

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:

Addendum No. 1 dated 04/12/13 Received 04/12/13

Addendum No. 2 dated 04/12/13 Received 04/12/13

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 see bid bond attached (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:

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

(Seal – if bid by a corporation)

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	\$ <u>31,759.26</u>
ALL OTHER CHARGES	\$ <u>30,284.61</u>
TOTAL (Shall equal total of Base Bid Schedule(s))	\$ <u>62,043.87</u>

CONTRACTOR: ADAY & ASSOCIATES, LLC
Renewable Energy Park
PROJECT: Lot 2A, 2B and 2C - Wastewater Line Improvements
SIGNATURE: 
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	Extended 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

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Aday & Associates, LLC
_____ as Principal, and _____
SureTec Insurance Company as Surety, are here by held and
firmly bound unto Pflugerville Community Development Corporation as OWNER in the penal sum
of five percent (5%) of the greatest amount bid for the payment of which well and
truly to be made we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 15th day of April, 2013. The Condition of the above
obligation is such that whereas the Principal has submitted to
Pflugerville Community Development Corporation
a certain BID attached hereto and hereby make a part hereof to enter into a contract in writing for
the Wastewater Improvements at the Renewable Energy Park - Lot 2A, 2B and 2C

NOW THEREFORE

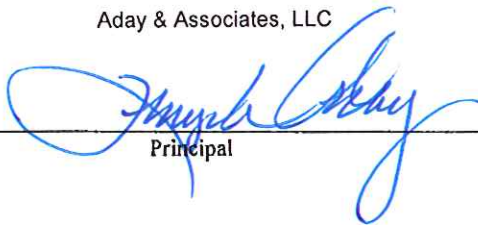
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the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

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

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

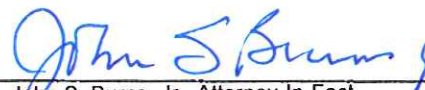
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Aday & Associates, LLC


Principal (LS)

SureTec Insurance Company

Surety

By: 
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 premises. Said appointment shall continue in force until 12/31/2013 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

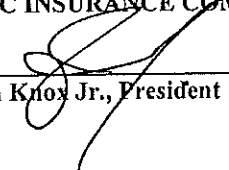
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company 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, 1999.)

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.

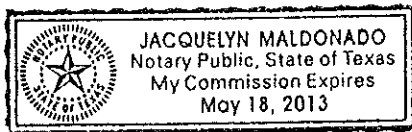
SURETEC INSURANCE COMPANY


By: 
John Knox Jr., President



State of Texas ss:
County of Harris

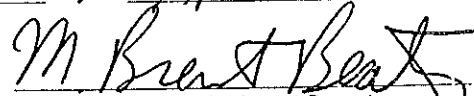
On this 14th day of January, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he 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
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.

Given under my hand and the seal of said Company at Houston, Texas this 15th day of April, 2013, A.D.


M. Brent Beaty, Assistant Secretary

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.

