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<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>

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<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>
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30	150	LF	Relocate Existing 8" Water Line, at Broadmeade, including casing, and all appurtenances, complete in place		
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for 5/11 FIVE dollars
and NO cents.

\$ 65 \$ 9750

31.	1	LS	Traffic Control, complete in place		
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for THIRTY TWO dollars
and NO cents

\$ 3200 \$ 3200

TOTAL BASE BID (Items 1 through 18):

\$ 1,743,446⁷⁵

TOTAL ALTERNATE BID (Items 19 through 31)

\$ 200,001²⁰

STATEMENT OF SEPARATE CHARGES:

Materials:

All Other Charges:

Total:

\$ 583,034⁰⁰
\$ 1,360,413⁹⁵
\$ 1,943,447⁹⁵

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.

ROSS CONSTRUCTION
7500 HWY. 71 W. # 203
AUSTIN, TX 78735

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,

Nel Ross

President
 Title

ROSS CONSTRUCTION INC.
 Name of Firm

10/26/99
 Date

7500 HWY 71 W. SUITE 203
 Address AUSTIN TX 78660

288 5344
 Telephone

Nel Ross
 Secretary, if Contractor is a Corporation

ROSS CONSTRUCTION
 7500 HWY. 71 W. # 203
 AUSTIN, TX 78735

COPY

COMMERCIAL INDEMNITY**Insurance Company****BID BOND****BOND NUMBER BD41221****KNOW ALL MEN BY THESE PRESENTS:**

THAT **Ross Construction, Inc.**, 7500 Hwy. 71 W, Suite 203, Austin, TX 78735 as Principal, and **COMMERCIAL INDEMNITY INSURANCE COMPANY**, as Surety, are held and firmly bound unto **Williamson County, 1900 Georgetown Inner Loop, Suite B, Georgetown, TX** 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**, 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 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 22nd, 1999

Ross Construction, Inc.

PRINCIPAL

By *Ned Ross* (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.

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BD41221

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

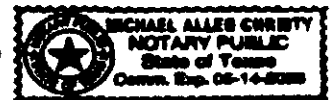


John W. Schuler
John W. Schuler, President

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 22nd day of October, 1999



Joel T. Massey

Joel T. Massey, Secretary

AGENDA ITEM #38OCTOBER 26, 1999Consider awarding, rejecting or extending bids for heavy equipment part and service/labor.

Moved: Commissioner Boatright

Seconded: Commissioner Limmer

Motion: To award heavy equipment parts and service/labor:

John Deere industrial equipment to RDO Equipment Company and

Case construction machinery to Texana Machinery.

Vote: Motion carried 5 - 0

AGENDA ITEM #39OCTOBER 26, 1999Consider awarding, rejecting or extending bids for fencing.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To award fencing bid to Right Way Fencing.

Vote: Motion carried 5 - 0

AGENDA ITEM #40OCTOBER 26, 1999Consider awarding, rejecting or extending bids for towing service.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To award towing service bids as follows:

Northwest area to Atlas Towing

Northeast area to Glass Wrecker

Southeast area to C and C Wrecker.

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

AGENDA ITEM #41Consider approving amended Hot Check budget.

309

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve amending Hot Check budget.

Vote: Motion carried 5 - 0

< Clerk copy here >