

**AGENDA ITEM 26**

Discuss and take appropriate action on Part 1 Design/Build agreement for the jail addition and the separate construction management agreement between the owner and architect for courts addition.

Glenn McDonald, Vice President of Landmark Organization, L. P., discussed the design/build agreement, and the differences between a lump sum fixed price contract and a cost plus type contract, suggesting that a lump sum fixed price contract would be the most advantageous for the county.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve a modified lump sum fixed price contract as opposed to the cost plus type contract.

First Assistant County Attorney Dale Rye stated for the record that County Attorney Gene Taylor had been assured by Landmark that this issue would not be discussed at the meeting this week.

Mr. McDonald stated that Landmark had made no agreement not to discuss the contract issue, but that they had agreed to respond with their comments on Mr. Taylor's draft of the contract.

Jim Broaddus from Broaddus & Associates stated that the number one issue is project definition before a contract is finalized.

Commissioner Heiligenstein withdrew his motion in response to possible design changes that would affect the project. Commissioner Boatright withdrew his second.

No further action was taken on this item.

< Attachment >