PROPOSAL AND BID SCHEDULE

Proposal of ADAY & ASSOCIATES, LLC (hereinafter called "Bidder"), doing business as a

corporation / a partnership / an individual (strike out inapplicable terms), to the

PFLUGERVILLE COMMUNITY DEVELOPMENT CORPORATION (hereinafter called

"Owner").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of

Wastewater Improvements for Lot 2A, 2B and 2C, having examined the Plans and

Specifications and related documents, the site of the proposed work, and being familiar with all

of the conditions surrounding the construction of the proposed project including materials and

supplies, and to construct the project in accordance with the Plans, Specifications and Contract

Documents, within the time set forth therein, and in performing the work required under the

Contract Documents, of which this proposal is part.

Bidder hereby agrees to commence work under this Contract on or before a date to be

specified in written "Notice to Proceed" by the Owner and to fully complete the project within

30 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages to

the sum set forth in the Special Conditions for each consecutive calendar day thereafter.

Bidder acknowledges receipt of the following ADDENDA:

04/12/13 Received Addendum No. 1 dated

Addendum No. 2 dated 04/12/13

04/12/13

04/12/13 Received

It is understood that the description of work to be done at unit prices is intended principally to serve as a guide in evaluating bids and is not intended to fully describe all work required.

It is further agreed that the work to be done and material to be furnished at unit prices may be increased or diminished as may be considered necessary in the opinion of the Engineer and approved by the Owner to complete the work fully as planned and contemplated, and that estimated quantities may be increased to cover additional work ordered by the Engineer and approved by the Owner, but not shown on the Plans or required by the Specifications, in accordance with the provision of the General Conditions. Similarly, they may be decreased to cover deletion of the work so ordered.

The foregoing prices shall include all labor, materials, removal, overhead, profit, insurance, etc., to cover the finished work called for. Changes shall be processed in accordance with applicable provisions of the General Conditions.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that his bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver Surety Bonds as required by the Special Conditions.

The bid security attached in the sum of <u>See Mid Down allows</u> (five percent (5%) of the bid amount) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

ADAY & ASSOCIATES, LLC

Bidder: **Ttype** Colding**

Title: President/C.E.O.

Address: 1810 CR 122 North

Round Rock, TX 78665

Phone No: (512) 848-3314

Facsimile No.: (512) 244-9334

Date: April 15, 2013

STATEMENT OF MATERIALS INCORPORATED INTO REALTY IMPROVEMENTS

As per House Bill 11, and Chapter 151 of the Texas Tax Code, and as outlined in the Special Conditions of the Agreement, the Contractor separates material and other charges comprising his total bid as follows:

MATERIALS INCORPORATED INTO THE PROJECT

ALL OTHER CHARGES

TOTAL (Shall equal total of Base Bid Schedule(s))

\$21,759.26 \$30,284,61 \$62,043.87

CONTRACTOR: ____ADAY & ASSOCIATES, LLC

Renewable Energy Park

PROJECT: Lot 2A, 2B and 2C - Wastewater Line Improvements

SIGNATURE: Muyellang

DATE: April 15, 2013

Addendum #2

Renewable Energy Park Lot 2A, 2B and 2C

Wastewater Line Improvements BID SCHEDULE

Item	Description	Quantity	Units	Unit Cost	Exte	ended Cost
Erosion &	& Sedimentation Controls					
1	Stabilized Construction Entrance	1	EA	\$1,000.00	\$	1,000.00
2	Rock Berm	30	LF	\$ 13.33	\$	399.90
3	Silt Fence (Wastewater)	1,387	LF	\$ 3.02	\$	4,188.74
4	Revegetation of disturbed area	2,670	SY	\$ 1.00	\$	2,670.00
Wastewater System Improvements						
5	Connection to existing Wastewater System	3	EA	\$1,166.67	\$	3,500.01
6	8-inch Wastewater main (0 to 8 feet deep)	300	LF	\$ 21.14	\$	6,342.00
7	8-inch Wastewater main (8 to 10 feet deep)	110	LF	\$ 24.35	\$	2,678.50
8	8-inch Wastewater main (10 to 12 feet deep)	130	LF	\$ 21.39	\$	2,780.70
9	8-inch Wastewater main (12 to 14 feet deep)	480	LF	\$ 30.83	\$	14,798.40
10	8-inch Wastewater main (14 to 16 feet deep)	160	LF	\$ 23.48	\$	3,756.80
11	Trench Safety	1,180	LF	\$ 1.50	\$	1,770.00
12	Wastewater Manholes	4	EA	\$3,425.43	\$	13,701.72
13	8-inch Wastewater Service Stubout	2	EA	\$1,325.00	\$	2,650.00
	Bonds & Insurance	1	LS	\$1,807.10	\$	1,807.10
	Total Cost of Construction =>					62,043.87

Note: All testing of the wastewater line is subsidiary to the cost of construction.

The quantities shown above are for estimating purposes and may not be exact.

The Contractor shall provide a Lump Sum Amount to complete the project as described, that includes the cost of all Bonds, Insurance and other requirements as noted in the Specifications and Text provided with the Contract Documents associated with this project.



BID BOND

BY THESE PRI	ESENTS, tha	t we, the	e undersigned,	Aday	& Associates,	.l.C
			as Princip	al, and _		
reTec Insurance Co	ompany	·····	as Surety	, are h	nere by held	and
firmly bound unto Pflugerville Community Development Co					R in the pena	l sum
ent (5%) of the gre	atest amount t	oid	for the pa	yment (of which wel	l and
hereby jointly a	nd severally	bind our	rselves, succes	sors an	d assigns.	
day of	April	, 20_	13 . T	he Con	dition of the	ibove
			-		submitted	to

ed hereto and he	reby make a	part her	eof to enter in	to a cor	itract in writir	ig for
Improvements at the	ne Renewable	Energy F	Park - Lot 2A, 2E	and 2C		
						
						•——
	reTec Insurance Configuration Pflugerville Comment (5%) of the grechereby jointly and any of day of such thatPflugervilled hereto and he	reTec Insurance Company Pflugerville Community Develop ent (5%) of the greatest amount to hereby jointly and severally	reTec Insurance Company Pflugerville Community Development Coent (5%) of the greatest amount bid hereby jointly and severally bind our day of April, 20 such that whereas the Pflugerville Community Developmed hereto and hereby make a part here	as Principal as Surety Pflugerville Community Development Corporation as ent (5%) of the greatest amount bid for the part hereby jointly and severally bind ourselves, success day ofApril, 20_13, T such that whereas the Principal Pflugerville Community Development Corporation and hereby make a part hereof to enter in	as Principal, and as Surety, are h Pflugerville Community Development Corporation as OWNE ent (5%) of the greatest amount bid for the payment hereby jointly and severally bind ourselves, successors and aday of April , 20 13 . The Consuch that whereas the Principal has Pflugerville Community Development Corporation and Pflugerville Community Development Corporation and Pflugerville Community Development Corporation and Pflugerville Community Development Corporation	BY THESE PRESENTS, that we, the undersigned,

NOW THEREFORE

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as berein stated.

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

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

Aday & Associates, LLC

Principal

SureTec Insurance Company

Surety

Bv:

John S. Burns, Jr., Attorney-In-Fact

c/o CIA Insurance Agency, Inc.

dba Wortham Insurance & Risk Management

221 W 6th Street, Suite 1400, Austin, TX 78701

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

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Peter Pincoffs, John S. Burns, Jr., Bess A. Roberts, Chris Brandt, Rob Bridges, Todd Davis, George S. Sykes, Jr.

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million Dollars and no/100 (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the 12/31/2013 and is made under and by authority of the following premises. Said appointment shall continue in force until resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on

behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April,

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 14th day of January , A.D. 2013 . SURETEC INSURANCE COMPANY

State of Texas County of Harris

On this 14th day of January, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

> JACQUELYN MALDONADO Notary Public, State of Texas My Commission Expires May 18, 2013

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

M. Brent Beaty, Assistant Secretary

, A.D.

Any instrument issued in excess of the penalty stated above is totally void and without any validity. For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company 9737 Great Hills Trail, Suite 320 Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104 Austin, TX 78714-9104 Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Client#: 83518

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

	of such endorsement(s).	CONTACT NAME:			
PRODUCER Wortham Insurance & Risk Mgt 221 West 6th St #1400 Austin, TX 78701 512 453-0031		NAME: PHONE (A/C, No, Ext): 512 453-0031	_{):} 512 453-0041		
		INSURER(S) AFFORDING COVERAGE	NAIC#		
		INSURER A: Cincinnati Insurance Company	10677		
INSURED Aday & Associates, LLC 1810 CR 122 N Round Rock, TX 78665		INSURER B : Cincinnati Indemnity Company	23280		
		INSURER C:			
	•	INSURER D:			
	X /8665	INSURER E:			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:			

TI	THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICIES INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS						
C	CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,						
E	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	SR TYPE OF INSURANCE		BR POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	S
Α	GENERAL LIABILITY		ENP0012271	03/01/2013	03/01/2014	EACH OCCURRENCE	s 1,000,000
· `	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
	CLAIMS-MADE X OCCUR			ŀ		MED EXP (Any one person)	s 5,000
	X PD Ded:1,000					PERSONAL & ADV INJURY	s 1,000,000
						GENERAL AGGREGATE	s 2,000,000
	GENT AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	s 2,000,000
	POLICY PRO- JECT LOC						\$
A	AUTOMOBILE LIABILITY		ENP0012271	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident)	_{\$} 1,000,000
	X ANY AUTO ALL OWNED SCHEDULED AUTOS AUTOS NON-OWNED AUTOS X HIRED AUTOS X NON-OWNED AUTOS					BODILY INJURY (Per person)	\$
				•		BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	S
ŀ	Autos						\$
Α	X UMBRELLA LIAB X OCCUR		ENP0012271	03/01/2013	03/01/2014	EACH OCCURRENCE	s5,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$5,000,000
	DED X RETENTION \$10000	1					\$
В	WORKERS COMPENSATION		WC1853257	03/01/2013	03/01/2014	X WC STATU- OTH-	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT	\$500,000
	OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	s500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	
Α			ENP0012271	03/01/2013	03/01/2014	\$35,000 Limit/\$500 [Ded
				1			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Atlach ACORD 101, Additional Remarks Schedule, if more space is required)							

GA233 02/07 Contractors Commercial General Liability Broadened Endorsement WC420304A Texas Waiver of Our Right to Recover from Others Endorsement

CERTIFICATE HOLDER	CANCELLATION
SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Ros Bridge

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