

AGENDA ITEM 24

Discuss and take appropriate action on any exclusions or add-ons to Southwest Regional Park contract.

Paul Linehan stated that the contract on the park with Workman Corporation does not include Alternate 7 (Georgetown water line), Alternate 2 (tennis courts), and postponed Alternate 9 (Round Rock 6" water line).

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To postpone in the award of the bid Alternate #9, to delete Alternate #2, to delete Alternate #7, and to approve authorization to proceed on preparing a new bid for another water well, the administration building, wastewater line and control valves.

Vote: 4 – 0 – 1. **Commissioner Limmer abstained from the vote.**

AGENDA ITEM 25

Discuss and take appropriate action on appointments to park committee.

Members of the court discussed their choices for the parks committee:

Commissioner Heiligenstein

Chris Crawford

Jean Cochran

Katie Hutchinson – Technical Advisor

Commissioner Boatright

John Buckler

Otika McClain

Jim Rogers – Technical Advisor

Commissioner Hays

Bill Durr

Wes Strahan

Randy Morrow – Technical Advisor

Commissioner Limmer

David Krueger

Joni Clarke

Sharon Prete – Technical Advisor

AGENDA ITEM 26

Discuss and take appropriate action on variance for Union State Bank in Liberty Hill.

Union State Bank owns 2.06 acres between SH 29 and CR 332. They want to sell 0.26 acres to Warner Communications so they can put a building on it to house their fiber optics equipment. The 0.26 acres will not have water or a septic system and already has a existing power line.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the variance request for Union State Bank in Liberty Hill, contingent on approval by the Liberty Hill City Council.

Vote: 5 - 0

AGENDA ITEM 27

Discuss and take appropriate action on bids received on the Williamson County Shooting Range.

Bids were received from the following:

Austin Bridge & Road, LP, Austin

Smith Contracting Co., Inc., Austin

Moved: **Commissioner Limmer**

Seconded: **Commissioner Boatright**

Motion: To award the bid for construction of the Williamson County Shooting Range to Smith Contracting Company, Inc in the amount of \$154,000.

Vote: 4 – 0. **Commissioner Hays was absent from the dais.**

< Attachment >

ORIGINAL
COPY**WILLIAMSON COUNTY BID FORM****CONSTRUCTION OF WILLIAMSON COUNTY SHOOTING RANGE**

BID NUMBER: 02WC423

BID OPENING DATE & TIME: MARCH 27, 2002 - 2:00 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: Smith Contracting Co. Inc.Mailing Address: 15308 Ginger St.City: AustinState: TexasZip: 78728Email Address: smithcontinc@att.netTelephone: (512) 990-7640Fax: (512) 990-7855Date of BID: 03/27/02

Signature of Person Authorized to Sign BID

Name and Title of Signer: Mack Smith, President

(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

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Section 00300 - Bid Form - Page 1 of 4

SECTION 00300 - BID FORM

TO: Williamson County Auditor's Office
710 Main Street, Suite 303
Georgetown, TX 78626

Date Time LOCAL TIME
March 27, 2002 2:00 p.m.

FROM: Smith Contracting Co. BIDDER

15308 Ginger St. ADDRESS

Austin, TX 78728 CITY/STATE

Operating as (strike out conditions that do not apply) an individual, a Company, a Corporation, organized and existing under the law of the State of Texas, or a Proprietorship, or Joint Venture consisting of

BASE BID:

1. Having become completely familiar with the local conditions affecting the cost of work at the places where work is to be executed, and having carefully examined the conditions as they currently exist, and having carefully examined the proposed Contract Documents prepared by Fisher Hagood, Inc., Round Rock, Texas, together with any addenda to such Contract Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the aforesaid Contract Documents within the specified contract time, with no time extensions, as follows:

BASE BID - ITEM NO. 1: for the construction of earthwork, drainage structures, and permanent revegetation for the Williamson County Shooting Range in Hutto, Texas in compliance with, and as shown on the plans and in the specifications, for the sum of:

134,000.00 ¹¹⁵ \$
154,000.00 ¹¹⁵

ADDENDA ACKNOWLEDGMENT:

2. The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.

Date

1

2/25/02



UNIT PRICES

3. The undersigned agrees that the following unit prices will apply on any additions to or deductions from the work which prices shall include overhead, profit, taxes and all other related costs:

ORIGINAL

Section 00300 - Bid Form - Page 2 of 4

The unit prices shall be installed, in-place prices for materials as specified. The quoted unit prices will be valid, and the quoted unit prices will be in force on any work. The materials and work shall be in compliance with the specifications:

Import common fill to site and stockpile per cubic yard	\$ 9 ⁰⁰
Place and compact common fill from stockpile per cubic yard	\$ 3 ⁰⁰
Place and fine grade topsoil per square yard	\$ 2 ⁰⁰
Hydromulching per square yard	\$.50
Load haul excess common fill or topsoil to onsite permanent spoils disposal area per cubic yard	\$ 3 ⁰⁰
24" CMP stormsewer in place per lineal foot	\$ 20 ⁰⁰

ALLOWANCES

4. Include in the Base Bid Items for inclusion in the Contract Sum the following Allowances. The Contractor's Base Bid Items shall include overhead, profit, insurance and taxes (if applicable). Any Allowances not authorized to be used will be credited to the Owner by Change Order.

Testing Allowance:..... \$ 5,000.00

TIME OF COMPLETION

5. The undersigned agrees to complete all work under this Contract in compliance with the following stipulations:
- A. Construction work shall be completed in 60 consecutive calendar days after the receipt of the notice to proceed.

CHANGES IN WORK:

6. The undersigned agrees that when changes in work are ordered which involve extra cost over and above contract sum, and when such work due to an emergency is ordered to proceed on basis of cost-plus-fee, such fee shall be as required by the "General Conditions".

BID GUARANTEE:

7. Bid Guarantee in the amount of five percent (5%) of the total amount of the Bid is attached, in the sum of which is to become the property of the Owner in the event the Contract and Performance and Labor and Material Payment Bond are not executed within the time set forth, as liquidated damages for the delay and additional work caused the Owner.

CONTRACT

8. The undersigned agrees that upon receipt of the notice of acceptance of his bid, he will execute the formal Contract and acknowledgment and indemnification agreement, and will deliver all required, proper bonds and proof of insurance coverage as may be required by the Contract Documents.

SMITH CONTRACTING CO.
15308 GINGER ST.
AUSTIN, TX 78728

ORIGINAL

Section 00300 - Bid Form - Page 3 of 4

9. The undersigned further agrees to execute the formal Contract and acknowledgment and indemnification agreement within ten (10) days from date of notice to acceptance of this bid, and in case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned the Contract, and the Cashier's Check or Bid Bond accompanying this bid will be forfeited to the Owner by reason of such failure on the part of the undersigned.
10. The undersigned further agrees that the bid security may be retained by the Owner and that said bid guarantee shall remain with the Owner until the Contract and indemnification agreement has been signed and Performance and Labor and Material Payment Bonds have been made and delivered to the Owner

GENERAL STATEMENT

11. The undersigned has checked all of the above figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.
12. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and waive all informalities in connection therewith. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the date and time of opening.
13. Wherever in this bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the written words shall govern.
14. The undersigned declares that the person or persons signing this Bid Form is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.
15. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this bid or the Contract may be entered into as a result of the bid and that in all respects the proposal is legal and firm, submitted in good faith without collusion for fraud.
16. It is agreed that the undersigned has complied or will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this bid in awarding the contract to him and/or in the prosecution of work required.

PRINCIPALS:

17. The names and addresses of all persons interested in this bid as Principals are as follows:
 - 17.1 If the bidder is a corporation, give legal name of corporation, State where incorporated, and names, titles, and addresses of three (3) corporate officers, including the President; if a partnership, give name of the firm and names and addresses of all of the partners; if an individual, give full name and address; if joint venture or joint association, give legal name of joint venture or joint association, names of member firms, information regarding member firms shall be provided as required above.

SMITH CONTRACTING CO.
15308 GINGER ST.
AUSTIN, TX 78728

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Section 00300 - Bid Form - Page 4 of 4

18. The undersigned is a business which is licensed in accordance with the requirements of the State of Texas, License number 742732663.

Respectfully Submitted, this 27 day of March, 2002.

(Firm Name) Smith Contracting Co. Inc.

(Address) 15308 Ginger St. Austin, TX 78728

(Signature) _____

(Name Typed) Mack Smith

(Title) President

(SEAL IF BIDDER IS A CORPORATION)

ENCLOSURES:

19. Bid Guarantee (In the form and amount specified or required).

END OF SECTION

SMITH CONTRACTING CO.
15308 GINGER ST.
AUSTIN, TX 78728

SMITH CONTRACTING COMPANY, INC.

Site-Work • Excavating • Paving • Concrete • Utilities • General Construction

Re: References

- | | | |
|---|---|--|
| 1.) RGD Builders, Inc.
411 W. 13th St.
Austin, TX
Bob Daugherty, 339-1588 | 10.) Brath, Inc.
600 IH 35 South
Round Rock, TX
Bob Stephenson, 244-2293 | 20.) Neptune Wilkinson Associates
4010 Manachaca Rd.
Austin, TX
Joel Wilkinson, 462-3373 |
| 2.) Fisher-Hagood
1 Chisolm Trail Rd.
Round Rock, TX
Terry Hagood 244-1546 | 11.) Austin Canyon
5806 Mesa Dr., Su 260
Austin, TX
Mike Nazar, 327-3135 | 21.) Emerson Construction Co.
4502 Twin City Blvd.
Temple, TX 76503
Randy Gilbert, 254-939-1863 |
| 3.) IT Gonzales Engineers
2520 S. IH 35
Austin, TX
IT Gonzales 447-7400 | 12.) Carlson, Brigance, & Doering
3401 W. Slaughter Ln.
Austin, TX
Danny Doering, 280-5160 | 22.) U.T Pickle Research Campus
10100 Burnet Rd.
Austin, TX
Mark Jones, 471-3042 |
| 4.) Martinez, Wright and Mendez
1106 Clayton Ln. Suite 400
Austin, TX
Mike Wright 453-0767 | 13.) K C Engineering
18015 MoPac
Austin, TX
Curtis Wilson, 306-8585 | 23.) Hejl, Lee & Associates
601 Farley Dr.
Austin, TX 78756
Chien Lee, 836-1848 |
| 5.) Urban Design Group
3660 Stoneridge
Austin, TX
Brian Runyan 347-0040 | 14.) Baker-Aicklen & Associates
9111 Jollyville Rd.
Austin, TX
Gary Tuttle, 346-6980 | 24.) City of Austin
Public Works Dept.
One Texas Center
Austin, TX 78704
H. Thomas Collins, 499-7124 |
| 6.) Loomis Austin 327-1180
3103 Bee Cave Rd.
Austin, TX
Bruce Melton
Andreas Cardenas | 15.) Williamson County
Joe England, 930-4300 | 25.) River City Engineering
3801 S. First St.
Austin, TX 78704
William Pena, 442-3008 |
| 7.) Herndon, Stauch and Assoc.
322 Congress Ave.
Austin, Tx 78701
Dave Stauch, 472-4600 | 16.) Bastrop ISD
Mike Horton
512-321-2292 | 26.) WC & ID #17
3812 Eck Lane
Austin, TX 78734
Deborah Gemes, 266-1111 |
| 8.) Sullivan and Sullivan
Georgetown, TX
Jay Sullivan
512-635-6601
512-869-2407 | 17.) Conley Engineering
Ric Thompson
512-328-3506 | 27.) City of Sunset Valley
2 Lone Oak Trail
Austin, TX 78745
Katy Philips, 892-1383 |
| 9.) City of Austin-Construction Inspection
Larry Mendez, 441-8785
John Kellman, 499-7124 | 18.) Travis County
411 W. 13th St.
Austin, TX
Roger Schuck, 473-9383 | |
| | 19.) Hodgens Design
Jack Hodgens
512-836-4892 | |

COMMERCIAL INDEMNITY

Insurance Company

BID BOND

BOND NUMBER BD48560

KNOW ALL MEN BY THESE PRESENTS:

THAT Smith Contracting Co., Inc., 15308 Ginger Street, Austin, Texas 78728 as Principal, and **COMMERCIAL INDEMNITY INSURANCE COMPANY**, as Surety, are held and firmly bound unto Williamson County, 710 Main Street, Ste. 303, Georgetown, Texas 78826 as Obligee, in the full and just sum of Five 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.

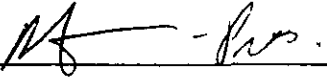
WHEREAS, the Principal is hereby submitting its proposal for Williamson County Shooting Range .

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 Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee 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 26th day of March, 2002.

Smith Contracting Co., Inc.

PRINCIPAL

By  (SEAL)

COMMERCIAL INDEMNITY INSURANCE COMPANY

By  (SEAL)
John W. Schuler, ATTORNEY-IN-FACT

Commercial Indemnity Insurance Company
1507 South IH-35
Austin, Texas 78741

COMMERCIAL
INDEMNITY INSURANCE CO.

BD48560

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 7th day of April, 1999, 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:

John W. Schuler

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 under this power of attorney 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

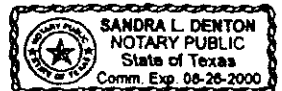
County of Travis



John W. Schuler
John W. Schuler, President

On this 7th day of April, in the year 1999, before me Sandra L. Denton, 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.

Sandra L. Denton



Commission Expires 8-26-2000

Sandra L. Denton, 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 26th day of March, 20 02.



Joel T. Massey
Joel T. Massey, Secretary

AGENDA ITEM 28

Consider approving a new bank account to act as a clearing account for the County Clerk's VISA/MC deposits and transfer a deposit of \$10.00 to keep the account open.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve a new bank account to act as a clearing account for the County Clerk's VISA/MC deposits and to approve transfer of a deposit of \$10.00 to keep the account open.

Vote: **4 – 1. Commissioner Boatright voted against the motion.**

AGENDA ITEM 29

Consider requesting that Kerry Russell continue to serve as the county's legal representative regarding groundwater issues and have files transferred to his Georgetown office.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To request that Kerry Russell continue to serve as the county's legal representative regarding ground water issues and to have the files transferred to his Georgetown office.

Vote: **5 - 0**

< Attachment >