

Consider awarding, rejecting or extending bids for above ground fuel system installation and removal at Pct 4.

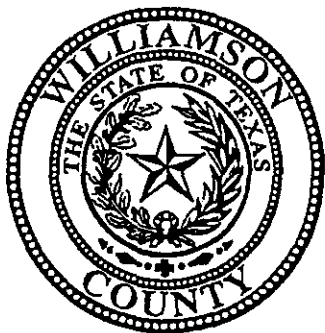
Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To award TECOM UST Systems, Inc. with the contract for above-ground fuel system installation and removal at Pct 4.

Vote: 5 - 0

<Clerk copy here>



**WILLIAMSON COUNTY AUDITOR'S OFFICE
PURCHASING DEPARTMENT
710 MAIN STREET - SUITE 303
GEORGETOWN, TEXAS 78626**

<http://www.williamson-county.org/Procurement>

**ABOVE GROUND FUEL SYSTEM REMOVAL & INSTALLATION
PCT # 4 – TAYLOR, TEXAS**

BID NUMBER: 00WC214

BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

RECEIVED BIDS FROM:

TECOM UST SYSTEMS, INC.
AUS-TEX SERVICE STATION EQUIPMENT, INC.
UNIFIED SERVICES OF TEXAS, INC.

RECOMMEND AWARD BE MADE TO:

TECOM UST SYSTEMS, INC.
(see attached bid tab)

approved 4-4-00
John C. Daifler

March 30, 2000

**WILLIAMSON COUNTY
PURCHASING DEPARTMENT**

FORMAL REQUEST FOR BIDS

**ABOVE GROUND FUEL SYSTEM INSTALLATION & REMOVAL
PCT # 4 – TAYLOR, TEXAS**

BID NUMBER: 00WC214 BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

Three bids were received for the above referenced project and are listed as follows:

	Base Bid	Add Alternate
Tecom UST Systems, Inc.	\$72,856.00	\$4,970.40
Aus-Tex Service Station Equipment, Inc.	\$79,309.00	\$5,588.00
Unified Services of Texas, Inc.	\$88,500.00	\$10,640.00

After review of the bidders' proposals, documents, unit prices, and statement of qualifications, Dwight C. Russell Associates, Inc. recommends that Williamson County enter into a contract with Tecom UST Systems, Inc. for the total Contract Award of \$77,826.40.

Sincerely,

David L. Urban, P. E.
Project Engineer

COPY

WILLIAMSON COUNTY BID FORM

ABOVE GROUND FUEL SYSTEM INSTALLATION & REMOVAL
PCT # 4 – TAYLOR, TEXAS

BID NUMBER: 00WC214 BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: AUS-TEX SERVICE STATION EQUIPMENT, INC.Mailing Address: P.O. Box 141519City: AUSTIN State: TX Zip: 78714-1519Telephone: (512) 278 1000 Fax: (512) 278 1006Edward MannDate of BID: MARCH 28, 2000

Signature of Person Authorized to Sign BID

Name and Title of Signer: EDWARD MANN, PROJECT MANAGER
(Please Print or Type)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

BIDDERS PROPOSAL
FOR CONSTRUCTION CONTRACT

COPY

INSTRUCTIONS: The Bidder shall copy this form on his letterhead, filling all blanks with the required information. The Bidder shall submit all information required by the Williamson County Formal Request for Bids.

Reference is made to the following-described Work of construction, alteration or repair: The installation of a dual compartment 6,000-gallon aboveground tank (AST), 3,000-gallons for diesel service and 3,000-gallons for unleaded gasoline service. The AST will be a dual-wall, Fireguard tank with a two (2) hour fire rating. The project includes the removal of the two (2) existing 1,000-gallon and 2,000-gallon aboveground fuel tanks located at the Williamson County Precinct 4 facility at Highway 95 and Mississippi Street, Taylor, Texas.

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:

Performance and Payment Bonds will be required as defined in the Williamson County Bid Documents located in the Preface; Williamson County may accept this bid for award as late as thirty (30) days following the date of opening of bids; that Williamson County may reject any or all bids; and that Williamson County may waive objection to any informality in submission of bids.

This Proposal is accompanied by a bank Cashier's Check or a Bid Bond (on the form prescribed by Williamson County made payable to Williamson County in amount equal to five percent of the Base Bid, which sum will be received and retained by Williamson County as liquidated damages in the event that the undersigned Bidder should fail, if awarded the Contract within ten (10) days thereafter to execute and return the Agreement, together with Performance and Payment Bonds as indicated.

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 Williamson County Precinct #4 Lump Sum \$ <u>750.00</u>	\$ <u>750.00</u>
2	1 each	Installation of a 6,000 gallon, dual wall, aboveground fuel storage tank, Steel Tank Association "Fireguard" Cylindrical Tank, dual compartment with double bulkhead, to include the containment cell and all associated piping, controls, valves, dispensers, electrical service, chain link fence and gates, security light, and startup of the fuel dispensing system. Lump Sum \$ <u>77411.00</u>	\$ <u>77411.00</u>
3	Lump Sum	Degas, inert, remove, and dispose of one (1) 2,000-gallon AST and one (1) 1,000-gallon AST in accordance with "API 1604", Safe Removal of Underground Storage Tanks". Lump Sum \$ <u>1148.00</u>	\$ <u>1148.00</u>

TOTAL BASE BID \$ 79,309.00

SEVENTY NINE THOUSAND THREE HUNDRED NINE DOLLARS.
(written)

Add Alt. Square Foot Cost per square foot to install 6-inch concrete drive.
 Per Square Foot \$ 3.68
 Estimated square feet 1,520 Square Feet

160
 \$ 5588.00

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, maintenance, and removal of traffic control, barricades, and excavation safety devices.
2. Demolition, removal, and disposal of concrete.
3. Overhead electrical service from the maintenance barn spanning across Mississippi Street to the AST.
4. Relocation of 6-foot fencing and installation of new gate and fencing.
5. Upon completion of the contract, prior to final payment, the Contractor will deliver to Williamson County a written one year 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 Williamson 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 also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that is has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, agent, or employee of Williamson County in connection with information regarding this bid, the submission of this bid, the award of this bid, or the performance, delivery, or sale pursuant to this bid. Bidder certifies and represents that no public official, employee, or agent of Williamson County has an interest in this bid.

Bidder: AUS-TEX SERVICE STATION EQUIP By: Edward Mann
 Address: P.O. Box 141519 Title: PROJECT MANAGER
AUSTIN, TEXAS 78714-1519 Date: MARCH 28, 2000

COPY

CASHIER'S CHECK

CHASE BANK OF TEXAS
NATIONAL ASSOCIATION
AUSTIN, TEXAS 78789
Member FDIC



A 3660004164
DATE 03/28/2002

REMITTER ***AUS-TEX SERVICE STATION EQUIPMENT
INC. ***
OF TEXAS
PAY TO THE
ORDER OF ***WILLIAMSON COUNTY***

\$3,965.45

CT/CBT/5.00

A 60 day waiting period and an
indemnifying Bond is required to
replace this check.

RECEIVED OVER 310 DOLLARS
Michael B. Williams
AUTHORIZED SIGNATURE

⑈ 3660004164 ⑈ ⑆111001150⑆ ⑈0010199979B⑈

DWIGHT C. RUSSELL ASSOCIATES, INC.**COPY**

Consulting Engineers and Environmental Scientists

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ADDENDUM NO. 1

March 24, 2000

Williamson County Bid No. 00WC214

The following items are acceptable in addition to the originally specified items:

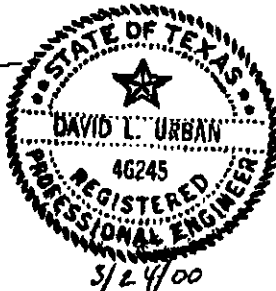
1. Electronic Tank Gauge: Gilbarco EMC Aboveground tank system (ATS), console, and Mag-2 probes.
2. Area Light: F-A-L #EFL-40H-04-T-76-BR-P 400 watt MH Economy Floodlight W/photocell.

The following change to the contract documents is required to maintain manufacturers' warranties.

1. The control wires for the Tech-21 and Veeder Root Tank Gauge will be installed underground, in rigid metal conduit, from the AST to their respective consoles located in the bunkhouse. The electrical service will remain overhead from the power pole to the light pole across Mississippi Street.
2. With regard to the requirement for factory authorized personell start-up and warranty service, any firm which is not factory-authorized for start-up and maintenance of the specified equipment shall submit a letter with the bid, signed by a corporate officer attesting that the firm will contract with factory-authorized companies for all start-up and maintenance.

Bidders are advised to note receipt of this addendum on the bid form.

David L. Urban
David L. Urban, P.E.
Project Engineer



7801 North Lamar, Suite D-77 • Austin, Texas 78752 • (512) 452-8834 • Fax (512) 450-0444

RECEIVED BY AUS-TEX SERVICE
STATION EQUIPMENT
ON MARCH 24, 2000

WILLIAMSON COUNTY BID FORM

163

ABOVE GROUND FUEL SYSTEM INSTALLATION & REMOVAL
PCT # 4 - TAYLOR, TEXAS

BID NUMBER: 00WC214 BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Tecom UST Systems, Inc.Mailing Address: 11705 N. Lamar Blvd.City: Austin State: TX Zip: 78753Telephone: (512) 837-5055 Fax: (512) 837-1150
Signature of Person Authorized to Sign BIDDate of BID: 3/28/2000Name and Title of Signer: Asa Thornton, Vice President
(Please Print or Type)

Addenda Acknowledgement: Number (1) One

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

Tecom UST Systems, Inc

BIDDERS PROPOSAL FOR CONSTRUCTION CONTRACT

164

INSTRUCTIONS: The Bidder shall copy this form on his letterhead, filling all blanks with the required information. The Bidder shall submit all information required by the Williamson County Formal Request for Bids.

Reference is made to the following-described Work of construction, alteration or repair: The installation of a dual compartment 6,000-gallon aboveground tank (AST), 3,000-gallons for diesel service and 3,000-gallons for unleaded gasoline service. The AST will be a dual-wall, Fireguard tank with a two (2) hour fire rating. The project includes the removal of the two (2) existing 1,000-gallon and 2,000-gallon aboveground fuel tanks located at the Williamson County Pricinct 4 facility at Highway 95 and Mississippi Street, Taylor, Texas.

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:

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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 Williamson County Precinct #4 Lump Sum \$ 3,243.00	\$ 3,243.00
2	1 each	Installation of a 6,000 gallon, dual wall, aboveground fuel storage tank, Steel Tank Association "Fireguard" Cylindrical Tank, dual compartment with double bulkhead, to include the containment cell and all associated piping, controls, valves, dispensers, electrical service, chain link fence and gates, security light, and startup of the fuel dispensing system. Lump Sum \$ 67,796.00	\$ 67,796.00
3	Lump Sum	Degas, inert, remove, and dispose of one (1) 2,000-gallon AST and one (1) 1,000-gallon AST in accordance with "API 1604", Safe Removal of Underground Storage Tanks". Lump Sum\$ 1,817.00	\$ 1,817.00
TOTAL BASE BID \$			72,856.00

Seventy-Two Thousand Eight Hundred Fifty-Six DOLLARS.
(written)

Tecom UST Systems, Inc.

xxiv

Add Alt. Square Foot

Cost per square foot to install 6-inch concrete drive.

Per Square Foot \$ 3.27Estimated square feet 1,520 Square Feet\$ 4,970.40

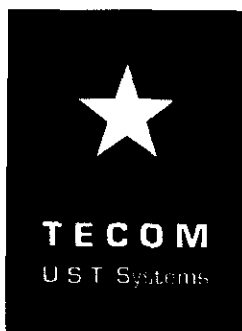
165

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, maintenance, and removal of traffic control, barricades, and excavation safety devices.
2. Demolition, removal, and disposal of concrete.
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4. Relocation of 6-foot fencing and installation of new gate and fencing.
5. Upon completion of the contract, prior to final payment, the Contractor will deliver to Williamson County a written one year 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 Williamson 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 also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that is has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, agent, or employee of Williamson County in connection with information regarding this bid, the submission of this bid, the award of this bid, or the performance, delivery, or sale pursuant to this bid. Bidder certifies and represents that no public official, employee, or agent of Williamson County has an interest in this bid.

Bidder: Tecom UST Systems, Inc.By: Address: 11705 N. Lamar Blvd.Title: Vice PresidentAustin, Texas 78753Date: 3/27/2000



11705 N. Lamar Blvd. ★ Austin, TX 78753 ★ (512)837-5055 ★ Fax (512)837-1150

Williamson County Auditors Office
Purchasing Department
710 Main Street, Suite 303
Georgetown Texas 78626

March 24,2000

Re: Williamson County Bid No. 00WC214

Dear Sir/Madam,

As required by addendum No. 1 of the contract documents for the above referenced bid on the Above Ground Fuel System Installation & Removal, Pct. #4-Taylor Texas, Tecom UST Systems certifies that all startup up, warranty repairs and maintenance will be performed by factory authorized companies which will be contracted by Tecom UST Systems to provide these services.

Respectfully,

Asa Thornton
Vice President

Williamson Co.-Taylor Bid File:



Bond No. N/A

BID BOND

The American Institute of Architects
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Tecom U.S.T. Systems, Inc.
as Principal, and Frontier Insurance Company, Rock Hill, New York 12775, a corporation duly organized under the laws of the State
of New York as Surety, are held and firmly bound unto Williamson County Precinct, Taylor, Texas
as Oblige, in the sum of **5% of Greatest Amount Bid**

Dollars (\$ **5% of G.A.B.**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Solicitation #00WC214: Fuel System Replacement,
Taylor, Texas

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents
with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material
furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds,
if the Principal shall pay to the Oblige the difference not to exceed the penalty thereof between the amount specified in said bid and
such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid,
then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 28th day of March ~~19~~ 2000

(SEAL)

Tecom U.S.T. Systems, Inc.
(Principal)

Thomas J. Collins
(Title)

(SEAL)

FRONTIER INSURANCE COMPANY
(Surety)

Carla J. Ball
Carla J. Ball

Attorney-In-Fact

POWER OF ATTORNEY

Know All Men By These Presents: That FRONTIER INSURANCE COMPANY, a New York Corporation, having its principal office in Rock Hill, New York, pursuant to the following resolution, adopted by the Board of Directors of the Corporation on the 4th day of November, 1985:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

This Power of Attorney is signed and sealed in facsimile under and by the authority of the above Resolution.

DOES HEREBY MAKE, CONSTITUTE AND APPOINT: Janice G. Correy James W. Baughman
Kathleen Day Kelly A. Knisel Carla J. Ball

of Dallas, in the 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 as its act and deed, without power of redelegation, as follows:

Bonds guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed; IN AN AMOUNT NOT TO EXCEED FIVE MILLION (\$5,000,000.00) DOLLARS; and to bind FRONTIER INSURANCE COMPANY thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of FRONTIER INSURANCE COMPANY, and all the acts of said Attorney(s)-in-Fact pursuant to the authority herein given are hereby ratified and confirmed.

In Witness Whereof, FRONTIER INSURANCE COMPANY of Rock Hill, New York, has caused this Power of Attorney to be signed by its President and its Corporate seal to be affixed this 19th day of April 1999

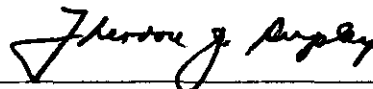
FRONTIER INSURANCE COMPANY



State of New York
County of Sullivan

ss.:

BY:


THEODORE J. RUPLEY, President

On this 19th day of April 1999 before me, a Notary Public of the State of New York in and for the County of Sullivan, duly commissioned and qualified, came THEODORE J. RUPLEY of FRONTIER INSURANCE COMPANY to me personally known to be the individual and officer described herein, and who executed the preceding instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the Company, and the Corporate Seal and signature as an officer were duly affixed and subscribed to the said instrument by the authority and direction of the Corporation, and that the resolution of the Company, referred to in the preceding instrument, is now in force.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal at Rock Hill, New York, the day and year above written.





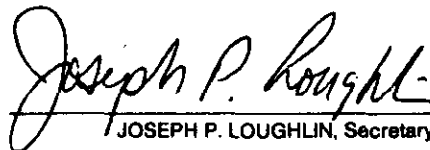
ALICIA A. LANESE
Notary Public State of New York
Sullivan County Clerk's No. 2396
Commission Expires July 8, 2000

CERTIFICATION

I, JOSEPH P. LOUGHLIN, Secretary of FRONTIER INSURANCE COMPANY of Rock Hill, New York, do hereby certify that the foregoing Resolution adopted by the Board of Directors of this Corporation and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Powers of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the facsimile seal of the corporation this 28th day of March, 2000




JOSEPH P. LOUGHLIN, Secretary

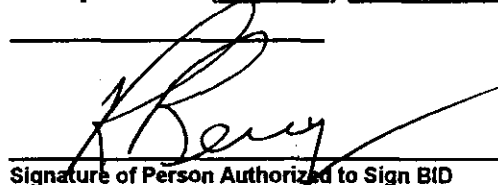
WILLIAMSON COUNTY BID FORM

169

ABOVE GROUND FUEL SYSTEM INSTALLATION & REMOVAL
PCT # 4 – TAYLOR, TEXAS

BID NUMBER: 00WC214 BID OPENING DATE & TIME: MARCH 28, 2000 - 3:00 PM

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NAME OF BIDDER: UNIFIED SERVICES OF TEXAS, INC.Mailing Address: 330 NORTH PARK DRIVECity: SAN ANTONIO State: TX Zip: 78216Telephone: (210) 403-2900 Fax: (210) 403-2903
Signature of Person Authorized to Sign BIDDate of BID: MARCH 28, 2000Name and Title of Signer: RICHARD N. BERRY, P.E. DIRECTOR OF ENGINEERING
(Please Print or Type)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

**BIDDERS PROPOSAL
FOR CONSTRUCTION CONTRACT**

COPY

170

INSTRUCTIONS: The Bidder shall copy this form on his letterhead, filling all blanks with the required information. The Bidder shall submit all information required by the Williamson County Formal Request for Bids.

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1	1 each	Mobilization to Williamson County Precinct #4 Lump Sum \$ <u>3,900.00</u>	\$ <u>3,900.00</u>
2	1 each	Installation of a 6,000 gallon, dual wall, aboveground fuel storage tank, Steel Tank Association "Fireguard" Cylindrical Tank, dual compartment with double bulkhead, to include the containment cell and all associated piping, controls, valves, dispensers, electrical service, chain link fence and gates, security light, and startup of the fuel dispensing system. Lump Sum \$ <u>83,100.00</u>	\$ <u>83,100.00</u>
3	Lump Sum	Degas, inert, remove, and dispose of one (1) 2,000-gallon AST and one (1) 1,000-gallon AST in accordance with "API 1604", Safe Removal of Underground Storage Tanks". Lump Sum \$ <u>1,500.00</u>	\$ <u>1,500.00</u>
TOTAL BASE BID. \$ <u>Eighty Eight Thousand Five Hundred</u>			
<u>Dollars and no/100</u> (\$88,500.00) (written)			DOLLARS.

COPY

Add Alt. Square Foot Cost per square foot to install 6-inch concrete drive.
 Per Square Foot \$ 7.00
 Estimated square feet 1,520 Square Feet

\$10,640.00

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, maintenance, and removal of traffic control, barricades, and excavation safety devices.
2. Demolition, removal, and disposal of concrete.
3. Overhead electrical service from the maintenance barn spanning across Mississippi Street to the AST.
4. Relocation of 6-foot fencing and installation of new gate and fencing.
5. Upon completion of the contract, prior to final payment, the Contractor will deliver to Williamson County a written one year 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 Williamson 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 also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, agent or employee of Williamson County in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that is has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, agent, or employee of Williamson County in connection with information regarding this bid, the submission of this bid, the award of this bid, or the performance, delivery, or sale pursuant to this bid. Bidder certifies and represents that no public official, employee, or agent of Williamson County has an interest in this bid.

Bidder: UNIFIED SERVICES OF TEXAS, INC.By: Address: 330 NORTH PARK DRIVETitle: DIRECTOR OF ENGINEERINGSAN ANTONIO, TEXAS 78216Date: MARCH 27, 2000

Unified Services of Texas, Inc.
 330 North Park Dr.
 San Antonio, Texas 78216

COPY

MID-CONTINENT CASUALTY COMPANY

Box 1409

TULSA, OKLAHOMA 74101

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BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Unified Services of Texas, Inc.

as Principal, and the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Oklahoma, and authorized to do business in the State of Texas as Surety, are held and firmly bound unto the

/Williamson County

as obligee,

in the sum of 5% of bid amount DOLLARS, lawful money of the United States of America, to the payment 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, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligor shall make any award to the Principal for:

Above ground storage tank removal & installation
Taylor, TX (PCT #4)

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 Obligor in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligor; or if the Principal shall, in case of failure so to do, pay to the Obligor the damages which the Obligor 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.

Signed, Sealed and Dated this 23rd day of March XX2000

Unified Services of Texas, Inc.

Principal(s)

By [Signature]

MID-CONTINENT CASUALTY COMPANY

By [Signature]

Attorney-in-fact

MID-CONTINENT CASUALTY COMPANY
Tulsa, Oklahoma

COPY
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Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit:

"Article IV, Section 7. - The Executive Officers of the Company shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint Barbara Eden, Rhonda Hoopingarner, Fred Monroe and M. A. Monroe, individually of ARLINGTON, TX

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed,
Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma.

IN WITNESS WHEREOF,
presents this 10

MID-CONTINENT CASUALTY COMPANY
day of January

has executed and attested these
2000

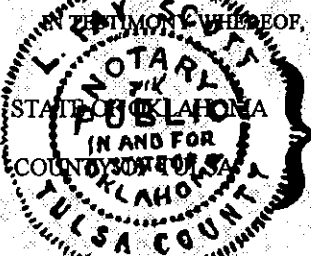
ATTEST:

Sara Anderson
SARA ANDERSON ASSISTANT SECRETARY

Todd Bazata
TODD BAZATA VICE PRESIDENT

On this 10 day of January, 2000 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written.



My Commission expires 11-14-00

L. Fay Scott
L FAY SCOTT Notary Public

I, SARA ANDERSON Assistant Secretary of MID-CONTINENT CASUALTY COMPANY do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

This certifies that any facsimile or mechanically-produced signature of any officer of the Company and Company seal, wherever appearing upon a power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation



this 23rd day of March, 2000

Sara Anderson
SARA ANDERSON Assistant Secretary

AGENDA ITEM #36

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Discuss and take appropriate action on allocating a portion of the tobacco money to Clean Air Force.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve up to \$35,000.00 or the amount that Travis County adds which ever is less to be taken from the tobacco money to Clean Air Force.

Vote: 5 – 0

AGENDA ITEM #37

Consider approving request from WBCO for paving material for new Head Start facility in Taylor. (Pct 4)

Commissioner Limmer requested this item be tabled until next week

AGENDA ITEM #38

Consider approving delinquent tax attorney contract.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve renewal contract of current delinquent tax attorney, McCreary, Veselka, Bragg and Allen, P.C. A change will be made to the contract not to imply that this is a 6 year contract. Commissioner Heiligenstein also requested that a RFP be sent at the end of this contract.

Vote: 3 - 2 – With Commissioners Heiligenstein and Commissioner Hays voting against the motion.

<Clerk copy here>