

AGENDA ITEM # 11**May 26, 1998**Consider awarding, rejecting or extending bids for Cedar Park finish-out.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To award Cedar Park Annex finish-out bid to Richmond Commercial Construction, Inc. for \$106,323.00.

Vote: Motion carried 5 - 0

< Clerk copy here >

DOCUMENT 00310**BID FORM**

To: Judge John Doerfler
County Judge
Williamson County, Texas

Project: Williamson County Annex
Tenant Finish Out
350 Discovery Boulevard
Cedar Park, Texas

Date: 19 May, 1998

Submitted by: John King, Inc., Commercial Builders
Post Office Box 9677
Austin, Texas 78766-9677

1. OFFER

The undersigned, in compliance with your Invitation To Bid, having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the contract Documents prepared by Spencer Godfrey Architects, for the above mentioned project, and being familiar with all of the conditions surrounding the construction of the proposed work propose to furnish all labor, material, equipment and supplies and to construct the project in accordance with the Contract Documents, within the time frame herein stipulated, and for the price set forth below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to perform all of the work described in the Specifications and illustrated on the Drawings for a fixed sum (stipulated price) of _____
(\$ 143,432.00) including associated profit and overhead.

One hundred forty-three thousand four hundred thirty-two dollars only.

THE BIDDER UNDERSTANDS THAT TIME IS OF THE ESSENCE TO THE OWNER REGARDING THE COMPLETION OF THE WORK ASSOCIATED WITH THIS CONTRACT. BOTH THE BIDDER'S STIPULATED SUM AND TIME FOR COMPLETION WILL BE CONSIDERED IN DETERMINING THE LOWEST QUALIFIED BIDDER.

Bidder hereby further agrees to commence work on or before the date to be specified in the Owner's Notice to Proceed and to fully complete the work, ready for occupancy within 45 days.

Included herewith, is the required bid security as required by the Instruction to Bidders.

Because the Project is Tax Exempt, NO Federal, State or Local taxes are included in the Bid Price.

All Cash and Contingency Allowances described in the Contract Documents are included in the Bid Price.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within seven days of receipt.

Commence work within ten days after written Notice to Proceed.

Bidder hereby agrees that the attached bid security will become the property of the Owner, and the Owner may cash the Bond, if the Contract for Construction is not executed by the bidding contractor within seven days from receipt.

3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # <u>2</u>	Dated <u>5-18-98</u>
Addendum # <u>1</u>	Dated <u>5-18-98</u>
Addendum # <u> </u>	Dated <u> </u>

4. APPENDICES

The following appendices are included with this bid form and have been properly completed by the bidder:

- a. Section 00410 - Bid Security Form
- b. Section 00420 - Unit Prices

The bidder fully understands, and agrees, that, if he is the apparent lowest qualified bidder, he will submit, within forty-eight hours of the bid time, the following documents:

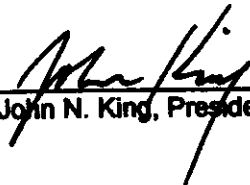
- a. Section 00430 - Subcontractor Listing
- b. Section 00440 - Substitution Listing
- c. Section 00450 - Equipment Suppliers Listing
- d. Section 00740 - Cost Breakdown

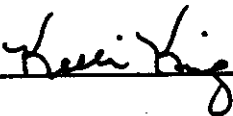
5. BID FORM SIGNATURE(S)

The Corporate Seal of

JOHN KING, INC.

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation) was hereunto affixed in the presence of:

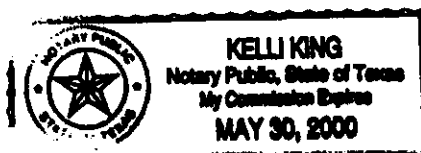

John N. King, President



Subscribed and Sworn before me this 19th day of May, 1998.

Notary Public:

My Commission Expires:



END OF DOCUMENT

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United States Fidelity and Guaranty Company
Baltimore, Maryland
A Stock Company



Bid Bond

Bond Number


Know All Men By These Presents:

That John King, Inc.
..... of Austin, TX
..... as Principal, and United States Fidelity and Guaranty
Company, a Maryland corporation, as Surety, are held and firmly bound unto .. Judge John Daerfler, County ..
Judge .. Williamson County, Texas
as Oblige, in the full and just sum of ... 5% of bid by Principal
..... Dollars,
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Whereas the said Principal is herewith submitting its proposal the William County Annex Tenant
Finish-Out, 350 Discovery BLVD, Cedar Park, TX.

The Condition Of This Obligation is such that if the aforesaid Principal shall be awarded the contract the said
Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the
performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will
pay unto the Oblige the difference in money between the amount of the bid of the said Principal and the amount for which the
Oblige legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event
shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered ... 5/19/98
(Date)

..... John King, Inc. (Seal)
..... (Seal)
UNITED STATES FIDELITY AND GUARANTY COMPANY

Norman P. Rolling Attorney-in-fact

United States Fidelity and Guaranty Company**Power of Attorney**No. 107860

Know all men by these presents: That United States Fidelity and Guaranty Company, a corporation organized and existing under the laws of the State of Maryland and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint William H. Pitts, Jr., Norman P. Rolling, John W. Wagner, James O. Schnell and Rose Marie Boriskie

of the City of Austin, State of Texas its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, the said United States Fidelity and Guaranty Company, has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Assistant Secretary, this 21st day of January, A.D. 19 97.



United States Fidelity and Guaranty Company.

(Signed) By William H. Pitts, Jr.

Vice President

(Signed) By Thomas E. Huijbreghse

Assistant Secretary

State of Maryland)

SS:

Baltimore City)

On this 21st day of January, A.D. 19 97, before me personally came Gary A. Wilson, Vice President of United States Fidelity and Guaranty Company, and Thomas E. Huijbreghse, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Gary A. Wilson and Thomas E. Huijbreghse were respectively the Vice President and the Assistant Secretary of the said United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing Power of Attorney; that they then knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, and it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice President and Assistant Secretary, respectively, of the Company.

My Commission expires the 1st day of August, A.D. 19 98

(Signed) By Thomas E. Huijbreghse

Notary Public

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of the United States Fidelity and Guaranty Company on September 24, 1992:

Resolved, that in connection with the fidelity and surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to a Power of Attorney issued in accordance with these resolutions. Said Power(s) of Attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman, or the President, or an Executive Vice President, or a Senior Vice President, or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the foregoing officers and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and subject to any limitations set forth therein, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

Resolved, That Attorney(s)-in-Fact shall have the power and authority, and, in any case, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary of the Company.

I, Thomas E. Huijbreghse, an Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing are true excerpts from the Resolutions of the said Company as adopted by its Board of Directors on September 24, 1992 and that these Resolutions are in full force and effect.

I, the undersigned Assistant Secretary of the United States Fidelity and Guaranty Company, do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Testimony Whereof, I have hereunto set my hand and the seal of the United States Fidelity and Guaranty Company,

on this 19th day of May, 19 98



Thomas E. Huijbreghse
Assistant Secretary

BID FORM

To: Judge John Doerfler
County Judge
Williamson County, Texas

Project: Williamson County Annex
Tenant Finish-Out
350 Discovery Boulevard
Cedar Park, Texas

Date: 5/19/98

Submitted by:
(full name)
PrimeStore Inc.

(full address)
3003 Dawn Dr., #105

Georgetown, TX 78628

1. OFFER

The undersigned, in compliance with your Invitation To Bid, having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Spencer Godfrey Architects, for the above mentioned project, and being familiar with all of the conditions surrounding the construction of the proposed work propose to furnish all labor, material, equipment and supplies and to construct the project in accordance with the Contract Documents, within the time frame herein stipulated, and for the price set forth below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to perform all of the work described in the Specifications and illustrated on the Drawings for a fixed sum (stipulated price) of One Hundred Thirty-five Thousand, (\$135,753) including associated profit and overhead. Seven Hundred Fifty-three Dollars

THE BIDDER UNDERSTANDS THAT TIME IS OF THE ESSENCE TO THE OWNER REGARDING THE COMPLETION OF THE WORK ASSOCIATED WITH THIS CONTRACT. BOTH THE BIDDER'S STIPULATED SUM AND TIME FOR COMPLETION WILL BE CONSIDERED IN DETERMINING THE LOWEST QUALIFIED BIDDER.

Bidder hereby further agrees to commence work on or before the date to be specified in the Owner's Notice to Proceed and to fully complete the work, ready for occupancy within Forty-five (45) days.

Included herewith, is the required bid security as required by the Instruction to Bidders.

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

Section 00310-1

Because the Project is Tax Exempt, NO Federal, State, or Local taxes are included in the Bid Price.

All Cash and Contingency Allowances described in the Contract Documents are included in the Bid Price.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for forty-five (45) from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

Execute the Agreement within seven days of receipt.

Commence work within ten days after written Notice to Proceed.

Bidder hereby agrees that the attached bid security will become the property of the Owner, and the Owner may cash the Bond, if the Contract for Construction is not executed by the bidding contractor within seven days from receipt.

3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Price.

Addendum # 1 Dated 5/14/98.

Addendum # 2 Dated 5/18/98.

Addendum # Dated

Addendum # Dated

4. APPENDICES

The following appendices are included with this bid form and have been properly completed by the bidder:

- a. Section 00410 - Bid Security Form

The bidder fully understands, and agrees, that, if he is the apparent lowest qualified bidder, he will submit, within forty-eight hours of the bid time the following documents:

- a. Section 00430 - Subcontractor Listing
- b. Section 00440 - Substitution Listing
- c. Section 00450 - Equipment Suppliers Listing
- d. Section 00740 - Cost Breakdown

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

5. BID FORM SIGNATURE(S)

The Corporate Seal of

PrimeStore Inc.

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation) was hereunto affixed in the presence of:


(Authorized signing officer Title)

President

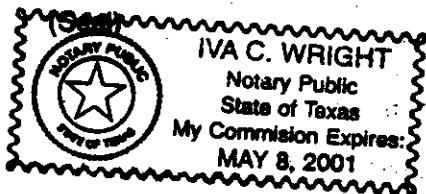
(Seal)

(Authorized signing officer Title)

Subscribed and Sworn before me this 19th day of May, 1998.

Notary Public: Iva C Wright

My Commission Expires: May 8, 2001



END OF DOCUMENT

DOCUMENT 00400

SUPPLEMENTS TO BID FORMS

To: Judge John Doerfler
County Judge
Williamson County

Project: Williamson County Annex
Tenant Finish-Out
305 Discovery Boulevard
Cedar Park, Texas

Date: 5/19/98

Submitted by:
(full name)
PrimeStore Inc.
(full address)
3003 Dawn Dr., #105
Georgetown, TX 78628

In accordance with Document 00100 - Instructions to Bidders and Document 00310 - Bid Form,
I/we include the Supplements to Bid Form Appendices listed below. The information provided shall
be considered an integral part of the Bid Form.

These Appendices are as follows:

1. Bid Security Form
- 2.
- 3.
- 4.
- 5.
- 6.

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

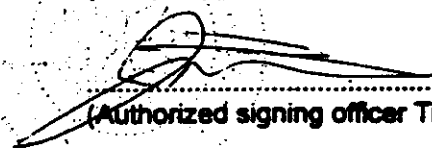
SUPPLEMENTS TO BID FORM SIGNATURE(S)

The Corporate Seal of

PrimeStore Inc.

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

(Seal)



(Authorized signing officer Title)

President

END OF SECTION

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

DOCUMENT 00310

BID FORM

To: Judge John Doerfler
County Judge
Williamson County, Texas

Project: Williamson County Annex
Tenant Finish-Out
350 Discovery Boulevard
Cedar Park, Texas

Date: 5/19/98

Submitted by:
(full name)

RICHMOND COMMERCIAL CONSTRUCTION, INC.

(full address)

P.O. BOX 548
GEORGETOWN, TEXAS 78627.

1. OFFER

The undersigned, in compliance with your Invitation To Bid, having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Spencer Godfrey Architects, for the above mentioned project, and being familiar with all of the conditions surrounding the construction of the proposed work propose to furnish all labor, material, equipment and supplies and to construct the project in accordance with the Contract Documents, within the time frame herein stipulated, and for the price set forth below. This price is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to perform all of the work described in the Specifications and illustrated on the Drawings for a fixed sum (stipulated price) of ONE HUNDRED SIX THOUSAND THREE HUNDRED (\$ 106,323.-) including associated profit and overhead. TWENTY THREE THOUSAND

THE BIDDER UNDERSTANDS THAT TIME IS OF THE ESSENCE TO THE OWNER REGARDING THE COMPLETION OF THE WORK ASSOCIATED WITH THIS CONTRACT. BOTH THE BIDDER'S STIPULATED SUM AND TIME FOR COMPLETION WILL BE CONSIDERED IN DETERMINING THE LOWEST QUALIFIED BIDDER.

Bidder hereby further agrees to commence work on or before the date to be specified in the Owner's Notice to Proceed and to fully complete the work, ready for occupancy within 90 days.

Included herewith, is the required bid security as required by the Instruction to Bidders.

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5. BID FORM SIGNATURE(S)

The Corporate Seal of

RICHMOND COMM. CONST. INC.

(Bidder, please print the full name of your Proprietorship, Partnership, or Corporation) was
hereunto affixed in the presence of:

Steve Richmond / PRESIDENT

(Authorized signing officer Title)

(Seal)

.....
(Authorized signing officer Title)

Subscribed and Sworn before me this _____ day of _____, 1998.

Notary Public:

My Commission Expires:

(Seal)

END OF DOCUMENT

COPY

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INSURANCE POLICY WILL
BE REQUIRED BEFORE ANY OTHER CHECK OF
THIS BANK WILL BE REFUSED OR RETURNED.
IN THE EVENT IT IS LOST, REPLACED OR STOLEN.

FIRST TEXAS BANK
1001 E. 11th St. - OAKTON, TEXAS 75075

May 18, 1981

15001

15001140

Richmond Commercial Construction Inc
REMITTER

PAY TO THE
ORDER OF **Williamson County**

FIRST TEXAS BANK
5400 DOLLARS

CASHIER'S CHECK

5400.00
DOLLARS

00017001 - 11149031031

241595

Robert Williamson
SR. EXEC. VICE PRESIDENT
ASST. CASHIER

AGENDA ITEM # 12

May 26, 1998

Discuss and take appropriate action regarding possibility of hiring a physician's assistant for the jail.

Judge Doerfler informed the court of a visit from Dr. Stephen Benold and Sheriff Richards last week advising him of the tremendous load at the jail.

First Assistant County Attorney Dale Rye advised a very high proportion of inmates in a correctional institution require high level medical care. Typically, 75-80% of inmates require some sort of prescription medication. The medical staff at the jail end up with their hands full just distributing medication. Plus dealing with minor injuries, illnesses, etc. it becomes very burdensome on the floor staff because they end up dealing with minor medical issues. It really is a very critical issue.

Judge Doerfler advised the Sheriff had sufficient funds in his salary line item to cover this additional expense through this fiscal year.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve hiring a physician's assistant at \$400.00 per week for the jail.

Vote: Motion carried 5 - 0

AGENDA ITEM # 13

May 26, 1998

Hold public hearing on Bent Oak Estates, Re-subdivision of Lot 2, Block One, North Lake Estates, Section E.

Judge Doerfler opened public hearing at 10:05 a.m. on Bent Oak Estates, a Re-subdivision of Lot 2, Block One, North Lake Estates, Section E.

County Engineer Joe England advised there are still outstanding issues on this tract located off Ridgewood Road East off Ranch Road 2338 north of Farm-to-Market 3405 entirely county controlled. This 16 acre lot is being divided into 3 parcels with Lots 1 & 2 consisting of 2.5 acre tracts. Deed restrictions allow dividing down to 1 acre parcels.

Additional items need to be addressed - change name of County Clerk on plat and provide ties across the 50' roadway.

Judge Doerfler closed the public hearing at 10:10 a.m. on Bent Oak Estates, Re-subdivision of Lot 2, Block One, North Lake Estates, Section E.

AGENDA ITEM # 14

May 26, 1998

Consider granting approval to Re-subdivision of Lot 2, Block One, Northlake Estates, Section E.

No action was taken on this agenda item.

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AGENDA ITEM # 15

May 26, 1998

Discuss status of County Road 195 and address Mr. Overall's concerns.

Commissioner Mehevec advised this public road is located behind Eddie's Body Shop east of Palm Valley Church. Ownership of the road is in dispute and one resident has been restrained by the Constable from fencing the road.

No action was taken on this agenda item.