

AGENDA ITEM 30

Discuss and take any appropriate action on architectural contract for Farmers State Bank Building.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve payment of \$22,000.00 in architectural fees to David Voelter for design work on the Farmers State Bank Building.

Vote: **4 - 0**

< Attachment >

Voelter Associates Inc.

1 9 9 7 Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty Seventh day of February in the year Two Thousand and One.

BETWEEN the Architect's Client identified as the Owner:

Williamson County
John Doerfler, County Judge
710 Main Street, Suite 201
Georgetown, TX 78626

For the following project:

Phase 2 Finish-out of the Farmers State Bank Building at 716 Austin Avenue,
Georgetown, TX, for the Williamson County Historical Museum.

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

.1 The first phase of work has been completed and consisted of repairs to the envelope of the building including new roof framing, membrane and restoration of skylights / clerestory windows, cleaning and repairing terracotta front and stone rear, building new rear entrance with elevator shaft, installing new air conditioning system and attic ductwork, and replacing electrical conduit.

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is a Museum being organized for the following purposes:

- .1 to collect, preserve, and exhibit documents and materials relating to the history of Williamson County.
- .2 to offer educational programs to students and the general public relating to County history.
- .3 to maintain the premises as a historical museum open to the public.

1.1.2.2 The physical parameters are:

- .1 a historic building resting on a 30'x120' lot in downtown Georgetown
- .2 structure consists of wooden roof trusses supported by limestone party walls.
- .3 a Greek Revival front is constructed of terracotta.

1.1.2.3 The Owner's Program is:

- .1 develop areas for museum display including fixed display areas, movable panels, and public-access computers.
- .2 to develop new accessible rest rooms at ground level toward the rear of the building along with space for a kitchenette, mobile shelving, storage, janitorial facilities, and an equipment room to serve a new elevator to be installed.
- .3 to construct a glassed-in office for a Museum Director and provide space for a volunteer-operated Gift Shop.

Voelter Associates Inc.

.4 to reconstruct and expand the existing Mezzanine with space for storage, work tables for preparation of exhibits and research, rear-screen projection, and an office for the Williamson County Historical Commission. An effort will be made to extend plumbing to the Mezzanine to make a sink available to the Work Area. An Alternate Bid is being considered to further extend the Mezzanine to mirror the Storage area recently added along the south wall.

.5 to extend ductwork from the existing air conditioning system to the new areas.

.6 to upgrade electrical service as required and provide new lighting for the display areas and other new areas compatible with the character of the building yet with low ultraviolet output. It will also be important to provide UV control at the skylights and east-facing glass.

.7 to extend plumbing for new restrooms and kitchenette.

1.1.2.4 The legal parameters are:

.1 that the property is located on Lot 1, Block 41 (originally 5) in the City of Georgetown and will be subject to certain regulations.

.2 that the building is owned by Williamson County and has been designated by the Commissioners Court under a 50-year lease as space for the Williamson County Historical Commission to hold its meetings and store records as well as develop a Museum to operate under the direction of the Williamson County Historical Commission.

1.1.2.5 The financial parameters are as follows:

.1 Since detailed planning for the completion of the building's interior is in the early stages, a budget figure of \$150,000 has been established with professional fees proposed on a percentage basis.

.2 As progress is made with construction documents, construction estimates will be updated and adjustments will be made to fees. After the final plans are set and an accurate budget established, applications will be made for grants to fund construction.

1.1.2.6 The time parameters are to complete the work according to the following schedule:

.1	Schematic Design with budget update	-	April 12, 2001
	Design Development	-	May 10, 2001
	Construction Documents	-	August 9, 2001

.2 Bidding and Construction schedules will depend upon availability of funds, as soon after August 9 as possible.

1.1.2.7 The proposed procurement or delivery method for the Project is Competitive Bids.

1.1.2.8 Other parameters are:

.1 Schematic and final plans will be submitted to the Texas Historical Commission for its review and comment.

.2 Upon completion plans will be submitted for accessibility review. When construction is complete, a final inspection will be made by whomever reviewed the plans. The fees vary with construction and the company who does the review and inspection. A budget estimate for the combined fee is \$800.

Voelter Associates Inc.

1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:
Mr. Joe Latteo
Director of Maintenance

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:

- .1 The Williamson County Historical Commission
- .2 The Williamson County Historical Museum Board

1.1.3.3 The Owner's other possible consultants and contractors are those who might be engaged by Mr. Joe Latteo for other work related to the building.

1.1.3.4 The Architect's Designated Representative is:
David L. Voelter, AIA
P.O. Box 97
Georgetown, TX 78627-0097

1.1.3.5 The consultants retained at the Architect's expense are:

Structural - Fisher Hagood Inc.
One Chisholm Trail, Suite 5200
Round Rock, TX 78681

MEP - Myers & Associates
445 Hwy 195, Suite B
Georgetown, TX 78628

1.1.4 Other important initial information is:
N/A

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 a current as of the date of this Agreement.

1.1.6 The information contained in this Article may be reasonably relied upon by the Owner Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

Voelter Associates Inc.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner, represented by the Williamson County Historical Commission and Williamson County Historical Museum Board, shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, on a timely basis, information necessary for the development of plans and specifications.

1.2.2.2 The Owner shall periodically review budget updates for the Project with the Architect, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated 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.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and approval of submissions by

Voelter Associates Inc.

authorities having jurisdiction over the Project. Time established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner,

1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work 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, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their 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.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

Voelter Associates Inc.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service 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 reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

Voelter Associates Inc.

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- .1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- .2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service; 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 parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- .3 decisions of the Owner not rendered in a timely manner;
- .4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- .5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- .7 change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of

Voelter Associates Inc.

arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

1.3.5.3 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 statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration of Architects 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 parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 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.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

Voelter Associates Inc.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

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

1.3.7.3 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. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, 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 or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 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.

1.3.7.6 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 or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, 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 the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for The American Institute of Architects the Architect in the Owner's promotional materials for the Project.

1.3.7.8 The Architect shall not be required to sign any documents, no matter by whom requested, that would result in the Architect's having to certify, guarantee or warrant the existence of conditions whose existence the Architect cannot ascertain. The Owner also agrees not to make resolution of any dispute with the Architect or payment of any amount due to the Architect in any way contingent upon the Architect's signing any such certification. The Architect shall not be required to execute certificates that would void Professional Liability Insurance.

Voelter Associates Inc.

1.3.7.9 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 the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. 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. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for the services formed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 180 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 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.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

1.3.8.6 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 Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

Voelter Associates Inc.

1.3.9 PAYMENTS TO THE ARCHITECT

1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly thru Construction Documents phase upon presentation of the Architect's statement of services. 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 adjudged to be liable.

1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1** transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications.
- .2** fees paid for securing approval of authorities having jurisdiction over the Project;
- .3** reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4** expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5** renderings, models and mock-ups requested by the Owner;
- .6** expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7** reimbursable expenses as designated in Paragraph 1.5.5;
- .8** other similar direct Project-related expenditures.

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

1.3.9.4 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 contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the 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. This Agreement comprises this document and the document listed below.

1.4.1.1 Preliminary floor plan sketch showing concept of finish-out being studied by the Museum Board..

Voelter Associates Inc.

1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

.1 To the maximum extent permitted by law, the Owner agrees to limit the liability of the Architect and Consultants for the Owner's damages to the sum of \$100,000 or the total fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows: Fourteen percent (14%) of the construction cost. Based on a preliminary construction cost of \$150,000, the fee will be \$22,000.

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1. The Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

.1 As estimates for construction cost become more accurate with the development of Construction Documents, total fee and schedule of payments will be adjusted accordingly.

.2 An estimate of statement amounts is as follows:

March 1	-	\$ 1,925.00
April 1	-	\$ 1,925.00
May 1	-	\$ 1,925.00
June 1	-	\$ 1,925.00
July 1	-	\$ 2,933.00
August 1	-	\$ 2,933.00
September 1	-	\$ 2,934.00

.3 When funds for construction are available and advertising for bids moves forward, the remaining fee will be divided over time of construction and billed monthly.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one point one (1.1) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one point one (1.1) times the expenses incurred by the Architect, and the Architect's employees and consultants.

1.5.5 Other Reimbursable Expenses, if any, are as follows:
N/A

1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of ZERO Dollars and no / 100 (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment.

Voelter Associates Inc.

Subsequent payments for services shall be made as set forth in Subparagraph 1.3.9.1 and shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable days from the date of the Architect's invoice. Amounts unpaid SIXTY (60) 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.

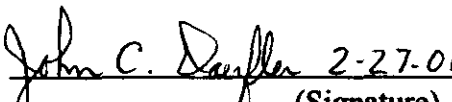
ten percent (10%)

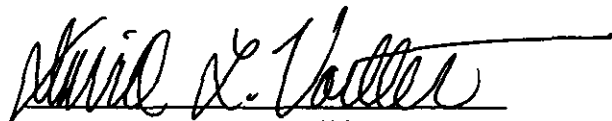
1.5.9 If the services covered by this Agreement have not been completed within months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

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

OWNER
WILLIAMSON COUNTY

ARCHITECT
VOELTER ASSOCIATES, INC.

 2-27-01
(Signature)
John Doerfler, County Judge


(Signature)
David L. Voelter, President

10:30

AGENDA ITEM 31

Hold public hearing for establishment of Avery Ranch Road District No. 1.

Judge Doerfler announced the public hearing open at 10:30 a.m., on Tuesday, February 27, 2001.

Charlie Crossfield discussed the forming of Avery Ranch Road District No. 1.

Gary Kimball, financial advisor with First Southwest discussed the road district and issuance of bonds.

Bob Wunsch, a representative of Avery Ranch, discussed construction and development of Avery Ranch.

Judge Doerfler announced the public hearing closed at 10:43 a.m., on Tuesday, February 27, 2001.

AGENDA ITEM 32

Consider and take action regarding "Order Creating and Establishing Avery Ranch Road Dist. No. 1 and ordering other matters incident and related to the creation and establishment of such road district."

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve "Order Creating and Establishing Avery Ranch Road Dist. No. 1 and ordering other matters incident and related to the creation and establishment of such road district."

Vote: **3 – 0** with Commissioner Hays absent from the dais.

< Attachment >