niha Smith

Niha Smith Attorney-in-fact

(Title)

(SEAL)

(Approved by the American Institute of Architects,
AIA Document No A-310, 1970 Edition)

266

Hartford, Connecticut

POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make constitute and appoint

**ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, VIOLET FROSCH,
NINA SMITH and ROBERT K. NITSCHKE
of GIDDINGS, TEXAS**

its true and lawful Attorney(s)-in-Fact, with full power and authority to each of said Attorney(s)-in-Fact, in their separate capacity if more than one is named above to sign execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust, guaranteeing the performance of contracts other than insurance policies, guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, ("the Company") as amended by the Board of Directors at a meeting duly called and held on July 9 1997, as follows

ARTICLE IV

SECTION 7 The President or any Vice President or Assistant Vice-President, acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings recognizances contracts of indemnity and other writings obligatory in the nature thereof, and such instruments so signed and executed with or without the common seal shall be valid and binding upon the Company

SECTION 8 The President or any Vice-President or any Assistant Vice President acting with any Secretary or Assistant Secretary, shall have power and authority to appoint for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof one or more resident Vice Presidents resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such resident Vice-President, resident Assistant Secretary or Attorney-in-Fact, and revoke the power and authority given to him

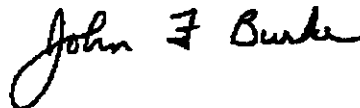
Resolved that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon 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 to which it is attached

In Witness Whereof, HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice President, and its corporate seal to be hereto affixed, duly attested by its Secretary, this 15th day of September, 1997

Attest:

HARTFORD FIRE INSURANCE COMPANY





Richard A. Hermanson Secretary

John F. Burke, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS.

On this 15th day of September, A D 1997 before me personally came John F. Burke, to me known, who being by me duly sworn, did depose and say that he resides in the County of Hartford State of Connecticut, that he is the Assistant Vice-President of HARTFORD FIRE INSURANCE COMPANY the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } SS.




Jean H. Wozniak
Notary Public
My Commission Expires June 30, 1999

CERTIFICATE

I, the undersigned, Secretary of HARTFORD FIRE INSURANCE COMPANY, a Connecticut Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked and furthermore, that Article IV Sections 7 and 8 of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, set forth in the Power of Attorney, are now in force

Signed and sealed at the City of Hartford

Dated the 26th day of October 19 99




Robert L. Post, Secretary

COPY

WILLIAMSON COUNTY BID FORM

VOL 0107 PAGE 825

LAKE CREEK TRIBUTARY II

BID NUMBER: 00WC202

BID OPENING DATE & TIME: October 26, 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:

CHEROKEE CONSTRUCTION, INC.

Mailing Address:

11652 Jollyville Rd.

City:

AUSTIN

State:

TX

Zip:

78759

Telephone:

(512) 249-7180

Fax:

(512) 258-2867

Signature of Person Authorized to Sign BID



Date of BID:

10/26/99

Name and Title of Signer:

PETER KEHLE, 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

268

Page 9 of 11

CHEROKEE

PROPOSAL BIDDING SHEET

Unit

Price

JOB NAME: Lake Creek, Tributary No. 2

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County

DATE: October 26, 1999

VOL 0107 PAGE 826

Copy

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek, Tributary No. 2 and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1	LS	Mobilization, complete in place for <u>6,000</u> dollars and <u>00</u> cents.	\$ <u>50,000</u>	\$ <u>50,000</u>
2.	6.7	AC	Clearing and Grubbing, complete in place for <u>two thousand five hundred</u> dollars and <u>00</u> cents.	\$ <u>2,500</u>	\$ <u>16,750</u>
3.	35,675	CY	Rough Cut Excavation, to within 4" of final grade, including haul, complete in place for <u>27.00</u> dollars and <u>00</u> cents.	\$ <u>30</u>	\$ <u>1,070,250</u>

CHERAKER

Bid
Item

Quantity

Unit

Item Description
and Written Unit Price

Unit
Price

Amount

4.

23,765

SY

Final Cut Excavation, to within
±1" of final grade, including haul,
complete in place

for Three dollars
and Sixty cents.

\$ 3.60

\$ 85,554

5.

105

CY

Fill, compacted,
complete in place

for Twenty dollars
and No cents.

\$ 20

\$ 2100

6.

4,225

LF

3'x 3'x12' Gabions, PVC coated
wire mesh, including backfill, filter
fabric, and fasteners,
complete in place

for Forty seven dollars
and No cents.

\$ 47

\$ 198,575

7.

2,080

LF

3'x 3'x12' & 1.5'x 4.5'x 12' Gabions,
PVC coated wire mesh, including
backfill, filter fabric, and fasteners,
complete in place

for Fifty Three dollars
and No cents.

\$ 53

\$ 110,240

8.

100

LF

3'x 3'x12' & 3'x 4.5'x 12' Gabions,
PVC coated wire mesh, including
backfill, filter fabric, and fasteners,
complete in place

for Seventy seven dollars
and No cents.

\$ 77

\$ 7,700

270

CHEROKEE

VOL 0107 PAGE 828

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
9.	1,556	LF	Remove and Replace Existing Wooden Privacy Fence, complete in place for <u>Twenty</u> dollars and <u>NO</u> cents.	\$ <u>20</u>	\$ <u>31,120</u>
10.	845	LF	Remove and Replace Existing Chain Link Fence, complete in place for <u>Twenty Five</u> dollars and <u>NO</u> cents.	\$ <u>25</u>	\$ <u>21,125</u>
11.	1	LS	Pedestrian Bridge at Briar Hollow, including abutments, complete in place for <u>seventy thousand</u> dollars and <u>NO</u> cents.	\$ <u>70,000</u>	\$ <u>70,000</u>
12.	445 <u>373</u> <i>JK</i>	LF	Retaining Wall, complete in place for <u>Three hundred eighty two</u> dollars and <u>NO</u> cents.	\$ <u>382</u>	\$ <u>142,486</u>
13.	438	LF	Temporary Rock Berms, complete in place for <u>Fifteen</u> dollars and <u>NO</u> cents.	\$ <u>15</u>	\$ <u>6,570</u>

CHERKEE

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
14.	4	EA	Stabilized Construction Entrance/Exit, complete in place for <u>one thousand</u> dollars and <u>no</u> cents.	\$ <u>1000</u>	\$ <u>4,000</u>
15.	585	LF	Tree Protection Fencing, complete in place for <u>three</u> dollars and <u>no</u> cents.	\$ <u>3</u>	\$ <u>1755</u>
16.	30	EA	Field Verify and Field Locate Limits of the Existing Septic Systems, Prior to Channel Construction, complete in place for <u>three hundred</u> dollars and <u>no</u> cents.	\$ <u>300</u>	\$ <u>9,000</u>
17.	6,640	LF	Construction Fencing around the limits of construction, complete in place for <u>two</u> dollars and <u>five</u> cents.	\$ <u>2.50</u>	\$ <u>16,600</u>
18.	1	LS	Plan Sheet 18, Note 8, Contractors are to include \$5,000 as part of their bid. To be used to expedite a solution unforeseen in the field. Any unused portion shall be credited to the Owner. for <u>\$5,000</u> dollars and <u>00</u> cents.	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

CHERKE

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
19.	1	LS	7 - 9'x5', 15% Skew, Cast-in-Place Box Culverts, complete in place for _____ dollars and _____ cents.	\$7,248	\$7,248
20.	4	EA	Parallel Wingwalls, 15% Skew, complete in place for _____ dollars and _____ cents.	\$4,600	\$18,400
21.	210	LF	1-1/2' Extension of Headwall, complete in place for _____ dollars and _____ cents.	\$7	\$1,470
22.	210	LF	Pedestrian Handrail, complete in place for _____ dollars and _____ cents.	\$35	\$7,350
23.	1,012	SF	4' Sidewalk, complete in place for _____ dollars and _____ cents.	\$6.-	\$6,072
24.	1,235	SF	5' Sidewalk, complete in place for _____ dollars and _____ cents.	\$3.-	\$3,705

Bid

Item Description

Unit

biddoc doc

BD-9

273

CHEROKEE

Item	Quantity	Unit	and Written Unit Price	Price	Amount
25.	48	LF	Concrete Pilot Channel, down embankment, along wingwalls, complete in place for <u>Twenty six</u> dollars and <u>40</u> cents.	\$ <u>36</u>	\$ <u>1728</u>
26.	1,310	SY	2" H.M.A.C., complete in place for <u>Six</u> dollars and <u>40</u> cents.	\$ <u>6</u>	\$ <u>7860</u>
27.	1,482	SY	12" Flexible Base, complete in place for <u>Thirteen</u> dollars and <u>40</u> cents.	\$ <u>13</u>	\$ <u>19,266</u>
28.	490	LF	Re-grade roadside ditches along Broadmeade, complete in place for <u>Twenty</u> dollars and <u>40</u> cents.	\$ <u>20</u>	\$ <u>9,800</u>
29.	20	LF	24" RCP, complete in place for <u>Four</u> dollars and <u>40</u> cents.	\$ <u>40</u>	\$ <u>800</u>

CHEROKEE

VOL 0107 PAGE 832

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
30.	150	LF	Relocate Existing 8" Water Line, at Broadmeade, including casing, and all appurtenances, complete in place for <u>ninety eight</u> dollars and <u>00</u> cents.	\$ <u>98</u>	\$ <u>14,700</u>
31.	1	LS	Traffic Control, complete in place for <u>seven thousand five hundred</u> dollars and <u>00</u> cents.	\$ <u>7500</u>	\$ <u>7500</u>

TOTAL BASE BID (Items 1 through 18):

\$ 1,848,825

TOTAL ALTERNATE BID (Items 19 through 31)

\$ 202,499

STATEMENT OF SEPARATE CHARGES:

Materials:

\$ 820,525

All Other Charges:

\$ 1,238,715

Total:

\$ 2,059,240

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within 210 calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 210 calendar-day period, the bidder shall pay the amount of **Three Hundred Dollars (\$300.00)** per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

CHEROKEE

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

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	<u>10-22-99</u>	Received	<u>yes</u>
Addendum No. 2 dated	<u>10-25-99</u>	Received	<u>yes</u>
Addendum No. 3 dated	<u> </u>	Received	<u> </u>

Respectfully Submitted,



President
Title


Cherokee Construction, Inc.
Name of Firm

10-26-99
Date

11652 Jollyville Rd.

Austin, TX- 78759
Address

512-249-7180
Telephone


Secretary, if Contractor is a Corporation

COMMERCIAL INDEMNITY**Insurance Company****BID BOND****BOND NUMBER BD41227****KNOW ALL MEN BY THESE PRESENTS:**

THAT Cherokee Construction, 11652 Jollyville Road, Austin, TX 78759 as Principal, and COMMERCIAL INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto Williamson County Auditor's Office, 710 Main Street, Suite 303, Georgetown, TX 78620 as Oblige, in the full and just sum of Five (5%) percent of the amount bid— lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal is hereby submitting its proposal for Lake Creek Tributary II ,Bid No. 00WC202.

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

Signed, sealed and delivered October 25th, 1999

Cherokee Construction

PRINCIPAL

By

 (SEAL)**COMMERCIAL INDEMNITY INSURANCE COMPANY**

By

 (SEAL)

John W. Schuler, ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
2550 S IH 35, Suite 100
Austin, Texas 78704

COMMERCIAL
INDEMNITY INSURANCE CO.

VOL 0107 PAGE 835

BD41227

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7th day of April, 1999, to wit

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

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

John W. Schuler

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows

The Obligation of the Company shall not exceed one million (\$1,000,000 00) Dollars

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

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

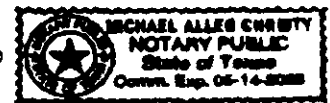


John W. Schuler
John W. Schuler, President

State of Texas
County of Travis

On this 7th day of April, in the year 1999, before me Michael Allen Christy, a notary public, personally appeared John W Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it

Michael Allen Christy



Commission Expires 5-14-2003

Michael Allen Christy, Notary Public

CERTIFICATE

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

Signed and Sealed at the said Company at Austin Texas dated this 25th day of October, 1999



Joel T Massey

Joel T Massey, Secretary

278

CORPORATE AUTHORIZATION RESOLUTION

I, Jody Kehle, the undersigned Secretary of Cherokee Construction Inc. (The "Corporation") hereby certifies that:

The Corporation is duly organized and existing under the laws of the State of Texas and the following is a true, accurate and compared transcript of resolution contained in the minute book of the Corporation, duly adopted at a meeting of the board of Directors of said Corporation duly held on the 25 day of October 19 99 at which meeting there was present and acting throughout a quorum authorized to transact business hereinafter described, and that the proceeding of said meeting were in accordance with the charter and by-laws of said Corporation and that said resolutions have not been amended or revoked and are in full force and effect:

Resolved, that Peter Kehle (name), President (title) of the Corporation, be and is hereby authorized and empowered to sign any and all documents on behalf of said corporation, and to take such steps, and do such other acts and things, as in his or her judgment may be necessary, appropriate or desirable in connection with any bid submitted to or any contract entered into with, the City of Austin: and,

Resolved, that any and all transactions by any of the officers or representatives of the Corporation, in its name and for its account, with the City of Austin prior to the adoption of these resolutions be, and they are hereby, ratified and approved for all purposes.

Witness my hand and the seal of the Corporation this 25 day of October 19 99.

Jody Kehle
Secretary

(Corporate Seal)

Note: CORPORATE AUTHORIZATION RESOLUTION must be attested and dated by Secretary no earlier than one week before (NOT AFTER) contract date.

Cherokee

WILLIAMSON COUNTY BID FORM

LAKE CREEK TRIBUTARY II

BID NUMBER: 00WC202

BID OPENING DATE & TIME: October 26, 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: EDWARD R COLEMAN CONSTRUCTION INCMailing Address: PO BOX 50324City: AUSTIN State: TX Zip: 78763Telephone: (512) 246-7154 Fax: (512) 246-2123Signature of Person Authorized to Sign Bid: [Signature] Date of BID: 10/26/99Name and Title of Signer: Lenny D Rodriguez, General Manager
(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

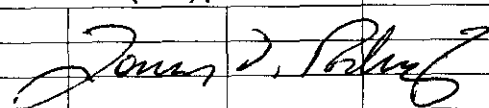
280

EDWARD R COLEMAN
CONSTRUCTION, INC
P O BOX 50324
AUSTIN, TX 78763

PROJECT NAME: LAKE CREEK, TRIBUTARY NO. 2					
Contract No : N/A, C.I.P. No. BID # 00WC202					
BID ITEM	QUANTITY	UNIT	BID ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	1	LS	MOBILIZATION	\$ 38,155 00	\$ 38,155 00
2	67	AC	CLEARING AND GRUBBING	\$ 17,625 40	\$ 118,090 18
3	35,675	CY	ROUGH CUT EXCAVATION, TO WITHIN 4" OF FINAL GRADE, INCLUDING HAUL	\$ 10.46	\$ 373,160 50
4	23,765	SY	FINAL CUT EXCAVATION, TO WITHIN +/- 1" OF FINAL GRADE, INCLUDING HAUL	\$ 1 00	\$ 23,765 00
5	105	CY	FILL, COMPACTED	\$ 20 00	\$ 2,100 00
6	4,225	LF	3'X3'X12' GABIONS, PVC COATED WIRE MESH, INCLUDING BACKFILL, FILTER FABRIC, AND FASTENERS	\$ 40 67	\$ 171,830 75
7	2,080	LF	3'X3'X12' AND 1 5'X4 5'X12' GABIONS, PVC COATED WIRE MESH, INCLUDING BACKFILL, FILTER FABRIC, AND	\$ 78 17	\$ 162,593 60
8	100	LF	3'X3'X12' AND 3'X4 5'X12' GABIONS, PVC COATED WIRE MESH, INCLUDING BACKFILL, FILTER FABRIC, AND FASTENERS	\$ 101 67	\$ 10,167 00
9	1,556	LF	REMOVE AND REPLACE EXISTING WOODEN PRIVACY FENCE	\$ 18 96	\$ 29,501 76
10	845	LF	REMOVE AND REPLACE EXISTING CHAIN LINK FENCE	\$ 12 98	\$ 10,968 10
11	1	LS	PEDESTRIAN BRIDGE AT BRIAR HOLLOW, INCLUDING ABUTMENTS	\$ 75,449 00	\$ 75,449 00
12	373	LF	RETAINING WALL	\$ 251 24	\$ 93,712 52
13	438	LF	TEMPORARY ROCK BERMS	\$ 16 00	\$ 7,008 00

trib II add 1

14	4	EA	STABILIZED CONSTRUCTION ENTRANCE/EXIT	\$ 500 00	\$ 2,000 00
15	585	LF	TREE PROTECTION FENCING	\$ 1 65	\$ 965 25
16	30	EA	FIELD VERIFY AND FIELD LOCATE LIMITS OF THE EXISTING SEPTIC SYSTEMS, PRIOR TO CHANNEL CONSTRUCTION	\$ 1,000.00	\$ 30,000 00
17	6,640	LF	CONSTRUCTION FENCING AROUND THE LIMITS OF CONSTRUCTION	\$ 4 00	\$ 26,560 00
18	1	LS	PLAN SHEET 18, NOTE 8, CONTRACTORS ARE TO INCLUDE \$5000 AS PART OF THEIR BID TO BE USED TO EXPEDITE A SOLUTION UNFORESEEN IN THE FIELD ANY UNUSED PORTION SHALL BE CREDITED TO THE OWNER	\$ 5,000 00	\$ 5,000 00
19	1	LS	7-9'X5', 15% SKEW, CAST- IN-PLACE BOX CULVERTS	\$ 77,295 00	\$ 77,295 00
20	4	EA	PARALLEL WINGWALLS, 15% SKEW	\$ 4,800 00	\$ 19,200 00
21	210	LF	1 1/2' EXTENSION OF HEADWALL	\$ 55 50	\$ 11,655 00
22	210	LF	PEDESTRIAN HANDRAIL	\$ 60 00	\$ 12,600 00
23	1,012	SF	4' SIDEWALK	\$ 3 75	\$ 3,795 00
24	1,235	SF	5' SIDEWALK	\$ 3 75	\$ 4,631 25
25	48	LF	CONCRETE PILOT CHANNEL, DOWN EMBANKMENT, ALONG WINGWALLS	\$ 73 19	\$ 3,513 12
26	1310	SY	2" HMAC	\$ 5.50	\$ 7,205 00
27	1,482	SY	12" FLEXIBLE BASE	\$ 12.43	\$ 18,421 26
28	490	LF	RE-GRADE ROADSIDE DITCHES ALONG BROADMEADE	\$ 9 00	\$ 4,410 00
29	20	LF	24" RCP	\$ 55 00	\$ 1,100 00

			RELOCATE EXISTING 8" WATER LINE, AT BROADMEADE, INCLUDING CASING, AND ALL APPURTENANCES	\$ 40 00	\$ 6,000 00
30	150	LF			
31	1	LS	TRAFFIC CONTROL	\$ 10,906 00	\$ 10,906 00
TOTAL BASE BID (Items 1 thru 18):					\$ 1,181,026.66
TOTAL ALTERNATE BID (Items 19 thru 31):					\$ 180,731.63
STATEMENT OF SEPARATE CHARGES:					
Materials:				\$ 295,256 00	
All Other Charges:				\$ 885,770.66	
Total:				\$1,181,026.66	
NOTE: As stated in the 'BID INSTRUCTIONS/REQUIREMENTS' section of the Contract Documents Page 2 of 10, (1) Edward R Coleman Construction Co Inc will accept only the award of all items proposed (2) Edward R Coleman Construction Co Inc. will accept only an award for the entire county government (3) Edward R Coleman Construction Co Inc will accept only an award not considered separately for each distinct geographic area served by each department					
EDWARD R COLEMAN CONSTRUCTION certifies that the unit prices shown on this complete computer print-out for all of the bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this print-out EDWARD R COLEMAN CONSTRUCTION acknowledges and agrees that the total bid amount shown will be read as its total bid and further agrees that the official total Bid amount will be determined by multiplying the unit Bid prices shown in this print-out by the respective estimated quantities shown on the Bid form then totaling all of the extended amounts In the event of conflict between the two, unit Bid prices will prevail over the extended (total) prices					
Signed					
Title:	General Manager				
Date	10-26-99				

EDWARD R COLEMAN
CONSTRUCTION, INC
P O BOX 50324
AUSTIN, TX 78763

283

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

BOND NUMBER BD41188

KNOW ALL MEN BY THESE PRESENTS:

THAT Edward R. Coleman Construction, Inc , P.O. Box 50324, TX, 78763 as Principal, and **COMMERCIAL INDEMNITY INSURANCE COMPANY**, as Surety, are held and firmly bound unto Williamson County, 710 Main Street #303, Georgetown, TX, 78626 as Obligee, in the full and just sum of Five (5) percent of the amount bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

WHEREAS, the Principal is hereby submitting its proposal for Lake Creek Tributary II, Bid No 00WC202

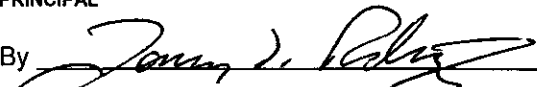
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract,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

Signed, sealed and delivered 18th day of October, 1999

Edward R Coleman Construction, Inc

PRINCIPAL

By

 (SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By

 (SEAL)
Anna M Hilt, ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
2550 S IH 35, Suite 100
Austin, Texas 78704

COMMERCIAL
INDEMNITY INSURANCE CO.

VOL 0107 PAGE 841

BD41188

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7th day of April, 1999, to wit

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

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

Anna M. Hilt

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows

The Obligation of the Company shall not exceed one million (\$1,000,000 00) Dollars

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

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



John W Schuler
John W Schuler, President

State of Texas
County of Travis

On this 7th day of April, in the year 1999, before me Michael Allen Christy, a notary public, personally appeared John W Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it

Michael Allen Christy



Commission Expires 5-14-2003

Michael Allen Christy, Notary Public

CERTIFICATE

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

Signed and Sealed at the said Company at Austin, Texas dated this 18th day of October, 1999



Joel T Massey

Joel T Massey, Secretary

285

COPY

VOL 0107 PAGE 842

WILLIAMSON COUNTY BID FORM

LAKE CREEK TRIBUTARY II

BID NUMBER: 00WC202

BID OPENING DATE & TIME: October 26, 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: Martin K. Eby Construction Co., Inc.

Mailing Address: 1500 Brown Trail

City: Bedford State: Texas Zip: 76022

Telephone: (817) 268-0514 Fax: (817) 268-1309

Richard A. Bean Date of BID: October 26, 1999
Signature of Person Authorized to Sign BID

Name and Title of Signer: Richard A. Bean, 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

286

PROPOSAL BIDDING SHEET

JOB NAME Lake Creek, Tributary No 2

JOB LOCATION Williamson County, Texas

OWNER Williamson County

DATE October 26, 1999

Gentlemen

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek, Tributary No. 2 and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1	LS	Mobilization, complete in place <i>SIXTY-THREE THOUSAND SEVEN HUNDRED NINETY-SIX</i> for _____ dollars and <i>NO</i> cents.	<i>\$63,796⁰⁰</i>	<i>\$63,796⁰⁰</i>
2	67	AC	Clearing and Grubbing, complete in place <i>FOUR THOUSAND</i> for <i>SIX HUNDRED</i> dollars and <i>NO</i> cents	<i>\$4600⁰⁰</i>	<i>\$30,820⁰⁰</i>
3	35,675	CY	Rough Cut Excavation, to within 4" of final grade, including haul, complete in place for <i>TWELVE</i> dollars and <i>NO</i> cents	<i>\$12⁰⁰</i>	<i>\$428,100⁰⁰</i>

287

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
4	23,765	SY	Final Cut Excavation, to within ±1" of final grade, including haul, complete in place for <u>THREE</u> dollars and <u>No</u> cents	\$ <u>3⁰⁰</u>	\$ <u>71,295⁰⁰</u>
5	105	CY	Fill, compacted, complete in place for <u>TWENTY</u> dollars and <u>No</u> cents.	\$ <u>20⁰⁰</u>	\$ <u>2,100⁰⁰</u>
6	4,225	LF	3'x 3'x12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place for <u>FOETY SEVEN</u> dollars and <u>No</u> cents	\$ <u>47⁰⁰</u>	\$ <u>198,575⁰⁰</u>
7	2,080	LF	3'x 3'x12' & 1 5'x 4 5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place for <u>EIGHTY THREE</u> dollars and <u>No</u> cents.	\$ <u>83⁰⁰</u>	\$ <u>172,640⁰⁰</u>
8	100	LF	3'x 3'x12' & 3'x 4 5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place <u>ONE HUNDRED</u> for <u>FOETY THREE</u> dollars and <u>No</u> cents.	\$ <u>143⁰⁰</u>	\$ <u>14,300⁰⁰</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
9	1,556	LF	Remove and Replace Existing Wooden Privacy Fence, complete in place for <u>FIFTEEN</u> dollars and <u>NO</u> cents	\$ <u>15⁰⁰</u>	\$ <u>23,340⁰⁰</u>
10	845	LF	Remove and Replace Existing Chain Link Fence, complete in place for <u>ELEVEN</u> dollars and <u>NO</u> cents	\$ <u>11⁰⁰</u>	\$ <u>9,295⁰⁰</u>
11.	1	LS	Pedestrian Bridge at Briar Hollow, including abutments, complete in place <u>SEVENTY-TWO</u> for <u>THOUSAND</u> dollars and <u>NO</u> cents	\$ <u>72,000⁰⁰</u>	\$ <u>72,000⁰⁰</u>
12	115 373 Addendum #2 RAB	LF	Retaining Wall, complete in place <u>TWO HUNDRED</u> for <u>NINETY</u> dollars and <u>NO</u> cents.	\$ <u>290⁰⁰</u>	\$ <u>108,170⁰⁰</u>
13	438	LF	Temporary Rock Berms, complete in place for <u>FIFTEEN</u> dollars and <u>NO</u> cents.	\$ <u>15⁰⁰</u>	\$ <u>6,570⁰⁰</u>

289

VOL 0107 PAGE 846

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
14	4	EA	Stabilized Construction Entrance/Exit, complete in place for <u>TWO THOUSAND SIX HUNDRED</u> dollars and <u>NO</u> cents	\$ <u>2600⁰⁰</u>	\$ <u>10,400⁰⁰</u>
15	585	LF	Tree Protection Fencing, complete in place for <u>FIVE</u> dollars and <u>TWENTY</u> cents	\$ <u>5.20</u>	\$ <u>3,042⁰⁰</u>
16	30	EA	Field Verify and Field Locate Limits of the Existing Septic Systems, Prior to Channel Construction, complete in place for <u>FIVE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>500⁰⁰</u>	\$ <u>15000⁰⁰</u>
17	6,640	LF	Construction Fencing around the limits of construction, complete in place for <u>THREE</u> dollars and <u>NO</u> cents	\$ <u>3⁰⁰</u>	\$ <u>19,920⁰⁰</u>
18	1	LS	Plan Sheet 18, Note 8, Contractors are to include \$5,000 as part of their bid. To be used to expedite a solution unforeseen in the field Any unused portion shall be credited to the Owner. for <u>\$5,000</u> dollars and <u>00</u> cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>

290

VOL **C107** PAGE **847**

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
19	1	LS	7 - 9'x5', 15% Skew, Cast-in-Place Box Culverts, complete in place <i>ONE HUNDRED</i> for <i>FIVE THOUSAND</i> dollars and <i>No</i> cents	<i>\$105,000⁰⁰</i>	<i>\$105,000⁰⁰</i>
20.	4	EA	Parallel Wingwalls, 15% Skew, complete in place <i>SIX THOUSAND</i> for <i>SEVENTY</i> dollars and <i>No</i> cents	<i>\$6070⁰⁰</i>	<i>\$24,280⁰⁰</i>
21	210	LF	1-1/2' Extension of Headwall, complete in place <i>ONE HUNDRED</i> for <i>TWO</i> dollars and <i>No</i> cents.	<i>\$102⁰⁰</i>	<i>\$21,420⁰⁰</i>
22	210	LF	Pedestrian Handrail, complete in place for <i>FORTY</i> dollars and <i>No</i> cents	<i>\$40⁰⁰</i>	<i>\$8,400⁰⁰</i>
23.	1,012	SF	4' Sidewalk, complete in place for <i>SIX</i> dollars and <i>No</i> cents	<i>\$6⁰⁰</i>	<i>\$6,072⁰⁰</i>
24	1,235	SF	5' Sidewalk, complete in place for <i>THREE</i> dollars and <i>No</i> cents	<i>\$3⁰⁰</i>	<i>\$3,705⁰⁰</i>

Bid

Item Description

Unit

291

biddoc doc

BD-9

K EBY CONSTRUCTION CO., L.P.
300 BROWN TRAIL
DARTFORD, TX 76022

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>and Written Unit Price</u>	<u>Price</u>	<u>Amount</u>
25	48	LF	Concrete Pilot Channel, down embankment, along wingwalls, complete in place for <u>SIXTY</u> dollars and <u>NO</u> cents.	\$ <u>60⁰⁰</u>	\$ <u>2880⁰⁰</u>
26	1,310	SY	2" H.M A.C., complete in place for <u>SIX</u> dollars and <u>NO</u> cents.	\$ <u>6⁰⁰</u>	\$ <u>7860⁰⁰</u>
27	1,482	SY	12" Flexible Base, complete in place for <u>TEN</u> dollars and <u>NO</u> cents	\$ <u>10⁰⁰</u>	\$ <u>14,820⁰⁰</u>
28	490	LF	Re-grade roadside ditches along Broadmeade, complete in place for <u>FIVE</u> dollars and <u>NO</u> cents	\$ <u>5⁰⁰</u>	\$ <u>2450⁰⁰</u>
29	20	LF	24" RCP, complete in place for <u>EIGHTY FIVE</u> dollars and <u>NO</u> cents	\$ <u>85⁰⁰</u>	\$ <u>1,700⁰⁰</u>

292

biddoc doc

BD-10

WIN K. EBY CONSTRUCTION CO., :
 700 BROWN TRAIL
 BEDFORD, TX 76022

VOL 0107 PAGE 848

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
30.	150	LF	Relocate Existing 8" Water Line, at Broadmeade, including casing, and all appurtenances, complete in place for <u>NINETY FIVE</u> dollars and <u>NO</u> cents.	\$ <u>95⁰⁰</u>	\$ <u>14,250⁰⁰</u>
31.	1	LS	Traffic Control, complete in place <u>EIGHT THOUSAND</u> for <u>EIGHT HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>8800⁰⁰</u>	\$ <u>8800⁰⁰</u>

TOTAL BASE BID (Items 1 through 18):

\$ 1,254,363.00

TOTAL ALTERNATE BID (Items 19 through 31)

\$ 221,637.00

STATEMENT OF SEPARATE CHARGES:

Materials:

\$ 200,000⁰⁰

All Other Charges:

\$ 1,276,000.00

Total:

\$ 1,476,000.00

If this proposal is accepted, the undersigned agrees to execute the contract and provide necessary bonds and insurance certification as per the Instructions to Bidders and commence work within ten (10) days after written Notice to Proceed. The undersigned further agrees to complete the work in full within 210 calendar days after the date of the written Notice-to-Proceed. The bidder and the Owners agree that for each and every calendar day the work, or any portion thereof, remains incomplete after the 210 calendar-day period, the bidder shall pay the amount of **Three Hundred Dollars (\$300.00)** per calendar day as liquidated damages, not as a penalty but for delay damages to the Owners. Such amount shall be deducted by the Owners from any payment due to the bidders.

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

The undersigned acknowledges receipt of the following addenda.

Addendum No 1 dated October 22, 1999

Received October 22, 1999

Addendum No 2 dated OCTOBER 25, 1999 RAB

Received OCTOBER 25, 1999 RAB

Addendum No 3 dated _____

Received _____

Respectfully Submitted,


Richard A. Bean

Martin K. Eby Construction Co., Inc.

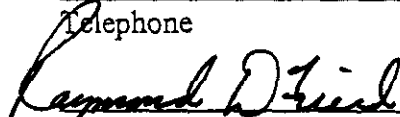
President
Title

1500 Brown Trail, Bedford, Texas 76022
Address

Martin K. Eby Construction Co., Inc.
Name of Firm

(817) 268-0514
Telephone

October 26, 1999
Date


Secretary, if Contractor is a Corporation
Raymond D. Fried

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, Martin K. Eby Construction Co., Inc
as PRINCIPAL and Fidelity and Deposit Company of Maryland as
 SURETY, are held and firmly bound unto Williamson County hereinafter referred to as the
 "OWNER", in the penal sum of five percent (5%) of the total amount of the bid of the
 PRINCIPAL submitted to the OWNER, for the work described below, for the payment of which
 sum in lawful money of the United States of America, well and truly to be made, we bind
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
 firmly by these presents. In no case shall the liability of the SURETY hereunder exceed the sum
 of \$ Five percent of amount bid

The CONDITIONS OF THIS OBLIGATION ARE SUCH, THAT whereas, said PRINCIPAL
 has submitted the above mentioned bid to the OWNER, for construction for the work under the
 "SPECIFICATIONS FOR CONSTRUCTION OF "LAKE CREEK, TRIBUTARY NO. 2"
 for which bids are to be opened at the office of the OWNER on October 26, 1999

NOW THEREFORE, if the PRINCIPAL is awarded the contract, and within the time and
 manner required under the heading "Instructions to Bidders", after the prescribed forms are
 presented to him for signature, enters into a written agreement, substantially in the form
 contained in the Specifications, in accordance with the bid and files the two (2) bonds with the
 OWNER, one to guarantee faithful performance and the other to guarantee payment for labor and
 materials, then this obligation shall be null and void, otherwise, it shall be and remain in full
 force and effect.

In the event suit is brought upon this bond by the OWNER and judgement is recovered, said
 SURETY shall pay all costs incurred by the OWNER in such suit, including a reasonable
 attorney's fee to be fixed by the Court

In WITNESS WHEREOF, we have hereunto set our hands and seals this day of
October 26, 1999

Martin K. Eby Construction Co., Inc.
Principal.

By Richard A. Bean
 (Seal) Richard A. Bean, President

Fidelity and Deposit Company of Maryland
Surety

By Jana M. Forrest
 (Seal) Jana M. Forrest, Attorney-in-fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
HOME OFFICES: P.O. Box 1227, BALTIMORE, MD 21203-1227

Know ALL MEN BY THESE PRESENTS. That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by W. B. WALBRECHER, Vice-President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **W. C. Cohen, Jr., Joseph C. Lukens, II, Scott T. Post, Richard K. Stone, Bret S. Burton, Jana M. Forrest, Patricia Brogan and Sandra J. Shryack, all of Wichita, Kansas, EACH** its true and lawful agent and Attorney-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 and undertakings EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians; and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their offices in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of W. C. Cohen, Jr., Joseph C. Lukens, II, Scott T. Post, Richard K. Stone, Roberta I. Heorman, Bret S. Burton, Jana M. Forrest, Patricia Brogan, and Sandra J. Shryack, dated January 26, 1999.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the respective By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 3rd day of September, A.D. 1999.

ATTEST

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith
 T. E. Smith

Assistant Secretary

By

W. B. Walbrecher
 W. B. Walbrecher

Vice-President

Vice-President

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



T. E. Smith
 T. E. Smith

Assistant Secretary

By

W. B. Walbrecher
 W. B. Walbrecher

Vice-President

Vice-President

State of Maryland } ss.
 County of Baltimore }

On this 3rd day of September, A.D. 1999, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came W. B. Walbrecher, Vice-President and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Carol J. Fader
 Carol J. Fader

Notary Public

My Commission Expires. August 1, 2000

RECORDERS MEMORANDUM

L1428-076-6692A

all or parts of the text on this page was not
 clearly legible for satisfactory recording

THE K EBY CONSTRUCTION CO., INC.
 60 BROWN TRAIL
 ELSTON, TX 76024

296

EXTRACT FROM BY-LAWS OF THE FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seals of the Company thereto."

EXTRACT FROM BY-LAWS OF THE COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Companies may require, or to authorize any person or persons to execute on behalf of the Companies any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seals of the Companies thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this

26th day of October, 1999.

J. D. Matie

Assistant Secretary

WILLIAMSON COUNTY BID FORM

LAKE CREEK TRIBUTARY II

BID NUMBER: 00WC202

BID OPENING DATE & TIME: October 26, 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: ROSS CONSTRUCTION
7500 HWY. 71 W. # 203
AUSTIN, TX 78735

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: (512) 240 5344 Fax: (512) 240 0885

Ned Ross Date of BID: 10/26/99
Signature of Person Authorized to Sign BID

Name and Title of Signer: NED ROSS 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 BIDDING SHEET

JOB NAME: Lake Creek, Tributary No. 2

JOB LOCATION: Williamson County, Texas

OWNER: Williamson County

DATE: October 26, 1999

Gentlemen:

Pursuant to the foregoing Notice to Bidders and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work, to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, insurance and miscellaneous items, to complete all the work on which he bids as provided by the attached supplemental specifications, and as shown on the plans for the construction of Lake Creek, Tributary No. 2 and binds himself on acceptance of this proposal to execute a contract and bond for completing said project within the time stated, for the following prices, to wit:

BASE BID

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1	LS	Mobilization, complete in place for <u>ONE HUNDRED FORTY TWO THOUSAND</u> dollars and <u>NONE</u> cents.	\$ <u>142000</u>	\$ <u>142000</u>
2.	6.7	AC	Clearing and Grubbing, complete in place for <u>FIFTY FIVE HUNDRED</u> dollars and <u>NONE</u> cents.	\$ <u>5450</u>	\$ <u>36515</u>
3.	35,675	CY	Rough Cut Excavation, to within 4" of final grade, including haul, complete in place for <u>ELUITEEN</u> dollars and <u>NONE</u> cents. <u>FIVE</u>	\$ <u>19.95</u>	\$ <u>676,041.25</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
4	23,765	SY	Final Cut Excavation, to within ±1" of final grade, including haul, complete in place for <u>THREE</u> dollars and <u>NO</u> cents.	\$ <u>3⁰⁰</u>	\$ <u>71,295⁰⁰</u>
5	105	CY	Fill, compacted, complete in place for <u>FIFTY</u> dollars and <u>NO</u> cents.	\$ <u>15⁰⁰</u>	\$ <u>1575⁰⁰</u>
6.	4,225	LF	3'x 3'x12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place for <u>SIXTY SIX</u> dollars and <u>NO</u> cents.	\$ <u>66⁰⁰</u>	\$ <u>278850⁰⁰</u>
7.	2,080	LF	3'x 3'x12' & 1.5'x 4.5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place for <u>ONE HUNDRED SIXTY</u> dollars and <u>NO</u> cents.	\$ <u>116⁰⁰</u>	\$ <u>241280⁰⁰</u>
8.	100	LF	3'x 3'x12' & 3'x 4'5'x 12' Gabions, PVC coated wire mesh, including backfill, filter fabric, and fasteners, complete in place for <u>ONE HUNDRED SIXTY SEVEN</u> dollars and <u>NO</u> cents.	\$ <u>167⁰⁰</u>	\$ <u>16700⁰⁰</u>

<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Item Description and Written Unit Price</u>	<u>Unit Price</u>	<u>Amount</u>
9	1,556	LF	Remove and Replace Existing Wooden Privacy Fence, complete in place for <u>FOURTEEN</u> dollars and <u>NO</u> cents.	\$ <u>14⁰⁰</u>	\$ <u>21,784⁰⁰</u>
10.	845	LF	Remove and Replace Existing Chain Link Fence, complete in place for <u>NINE</u> dollars and <u>NO</u> cents.	\$ <u>9⁰⁰</u>	\$ <u>7605⁰⁰</u>
11	1	LS	Pedestrian Bridge at Briar Hollow, including abutments, complete in place for <u>FOURTY ONE THOUSAND FIVE HUNDRED</u> dollars and <u>NO</u> cents.	\$ <u>41500⁰⁰</u>	\$ <u>41500⁰⁰</u>
12	113 373 #2	LF	Retaining Wall, complete in place for <u>FOUR HUNDRED THIRTY</u> dollars and <u>NO</u> cents	\$ <u>413⁰⁰</u>	\$ <u>154,049⁰⁰</u>
13.	438	LF	Temporary Rock Berms, complete in place for <u>TWENTY</u> dollars and <u>NO</u> cents	\$ <u>20⁰⁰</u>	\$ <u>8760⁰⁰</u>

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
14.	4	EA	Stabilized Construction Entrance/Exit, complete in place for <u>ONE THOUSAND</u> dollars and <u>NO</u> cents	\$ <u>1000⁰⁰</u>	\$ <u>4000⁰⁰</u>
15.	585	LF	Tree Protection Fencing, complete in place for <u>TWO</u> dollars and <u>FIFTY</u> cents.	\$ <u>2⁵⁰</u>	\$ <u>1402⁵⁰</u>
16.	30	EA	Field Verify and Field Locate Limits of the Existing Septic Systems, Prior to Channel Construction, complete in place for <u>SEVEN HUNDRED TWENTY FIVE</u> dollars and <u>NO</u> cents.	\$ <u>725⁰⁰</u>	\$ <u>21750⁰⁰</u>
17.	6,640	LF	Construction Fencing around the limits of construction, complete in place for <u>TWO</u> dollars and <u>NO</u> cents.	\$ <u>2⁰⁰</u>	\$ <u>13280⁰⁰</u>
18.	1	LS	Plan Sheet 18, Note 8, Contractors are to include \$5,000 as part of their bid To be used to expedite a solution unforeseen in the field. Any unused portion shall be credited to the Owner for <u>\$5,000</u> dollars and <u>00</u> cents.	\$ <u>5,000 00</u>	\$ <u>5,000 00</u>

BASE BID 1,743,446⁷⁵
SUB TOTAL

VOL 0107 PAGE 858

Bid Item	Quantity	Unit	Item Description and Written Unit Price	Unit Price	Amount
19.	1	LS	7 - 9'x5', 15% Skew, Cast-in-Place Box Culverts, complete in place for <u>NINE NINE THOUSAND SIX HUNDRED</u> dollars and <u>NO</u> cents.	<u>\$99,600</u>	<u>\$ 99,600</u>
20.	4	EA	Parallel Wingwalls, 15% Skew, complete in place for <u>FOUR FIVE THOUSAND</u> dollars and <u>NO</u> cents.	<u>\$ 4,500</u>	<u>\$ 18,000</u>
21.	210	LF	1-1/2' Extension of Headwall, complete in place for <u>TWENTY</u> dollars and <u>NO</u> cents.	<u>\$ 20</u>	<u>\$ 4,200</u>
22.	210	LF	Pedestrian Handrail, complete in place for <u>FOUR</u> dollars and <u>NO</u> cents.	<u>\$ 40</u>	<u>\$ 8,400</u>
23	1,012	SF	4' Sidewalk, complete in place for <u>TWELVE</u> dollars and <u>NO</u> cents.	<u>\$ 12</u>	<u>\$ 12,144</u>
24.	1,235	SF	5' Sidewalk, complete in place for <u>FIFTEEN</u> dollars and <u>NO</u> cents.	<u>\$ 15</u>	<u>\$ 18,525</u>

Bid

Item Description

Unit

VOL 0107 PAGE 859

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>and Written Unit Price</u>	<u>Price</u>	<u>Amount</u>
25.	48	LF	Concrete Pilot Channel, down embankment, along wingwalls, complete in place for <u>SIXTY FIVE</u> dollars and <u>NO</u> cents.	\$ <u>105⁰⁰</u>	\$ <u>3120⁰⁰</u>
26.	1,310	SY	2" H.M A C., complete in place for <u>FOUR</u> dollars and <u>NO</u> cents.	\$ <u>4⁰⁰</u>	\$ <u>5240⁰⁰</u>
27	1,482	SY	12" Flexible Base, complete in place for <u>NINE</u> dollars and <u>SIXTY</u> cents.	\$ <u>9⁶⁰</u>	\$ <u>14227²⁰</u>
28	490	LF	Re-grade roadside ditches along Broadmeade, complete in place for <u>FIVE</u> dollars and <u>FIFTY</u> cents	\$ <u>5⁵⁰</u>	\$ <u>2695⁰⁰</u>
29.	20	LF	24" RCP, complete in place for <u>FOURTY FIVE</u> dollars and <u>NO</u> cents.	\$ <u>45⁰⁰</u>	\$ <u>900⁰⁰</u>