

AGENDA ITEM # 12

April 27, 1999

Open and consider awarding, rejecting or extending bids for Farmers Bank Building.

At 10:32 a.m. Judge Doerfler announced time to receive bids for Farmers Bank Building.

At 10:33 a.m. Judge Doerfler announced time closed to receive bids for Farmers Bank Building.

Bids were opened and read aloud from:

A-Tex Waterproofing Inc./A.T.C. Services (subsidiary)		
\$183,200.00	\$51,220.00	\$16,180.00

PrimeStore, Inc.		
\$102,265.00	\$19,665.00	\$3,000.00

Judge Doerfler advised \$62,000.00 was allotted in the budget for this project. Due to unexpected expenses such as hiring a crane to install trusses for air conditioning unit and preliminary duct work, he suggested a budget amendment will be needed.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To note receipt of bids to be referred to Maintenance Director Joe Latteo for review with recommendation to court on May 4, 1999.

Vote: Motion carried 4 - 0

< Clerk copy here >

BID FORM

Bids to be delivered – BID # 99WC115:

2:00 P.M., CDT, April 27, 1999, to
 Williamson County Auditor's Office
 Ginny Atkinson, Purchasing
 710 Main Street, Suite 303
 Georgetown, TX 78626

Bid of

A-Tex Waterproofing Inc. / A.T.C. Services (subsidiary)

hereinafter called Bidder, a corporation*, organized and existing under the laws of the
 State of Texas.

a partnership*, or an individual* doing business as

N/A

*Mark out terms not applicable.

To: Williamson County Auditor's Office
 Ginny Atkinson, Purchasing
 Williamson County Courthouse
 710 Main Street, Suite 303
 Georgetown, TX 78626

Dear Ms. Atkinson:

The Bidder, in compliance with your Advertisement for Bids for the Restoration of PHASE ONE Building Envelope, Farmers State Bank Building for Williamson County Historical Museum, 716 South Austin Avenue, Georgetown, Texas 78626, having examined the Bidding Documents and Contract Documents consisting of the Drawings and Specifications with related documents, as prepared by Voelter Associates Inc., Georgetown, Texas, as well as the premises and conditions of the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of material and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete work in accordance with the Contract Documents within the time set forth therein, and at the prices listed hereinafter in this BID FORM. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.



Signature of Bidder

RECORDERS MEMORANDUM
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 clearly legible for satisfactory recordation.

JOB 306

BID FORM

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All blank spaces for bid prices must be filled in, in black ink or typewritten, in both words and figures. In case of discrepancy, the amount shown in words shall govern.

Bidder acknowledges receipt of the following
addenda: One

BASE BID

Bidder agrees to perform the complete work for the Restoration of Building Envelope, Farmers State Bank Building for the Williamson County Historical Museum, as described in the Contract Documents, for the lump sum of:

One Hundred Eighty- Three Thousand Two Hundred Dollars-----

----- (\$ 183,200.00)

ALTERNATE BIDS

Should the Base Bid and all Alternate Bids exceed the amount of funds available to finance the construction contract, the Owner reserves the right to evaluate and choose which Alternate Bids to accept without regard to the order in which they are listed.

ALTERNATE BID NO. 1

The following amount shall be deducted from the Base Bid should all work beyond the main rear wall of the building, including new rear entrance and enclosure for future elevator, be deleted from the Base Bid.

Subtract (Fifty-One Thousand Two Hundred Twenty Dollars) -----

----- (\$ 51,220.00)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE BID NO. 2

The following amount shall be deducted from the Base Bid should the tuckpointing of the walls of the adjacent buildings to the north and south, above the main roof of the Farmers State Bank Building, be deleted from the Base Bid.

Subtract (Sixteen Thousand One Hundred Eighty Dollars) -----

----- (\$ 16,180.00)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)



Signature of Bidder

ALLOWANCES:

The Base Bid includes a Contingency Allowance in a total amount Five Thousand Dollars (\$5,000). An Allowance is a lump sum amount from which specific materials will be purchased by the Contractor as directed by the Owner in accordance with the General Conditions, and Division 1, Section 01020.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" by Owner and to substantially complete the project in 150 (150) calendar days. This number of calendar days provided by the Bidder will be used for establishing the beginning of assessment of liquidated damages. It also may be a factor in the selection of a successful Bidder should there be a substantial difference in the number of days given by Bidders, at the Owner's discretion. The undersigned agrees that from the compensation otherwise to be paid, the Owner may retain, as liquidated damages, the sum of Two Hundred and No/100 Dollars (\$200.00) for each consecutive calendar day after the date established by the number of days stated above for substantial completion. This sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated herein and provided in the Supplementary Conditions and the Contract for Construction.

SUBMITTAL OF BID

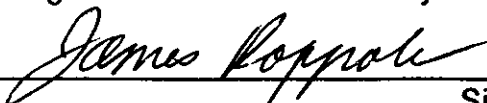
Each bid must be submitted in a sealed envelope as specified in first paragraph of the Information for Bidders.

BID SECURITY

Each Bidder is required to submit with his bid a Bid Security Check or Bid Bond executed in accordance with the requirements of Paragraph 7 of the Information for Bidders.

The undersigned agrees, if awarded the Contract, to execute Contract and Bonds within ten (10) days after notification of award.

The undersigned further agrees that the Certified Check or Bond payable to Williamson County, and accompanying this proposal is left in escrow with the Williamson County Auditor's Office; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement and Bonds; and that if the undersigned defaults in executing that Agreement and/or in furnishing the Performance and Payment Bonds within ten (10) days of written



Signature of Bidder

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JOB 306
RECORDERS MEMORANDUM

BID FORM

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clearly legible for satisfactory recordation.

notification of award of the Contract to him, then the cash or check shall become the property of the Owner, or the Proposal Bond shall become subject to forfeiture to the Owner.

It is understood that the Owner reserves the right to accept or reject any and all Bids and to waive all irregularities. It is further agreed that this Bid shall be valid and not withdrawn for a period of sixty (60) days from the date of opening thereof.

SALES TAX

All of the above prices and Bid Proposals shall not include any Texas sales tax. This project is exempt from any Texas Sales, Excise or Use Tax as defined by Article 20.04(F)(5).

Note: All blank spaces on Bid Form must be filled in for bid to be valid.

Respectfully Submitted,

* A-Tex Waterproofing Inc./A.T.C. Services (Subsidiary)

By: *James Roppo*

Title: President

P.O. Box 932

Georgetown, Texas 78627
Business Address

(512) 930-3988
Telephone

(512) 869-1189
Facsimile

* Bid must be signed by authorized representative of Bidder to become valid.
Bidder shall sign each page of Bid Form.

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

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Merchants



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BONDING CO.
— Mutual —

BID BOND

Know all persons by these presents:

That A-Tex Waterproofing Inc.

(hereinafter called the Principal) as Principal, and the MERCHANTS BONDING COMPANY (Mutual) a corporation of the State of Iowa, with its Home Office in the City of Des Moines, Iowa, (hereinafter called Surety), as Surety, are held and firmly bound to Williamson Co. Historical Society

(hereinafter called the Oblige) in the full and just sum of (\$ 5% of Greatest Amount Bid

Dollars good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 23rd day of April 19 99

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make any award to the Principal for Restoration of former Farmers State Bank Building for Williamson Co. Historical Museum

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award, and shall give bond for the faithful performance thereof with the MERCHANTS BONDING COMPANY (Mutual) and Surety, or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure to do so, pay to the Oblige the damages which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed.

Witness: Cynthia K. Savage By James W. Hopper
Principal

Attest: Chrissy Creech By Cynthia K. Savage
MERCHANTS BONDING COMPANY (Mutual)
Cynthia K. Savage, Attorney-in-Fact

Merchants Bonding Company

(MUTUAL)

POWER OF ATTORNEY

Know All Men By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Cynthia K. Savage

of **Georgetown** and State of **Texas** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE HUNDRED THOUSAND (\$500,000.00) Dollars

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on October 3, 1992.

ARTICLE II, SECTION 8. - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9. - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (Mutual) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this **14th** day of **November**, 19 **97**.

MERCHANTS BONDING COMPANY (MUTUAL)



By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss

On this **14th** day of **November**, 19 **97**, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



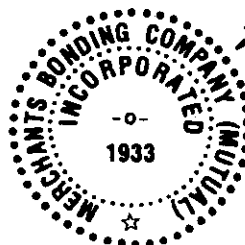
Ruth K. McClain
Notary Public, Polk County, Iowa
My Commission
Expires 2-19-98

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STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on this **23rd** day of **April**, 19 **99**.



William Warner Jr.
Secretary

BID FORM**COPY****Bids to be delivered – BID # 99WC115:**

2:00 P.M., CDT, April 27, 1999, to
 Williamson County Auditor's Office
 Ginny Atkinson, Purchasing
 710 Main Street, Suite 303
 Georgetown, TX 78626

Bid of

PrimeStore Inc.

hereinafter called Bidder, a corporation*, organized and existing under the laws of the
 State of Texas.

a ~~partnership~~*, or an ~~individual~~* doing business as

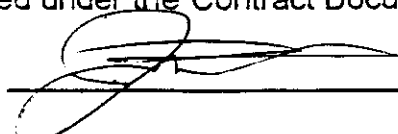
*Mark out terms not applicable.

To: Williamson County Auditor's Office
 Ginny Atkinson, Purchasing
 Williamson County Courthouse
 710 Main Street, Suite 303
 Georgetown, TX 78626

Dear Ms. Atkinson:

The Bidder, in compliance with your Advertisement for Bids for the Restoration of Building Envelope, Farmers State Bank Building for Williamson County Historical Museum, 716 South Austin Avenue, Georgetown, Texas 78626, having examined the Bidding Documents and Contract Documents consisting of the Drawings and Specifications with related documents, as prepared by Voelter Associates Inc., Georgetown, Texas, as well as the premises and conditions of the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including availability of material and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete work in accordance with the Contract Documents within the time set forth therein, and at the prices listed hereinafter in this BID FORM. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

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 Signature of Bidder

All blank spaces for bid prices must be filled in, in black ink or typewritten, in both words and figures. In case of discrepancy, the amount shown in words shall govern.

Bidder acknowledges receipt of the following
addenda: #1

BASE BID

Bidder agrees to perform the complete work for the Restoration of Building Envelope, Farmers State Bank Building for the Williamson County Historical Museum, as described in the Contract Documents, for the lump sum of:

ONE HUNDRED AND TWO THOUSAND TWO HUNDRED SIXTY FIVE AND
00/100 DOLLARS (\$ 102,265.00)

ALTERNATE BIDS

Should the Base Bid and all Alternate Bids exceed the amount of funds available to finance the construction contract, the Owner reserves the right to evaluate and choose which Alternate Bids to accept without regard to the order in which they are listed.

ALTERNATE BID NO. 1

The following amount shall be deducted from the Base Bid should all work beyond the main rear wall of the building, including new rear entrance and enclosure for future elevator, be deleted from the Base Bid.

Subtract NINETEEN THOUSAND SIX HUNDRED SIXTY FIVE AND 00/100 DOLLARS
(\$ 19,665.00)

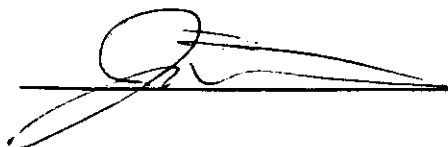
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

ALTERNATE BID NO. 2

The following amount shall be deducted from the Base Bid should the tuckpointing of the walls of the adjacent buildings to the north and south, above the main roof of the Farmers State Bank Building, be deleted from the Base Bid.

Subtract THREE THOUSAND AND 00/100 DOLLARS
(\$ 3,000.00)

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)



Signature of Bidder

ALLOWANCES:

The Base Bid includes a Contingency Allowance in a total amount Five Thousand Dollars (\$5,000). An Allowance is a lump sum amount from which specific materials will be purchased by the Contractor as directed by the Owner in accordance with the General Conditions, and Division 1, Section 01020.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Bidder hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" by Owner and to substantially complete the project in Sixty (60) calendar days. This number of calendar days provided by the Bidder will be used for establishing the beginning of assessment of liquidated damages. It also may be a factor in the selection of a successful Bidder should there be a substantial difference in the number of days given by Bidders, at the Owner's discretion. The undersigned agrees that from the compensation otherwise to be paid, the Owner may retain, as liquidated damages, the sum of Two Hundred and No/100 Dollars (\$200.00) for each consecutive calendar day after the date established by the number of days stated above for substantial completion. This sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the undersigned to complete the work at the time stipulated herein and provided in the Supplementary Conditions and the Contract for Construction.

SUBMITTAL OF BID

Each bid must be submitted in a sealed envelope as specified in first paragraph of the Information for Bidders.

BID SECURITY

Each Bidder is required to submit with his bid a Bid Security Check or Bid Bond executed in accordance with the requirements of Paragraph 7 of the Information for Bidders.

The undersigned agrees, if awarded the Contract, to execute Contract and Bonds within ten (10) days after notification of award.

The undersigned further agrees that the Certified Check or Bond payable to Williamson County, and accompanying this proposal is left in escrow with the Williamson County Auditor's Office; that its amount is the measure of liquidated damages which the Owner will sustain by the failure of the undersigned to execute and deliver the above named Agreement and Bonds; and that if the undersigned defaults in executing that Agreement and/or in furnishing the Performance and Payment Bonds within ten (10) days of written



Signature of Bidder

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notification of award of the Contract to him, then the cash or check shall become the property of the Owner, or the Proposal Bond shall become subject to forfeiture to the Owner.

It is understood that the Owner reserves the right to accept or reject any and all Bids and to waive all irregularities. It is further agreed that this Bid shall be valid and not withdrawn for a period of sixty (60) days from the date of opening thereof.

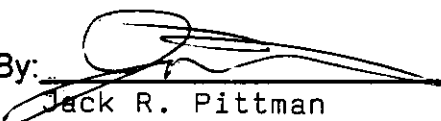
SALES TAX

All of the above prices and Bid Proposals shall not include any Texas sales tax. This project is exempt from any Texas Sales, Excise or Use Tax as defined by Article 20.04(F)(5).

Note: All blank spaces on Bid Form must be filled in for bid to be valid.

Respectfully Submitted,

* PrimeStore Inc. _____

By:  _____
Jack R. Pittman

Title: President _____

3003 Dawn Dr., #108 _____

Georgetown, TX 78628 _____

Business Address

512-863-2214 _____

Telephone

512-863-4130 _____

Facsimile

- * Bid must be signed by authorized representative of Bidder to become valid. Bidder shall sign each page of Bid Form.

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

DUPLICATE ORIGINAL

BOND NUMBER BD39374

KNOW ALL MEN BY THESE PRESENTS:

THAT Primestore, Inc., 3003 Dawn Drive, Suite 105, Georgetown, Texas 78628 as Principal, and COMMERCIAL INDEMNITY INSURANCE COMPANY, as Surety, are held and firmly bound unto Williamson County, 710 Main Street, Suite 303, Georgetown, TX 78626 as Oblige, in the full and just sum of Five (5%) percent of the amount bid lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is hereby submitting its proposal for Williamson County Historical Museum Restoration Project #99 WC115.

NOW, THEREFORE, 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 21st day of April, 1999.

Primestore, Inc.

PRINCIPAL

By

(SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By

(SEAL)

Anna M. Hilt,

ATTORNEY-IN-FACT

COPY

Commercial Indemnity Insurance Company
P.O. Box 67
Austin, Texas 78741

COMMERCIAL
INDEMNITY INSURANCE CO.

BD39374

COPY POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 12th day of May, 1996, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-In-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and 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 powers so executed and certified by facsimile signature or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Commercial Indemnity Insurance Company does hereby make, constitute and appoint:

Anna M. Hilt

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The Obligation of the Company shall not exceed one million (\$1,000,000.00) Dollars.

And to bind Commercial Indemnity Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the Commercial Indemnity Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Commercial Indemnity Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

State of Texas
County of Travis

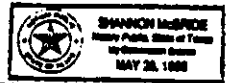


John W. Schuler
John W. Schuler, President

On this 12th day of May, in the year 1996, before me Shannon McBride, a notary public, personally appeared John W. Schuler, personally known to me 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.

Commission Expires 5-20-98

Shannon McBride
Shannon McBride, Notary Public



CERTIFICATE

I, the undersigned, Secretary of Commercial Indemnity Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked:

Signed and Sealed at the said Company at Austin, Texas dated this 21st day of April, 1999.



Paul Cameron
Paul Cameron, Secretary

AGENDA ITEM # 13April 27, 1999Consider granting wastewater easement to Cedar Park.

County Engineer Joe England advised the City of Cedar Park recently annexed properties adjacent to Farm to Market 1431 to which they are in the process of extending utility service. Cedar Park has requested 0.165 acre tract off the south end of 3.98 acres owned by Williamson County (Document #9634634) running parallel to Farm to Market 1431 for wastewater easement.

Mr. England will work with First Assistant County Attorney Dale Rye to have agreement drawn for City of Cedar Park signatures.

Moved: Commissioner Boatright

Seconded: Commissioner Heiligenstein

Motion: To approve granting wastewater easement to Cedar Park with stipulation that executed agreement be submitted to Williamson County stating the relocation of any utilities due to road construction become the responsibility of the City of Cedar Park.

Vote: Motion carried 4 - 0

< Clerk copy here >