

AGENDA ITEM # 36April 8, 1997

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Hear comments from commissioners.

Commissioner Heiligenstein commented on HB 1821 pertaining to Elgin Bank case and subdivision regulations in general. The committee on which the commissioner is serving met again with the homebuilders last week, reached an agreement and the bill is expected to be voted out of committee this week.

The Commissioner is not quite as hopeful on HB 2030 by Bob Turner (utilities bill) wherein a certification of water and sewer being available would be noted on the plat.

The proposed bill of Texas Association of Counties would transfer \$.19 or \$.20 per gallon from the state gasoline tax to county lateral road and bridge programs for approximately \$1,600,000.00 to Williamson County but would deduct \$180,000,000.00 from TxDot.

Commissioner Hays advised of the possibility of the senate tax abatement bill passing. One of the Senate bills would allow school districts to grant tax abatements for over \$1,000,000,000.00 companies such as Intel now building in Denton County. There was opposition from Motorola and Texas Instruments along with many other large companies already located in Texas.

Commissioner Hays also reported on the bill for payment to counties for housing state prisoners. Many counties appearing had sufficient space for the housing with a few overcrowded counties thus causing controversy.

Judge Doerfler had given his testimony before the transportation meeting on Monday, April 7, 1997 regarding toll roads. TxDot now plans to integrate the Texas Turnpike Authority into TxDot under a separate umbrella. The committee was favorable of this action which was left pending.

County Attorney Gene Taylor sat in on a Senate subcommittee hearing regarding parole violations and revocations where the processing time could be changed to less than 90 days from the current 150 day policy.

The jail magistrate bill was voted out of the Senate committee with a House version expected within the next few days.

COMMISSIONERS COURT RECESSED AT 11:55 A.M. ON TUESDAY, APRIL 8, 1997.

COMMISSIONERS COURT RECONVENED AT 2:00 P.M. ON TUESDAY, APRIL 8, 1997.

AGENDA ITEM #37April 8, 1997Open and consider awarding, extending or rejecting bids for temporary inmate housing.

At 2:00 p.m. on April 8, 1997, Judge Doerfler announced time to open bids for temporary inmate housing.

At 2:07 p.m. on April 8, 1997, Judge Doerfler announced time closed to receive bids for temporary inmate housing.

Bids were opened and read aloud from:

139

Richmond Commercial Construction, Inc.	\$432,089.00
Texas High Sierra Corp.	\$439,000.00

The receipt and opening of the bids to be noted in the minutes with the award to be made at a later date.

< Clerk copy here >

COMMISSIONERS COURT ADJOURNED AT 2:32 P.M. ON TUESDAY, APRIL 8, 1997.

PROJECT: WILLIAMSON COUNTY TEMPORARY INMATE HOUSING
Georgetown, Texas
BID DATE: Tuesday, April 8, 1997
BID TIME: 2:00 P.M.
PLACE: OFFICE OF THE COUNTY JUDGE

CONTRACTOR: RICHMOND COMMERCIAL CONSTRUCTION, INC.
TYPED/PRINTED NAME OF FIRM SUBMITTING PROPOSAL

TO: WILLIAMSON COUNTY COMMISSIONERS COURT
Hon. John C. Doerfler, County Judge
County Courthouse - 700 Main Street, 2nd Floor
Georgetown, TX 78626

BASE BID

Having carefully examined the Construction Documents and having visited the site and examined all conditions affecting the Work, the undersigned agrees to provide all labor and material required by the Construction Documents and do all work necessary for the complete construction of the WILLIAMSON COUNTY TEMPORARY INMATE HOUSING, to be located in Georgetown, Texas, for the lump sum of:

FOUR HUNDRED THIRTY TWO THOUSAND EIGHT NINE - DOLLARS
(amount written in words governs)

(\$ 432,089.00)
(amount in figures)

BROKEN DOWN AS FOLLOWS: \$NOT AVAIL. Material
\$AT THIS TIME Labor

TIME FOR COMPLETION. If awarded a Contract for this Project, the undersigned agrees to Substantially Complete the Work within 120 Calendar Days from date of Notice to Proceed and further agrees, subsequent to issuance of the Substantial Completion Certificate, to fully complete the Work within thirty (30) days or such approved extension of time thereafter.

ADDENDA. The undersigned acknowledges receipt of Addendum Number(s) 3 issued during the time for bidding and has included the several changes therein in this Proposal.

BID SECURITY. Bid Security in the sum of _____ DOLLARS (\$ _____) in the form of BID BOND is submitted herewith as a guarantee that the undersigned will, if this Proposal is accepted and the undersigned be notified of such acceptance, enter into a Contract and furnish acceptable Performance and Payment Bonds within ten (10) days after the prescribed forms of Agreement and bond are presented to the undersigned for execution and that no bid made hereby will be withdrawn within thirty (30) days after the date set for opening of bids for this Work without your consent.

CHANGES IN THE WORK. When changes in the Work are ordered involving extra cost over and above the Contract Sum, the cost of such extra work shall be stated as a lump sum to be added to the Contract Sum before the extra work is begun, in which event the lump sum shall represent the actual cost of labor and material plus 10 percent overhead, plus 5 percent profit for work performed by the General

VOL 0088 PAGE 003

Contractor, and 15 percent profit on subcontract work performed by a subcontractor. In no case shall profit and overhead exceed percentages as listed in the Specifications, Document C2.

COMPLIANCE ACKNOWLEDGMENT. The undersigned acknowledges this Proposal is based on **STRICT COMPLIANCE** with the Drawings and Specifications, as to items, materials, methods, etc., or **PRIOR APPROVED EQUALS ISSUED BY ADDENDA BEFORE BID OPENING DATE.**

GENERAL.

It is understood that if accepted by Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Agreement, and failing to comply with any part of this Proposal will be taken as failure of the Bidder to comply with the Contract Agreement and will be just cause for rejection of the Work.

If awarded the Contract for this Project, the undersigned shall submit to the Architect a list of subcontractors he proposes to employ prior to executing the subcontracts. It is also understood that OWNER reserves the right to reject any or all bids; to accept or reject any Alternate, to accept any combination of Alternates; to accept any bid considered advantageous; and to waive any informality or irregularity in any bid which, in his judgement, is in his own best interest. It is in the Owner's best interest to occupy the building as quickly as possible, therefore, consideration of either lowest price and/or length of days bid for substantial completion may be a major factor in determining the most advantageous bid.

The undersigned certifies that the amounts contained in this Proposal have been carefully checked and are submitted as correct and final.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof: April 8, 1997.

BID TO BE SUBMITTED IN DUPLICATE.

RICHMOND COMM. CONST. INC.
NAME OF CONTRACTING FIRM

BY: Steve Richmond
AUTHORIZED SIGNATURE

PRINTED/TYPED NAME & TITLE OF ABOVE

STEVE RICHMOND/PRESIDENT

ADDRESS: P.O. BOX 548
GEORGETOWN TEXAS 78627
CITY STATE ZIP

TELEPHONE: (512) 869-2675

FAX: (512) 863-4906

STATE WHETHER CORPORATION
PARTNERSHIP or INDIVIDUAL

SEAL, IF CORPORATION

-000-

CAPITOL INDEMNITY CORPORATION

MADISON, WISCONSIN

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Richmond Commercial Construction, Inc.

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

....., as Principal, (hereinafter called the "Principal"),
and the CAPITOL INDEMNITY CORPORATION, of Madison, Wisconsin, a corporation duly organized
under the laws of the State of Wisconsin, as Surety, (hereinafter called the "Surety") are held and firmly bound
unto Williamson County

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

.....as Oblige, (hereinafter called the "Obligee"),
in the sum of five percent of maximum amount of bid-----Dollars (5% of bid.....),
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 County Jail Temporary Inmate Housing,
Williamson County Jail

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 into 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 8th day of April A.D. 1997

John Fred Richmond

Richmond Commercial Construction, Inc. (SEAL)
Principal

PRESIDENT

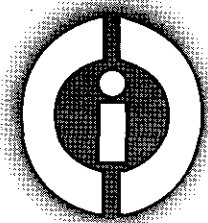
Title

142

CAPITOL INDEMNITY CORPORATION

Surety

By Janis A. Winkler (SEAL)
Janis A. Winkler Attorney-in-Fact



Capitol INDEMNITY CORPORATION

4610 UNIVERSITY AVENUE, SUITE 1400, MADISON, WISCONSIN 53705-0900
PLEASE ADDRESS REPLY TO P.O. BOX 5900, MADISON, WI 53705-0900
PHONE (608) 231-4450 • FAX (608) 231-2029

POWER OF ATTORNEY

No: 430004

Know all men by these Presents, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- **C.A. SCHUTZE, JR., SUZANNE D. SCHUTZE, STEVE P. SCHUTZE OR JANIS A. WINKLER** -----

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

----- **NOT TO EXCEED \$2,000,000.00** -----

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

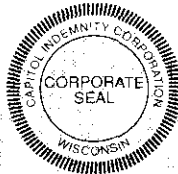
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory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

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

CAPITOL INDEMNITY CORPORATION

Attest:

Virgiline M. Schulte
Virgiline M. Schulte, Secretary



George A. Fait
George A. Fait, President

STATE OF WISCONSIN }

COUNTY OF DANE }

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

STATE OF WISCONSIN }

COUNTY OF DANE }



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

CERTIFICATE

143

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

Signed and sealed at the City of Madison. Dated the 8th day of April, 19 97



Paul J. Bretnader
Paul J. Bretnader, Treasurer

This power is valid only if the power of attorney number printed in the upper right hand corner appears in red. Photocopies, carbon copies or other reproductions are not binding on the company. Inquiries concerning this power of attorney may be directed to the Bond Manager at the Home Office of the Capitol Indemnity Corporation.

VOL 0088 PAGE 006

PROJECT: WILLIAMSON COUNTY TEMPORARY INMATE HOUSING
Georgetown, Texas
BID DATE: Tuesday, April 8, 1997
BID TIME: 2:00 P.M.
PLACE: OFFICE OF THE COUNTY JUDGE

Texas High Sierra Corp.
P.O. Box 919
Georgetown, Texas 78627-0919

CONTRACTOR: _____
TYPED/PRINTED NAME OF FIRM SUBMITTING PROPOSAL

TO: WILLIAMSON COUNTY COMMISSIONERS COURT
Hon. John C. Doerfler, County Judge
County Courthouse - 700 Main Street, 2nd Floor
Georgetown, TX 78626

BASE BID

Having carefully examined the Construction Documents and having visited the site and examined all conditions affecting the Work, the undersigned agrees to provide all labor and material required by the Construction Documents and do all work necessary for the complete construction of the WILLIAMSON COUNTY TEMPORARY INMATE HOUSING, to be located in Georgetown, Texas, for the lump sum of:

Four hundred thirty nine thousand DOLLARS
(amount written in words governs)

(\$ _____).
(amount in figures)

BROKEN DOWN AS FOLLOWS:

\$ 122,000 Material
\$ 317,000 Labor
439,000

TIME FOR COMPLETION. If awarded a Contract for this Project, the undersigned agrees to Substantially Complete the Work within 150 Calendar Days from date of Notice to Proceed and further agrees, subsequent to issuance of the Substantial Completion Certificate, to fully complete the Work within thirty (30) days or such approved extension of time thereafter.

ADDENDA. The undersigned acknowledges receipt of Addendum Number(s) 1 + 2 issued during the time for bidding and has included the several changes therein in this Proposal.

BID SECURITY. Bid Security in the sum of 590 DOLLARS
(\$ _____) in the form of bid bond

is submitted herewith as a guarantee that the undersigned will, if this Proposal is accepted and the undersigned be notified of such acceptance, enter into a Contract and furnish acceptable Performance and Payment Bonds within ten (10) days after the prescribed forms of Agreement and bond are presented to the undersigned for execution and that no bid made hereby will be withdrawn within thirty (30) days after the date set for opening of bids for this Work without your consent.

CHANGES IN THE WORK. When changes in the Work are ordered involving extra cost over and above the Contract Sum, the cost of such extra work shall be stated as a lump sum to be added to the Contract Sum before the extra work is begun, in which event the lump sum shall represent the actual cost of labor and material plus 15% overhead, plus 10% profit for work performed by the General

Contractor, and 5 percent profit on subcontract work performed by a subcontractor. In no case shall profit and overhead exceed percentages as listed in the Specifications, Document C2.

COMPLIANCE ACKNOWLEDGMENT. The undersigned acknowledges this Proposal is based on **STRICT COMPLIANCE** with the Drawings and Specifications, as to items, materials, methods, etc., or **PRIOR APPROVED EQUALS ISSUED BY ADDENDA BEFORE BID OPENING DATE.**

GENERAL.

It is understood that if accepted by Owner, this Proposal becomes a part of the Contract Documents upon the signing of the Agreement, and failing to comply with any part of this Proposal will be taken as failure of the Bidder to comply with the Contract Agreement and will be just cause for rejection of the Work.

If awarded the Contract for this Project, the undersigned shall submit to the Architect a list of subcontractors he proposes to employ prior to executing the subcontracts. It is also understood that OWNER reserves the right to reject any or all bids; to accept or reject any Alternate, to accept any combination of Alternates; to accept any bid considered advantageous; and to waive any informality or irregularity in any bid which, in his judgement, is in his own best interest. It is in the Owner's best interest to occupy the building as quickly as possible, therefore, consideration of either lowest price and/or length of days bid for substantial completion may be a major factor in determining the most advantageous bid.

The undersigned certifies that the amounts contained in this Proposal have been carefully checked and are submitted as correct and final.

The undersigned agrees that he will not withdraw this Proposal for a period of thirty (30) days from the date hereof: April 8, 1997.

BID TO BE SUBMITTED IN DUPLICATE.

Texas High Sierra Corp.
P.O. Box 919
Georgetown, Texas 78627-0919

NAME OF CONTRACTING FIRM

BY:

AUTHORIZED SIGNATURE

PRINTED/TYPED NAME & TITLE OF ABOVE

M G Moore Jr V-Pres

ADDRESS:

CITY STATE ZIP

TELEPHONE: (512) 863 9256

FAX: (512) 863 9355

STATE WHETHER CORPORATION
PARTNERSHIP or INDIVIDUAL

Corp.

SEAL, IF CORPORATION

-000-

UNIVERSAL SURETY OF AMERICA

UNIVERSAL SURETY OF AMERICA

950 Echo Lane, Suite 250
Houston, Texas 77024

VOL 0088 PAGE 008

Bond No.: TX 0919305 00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Texas High Sierra Corp. . P.O. Box 919, Georgetown, TX 78627, as Principal, hereinafter called the Principal, and UNIVERSAL SURETY OF AMERICA, 950 Echo Lane, Suite 250, Houston, Texas 77024, as Surety, hereinafter called the Surety, are held and firmly bound unto Williamson County, as Obligee, hereinafter called the Obligee, in the sum of 5.00% of the amount of this bid not to exceed Twenty-Two Thousand Five Hundred and No/100*** Dollars (\$22,500.00) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Renovate County Jail Basement .

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing, or, in the event of the failure of the Principal to enter into such Contract: 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.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

Signed and sealed April 07, 1997.

Texas High Sierra Corp.

By: [Signature]

Title: V. Pres

UNIVERSAL SURETY OF AMERICA

By: [Signature]

Alice Garcia

Attorney-in-Fact

146

UNIVERSAL SURETY OF AMERICA

P.O. BOX 1068 •Houston, Texas 77251-1068

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Bond Number

TX 0919305 00

Know All Men by These Presents, That UNIVERSAL SURETY OF AMERICA, a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Texas, does by these presents make, constitute and appoint

Alice Garcia

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bonds for:

Principal: Texas High Sierra Corp.

Obtgee: Williamson County

Amount: \$22,500.00

and to bind the company thereby as fully and to the same extent as if such bonds 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(s)-in-Fact may do within the above stated limitations. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of Universal Surety of America at a meeting held on the 11th day of July, 1984.

"Be It Resolved, that the President, and any Vice President, 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."

"RESOLVED that the signature of any officer of the corporation, and the seal of the corporation may be affixed or printed by facsimile to any power of attorney of the corporation, and that such printed facsimile signature and seal shall be valid and binding upon the corporation."

In Witness Whereof, Universal Surety of America has caused these presents to be signed by its President, John Knox, Jr. and its corporate seal to be hereto affixed this 30th day of September, A.D., 1996.

UNIVERSAL SURETY OF AMERICA



John Knox, Jr.

President

State of Texas

ss:

County of Harris

On this 30th day of September, in the year of 1996, before me Rhonda Kay Wilke, a notary public, personally appeared John Knox, Jr., personally known 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.



Rhonda Kay Wilke

Notary Public

I, the undersigned Secretary of Universal Surety of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in affect.

GIVEN under my hand and the seal of said company, at Houston, Texas, this 7TH day of APRIL 19 97

Assistant Secretary

For verification of the authority of this power you may telephone (713) 722-4600.

AGENDA:

MINUTES

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of the

WILLIAMSON COUNTY ROAD DISTRICT MEETING

April 8, 1997

THE STATE OF TEXAS) (

COUNTY OF WILLIAMSON) (BE IT REMEMBERED that at 11:56 a.m. on this the 8th day of April A.D., 1997, there was begun and holden a REGULAR SESSION of the Commissioners Court of Williamson County, Texas, pursuant to V.A.C.S. art. 6702-1, acting as ex-officio road commissioners of their respective precincts, the following members being present; to-wit:

JOHN C. DOERFLER, County Judge
MICHAEL L. HEILIGENSTEIN, Commissioner, Precinct 1
GREGORY W. BOATRIGHT, Commissioner, Precinct 2
DAVID S. HAYS, Commissioner, Precinct 22
JERRY L. MEHEVEC, Commissioner, Precinct 4
ELAINE BIZZELL, County Clerk

I. April 8, 1997

Read and approve the minutes of the last meeting.

Moved: Judge Doerfler

Seconded: Commissioner Hays

Motion: To approve the minutes of the last meeting.

Vote: Motion carried 5 - 0

148

II. April 8, 1997 *

Discuss and take appropriate action on the Southeast Williamson County Road District No. 1, including but not limited to payment of bills.

Moved: Commissioner Mehevec

Seconded: Commissioner Hays

Motion: To approve payment of \$80.27 to Brown McCarroll Sheets and Crossfield, L.L.P..

Vote: Motion carried 5 - 0

< Clerk copy here > SERD