

AGENDA ITEM 37

Consider setting a date for public hearing for posted speed limit on Rabbit Hollow Lane in Georgetown.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To table this item until the June 4, 2002 meeting.

Vote: **5 - 0**

AGENDA ITEM 38

Discuss and take appropriate action on road bond program.

Mike Weaver discussed TxDOT's proposed RMA rules changes. He said that there are still some problem areas regarding revenues and appointment of members to the RMA board. The draft of the proposed changes should be available during the week of June 10, 2002. He stated that the intention is for the rules to be adopted on June 27, 2002.

No action was taken on this agenda item.

AGENDA ITEM 39

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee addressed the court concerning the jail/garage phase of the project. He said that there was a substantial amount of water that collected from the storm last night, which would delay the project until the water could be removed. He said that they would probably set the bid date back for a few weeks for the courts project to try to get the price down on the project.

No action was taken on this agenda item.

AGENDA ITEM 40

Hear presentation on East Williamson County Park & Special Events Center and take any action desired.

Mike Godfrey of Spencer Godfrey Architects displayed the plans for the facility and answered questions.

No action was taken on this agenda item.

AGENDA ITEM 41

Consider approving professional service agreement for design of JP #4 building.

Judge Doerfler stated that money for the project would come from the current budget and the sale of the existing building.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve a professional services agreement with Ray Gill & Associates for the design of the JP #4 building, contingent on review by the County Attorney.

Vote: **5 - 0**

< Attachment >

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF WILLIAMSON §

This Agreement is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and R.Gill & Associates(*the "Architect"*).

WHEREAS, *County* proposes to construct a Justice of the Peace Pct.#4 Office and Courtroom in Taylor, Texas at the Southeast corner of Vance and 6th street.

WHEREAS, *County* desires to obtain professional services for the design and construction documents for the Justice of the Peace Pct #4 Office and Courtroom (*the "Project"*);

WHEREAS, Architect has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and Architect agree to the performance of the professional services by Architect and the payment for these services by *County* as set forth herein.

Section I

Employment of the Architect

County agrees to employ Architect and Architect agrees to perform professional architectural services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (*individually or collectively the "County Judge"*). The *County Judge* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II

Basic Services of the Architect

- A. In consideration of the compensation herein provided, Architect shall perform professional services for the *Project*, which are acceptable to the *County Judge*, based on standard practices and the scope of work described on the Exhibits attached to this Agreement. Architect shall also serve as *County's* professional in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of services.
- B. Architect shall not commence work until Architect has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Judge* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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- C. *County* shall provide Architect with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular *Project* at no cost to Architect; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Judge* so instructs Architect.
- D. Architect shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the *Project*, including any Public Hearings, satisfactory to the *County Judge* and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the *Project*:
 - a. National Environmental Policy Act (NEPA)
 - b. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994
 - c. Americans with Disabilities Act (ADA) Regulations
 - d. Southern Building Code, 1997 edition
 - e. National Electrical Code (most current version) with City of Taylor modifications
 - f. Williamson County Bond Program Standard Procedures Manual
 3. As part of the Scope of Services, Architect shall submit its work products to *County* for review at regular intervals.
 4. The detailed Scope of Services for the *Project* is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

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Section III
Fee schedule

- A. For and in consideration of the performance by Architect of the work described in the Scope of Services, *County* shall pay and Architect shall receive the fee set forth in Exhibit I. The fee is based upon a percentage of construction cost set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by Architect on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services Architect shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of Architect's services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on Architect.

Section IV
Period of Service

- A. Architect shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. Architect shall complete all design work as described in the Scope of Services within 180 calendar days from receipt by Architect of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither Architect nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Architect's or *County's* reasonable control. Upon the discovery of such an event, Architect shall notify *County*, and attend a special meeting with the *County Judge* to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *County Judge*.
- D. *County* may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by Architect of written

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Notice of Reinstatement from *County. Architect*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Architect's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Architect* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard Architectural practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and *County* may terminate this Agreement for reasons other than substantial failure by Architect to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. Architect shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of Architect to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, Architect shall be liable for any additional costs incurred by *County*.
- F. Architect specifically acknowledges that *County* will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining *County's* actual damages, Architect agrees that one-hundred and No/100 Dollars (\$ -100.00-) per day shall be retained by *County* from any amounts due Architect for every day that Architect does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete Architectural work product of service is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an Architectural work product of service received by *County* is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the Architectural work product of service to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The *County Judge* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to Architect's services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. Architect shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Judge* in substantially the form of Attachment A to Exhibit I.
- C. Architect shall furnish all available data and reasonable assistance necessary for the

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development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that Architect shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

- D. Architect shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in Architect's judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. Architect shall cooperate and coordinate with *County's* staff, and other Architects and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Documents

- A. Architect's Architectural documents will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "Architectural documents"), shall be submitted by Architect on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the Architectural documents the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the Architectural documents in compliance with the requirements of this Agreement. . The completeness of any Architectural documents submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify Architect in writing within such 30-day period if such documents have been found to be incomplete.
- C. If the submission is complete, *County* shall notify Architect and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify Architect, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to Architect, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Judge's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, Architect shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Judge*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

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- G. After approval of final Architectural documents, Architect shall without additional compensation perform any work required as a result of Architect's development of the documents which is found to be in error or omission due to Architect's negligence. However, any work required or occasioned for the convenience of County after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of Architect's documents as complete, accepted, or approved under this Agreement, the decision of the County Judge shall be final and binding on Architect, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Documents

Architect shall make without expense to County such revisions to the documents as may be required to correct negligent errors or omissions so the documents meets the needs of County, but after the approval of the documents any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Architect shall entitle Architect to additional compensation for such extra services and expenses, provided however, that Architect agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the Architect's development of the documents, at any time, without additional compensation. If it is necessary due to such error or omission by Architect to revise the plans in order to make the Project constructable, Architect shall do so without additional compensation. In the event of any dispute over the classification of Architect's services as Basic or Additional Services under this Agreement, the decision of the County Judge shall be final and binding on Architect, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Architect's Responsibility and Liability

- A. Architect covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Architect shall inform County of such event within five working days.
- B. Architect shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the County Judge regarding county permitting or similar requirements properly waivable by the County Judge.

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- C. Acceptance and approval of the final plans by *County* shall not release Architect of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Architect.
- D. Architect shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of Architect or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, Architect shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. Architect's opinions of probable *Project* cost or construction cost represent Architect's professional judgment as a design professional familiar with the construction industry, but Architect does not guarantee that proposals, bids, or the construction cost, itself, will not vary from Architect's opinions of probable cost.
- F. Architect shall perform all services and responsibilities required of Architect under this Agreement using at least that standard of care which a reasonably prudent Architect in Texas, who is licensed by the Texas Board of Architectural Examiners, as applicable, would use in similar circumstances.
- G. Architect represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that Architect shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key Architect and professional personnel.
- H. All employees of Architect shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Architect, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. Architect shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. Architect shall place his Texas Professional Architect's seal of endorsement on all documents and Architectural data furnished to *County*, as required by law.
- K. Architect is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of Architect shall be classified as an employee of *County*.

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Section IX
Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Architect are the property of the County and upon completion of the work or termination of this Agreement or as otherwise instructed by County and/or County Judge, a copy shall be delivered to County in an organized fashion. The Architect will retain a copy.
- B. Any reuse by Architect of any such documents described in subsection A above, without the specific written consent of County shall be at Architect's sole risk and without liability or legal exposure to County. Should Architect be terminated, Architect shall not be liable for County's use of partially completed designs, plans, or specifications on this Project or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by Architect, or Surveyor, as applicable, as specified by professional standards.
- C. Architect will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity and without the specific written consent of Architect. The documents will not be used for any purpose other than the specified project without written approval of the Architect.

Section X
Maintenance of and Right of Access to Records

- A. Architect agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. Architect further agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Architect, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Architect agrees that County shall have access during normal working hours to all necessary Architect facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Architect reasonable advance notice of intended audits.
- C. Architect further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that County shall, until the expiration of three (3) years

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after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

- D. *Architect* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Architect* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **Severability.** Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. **Venue.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *Architect* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Architect.** *Architect* certifies that neither *Architect* nor any members of *Architect's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Architect*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Architect*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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Architect further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the *Project* involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. *Notice.* Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ARCHITECT: R. Gill & Associates
 P.O. Box 217
 Round Rock, TX 78680-0217

COUNTY: Williamson County (or successor)
 701 Main St. Suite 201
 Georgetown, TX 78626

with copy to: Honorable Gene Taylor (or successor)
 Williamson County Attorney

 Attn: File No.

and to: _____

- F. *Insurance Requirements.* Architect agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. *Property Taxes.* Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that Architect is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, Architect hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if Architect is delinquent in the payment of property taxes.
- H. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of *County* and Architect and their respective successors, executors, administrators, and assigns. Neither *County* nor Architect may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

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- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** Architect shall provide to County Judge upon submittal of Architect's initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** Architect shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Architect shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after Architect becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Architect), whether or not it results from or involves any action or failure to act by the Architect or any employee or agent of the Architect and which arises in any manner from the performance of this Agreement, the Architect shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Architect shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Architect, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Architect's performance of work under this Agreement.
- M. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between County and Architect and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both County and Architect. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. **Captions Not a Part Hereof.** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

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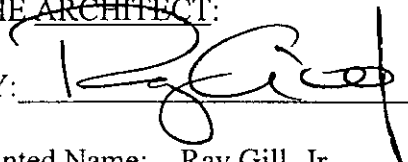
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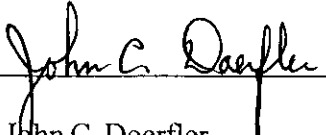
- P. **Entity Status.** By my signature below, I certify that Ray Gill, Jr. is an Architect, duly authorized to transact and do business in the State of Texas.
- Q. **Acknowledgement.** As a duly authorized representative of Architect, I acknowledge by my signature below that I have read and understand the above paragraphs and that Architect has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. **Definition of Architect.** The term "Architect" as used herein is defined as including as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Architect shall relate to those standards promulgated by the Texas Board of Architectural Examiners, 333 Guadalupe Suite 2-350, Austin, Texas 78701 telephone (512) 305-9000 who has jurisdiction over individuals licensed under the Architects' Registration Law. Texas Civil Statutes, Article 249a.

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EXECUTED this _____ day of _____, 2001.

THE ARCHITECT:
BY: 
Printed Name: Ray Gill, Jr

WILLIAMSON COUNTY:
BY:  5-28-02
John C. Doerfler
Williamson County Judge

Title: Architect

Reviewed as to Form By: _____
County Attorney

Funds Verified By: _____
County Auditor

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EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be a sum not to exceed 15% of the total construction cost of the total improvements of the project.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be 10% of the actual construction cost of the total improvements of the project.
- 1.3 Architect shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 NA

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the Architect to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and Architect. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Architect's responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and Architect have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Architect shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Architect from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The Architect shall not

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perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 Architect shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, Architect shall not be compensated for work made necessary by Architect's negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is 15% of the construction cost, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 - REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, Architect shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by Architect.

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ATTACHMENT A

WORK AUTHORIZATION NO. _____

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and R. Gill & Associates (*the "Architect"*).

Part 1. The Architect will provide the following Architectural services:

The project is to be 3600 sq.ft. or less of heated and cooled space. Consisting of toilets, court room, offices, drive thru window, break area and storage. Services provided consist of architectural plans and specifications for the structure and site plan along with the foundation design, Mechanical, Electrical, and Plumbing documents. Contact administration during construction is also included. All soil testing and civil engineering, if needed, will be the responsibility of the County. All printing and miscellaneous expenses will be paid by the County.

Part 2. The maximum amount payable for services under this Work Authorization without modification is 15% of the construction cost.

Part 3. Payment to the Architect for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on October 31, 2003, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

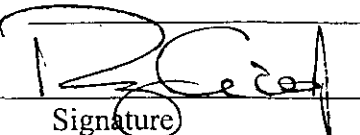
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ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ARCHITECT:

By: 
SignatureRay Gill, Jr.

Printed Name

Architect

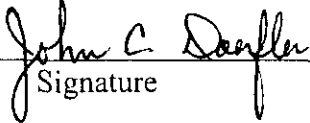
Title

5/8/02

Date

COUNTY:

Williamson County, Texas

By:  5-28-02
SignatureJohn C. Doerfler

Printed Name

County Judge

Title

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Architect

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

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EXHIBIT II
HOURLY RATES

- 1. Senior Architect.....\$ 175.00 |
- 2. Graduate Architect.....\$ 75.00 |
- 3. Technician.....\$ 50.00 |
- 4. Secretary/Clerical.....\$ 35.00 |
- 5. Expert Witness Testimony.....\$ 250.00 |

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EXHIBIT III**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to Architect for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, County shall pay and Architect shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the County Judge.
4. In the event of any dispute over the classification of Architect's services as either basic or additional services, the decision of the County Judge shall be final and binding.

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EXHIBIT IV**PRODUCTION SCHEDULE**

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. Architect shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to Architect shall not be included within the days allowed for completion.

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EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**Procedures for Architect to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, Architect shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination Architect shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay Architect for approved services actually performed under this Agreement, less previous payments.
4. Failure by Architect to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by Architect of any and all rights or claims to collect the fee that Architect may rightfully be entitled to for services performed under this Agreement.

Procedures for Architect to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, Architect shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by Architect unless requested by *County*.
2. During the period of suspension, Architect may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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Procedures for Architect to follow upon exercise of right to terminate for substantial failure of County to perform:

1. In the event that Architect exercises such right to terminate, within thirty (30) days after receipt by County of Architect's Notice of Termination, Architect shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to County as a pre-condition to final payment. Upon the above conditions being met, County shall pay Architect for approved services actually performed under this Agreement, less previous payments.
3. Failure by Architect to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by Architect of any and all rights or claims to collect the fee that Architect may rightfully be entitled to for services performed under this Agreement.

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EXHIBIT VIEQUAL OPPORTUNITY IN EMPLOYMENT

- A. Architect will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. Architect will, in all solicitations or advertisements for employees placed by or on behalf of Architect, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Architect will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of Architect's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. NA
- E. Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of Architect's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Architect may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. Architect will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. Architect will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event

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Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, Architect may request *County* and United States to enter into such litigation to protect the interest of the United States.

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EXHIBIT VII**INSURANCE REQUIREMENTS**

During the life of this Agreement, Architect agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 500,000.00 per occurrence and \$ 1,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 100,000.00 per occurrence and \$ 300,000.00 in the aggregate. Architect shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 100,000.00.
- E. In the event Architect is self-insured in connection with any or all of the above-required insurance policies, Architect shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Architect shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. Architect shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of Architect hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

Architect shall furnish *County* with a certification of coverage issued by the insurer. Architect shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the Architect, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which

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absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ARCHITECT SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ARCHITECTURAL PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

05/28/2002

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APPENDIX B

CONTRACTOR'S QUALIFICATIONS STATEMENT

See Attached

Exhibit A- Services to be provided by the County.

1. Topographical & Tree Survey
2. Soil Borings and Testing required prior to and during construction.
3. Printing and copying
4. Expenses associated with State of Texas ADA review
5. Any other normal items not covered in the Architects responsibilities.

Exhibit B- Services provided by the Architect.

1. The *Architect* will provide the following Architectural services:

The project is to be 3600 sq.ft. or less of heated and cooled space. Consisting of toilets, courtroom, offices, drive thru window, break area and storage. Services provided consist of architectural plans and specifications for the structure and site plan along with the foundation design, Mechanical, Electrical, and Plumbing documents. Contact administration during construction is also included.

Exhibit C- Work Schedule

1. Completion of Design Phase. August 15th, 2002
2. Completion of Construction Document Phase. October 28th, 2002.
3. Bid Phase Completion November 26, 2002

Exhibit D- Fee Schedule

1. Schematic Design Phase	15%	Estimated Cost
2. Design Phase	20%	Estimated Cost
3. Construction Document Phase	35%	Estimated Cost
4. Bid Phase	10%	Actual bid Cost
5. Contract Administration	<u>20%</u>	Actual contract Cost
Total	100%	

RAYMOND A. GILL, Jr.**EDUCATION:**

Bachelor of Architecture - University of Texas 1970

REGISTRATION:

Texas Architect	5152
Arizona Architect	33085
New Mexico Architect	3240
Tennessee Architect	101723
NCARB	15613

BUSINESS ACTIVITIES:

Sept. 2000- Present Returned R.Gill & Associates to Sole proprietorship.
 1999 to June 1, 2000 Senior Vice President of Churchill & Kaye, L.P., merged R. Gill & Associates with Churchill & Kaye, L.P.
 1988 to Oct '99 Re-established R. Gill & Associates.
 1982-1988 Managing partner of the firm of Gill, Spencer, Powell, Architects, in charge of operations and business development.
 1974-1982 Operated the firm of R. Gill & Associates.
 1971-1974 Employed by National Resort Communities as Manager of Construction Services.

PROFESSIONAL ACTIVITIES:

1986-1987 National Architectural Accreditation Board (NAAB). Three member team charged to review and make a site visit to a university for the purpose of reviewing for accreditation of their architectural program:
 1986 University of Tennessee.
 1987 University of Southwestern Louisiana.
 1984 Chairman, Texas Board of Architectural Examiners.
 1984 Chairman, 1985 Architectural Licensing Exam.
 1983-1986 Committee, Exam Planning Council.
 1983 Committee, Exam Validation.
 1983 Chairman, Building Design Exam Committee.
 Chairman, Site Design Exam Committee.
 1982 Chairman, Building Design Exam Committee.
 1981-1982 Exam Coordinating Council.
 1981 Exam Writing Committee member.
 1979-1986 Board Member - National Council of Architectural Registration Boards (NCARB). NCARB Board is made up of Governor appointees from all states and five additional foreign jurisdictions. NCARB is charged with the responsibility of testing and certifying, to a national standard, the qualifications required to practice architecture. I served on various committees, culminating with the ultimate honor of Chairman of the committee responsible for writing and implementing the 1985 Architectural Registration Exam.
 1979 Appointed by Governor Bill Clements to a six-year term on the Texas Board of Architectural Examiners.

PARTIAL CLIENT LIST
R. GILL & ASSOCIATES, ARCHITECTS

MANUFACTURING/INDUSTRIAL

- ** Reddy Ice Corportation - Austin, Nashville, Memphis, Phoenix
- ** Tellabs Texas, Inc. - Phase I, II, III, IV - Round Rock, Texas
- NSW Corporation - Austin, Texas
- White Swan (Waples Platter) - Distribution Warehouse, Austin, Texas
- Taco Bell Warehouse - Austin, Texas
- Comfort Mechanical - Austin, Texas
- ** I.B.M. Lease Warehouse - Austin, Texas
- Applied Information Memories - Round Rock, Texas
- ** Trammell Crow Warehouse - Austin, Texas
- ** Trammell Crow Warehouse - Dell/Braker Center, Austin, Texas
- ** Trammell Crow Warehouse - AirBorne, Austin, Texas
- ** Trammell Crow Warehouse - Mobil Chemical, Temple, Texas
- ** Trammell Crow Warehouse - (24 Acre Land Plan), Austin, Texas
- 308 Texas Avenue Joint Venture Warehouse, Round Rock, Texas
- Weed Instrument - Round Rock, Texas
- I.B.M./Rolm - Austin, Texas
- Royal Vans Warehouse - Austin, Texas
- ** Industrial Properties - (John Stemmons), Dallas, Texas
- RTW Warehouse - Austin, Texas
- ** Centex Machining, Inc. - Round Rock, Texas
- Bonded Warehouse - Guinea, West Africa
- AMP Packaging Systems - Round Rock, Texas
- Economy Supply Co. - Round Rock, Texas
- ** Featherlite Building Products Corp. - Dallas, Texas
- ** Featherlite Building Products Corp. - Converse, Texas
- ** Featherlite Building Products Corp. - Round Rock, Texas
- ** Featherlite Building Products Corp. - El Paso, Texas
- ** Reddy Ice Corp. - Austin, Texas
- ** Reddy Ice Corp. - Nashville, Tennessee

AUTOMOBILE DEALERSHIPS

- Roger Beasley Honda Dealership - San Marcos, Texas
- Autoplex 2000 Dealership, Mercedes/Volvo/Buick/Saturn - Beaumont, Texas
- Champion Dodge - Mobile, Alabama
- ** Classic Olds, Honda Dealership - Round Rock, Texas
- ** Classic Toyota - Round Rock - Texas
- ** Classic Carwash and Lube - Round Rock, Texas
- ** Classic Used Car and Body Shop - Round Rock, Texas
- Maxwell Oldsmobile Plymouth - Taylor, Texas
- Round Rock Nissan - Round Rock, Texas
- ** Twin City Motors - Port Arthur, Texas
- ** Honda Motors - Port Arthur, Texas
- ** GMC - Port Arthur, Texas
- Taco Bell Warehouse - Austin, Texas
- Comfort Mechanical - Austin, Texas
- ** I.B.M. Lease Warehouse - Austin, Texas
- Applied Information Memories - Round Rock, Texas

OFFICE BUILDINGS/COMMERCIAL

- J.B. Goodwin Real Estate Office, Round Rock, Texas
- Leroy Jordan Redwood Lumber, Austin, Texas
- ** Texas Development Corp. - I.B.M. Lease Space, 100,000 sq. ft.
- ** I.B.M. Lease Space - 60,000 sq. ft.
- Colorado Square Shopping Center
- ** National Bank of Commerce Office Tower, 5 story - Austin, Texas
- ** Round Rock Administration Building Addition - Round Rock, Texas
- ** H & C Office Building - Austin, Texas
- ** Texas Heritage Shopping Center - Austin, Texas
- ** Research Square Office Complex - Austin, Texas
- ** Vara Company Headquarters Office Building - Austin, Texas
- ** Vara Shoal Creek Office Building - Austin, Texas
- ** Bratton Lane Strip Center - Austin, Texas
- ** Highland Resources, Inc. Great Oaks Building - Round Rock, Texas
- Lone Star Gas Company - Round Rock, Texas
- Parker and Rogers Office Building - Georgetown, Texas
- Monument Cafe - Georgetown, Texas
- Lakeway Commons Retail Center - Lakeway, Texas
- Texas Beef Industry Council - Austin, Texas

FINANCIAL INSTITUTIONS

- First National Bank of Round Rock Motor Bank - Round Rock, Texas
- ** Equitable Savings - Austin, Texas
- Taylor Savings and Loan - Taylor, Texas
- ** Equitable Savings - Pflugerville, Texas
- ** National Bank of Commerce - Austin, Texas
- I.B.M. Employees Credit Union - Austin, Texas
- ** Equitable Savings - Georgetown, Texas
- Ben Milam Savings - Rockdale, Texas
- ** Telco Credit Union Expansion - Austin, Texas
- ** Brushy Creek National Bank - Round Rock, Texas
- Texas Department of Public Safety Credit Union
- ** Hutto State Bank - Hutto, Texas

EDUCATIONAL FACILITIES

- ** Berkman Elementary School - Round Rock, Texas
- ** C.D. Fulkes Middle School Renovation and New Classroom/Cafeteria Addition - Round Rock, Texas
- ** Round Rock Central Kitchen/Warehouse - Round Rock, Texas
- ** C.D. Fulkes Music Facility - Round Rock, Texas
- ** Round Rock High School Athletic Facility - Round Rock, Texas
- ** Ortega Elementary School Renovations - Austin, Texas
- ** Double File Trail Elementary School - Round Rock, Texas
- ** Round Rock High School Addition - Round Rock, Texas
- Sanger Elementary School - Sanger, Texas
- ** Austin I.S.D. Facilities Audit Report - Austin, Texas
- ** Round Rock High School Master Plan - Round Rock, Texas
- ** Berkman Elementary School Cafeteria/Library Addition - Round Rock, Texas
- ** C.D. Fulkes Middle School Library/Classroom Addition - Round Rock, Texas

MEDICAL FACILITIES

Taylor Medical and Surgical Clinic - Taylor, Texas
 Round Rock Medical Professional Building - Round Rock, Texas
 Goodson Macauley Dental Clinic - Round Rock, Texas
 Rock Chiropractic Clinic- Round Rock, Texas

GOVERNMENTAL BUILDINGS

** Round Rock Public Library - Round Rock, Texas
 ** Round Rock Fire Station - Round Rock, Texas
 ** Round Rock Police Department - Round Rock, Texas
 ** Round Rock City Hall Programming - Round Rock, Texas
 ** Round Rock City Hall Complex - Round Rock, Texas
 ** Round Rock Police Department Relocation - Round Rock, Texas
 ** Forest Creek Golf Club - Round Rock, Texas
 ** Round Rock Parks and Recreation Relocation - Round Rock, Texas
 ** Williamson County Annex - Taylor, Texas
 ** Schwertner Community Center- Schwertner, Texas

FEDERAL PROJECTS

Round Rock Post Office - Round Rock, Texas
 Bergstrom Air Force Base Housing Rehabilitation (see renovations)

RELIGIOUS FACILITIES

** St. Thomas More Catholic Church - Austin, Texas
 St. Williams Catholic Church - Round Rock, Texas
 St. Mary Our Lady of the Lake - Lago Vista, Texas
 St. Paul Lutheran Church - Thorndale, Texas
 ** Westlake Presbyterian Church - Austin, Texas
 ** St. Thomas More Parish Expansion - Austin, Texas
 Peace Lutheran Church - Austin, Texas
 ** The Church of Jesus Christ of the Latter Day Saints, Parker Lane, Austin, Texas
 St. Margaret Mary Catholic Church Rectory - Leander, Texas
 First Baptist Church - Round Rock, Texas
 Our Mother of Sorrows Catholic Church - Burnet Texas
 ** The Church of Jesus Christ of the Latter Day Saints- Marble Fall, Texas
 ** The Church of Jesus Christ of the Latter Day Saints - Austin, Texas
 ** St. Margaret Mary Catholic Church - Cedar Park, Texas

RENOVATION AND REHABILITATION

Earl's Brushy Creek Gallery - Round Rock, Texas
 ** Round Rock Middle School - Round Rock, Texas
 ** Berkman Elementary School - Round Rock, Texas
 Round Rock Senior Citizen's Center Renovation/Addition - Round Rock, Texas
 ** Caswell House - Austin, Texas
 Round Rock Leader Newspaper - Round Rock, Texas
 ** Round Rock City Hall Annex Renovation - Round Rock, Texas
 ** Williamson County Courthouse, Georgetown, Texas
 ** Manhattan's Restaurant, Round Rock, Texas
 ** Williamson County Health Department, Georgetown, Texas
 ** Williamson County Annex Remodel & Addition, Round Rock, Texas
 ** Central Fire Station Remodel - Round Rock, Texas

RENOVATION AND REHABILITATION - CONT.

- ** Williamson County Health Department - Georgetown, Texas
- ** Williamson County Courts Addition - Georgetown, Texas
- ** Round Rock Police Department Remodel - Round Rock, Texas
- Good Eats Cafe - Round Rock, Texas
- Whisper Hollow apartment office

RESORTS/GOLF FACILITIES

- Round Rock Country Club Bath House - Round Rock, Texas
- ** Forest Creek Golf Club- Round Rock, Texas
- ** Golf Corp., CCA/Silband - Dallas, Texas
- Horseshoe Bay Resort, Flintrock Club House - Horseshoe Bay, Texas

- ** Indicates repeat client work

AGENDA ITEM 42

Discuss and take appropriate action on designation of interest income from various GOs and COs (special projects) to specific line items.

George Power with the County Auditor's office discussed the General Obligation bond and Certificates of Obligation bond interest income. In the past, the interest has been allocated on a yearly basis, prorated by line item.

No action was taken on this agenda item.

AGENDA ITEM 43

Consider designating a voting delegate and alternate for 2002 NACO conference.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To appoint Commissioner Hays as delegate and to appoint Commissioner Heiligenstein as alternate for the 2002 NACO Conference.

Vote: **5 - 0**

< Attachment >