AGENDA ITEM # 4 October 7, 1997

Consider noting in minutes any right-of-way work on any county road done by Road & Bridge Unified System, or any road cuts.

Moved: Judge Doerfler
Seconded: Commissioner Hays
Motion: To note the following utility requests in the minutes:

Chisholm Trail Special Utility District for road bore on Ridgewood Road East in North Lake Subdivision.

General Telephone & Electronics for bores on County Roads 100, 104, 106, 120, 126 and 192.
Vote: Motion carried 4 - 0

< Clerk copy here >

WILLIAMSON COUNTY URS
Utility Requests - 10/07/97

Precinct I

Precinct II

Precinct III

A. GTE
1. CR 192 - Bore
2. CR 126 - Bore
3. CR 104 - Bore
4. CR 106 - Bore
5. CR 100 - Bore
6. CR 120 - Bore

B. Chisholm Trail S.U.D.
1. Ridgewood Road E(North Lake Sub.) - Bore

Precinct IV

A. GTE
1. CR 192 - Bore(same as Pct. III above)
2. CR 100 - Bore(same as Pct. III above)

noted 10-7-97
John C. Doerfler

VOL 0092 PAGE 608

Weight
Ridgewood East

GREG BERGERON
COUNTY ROAD ADMINISTRATOR

1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

UTILITY INSTALLATION REQUEST

DATE: 9-24-97 ROAD CUT PERMIT

TO: Williamson County Commissioners' Court
c/o County Engineer, County Road Administrator or County Commissioner

Formal notice is hereby given that Chisholm Trail S.U.D. proposes to place a 1" & 1 3/4" water line within the right-of-way of Ridgewood Road east County Road as follows: 1 3/4" line and a 1" line will be placed in a 2" casing to serve 2 meters. The pavement is 15' from the North & South side of the road, the waterline is on the South side of the road, and is 5' from the pavement, width of pavement is 21' and the line is 2" deep. The location and description of the proposed line and appurtenances is more fully shown on the drawing attached hereto. The line will be constructed & maintained on the County right-of-way in accordance with current Williamson County Specifications as directed by the County Engineer, County Road Administrator or County Commissioner.

Construction will begin on or after the 26 day of September 19 97, and is estimated to be completed in 1 calendar days.

SUBMITTED BY FIRM: CHISHOLM TRAIL SPECIAL UTILITY DISTRICT AUTHORIZED
SIGNATURE: [signature] TITLE: General Manager FIRM ADDRESS: P O Box 249
PHONE #817/793-3103 Florence, Tx 76527
CONTRACTOR (IF DIFFERENT FROM FIRM): _____
AUTHORIZED SIGNATURE: _____ TITLE: _____
ADDRESS: _____ PHONE # _____

Precinct #: 3

APPROVAL

40

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

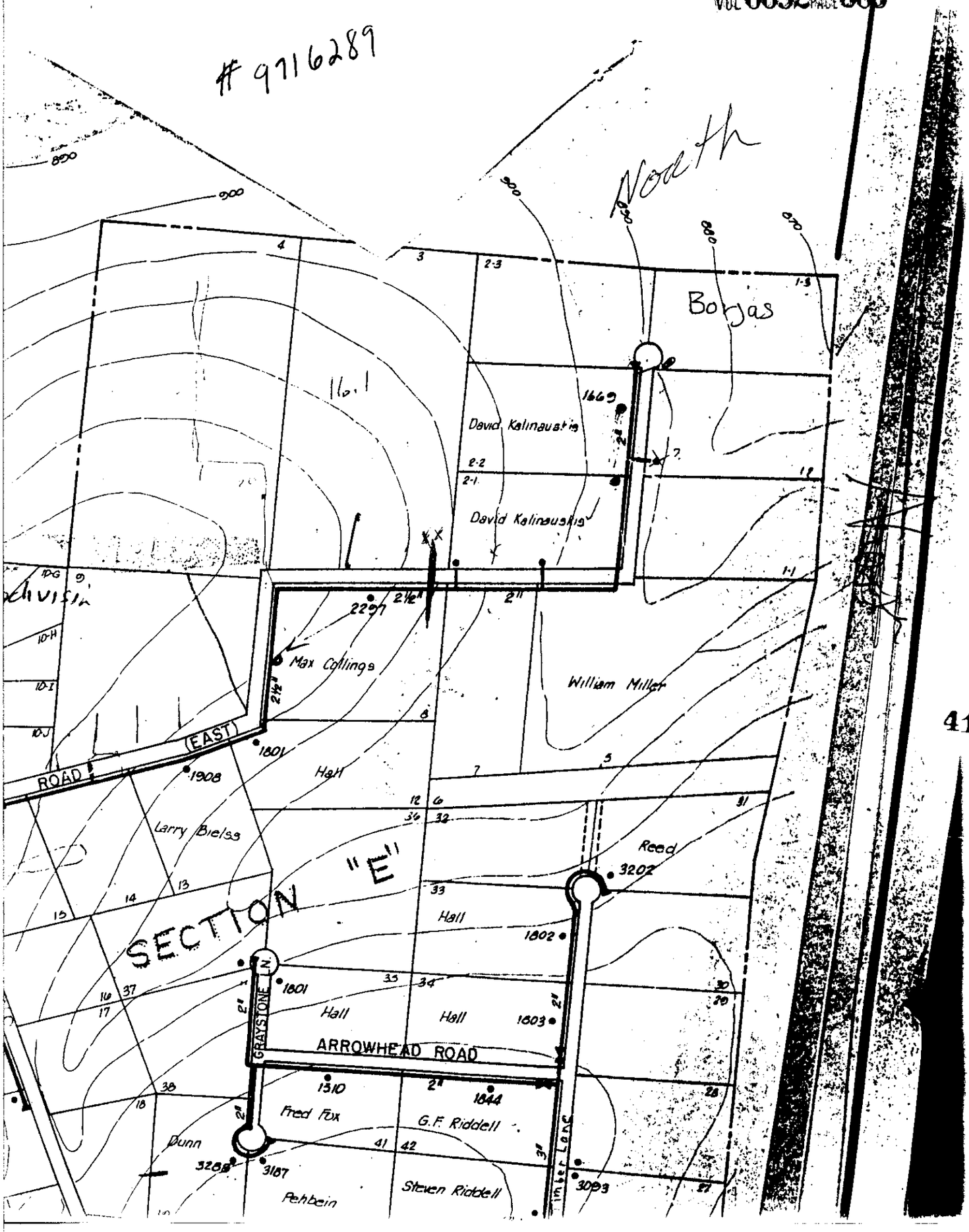
10-1-97
Bore
R.J.

APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

BY: [signature]
COUNTY ROAD ADMINISTRATOR

DATE: 10/3/97

9716289


North
Borjas
David Kalinauskas
David Kalinauskas
Max Collings
William Miller
Hall
Larry Bielss
Reed
SECTION "E"
Hall
Hall
Hall
ARROWHEAD ROAD
GRAYSTONE LN.
ROAD (EAST)
Fred Fox
G.F. Riddell
Dunn
Pehbein
Steven Riddell
Timber Lane

GREG BERGERON
County Road Administrator

1900 Georgetown Loop, Ste. B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

When specifically agreed to in writing and signed by a Williamson County Commissioner, or the County Road Administrator, Williamson County will permit the cutting of a roadbed in lieu of core drilling, provided the contractor or contractors agree to the following installation:

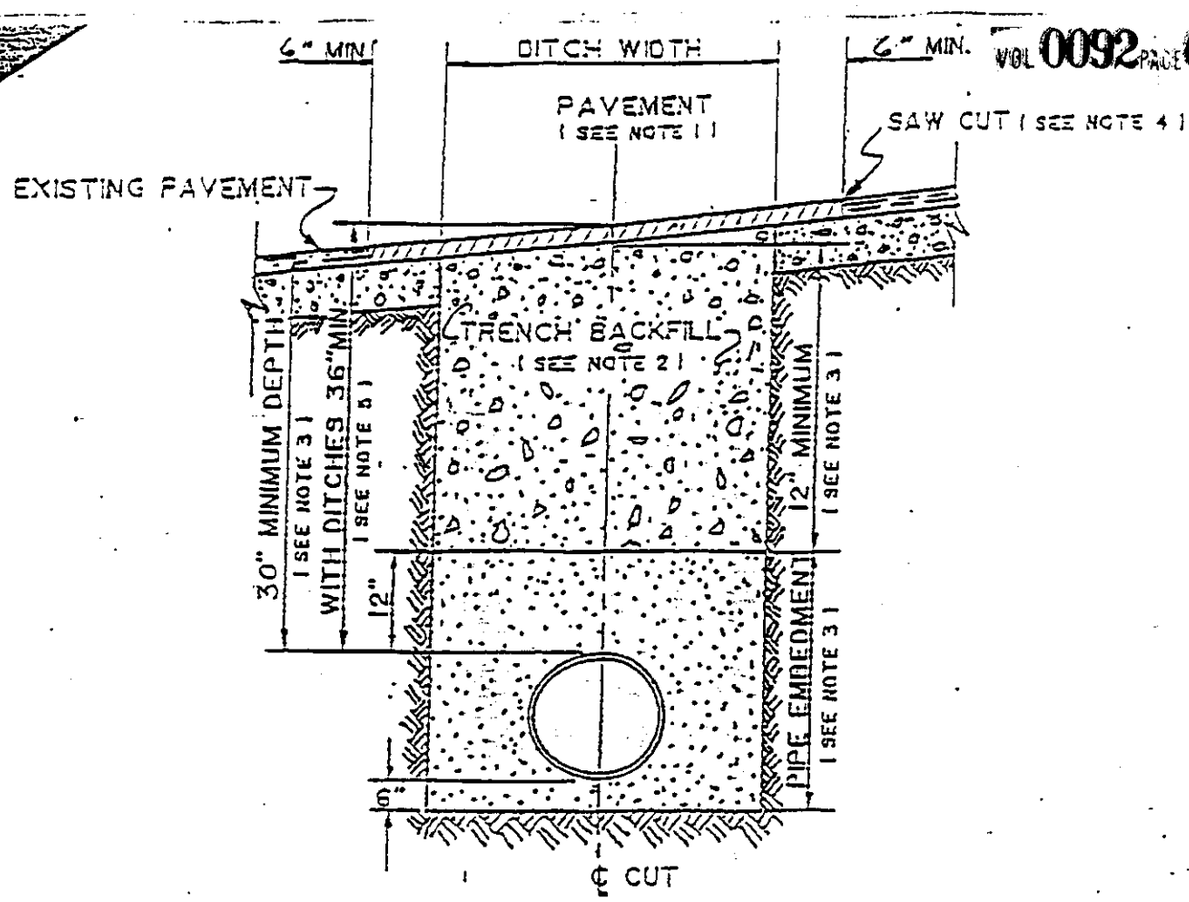
SPECIFICATION FOR CUTTING ROADBED IN LIEU OF CORE DRILLING

1. Compacted base material with concrete cap.
2. The utility shall be placed a minimum of 30" below the flow line.
3. Layer compacted and topped with 3" hot mix asphalt.
4. A performance bond, or other securities agreed upon by the County, must be pledged in the amount of the estimated cost of the road repairs, as agreed to by the contractor and Williamson County, prior to the commencing of a cutting of the roadbed.
5. A road cut permit fee, in the amount of $120.00 per roadbed cut, must be submitted to the County Road Administrator's office prior to cutting the roadbed.

SPECIFICATION FOR CUTTING ROADBED IN LIEU OF CORE DRILLING WITHIN AUSTIN ETJ

1. Roadbed cuts to be repaired in accordance with City of Austin specifications as outlined in their standard Specifications for Cuts in Public Right of Way Manual.
2. The utility shall be placed a minimum of 30" below the flow line.
3. The installation to be free from defects for a period of one (1) year from completion date. Any maintenance required during this period, caused by the cutting of a road, will be done by the contractor or contractors without cost to the County.
4. A performance bond, or other securities agreed upon by the County, must be pledged in the amount of the estimated cost of the road repairs, as agreed to by the contractor and County, prior to the commencing of a cutting of the roadbed.
5. A roadbed cut permit fee, in the amount of $120.00 per roadbed cut, must be submitted to the County Road Administrator's office prior to cutting the roadbed.

This agreement must be entered into prior to the commencing of the cutting of a roadbed.



1. Hot mix asphalt 1 1/2" min. thickness. Roll in place to match existing surface. ± 1/8" tolerance.

2. Trench backfill shall be flexible base, compacted to 95% optimum in 8" layers unless otherwise approved and specified. Flexible base to match existing base thickness or 8 inches, whichever is greater (specifications: TSHD Item 248, Type A, Grade 2).

3. Pipe embedment (pipe envelope) size and materials shall be as specified elsewhere by the utility company and/or its engineers. Pipe depth shall be as specified elsewhere provided minimum depths are met.

4. Saw cut shall be made prior to ditch cut. If pavement is damaged during cut, a new saw cut shall be made beyond the damaged area and new pavement placed.

5. Where roadside ditches (bar ditches) are crossed by the utility pipe, minimum depth to the top of the pipe from centerline road elevation will be 36".

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5428 7F001 AQ

GREG BERGERON
COUNTY ROAD ADMINISTRATOR

1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

UTILITY INSTALLATION REQUEST

DATE: 9/25/97

TO: Williamson County Commissioners' Court
c/o County Engineer, County Road Administrator or County Commissioner

Formal notice is hereby given that GTE proposes to place a RD BORE & FIBER CABLE line within the right-of-way of 100 County Road as follows: WEST TO EAST RD BORE F/ A DISTANCE of 35'

The location and description of the proposed line and appurtenances is more fully shown on the drawing attached hereto. The line will be constructed & maintained on the County right-of-way in accordance with current Williamson County Specifications as directed by the County Engineer, County Road Administrator or County Commissioner.

Construction will begin on or after the 15 day of OCT 1997, and is estimated to be completed in 90 calendar days.

SUBMITTED BY FIRM: GTE AUTHORIZED
SIGNATURE: Billy Tilson TITLE: CIT FIRM ADDRESS: 1700 N. Austin Ave Georgetown TX PHONE # 512 869-2241
CONTRACTOR (IF DIFFERENT FROM FIRM): _____
AUTHORIZED SIGNATURE: _____ TITLE: _____
ADDRESS: _____ PHONE # _____

Precinct #: 3 & 4

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

10-2-97

APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

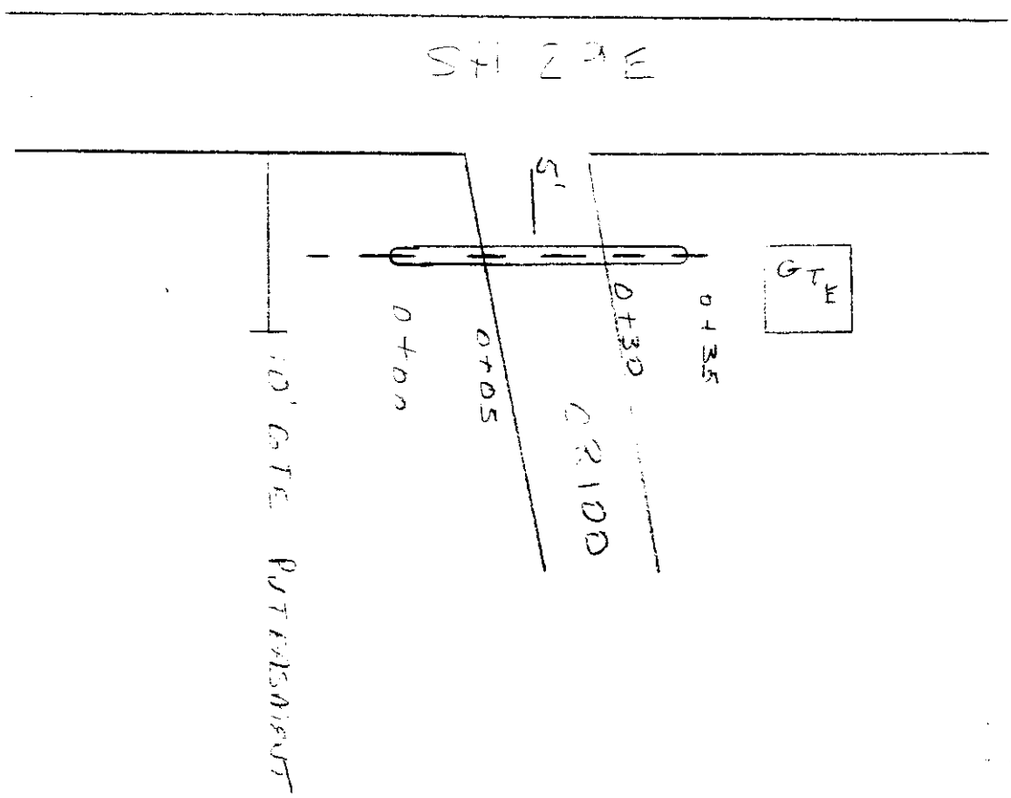
Bore

BY: Greg Bergeron
COUNTY ROAD ADMINISTRATOR

44

Rd.

DATE: 10/3/97



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MC 600664
FORM ED-172
(REV. 6-78)

AREA
TAX DIST.
ENG'ND BY BSharp DATE 9/25/97
DRAWN BY DATE
APPROVED BY DATE
REVISED BY DATE
SCALE

N

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST

LOCATION GEC 269 town
DESCRIPTION Wm Co Prem +
CR100

SHEET 1 OF 1 W. O. NO. 7F001AQ

S428(7F001AR

VOL 0092 PAGE 614

GREG BERGERON
COUNTY ROAD ADMINISTRATOR

1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

UTILITY INSTALLATION REQUEST

DATE: 9-25-97

TO: Williamson County Commissioners' Court
c/o County Engineer, County Road Administrator or County Commissioner

Formal notice is hereby given that GTE proposes to place a BURIED CABLE (FIBER) line within the right-of-way of 104 County Road as follows: CROSSING CR 104 EAST TO WEST W/A 35' BORE

The location and description of the proposed line and appurtenances is more fully shown on the drawing attached hereto. The line will be constructed & maintained on the County right-of-way in accordance with current Williamson County Specifications as directed by the County Engineer, County Road Administrator or County Commissioner.

Construction will begin on or after the 15 day of OCT 1997, and is estimated to be completed in 90 calendar days.

SUBMITTED BY FIRM: GTE AUTHORIZED SIGNATURE: Billy Shaw TITLE: OPT FIRM ADDRESS: 1700 N AUSTIN AVE PHONE # 512-869-3241
CONTRACTOR (IF DIFFERENT FROM FIRM): _____
AUTHORIZED SIGNATURE: _____ TITLE: _____
ADDRESS: _____ PHONE # _____

Precinct #: 3

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

10-2-97

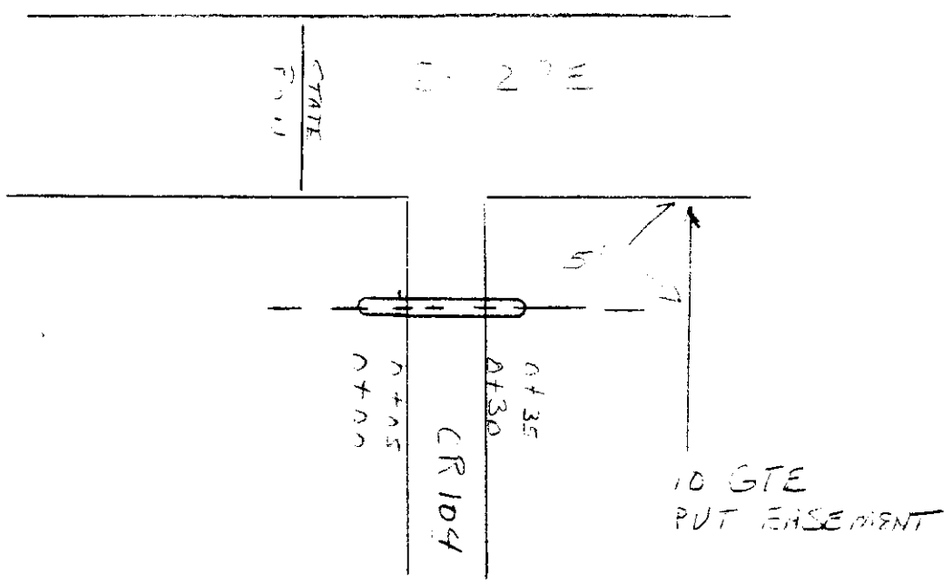
APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

BY: Greg Bergeron
COUNTY ROAD ADMINISTRATOR

Bore

DATE: 10/3/97

R.J.



CABLE TO BE PLACED 5' INSIDE GTE EASEMENT

47

MC 600664
FORM ED-172
(REV. 6-78)

AREA	GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
TAX DIST.	LOCATION GEORGETOWN
ENGR'D BY BSHARP DATE 9/25/97	DESCRIPTION ROAD BORE CR #104
DRAWN BY DATE	
APPROVED BY DATE	
REVISED BY DATE SCALE	SHEET 1 OF 1 W. O. NO. 7F001AQ

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54281 7F0014Q

GREG BERGERON
COUNTY ROAD ADMINISTRATOR

1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

UTILITY INSTALLATION REQUEST

DATE: 9/25/97

TO: Williamson County Commissioners' Court
c/o County Engineer, County Road Administrator or County Commissioner

Formal notice is hereby given that GTE proposes to place a RD Bore & Fiber Cable line within the right-of-way of CR 106 County Road as follows: WEST TO EAST ACROSS CR 106 FI A DISTANCE OF 35'

The location and description of the proposed line and appurtenances is more fully shown on the drawing attached hereto. The line will be constructed & maintained on the County right-of-way in accordance with current Williamson County Specifications as directed by the County Engineer, County Road Administrator or County Commissioner.

Construction will begin on or after the 15 day of OCT 19 97, and is estimated to be completed in _____ calendar days.

SUBMITTED BY FIRM: GTE AUTHORIZED
SIGNATURE: Billy J Stars TITLE: opr FIRM ADDRESS: 1700 N. AUSTIN AV, Georgetown PHONE # 512-869-2241
CONTRACTOR (IF DIFFERENT FROM FIRM): _____
AUTHORIZED SIGNATURE: _____ TITLE: _____
ADDRESS: _____ PHONE # _____

Precinct #: 3

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

10-2-97

APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

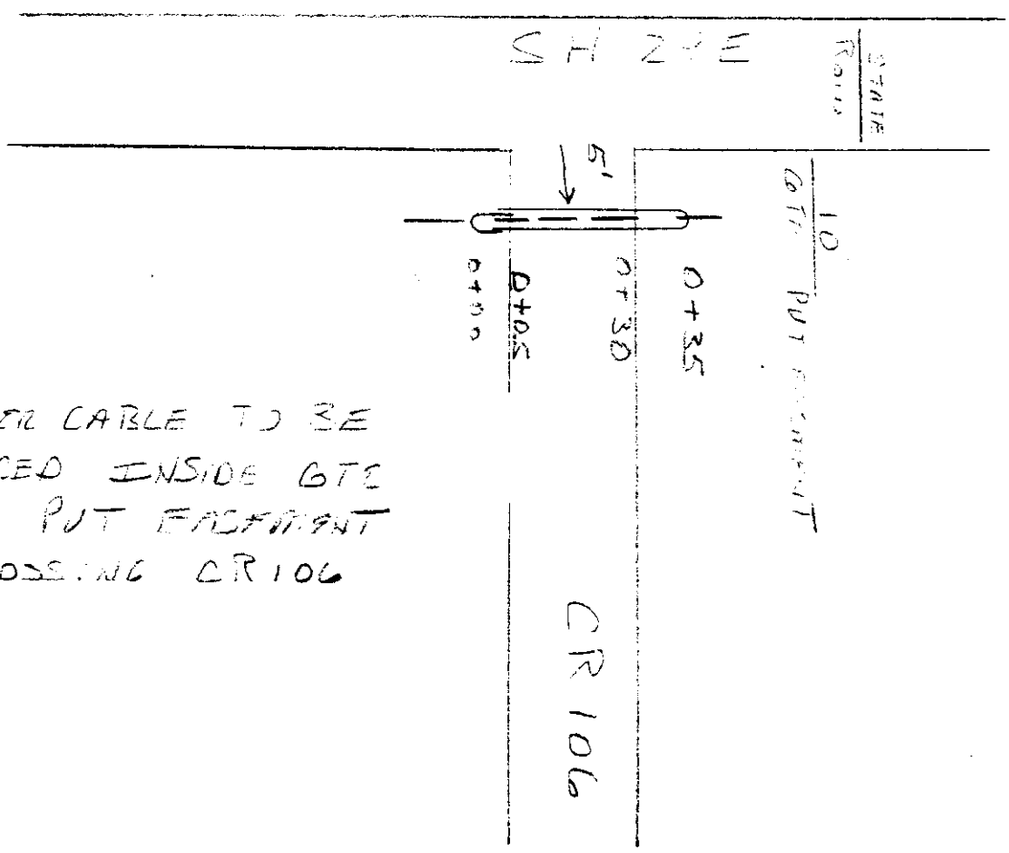
Bore

BY: ~~10/3/97~~ Greg Bergeron
COUNTY ROAD ADMINISTRATOR

DATE: 10/3/97

Rd.

48



FIBER CABLE TO BE PLACED INSIDE GTE 10' PUT EASEMENT CROSSING CR 106

MC 600664
FORM ED-172
(REV. 6-78)

AREA _____
TAX DIST. _____
ENGINED BY _____ DATE _____
DRAWN BY _____ DATE _____
APPROVED BY _____ DATE _____
REVISED BY _____ DATE _____ SCALE _____

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST

LOCATION _____
DESCRIPTION _____

SHEET _____ OF _____ W. O. NO.

54281 7F001A2

VOL 0092 PAGE 618

GREG BERGERON
COUNTY ROAD ADMINISTRATOR

1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

UTILITY INSTALLATION REQUEST

DATE: 9/25/97

TO: Williamson County Commissioners' Court
c/o County Engineer, County Road Administrator or County Commissioner

Formal notice is hereby given that GTE proposes to place a 120 Bore & FIBER CABLE line within the right-of-way of CR 120 County Road as follows: WEST TO EAST W/A 35' ROAD BORE

The location and description of the proposed line and appurtenances is more fully shown on the drawing attached hereto. The line will be constructed & maintained on the County right-of-way in accordance with current Williamson County Specifications as directed by the County Engineer, County Road Administrator or County Commissioner.

Construction will begin on or after the 15 day of OCT 1997, and is estimated to be completed in 90 calendar days.

SUBMITTED BY FIRM: GTE AUTHORIZED
SIGNATURE: Bill Ram TITLE: OPT FIRM ADDRESS: 1200 N AUSTIN AVE GEORGETOWN 78626 PHONE # 512-869-2241
CONTRACTOR (IF DIFFERENT FROM FIRM): _____
AUTHORIZED SIGNATURE: _____ TITLE: _____
ADDRESS: _____ PHONE # _____

Precinct #: 3

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

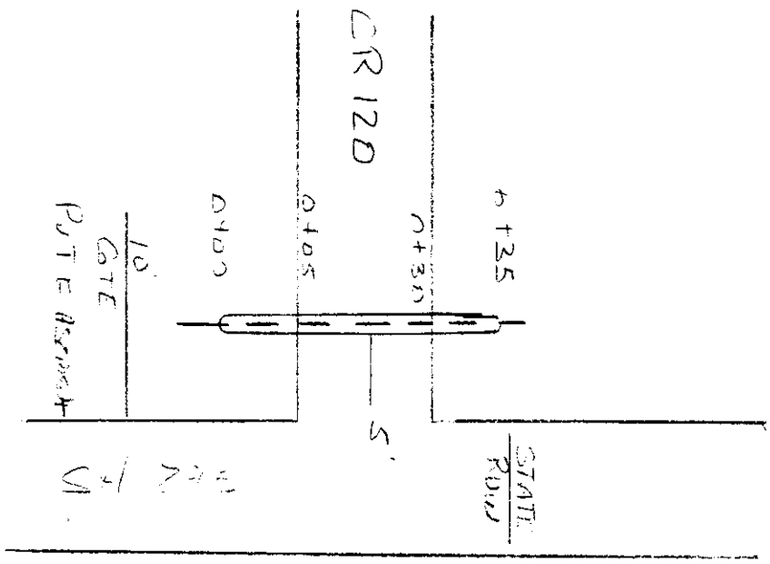
10-2-97 Bore R-1.

APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

BY: Greg Bergeron
COUNTY ROAD ADMINISTRATOR

DATE: 10/3/97

50



MC 600664
FORM ED-172
(REV. 6-78)

AREA		GENERAL TELEPHONE COMPANY OF THE SOUTHWEST
TAX DIST.		LOCATION GEORGETOWN
ENG'ND BY B Shaad	DATE 9/23/97	DESCRIPTION Wind Permit Bore CR 120
DRAWN BY	DATE	
APPROVED BY	DATE	
REVISED BY	DATE	SHEET 1 OF ___ W. O. NO. 7F001AQ
	SCALE	

S428/ 7F001A2

VOL 0092 PAGE 620

GREG BERGERON
COUNTY ROAD ADMINISTRATOR

1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

UTILITY INSTALLATION REQUEST

DATE: 9/25/97

TO: Williamson County Commissioners' Court
c/o County Engineer, County Road Administrator or County Commissioner

Formal notice is hereby given that GTE proposes to place a RD BORE & FIBER CABLE line within the right-of-way of CR 126 County Road as follows: WEST TO EAST CROSSING CR 126 F/ A DISTANCE OF 35'

The location and description of the proposed line and appurtenances is more fully shown on the drawing attached hereto. The line will be constructed & maintained on the County right-of-way in accordance with current Williamson County Specifications as directed by the County Engineer, County Road Administrator or County Commissioner.

Construction will begin on or after the 15 day of OCT 1997 and is estimated to be completed in 90 calendar days.

SUBMITTED BY FIRM: GTE AUTHORIZED SIGNATURE: Bill Van TITLE: OPT FIRM ADDRESS: 1700 N HUSTIN AVE GEORGETOWN TX PHONE # 512-867-2241
CONTRACTOR (IF DIFFERENT FROM FIRM):
AUTHORIZED SIGNATURE: TITLE:
ADDRESS: PHONE #

Precinct #: 3

APPROVAL

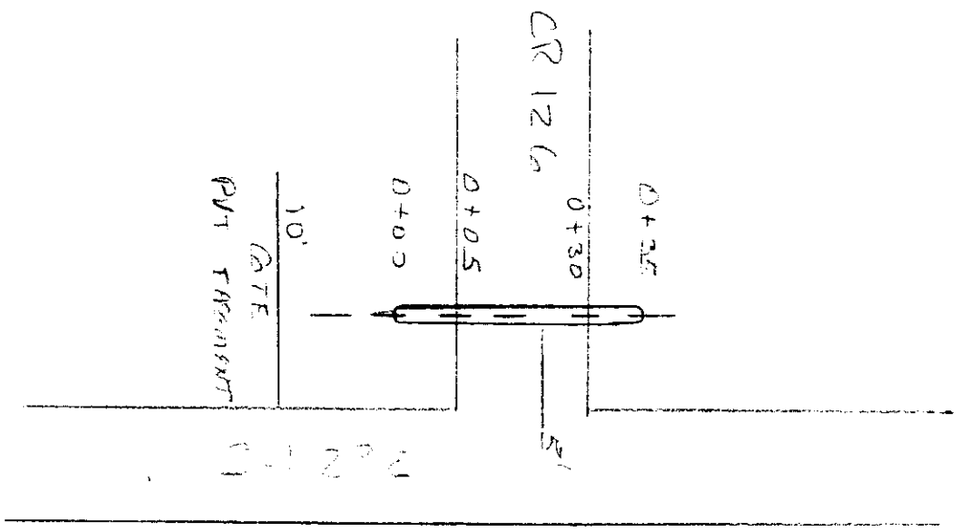
This application is hereby approved subject to the following understandings and restrictions.

It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

10-2-97 APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

Bore BY: [signature]
COUNTY ROAD ADMINISTRATOR

Rd DATE: 10/3/97



MC 600664
FORM ED-172
(REV. 6-78)

AREA
TAX DIST.
ENG'ND BY BSmith DATE 9/25/97
DRAWN BY DATE
APPROVED BY DATE
REVISED BY DATE
SCALE

N

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST

LOCATION GEORGETOWN
DESCRIPTION WMCO BORE Permit
CR 126

SHEET 1 OF 1
W. O. NO. 7F001AQ

54281 2Fcc 17 Q

VOL 0092 PAGE 622

GREG BERGERON
COUNTY ROAD ADMINISTRATOR

1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

UTILITY INSTALLATION REQUEST

DATE: 9/25/97

TO: Williamson County Commissioners' Court
c/o County Engineer, County Road Administrator or County Commissioner

Formal notice is hereby given that GTE proposes to place a RD BORE & FIBER CABLE line within the right-of-way of CR 192 County Road as follows: WEST TO EAST CROSSING CR 192 FIA DISTANCE OF 35'

The location and description of the proposed line and appurtenances is more fully shown on the drawing attached hereto. The line will be constructed & maintained on the County right-of-way in accordance with current Williamson County Specifications as directed by the County Engineer, County Road Administrator or County Commissioner.

Construction will begin on or after the 15 day of OCT 1997, and is estimated to be completed in 90 calendar days.

SUBMITTED BY FIRM: GTE AUTHORIZED
SIGNATURE: Bill Flan TITLE: OPT FIRM ADDRESS: 1700 N AUSTIN AVE GEORGETOWN 78626 PHONE # 512-865-2241
CONTRACTOR (IF DIFFERENT FROM FIRM): _____
AUTHORIZED SIGNATURE: _____ TITLE: _____
ADDRESS: _____ PHONE # _____

Precinct #: 3 & 4

APPROVAL

This application is hereby approved subject to the following understandings and restrictions.

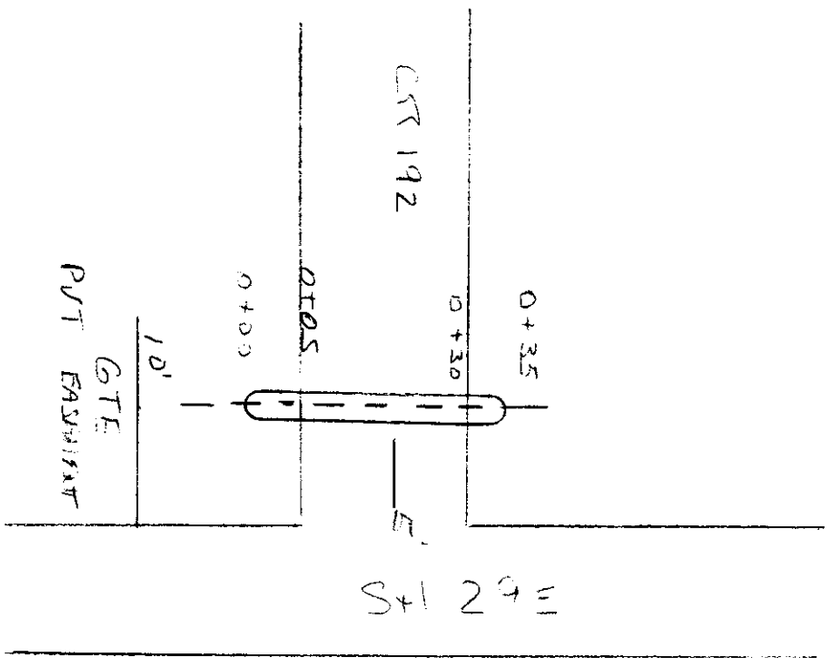
It is expressly understood that the said County Commissioners' Court does not imply hereby to grant any right, claim, title or easement in or upon this County Road; and it is further understood that in the future, should Williamson County, for any reason, need to work, improve, relocate, widen, increase, add to, decrease, or in any manner change the structure of this road or right-of-way, this line, if affected, will be moved at the direction of the Williamson County Engineer or County Commissioner. This installation work shall not damage any part of the roadway and adequate provisions shall be made to cause a minimum of inconvenience to traffic and adjacent property owners.

10-2-97 APPROVED BY WILLIAMSON COUNTY COMMISSIONERS' COURT

Bore BY: Greg Bergeron
COUNTY ROAD ADMINISTRATOR

R-J. DATE: 10/3/97

54



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MC 600664
FORM ED-172
(REV. 6-78)

AREA
TAX DIST.
ENGIND BY R. SHARP DATE 9/25/9
DRAWN BY DATE
APPROVED BY DATE
REVISED BY DATE
SCALE

N

GENERAL TELEPHONE COMPANY
OF THE SOUTHWEST

LOCATION GEORGETOWN
DESCRIPTION WM CO BORE PERMIT
CR 192

SHEET 1 OF 1
W. O. NO. 7F0014Q

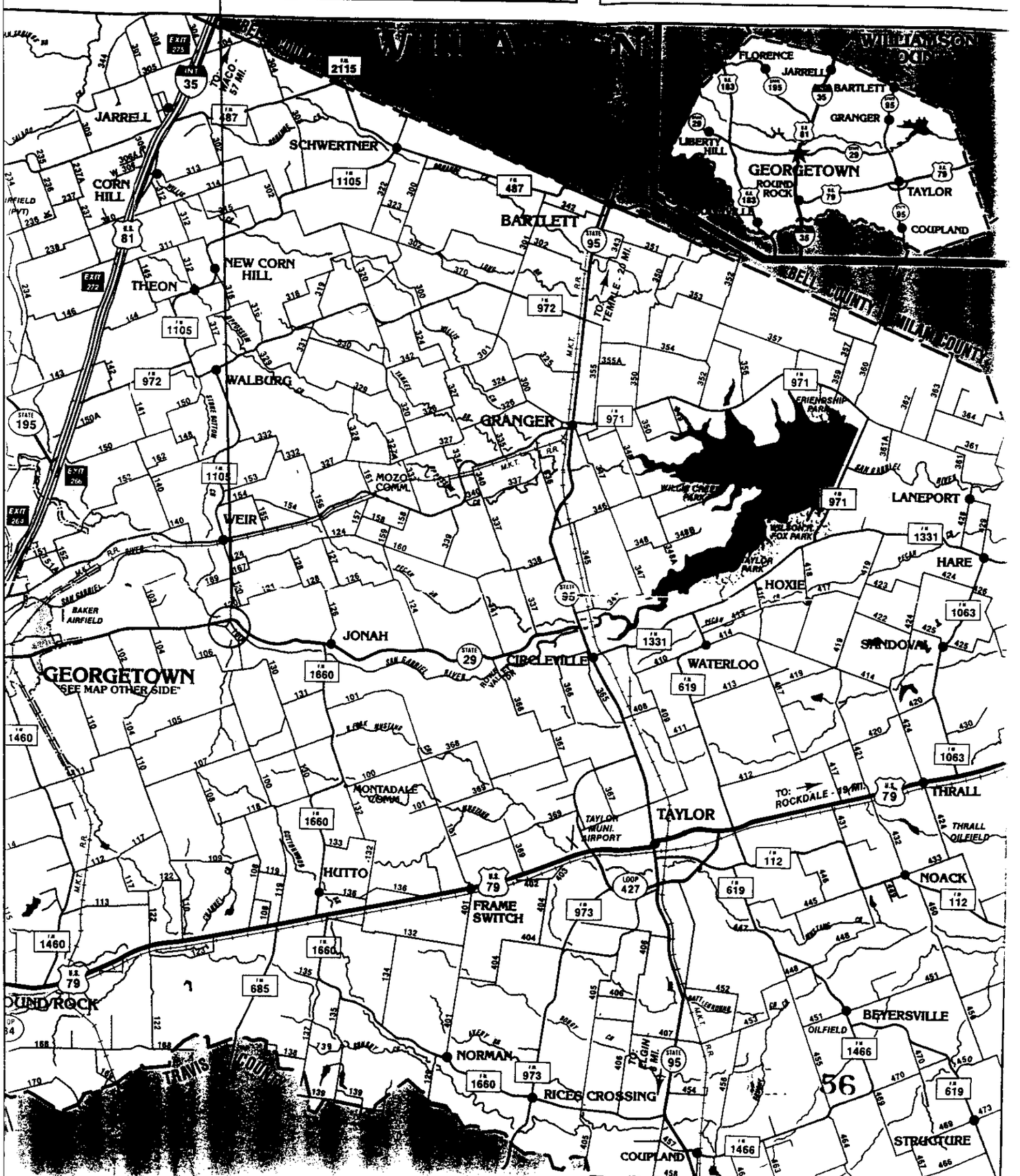
VOL 0092 PAGE 624

...ut-ins
...) 717-2113

...can do for your bulk fuel or oil needs.
(512) 863-2921
723 W. University Ave.
Georgetown, Texas

• Phase I, II, III, Site Assessments
• Lab Packing
• Site Remediation
• Spill Response

1-800-348-PAJER



GREG BERGERON
County Road Administrator

1900 Georgetown Loop, Ste. B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

When specifically agreed to in writing and signed by a Williamson County Commissioner, or the County Road Administrator, Williamson County will permit the cutting of a roadbed in lieu of core drilling, provided the contractor or contractors agree to the following installation:

SPECIFICATION FOR CUTTING ROADBED IN LIEU OF CORE DRILLING

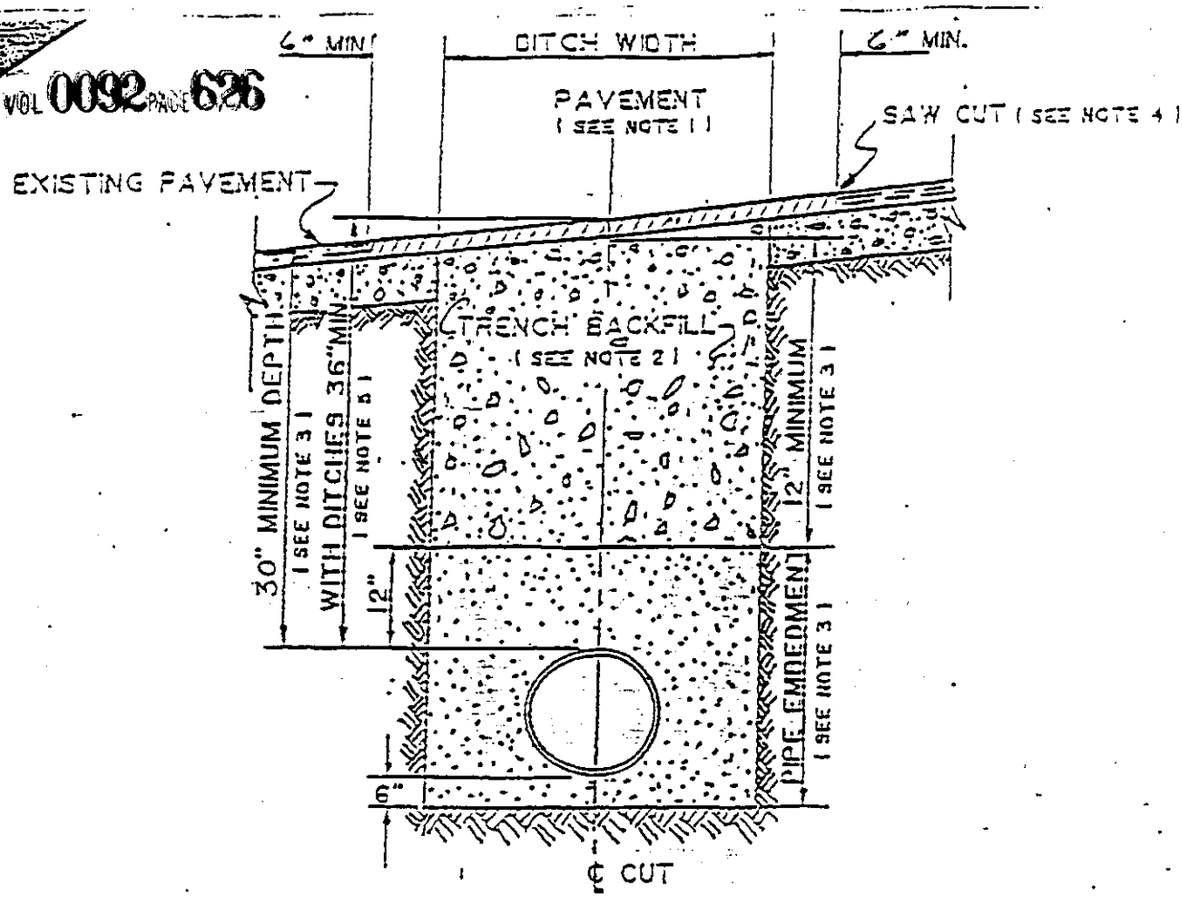
1. Compacted base material with concrete cap.
2. The utility shall be placed a minimum of 30" below the flow line.
3. Layer compacted and topped with 3" hot mix asphalt.
4. A performance bond, or other securities agreed upon by the County, must be pledged in the amount of the estimated cost of the road repairs, as agreed to by the contractor and Williamson County, prior to the commencing of a cutting of the roadbed.
5. A road cut permit fee, in the amount of $120.00 per roadbed cut, must be submitted to the County Road Administrator's office prior to cutting the roadbed.

SPECIFICATION FOR CUTTING ROADBED IN LIEU OF CORE DRILLING WITHIN AUSTIN ETJ

1. Roadbed cuts to be repaired in accordance with City of Austin specifications as outlined in their standard Specifications for Cuts in Public Right of Way Manual.
2. The utility shall be placed a minimum of 30" below the flow line.
3. The installation to be free from defects for a period of one (1) year from completion date. Any maintenance required during this period, caused by the cutting of a road, will be done by the contractor or contractors without cost to the County.
4. A performance bond, or other securities agreed upon by the County, must be pledged in the amount of the estimated cost of the road repairs, as agreed to by the contractor and County, prior to the commencing of a cutting of the roadbed.
5. A roadbed cut permit fee, in the amount of $120.00 per roadbed cut, must be submitted to the County Road Administrator's office prior to cutting the roadbed.

This agreement must be entered into prior to the commencing of the cutting of a roadbed.

VOL 0092 PAGE 626



1. Hot mix asphalt 1 1/2" min. thickness. Roll in place to match existing surface. ± 1/8" tolerance.

2. Trench backfill shall be flexible base, compacted to 95% optimum in 8" layers unless otherwise approved and specified. Flexible base to match existing base thickness or 8 inches, whichever is greater (specifications: TSHD Item 248, Type A, Grade 2).

3. Pipe embedment (pipe envelope) size and materials shall be as specified elsewhere by the utility company and/or its engineers. Pipe depth shall be as specified elsewhere provided minimum depths are met.

4. Saw cut shall be made prior to ditch cut. If pavement is damaged during cut, a new saw cut shall be made beyond the damaged area and new pavement placed.

5. Where roadside ditches (bar ditches) are crossed by the utility pipe, minimum depth to the top of the pipe from centerline road elevation will be 36".

AGENDA ITEM # 5 October 7, 1997

Consider noting in the minutes closure of various roads in Brushy Creek for Hairy Man Festival/5K Run beginning at 11 a.m. to 8 p.m., Saturday, October 25, 1997.

Moved: Commissioner Boatright
Seconded: Judge Doerfler
Motion: To note in minutes closure of various roads in Brushy Creek for Hairy Man Festival/5K Run beginning at 11 a.m. to 8 p.m., Saturday, October 25, 1997.
Vote: Motion carried 4 - 0

< Clerk copy here >

BRUSHY CREEK
Municipal Utility District

901 Great Oaks Drive • Round Rock, Texas 78681 - 2506
(512) 255-7871 FAX (512) 255-0332

May 20, 1997

County Commissioner Hays
515 Pine Street
Georgetown, Texas 78626

VIA FAX # 930-4462

Dear David,

On Saturday, October 25 (rain-date October 26) from 1-7 p.m. the Brushy Creek community is once again hosting The Hairy Man Festival, a family charitable event benefitting area food banks serving Williamson County, the Hill Country, and north rural Travis County. Additionally, several dozen booths are sponsored by area school clubs, civic groups, charities and homeowner associations as fund raisers.

We are requesting permission to close the following roads from 11 a.m. - 8 p.m.:

- Northbound O'Connor from Liberty Walk to East Dorman be closed and 2-way traffic on southbound side
- East Dorman from O'Connor to Margay closed
- Sabertooth from East Dorman to Margay closed
- Close Margay

Additionally, we would like to post "No Parking" alongside the park at Liberty Walk (north side).

The closing of the section of O'Connor is for horse and surrey rides operating from the O'Connor parking lot to Dorman-Sabertooth-Margay-Dorman for a loop ride back to the parking lot.

Additionally, the Hairy Man 5-K will begin and end at O'Connor/Liberty Walk, with 200-300 runners expected to congregate. The Hairy Man 5-K is expected to affect traffic from 5 to 6pm. The Round Rock Runners Club's plan for addressing the road closures for the 5-K is attached for additional consideration by the Court.

The MUD will be able to provide a certain amount of traffic barricades and cones but we would need additional material including the traffic directional signage to make these detours as easy as possible for the public. I am also asking that the Constable's Office provide officers to direct traffic and assist pedestrians in getting to the park and particularly exiting to 620 after the Festival closes. I've already obtained commitments from Williamson Co. EMS and the Sam Bass Volunteer Fire Department for the duration of the Festival, including an ambulance for the 5-K.

Thank you in advance for your assistance with these requests. Please let me know I can provide additional information. I will be out of town October 14th and understand there is not Court on the 21st, so can I request this appear on the October 7th agenda?

Very truly yours,

approved 10-7-97
John C. Doerfler

Lisa Cohen Quay
Board of Directors

cc: Constable Jaroszewski
Joe England

COM_HAYS.2.56

RECEIVED 10/1/97

PETTING ZOO
■
HAUNTED HOUSE
■
PONY RIDES
■
MOON WALK
■
SAFE TRICK OR TREATING FROM 6-7 PM

HAIRY MAN FESTIVAL

FOOD & GAMES
■
HAYRIDES
■
ARTS & CRAFTS
■
TRAIN RIDES
■
HAIRIEST MAN CONTEST AT 6PM
■
GREAT PRIZES

INAUGURAL
HAIRY MAN 5-K
FUN RUN/WALK-5PM

WHEN?
SATURDAY
OCTOBER 25
1-7 PM

WHERE?
CAT HOLLOW PARK
On O'Connor, Off 620
Between IH-35 & 183

HOW? ONE NON-PERISHABLE FOOD ITEM OR $1 PER PERSON

WHY?

The Festival is a charitable event benefitting Williamson County area Food Banks and all booths are fund raisers for local civic groups, homeowner associations, school clubs, churches and more.

BRUSHY CREEK Municipal Utility District

KICK 92.1 FM

THE VILLAGES OF WEST ROUND ROCK

CAT HOLLOW

FIRST TEXAS BANK BRUSHY CREEK BRANCH

PACE TRAVEL INC

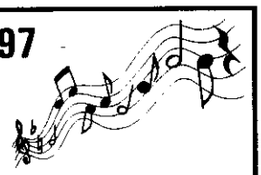
MORNING STAR

Brushy Creek Women's Forum — Family Friends Community

BRIDGEFARMER'S CUSTOM TROPHY — FAMILY OWNED AND OPERATED SINCE 1974

Lone Star Printing, Highland Resources Inc., Wal-Mart Super Store 183 & 620, Round Rock Refuse, Signs To Go

ENTERTAINMENT STAGE 1997



Featuring:

Two O'Clock Courage Celtic Band
Lee Person Boogie Blues Band
McNeil Majestics Drill Team
Cedar Valley Middle School Band
Acrotex Gymnastics Demonstration
Dance Dimensions Dance Troop
Round Rock Martial Arts Demonstration
Rosebud Performing Group

»→NEW FOR 1997←«
INAUGURAL HAIRY MAN 5-K FUN RUN/WALK
→5 PM←

Applications available at BCMUD and Run-Tex (183 location). Info call (512)218-9617.

First 50 kids who bring this flyer and their run number to festival information booth will receive a free water bottle.

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GAMES/ACTIVITIES

- Free Petting Zoo, 1-5pm
- Haunted House
- Moonwalk
- Face Painting
- Horse-Drawn Hayrides
- Pony Rides, 1-5pm
- Train Rides
- Cake Walk
- Fishing Wall
- Ring Toss
- Duck Pond, Lollipop Board
- Photo Booth
- Bean Bag Toss
- Football Toss
- Basketball Toss

Food, Snacks and Drinks For Sale

Register to win a free bike at the Haunted House courtesy of Prudential Insurance

SAFE TRICK-OR-TREATING 6-7 P.M.

VOLUNTEERS NEEDED TO WORK HAIRY MAN FESTIVAL

Volunteers are needed for two-hour shifts. Free Hairy Man T-Shirt. For more information, call Lisa at 255-7871 x 554.

ARTS AND CRAFTS BOOTHS STILL AVAILABLE CALL (512)310-9793

PARTICIPATING COMMUNITY GROUPS

Brushy Creek Marlins, Brushy Creek North Neighborhood Assoc., Brushy Creek Women's Forum, Cat Hollow Neighborhood Assoc., Cedar Park Kiwanis, Circle of Friends-Round Rock Chapter, For the Love of Christi, Highlands Homeowner's Assoc., McNeil FFA Boosters, McNeil Majestics, Parents Without Partners, Round Rock Majic Cheerleaders, Round Rock Rockettes Cheerleaders, Round Rock United Way, St. Philips Agape Class, St. Williams Youth Group, San Gabriel Foster Care Assoc., Village of Brushy Creek Homeowner's Assoc., Williamson County YMCA, Woods of Brushy Creek Homeowner's Assoc.

BENEFITTING FOOD BANKS

Hill Country Community Ministries, North Rural Community Center, St. Andrews Food Bank, St. Vincent de Paul Society at St. Williams

AGENDA ITEM # 6 October 7, 1997

Consider authorizing re-advertising and setting date to receive bids for construction of Lake Creek Tributary, Phase One.

Moved: Commissioner Heiligenstein
Seconded: Judge Doerfler
Motion: To authorize Gray Jansing & Associates, Inc. to advertise 10:15 a.m. on November 18, 1997, to receive bids for construction of Lake Creek Tributary, Phase One.
Vote: Motion carried 4 - 0

AGENDA ITEM # 7 October 7, 1997

Consider approving Revision 2, Change Order #1 for Anderson Mill Road, Phase II.

County Engineer Joe England advised this revision is a portion of the first 1200 feet of Anderson Mill Road from Parmer Lane in a westerly direction.

Milburn Homes, who requested the additional median cuts, will pay the cost involved.

Moved: Commissioner Heiligenstein
Seconded: Commissioner Hays
Motion: To approve Revision 2, Change Order #1 for Anderson Mill Road, Phase II contingent upon Milburn Homes paying the additional $10,766.95.
Vote: Motion carried 4 - 0

< Clerk copy here >

BAKER-AICKLEN
& ASSOCIATES, INC.
Consulting Engineers

September 30, 1997

Mr. Steve Smith
Smith Contracting Company
15308 Ginger Street
Austin, TX. 78728

Re: Anderson Mill Road, Phase II, (Revision 2 - Change Order #1)

Dear Mr. Smith,

Please find enclosed four (4) copies of Change Order No. 1 for the Anderson Mill Road, Phase II construction project.

This change order will adjust the bid items to reflect the addition of the curb returns on the north side of Anderson Mill road allowing for the future extension of Osborne Drive and the east bound left turn lane in Anderson Mill road at Royce Lane.

Please execute all four copies, keep one copy for your files and return three executed copies to our office for further processing.

Should you have any questions, please advise.

Sincerely,

Garrett J. Tuttle

Garrett J. Tuttle, P.E.
Enclosures
file: 904-501-10

cc: Mr. Joe England, P.E., Williamson County
Mr. Ron Salamie, Milburn Homes

203 E. Main St., Suite 201 • Round Rock, Texas 78664 • 512/244-9620 • FAX 512/244-9623

Baker-Aicklen & Associates, Inc.
Consulting Engineers

Date: 9/30/97
Sheet No. 1 of 2
Job No. 904-501-10

CONTRACT CHANGE ORDER NO. 1

Contract For: Anderson Mill Road, Phase II

Owner: Williamson County

Contractor: Smith Contracting Company, 15308 Ginger Street, Austin TX 78728

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes	DECREASE Contract Price	INCREASE Contract Price
1) Curb and Gutter, remove 49.7 LF @ $6.00/LF	$ 298.20	$
2) Sidewalk, remove 35.3 SY @ $20.00/SY	$ 706.00	$
3) Excavation, add 353.20 SY @ $4.00/SY	$	$ 1,412.80
4) Sub-grade Prep, add 353.2 SY @ $1.50/SY	$	$ 529.80
5) 18" Flexible Base, add 353.1 SY @ $8.50/SY	$	$ 3,001.35
6) 5" HMAC, add 353.0 SY @ $8.00/SY	$	$ 2,824.00
7) Type 1 Handicap Ramps, add 2 EA @ $750.00/EA	$	$ 1,500.00
8) Type 4 End of Road Marker, add 20 EA @ $70.00/EA	$	$ 1,400.00
9) Concrete Median, add 45.6 SY @ $22.00/SY	$	$ 1,003.20
10) 8" Wide Solid Reflectorized White Paint Striping, add 100 LF @ $1.00/LF	$	$ 100.00
	$ **(1,004.20)**	**11,771.15**
Net Changes in Contract Price	$	$ **10,766.95**

Justification:
To accommodate Milburn's development to the north of Anderson Mill, Phase II

JCS

Baker-Aicklen & Associates, Inc.
Consulting Engineers

Date: 9/30/97
Sheet No. 2 of 2
Job No. 904-501-10

CONTRACT CHANGE ORDER NO. 1

The amount of the Contract before this Change Order is Three Hundred Ninety Eight Thousand, Three Hundred Ninety and 50/100 Dollars	$ 398,390.50
The Amount of the Contract will DECREASE/**INCREASE** by the sum of Ten Thousand, Six Hundred Sixty Six and 95/100 Dollars	$ 10,766.95
The CONTRACT TOTAL including this Change Order will be Four Hundred Nine Thousand, One Hundred Fifty Seven and 45/100 Dollars	$ 409,157.45

The Contract Time will be unchanged.
This document will become a supplement to the Contract and all provisions will apply hereto.

Smith Contracting Company, (Contractor) Date

Garrett J. Tuttle, P.E. 9/30/97
Baker-Aicklen & Associates, Inc., (Engineer) Date

John C. Doeffler 10-7-97 to be reimbursed by ~~contractor~~ developer JCD
Williamson County, (Owner) Date

AGENDA ITEM # 8 October 7, 1997

Consider approving Revision 3, Change Order #2 for Anderson Mill Road, Phase II.

County Engineer Joe England advised additional rip-rap will be needed on the southwest corner of Anderson Mill Road and Parmer Lane to tie into the existing head wall.

The County Engineer noted the alternative of using our concrete work contractor awarded by annual bid.

Moved: Commissioner Heiligenstein
Seconded: Commissioner Hays
Motion: To approve Revision 3, Change Order #2 for Anderson Mill Road, Phase II increase in the amount of $4,050.00.
Vote: Motion carried 4 - 0

< Clerk copy here >

BAKER-AICKLEN
& ASSOCIATES, INC.
Consulting Engineers

September 30, 1997

Mr. Steve Smith
Smith Contracting Company
15308 Ginger Street
Austin, TX. 78728

Re: Anderson Mill Road, Phase II, (Revision 3 - Change Order #2)

Dear Mr. Smith,

Please find enclosed four (4) copies of Change Order No. 2 for the Anderson Mill Road, Phase II construction project.

This change order will adjust the bid items to reflect the addition of slope protection at the south west corner of Anderson Mill and Parmer.

Please execute all four copies, keep one copy for your files and return three executed copies to our office for further processing.

Should you have any questions, please advise.

Sincerely,

Garrett J. Tuttle

Garrett J. Tuttle, P.E.
Enclosures
file: 445-507-31

cc: Mr. Joe England, P.E.

512/244-9620 • FAX 512/244-9623

Baker-Aicklen & Associates, Inc.
Consulting Engineers

Date: 9/30/97
Sheet No. 1 of 2
Job No. 445-507-31

CONTRACT CHANGE ORDER NO. 2

Contract For: Anderson Mill Road, Phase II

Owner: Williamson County

Contractor: Smith Contracting Company, 15308 Ginger Street, Austin TX 78728

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes	DECREASE Contract Price	INCREASE Contract Price
1) Additional slope protection at the southwest corner of Anderson Mill and Parmer, add 90 SY @ $45.00/SY	$	$ 4,050.00
Net Changes in Contract Price	$	$ 4,050.00

Justification:
To protect against erosion control

The amount of the Contract before this Change Order is
Four Hundred Nine Thousand, One Hundred Fifty Seven and 45/100 Dollars $ 409,157.45

The Amount of the Contract will DECREASE/**INCREASE** by the sum of
Four Thousand, Fifty and 00/100 Dollars $ 4,050.00

The CONTRACT TOTAL including this Change Order will be
Four Hundred Thirteen Thousand, Two Hundred Seven and 45/100 Dollars $ 413,207.45

The Contract Time will be unchanged.
This document will become a supplement to the Contract and all provisions will apply hereto. JW

Baker-Aicklen & Associates, Inc.
Consulting Engineers

Date: 9/30/97
Sheet No. 2 of 2
Job No. 445-507-31

CONTRACT CHANGE ORDER NO. 2

Smith Contracting Company, (Contractor)	Date
Garrett J. Tuttle, P.E.	9/30/97
Baker-Aicklen & Associates, Inc., (Engineer)	Date
John C. Doeffler	10-7-97
Williamson County, (Owner)	Date

AGENDA ITEM # 9 October 7, 1997

Open and consider awarding, rejecting or extending bid for courier service.

At 10:05 o'clock a.m. on October 7, 1997, Judge Doerfler announced time to receive bids for courier service.

At 10:07 o'clock a.m. on October 7, 1997, Judge Doerfler announced time closed to receive bids for courier service.

Bids were opened and real aloud from:

Armored Transport Texas, Inc.	$2,115.00 monthly
Quality Delivery	$2,000.00 monthly
Star Armored, Inc.	$3,497.00 monthly

Moved: Judge Doerfler
Seconded: Commissioner Hays
Motion: To note receipt of bids with award to be made at a later date.
Vote: Motion carried 4 - 0 < Clerk copy here >

ARMORED TRANSPORT TEXAS, INC.
220 1/2 S. CONGRESS
AUSTIN, TEXAS 78704
TELEPHONE: 512 / 480-8119 • FAX: 512 / 478-6207

October 7, 1997

Mr. Bob Space, Auditor's Office
Williamson County
710 Main Street
Georgetown, TX 78626

Dear Mr. Space:

Armored Transport Texas, Inc. (ATT) certainly appreciates this opportunity to submit a bid for providing armored car courier services to Williamson County.

The rate quoted in this bid is predicated upon the entire county government offices being awarded to Armored Transport Texas, Inc..

When the Cedar Park and Anderson Mill departments are relocated to 350 Discovery Blvd. In Cedar Park the monthly rate of $2,115.00 per month will be reduced to $2,000.00 per month. Any subsequent pick up locations which may be added or deleted will result in a rate adjustment as mutually agreed upon.

Our bid rate is also predicated upon the following items:

1.) Service times at all locations may be as early as 9:00 a.m. with delivery of all deposits same day to Union State Bank-Georgetown no later than 3:00 p.m..
2.) Mail pick up will be made in conjunction with deposit pick up.
3.) With the exception of the courthouse, only one (1) container of mail will be picked up from each location and will be delivered to the courthouse in conjunction with the courthouse deposit pick up the next regular service day.
4.) Mail containers picked up from the courthouse will not exceed more than one (1) for each of the other locations and will be delivered in conjunction with the next regular service day.
5.) Individual mail containers will be no larger than 8 ½" x 11" x 6" thick.
6.) Service will be provided Monday - Friday with the exception of the following holidays:

- New Year's Day
- Memorial Day
- Columbus Day
- Christmas Day
- MLK Day
- Independence Day
- Thanksgiving Day
- President's Day
- Labor Day
- Veteran's Day

Armored Transport Texas, Inc.

Mr. Bob Space
Williamson County
Page Two

Should service be required on any of the previously listed holidays, an additional charge of $35.00 per location will be assessed.

7.) Payroll shall be available for pick up at the courthouse no later than 4:00 p.m. on the Thursday preceding the Friday delivery.
8.) Payroll must be delivered prior to 5:00 p.m. every other Friday.
9.) Should Williamson County elect to extend the contract beyond the current fiscal year, Armored Transport Texas, Inc. will be allowed to adjust the monthly rate by an amount no greater than 5% for each of the additional one (1) year option periods exercised.

Once again, we appreciate this opportunity and look forward to the beginning of a mutually beneficial relationship. Should you have any questions or require any additional information, please contact me at (713) 228-6370.

Sincerely,

Joe A. Larson

Joe A. Larson
Account Representative

jal

BUSINESS REFERENCES

1.) Austin Community College
5930 Middle Fiskville Road
Austin, TX 78752

Mr. Dale Butler
(512) 223- 7581

2.) City of Austin
Eighth at Colorado
Austin, TX 78767

Mr. Stephen T. Aden
(512) 499-2021

3.) Travis County
314 West 11th, Room 400
Austin, TX 78767

Mr. Jerry Raisch
(512) 473-9724

Williamson County

Georgetown, Texas

DAVID U. FLORES
COUNTY AUDITOR

September 17, 1997

TO: All interested vendors

FROM: Williamson County - Bob Space/Purchasing Director

RE: Bid for Courier Service

General information/description of county needs:

Courier service is being considered under the terms and conditions outlined below. Offices and locations are shown on the diagram on page 2.

- Items to be transported are cash and general mail. All cash will be receipted and placed into locked bags prior to expected pick-up.
- Approximately 90%-95% of all cash to be picked up will be of a reconstructive nature.
- The county will have 18 departments participating in this service, however the "stops" will be as shown on the diagram.
- Transport schedules are shown on the diagram for each respective location.
- In addition to the delivery/transport schedule, a payroll drop should be included on an every other Friday basis.
- Daily stops are required at Union State Bank, Georgetown, Tx. to drop off cash bags picked up at designated locations.

PLEASE NOTE THE FOLLOWING INFORMATION:

Williamson County is currently constructing an annex building in Cedar Park, Texas. When completed, all offices in Anderson Mill and Cedar Park will relocate to the new building, located at: 350 Discovery Blvd., Cedar Park, Tx. The anticipated move in date for all offices is November 1, 1997.

ROUND ROCK, TX.

Round Rock
Task Force Office
800 Paloma Dr.
Cash-1 bag
Other mail-all depts.
Pickup-MWF

Round Rock Annex
211 Commerce Cove
Cash-3 bags
Other mail-all depts.
Pickup-daily

Taylor, Tx.
Tax Office 113 W. 4th St.
J.P. #4 109 W. 5th St.
Hlth Dist. 303 N. Main St.
Cash-3 bags
Other mail-all depts.
Pickup-MWF

GEORGETOWN

Sheriff's Dept.
508 Rock St.
Cash-10-15 bags
Other mail-all depts.
Pickup-daily

Central Maintenance
1900 Georgetown Innerloop
No cash-all reconstructive
Other mail-all depts.
Pickup-MWF

Courthouse
710 Main St.
Cash-6 bags
Other mail-all
Pickup-daily

Juvenile Services
2423 Williams Dr.
Other mail-all
Pickup-MWF

Health District
100 W. 3rd St.
No cash-all reconstructive
Other mail-all depts.
Pickup - MWF

Justice Center
405 MLK Blvd.
Cash-4bags
Other mail-all depts.
Pickup-daily

EMS
305 MLK Blvd.
No cash-all reconstructive
Other mail
Pickup-MWF

Anderson Mill
Tax Office
12507 Mellow Meadows
Cash-1bag
Other mail-all
Pickup-daily

Cedar Park
J.P. # 2
Health District
600 Bell Blvd.
Cash-2bag
Other mail-all
Pickup-MWF

UNION STATE BANK
Georgetown, Tx.
Daily stops to drop cash bags picked up from designated lacations

Armored Transport Texas, Inc.

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VOL 0092 PAGE 643

Invitation for BIDS

This BID Packet Includes:

1.	**Official Bid Form for Williamson County**	Pages 2 and 3
2.	Bidder Instructions / Requirements	Pages 4 thru 6
3.	Legal Notice	Page 7
4.	Special Notes	Page 8
5.	Detailed Specifications	"Attachment"

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VOL 0092 PAGE 644

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1998 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: Armored Transport Texas, Inc.
Mailing Address: 220½ South Congress
Telephone: (512) 480-8119 **City:** Austin **State** Texas **Zip** 78704

BID
(Add additional sheets if necessary)

ITEM	UNIT PRICE
Courier Service For The Entire Williamson County Government	$2,115.00 Per Month

LIMITATIONS
(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low-item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1998.]

Armored Transport Texas, Inc. will accept only an award for the entire county government.

Please reference the attached letter for additional limitations.

Signature: Joe A. Larson **Date of BID:** 10/07/97

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Name and Title of Signer: Joe A. Larson-Account Representative
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM WITHOUT READING PAGE 3

Armored Transport Texas, Inc.

WILLIAMSON COUNTY BID CONDITIONS

BIDS must be received in the County Auditor's office either by hand-delivery to the 3rd floor of the County Courthouse, 710 Main, Georgetown, Texas 78626, or by mail to County Auditor/Purchasing, 710 Main St., Georgetown, Texas 78626, prior to 10:00 AM o'clock, October 7, 1997, at which time the BIDS will be opened in open court at the Commissioners' Courtroom on the 2nd floor of the County Courthouse. BIDS received after that time will be returned unopened. As to each item bid, the Court may either reject all BIDS or award a contract to the lowest and best BID. All BIDS must be submitted on this standard form available from the County Auditor. All others will be rejected.

It is the intent of the Commissioners' Court to award contracts separately for each item, for each department, and for each distinct geographical area served by a department. However, any bidder who wishes to restrict his BID to particular departments or areas must expressly do so. For purposes of this notice, each Commissioner of Justice Precinct is a separate department.

(1) Unless the BID received expressly states that the bidder will accept only the award of all items bid, each item in the BID will be considered separately and will be rejected or awarded on a low item basis.

(2) Unless the BID expressly states that the bidder will accept only an award for the entire county government, contracts will be awarded separately for the requirements of each county department to the bidder who is lowest and best for that individual department.

(3) Similarly, unless the notice or BID expressly states otherwise, BIDS will be considered separately for each distinct geographic area served by each department and will be awarded to the lowest and best bidder who can provide service to the department in that particular area. The definition of these geographic areas, unless expressly stated in this notice or the BID, shall be at the discretion of Commissioners' Court at the time a BID is awarded.

No more than one BID will be awarded for any item for a single department and area. All 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.

All of the items listed are to be bid on a "per unit" basis, stating a firm price per unit or unit quantity of each item bid. 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, 1998. 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. At the end of the current fiscal year, the Commissioners Court reserves the right to extend this contract for four (4) additional one-year periods as it deems to be in the best interest of the county.

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 will not be obligated to purchase any minimum amount, and it 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.

THE REQUIRED BID FORM IS ON PAGE 2 OF THIS BID PACKAGE.

Armored Transport Texas, Inc. 77

VOL 0092 PAGE 646

WILLIAMSON COUNTY

INVITATION FOR BIDS

BID INSTRUCTIONS/REQUIREMENTS

Williamson County appreciates your time and effort in preparing a BID. Please note that all BIDS must be received at the designated location by the deadline shown. BIDS received after the deadline will be returned unopened and shall be considered void and unacceptable. Opening is scheduled to be held in the Commissioners Courtroom, Second Floor, County Courthouse, Georgetown, Texas.

1. Sealed Bids shall be received no later than:

   10:00 AM Tuesday, October 7, 1997
   MARK ENVELOPE: "*COURIER SERVICE*"

2. Submission of Bid:

   Sealed Bids MAY BE DELIVERED to:

   Williamson County Auditor's Office, Third Floor
   Williamson County Courthouse - (on the square)
   Georgetown, Texas

   OR:

   Sealed Bids MAY BE MAILED to:

   Williamson County, Sealed Bids
   Bob Space, Auditor's Office
   710 Main Street
   Georgetown, Texas 78626

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3. 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.

4. BIDS shall be tabulated by commodity and/or service and results mailed to all bidders within four (4) weeks after the BID opening. Should you fail to receive a tabulation please call (512) 930-4321.

5. Awards should be made approximately four (4) weeks after the Bid opening date. To obtain results, or if you have any questions, please contact Bob Space at (512) 930-4321.

6. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 1997/September 30, 1998 fiscal year.

7. Late BID: BIDS received after submission deadline shall be unopened and will be considered VOID AND UNACCEPTABLE. Williamson County is not responsible for lateness of mail, carrier, etc.

Armored Transport Texas, Inc.

8. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

9. Altering BID: BIDS **cannot be altered or amended** after submission deadline.

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

11. Contract: This BID, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.

12. Changes: 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.

13. Delivery Times and Locations: The commodity and/or service covered by this BID shall be as stated in the various BID Packages.

14. 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.

15. 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.

16. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

a. have adequate financial resources, or the ability to obtain such resources as required;

b. be able to comply with the required or proposed delivery schedule;

c. have a satisfactory record of performance;

d. be otherwise qualified and eligible to receive an award.

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

17. References: Williamson County requests 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.

18. 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.

19. 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.

20. Contract Administration: Under this contract, Bob Space, Williamson County Auditor's Office, 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 Commissioners Court and the successful bidder.

21. Purchase Order: A purchase order(s) shall be generated by Williamson County to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.

22. 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.

23. Bids MUST BE: legible and of a quality that can be reproduced.

24. BID forms that are included in BID packages shall be used. **CHANGES to BID forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the BID forms and or specifications shall be made on an attachment to the BID package. **Call Bob Space (512) 930-4321 for explanation if exceptions are needed.**

25. **For detailed specifications and questions relating to the bidding process, contact Bob Space at (512) 930-4321.**

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PUBLIC NOTICE
WILLIAMSON COUNTY
INVITATION FOR BIDS

The Williamson County Commissioners Court invites the submission of sealed BIDS for:
COURIER SERVICE

Sealed BIDS will be publicly opened and read aloud in the County Commissioners Court Room, 2nd Floor, Williamson County Courthouse, Georgetown, Texas on Tuesday, October 7, 1997 at 10:00 AM .

BIDS received after the above stated date and time will be returned unopened.

Detailed specifications may be obtained by calling Bob Space at (512) 930-4321.

The Williamson County Commissioners Court reserves the right to accept the lowest and best BID as deemed by the Court, or reject any and/or all BIDS.

Issued by order of the Williamson County Commissioners Court on September 9, 1997. John C. Doerfler, County Judge.

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SPECIAL NOTES

Please check the following prior to sealing and submitting your bid/proposal.

1. **Official Williamson County Bid Form Completed, signed, and enclosed?**

   YES ___x___ NO _____

2. **All bid specification sheets completed (including company name at bottom of each sheet) and attached?**

   YES ___x___ NO _____

3. **Have you included three (3) copies of your bid as required?**

   YES ___x___ NO _____

4. **Have you written the name of your business on the front of the sealed envelope?**

   YES ___x___ NO _____

5. **Have you written the description of the commodity that you are bidding on the front of the sealed envelope?**

   YES ___x___ NO _____

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Armored Transport Texas, Inc.

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1998 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: Quality Delivery
Mailing Address: 4200 Val Verde Dr.
Telephone: (512) 451-6177 **City:** Georgetown **State:** Texas **Zip:** 78628

BID
(Add additional sheets if necessary)

ITEM	UNIT PRICE
See attached sheets	

LIMITATIONS
(Add additional sheets if necessary)

{Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low-item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1998.}

Bidder will accept only a total county government award.

Signature: Jay Wallace **Date of Bid:** 10-1-97

Name and Title of Signer: Jay Wallace - President

THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM WITHOUT READING PAGE 3

PROPOSAL
FOR
WILLIAMSON COUNTY
COURIER SERVICE

MONDAY-FRIDAY

9:00 AM	PU	ANDERSON MILL TAX OFFICE 12507 MELLOW MEADOWS	PICK UP 1 DEPOSIT BAG & INNER OFFICE MAIL.
9:45 AM	PU	ROUND ROCK ANNEX 211 COMMERCE COVE	PICK UP 3 DEPOSIT BAGS & INNER OFFICE MAIL.
11:40 AM	PU	GEORGETOWN COURTHOUSE 710 MAIN ST.	PICK UP 6 DEPOSIT BAGS & INNER OFFICE MAIL.
11:55 AM	PU	GEORGETOWN SHERIFF'S OFFICE 508 ROCK ST.	PICK UP 10-15 DEPOSIT BAGS & INNER OFFICE MAIL.
12:25 PM	PU	GEORGETOWN JUSTICE CENTER 405 MLK BLVD.	PICK UP 4 DEPOSIT BAGS & INNER OFFICE MAIL.
1:15 PM	D	UNION STATE BANK 1100 WILLIAMS DR.	DROP ALL DEPOSIT BAGS.

MONDAY, WEDNSDAY, & FRIDAY

THE ABOVE RUNS ARE INCLUDED WITH THESE RUNS:

9:15 AM	PU	CEDAR PARK J.P. #2 HEALTH DIST. 600 BELL BLVD.	PICK UP 2 DEPOSIT BAGS & INNER OFFICE MAIL.
10:00 AM	PU	ROUND ROCK TASK FORCE OFFICE 800 PALOMA DR.	PICK UP 1 DEPOSIT BAG & INNER OFFICE MAIL.
10:30 AM	PU	TAYLOR TAX OFFICE 113 W. 4TH ST.	PICK UP 1 DEPOSIT BAG & INNER OFFICE MAIL.

QUALITY DELIVERY
4200 VAL VERDE DR.
GEORGETOWN, TEXAS 78628

10:40 AM	PU	TAYLOR J.P. #4 109 W. 5TH ST.	PICK UP 1 DEPOSIT BAG & INNER OFFICE MAIL.
10:50 AM	PU	TAYLOR HEALTH DIST. 303 N. MAIN ST.	PICK UP 1 DEPOSIT BAG & INNER OFFICE MAIL.
11:20 AM	PU	GEORGETOWN CENTRAL MAINT. 1900 GEORGETOWN INNERLOOP	PICK UP 1 DEPOSIT BAG & INNER OFFICE MAIL.
12:15 PM	PU	GEORGETOWN EMS 305 MLK BLVD.	PICK UP 1 DEPOSIT BAG & INNER OFFICE MAIL.
12:35 PM	PU	GEORGETOWN HEALTH DIST. 100 W. 3RD ST.	PICK UP 1 DEPOSIT BAG & INNER OFFICE MAIL.
12:50 PM	PU	GEORGETOWN JUVENILE SERVICES 2423 WILLIAMS DR.	PICK UP MAIL.
1:15 PM	D	UNION STATE BANK 1100 WILLIAMS DR.	DROP ALL DEPOSITS.

INNER OFFICE MAIL THAT IS PICKED UP WILL BE DISTRIBUTED TO THE LOCATION MARKED ON MAIL THE NEXT TIME A PICK UP IS MADE AT THAT LOCATION.

THERE WILL BE AN 8:00 AM PICK UP AT THE GEORGETOWN COURT HOUSE EVERY OTHER FRIDAY OF PAY CHECKS TO BE DISTRIBUTED TO ALL LOCATIONS ON THE ROUTE.

ALL PICK UP AND DROP TIMES ARE SUBJECT TO UNAVOIDABLE CIRCUMSTANCES, HOWEVER ALL RUNS WILL BE FINISHED BY THE END OF EACH WORK DAY.

BASED ON A 21 WORKING DAY MONTH AVERAGE, THERE ARE 250 RUNS PER MONTH AVERAGE. QUALITY DELIVERY WILL HANDLE THESE RUNS AT A RATE OF $8.00 PER RUN.

QUALITY DELIVERY WILL BILL WILLIAMSON COUNTY, $2000.00 PER MONTH AT THE FIRST OF EACH MONTH. BILL PAYABLE NET 30. EACH BILL WILL CONTAIN THE PURCHASE ORDER. NUMBER SUPPLIED BY WILLIAMSON COUNTY.

QUALITY DELIVERY
4200 VAL VERDE DR.
GEORGETOWN, TEXAS 78628

REFERENCES

Telco Credit Union 302-5555
8929 Shoal Creek Blvd.
Austin, Tx. 78757
Contact: Carolyn Webb

Austin Municipal Federal Credit Union 447-6356
610 E. 11th
Austin, Tx. 78701
Contact: Carleen

Nations Bank 397-2396
515 Congress Ave.
Austin, Tx. 78701
Contact: Sonny Mabry

STAR ARMORED INC.
P.O. BOX 16596 ★ AUSTIN, TEXAS ★ 78761
TEXAS LICENSE C306
(512) 385-3246
1 (800) 316-STAR

October 2, 1997

Bob Space, Purchasing Director
WILLIAMSON COUNTY
710 Main Street
Georgetown, Texas 78626

Dear Mr. Space:

Please accept this letter and accompanying bid packet as our proposal to provide the required armored courier services for Williamson County offices.

Star Armored has grown to become the largest independently owned and operated armored carrier in Texas. Our customer base includes many national and regional retail businesses as well as commercial services for city, county, and state government agencies.

I hope that you will find our proposal and price quotation satifactory and inclusive. Should Star Armored be awarded the service, I will plan to visit each office and agency to introduce our service, brief staff personnel on our security and receipting procedures, and answer any specific questions prior to inception of service. I will also visit with the necessary personnel at the bank to ease the transition of service.

We appreciate this opportunity and look forward to the possibility of serving you and Williamson County.

Sincerely,

Frank Prebinski

Frank Prebinski, VP/ Marketing

Attached: Williamson County Bid Packet
Specimen Certificates of Insurance
List of references
Company brochure

WILLIAMSON COUNTY BID FORM

The undersigned hereby submits its sealed BID for items to be purchased by Williamson County, Texas for the 1998 fiscal year. The bidder understands and agrees that it is bound by all of the bid conditions set out on page 3 of this bid packet.

NAME OF BIDDER: Star Armored Inc.
Mailing Address: P.O. Box 16596
Telephone: (512) 385-3246 **City:** Austin **State** Texas **Zip** 78761

BID
(Add additional sheets if necessary)

ITEM	UNIT PRICE
Courier Service/ Armored Car Service	$2497./ month $29,964./ annually

to include services to fourteen Williamson County Offices; Nine offices will receive service on Monday, Wednesday, and Friday; Five offices will receive service daily, Monday through Friday. All deposits will be delivered same day to designated local bank.

LIMITATIONS
(Add additional sheets if necessary)

[Unless this space is filled out to the contrary, the undersigned understands and agrees that this Bid is to be considered on a low-item basis for any or all county departments and geographic areas with no limitation on quantities available, and that the prices quoted are firm from the date of the BID opening until September 30, 1998.]

Signature: Francis E. Prebinski **Date of BID:** 10-7-97

Name and Title of Signer: Francis E. Prebinski, VP/ Marketing
THIS IS REQUIRED. The signer represents that he/she has the authority to bind the bidder by this signature.

DO NOT SIGN OR SUBMIT THIS FORM WITHOUT READING PAGE 3

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STAR ARMORED INC

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY) 05/28/97

PRODUCER

EL DORADO INSURANCE AGENCY, INC.
P.O. BOX 66571
HOUSTON, TEXAS 77266-6571

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

STAR ARMORED, INC.
P.O. BOX 4042
BRYAN, TEXAS 77805

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A EMPIRE INDEMNITY INSURANCE COMPANY
COMPANY LETTER B RELIANCE INSURANCE COMPANY
COMPANY LETTER C TEXAS WORKERS COMPENSATION INS. FUND
COMPANY LETTER D
COMPANY LETTER E

SPECIMEN

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$ 3,000,000
A X	COMMERCIAL GENERAL LIABILITY	CL 441752	03/10/97	03/10/98	PRODUCTS-COMP/OP AGG.	$ 1,000,000
A	CLAIMS MADE X OCCUR.				PERSONAL & ADV. INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$ 1,000,000
A X	ERRORS &				FIRE DAMAGE (Any one fire)	$ 50,000
A X	OMISSIONS				MED. EXPENSE (Any one person)	$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$ 2,000,000
B X	ANY AUTO	EH 2561133	04/13/97	04/13/98		
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
B X	HIRED AUTOS				BODILY INJURY (Per accident)	$
B X	NON-OWNED AUTOS					
	GARAGE LIABILITY				PROPERTY DAMAGE	$
	EXCESS LIABILITY				EACH OCCURRENCE	
	UMBRELLA FORM				AGGREGATE	
	OTHER THAN UMBRELLA FORM					
					STATUTORY LIMITS	
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	TSF 12774901	11/01/96	11/01/97	EACH ACCIDENT	$ 1,000,000
					DISEASE - POLICY LIMIT	$ 1,000,000
					DISEASE - EACH EMPLOYEE	$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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CERTIFICATE HOLDER

S P E C I M E N

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1990

Kelly Associates INC.

970 FARMINGTON AVENUE SUITE 202 WEST HARTFORD, CT 06017 (203) 561-5662 • TELEX 643-236 • FAX (203) 561-2096

CERTIFIED POLICY EXTRACT

ASSURED:	STAR ARMORED, INC.
ADDRESS:	1716 Briarcrest Drive Suite 508 Bryan, Texas 77802
COVERAGE:	Liability of the assured assumed by contract or otherwise for loss of or damage to customers property arising from any cause whatsoever including any act or omission of the assured or any of its employees or anyone acting in its service.
ATTACHMENT:	From the time property is delivered into assureds care and their responsibility commences to until delivered to consignee or duly authorized agent.
POLICY:	NZB 127-7478
COMPANY:	RELIANCE NATIONAL INSURANCE COMPANY
EFFECTIVE:	March 1, 1997/98
LIMITS:	$1,000,000. Transit $1,000,000. Vault Premise Situate: 1102 Brussels Drive, San Antonio, Texas 1106 Smith Road, Austin, Texas 5233 I-H37 Suite B-14, Corpus Christi, Texas 3815 Timme Drive, Tyler, Texas
WARRANTIES:	NONE
LIMITATIONS:	NONE
EXCLUSIONS:	NONE
POLICY:	K 246 L/C
COMPANY:	Lloyd's of London
EFFECTIVE:	March 1, 1997/98
LIMITS:	$14,000,000. excess $1,000,000. Transit $14,000,000. excess $1,000,000. Vault Premises Situate: 1102 Brussels Drive, San Antonio, Texas 1106 Smith Road, Austin, Texas 5233 I-H37 Suite B-14, Corpus Christi, Texas 3815 Timme Drive, Tyler, Texas
WARRANTIES:	NONE
LIMITATIONS:	NONE
EXCLUSIONS:	NONE
DATED:	April 8, 1997 and Certified a True and Complete Extract.

For and on behalf of
Kelly Associates, Inc.

By MARCUS WRIGHT
Senior Account Executive

STAR ARMORED INC.
P.O. BOX 16596 ★ AUSTIN, TEXAS ★ 78761
TEXAS LICENSE C306
(512) 385-3246
1 (800) 316-STAR

September 1997

Re: Williamson County Bid - Courier Service

Business references -

H.E. Butt Grocery Company
646 So. Main Avenue
San Antonio, Texas 78283-3999
Carl B. (Bernie) Denisio, Director of Corporate Security
210-938-8040

Ultramar/ Diamond Shamrock Corporation
Austin Division
3915 Guadalupe
Austin, Texas 78751
Lisa Moore, Loss Prevention Manager
512-302-2709

Bell County, Texas
P.O. Box 812
Belton, Texas 76513
Charles E. Jones, Treasurer
254-933-5250

AGENDA ITEM # 10 October 7, 1997

Discuss direct deposit and payroll time changes.

No action was taken on this agenda item.

AGENDA ITEM # 11 October 7, 1997

Discuss and take any appropriate action on utility installation permitting process.

No action was taken on this agenda item.

AGENDA ITEM # 12 October 7, 1997

Consider approving agreement for health care services between Williamson County and University of Texas Medical Branch.

Judge Doerfler advised this service from the University of Texas Medical Branch at Galveston, in which they charge Williamson County indigent health care for services up to $20,000.00 per year, has been in effect for the past two years.

Moved: Judge Doerfler
Seconded: Commissioner Heiligenstein
Motion: To approve agreement for health care services between Williamson County and University of Texas Medical Branch.
Vote: Motion carried 4 - 0 < Clerk copy here >

AGREEMENT
FOR HEALTH CARE SERVICES

This AGREEMENT is made by and between the University of Texas Medical Branch at Galveston (hereinafter referred to as "UTMB") and the Commissioner's Court of Williamson County, Texas (hereinafter referred to as "COUNTY").

A. Services

UTMB agrees to provide health care services to eligible residents of COUNTY who are referred to or transferred to UTMB and who meet the financial eligibility classification described in paragraph B, section 3. These services are:

1. emergency and non-emergency non-obstetrical/neonatal health care services (excluding psychiatric care) for eligible residents of COUNTY; and
2. obstetrical and neonatal services for eligible residents of COUNTY who are registered in or referred to UTMB by the prenatal service program established by separate contract between COUNTY and UTMB's Department of Obstetrics and Gynecology and who are not enrolled in or qualify for the MIHIA program or Medicaid.

B. Definitions

1. "Non-obstetrical/neonatal health care services" include:
   a. Inpatient hospital services provided under the supervision of a licensed physician member of the clinical faculty of UTMB. Inpatient hospital services include but are not limited to appropriate diagnostic, laboratory, X-ray and therapeutic services.
   b. Outpatient specialty consultative services provided under the direction of a licensed physician member of the clinical faculty of UTMB. Such services

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include but are not limited to appropriate diagnostic, laboratory, X-ray and therapeutic services.

c. Provision of prescription medication as required, consistent with UTMB policies during the patient's inpatient stay. In cases where eligible patients cease to require inpatient services as described above, or upon the return of an eligible patient to the primary care delivery program in the COUNTY, the COUNTY will provide further medication, if required, pursuant and subject to the limitations of the COUNTY's prescription medication policies. Any medication not covered under the COUNTY's prescription medication policy will be the responsibility of the patient. Eligible patients may obtain prescription medications at the UTMB Outpatient Pharmacy in accordance with UTMB formulary and co-payment policies.

2. "Obstetrical and neonatal services":

Inpatient and outpatient services as described in paragraph B, section 1, for eligible residents.

3. "Eligible resident" is:

A resident of the COUNTY whose annual income places that resident at or below 100% of the level annually established as constituting poverty by the United States Department of Health and Human Services and who is determined to be eligible in accordance with the procedures defined in paragraph C of this AGREEMENT.

4. "MIHIA program:"

Refers to the patients eligible for health care services under the Maternal and Infant Health Improvement Act (ACTS 1989, 71st Leg., ch.678, Section 1[Vernon 1989]).

5. "Prenatal service program:"

Clinic program established by separate contract between COUNTY and UTMB's Department of Obstetrics and Gynecology.

C. Verification of Eligibility

1. UTMB and COUNTY agree that COUNTY is responsible for determination of eligibility and appropriate identification of individuals entitled to health care services as defined in paragraph A.

2. Patients currently receiving treatment at UTMB for whom eligibility has not been determined nor an identification card issued, shall be referred to the appropriate County/Liaison office as they appear for service. UTMB shall inform such patients that eligibility determination and identification cards are required before further services can be delivered at UTMB. COUNTY will accept UTMB's determination of eligibility for the services provided prior to that referral. COUNTY will be contacted for verification of eligibility of all inpatient admissions as soon as reasonably possible.

3. In addition to COUNTY'S determination, UTMB will screen patients for eligibility for state or federal entitlement programs and/or insurance, and if such is identified, COUNTY will be notified and COUNTY will not be billed for the services provided by UTMB.

4. Emergent or urgent treatment will be rendered by UTMB to COUNTY residents presenting at UTMB and UTMB determination of eligibility will be accepted by COUNTY for payment purposes if the patient has not been previously formally screened by COUNTY.

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D. Mutual Agreements

1. Indemnification -

1.1 COUNTY agrees to hold the State of Texas, the Board of Regents of The University of Texas System, UTMB, its officers, employees, and agents harmless from and indemnify each of them against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of COUNTY or the acts or omissions of others under COUNTY's supervision or control.

1.2 To the extent authorized by the Constitution and laws of the State of Texas, UTMB agrees to hold COUNTY and its officers, employees, and agents harmless from and indemnify each against any and all claims, actions, damages, suits, proceedings, judgments, and liabilities, excluding attorney's fees, for personal injury, death, or property damage resulting from the acts or omissions of UTMB or acts or omissions of others under UTMB's supervision or control.

2. COUNTY acknowledges that this AGREEMENT is for inpatient and outpatient specialty services only and does not provide for or include primary care services for eligible residents. COUNTY agrees to establish a primary care delivery system for eligible residents whose incomes are at or below 100% of the Federal Poverty Index. Upon request of COUNTY, UTMB will assist COUNTY in establishing a primary care delivery system for eligible residents if a primary care system does not currently exist within COUNTY. Provided, however, UTMB's assistance to COUNTY shall not include any financial liability and COUNTY shall be solely

responsible for all expenses incurred to establish, implement and maintain such program.

3. COUNTY certifies that a system for obstetrical and newborn inpatient care has been established for those patients registered in the prenatal service program but who are unable to be appropriately transferred to UTMB at the time of delivery.

4. Transportation of eligible resident to UTMB, by whatever means, for services provided under the terms of this AGREEMENT, shall be the responsibility of the patient. UTMB is not responsible for any transportation costs that are incurred in accepting transfers of eligible patients from another medical facility, and if the patient is unable to pay for medically required land or air ambulance transport, such costs shall be the responsibility of the transferring facility.

5. UTMB will provide appropriate discharge summaries and consultation reports on the eligible resident to the primary care physician or liaison office established in COUNTY to maintain the appropriate continuity of care of the eligible resident.

6. All transfers require appropriate physician to physician referral. Acceptance will be based on available resources. To transfer to UTMB Inpatient Service:

   a. All admissions to UTMB Hospitals must be initiated by a resident or clinical faculty member of UTMB's medical staff whether from the emergency room, on transfer from another facility, or from an ambulatory setting.

   b. Eligible residents treated by a private physician or hospital in COUNTY should be referred to the COUNTY's primary care clinic or liaison office for follow-up treatment <u>unless</u> the medical condition is urgent or emergent. Urgent or emergent cases treated by a private physician should be referred

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to the nearest hospital emergency room in COUNTY for stabilization.

c. Transfer of eligible residents presenting with urgent or emergent medical problems at a facility other than UTMB are eligible for transfer to UTMB for inpatient services under the requirements of the State medical transfer laws. The treating physician at that facility should contact the UTMB faculty in the emergency room, or in the labor and delivery suite if an obstetrical case, to determine that facilities at UTMB exist and to reach agreement on the stability of the patient prior to actual transfer. A priority waiting list for transfers will be developed by each service. UTMB agrees to accept transfers of eligible resident patients covered by this AGREEMENT conditional on the availability of the appropriate resources including but not limited to inpatient beds and staff at UTMB at the time of the requested transfer.

d. Emergency and urgent care will be provided, including inpatient services as medically indicated, for COUNTY patients presenting directly at UTMB. Best efforts will be made to contact COUNTY to confirm eligibility if the patient does not already possess such identification and UTMB financial screening indicates probable eligibility. UTMB will document this effort. COUNTY will accept UTMB's determination of eligibility if contact with COUNTY cannot be established in a timely manner.

e. Transfer of eligible residents and their newborn infants from hospitals in COUNTY to UTMB for secondary or tertiary level postpartum or neonatal services requires prior physician to physician referral and acceptance.

f. Transfer of residents who have not registered in the prenatal service program will be considered for obstetrical and newborn services at UTMB on a case by case, space available basis and requires appropriate physician to physician referral and acceptance and prior COUNTY authorization. COUNTY and UTMB agree that residents who have not registered in the prenatal service program but who transferred and were accepted at UTMB with authorization from COUNTY will be considered an eligible resident for all purposes of this AGREEMENT.

7. All requests for ambulatory specialty consultations must be based on appropriate physician to physician referral. Acceptance will be based on available resources. As indicated in Section D.6.b., community physicians should refer eligible patients to the County's primary care delivery system unless their medical condition is so urgent as to preclude such referral. To request ambulatory specialty consultation:

a. The COUNTY's primary care clinic or liaison office is responsible for scheduling the appointment by contact with the appropriate clinic during regular working hours. UTMB is responsible for providing a current list of phone numbers for each individual clinic. Eligibility is confirmed by such scheduling by COUNTY.

b. If there are unique circumstances (including a complicated medical condition) or insufficient time to make a routine appointment, the COUNTY's liaison office or primary care physician should directly contact a UTMB physician on the appropriate service to communicate those special needs.

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c. A completed consultation form must be provided by the COUNTY designated primary care physician/clinic through the COUNTY liaison office to the appropriate specialty clinic at UTMB. This form can be mailed or otherwise delivered to the UTMB clinic by COUNTY liaison office. Without the form, the patient will be rescheduled with a request to the COUNTY that the form be submitted.

d. The consultation form will be completed by the physician in the UTMB specialty clinic summarizing diagnostic studies carried out, working diagnosis, suggested course of action, and any prescription given including quantity. A copy will be retained in the UTMB medical record and the original returned to the COUNTY primary care physician/clinic through the COUNTY liaison office. Unique situations including the need for other consultations, for inpatient admission, for early follow-up at the primary care clinic should be discussed directly between the UTMB physician and the COUNTY designated primary care physician. If such communication cannot occur, the UTMB physicians will proceed with their best medical judgment and COUNTY will compensate UTMB for these additional services in accordance with this AGREEMENT.

8. Neither UTMB nor COUNTY shall be required to perform any term, condition, or covenant of this AGREEMENT so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other

cause not reasonably within the control of UTMB or COUNTY and which by the exercise of due diligence UTMB or COUNTY is unable, wholly or in part, to prevent or overcome.

9. UTMB and COUNTY agree that in the performance of this AGREEMENT there will be no discrimination against any person or persons on account of race, color, sex, sexual orientation, religion, age, national origin, disability or veteran status and that both parties agree to comply with all applicable requirements of the Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam Era Veterans Readjustment Act of 1974, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and all other federal rules and regulations, state laws and executive orders as applicable.

10. This AGREEMENT constitutes the entire agreement between UTMB and COUNTY relating to the treatment of eligible residents at UTMB and addresses both obstetrical and non-obstetrical services provided at UTMB. No agreements, modifications or amendments, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties.

11. UTMB and COUNTY agree that this AGREEMENT shall be construed in accordance with the laws of the State of Texas.

12. If one or more of the provisions of this AGREEMENT, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this AGREEMENT and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

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E. Fee Schedule

1. COUNTY will reimburse UTMB for services provided to eligible residents in accordance with this AGREEMENT at a rate of 33.3% of the usual and customary hospital and professional charges per eligible resident, not to exceed $20,000.00 during the term of this Agreement.

2. A list of patient names with hospital, outpatient, and professional charges will be provided by UTMB to COUNTY by the 20th day of the month following delivery of services by UTMB with payment expected from COUNTY within thirty (30) days.

3. Internal disbursement of this reimbursement between hospital and professional departments will be the responsibility of UTMB.

4. To the extent allowed by state and federal law, UTMB may establish a minimum fee payable by patient.

5. Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing and shall be mailed by certified or registered mail addressed as set forth below or at such other address as may be specified by written notice:

Richard S. Moore
Vice President for Business Affairs
The University of Texas Medical Branch at Galveston
301 University Blvd.
Galveston, Texas 77555-0126

With xerox copy sent to:

Gus J. Oppermann, IV
Director, Administrative Affairs
Room 531 Jennie Sealy Hospital
Galveston, Texas 77555-0401

All payments shall be made to UTMB in the following manner:

The University of Texas Medical Branch at Galveston
Accounting Department
P. O. Box 200349
Houston, Texas 77216-0349

All written correspondence and statement of charges set out above shall be made to COUNTY in the following manner:

Written correspondence and statement of charges to:

Williamson County and Cities Health District
Social Services Division
Attn: Julia Howard
211 Commerce Street, Suite 109
Round Rock, Texas 78664

F. Effective Date

This AGREEMENT shall commence on October 1, 1997 and terminate on September 30, 1998 unless extended in writing by mutual consent of both parties. This AGREEMENT may be terminated by either party by providing ninety (90) days written notification of termination to the other party.

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G. Other considerations

COUNTY understands and agrees that without prior written approval of UTMB, certain elective procedures, including without limitation, oral or plastic surgical procedures, are not covered by this AGREEMENT.

Notwithstanding the immediately preceding sentence, and subject to UTMB's prior written approval, certain particular elective procedures may be performed for a minimum fee set by UTMB for such procedure and payable by the patient.

Executed on this _____ day of _____, 19____.

THE UNIVERSITY OF TEXAS
MEDICAL BRANCH AT GALVESTON

_____
Richard S. Moore
Vice President for Business Affairs

_____
James F. Arens, M.D.
Vice President for Clinical Affairs

_____
Courtney M. Townsend, Jr., M.D.
Chairman, MSRDP Board

COMMISSIONER'S COURT OF
WILLIAMSON COUNTY

John C. Doepfler 10-7-97

_____

_____

AGENDA ITEM # 13 October 7, 1997

Hear status report on computer upgrades and anti virus installations in Williamson County.

Otis Coufal Information Services Departmental Head reported on status of computer upgrades and anti virus installations in Williamson County. After discussion the decision was made for Mr. Coufal to return to court at a later date with additional information.

AGENDA ITEM # 14 October 7, 1997

Consider noting the following deputies have completed basic certification training:
Derrick Dutton, Michael Ferguson, Richard Rease, Brett Robinson and David Scurlock

Moved: Commissioner Hays
Seconded: Commissioner Boatright
Motion: To note Derrick Dutton, Michael Ferguson, Richard Rease, Brett Robinson and David Scurlock have completed basic certification training.
Vote: Motion carried 3 - 0 with Commissioner Heiligenstein absent from the dais.

WILLIAMSON COUNTY SHERIFF'S DEPARTMENT

ED RICHARDS, SHERIFF

508 SOUTH ROCK STREET
GEORGETOWN, TEXAS 78626
PHONE (512) 930-3200

(TAYLOR) 352-7462
(LIBERTY HILL) 259-2634
FAX 930-3117

September 30, 1997

Honorable John Doerfler
County Judge
Williamson County, Texas

Dear Judge Doerfler:

We are requesting that the following employees who have completed basic certification school along with having satisfactorily completed six months probation with this department, be deputized by the Sheriff. It is my understanding that this needs to be approved by the Commissioners' Court prior to any action being taken. We are requesting this be on the agenda for the next Commissioners' Court.

Derrick Dutton
Michael Ferguson
Richard Rease
Brett Robinson
David Scurlock

approved 10-7-97
John C. Doerfler

Sincerely,

Ed Richards

Ed Richards, Sheriff
Williamson County, Texas

AGENDA ITEM # 15 October 7, 1997

Consider approving contract for architectural services for Taylor Annex.

County Attorney Gene Taylor recommended the addendum be signed and included in the contract.

Moved: Commissioner Hays
Seconded: Commissioner Boatright
Motion: To approve contract with Ray Gill Architect for Taylor Annex architectural services with the addendum to be included in the contract.
Vote: Motion carried 3 - 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document B141

Standard Form of Agreement Between Owner and Architect

1987 EDITION

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT

made as of the Twenty-ninth day of August in the year of Nineteen Hundred and ninety seven.

BETWEEN the Owner: Williamson County Commissioner's Court
(Name and address) Georgetown, Texas

and the Architect: R. Gill & Associates
(Name and address) P.O. Box 217
Round Rock, Texas 78680

For the following Project: Williamson County Annex, Taylor, Texas
(Include detailed description of Project, location, address and scope.)

Office building to accomodate various county activities. The building is to be a maximum of ±17,600 sq. ft., two-story structure located on a site 125' X 270' on Vance Street, Taylor, Texas.

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The Owner and Architect agree as set forth below.

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EDITOR'S NOTE

From time to time, the AIA makes minor corrections and clarifications in its documents as they are reprinted. Changes in the 7/88 reprinting of the 1987 edition of B141 were made in Subparagraphs 2.6.1 and 11.3.2. Changes in this 6/92 reprinting were made in Subparagraph 2.6.10 and Paragraph 4.5. See Section C of the Instruction Sheet for a detailed description of these changes.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner (1) during construction until final payment to the Contractor is due, and (2) as an Additional Service at the Owner's direction from time to time during the correction period described in the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

2.6.5 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work. *(More extensive site representation may be agreed to as an Additional Service, as described in Paragraph 3.2.)*

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall communicate through the Architect. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the construction of the Owner or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

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2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

ARTICLE 3

ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

- **.1** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- **.2** required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- **.3** due to changes required as a result of the Owner's failure to render decisions in a timely manner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 OPTIONAL ADDITIONAL SERVICES

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3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.

3.4.2 Providing financial feasibility or other special studies.

3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.

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3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

3.4.5 Providing services relative to future facilities, systems and equipment.

3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.

3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.

3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

3.4.10 Providing detailed estimates of Construction Cost.

3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.12 Providing analyses of owning and operating costs.

3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

3.4.14 Providing services for planning tenant or rental spaces.

3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.

3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information regarding requirements for the Project, including a program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

4.2 The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 If requested by the Architect, the Owner shall furnish evidence that financial arrangements have been made to fulfill the Owner's obligations under this Agreement.

4.4 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.6 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4.6.1 The Owner shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect.

4.7 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.5 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

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4.10 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

4.11 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review and approval at least 14 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

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ARTICLE 5
CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, plus a reasonable allowance for the Contractor's overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- **.1** give written approval of an increase in such fixed limit;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** if the Project is abandoned, terminate in accordance with Paragraph 8.3; or
- **.4** cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the establishment of a fixed limit. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6
USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7 114
ARBITRATION

7.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

7.2 Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

7.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement,

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except by written consent containing a specific reference to this Agreement signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 8

TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.

8.3 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect in the event that the Project is permanently abandoned. If the Project is abandoned by the Owner for more than 90 consecutive days, the Architect may terminate this Agreement by giving written notice.

8.4 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for Basic and Additional Services, and include expenses which are directly attributable to termination. Termination Expenses shall be computed as a percentage of the total compensation for Basic Services and Additional Services earned to the time of termination, as follows:

.1 Twenty percent of the total compensation for Basic and Additional Services earned to date if termination occurs before or during the predesign, site analysis, or Schematic Design Phases; or

.2 Ten percent of the total compensation for Basic and Additional Services earned to date if termination occurs during the Design Development Phase; or

.3 Five percent of the total compensation for Basic and Additional Services earned to date if termination occurs during any subsequent phase.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

9.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

9.4 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

9.6 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

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9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

9.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

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the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

ARTICLE 10
PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.1.1 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.1.2 Expense of reproductions, postage and handling of Drawings, Specifications and other documents.

10.2.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.1.4 Expense of renderings, models and mock-ups requested by the Owner.

10.2.1.5 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and Architect's consultants.

10.2.1.6 Expense of computer-aided design and drafting equipment time when used in connection with the Project.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 11
BASIS OF COMPENSATION

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The Owner shall compensate the Architect as follows:

11.1 AN INITIAL PAYMENT of Zero Dollars ($ -0-) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

11.2 BASIC COMPENSATION

11.2.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:

(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

7.5% of the assumed budget of $1,200,000.00 = $90,000.00

This fee is based on the above percentage estimate. I propose the fee to be fixed fee of $90,000.00. The fee will not fluxuate with the cost unless the scope of work is changed.

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11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

(Insert additional phases as appropriate.)

Schematic Design Phase:	percent (15%)
Design Development Phase:	percent (20%)
Construction Documents Phase:	percent (40%)
Bidding or Negotiation Phase:	percent (5%)
Construction Phase:	percent (20%)
Total Basic Compensation:	one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows:

Principal	$100.00 per hour
Architect II	$ 75.00 per hour
Architect I	$ 60.00 per hour
Architect Designer II	$ 45.00 per hour
Clerical	$ 35.00 per hour

11.3.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

11.3.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of one and two tenths(1.2) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 12, if required.)

11.4 REIMBURSABLE EXPENSES

11.4.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one and two tenths (1.2) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.5 ADDITIONAL PROVISIONS

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11.5.1 IF THE BASIC SERVICES covered by this Agreement have not been completed within eighteen (18) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.

11.5.2 Payments are due and payable within ten (10) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

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11.5.3 The rates and multiples set forth for Additional Services shall be annually adjusted in accordance with normal salary review practices of the Architect.

ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

1. Architectural professional liability for errors and omissions shall not exceed the amount of the Architect's contract.

2. Architect's participation in probable construction cost estimate will be done to the best of his ability, but in no way can these costs be considered guaranteed to be more accurate than plus or minus 15% of Contractor's bid.

3. Additional services included in this contract are Section 3.4.1. The fee for this additional service is included in Section 11.2.1.

4. Civil engineering for site grading and site utility design are included as part of this Contract. The owner will be responsible for the on the ground survey and topo. The Architect will coordinate this activity.

The Texas Board of
Architectural Examiners,
333 Guadalupe
Suite 2-350, Austin, Texas 78701
telephone (512) 305-9000
has jurisdiction over individuals licensed
under the Architects' Registration Law.
Texas Civil Statutes, Article 249a.

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
John Doerfler, County Judge	Ray Gill, Jr., Owner
(Printed name and title)	*(Printed name and title)*

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ARTICLE 12
OTHER CONDITIONS OR SERVICES

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)

1. Architectural professional liability for errors and omissions shall not exceed the amount of the Architect's contract.

2. Architect's participation in probable construction cost estimate will be done to the best of his ability, but in no way can these costs be considered guaranteed to be more accurate than plus or minus 15% of Contractor's bid.

3. Additional services included in this contract are Section 3.4.1. The fee for this additional service is included in Section 11.2.1.

4. Civil engineering for site grading and site utility design are included as part of this Contract. The owner will be responsible for the on the ground survey and topo. The Architect will coordinate this activity.

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John C. Doerfler	
(Signature)	*(Signature)*
John Doerfler, County Judge	Ray Gill, Jr., Owner
(Printed name and title)	*(Printed name and title)*

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AGENDA ITEM # 16 October 7, 1997

Consider approving the selling of the following fixed assets from District Courts:

(1) EP8600 Minolta copier 610354

Moved: Commissioner Hays
Seconded: Commissioner Boatright
Motion: To approve District Courts sale of one (1) EP8600 Minolta copier (610354).
Vote: Motion carried 3 - 0 with Commissioner Heiligenstein absent from the dais.
< Clerk copy here >

CHANGE OF FIXED ASSET STATUS

DATE 9-17-97

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD Next Auction

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
1	EP 8600 Minolta Copier		610354

FROM (Transferor): (435) District Courts

TO (Transferee): Maintenance (509) for Auction

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

approved 10-7-97 John C. Dayler

Transferor - Elected Official/Department Head

Transferee - Elected Official/Department Head

AGENDA ITEM # 17 October 7, 1997

Consider approving the transfer of the following fixed assets from Justice of the Peace #3 to Sheriff's Office:

(1) Computer Desk A110557

Moved: Commissioner Hays
Seconded: Commissioner Boatright
Motion: To approve the transfer of one (1) computer desk (A110557) from Justice of the Peace #3 to Sheriff's Office.
Vote: Motion carried 3 - 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >

CHANGE OF FIXED ASSET STATUS

DATE September 18, 1997

THE FOLLOWING FIXED ASSET IS TO BE: (Circle One)

TRANSFERRED

SOLD

DISPOSED

FIXED ASSET

Quantity	Description	Model	Serial #
1	Computer Desk, Medium Oak Top	A110557	

FROM (Transferor): Jimmy Bitz, Justice of The Peace, Pct. #3

TO (Transferee): Ed Richards, Sheriff (C.I.D. Department)

The Transferor requests that this fixed asset be removed from the inventory for his/her office and placed in the inventory for the Transferee's office as of the date shown above.

approved 10-7-97
John C. Doerfler

Jimmy Bitz
Transferor - Elected Official/Department Head

Ed Richards
Transferee - Elected Official/Department Head

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 10:25 A.M. ON TUESDAY, OCTOBER 7, 1997.

AGENDA ITEM # 18 October 7, 1997

Discuss pending litigation: Tony Janson v. CCA, et al. (Executive session requested as per VTCA Government Code 551.071 pertaining to consultation with attorney).

Present were Judge Doerfler, Commissioners Heiligenstein, Boatright, Hays and County Attorney Gene Taylor, First Assistant County Attorney Dale Rye along with Captain Webster from the jail.

Tony Janson v. CCA, et al was discussed but no action was taken in Executive Session.

AGENDA ITEM # 19 October 7, 1997

Discuss pending litigation: Robert Russell Walker v. James Cooper, et al (Executive Session requested as per VTCA Govt. Code 551.071 pertaining to consultation with attorney).

Present were Judge Doerfler, Commissioners Heiligenstein, Boatright, Hays and County Attorney Gene Taylor, First Assistant County Attorney Dale Rye along with Captain Webster from the jail.

Robert Russell Walker vs. James Cooper, et al was discussed but no action was taken in Executive Session.

COMMISSIONERS COURT RECONVENED AT 10:30 A.M. ON TUESDAY, OCTOBER 7, 1997.

AGENDA ITEM # 20 October 7, 1997

Discuss and take appropriate action on pending litigation: Tony Janson vs. CCA, et al.

Moved: Judge Doerfler
Seconded: Commissioner Hays
Motion: To retain Dietz and Associates to represent Williamson County in pending litigation of Tony Janson vs. CCA, et al.
Vote: Motion carried 4 - 0

AGENDA ITEM # 21 October 7, 1997

Discuss and take appropriate action on pending litigation: Robert Russell Walker vs. James Cooper, et al.

Moved: Judge Doerfler
Seconded: Commissioner Boatright
Motion: To retain Dietz and Associates to represent Williamson County in pending litigation of Robert Russell Walker vs. James Cooper, et al.
Vote: Motion carried 3 - 0 with Commissioner Hays absent from the dais.

AGENDA ITEM # 22 October 7, 1997

Discuss and take appropriate action on continuance of Northridge Acres Project.

Judge Doerfler introduced First Assistant County Attorney Dale Rye for a presentation on the Northridge Acres project.

Mr. Rye advised he had been involved with this project for a number of years. "The first issue is a major health hazard now exists in this subdivision even in dry weather. Even for those who live in a home which does not have a failing private sewage disposal facility there are animals, insects and runoff down the ditches which causes health hazards.

Legally it is against the law to discharge sewage into the environment and to occupy a dwelling which does not have an approved sewage disposal system. If nothing is done about this situation, the people who occupy the dwellings which have a failing septic system are facing the possibility of criminal charges with a fine of up to $500.00 per day or be forced to cease discharging and occupancy of the dwelling until it has an approved system.

Given soil conditions in the area private sewage facilities for each of the homes would cost approximately $15,000.00 to $20,000.00 each. A cost effective issue would be some type collector system. People in the neighborhood need to be aware the Health District is aware of the violations in progress and are holding their enforcement actions in abeyance pending the resolution of this issue --the collector system and the step project in which we have been involved. If that project falls through it will be necessary for enforcement steps to be taken which could force residents to vacate their homes.

Because the soil is so saturated with sewage there is a significant possibility of filtration into the water system. Texas Natural Resources Conservation Commission is also aware of that problem and are also holding their enforcement actions in abeyance pending the resolution of the community collector system issue. If that issue is not resolved, TNRCC is in a position where steps will have to be taken regarding the water system - even to shutting it down. If the water system gets shut down, virtually everyone in the subdivision will be effected and the next step will be people wanting to move. The difficulty is there will be no purchasers under these conditions until this situation is resolved. When people begin realizing the current market value of their home is less than their current mortgage you face the possibility of their walking away from the mortgages and moving out of the neighborhood. Increasing vacant homes in the neighborhood cause health and social problems.

Basically the resolution of this problem is absolutely critical from a legal point of view because the rest of the county and society cannot tolerate this situation. If the collector system project falls through you need to understand the government is not in a position to bail you out - a fact which I am not sure all the Northridge Acres residents understand. Both the Cities of Round Rock and Austin have stated they have no interest in annexing this subdivision.

Williamson County and the State of Texas are **constitutionally prohibited** from operating utility systems which means the residents have the responsibility of resolving the problem. Grant funds are available from the State of Texas for community projects. For the last year and a half, Williamson County and the State of Texas along with various neighborhood residents have been working on the step program which involves work being done by the community. To receive the grant funds the community must be able to show they are contributing such a high level of effort the total cost of the project is substantially reduced. People who live in the community cannot be on the payroll of the project - it involves community volunteers contributing their time and effort.

The community program from the State of Texas requires substantial cooperation within the neighborhood which cannot be effective if they are in disagreement. And if this project does not happen then it will be the responsibility of each residence to have the $15,000.00 to $20,000.00 system installed.

The county government is on hold and the state government cannot help the situation without the cooperation of the neighborhood. So, the ball is in the court of the residents of Northridge Acres.

Williamson County and the State of Texas are willing to do anything they reasonably and legally can to facilitate the project which ultimately is the responsibility of the community."

Mrs. Nettie Brown, President of the Northridge Acres Homeowners Association acknowledged discord in the neighborhood and the dire need for the sewer project.

AGENDA ITEM # 23 October 7, 1997

Hear comments from Commissioners.

Commissioner Heiligenstein thanked County Engineer Joe England for all his time and professional efforts in the Northridge Acres project along with Dana Graham and Jane Tableriou.

COMMISSIONERS COURT ADJOURNED AT 11:15 A.M. ON TUESDAY, OCTOBER 7, 1997.

THE FOREGOING MINUTES in Volume 92 on pages 569 through 692, inclusive had at a Regular Session of Commissioners Court of Williamson County, Texas, having been read are hereby approved this 14th day of October, 1997.

_____
John C. Doerfler, County Judge

ATTEST: Elaine Bizzell, Clerk County Court & Ex-officio Clerk, Commissioners Court, Williamson County, Texas

by:_____
Deputy Clerk