

AGENDA ITEM # 14April 8, 1997*

Consider authorizing advertising and setting date to open bids for expansion of EMS administration offices.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To authorize advertising 10:30 a.m. on May 6, 1997, to open bids for expansion of EMS administration offices.

Vote: Motion carried 5 - 0

AGENDA ITEM # 15April 8, 1997*

Consider authorizing advertising and setting date to open bids for sale of surplus tin.

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To authorize advertising 10:30 a.m. on April 29, 1997, to open bids for sale of surplus tin.

Vote: Motion carried 5 - 0

AGENDA ITEM # 16April 8, 1997*

Consider authorizing advertising and setting date to open bids for sale of paint striping machine.

Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To authorize advertising 10:45 a.m. on April 29, 1997, to open bids for sale of paint striping machine.

Vote: Motion carried 5 - 0

AGENDA ITEM # 17April 8, 1997*

Discuss and take appropriate action on purchase order system.

Discussion by Bob Space, Julie Hillhouse, Otis Coufal and court members regarding our current purchase order system with possible improvements.

This topic was suggested for discussion during the April 30, 1997, Departmental Head meeting.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To appoint Bob Space, Otis Coufal, John Wise, Cathy Wierzowiecki and Lydia Linden to meet and bring recommendations to court.

Vote: Motion carried 5 - 0

AGENDA ITEM # 18April 8, 1997*

Discuss and take appropriate action on issuing certificates of obligation.

The court discussed various necessary projects for funding from a source other than cash flow:

\$2,200,000.00 for Multi purpose facility land purchase

\$1,000,000.00 for Cedar Park Annex

\$ 500,000.00 for Jail addition

\$ 750,000.00 for up-grade of County Road 272 and purchase of right-of-way to tie County Road 272 in to 1431

\$ 500,000.00 for Innerloop right-of-way off Hutto Road to 1460 including engineering and construction

\$1,750,000.00 Phase 2 of Precinct No. 1 drainage project

Taylor annex was discussed with Commissioner Mehevec agreeing to bring estimates and alternatives to court on April 15, 1997.

No action was taken on this agenda item.

AGENDA ITEM # 19

April 8, 1997

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Discuss and take appropriate action on modifying agreement with the Wallace Group.

No action was taken on this agenda item.

AGENDA ITEM # 20

April 8, 1997

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Open and consider awarding, rejecting or extending bid for removal of above ground and underground fuel tanks at Florence, Granger and Liberty Hill yards and installation of two (2) new fuel sites at Florence and Granger.

Judge Doerfler noted Dwight Russell and Associates conducted a mandatory pre-bid on-site conference at 1 o'clock p.m. on April 1, 1997, beginning at Florence and then to Granger for which the following firms were represented;

Tecom UST Systems, Inc.
USA Environmental Systems, Inc.
Austex, Inc.
Texas High Sierra, Inc.
AERCO, Inc.

At 10:17 a.m. Judge Doerfler announced time to receive bids for removal of above ground and underground fuel tanks at Florence, Granger and Liberty Hill yards and installation of two (2) new fuel sites at Florence and Granger.

At 10:20 a.m. Judge Doerfler announced time closed to receive bids for removal of above ground and underground fuel tanks at Florence, Granger and Liberty Hill yards and installation of two (2) new fuel sites at Florence and Granger.

Bids were opened and read aloud from:

Aus-Tex Service Station Equipment, Inc.
JMT, Inc. d/b/a Aerco
Resource Engineering & Management, Inc.
Tecom UST Systems, Inc.
Texas High Sierra Corp.
USA Environmental Systems, Inc.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To note receipt of bids with award to be made at a later date.

Vote: Motion carried 5 - 0

< Clerk copy here >

00058

DWIGHT C. RUSSELL ASSOCIATES, INC.

Consulting Engineers and Environmental Scientists

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April 7, 1997

The Honorable John Doerfler
Williamson County Judge
Williamson County Courthouse
Georgetown, Texas 78626

RE: Williamson County Fueling System upgrade project.

Dear Judge Doerfler:

The following companies were represented at the mandatory pre-bid meeting on April 1, 1997 which began in Florence and proceeded to Grainger.

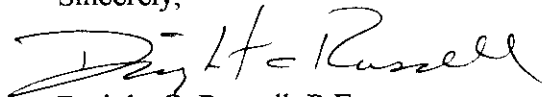
1. Tecom UST Systems, Inc.
2. USA Environmental Systems, Inc.
3. Austex, Inc.
4. Texas High Sierra, Inc.
5. AERCO, Inc.

*noted 4-8-97
John C. Doerfler*

In addition, a representative from Resource Engineering and Management, Inc. arrived at the Florence site approximately 45 minutes late and did not attend the meeting in Grainger.

Please let me know if you have any questions.

Sincerely,


Dwight C. Russell, P.E.
President

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: Aus-TEX SERVICE STATION EQUIPMENT, INC.

Mailing Address: BOX 141519

Telephone: (512) 926 0995 City: AUSTIN State: TX Zip: 78714-1519

BID

(Add additional sheets if necessary)

ITEM	UNIT PRICE
<u>TOTAL BASE BID:</u>	<u>\$ 116,560.00</u>

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: Edward D. Mann Date of BID: 4-8-97

Name and Title of Signer: EDWARD D. MANN, SALES ESTIMATOR
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

WILLIAMSON COUNTY BID CONDITIONS

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BIDS must be received in the County Auditor's office either by hand-delivery to the 3rd floor of the County Courthouse, 710 Main St. - Suite 303, Georgetown, Texas, or by mail to County Auditor/Purchasing, 710 Main St. - Suite 303, Georgetown, Texas 78626, prior to 10:00AM April 8, 1997, at which time the BIDS will be opened in open court at the Commissioners' Courtroom on the 2nd floor of the County Courthouse. BIDS received after that time will be returned unopened. As to each item bid, the Court may either reject all BIDS or award a contract to the lowest and best BID. All BIDS must be submitted on this standard form available from the County Auditor. All others will be rejected. A MANDATORY PRE-BID MEETING WILL BE HELD ON APRIL 1, 1997 AT 1:00 PM AT THE FLORENCE SITE AND PROCEEDING TO THE GRANGER SITE THEREAFTER.

It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his BID to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner of Justice Precinct is a separate department.

(1) Unless the BID received expressly states that the bidder will accept only the award of all items bid, each item in the BID will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the BID expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or BID expressly states otherwise, BIDS will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the BID, shall be at the discretion of Commissioners' Court at the time a BID is awarded.

No more than one BID will be awarded for any item for a single department and area. All BIDS may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best BID.

All of the items listed are to be bid on a "per unit" basis, stating a firm price per unit or unit quantity of each item bid. This price must be good from the date of BID opening for a fixed period of time. Unless the BID expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 1997. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best BID, but for no longer than the current fiscal year.

The estimated quantity of each item listed in the notice is only an estimate — the actual quantity to be purchased may be more or less. The County will not be obligated to purchase any minimum amount, and it may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the BID.

THE REQUIRED BID FORM IS ON PAGE 2 OF THIS BID PACKAGE.

WILLIAMSON COUNTY

INVITATION FOR BIDS

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BID INSTRUCTIONS/REQUIREMENTS

Williamson County appreciates your time and effort in preparing a BID. Please note that all BIDS must be received at the designated location by the deadline shown. BIDS received after the deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in the Commissioners Courtroom, Second Floor, County Courthouse, Georgetown, Texas.

1. Sealed Bids shall be received no later than:

10:00AM Tuesday, April 8, 1997

MARK ENVELOPE: "Installation of aboveground fuel storage systems and the removal of existing underground and aboveground fuel storage systems located at Florence, Liberty Hill, and Granger Maintenance Barns"

2. Submission of Bid:

Sealed Bids MAY BE DELIVERED to:

Williamson County Auditor's Office, Third Floor, Suite 303
Williamson County Courthouse - (on the square)
Georgetown, Texas

OR:

Sealed Bids MAY BE MAILED to:

Williamson County, Sealed Bids
Ginny Atkinson, Auditor's Office
710 Main Street - Suite 303
Georgetown, Texas 78626

3. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all BIDS for any or all materials and/or services covered in this BID request, and to waive informalities or defects in the BID or to accept such BID it shall deem to be in the best interest of Williamson County.

4. BIDS shall be tabulated by commodity and/or service and results mailed to all bidders within four (4) weeks after the BID opening. Should you fail to receive a tabulation please call (512) 930-4418.

5. Awards should be made approximately four (4) weeks after the Bid opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 930-4418.

6. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 1996/September 30, 1997 fiscal year.

7. Late BID: BIDS received after submission deadline shall be unopened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier, etc.

8. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

9. Altering BID: BIDS cannot be altered or amended after submission deadline.

10. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

11. Contract: This BID, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.

12. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various BID Packages and or BID Instructions/Requirements.

13. Delivery Times and Locations: The commodity and/or service covered by this BID shall be as stated in the various BID Packages.

14. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

15. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

16. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- a. have adequate financial resources, or the ability to obtain such resources as required;
- b. be able to comply with the required or proposed delivery schedule;
- c. have a satisfactory record of performance;
- d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

17. References: Williamson County requests bidder to supply with this BID, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

18. Bidder shall: provide with this BID response, all documentation required by this BID. Failure to provide this information may result in rejection of the BID.

19. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract.

20. Contract Administration: Under this contract, Ginny Atkinson, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.

21. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.

22. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

23. Bids MUST BE: legible and of a quality that can be reproduced.

24. BID forms that are included in BID packages shall be used. **CHANGES to BID forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the BID forms and or specifications shall be made on an **attachment** to the BID package. **Call Ginny Atkinson (512) 930-4418 for explanation if exceptions are needed.**

25. The Texas Labor Code, S406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, S402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Ginny Atkinson
Williamson County Auditor's Office
Purchasing
710 Main Street - Suite 303
Georgetown, Tx. 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 930-4321, or you may call the Texas Workers' Compensation Commission at (512) 440-3789.

WORKERS' COMPENSATION INSURANCE COVERAGE.

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate

insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

26. **PERFORMANCE AND PAYMENT BONDS:** Chapter 2253.021 of the Texas Government Code governs the requirements for performance and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000, and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000, and is to be made for the full amount of the contract. The bonds are to be executed prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code.

If the public works contract is less than \$50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county.

The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

27. For questions relating to the bidding process, contact Ginny Atkinson at (512) 930-4418.

► For detailed specifications and/or answers to technical questions contact Dwight C. Russell Associates, Inc. at (512) 452-8834.

PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR BIDS

The Williamson County Commissioners Court invites the submission of sealed BIDS for: Installation of aboveground fuel storage systems and the removal of existing underground and aboveground fuel storage systems located at Florence, Liberty Hill, and Granger Maintenance Barns

Sealed BIDS will be publicly opened in the County Commissioners Court Room, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Tuesday, April 8, 1997 at 10:00AM. A mandatory pre-bid meeting will be held Tuesday, April 1, 1997 at 1:00 pm starting at the Florence site and proceeding to the Granger site thereafter.

BIDS received after the above stated date and time will be returned unopened.

Detailed specifications may be obtained from Dwight C. Russell Associates, Inc., 7801 N. Lamar - Suite D-77, Austin, Texas 78752, (512) 452-8834. A non-refundable plan deposit of \$25.00 is required.

The Williamson County Commissioners Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all BIDS.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at (512) 440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

PERFORMANCE AND PAYMENT BONDS: Chapter 2253.021 of the Texas Government Code governs the requirements for performance and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000, and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000, and is to be made for the full amount of the contract. The bonds are to be executed prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code.

Issued by order of the Williamson County Commissioners Court on March 11, 1997. John C. Doerfler, County Judge.

SPECIAL NOTES

Please check the following prior to sealing and submitting your bid/proposal.

1. Official Williamson County Bid Form Completed, signed, and enclosed?

YES ☒ NO ☐

2. All bid specification sheets completed (including company name at bottom of each sheet) and attached?

YES ☒ NO ☐

3. Have you included three (3) copies of your bid as required?

YES ☒ NO ☐

4. Have you written the name of your business on the front of the sealed envelope?

YES ☒ NO ☐

5. Have you written the description of the commodity that you are bidding on the front of the sealed envelope?

YES ☒ NO ☐

BIDDERS PROPOSAL FOR CONSTRUCTION CONTRACT

TO: The Honorable John Doerfler, Williamson County Judge
Williamson County Courthouse, Georgetown, Texas 78626

Reference is made to the following-described Work of construction, alteration or repair:

Construction of a double wall, dual compartment AST, steel reinforced concrete containment cell, tank gauge, fuel card controller, fuel dispensing system, modifications to the existing electrical systems at the Florence and Granger Maintenance Barns. Removal of the existing diesel UST and gasoline AST from the Florence Maintenance Barn, and removal of the diesel and gasoline USTs and designated ASTs from the Granger Maintenance Barn. Removal of the ASTs from the Liberty Hill Maintenance Barn.

The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings and Specifications prepared by Dwight C. Russell Associates, Inc., 7801 N. Lamar Blvd., Suite D-77, Austin, Texas 78752, Special Instructions to Bidders, and the following numbered and dated Addenda:

It is understood that Performance and Payment Bonds, each in the amount of 100% of the Contract Price, will be required; that the County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that the County may reject any or all bids; and that the County may waive objection to any informality in submission of bids. The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

Pay Item No.	Estimated Quantity	Description	Item Total
1	1 each	Mobilization to Florence Lump Sum \$ <u>500.00</u>	\$ <u>500.00</u>
2	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems at Florence. Lump Sum \$ <u>48346.00</u>	\$ <u>48346.00</u>
3	1 each	Degas, inert, remove and dispose of one (1) 2,000 gallon AST and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" for Florence. Lump Sum \$ <u>3946.00</u>	\$ <u>3946.00</u>
4	1 each	Mobilization to Granger Lump Sum \$ <u>500.00</u>	\$ <u>500.00</u>
5	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems for Granger. Lump Sum \$ <u>52721.00</u>	\$ <u>52721.00</u>

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FOR: AUS-TEX SERVICE STATION EQUIPMENT 00070

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Pay Item No.	Estimated Quantity	Description	Item Total
6	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon UST, (1) 6,000 gallon UST, and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>5610.00</u>	\$ <u>5610.00</u>
7	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon AST, one (1) 2,000 gallon AST, one (1) 12,000 gallon AST, and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>2413.00</u>	\$ <u>2413.00</u>
8	1 each	Degas, inert, remove and dispose of one (1) 10,000 gallon AST and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Liberty Hill. Lump Sum \$ <u>2504.00</u>	

TOTAL BASE BID \$ 116560.00

ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED SIXTY DOLLARS.
(written) This total bid must be written on the "Williamson County Bid Form"

Add No. 1 each Additional Cost to install 6,000 gallon, dual wall, dual compartment AST (3,000/3,000) in lieu of 5,000 gallon AST in base bid. \$ 4150.00
Lump Sum \$ 4150.00

It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation of all electrical service to the dispensing systems, card reader, tank gauges, and start-up. Contractor will coordinate with the local phone company and arrange for the installation of new phone lines at both sites. Contractor will start-up and demonstrate the functionan operation of the complete system including the transfer of data to the Williamson County Central Maintenance Facility. After start-up, the contractor will provide a total of eight (8) hours training to the designated County Personnel at each facility and at the County's Central Facility in Georgetown.
2. Upon completion of the contract, prior to final payment, the Contractor will deliver to the County a written warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. S218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder certifies and represents that no public official, employee, or agent of the County has an interest in this bid.

Bidder: Aus-Tex Service Station Equip Address: 6014 TECHNI-CENTER #110, AUSTIN

By: Edward D. Mann Title: SALES ESTIMATOR

Date: APRIL 8, 1997

EXPERIENCE RECORD

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List of Projects, similar to that covered by Proposal, which the Bidder has successfully completed:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>Date Completed</u>	<u>Name and Address of Owner</u>
\$ 13,000.00	(3) UST CLOSURE. (1) #1000 AST INSTALL.	MARCH 1991	R. M. SMART 104 BREWSTER ST. FLORENCE, TX
\$ 7900.00	INSTALL #1000 AST FUEL SYSTEM.	JULY 1996	PARKER ELECTRIC 9702 BROWN LN. AUSTIN, TX 78754
\$ 14800.00	INSTALL (2) #10,000 AST FUEL SYSTEMS PROVIDED BY OWNER.	JULY 1995	BERGSTROM ARS 924 FW/LGC BOX 1460 DEL VALLE, TX 78617-1460

List of Projects the Bidder is now engaged in completing:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>% Completed</u>	<u>Name and Address of Owner</u>
\$ 14215.00	INSTALL #500 AST. UST CLOSURE & SOIL DISPOSAL.	100%	TRAVIS COUNTY FACILITIES MGT. 1101 NUECES ST. AUSTIN, TX 78701

List of Surety Bonds in force on the above uncompleted work:

00072

xxxiii

FOR AUS-TEX SERVICE STATION EQUIPMENT, INC.

Amount of
Contract Award

Amount of Bond

Name of
Surety Company

VOL 0087 PAGE 885

Bidder: Aus-TEX SERVICE STATION EQUIP.

By: Edward A. Mann

Title: SALES ESTIMATOR

Business Address: BOX 141519

AUSTIN, TX. 78714-1519

00073

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: JMT Inc DBA AERCD
Mailing Address: 8312 Fathom Cir, Suite 704
Telephone: (512) 219-9517 City: Austin State: TX Zip: 78760

BID

(Add additional sheets if necessary)

ITEM

UNIT PRICE

TOTAL BASE BID: \$ 145,323.52Addendum #4 Received 2 April 97

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Subtract \$10,500 If County Backfill is to be usedAST Removal Prices include two (2) soil analysisAdd \$ 1295.00 (5,000) or \$ 1455.00 (6,000) for External Epoxy to New AST'sSignature:  Date of BID: 7 April 97Name and Title of Signer: Everette Thigpen Vice Pres.**THIS IS REQUIRED.** The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

**BIDDERS PROPOSAL
FOR CONSTRUCTION CONTRACT**

TO:

The Honorable John Doerfler, Williamson County Judge
Williamson County Courthouse, Georgetown, Texas 78626

VOL 0087 PAGE 887

Reference is made to the following-described Work of construction, alteration or repair:

Construction of a double wall, dual compartment AST, steel reinforced concrete containment cell, tank gauge, fuel card controller, fuel dispensing system, modifications to the existing electrical systems at the Florence and Granger Maintenance Barns. Removal of the existing diesel UST and gasoline AST from the Florence Maintenance Barn, and removal of the diesel and gasoline USTs and designated ASTs from the Granger Maintenance Barn. Removal of the ASTs from the Liberty Hill Maintenance Barn.

The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings and Specifications prepared by Dwight C. Russell Associates, Inc., 7801 N. Lamar Blvd., Suite D-77, Austin, Texas 78752, Special Instructions to Bidders, and the following numbered and dated Addenda:

It is understood that Performance and Payment Bonds, each in the amount of 100% of the Contract Price, will be required; that the County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that the County may reject any or all bids; and that the County may waive objection to any informality in submission of bids. The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

			Item Total
1	1 each	Mobilization to Florence Lump Sum \$ <u>600.00</u>	\$ <u>600.00</u>
2	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association Fireguard Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems at Florence. Lump Sum \$ <u>60,969.72</u>	\$ <u>61,569.72</u>
3	1 each	Degas, inert, remove and dispose of one (1) 2,000 gallon AST and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" for Florence. Lump Sum \$ <u>4,000.00</u>	\$ <u>65,569.72</u>
4	1 each	Mobilization to Granger Lump Sum \$ <u>600.00</u>	\$ <u>66,169.72</u>
5	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association Fireguard Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems for Granger. Lump Sum \$ <u>65,653.80</u>	\$ <u>131,823.52</u>

6	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon UST, (1) 6,000 gallon UST, and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger Lump Sum \$ <u>10,500.00</u>	\$ <u>142,323.52</u>
7	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon AST, one (1) 2,000 gallon AST, one (1) 12,000 gallon AST, and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>2000.00</u>	\$ <u>144,323.52</u>
8	1 each	Degas, inert, remove and dispose of one (1) 10,000 gallon AST and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Liberty Hill. Lump Sum \$ <u>1000.00</u>	

TOTAL BASE BID \$ 145,323.52

One Hundred and Forty-Five Thousand Three Hundred and Fifty Two DOLLARS
(written) The total bid must be written on the "Williamson County Bid Form"

Add No. 1 each
1
Additions: Cost to install 6,000 gallon, dual wall, dual compartment AST (3,000/3,000) in lieu of 5,000 gallon AST in base bid. \$ 1,300
Lump Sum \$ 1,300.00

It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation of all electrical service to the dispensing systems, card reader, tank gauges, and start-up. Contractor will coordinate with the local phone company and arrange for the installation of new phone lines at both sites. Contractor will start-up and demonstrate the functional operation of the complete system including the transfer of data to the Williamson County Central Maintenance Facility. After start-up, the contractor will provide a total of eight (8) hours training to the designated County Personnel at each facility and at the County's Central Facility in Georgetown.
2. Upon completion of the contract, prior to final payment, the Contractor will deliver to the County a written warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. §218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder certifies and represents that no public official, employee, or agent of the County has an interest in this bid.

Bidder: [Signature] Address: 8302 Fathom Cir #704, Austin
By: Everette Thigpen Title: Vice President
Date: 7 April 97

List of Projects, similar to that covered by Proposal, which the Bidder has successfully completed:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>Date Completed</u>	<u>Name and Address of Owner</u>
\$ 59,854.65	UST Installation	02/96	Wag-A-Bag, Inc. 1015 S Mays Round Rock, Tx 78664
\$ 4,500.00	UST Removal	07/95	Robert Carter 101 Fm 1100 Elgin, Tx
\$ 22,137.50	UST Upgrade	12/96	Wag-A-Bag, Inc. 1015 S Mays Round Rock, Tx 78664

List of Projects the Bidder is now engaged in completing:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>% Completed</u>	<u>Name and Address of Owner</u>
\$ 46,179.00	UST Installation	2090	Wag-A-Bag, Inc. 1015 S Mays Round Rock, Tx 78664
\$ 55,991.20	UST Upgrade	2090	Wag-A-Bag, Inc. 1015 S Mays Round Rock, Tx 78664

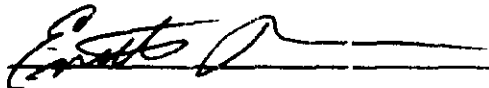
List of Surety Bonds in force on the above uncompleted work:

Amount of
Contract Award

Amount of Bond

Name of
Surety Company

No Bonds currently Issued

Bidder: 

By: Everett Thigpen

Title: Vice, President JMT Inc

Business Address: 8312 Fathom Cir #704

Austin, Texas 78750

WILLIAMSON COUNTY BID FORM

VOL 0087 PAGE 891

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: RESOURCE ENGINEERING & MANAGEMENT, INC.
 Mailing Address: 4930 ENTERPRISE DRIVE, SAN ANTONIO, TX 78249
 Telephone: (210) - 493-3136 City: SAN ANTONIO State: TX Zip: 78249

BID (Add additional sheets if necessary)

ITEM	UNIT PRICE
<u>TOTAL BASE BID:</u>	<u>TWO HUNDRED FORTY ONE THOUSAND DOLLARS (\$241,000)</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

LIMITATIONS (Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: Gene Karkal Date of BID: April 8, 1997

Name and Title of Signer: Gene Karkal, P.E., Senior Environmental Engineer
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

BIDDERS PROPOSAL FOR CONSTRUCTION CONTRACT

TO:

The Honorable John Doerfler, Williamson County Judge
Williamson County Courthouse, Georgetown, Texas 78626

Reference is made to the following-described Work of construction, alteration or repair:

Construction of a double wall, dual compartment AST, steel reinforced concrete containment cell, tank gauge, fuel card controller, fuel dispensing system, modifications to the existing electrical systems at the Florence and Granger Maintenance Barns. Removal of the existing diesel UST and gasoline AST from the Florence Maintenance Barn, and removal of the diesel and gasoline USTs and designated ASTs from the Granger Maintenance Barn. Removal of the ASTs from the Liberty Hill Maintenance Barn.

The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings and Specifications prepared by Dwight C. Russell Associates, Inc., 7801 N. Lamar Blvd., Suite D-77, Austin, Texas 78752, Special Instructions to Bidders, and the following numbered and dated Addenda:

ADDENDUM NO. 1 DATED: APRIL 2, 1997

It is understood that Performance and Payment Bonds, each in the amount of 100% of the Contract Price, will be required; that the County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that the County may reject any or all bids; and that the County may waive objection to any informality in submission of bids. The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

Pay Item No.	Estimated Quantity	Description	Item Total
1	1 each	Mobilization to Florence Lump Sum \$ 8,000.00	\$ 8,000.00
2	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems at Florence. Lump Sum \$ 70,000.00	\$ 70,000.00
3	1 each	Degas, inert, remove and dispose of one (1) 2,000 gallon AST and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" for Florence. Lump Sum \$ 20,000.00	\$ 20,000.00
4	1 each	Mobilization to Granger Lump Sum \$ 8,000.00	\$ 8,000.00
5	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems for Granger. Lump Sum \$ 70,000.00	\$ 70,000.00

XXV

Resource Engineering & Management, Inc.

00080

Pay Item No.	Estimated Quantity	Description	Item Total
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6	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon UST,(1) 6,000 gallon UST, and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>20,000.00</u>	\$ <u>20,000.00</u>
7	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon AST, one (1) 2,000 gallon AST, one (1) 12,000 gallon AST, and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>20,000.00</u>	\$ <u>20,000.00</u>
8	1 each	Degas, inert, remove and dispose of one (1) 10,000 gallon AST and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Liberty Hill. Lump Sum \$ <u>25,000.00</u>	\$ <u>25,000.00</u>

TOTAL BASE BID \$ 241,000.00

TWO HUNDRED FORTY ONE THOUSAND AND 00/100 DOLLARS.
(written) This total bid must be written on the "Williamson County Bid Form"

Add No. 1	1 each	Additional Cost to install 6,000 gallon, dual wall, dual compartment AST (3,000/3,000) in lieu of 5,000 gallon AST in base bid. Lump Sum \$ <u>7,500.00</u>	\$ <u>7,500.00</u>
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It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation of all electrical service to the dispensing systems, card reader, tank gauges, and start-up. Contractor will coordinate with the local phone company and arrange for the installation of new phone lines at both sites. Contractor will start-up and demonstrate the functionan operation of the complete system including the transfer of data to the Williamson County Central Maintenance Facility. After start-up, the contractor will provide a total of eight (8) hours training to the designated County Personnel at each facility and at the County's Central Facility in Georgetown.
2. Upon completion of the contract, prior to final payment, the Contractor will deliver to the County a written warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. S218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder certifies and represents that no public official, employee, or agent of the County has an interest in this bid.

Bidder: Resource Engineering & Mgmt. Inc. Address: 4930 Enterprise Drive, San Antonio
Texas 78249

By: Gene Karkal, P.E. Title: Senior Environmental Engineer

Date: April 7, 1997

xxvi

Resource Engineering & Management, Inc.

00081

VOL 0087 PAGE 893

EXPERIENCE RECORD

List of Projects, similar to that covered by Proposal, which the Bidder has successfully completed:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>Date Completed</u>	<u>Name and Address of Owner</u>
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Please see attached statement of qualifications

List of Projects the Bidder is now engaged in completing:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>% Completed</u>	<u>Name and Address of Owner</u>
\$150,000	AST Installation	100%	City of Fort Worth
\$300,000	USTs Installation	100%	City of San Antonio
\$230,000	USTs & ASTs Instln.	95%	East Central ISD, San Antonio
\$814,000	ACM & Lead Remediation	85%	City of Austin, NAPT
\$334,000	Soil Remediation	10%	City of Austin

List of Surety Bonds in force on the above uncompleted work:

<u>Amount of Contract Award</u>	<u>Amount of Bond</u>	<u>Name of Surety Company</u>
\$150,000	\$7,500	Commercial Indemnity Insurance Co
\$300,000	\$15,000	Commercial Indemnity Insurance Co.
\$230,000	\$11,500.00	Commercial Indemnity Insurance Co
\$814,000	\$81,400	Commercial Indemnity Insurance Co
\$334,000	\$16,700	Commercial Indemnity Insurance C

Bidder: Resource Engineering & Management, Inc.

By: Gene Karkal, P.E.

Title: Senior Environmental Engineer

Business Address: 4930 Enterprise Drive, San Antonio, Texas 78249

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: TECOM UST SYSTEMS, INC.
Mailing Address: 11705 N. KAMAR BLVD - AUSTIN, TX 78753
Telephone: (512) 837-5055 City: AUSTIN State: TX Zip: 78753

BID

(Add additional sheets if necessary)

ITEM	UNIT PRICE
TOTAL BASE BID:	<u>\$ 141,047.00</u>
<u>ONE HUNDRED FORTY ONE THOUSAND, FORTY SEVEN DOLLARS</u>	
<u>AND NO CENTS.</u>	

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: Marlon Moore Date of BID: 4-8-97

Name and Title of Signer: MARLON MOORE - CORPORATE ESTIMATOR
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

BIDDERS PROPOSAL FOR CONSTRUCTION CONTRACT

VOL 0087 PAGE 897

TO: The Honorable John Doerfler, Williamson County Judge
Williamson County Courthouse, Georgetown, Texas 78626

Reference is made to the following-described Work of construction, alteration or repair:

Construction of a double wall, dual compartment AST, steel reinforced concrete containment cell, tank gauge, fuel card controller, fuel dispensing system, modifications to the existing electrical systems at the Florence and Granger Maintenance Barns. Removal of the existing diesel UST and gasoline AST from the Florence Maintenance Barn, and removal of the diesel and gasoline USTs and designated ASTs from the Granger Maintenance Barn. Removal of the ASTs from the Liberty Hill Maintenance Barn.

The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings and Specifications prepared by Dwight C. Russell Associates, Inc., 7801 N. Lamar Blvd., Suite D-77, Austin, Texas 78752, Special Instructions to Bidders, and the following numbered and dated Addenda:

Addendum No. 1

It is understood that Performance and Payment Bonds, each in the amount of 100% of the Contract Price, will be required; that the County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that the County may reject any or all bids; and that the County may waive objection to any informality in submission of bids. The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

Pay Item No.	Estimated Quantity	Description	Item Total
1	1 each	Mobilization to Florence Lump Sum \$ <u>100.00</u>	\$ <u>100.00</u>
2	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems at Florence. Lump Sum \$ <u>56,170.00</u>	\$ <u>56,170.00</u>
3	1 each	Degas, inert, remove and dispose of one (1) 2,000 gallon AST and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" for Florence. Lump Sum \$ <u>6,523.00</u>	\$ <u>6,523.00</u>
4	1 each	Mobilization to Granger Lump Sum \$ <u>100.00</u>	\$ <u>100.00</u>
5	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems for Granger. Lump Sum \$ <u>59,585.00</u>	\$ <u>59,585.00</u>

Pay Item No.	Estimated Quantity	Description	Item Total
6	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon UST,(1) 6,000 gallon UST, and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>11,220.00</u>	\$ <u>11,220.00</u>
7	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon AST, one (1) 2,000 gallon AST, one (1) 12,000 gallon AST, and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>2,850.00</u>	\$ <u>2,850.00</u>
8	1 each	Degas, inert, remove and dispose of one (1) 10,000 gallon AST and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Liberty Hill. Lump Sum \$ <u>4,499.00</u>	<u>4,499.00</u>

TOTAL BASE BID \$ 141,047.00
 ONE HUNDRED FORTY ONE THOUSAND
 AND FORTY SEVEN DOLLARS AND NO CENTS DOLLARS.
 (written) This total bid must be written on the "Williamson County Bid Form"

Add No. 1 each Additional Cost to install 6,000 gallon, dual wall, dual compartment AST (3,000/3,000) in lieu of 5,000 gallon AST in base bid. \$ 3,028.00
 Lump Sum \$ 3,028.00

It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation of all electrical service to the dispensing systems, card reader, tank gauges, and start-up. Contractor will coordinate with the local phone company and arrange for the installation of new phone lines at both sites. Contractor will start-up and demonstrate the functionan operation of the complete system including the transfer of data to the Williamson County Central Maintenance Facility. After start-up, the contractor will provide a total of eight (8) hours training to the designated County Personnel at each facility and at the County's Central Facility in Georgetown.
2. Upon completion of the contract, prior to final payment, the Contractor will deliver to the County a written warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. S218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder certifies and represents that no public official, employee, or agent of the County has an interest in this bid.

Bidder: TECOM VST SYSTEMS, INC. Address: 11705 N. HAMAN - AUSTIN 78753
 By: Marlon Moore Title: CORPORATE ESTIMATOR
 Date: 4-8-97

EXPERIENCE RECORD

VOL 0087 PAGE 899

List of Projects, similar to that covered by Proposal, which the Bidder has successfully completed:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>Date Completed</u>	<u>Name and Address of Owner</u>
238,000.00	Remove / Install	Mar-97	City of Austin Dept. of Public Works 505 Barton Springs Rd. Austin, Tx 78703
155,658.00	Remove / Install	Feb-97	Bastrop ISD 105 Loop 150 W., Suite J Bastrop, TX 78602
110,131.00	AST Install	Oct-96	Austin ISD 111 W. sixth St. Austin, TX 78703
176,608.00	New Install	Nov-96	City of Round Rock / RR-ISD 221 E. Main Round Rock, TX 78664
393,425.00	AST Install	Dec-96	TxDOT 125 E. 11th St. Austin, Tx 78701

List of Projects the Bidder is now engaged in completing:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>% Completed</u>	<u>Name and Address of Owner</u>
63,380.00	AST Install	85%	TxDot - Gatesville 125 E. 11th St. Austin, TX 78701
66,380.00	UST Install	60%	Rock City Mechanical P.O. Box 40446 Nashville. TN 37204
40,162.00	Removal	0%	TxDOT P.O. Drawer 15426 Austin, TX 78761
48,016.00	AST Install	0%	TxDOT (Georgetown) P.O. Drawer 15426 Austin, TX 78761

List of Surety Bonds in force on the above uncompleted work:

VOL 0087 PAGE 900

<u>Amount of Contract Award</u>	<u>Amount of Bond</u>	<u>Name of Surety Company</u>
40,162.00	40,162.00	Alexander & Alexander of Texas
238,000.00	238,000.00	Alexander & Alexander of Texas (release pending)
393,425.00	393,425.00	Alexander & Alexander of Texas (release pending)

Bidder: TECOM UST SYSTEMS, INC.

By: Monte Moore

Title: CORPORATE ESTIMATOR

Business Address: 11705 N. LAMAR BLVD.

AUSTIN , TX 78753

BIDDERS PROPOSAL FOR CONSTRUCTION CONTRACT

C68-1
VOL 0087 PAGE 901

TO: The Honorable John Doerfler, Williamson County Judge
Williamson County Courthouse, Georgetown, Texas 78626

Reference is made to the following-described Work of construction, alteration or repair:

Construction of a double wall, dual compartment AST, steel reinforced concrete containment cell, tank gauge, fuel card controller, fuel dispensing system, modifications to the existing electrical systems at the Florence and Granger Maintenance Barns. Removal of the existing diesel UST and gasoline AST from the Florence Maintenance Barn, and removal of the diesel and gasoline USTs and designated ASTs from the Granger Maintenance Barn. Removal of the ASTs from the Liberty Hill Maintenance Barn.

The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings and Specifications prepared by Dwight C. Russell Associates, Inc., 7801 N. Lamar Blvd., Suite D-77, Austin, Texas 78752, Special Instructions to Bidders, and the following numbered and dated Addenda:

It is understood that Performance and Payment Bonds, each in the amount of 100% of the Contract Price, will be required; that the County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that the County may reject any or all bids; and that the County may waive objection to any informality in submission of bids. The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

Pay Item No.	Estimated Quantity	Description	Item Total
1	1 each	Mobilization to Florence Lump Sum \$ <u>Two thousand</u>	\$ <u>2,000⁰⁰</u>
2	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems at Florence. Lump Sum \$ <u>Forty nine thousand</u>	\$ <u>49,000⁰⁰</u>
3	1 each	Degas, inert, remove and dispose of one (1) 2,000 gallon AST and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" for Florence. Lump Sum \$ <u>Nine thousand</u>	\$ <u>9,000⁰⁰</u>
4	1 each	Mobilization to Granger Lump Sum \$ <u>Two thousand</u>	\$ <u>2,000⁰⁰</u>
5	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems for Granger. Lump Sum \$ <u>Forty nine thousand</u>	\$ <u>49,000⁰⁰</u>

TEXAS HIGH SIERRA CORP.
POST OFFICE BOX 919
GEORGETOWN, TEXAS 78627-0919

xxv

00089

Pay Item No.	Estimated Quantity	Description	Item Total
6	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon UST,(1) 6,000 gallon UST, and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>Twelve thousand</u>	\$ <u>12,000⁰⁰</u>
7	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon AST, one (1) 2,000 gallon AST, one (1) 12,000 gallon AST, and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>Twelve thousand</u>	\$ <u>12,000⁰⁰</u>
8	1 each	Degas, inert, remove and dispose of one (1) 10,000 gallon AST and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Liberty Hill. Lump Sum \$ <u>Twelve thousand</u>	\$ <u>12,000⁰⁰</u>

TOTAL BASE BID \$ 147,000⁰⁰

DOLLARS.

(written) This total bid must be written on the "Williamson County Bid Form"

Add No. 1 each
1 Additional Cost to install 6,000 gallon, dual wall, dual compartment AST (3,000/3,000) in lieu of 5,000 gallon AST in base bid. \$ 5,000⁰⁰
Lump Sum \$ Five thousand

It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation of all electrical service to the dispensing systems, card reader, tank gauges, and start-up. Contractor will coordinate with the local phone company and arrange for the installation of new phone lines at both sites. Contractor will start-up and demonstrate the functionan operation of the complete system including the transfer of data to the Williamson County Central Maintenance Facility. After start-up, the contractor will provide a total of eight (8) hours training to the designated County Personnel at each facility and at the County's Central Facility in Georgetown.
2. Upon completion of the contract, prior to final payment, the Contractor will deliver to the County a written warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. S218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder certifies and represents that no public official, employee, or agent of the County has an interest in this bid.

Bidder: TEXAS HIGH SIERRA CORP.

Address: POST OFFICE BOX 919
GEORGETOWN, TEXAS 78627-0919

By: [Signature]

Title: Vice President

Date: 8 April 97

UNIVERSAL SURETY OF AMERICA

950 Echo Lane, Suite 250
Houston, Texas 77024

VOL 0087
PAGE 203

Bond No.: TX 0919304 00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Texas High Sierra Corp. , PO 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 Ten Thousand and No/100*** Dollars (\$10,000.00) 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 install fuel system

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: Alice Garcia

Alice Garcia
Attorney-in-Fact

00091

UNIVERSAL SURETY OF AMERICA

UNIVERSAL SURETY OF AMERICA

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

GENERAL POWER OF ATTORNEY - CERTIFIED COPY

Bond Number

TX 0919304 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.

Obligee: Williamson County

Amount: \$10,000.00

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



State of Texas

ss:

County of Harris

John Knox, Jr.

President

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

UNIVERSAL SURETY OF AMERICA

00092

Amount of
Contract Award

Amount of Bond

Name of
Surety Company

VOL 0087 PAGE 905

Bid
\$ 147,000

52

Universal Surety

Bidder: TEXAS HIGH SIERRA CORP.

By: *[Signature]*

Title: Vice President

Business Address: POST OFFICE BOX 919
GEORGETOWN, TEXAS 78627-0919

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: USA ENVIRONMENTAL SYSTEMS INC
 Mailing Address: P.O. BOX 87625
 Telephone: (713) 477-4808 City: HOUSTON State: TX Zip: 77287

BID


(Add additional sheets if necessary)

ITEM	UNIT PRICE
TOTAL BASE BID:	\$ <u>168,660.00</u>

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature:  Date of BID: 4/8/97

Name and Title of Signer: MATT GILBERT, PRESIDENT

THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

BIDDERS PROPOSAL FOR CONSTRUCTION CONTRACT

VOL 0087 PAGE 907

TO: The Honorable John Doerfler, Williamson County Judge
Williamson County Courthouse, Georgetown, Texas 78626

Reference is made to the following-described Work of construction, alteration or repair:

Construction of a double wall, dual compartment AST, steel reinforced concrete containment cell, tank gauge, fuel card controller, fuel dispensing system, modifications to the existing electrical systems at the Florence and Granger Maintenance Barns. Removal of the existing diesel UST and gasoline AST from the Florence Maintenance Barn, and removal of the diesel and gasoline USTs and designated ASTs from the Granger Maintenance Barn. Removal of the ASTs from the Liberty Hill Maintenance Barn.

The undersigned Bidder has carefully examined and considered the site of the Work and relevant conditions and circumstances and the proposed Contract Documents, including the form of Agreement, Drawings and Specifications prepared by Dwight C. Russell Associates, Inc., 7801 N. Lamar Blvd., Suite D-77, Austin, Texas 78752, Special Instructions to Bidders, and the following numbered and dated Addenda:

#1 DATED 4/2/97

It is understood that Performance and Payment Bonds, each in the amount of 100% of the Contract Price, will be required; that the County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that the County may reject any or all bids; and that the County may waive objection to any informality in submission of bids. The undersigned reserves the right to withdraw or amend this Proposal at any time before the time for closing receipt of bids. Based on the foregoing, the undersigned Bidder hereby offers and proposes to perform the Work, in full accord with the Contract Documents, for a Contract Price computed as shown in the following Bid Schedule, but subject to adjustment as provided in the Contract Documents:

Pay Item No.	Estimated Quantity	Description	Item Total
1	1 each	Mobilization to Florence Lump Sum \$ 3,500.00	\$ 3,500.00
2	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems at Florence. Lump Sum \$ 70,445.00	\$ 70,445.00
3	1 each	Degas, inert, remove and dispose of one (1) 2,000 gallon AST and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" for Florence. Lump Sum \$ 6,721.00	\$ 6,721.00
4	1 each	Mobilization to Granger Lump Sum \$ 3,500.00	\$ 3,500.00
5	1 each	Installation of a 5,000 gallon, dual wall, dual compartment aboveground fuel storage tank, Steel Tank Association 'Fireguard' Cylindrical Tank or approved equal, to include containment cell and all associated piping, controls, valves, dispensers, electrical service, and startup of the fuel dispensing systems for Granger. Lump Sum \$ 74,722.00	\$ 74,722.00

XXV

00095

Pay Item No.	Estimated Quantity	Description	Item Total
6	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon UST,(1) 6,000 gallon UST, and one (1) 10,000 gallon UST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>10,000.00</u>	\$ <u>10,000.00</u>
7	1 each	Degas, inert, remove and dispose of one (1) 1,000 gallon AST, one (1) 2,000 gallon AST, one (1) 12,000 gallon AST, and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Granger. Lump Sum \$ <u>1,272.00</u>	\$ <u>1,272.00</u>
8	1 each	Degas, inert, remove and dispose of one (1) 10,000 gallon AST and one (1) 14,000 gallon AST in accordance with "API 1604, Safe Removal of Underground Storage Tanks" at Liberty Hill. Lump Sum \$ <u>2,000.00</u>	\$ <u>2,000.00</u>

TOTAL BASE BID\$ 168,660.00
ONE HUNDRED SIXTY EIGHT THOUSAND SIX HUNDRED SIXTY DOLLARS + 00 CENTS DOLLARS.
(written) This total bid must be written on the "Williamson County Bid Form"

Add No. 1 each Additional Cost to install 6,000 gallon, dual wall, dual compartment AST (3,000/3,000) in lieu of 5,000 gallon AST in base bid. \$ 1,000.00
1 Lump Sum \$ 1,000.00

It is the intent that the items listed in the Contractor's Bid form shall constitute the items of the work which will be measured for payment. The Contractor's specific attention is called to the following items of work which are required to be performed but will not be measured for payment:

1. Installation of all electrical service to the dispensing systems, card reader, tank gauges, and start-up. Contractor will coordinate with the local phone company and arrange for the installation of new phone lines at both sites. Contractor will start-up and demonstrate the functionan operation of the complete system including the transfer of data to the Williamson County Central Maintenance Facility. After start-up, the contractor will provide a total of eight (8) hours training to the designated County Personnel at each facility and at the County's Central Facility in Georgetown.
2. Upon completion of the contract, prior to final payment, the Contractor will deliver to the County a written warranty stating his/her intention to respond within 24-hours of notification of failure of the system to operate, and to complete all necessary repairs within 5-days of receipt of written notification.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the County that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEX. PENAL CODE ANN. S218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder certifies and represents that no public official, employee, or agent of the County has an interest in this bid.

Bidder: USA ENVIRONMENTAL SYSTEMS, INC Address: P.O. Box 87625
By: Matt Gilbert MATT GILBERT Title: PRESIDENT
Date: 4/7/97

EXPERIENCE RECORD

UST Removals AST Install

List of Projects, similar to that covered by Proposal, which the Bidder has successfully completed:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>Date Completed</u>	<u>Name and Address of Owner</u>
① \$ 25,000.00	UST Removals	11/15/97	County of Galveston P.O. Box 1418 Galveston TX 77553
② \$ 12,000.00	UST Removals	11/20/97	Moffitt Oil Company 13002 Kluge Rd Cypress, TX 77429
③ \$ 52,000.00	UST Removals	4/1/97	Houston Metro Transit Authority P.O. Box 61429 Houston TX 77208-1429
④ \$ 38,000.00	UST Removals	3/1/995	U.S. Air Force Kelly Air Force Base, San Antonio, Texas
⑤ \$ 35,000.00	UST Removals	2/1/994	Texas Department of Transportation P.O. Box 1386 Houston, TX 77251

List of Projects the Bidder is now engaged in completing:

<u>Amount of Contract Award</u>	<u>Type of Work</u>	<u>% Completed</u>	<u>Name and Address of Owner</u>
\$ 6,000.00	UST Removal	10%	City of Bryan P.O. Box 1800 Bryan, TX 77805
\$ 11,000.00	UST Removal	5%	C-Store Concepts 525 N. Sam Houston Parkway E. Suite 180 Houston TX 77060

List of Surety Bonds in force on the above uncompleted work:

None

Bidder: USA ENVIRONMENTAL SYSTEMS, INC.By: MC [Signature]Title: PRESIDENTBusiness Address: P.O. Box 87625HOUSTON TX 77287

AGENDA ITEM # 21

April 8, 1997 *

Open and consider awarding, rejecting or extending bid for contract seal coating and contract mowing.

At 10:25 a.m. Judge Doerfler announced time to receive bids for contract seal coating and contract mowing.

At 10:26 a.m. Judge Doerfler announced time closed to receive bids for contract seal coating and contract mowing.

Bids were opened and read aloud from:

CONTRACT MOWING

Austin Risk Control Services
Hamilton Mowing

CONTRACT SEAL COATING

Big Tex Paving, Inc.
JW Paving
Metro Paving Company, Inc.

Moved: Commissioner Boatright

Seconded: Commissioner Mehevec

Motion: To award Big Tex Paving, Inc. bid for contract seal coating and note receipt of contract mowing bids with award to be made at a later date.

Vote: Motion carried 5 - 0

< Clerk copy here >

WILLIAMSON COUNTY BID FORM

VOL 0087 PAGE 911

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: AUSTIN RISK CONTROL SERVICES

Mailing Address: 12130 Pecan St

City: Austin,

State: TX

Zip: 78727

Telephone: (512) 331 1026

Fax: (258) 258 2877

BID

(Add additional sheets if necessary)

ITEM	UNIT PRICE
CONTRACT ROADSIDE MOWING	Fifty two dollars & Ninety One Cents (\$52.91)/mi

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

NONE

Signature: William G. Shideler Date of BID: April 8, 1997

Name and Title of Signer: William G. Shideler, Owner

THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

WILLIAMSON COUNTY BID CONDITIONS

BIDS must be received in the County Auditor's office either by hand-delivery to the 3rd floor of the County Courthouse, 710 Main St. - Suite 303, Georgetown, Texas, or by mail to County Auditor/Purchasing, 710 Main St. - Suite 303, Georgetown, Texas 78626, prior to 10:15 AM, April 8, 1997, at which time the BIDS will be opened in open court at the Commissioners' Courtroom on the 2nd floor of the County Courthouse. BIDS received after that time will be returned unopened. As to each item bid, the Court may either reject all BIDS or award a contract to the lowest and best BID. All BIDS must be submitted on this standard form available from the County Auditor. All others will be rejected.

It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his BID to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner of Justice Precinct is a separate department.

(1) Unless the BID received expressly states that the bidder will accept only the award of all items bid, each item in the BID will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the BID expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or BID expressly states otherwise, BIDS will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the BID, shall be at the discretion of Commissioners' Court at the time a BID is awarded.

No more than one BID will be awarded for any item for a single department and area. All BIDS may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best BID.

All of the items listed are to be bid on a "per unit" basis, stating a firm price per unit or unit quantity of each item bid. This price must be good from the date of BID opening for a fixed period of time. Unless the BID expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 1997. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid, but for no longer than the current fiscal year.

The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County will not be obligated to purchase any minimum amount, and it may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the BID.

THE REQUIRED BID FORM IS ON PAGE 2 OF THIS BID PACKAGE.

Austin Risk Control Svcs

WILLIAMSON COUNTY UNIFIED ROAD SYSTEM
SPECIFICATIONS FOR CONTRACT MOWING

WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT IS REQUESTING BIDS ON CONTRACTING ROADSIDE MOWING ON PORTIONS OF THE COUNTY ROAD SYSTEM. THIS CONTRACT WILL BE FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE SUCCESSFUL BID.

BIDS SHOULD BE: Price per mile based on one 15' strip on each side of the road plus weed trimming around all obstacles.

No minimum mileage is guaranteed, but we estimate having approximately 600 miles mowed under this contract.

The successful bidder must be bonded and carry liability insurance.

Austin Risk Control Svcs

101

AUSTIN RISK CONTROL SERVICES

12130 Pecan St.
Austin, TX 78727
Tel 512-331-1026

Attachment 1--Williamson County Contract Mowing Bid

RE Para, 17, Page 3 (References) The following individuals will confirm that we have completed more than ten mowing contracts valued accumulatively at more than \$450,000 during the past four years.

1. Leslie Miller, Contracts Administrator, TX Dept of Trans. Dist 14
7901 N. Interregional Hwy, Austin, TX 78761
Tel 512 832 7088
2. Mr Emil Gonzales, Mntnce Supvr III, TX DOT District 7, Concho Co.
P.O Box 626, Eden, TX 76857
Tel 915 869 2521
3. Tom Brown, Mntnce Supvr II, TX DOT Dist 14, Travis NW Co
2001 Whitestone Blvd, Cedar Park TX 78613
Tel 512 331 5361

RE Para 18, A Certificate Of Insurance showing Workers Comp, CGL and Veh Liability coverages is attached. Said Insurance will be renewed for continuous coverage as required by our DOT contracts.

I believe that this submission meets all the required submission documents for our bid to be considered. Please advise if you desire more information. We have completed more than \$1,300,000 contracts for TX DOT and would like to be considered by you for work in our Home County.

Sincerely,

William G. Shideler
William G. Shideler, Owner

P.S. We initially solicited this bid under our April 1, 97 Corporate name of Austin Highway & Landscape Inc. However our Bonding Co suggested that we bid under the Dba of Austin Risk Control to insure no delay in obtaining a Bond since the new corporation has not yet been evaluated for bonding.

Consultants in Loss Prevention, Safety Management & Employee Training

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04-02-97

PRODUCER

MIKE PRUETT INSURANCE AGENCY
715 TAYLORBANC PLAZA
ROCKDALE TX 76567THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A TRUCK INSURANCE EXCHANGE

COMPANY

B GAINSCO COUNTY MUTUAL INS CO

COMPANY

C TEXAS WORKERS COMPENSATION INS FUND

COMPANY

D

INSURED

WILLIAM G SHIDELER
DBA AUSTIN RISK CONTROL SERVICES
10606 SPICEWOOD CLUB DRIVE
AUSTIN TX 78750

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	06914 02 06	05-15-96	05-15-97	GENERAL AGGREGATE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$
B	AUTOMOBILE LIABILITY	GBA 103476	05-03-96	05-03-97	MED EXP (Any one person) \$ 5,000
	ANY AUTO				COMBINED SINGLE LIMIT \$
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$ 500,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0010294103 960810	08-10-96	08-10-97	WC STATU- TORY LIMITS OTH- ER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 500,000
	<input type="checkbox"/> INCL				EL DISEASE - POLICY LIMIT \$ 500,000
	<input checked="" type="checkbox"/> EXCL				EL DISEASE - EA EMPLOYEE \$ 500,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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CERTIFICATE HOLDER

WILLIAMSON COUNTY AUDITORS OFFICE
710 MAIN STREET #303
GEORGETOWN TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL
30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

© ACORD CORPORATION 1988

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: JERRY HAMILTON - HAMILTON MOWING
Mailing Address: 4306 Charter Oaks Temple TX 76502
Telephone: (817) 933-3423 City: Temple State: TX Zip: 76502

BID

(Add additional sheets if necessary)

ITEM

UNIT PRICE

ROADSIDE MOWING\$ 65.00 PER MILE

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

SEE AttachmentSignature: Jerry P. Hamilton Date of BID: 4/8/97Name and Title of Signer: JERRY P. HAMILTON, PRESIDENT

THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3

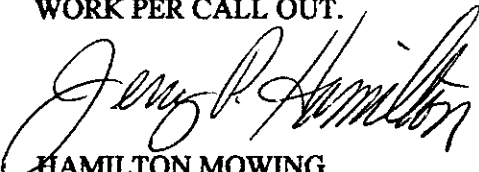
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HAMILTON MOWING
JERRY HAMILTON
4306 Charter Oaks
Temple, TX 76502
(817)-933-3423

WILLIAMSON COUNTY
ROADSIDE MOWING
1997 BIDDING

* ATTACHMENT

THE UNIT BID PRICE OF \$65.00 PER MILE IS FOR MOWING ALL VEGETATION WITHIN THE ENTIRE R.O.W. OR FENCE TO FENCE SHOULD THE ROAD BE FENCED. ALL OBSTACLES WITHIN THE MOWED AREA WILL BE HAND-TRIMMED. WE WILL GUARANTEE UNDER BOND A SATISFACTORY PERFORMANCE WITH A 48 HOUR RESPONSE TIME AND A MINIMUM OF 60 MILES PER DAY MOWED AS REQUIRED. ALL EQUIPMENT WILL BE FLAGGED FOR SAFETY AND PROPER SIGNS WILL BE PLACED TO WARN TRAFFIC OF WORK AREAS. WE WOULD REQUEST A MINIMUM OF 10 MILES OF WORK PER CALL OUT.

 4/8/97
HAMILTON MOWING
JERRY HAMILTON

HAMILTON MOWING
JERRY HAMILTON
4306 Charter Oaks
Temple, TX 76502
(817)-933-3423

WORK HISTORY AND REFERENCES

1975 - PRESENT: COMMERCIAL AND AGRICULTURAL MOWING

1983 - PRESENT: TEXAS DEPARTMENT OF TRANSPORTATION CONTRACT MOWING

1994 - 1996: WILLIAMSON COUNTY CONTRACT MOWING

1989 - PRESENT: TEXAS DEPARTMENT OF TRANSPORTATION CONTRACT
BRUSH CONTROL, TREE REMOVAL, IRRIGATION AND
LANDSCAPE MAINTENANCE.

1. WILLIAMSON COUNTY UNIFIED SYSTEM

GREG BERGERON
311 MAIN STREET
GEORGETOWN, TX 78626
(512)-930-3300

2. TEXAS DEPARTMENT OF TRANSPORTATION - AUSTIN

GENE STABENO
7901 NORTH IH-35
AUSTIN, TX 78753
(512)-832-7000

3. TEXAS DEPARTMENT OF TRANSPORTATION - BRYAN

BILLY GUYTON
1300 NORTH TEXAS AVENUE
BRYAN, TX 77803
(409)-778-2165

4. TEXAS DEPARTMENT OF TRANSPORTATION - WACO

JERRY KINDRED
100 SOUTH LOOP DRIVE
WACO, TX 76705
(817)-799-6261

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WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: BigTex Paving Inc
 Mailing Address: RR1 Box 721
 City: Johnson City State: Tx Zip: 78636
 Telephone: (210) 868-7832 Fax: (210) 868-0220

BID

(Add additional sheets if necessary)

ITEM	UNIT PRICE
<u>County Seal Coat</u>	<u>.53 per sqyd.</u>

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: Terry Goodwin Date of BID: 4/7/97

Name and Title of Signer: Terry Goodwin Pres

THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3
WILLIAMSON COUNTY BID CONDITIONS

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BIDS must be received in the County Auditor's office either by hand-delivery to the 3rd floor of the County Courthouse, 710 Main St. - Suite 303, Georgetown, Texas, or by mail to County

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WILLIAMSON COUNTY UNIFIED ROAD SYSTEM SPECIFICATIONS FOR CONTRACT SEAL COATING

WILLIAMSON COUNTY IS REQUESTING BIDS FOR APPROXIMATELY TWENTY TO THIRTY MILES OF SEAL COATING TO BE DONE DURING THE 1997 PAVING SEASON.

The bid will be for a single course seal coat on various County roads. Williamson County will prepare the roads for seal coating by blading the shoulders and patching where necessary. The contractor will be responsible for seeing that the roads are swept clean and free of debris prior to applying seal coat.

MATERIALS:

- | | |
|-----------|---|
| Asphalt | The contractor shall use an AC-5 Asphalt approved by the County. The rate of application shall be .4 to .45 Gallon per Square Yard as directed by the County. |
| Aggregate | The aggregate shall be Grade 4 and TxDOT 1982 Spec. Of a source and type approved by the County. The rate of application shall be 1:120. |

GENERAL:

The Contractor shall furnish all materials, equipment required, proper signage and traffic control to complete the project in a timely and efficient manner.

The Asphalt Distributor must be capable of being calibrated and be in good working order to insure precise rates of application and avoid streaking and skipping.

Material application procedures, temperature requirements and weather conditions for application shall conform to TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges (Blue Book).

Bid to be submitted based on price per Square Yard.

Payment will be made on completion of all or portions of the project accepted by the County based on ongoing inspections.

WILLIAMSON COUNTY BID FORM

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The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: JW PAVING
 Mailing Address: 26988 Hwy 6 South
 City: Navasota State: Tx Zip: 77868
 Telephone: (409) 825-7595 Fax: (409) 825-7795

BID

(Add additional sheets if necessary)

ITEM	UNIT PRICE
<u>Single Course Seal Coat</u> <u>including All Material as</u> <u>per specifications</u>	<u>.25 per square yard</u>
<u>Alt #1 Single Course Seal Coat</u> <u>with county furnishing all materials</u>	<u>.40 per square yard</u>

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature: Jacade Weaks Date of BID: 4/6/97
 Name and Title of Signer: JACADE WEAKS owner
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3
WILLIAMSON COUNTY BID CONDITIONS

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BIDS must be received in the County Auditor's office either by hand-delivery to the 3rd floor of the County Courthouse, 710 Main St. - Suite 303, Georgetown, Texas, or by mail to County

J. W. PAVING
 26988 Hwy 6 South
 Navasota, Tx. 77868

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Auditor/Purchasing, 710 Main St. - Suite 303, Georgetown, Texas 78626, prior to 10:15 AM, April 8, 1997, at which time the BIDS will be opened in open court at the Commissioners' Courtroom on the 2nd floor of the County Courthouse. BIDS received after that time will be returned unopened. As to each item bid, the Court may either reject all BIDS or award a contract to the lowest and best BID. All BIDS must be submitted on this standard form available from the County Auditor. All others will be rejected.

It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his BID to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner of Justice Precinct is a separate department.

(1) Unless the BID received expressly states that the bidder will accept only the award of all items bid, each item in the BID will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the BID expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or BID expressly states otherwise, BIDS will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the BID, shall be at the discretion of Commissioners' Court at the time a BID is awarded.

No more than one BID will be awarded for any item for a single department and area. All BIDS may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best BID.

All of the items listed are to be bid on a "per unit" basis, stating a firm price per unit or unit quantity of each item bid. This price must be good from the date of BID opening for a fixed period of time. Unless the BID expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 1997. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid, but for no longer than the current fiscal year.

The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County will not be obligated to purchase any minimum amount, and it may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the BID.

THE REQUIRED BID FORM IS ON PAGE 2 OF THIS BID PACKAGE.

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WILLIAMSON COUNTY

J. W. PAVING
26988 Hwy 6 South
Navasota, TX 77803

INVITATION FOR BIDS

BID INSTRUCTIONS/REQUIREMENTS

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PAGE 923

Williamson County appreciates your time and effort in preparing a BID. Please note that all BIDS must be received at the designated location by the deadline shown. BIDS received after the deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in the Commissioners Courtroom, Second Floor, County Courthouse, Georgetown, Texas.

1. Sealed Bids shall be received no later than:

10:15 AM Tuesday, April 8, 1997

MARK ENVELOPE: "Contract Seal Coating and Contract Mowing"

2. Submission of Bid:

Sealed Bids MAY BE DELIVERED to:

Williamson County Auditor's Office, Third Floor, Suite 303
Williamson County Courthouse - (on the square)
Georgetown, Texas

OR:

Sealed Bids MAY BE MAILED to:

Williamson County, Sealed Bids
Ginny Atkinson, Auditor's Office
710 Main Street - Suite 303
Georgetown, Texas 78626

3. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all BIDS for any or all materials and/or services covered in this BID request, and to waive informalities or defects in the BID or to accept such BID it shall deem to be in the best interest of Williamson County.

4. BIDS shall be tabulated by commodity and/or service and results mailed to all bidders within four (4) weeks after the BID opening. Should you fail to receive a tabulation please call (512) 930-4418.

5. Awards should be made approximately four (4) weeks after the Bid opening date. To obtain results, or if you have any questions, please contact Ginny Atkinson at (512) 930-4418.

6. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 1996/September 30, 1997 fiscal year.

7. Late BID: BIDS received after submission deadline shall be unopened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier, etc.

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26988 Hwy 6 South
Navasota, Tx. 77868

8. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

9. Altering BID: BIDS cannot be altered or amended after submission deadline.

10. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

11. Contract: This BID, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.

12. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various BID Packages and or BID Instructions/Requirements.

13. Delivery Times and Locations: The commodity and/or service covered by this BID shall be as stated in the various BID Packages.

14. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

15. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

16. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- a. have adequate financial resources, or the ability to obtain such resources as required;
- b. be able to comply with the required or proposed delivery schedule;
- c. have a satisfactory record of performance;
- d. be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

17. References: Williamson County requests bidder to supply with this BID, a list of at least **three (3) references** where like services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

18. Bidder shall: provide with this BID response, all documentation required by this BID. Failure to provide this information may result in rejection of the BID.

19. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract.

20. Contract Administration: Under this contract, Ginny Atkinson, Williamson County Auditor's Office, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract

J. W. PAVING
26988 Hwy 6 South
Navasota, Tx. 77868

administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder.

21. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.

22. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

23. Bids MUST BE: legible and of a quality that can be reproduced.

24. BID forms that are included in BID packages shall be used. **CHANGES to BID forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the BID forms and or specifications shall be made on an **attachment** to the BID package. **Call Ginny Atkinson (512) 930-4418 for explanation if exceptions are needed.**

25. The Texas Labor Code, S406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, S402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Ginny Atkinson
Williamson County Auditor's Office
Purchasing
710 Main Street - Suite 303
Georgetown, Tx. 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 930-4321, or you may call the Texas Workers' Compensation Commission at (512) 440-3789.

WORKERS' COMPENSATION INSURANCE COVERAGE.

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

J. W. PAVING
26988 Hwy 6 South
Navasota, Tx. 77868

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Persons providing services on the project ("subcontractor" in S406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

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26988 Hwy 6 South
Navasota, Tx. 77868

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(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate

insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

26. PERFORMANCE AND PAYMENT BONDS: Chapter 2253.021 of the Texas Government Code governs the requirements for performance and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of \$50,000, and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of \$25,000, and is to be made for the full amount of the contract. The bonds are to be executed prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code.

If the public works contract is less than \$50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the county.

J. W. PAVING
26988 Hwy 6 South
Navasota, Tx 77905

The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

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27. For detailed specifications and questions relating to the bidding process, contact Ginny Atkinson at (512) 930-4418.

- Technical questions can be answered by calling Greg Bergeron at (512) 930-3330.

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26988 Hwy 6 South
Navasota, Tx. 77868

**PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR BIDS**

**The Williamson County Commissioners Court invites the submission of sealed BIDS for:
Contract Seal Coating and Contract Mowing**

**Sealed BIDS will be publicly opened in the County Commissioners Court Room, 2nd Floor,
Williamson County Courthouse, Georgetown, Texas on Tuesday, April 8, 1997 at 10:15 AM**

BIDS received after the above stated date and time will be returned unopened.

Detailed specifications may be obtained by calling Ginny Atkinson at (512) 930-4418.

**The Williamson County Commissioners Court reserves the right to accept the lowest and
best BID as deemed by the Court, or reject any and/or all BIDS.**

REQUIRED WORKERS' COMPENSATION COVERAGE

**"The law requires that each person working on this site or providing services related to this
construction project must be covered by workers' compensation insurance. This includes
persons providing hauling, or delivering equipment or materials, or providing labor or
transportation or other service related to the project, regardless of the identity of their
employer or status as an employee."**

**"Call the Texas Workers' Compensation Commission at (512) 440-3789 to receive information
on the legal requirement for coverage, to verify whether your employer has provided the
required coverage, or to report an employer's failure to provide coverage."**

**PERFORMANCE AND PAYMENT BONDS: Chapter 2253.021 of the Texas Government Code
governs the requirements for performance and payment bonds for government entities making public
work contracts. A performance bond is required if the contract is in excess of \$50,000, and is to be
made for the full amount of the contract. A payment bond is required if the contract is in excess of
\$25,000, and is to be made for the full amount of the contract. The bonds are to be executed prior to
beginning work on the project and must be executed by a corporate surety or sureties in accordance
with the Texas Insurance Code.**

**Issued by order of the Williamson County Commissioners Court on March 18, 1997. John C.
Doerfler, County Judge.**

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**J. W. PAVING
26988 Hwy 6 South
Nevada, Tx. 77865**

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SPECIAL NOTES

Please check the following prior to sealing and submitting your bid/proposal.

1. Official Williamson County Bid Form Completed, signed, and enclosed?

YES ☒ NO ☐

2. All bid specification sheets completed (including company name at bottom of each sheet) and attached?

YES ☒ NO ☐

3. Have you included three (3) copies of your bid as required?

YES ☒ NO ☐

4. Have you written the name of your business on the front of the sealed envelope?

YES ☒ NO ☐

5. Have you written the description of the commodity that you are bidding on the front of the sealed envelope?

YES ☒ NO ☐

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J. W. PAVING
26988 Hwy 6 South
Navasota, TX 77866

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WILLIAMSON COUNTY UNIFIED ROAD SYSTEM
SPECIFICATIONS FOR CONTRACT SEAL COATING

WILLIAMSON COUNTY IS REQUESTING BIDS FOR APPROXIMATELY TWENTY TO THIRTY MILES OF SEAL COATING TO BE DONE DURING THE 1997 PAVING SEASON.

The bid will be for a single course seal coat on various County roads. Williamson County will prepare the roads for seal coating by blading the shoulders and patching where necessary. The contractor will be responsible for seeing that the roads are swept clean and free of debris prior to applying seal coat.

MATERIALS:

- | | |
|-----------|---|
| Asphalt | The contractor shall use an AC-5 Asphalt approved by the County. The rate of application shall be .4 to .45 Gallon per Square Yard as directed by the County. |
| Aggregate | The aggregate shall be Grade 4 and TxDOT 1982 Spec. Of a source and type approved by the County. The rate of application shall be 1:120. |

GENERAL:

The Contractor shall furnish all materials, equipment required, proper signage and traffic control to complete the project in a timely and efficient manner.

The Asphalt Distributor must be capable of being calibrated and be in good working order to insure precise rates of application and avoid streaking and skipping.

Material application procedures, temperature requirements and weather conditions for application shall conform to TxDOT Standard Specifications for Construction of Highways, Streets, and Bridges (Blue Book).

Bid to be submitted based on price per Square Yard.

Payment will be made on completion of all or portions of the project accepted by the County based on ongoing inspections.

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J. W. PAVING
26988 Hwy 6 South
Navasota, Tx. 77866

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WILLIAMSON COUNTY UNIFIED ROAD SYSTEM
SPECIFICATIONS FOR CONTRACT MOWING

WILLIAMSON COUNTY ROAD AND BRIDGE DEPARTMENT IS REQUESTING BIDS ON CONTRACTING ROADSIDE MOWING ON PORTIONS OF THE COUNTY ROAD SYSTEM. THIS CONTRACT WILL BE FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE SUCCESSFUL BID.

BIDS SHOULD BE: Price per mile based on one 15' strip on each side of the road plus weed trimming around all obstacles.

No minimum mileage is guaranteed, but we estimate having approximately 600 miles mowed under this contract.

The successful bidder must be bonded and carry liability insurance.

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J. W. PAVING
26988 Hwy 6 South
Navasota, Tx. 77868

CONTRACT SEAL COATING-EAST

	<u>feet</u>	<u>miles</u>	<u>width</u>
<u>Spring Garden Subdivision</u>			
Spring Garden	3232	.61	20'
Green Pastures	3600	.68	20'
Hycrest	1146	.22	20'
Harvest Rd.	688	.13	20'
CR 108	14952	2.83	20'
CR 109	11306	2.14	20'
CR 107	13985	2.65	20'
CR 110	25662	4.86	20'
CR 111	<u>20357</u>	<u>3.86</u>	20'
	94,934.40	17.98	

CONTRACT SEAL COATING-WEST

	<u>feet</u>	<u>miles</u>	<u>width</u>
Cedar Hollow	20064	3.8	
Lost Oak Cove	2640	.5	
Oak Haven Circle	1584	.3	
<u>Lost River Estates</u>			
Way Cross Dr.	2376	.45	
Lost River	5280	1	
West Lake Parkway	6336	1.2	
Windridge W.	2640	.5	
Windridge E.	1056	.2	
<u>Middle Gabriel Estates</u>			
Rancho Bueno	6336	1.2	
Blue Quail	2640	.5	
Town Glen	528	.1	
<u>North Lake</u>			
Ridge Wood North	4224	.8	
Cheryl Ann Cove	528	.1	
Oakland Dr.	2112	.4	
Meadow Dr.	2640	.5	
Timberline	2112	.4	
Arrowhead	1056	.2	
Graystone	<u>528</u>	<u>.1</u>	
	64,680	12.25	

TOTAL MILES - 30.23

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J. W. PAVING
 26988 Hwy 6 South
 Navasota, Tx. 77868

VOL 0087 PAGE 934 WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1997 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: METRO PAVING COMPANY INC
 Mailing Address: PO BOX 1057
 City: DEL VALLE State: TX Zip: 78617
 Telephone: (512) 247-2696 Fax: (512) 247-4775

BID

(Add additional sheets if necessary)

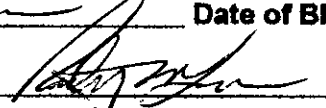
ITEM	UNIT PRICE
<u>SEAL COATING</u>	<u>\$ 0.63/sq</u>

LIMITATIONS

(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1997.]

Signature:  Date of BID: 4/3/97

Name and Title of Signer:  Assistant County Auditor
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING PAGE 3
WILLIAMSON COUNTY BID CONDITIONS

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BIDS must be received in the County Auditor's office either by hand-delivery to the 3rd floor of the County Courthouse, 710 Main St. - Suite 303, Georgetown, Texas, or by mail to County

AGENDA ITEM # 22

April 8, 1997

VOL.87, pg.935

Consider approving interlocal agreement with City of Georgetown regarding participation in Household Hazardous Waste Collection Day.

Judge Doerfler advised the City of Georgetown is contributing \$7,500.00 as their local share and Commissioner Mehevec advised Cities of Taylor and Thrall have also pledged contributions.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve interlocal agreement with City of Georgetown regarding participation in Household Hazardous Waste Collection Day.

Vote: Motion carried 5 - 0