

**AGENDA ITEM 19**

Consider awarding bids received for fencing labor/labor - materials to the lowest bidder meeting specifications - Heine Fencing.

Moved: **Commissioner Boatright**  
Seconded: **Judge Doerfler**  
Motion: To award bids received for fencing labor/labor – materials to the lowest bidder meeting specifications – Heine Fencing.  
Vote: **5 - 0**

<Attachment>

**WILLIAMSON COUNTY BID FORM**  
**FENCING LABOR**  
**BID NUMBER: 03WCA009**

**COPY**

NAME OF BIDDER: Ernest Heine Fencing\_ County Authorization # F53791E703B

Mailing Address: 3065 CR 284

City: Liberty Hill State: TX Zip:78642

Email Address: bheine@ev1.net

Telephone: (512) 778-5191 Fax: (512) 778-6005

ITEM #	DESCRIPTION	EST. QNTY.	UNIT	LABOR ONLY	LABOR & MATERIALS
1	Set T-post and stretch 3-strand 12.5 gauge barbed wire and net wire Corners to be set 4 feet deep Line posts to be set 36 inches deep Line posts to be set every 130 feet T-posts to be set every 15 feet H-Brace to be set every 500 feet	1500	Linear Foot	\$ 2.25	\$ 3.25
2	Set T-post and stretch 6-strand 12.5 gauge barbed wire Corners to be set 4 feet deep Line posts to be set 36 inches deep Line posts to be set every 130 feet T-posts to be set every 15 feet H-Brace to be set every 500 feet	1500	Linear Foot	\$ 2.00	\$ 3.00
3	Water Gaps/Creek Crossings 5/8 inch cable, 20 foot mesh cattle panels Cable stretched with panels dropped on a hinge type base	100	Linear Foot	\$ 3.00	\$ 5.00
4	H-Brace (see attached drawing)	1	Each	\$ 100.00	\$ 150.00
5	Turn Braces (see attached drawing)	1	Each	\$ 100.00	\$ 150.00
6	Recessed Entrance – 20 foot (see attached drawing) 20 foot 2 7/8 inch pipe rail 2 7/8 inch pipe post spaced 10 feet apart #6 gauge 4x4 mesh panels welded to rails and posts 16 foot Lometa gate	1	Each	\$ 250.00	\$ 450.00
7	Black Vinyl Covered Chain Link Fence, Commercial grade 9 gauge wire, 8 foot high, 2 inch mesh, 3 inch post at ends only 2 inch line post set 18 – 24 inches deep 1 5/8 inch top rail No mid braces required 9 gauge tension wire tied to bottom of fence with hog rings	1000	Linear Foot	\$ 5.00	\$ 18.00
TOTALS				\$	\$

## CHECK ONE OF THE FOLLOWING:

- ☒ low item basis. (Will accept award on "any or all" items.)
- ☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

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.

Ernest D. Heine, Jr      Authorization # F53791E703B  
Signature of Person Authorized to Sign BID

Date of BID: 5/27/03

Printed Name and Title of Signer: Ernest D. Heine, Jr.    Owner

References: Tom Moore    512-515-6872  
                 Fritz Schubert    512-515-6728  
                 David Morgan    512-515-5573

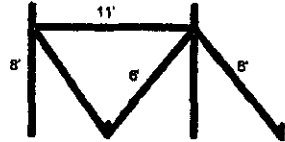
**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT**

Signature required on awarded bid only.

\_\_\_\_\_  
Hon. John C. Doerfler, County Judge  
for the Williamson County Commissioners Court

\_\_\_\_\_  
Date

"H" Brace

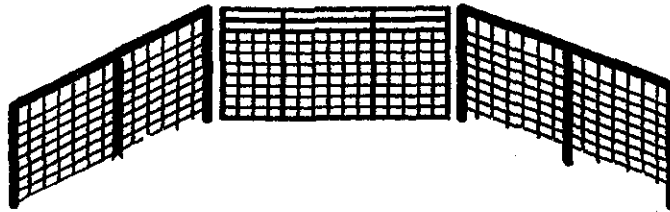


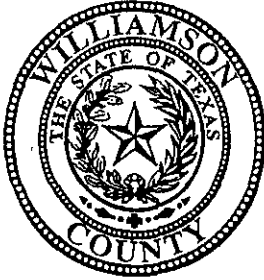
Turn Brace



## 20' Recessed Entrance

Construction: 20' 2 7/8" pipe rail, 2 7/8" pipe post spaced 10' apart,  
#6 gauge 4x4 mesh panels welded to rail and posts, 16' Lometa gate





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

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

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## INVITATION FOR BIDS

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### FENCING LABOR

**BID NUMBER: 03WCA009**

**BID OPENING DATE & TIME: JUNE 3, 2003 – 2:00 PM**

#### BID SUBMISSION

**DEADLINE:** Bids must be received in the Williamson County Auditor's Office prior to **2:00 PM on Tuesday, June 3, 2003**. At which time the bids will be opened in the Williamson County Auditor's Office on the 3rd floor of the County Courthouse.

**METHODS:** Sealed bids may be hand-delivered or mailed to the Williamson County Auditor's Office, Attn: Ginny Atkinson – Purchasing, Third (3rd) floor - Suite 303, Williamson County Courthouse (on the square), 710 Main Street, Georgetown, Texas 78626.

**FAX/EMAIL:** Facsimile and electronic mail transmittals are acceptable. For instructions regarding electronic submissions, please visit: <http://www.williamson-county.org/Procurement/info.html#EBids>. Failure to follow these instructions may cause your bid to be rejected.

#### BID REQUIREMENTS

**TRIPPLICATE:** All bids must be submitted in triplicate (1 original complete bid set and 2 copies of the bid set). The bid sets should be marked "original" or "copy". A "bid set" consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

**SEALED:** All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

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

**LEGIBILITY:** Bids must be legible and of a quality that can be reproduced.

**FORMS:** All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

**LATE BID:** Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

**RESPONSIBILITY:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

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

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

## AWARD

**THIRTY DAYS:** Awards should be made approximately thirty (30) days after the bid opening date. Results maybe obtained by contacting the Purchasing Contact.

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

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

**CONTRACT:** This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County.

The successful bidder may be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

**CONTRACT ADMINISTRATION:** Under this contract, Greg Bergeron, Director, Unified Road & Bridge, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioner's Court and the successful bidder.

**CONTRACT PERIOD(S):** The Initial Contract Period is Date of Award through September 30, 2003.  
Possible extensions include:

October 1, 2003 through September 30, 2004  
October 1, 2004 through September 30, 2005  
October 1, 2005 through September 30, 2006

**CONTRACT EXTENSIONS:** At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional thirty-six (36) months, with the terms and conditions remaining the same; and with a price escalation at renewal time each year of no more than the consumer price index for that year. The total period of this contract, including all extensions will not exceed a maximum combined period of forty (40) months. The extension of this contract is contingent on the appropriation of necessary funds by Commissioner's Court for the fiscal year in question. Upon the failure of

Commissioner's Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

## BID CONTACTS

### PURCHASING CONTACT:

Ginny Atkinson  
710 Main Street - Suite 303  
Georgetown, TX 78626  
(512) 943-1554  
gatkenson@willamson-county.org

### TECHNICAL CONTACT:

Greg Bergeron  
3151 S.E. Inner Loop - Suite B  
Georgetown, TX 78626  
(512) 943-3330  
roads@wilco.org

## MISCELLANEOUS

**FOB DESTINATION:** All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

**FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of bid opening for a fixed period of time. Unless the BID expressly states otherwise, this period shall be until the end of the current fiscal year on September 30, 2003. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best bid, but for no longer than the current fiscal year.

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

**FUNDING:** Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2002 thru September 30, 2003 fiscal year.

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

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

**DELIVERY:** The delivery time and location for the commodity and/or service covered by this bid shall be as stated in the various bid packages.

**PURCHASE ORDER:** If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful bidder for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

**PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna McKittrick, 943-1558 or Kathy Blankenship, 943-1557.

**CONFLICT OF INTEREST:** No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

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

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

**TERMINATION FOR DEFAULT:** Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to

be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

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

**COMPLIANCE WITH LAWS:** The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

## **WORKER'S COMPENSATION**

The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

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

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1554, or you may call the Texas Workers' Compensation Commission at (512) 440-3789.

**Workers' Compensation Insurance Coverage:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on

the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

## BID SPECIFICATIONS

ALL LABOR AND ITEMS WILL BE ORDERED ON AN "AS NEEDED" BASIS.



**AGENDA ITEM 20**

Consider donating storage racks and shelving units from Inner Loop Annex to Down Home Ranch.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Limmer**

Motion: To donate storage racks and shelving units from Inner Loop Annex to Down Home Ranch.

Vote: **5 - 0**

**AGENDA ITEM 21**

Consider rescinding item #7 from the June 10, 2003 Agenda.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To rescind item #7 from the June 10, 2003 Agenda.

Vote: **5 - 0**

**AGENDA ITEM 22**

Discuss and take appropriate action on a proposal that all out of county mental health case billings be sent to Constable Gary Griffin for verification before payment.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To authorize the County Attorney to send a letter to all the State Hospitals stating that all out of county mental health case billings be sent to Constable Gary Griffin for verification before payment.

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

**AGENDA ITEM 23**

Consider approving an interlocal agreement for police protection between Williamson County Sheriffs Office and the City of Liberty Hill, Texas.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To approve an interlocal agreement for police protection between Williamson County Sheriff's Office and the City of Liberty Hill, Texas, excluding: Page 2, item 1.A.9 Animal Control; and clarify on page 4, item 2.G. that the COUNTY agrees to require County personnel to use only CITY tickets when inside CITY limits when the County's personnel are working for the CITY.

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

< Attachment >