

AGENDA ITEM 8**Consider approving a line item transfer for 911 Communications:**

From:	0100-0581-003522	Batteries, Tires, Tubes	500.00
	0100-0581-003318	Janitorial Supplies	300.00
To:	0100-0581-004621	Copier Rental & Supplies	800.00

Moved: Commissioner Hays

Seconded: Commissioner Boatright

Motion: To approve a line item transfer for 911 Communications:

From:	0100-0581-003522	Batteries, Tires, Tubes	500.00
	0100-0581-003318	Janitorial Supplies	300.00
To:	0100-0581-004621	Copier Rental & Supplies	800.00

Vote: 5 - 0

< Attachment >

ORDER APPROVING A LINE ITEM TRANSFER FOR

581	911 Communications	Melissa Page
FUND	DEPARTMENT	SIGNATURE

WHEREAS, The Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and

WHEREAS, The Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, On the 5th day of Oct., 2002, a motion made by COM. HAYS and duly seconded by COM. BOATRIGHT the motion carried by a vote of 5 votes for, 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2003 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-003522	Batteries, Tires, Tubes	500.00
581-003318	Janitorial Supplies	300.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEMS:

LINE ITEM #	DESCRIPTION	AMOUNT
581-004621	Copier, Rental + Supplies	800.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget, and to forward a copy of this Order to the County Auditor.

John C. Doerfler 10-15-02
John C. Doerfler, County Judge

ATTEST:

Nancy E. Rister
Nancy E. Rister, County Clerk

AGENDA ITEM 9

Consider approving a line item transfer for Commissioner Pct. #3:

From:	0200-0213-003005	Office Furniture	500.00
To:	0200-0213-003010	Computer Equipment <500.	500.00

Moved: **Commissioner Hays**Seconded: **Commissioner Boatright**

Motion: To approve a line item transfer for Commissioner Pct. #3:

From:	0200-0213-003005	Office Furniture	500.00
To:	0200-0213-003010	Computer Equipment <500	500.00

Vote: **5 - 0**

< Attachment >

DAVID S. HAYS
WILLIAMSON COUNTY COMMISSIONER
PRECINCT 3

3151 S. E. INNER LOOP, SUITE C
GEORGETOWN, TEXAS 78626-6339

GEORGETOWN: 512/863-4390
AUSTIN: 512/930-3270
FAX: 512/930-4462

ORDER APPROVING A LINE ITEM TRANSFER FOR

0200-0213 **County Commissioner Pct. Three**
Fund **Department**
Signature

[Handwritten signatures: Mary Clark, David Hays]

WHEREAS, the Williamson County Commissioners Court has carefully studied the public necessity of transferring funds from one line item to another within the above mentioned department's budget; and WHEREAS, the Williamson County Commissioners Court, due to unforeseeable circumstances, did not appropriate sufficient funds in the proper line items when adopting the current county budget; and

WHEREAS, on the 15th day of October, 2002, a motion made by COMMISSIONER HAYS and duly seconded by COMMISSIONER BOATRIGHT, the motion carried by a vote of 5 votes for, and 0 votes against.

THEREFORE, BE IT ORDERED THAT THE 2002-2003 FISCAL YEAR WILLIAMSON COUNTY BUDGET BE AMENDED AND THE FOLLOWING AMOUNT(S) BE TRANSFERRED FROM THE FOLLOWING LINE ITEMS INTO THE NEEDED LINE ITEMS:

FUNDS TO BE REMOVED FROM THE FOLLOWING LINE ITEM:

Line Item #	Description:	Amount:
0200.0213.003005	Office Furniture	\$500.00

FUNDS TO BE INCREASED IN THE FOLLOWING LINE ITEM:

Line Item #	Description:	Amount:
0200.0213.003010	Computer Equipment < \$500.00	\$500.00

WHEREUPON, A motion made and seconded, the Williamson County Commissioners Court did authorize the County Judge to sign this Order, the County Clerk was instructed to file a copy of this Order with the existing budget and to forward a copy of this order to the County Auditor.

ATTEST:

Nancy E. Rister
Nancy E. Rister
County Clerk

John C. Doerfler 10-15-02
John C. Doerfler
County Judge

AGENDA ITEM 10

Acknowledge the approval and accept the Texas Department of Public Safety grant for video units to equip Constable's Office Pct. #1 vehicles. (Complying with Senate Bill 1074, Articles 2.131 - Racial Profiling)

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To acknowledge the approval and to accept the Texas Department of Public Safety grant for video units to equip Constable's Office Pct. #1 vehicles. (Complying with Senate Bill 1074, Articles 2.131 - Racial Profiling)

Vote: **5 - 0**

< Attachment >

Page 1 of 1

Jane Tableriou

From: Robert Woodring
Sent: Wednesday, October 09, 2002 9:42 AM
To: Jane Tableriou
Subject: Constable Pct 1

Jane,

Can you add to the agenda the following; To acknowledge the approval and accept the Texas Department of Public Safety grant for video units to equip Constables Office Precinct One vehicles. Thereby complying with Senate Bill 1074 Articles 2.131 (Racial Profiling).

Robert Woodring
Chief Deputy Constable
Precinct One Williamson County

approved 10-15-02
John C. Daayler

AGENDA ITEM 11

Consider accepting the donation of \$250.00 from HEB for the Southwest Williamson County Neighborhood Association for a new sub-station in Forest North.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To accept the donation of \$250.00 from HEB for the Southwest Williamson County Neighborhood Association for a new sub-station in Forest North.

Vote: **5 - 0**

< Attachment >

Page 1 of 1

Jane Tableriou

From: Randy Traylor
Sent: Friday, October 04, 2002 9:02 AM
To: Jane Tableriou
Subject: FW: HEB check

Jane,

I have a check from HEB for \$250.00. They donated it as a result of the fund raiser the Southwest Williamson County Neighborhood Association had for a new sub-station in Forest North. Please place it on the agenda.

-----Original Message-----

From: Annette Todd
Sent: Monday, September 30, 2002 11:58
To: Randy Traylor
Subject: HEB check

Hey Randy,

Let's go ahead and accept the check and then y'all can write a new check to the neighborhood association. (Isn't that what you wanted to do a month ago?) I talked to Vivian, she's not suing the county, just TTA. Thanks for your help.

Annette Todd

Project Director
Williamson County Commissioners Court
400 West Main, Round Rock, Texas 78664
512.248.3238
512.248.3243 fax

*O.K. for agenda.
Hanks
JD*

*approved 10-15-02
John C. Daefler*

AGENDA ITEM 12

Discuss and consider final plat approval of Noren Oaks subdivision.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve the final plat of Noren Oaks subdivision.

Vote: **5 - 0**

AGENDA ITEM 13

Discuss and consider final plat approval of Hauser Acres.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve the final plat of Hauser Acres.

Vote: **5 - 0**

AGENDA ITEM 14

Discuss and consider approving no parking, stopping, or standing on Wyoming Springs from Cloud Peak Lane to Brightwater Boulevard.

**This item was removed from the consent agenda and addressed with Agenda Item 18.*

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve no parking, stopping, or standing on Wyoming Springs from Cloud Peak Lane to Brightwater Boulevard.

Vote: **5 - 0**

< Attachment >

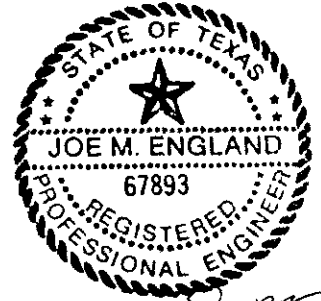
Joe M. England, P.E.
County Engineer



3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

Williamson County
Unified Road System

To: Williamson County Commissioners' Court
From: Joe M. England P.E., County Engineer
Date: October 14, 2002
Subject: Proposed No Parking, Stopping, or Standing Zone
on Wyoming Springs from Brightwater Blvd. to
Cloud Peak



Joe M. England
10/14/02

Attached is a copy of a letter from Lynda Carter who is the principal of Fern Bluff Elementary School. As stated in her letter, cars are stopping in the adopted no parking zone and blocking the bike lane that her students use. With the cars blocking the bike lane the students are faced with the option of either riding their bikes on the sidewalk or in the main lane of Wyoming Spring. The first option creates a safety concern for the pedestrians while the second option creates a safety concern for the bicyclist.

In view of the request of the principal and based upon my traffic engineering study conducted in the field, it is my professional opinion that public safety would be enhanced if a no parking, stopping, or standing zone would be adopted for Wyoming Springs from Brightwater Blvd. to Cloud Peak from the hours of 7:15-7:55 A.M. and 2:40-3:15 P.M. school days only.

Approved 10-15-02
John C. Daefler

ROUND ROCK INDEPENDENT SCHOOL DISTRICT

**Fern Bluff Elementary School**
A National Blue Ribbon School of Excellence

Lynda Carter, Principal
512-428-2100
512-428-2160 FAX

17815 Park Valley Drive
Round Rock, Texas
78681

September 18, 2002

Commissioner Mike Heiligenstein
Williamson County Precinct One
400 W. Main St. Suite 218
Round Rock, TX 78664

Dear Commissioner Heiligenstein,

We are writing you to request that the safety of the students at Fern Bluff Elementary be discussed as an agenda item at your meeting on October 15, 2002, and that we be allowed to speak to the issue.

We would like to request:

(1) An upgrade to the "no parking zone" directly behind Fern Bluff to a "no stopping, standing or parking zone", extending from the school zone sign north of the entrance driveway to the corner of Cloud Peak and Wyoming Springs.

Currently, part of the area named is designated "no parking zone", but people continue to stop their cars on the street to unload passengers and stand in their cars and wait to pick up students in the afternoon. People are then making u-turns on Wyoming Springs, further congesting the street and making the situation more dangerous for students riding in the bike lanes. We are experiencing similar problems in front of the school on Park Valley Drive. The resulting congestion directly in front of and behind the building at arrival and dismissal times has become a hazard.

(2) A commitment from the County to periodically patrol the streets in front and behind the school and enforce traffic regulations at the beginning and end of the school day.

(3) The opportunity to address the Commissioner's Court regarding the issue.

We encourage parents to drive through our drop off lanes in the front and back of the school, where our safety patrol may assist students getting in and out of cars, however some people persist in parking or stopping directly in front and in back of the school.

Please assist us in our efforts to make the situation safer for all involved. We are available to meet with your representatives to discuss the matter further.

Respectfully,

Lynda Carter, Ph.D.
Lynda Carter
Principal

John Grasshoff
Assistant Principal

"Learning Today, Leading Tomorrow"

AGENDA ITEM 15

Discuss and consider approving no parking on Turtle Rock Road in Hunters Chase Subdivision.

**This item was removed from the consent agenda and addressed with Agenda Item 18.*

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve no parking on Turtle Rock Road in Hunters Chase Subdivision.

Vote: 5 - 0

< Attachment >

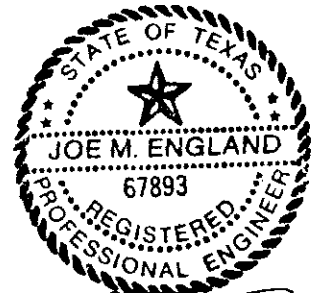
Joe M. England, P.E.
County Engineer



3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Telephone (512) 930-3330
Fax (512) 930-3335

**Williamson County
Unified Road System**

To: Williamson County Commissioners' Court
From: Joe M. England P.E., County Engineer
Date: October 14, 2002
Subject: Proposed No Parking Zone on Turtle Rock



Joe M. England
10/14/02

Attached is a copy of a letter from Dan Roberts who is the director of transportation for Round Rock ISD. As stated in his letter, people are parking their cars close to the entrance driveway to Deerpark. By doing this, the parked cars cause unnecessary congestion at this driveway thus impeding traffic flow not only on Turtle Rock but also within the school's parking lot.

In view of the request and based upon my traffic engineering study conducted in the field, it is my professional opinion that public safety would be enhanced if a no parking zone would be adopted for Turtle Rock beginning at the main driveway and proceeding 250 feet southward on the eastern side of the street from the hours of 7:15-8:45 A.M. and 2:40-3:50 P.M. school days only.

approved 10-15-02
John C. Doerfler



September 9, 2002

Mr. Joe England
Williamson County Engineer
1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626

Dear Mr. England,

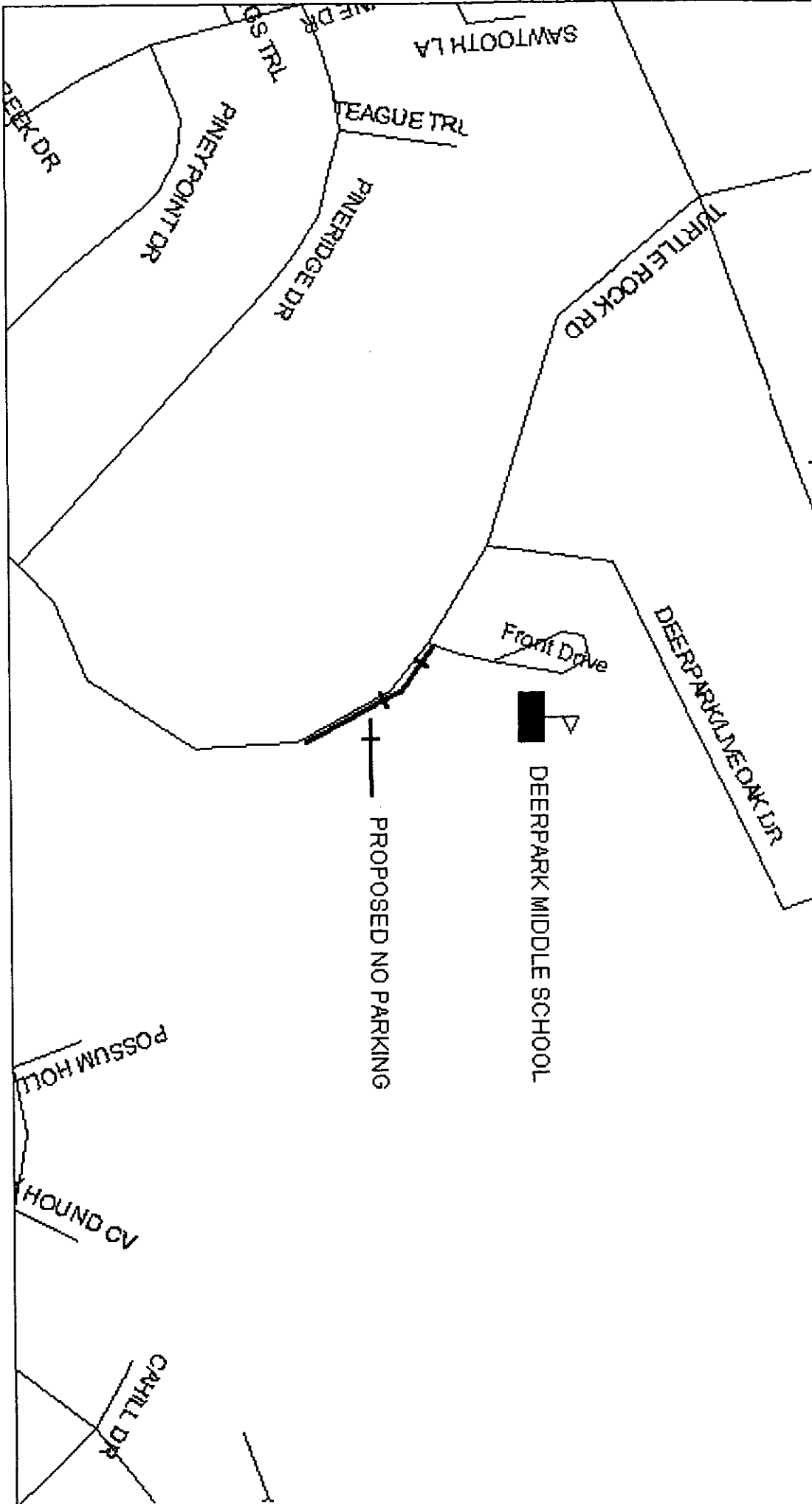
Round Rock ISD would like to request the construction of a "no parking" zone on Turtle Rock Rd. immediately adjacent to Deerpark Middle School running from the entrance to the school back toward Pineridge Dr. for approximately 250 feet (see attachment). This request is to allow traffic entering the school to "que" along the curb and not block all northbound traffic on Turtle Rock Rd going around parked vehicles. We would request that this zone be active during school pick-up and drop-off times only (school zone times).

Thank you for your consideration of this request.

Sincerely,

Dan Roberts
Transportation – RRISD

Cc: Mike Jolly, RRISD
Alan Albers, RRISD
Romelle Parker, RRISD
Annette Johnson, Deerpark MS
Toni Hicks, Deerpark MS



AGENDA ITEM 16

Discuss and consider approving closing of roadway northbound on Liberty Walk at O'Connor, Liberty Walk at Tonkinese, and Liberty Walk at Manx for the Hairy Man Festival 2002 on October 19th, 2002 from 11:30 am until 7:00 pm.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve closing of roadway northbound on Liberty Walk at O'Connor, Liberty Walk at Tonkinese, and Liberty Walk at Manx for the Hairy Man Festival 2002 on October 19th, 2002 from 11:30 am until 7:00 pm.

Vote: **5 - 0**

REGULAR AGENDA

AGENDA ITEM 17

Recognize and acknowledge the County Auditor's Office 12th consecutive year to receive the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officer's Association for fiscal year 2001.

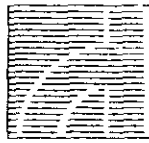
Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To recognize and acknowledge the County Auditor's 12th consecutive year to receive the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officer's Association for fiscal year 2001.

Vote: **5 - 0**

< Attachment >



GOVERNMENT FINANCE
OFFICERS ASSOCIATION

203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601-1210
312/977-9700 • Fax: 312/977-4806

September 20, 2002

NEWS RELEASE

For information contact:
Stephen Gauthier (312) 977-9700

(Chicago)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to: **Williamson County, TX** by the Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s), department or agency designated by the government as primarily responsible for preparing the award-winning CAFR. This has been presented to:

David U. Flores, County Auditor

The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

The GFOA is a nonprofit professional association serving approximately 14,000 government finance professionals with offices in Chicago, Illinois, and Washington, D.C.

WASHINGTON OFFICE

1750 K Street, N.W., Suite 350, Washington, DC 20006
202/429-2750 • Fax: 202/429-2755

noted 10-15-02
John C. Dwyer

AGENDA ITEM 18

Discuss and take appropriate action on traffic/parking signage at Deer Park and Fern Bluff Schools in Round Rock.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve traffic/parking signage at Deer Park and Fern Bluff Schools in Round Rock.

Vote: 5 - 0

< Attachment >

ROUND ROCK INDEPENDENT SCHOOL DISTRICT



Fern Bluff Elementary School
A National Blue Ribbon School of Excellence

Lynda Carter, Principal
 512-428-2100
 512-428-2160 FAX

17815 Park Valley Drive
 Round Rock, Texas
 78681

September 18, 2002

Commissioner Mike Heiligenstein
 Williamson County Precinct One
 400 W. Main St. Suite 218
 Round Rock, TX 78664

Dear Commissioner Heiligenstein,

We are writing you to request that the safety of the students at Fern Bluff Elementary be discussed as an agenda item at your meeting on October 15, 2002, and that we be allowed to speak to the issue.

We would like to request:

(1) An upgrade to the "no parking zone" directly behind Fern Bluff to a "no stopping, standing or parking zone", extending from the school zone sign north of the entrance driveway to the corner of Cloud Peak and Wyoming Springs.

Currently, part of the area named is designated "no parking zone", but people continue to stop their cars on the street to unload passengers and stand in their cars and wait to pick up students in the afternoon. People are then making u-turns on Wyoming Springs, further congesting the street and making the situation more dangerous for students riding in the bike lanes. We are experiencing similar problems in front of the school on Park Valley Drive. The resulting congestion directly in front of and behind the building at arrival and dismissal times has become a hazard.

(2) A commitment from the County to periodically patrol the streets in front and behind the school and enforce traffic regulations at the beginning and end of the school day.

(3) The opportunity to address the Commissioner's Court regarding the issue.

We encourage parents to drive through our drop off lanes in the front and back of the school, where our safety patrol may assist students getting in and out of cars, however some people persist in parking or stopping directly in front and in back of the school.

Please assist us in our efforts to make the situation safer for all involved. We are available to meet with your representatives to discuss the matter further.

Respectfully,

Lynda Carter, Ph.D.
 Lynda Carter
 Principal

John Grasshoff
 John Grasshoff
 Assistant Principal



September 9, 2002

Mr. Joe England
Williamson County Engineer
1900 Georgetown Inner Loop, Suite B
Georgetown, Texas 78626

Dear Mr. England,

Round Rock ISD would like to request the construction of a "no parking, no standing, no stopping" zone on Turtle Rock Rd. immediately adjacent to Deerpark Middle School running from the entrance to the school back toward Pineridge Dr. for approximately 250 feet (see attachment). This request is to allow traffic entering the school to "que" along the curb and not block all northbound traffic on Turtle Rock Rd going around parked vehicles.

Thank you for your consideration of this request.

Sincerely,

Dan Roberts
Transportation – RRISD

Cc: Mike Jolly, RRISD
Alan Albers, RRISD
Romelle Parker, RRISD
Annette Johnson, Deerpark MS
Toni Hicks, Deerpark MS

AGENDA ITEM 19

Consider allowing Pedernales Electric Cooperative, Inc. to relocate a 3 phase overhead electric utility line that crosses Ranch Road 1869 in Liberty Hill.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the relocation of the 3 phase electric utility line across RR 1869 in Liberty Hill contingent upon review by Greg Bergeron to make sure that the poles do not interfere with the operations of the Williamson County Road & Bridge barn.

Vote: 5 - 0

< Attachment >



P.O. Box 1 Johnson City, Texas 78636-0001
(830) 868-7155 • 1-888-554-4732

October 4, 2002

Honorable John Doerfler
Williamson County Judge
710 South Main, Suite 201
Georgetown, Texas 78626-4628

Dear Judge Doerfler,

Pedernales Electric Cooperative would like to relocate a three phase overhead electric utility line that crosses Ranch Road 1869 diagonally in front of the Williamson County Road & Bridge barn in Liberty Hill. We would like to rebuild the line along the north side of Ranch Road 1869, along the front of the land owned by Williamson County. This relocation would be a more direct route than the existing line; therefore reducing the number of required anchors and guys, making the line more aesthetically pleasing.

We have enclosed a map highlighting the proposed electric utility route as it relates to the existing lines, and a prepared Electric Utility Easement. Please review this proposed route and easement request to see if it will meet with your approval.

If approved, please sign, have notarized, and return the easement in the enclosed self-addressed, stamped envelope. We will take care of the recording and required fees. If you have any questions or concerns please contact our Right-Of-Way Agent, David Nelson, at 1-888-554-4732 extension 4945. We will be happy to meet with you.

We appreciate your time and consideration in this matter, and look forward to hearing from you soon.

Sincerely,

Douglas Haynes
Projects/Maintenance Coordinator

DH:DN:dn

Enclosures

UTILITY EASEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF WILLIAMSON §

That County **JUDGE JOHN DOERFLER**, in his official capacity as County Judge of the county of Williamson of the state of Texas, for and in consideration of ONE DOLLAR (\$1.00) to me in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, have granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Lots 4 and 5, Block 14, Smith's Addition to Liberty Hill, Williamson County, Texas, a subdivision in Williamson County, Texas, according to the Map or Plat recorded in Volume 29, Page 99, Deed Records, Williamson County, and further described in Document #9757467 and recorded in the Official Records of Williamson County, Texas.

Location of the right-of-way and easement hereby conveyed shall be a strip of land twenty (20) feet in width, along and adjacent to the south property line and the north edge of Ranch Road 1869, a distance of approximately 240 feet. Additionally, guying easements are limited to ten (10) feet in width, being approximately perpendicular to the aforementioned 20-foot primary easement, as needed.

Together with the right of ingress and egress over our adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I do hereby bind myself, my heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this 15 day of October, 2002.

John C. Doerfler 10-15-02
 Judge John Doerfler
 Williamson County Judge

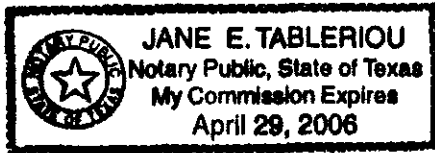
(NOTARIZE ON BACK)

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Judge John Doerfler, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of OCTOBER, 2002.



Jane E. Tableriou
Notary Public in and for
The State of Texas

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

existing line and poles

Proposed Overhead
Electric Utility Line

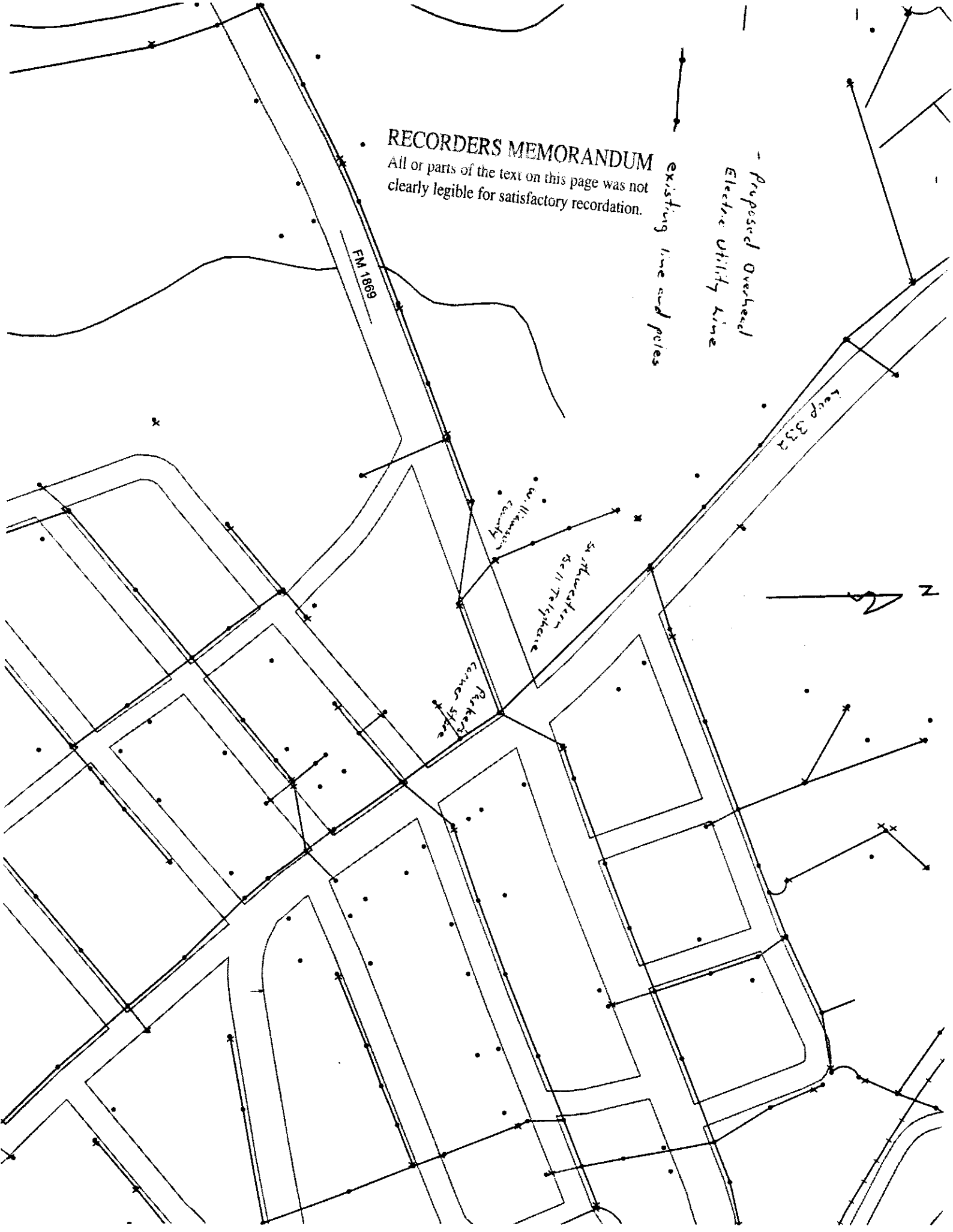
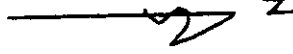
FM 1869

Loop 332

Williamson County

Southwestern Bell Telephone

Parker Lane State



AGENDA ITEM 20

Consider granting variance to Lot 27B in Chaparro Estates.

Realtor Joe Worsham addressed the court concerning two lots in Chaparro Estates that were not legally subdivided, and requested that the court grant a variance to the platting process to the owners of Lot 27B.

Moved: **Commissioner Hays**

Motion: To approve a variance to the platting process for Lot 27B in Chaparro Estates.

Motion died for lack of a second. No further action was taken.

< Attachment >

David Hays
Williamson County Commissioner
Prec 4
1900 Georgetown Innerloop
Georgetown, TX 78626

October 1, 2002

Re: Lot 27A & 27B Of Chaparro Estates

Dear David:

This is a follow up per our conversation last week regarding the above subject property.

Chaparro Estates is a platted subdivision off Williams Drive and is located on Sedro Trail. The original lot consisted of 11.01 Acres with a residence. In June of 1997 the original owner, Tom Winar, had Castleberry survey this lot and split into a 6.01 acre and 5.00 acre tract and obtained approval from the Williamson County health department. Apparently Mr. Winar did not go thru the proper platting process involving county engineers.

In July of 1999 Mr. Winar sold lot 27B to Bobby and Helen McCullers as a 5.00-acre tract. In November of 1999 Mr. Winar sold lot 27A with a residence to Prudential Residential Services. The McCullers currently would like to sell lot 27B and the county engineers are requiring that this lot be properly platted.

At the present time lot 27A consist of 6.01 acres with a residence and is served by PEC Electric, Chisholm Trail Water, and sewer is provided by septic. Lot 27B has the same utilities with the exception that the McCullers have not applied for a septic permit.

I am in need of your assistance in requesting a variance on lot 27B regarding the platting process. The Health Department has already signed off on the survey and I have enclosed a copy of said survey.

Sincerely,


Joe Worsham



Joe Worsham, REALTORS® · 512/869-2443 · cell 658-1808

AGENDA ITEM 21

Discuss and consider allocation of \$3.2 million payment from TTA for SH-45 mitigation property.

No action was taken on this agenda item, which was postponed until further notice.

AGENDA ITEM 22

Discuss and take appropriate action concerning renewal contract for third party administrator services as of November 11, 2002.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve renewal of the contract with Benefit Planners, Inc. for third party administrator services as of November 11, 2002.

Vote: **5 - 0**

< Attachment >

The information on this summary sheet is not intended to reflect all departmental expenses because it does not include budgeted expenses for prescription claims, dental claims, office administration or increased participation during the FY.

PROPOSED CONTRACT RE-AWARDS**October, 2002****%age
Increase*****November 1, 2002 - Third Party Administrator Contract with Benefit Planners, Inc.**

Reinsurance Contract with Reliastar - \$75,000 Specific Stop Loss
24/12 Contract

Total Administration - Claims, Pre-Cert, PPO Access/Repricing	\$211,337.60	-3.42%
Total Reinsurance	\$418,254.48	0.75%

Total Fixed Costs Based on 774 Participants	\$629,592.08	-0.69%
---	--------------	--------

Expected Annual Claims - 100% of expected medical claims**	\$3,537,892.08
Expected Reserves - 25% of expected medical claims	\$884,473.02

Claims Fund / Aggregate Attachment Point Based on 774 Participants - 125%	\$4,422,365.10	-0.69%
---	----------------	--------

Group Life Insurance -Reliastar Life Insurance-\$1.90/emp (1,053); \$0.75/dep (783) (16% increase in employee & employee/dependent participation)	\$31,055.40	15.68%
--	-------------	--------

Total Annual Cost for TPA Services Based on 774 Participants	\$5,083,012.58	-0.60%
--	----------------	--------

November 1, 2002 - Contract with Insurors of Texas

Insuror's of Texas Fees Associated w/ Third Party Administrator Contract	\$12,000.00	20.00%
--	-------------	--------

November 1, 2002 - Contract with COBRA Compliance Systems

COBRA / HIPAA Compliance - COBRA Compliance Systems	\$6,000	0.00%
\$4,785 Annual Costs		
\$200 Premium Collection Fee & retain 2% admin fee		
\$30/COBRA participant initial setup fee		
Includes Hold Harmless Agreement		

November 1, 2002 - EAP Contract with Professional Assistance of Central Texas

Employee Assistance Program (EAP) - Professional Assistance of Central Texas (12% increase in eligible employees)	\$33,955.20	12.09%
--	-------------	--------

Total Annual Costs	\$5,134,967.78	-0.49%
---------------------------	-----------------------	---------------

* %age increase is based on actual rate increase at the assumed participant level. It does not account for increases in the number of employees during the previous year or increases anticipated during the current year. Therefore, the percentage increase will not tie to the actual dollar budgeted increase between amounts budgeted for previous year and amounts budgeted for current year.

** Reinsurance covers medical claims exposure only. Prescription and Dental Claims are not included in this amount.

Approved 10-15-02
John C. Daeylla

AGENDA ITEM 23

Discuss and take appropriate action concerning renewing contract for broker/consultant services in association with third party administrator services as of November 11, 2002.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve renewal of the contract with Insurers of Texas for broker/consultant services in association with third party administrator services as of November 11, 2002.

Vote: **5 - 0**

< Attachment >

The information on this summary sheet is not intended to reflect all departmental expenses because it does not include budgeted expenses for prescription claims, dental claims, office administration or increased participation during the FY.

PROPOSED CONTRACT RE-AWARDS
October, 2002

%age
Increase*

November 1, 2002 - Third Party Administrator Contract with Benefit Planners, Inc.

Reinsurance Contract with Reliastar - \$75,000 Specific Stop Loss
24/12 Contract

Total Administration - Claims, Pre-Cert, PPO Access/Repricing	\$211,337.60	-3.42%
Total Reinsurance	\$418,254.48	0.75%
Total Fixed Costs Based on 774 Participants	\$629,592.08	-0.69%

Expected Annual Claims - 100% of expected medical claims**	\$3,537,892.08
Expected Reserves - 25% of expected medical claims	\$884,473.02

Claims Fund / Aggregate Attachment Point Based on 774 Participants - 125%	\$4,422,365.10	-0.69%
---	----------------	--------

Group Life Insurance -Reliastar Life Insurance-\$1.90/emp (1,053); \$0.75/dep (783) (16% increase in employee & employee/dependent participation)	<u>\$31,055.40</u>	15.68%
--	--------------------	--------

Total Annual Cost for TPA Services Based on 774 Participants	<u>\$5,083,012.58</u>	-0.60%
--	-----------------------	--------

November 1, 2002 - Contract with Insurers of Texas

Insuror's of Texas Fees Associated w/ Third Party Administrator Contract	\$12,000.00	20.00%
--	-------------	--------

November 1, 2002 - Contract with COBRA Compliance Systems

COBRA / HIPAA Compliance - COBRA Compliance Systems	\$6,000	0.00%
\$4,785 Annual Costs		
\$200 Premium Collection Fee & retain 2% admin fee		
\$30/COBRA participant initial setup fee		
Includes Hold Harmless Agreement		

November 1, 2002 - EAP Contract with Professional Assistance of Central Texas

Employee Assistance Program (EAP) - Professional Assistance of Central Texas (12% increase in eligible employees)	\$33,955.20	12.09%
--	-------------	--------

Total Annual Costs	<u>\$5,134,967.78</u>	-0.49%
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** Reinsurance covers medical claims exposure only. Prescription and Dental Claims are not included in this amount.

approved 10-15-02
John A. Daerfle

AGENDA ITEM 24

Discuss and take appropriate action concerning renewing contract for Employee Assistance Program (EAP) services for fiscal year 2002/2003.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve renewal of the contract with Professional Assistance of Central Texas for the Employee Assistance Program (EAP).

Vote: **5 - 0**

< Attachment >

The information on this summary sheet is not intended to reflect all departmental expenses because it does not include budgeted expenses for prescription claims, dental claims, office administration or increased participation during the FY.

PROPOSED CONTRACT RE-AWARDS
October, 2002

%age
Increase*

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Expected Reserves - 25% of expected medical claims	\$884,473.02

Claims Fund / Aggregate Attachment Point Based on 774 Participants - 125%	\$4,422,365.10	-0.69%
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Group Life Insurance -Reliastar Life Insurance-\$1.90/emp (1,053); \$0.75/dep (783) (16% increase in employee & employee/dependent participation)	<u>\$31,055.40</u>	15.68%
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Total Annual Cost for TPA Services Based on 774 Participants	<u>\$5,083,012.58</u>	-0.60%
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November 1, 2002 - Contract with Insurors of Texas

Insuror's of Texas Fees Associated w/ Third Party Administrator Contract	\$12,000.00	20.00%
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November 1, 2002 - Contract with COBRA Compliance Systems

COBRA / HIPAA Compliance - COBRA Compliance Systems	\$6,000	0.00%
\$4,785 Annual Costs		
\$200 Premium Collection Fee & retain 2% admin fee		
\$30/COBRA participant initial setup fee		
Includes Hold Harmless Agreement		

November 1, 2002 - EAP Contract with Professional Assistance of Central Texas

Employee Assistance Program (EAP) - Professional Assistance of Central Texas (12% increase in eligible employees)	\$33,955.20	12.09%
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Total Annual Costs	<u>\$5,134,967.78</u>	-0.49%
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** Reinsurance covers medical claims exposure only. Prescription and Dental Claims are not included in this amount.

Approved 10-15-02
John C. Daerfler

AGENDA ITEM 25

Discuss and take appropriate action concerning awarding renewal contract for COBRA administration services as of November 11, 2002.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the renewal of the contract with COBRA Compliance Systems for COBRA administration services as of November 11, 2002.

Vote: **5 - 0**

< Attachment >

The information on this summary sheet is not intended to reflect all departmental expenses because it does not include budgeted expenses for prescription claims, dental claims, office administration or increased participation during the FY.

PROPOSED CONTRACT RE-AWARDS
October, 2002

%age
Increase*

November 1, 2002 - Third Party Administrator Contract with Benefit Planners, Inc.

Reinsurance Contract with Reliastar - \$75,000 Specific Stop Loss
24/12 Contract

Total Administration - Claims, Pre-Cert, PPO Access/Repricing	\$211,337.60	-3.42%
Total Reinsurance	\$418,254.48	0.75%

Total Fixed Costs Based on 774 Participants	\$629,592.08	-0.69%
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Expected Annual Claims - 100% of expected medical claims**	\$3,537,892.08
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Group Life Insurance -Reliastar Life Insurance-\$1.90/emp (1,053); \$0.75/dep (783) (16% increase in employee & employee/dependent participation)	<u>\$31,055.40</u>	15.68%
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Total Annual Cost for TPA Services Based on 774 Participants	<u>\$5,083,012.58</u>	-0.60%
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November 1, 2002 - Contract with Insurors of Texas

Insuror's of Texas Fees Associated w/ Third Party Administrator Contract	\$12,000.00	20.00%
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November 1, 2002 - Contract with COBRA Compliance Systems

COBRA / HIPAA Compliance - COBRA Compliance Systems	\$6,000	0.00%
\$4,785 Annual Costs		
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Includes Hold Harmless Agreement		

November 1, 2002 - EAP Contract with Professional Assistance of Central Texas

Employee Assistance Program (EAP) - Professional Assistance of Central Texas (12% increase in eligible employees)	\$33,955.20	12.09%
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Total Annual Costs	<u>\$5,134,967.78</u>	-0.49%
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** Reinsurance covers medical claims exposure only. Prescription and Dental Claims are not included in this amount.

Approved 10-15-02
John C. Daefler

AGENDA ITEM 26

Discuss and take appropriate action on bids received for Williamson County Shooting Range structure.

Purchasing Director Bob Space stated that he recommends that the bid be awarded to the low bidder, Troy Bonnet Construction, pending a decision regarding funding. Judge Doerfler stated that there is approximately \$60,000 left in the fund for the shooting range. The City of Taylor has agreed to pay approximately \$45,000 toward the shooting range in installments. Sheriff Maspero stated that the maximum time frame for the payout from Taylor would be 3 years. Judge Doerfler stated that, in order to meet deadlines for grant funding, that the County will pay the balance out of the General Fund, until the funding is received from the City of Taylor.

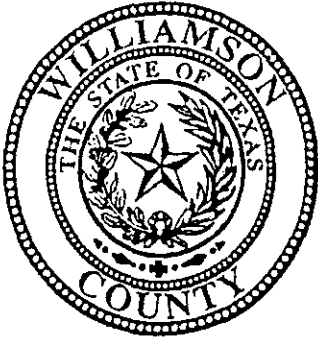
Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To award the bid for the Williamson County Shooting Range to Troy Bonnet Construction in the amount of \$92,000, with the balance of the funding to come from the General Fund until the County receives the funding from the City of Taylor.

Vote: **5 – 0**

< Attachment >



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

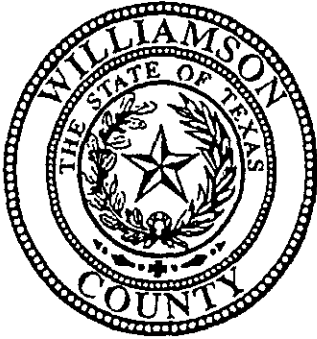
<http://www.williamson-county.org/Procurement>

**NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
OCTOBER 15, 2002**

Regular Agenda:

26. Discuss and take appropriate action on bids received for Williamson County Shooting Range structure.
27. Discuss and consider rejecting item #36 on the jail medical supplies, previously awarded to Para Scientific on September 10, 2002.
28. Discuss and take appropriate action on re-awarding item #36, for the jail medical supplies to Home-aid Health Care for fiscal year 2003.
29. Discuss and take appropriate action on bids received for, 2002 paving and sidewalk Improvements. (Pct. #2)
31. Discuss and consider continued participation in State Travel Management Program.

*all approved 10-15-02
John C. Doerflinger*



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

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

BID TABULATION

Construction of Williamson County Shooting Range - Structure

BID NUMBER: 02WC424A

RECOMMEND: Troy Bonnet Construction, Inc.

	Troy Bonnet Construction	STR Constructors, LTD	Southwest Corporation
Metal Building System	\$49,300.	Not Itemized	\$51,595.
Slab & Structure Support	\$34,900.	Not Itemized	\$25,720.
Install Crushed Granite	\$5,400.	Not Itemized	\$2,280
Repair & Regrade the Surrounding Site	\$2,400.	Not Itemized	\$27,144.
Base Bid	\$92,000.00	\$99,900.00	\$122,221.00

↑
approved 10-15-02
John C. Daehler

WILLIAMSON COUNTY BID FORM**CONSTRUCTION OF WILLIAMSON COUNTY SHOOTING RANGE - STRUCTURE****BID NUMBER: 02WC424A****BID OPENING DATE & TIME: AUGUST 29, 2002 - 2:00 PM**

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: TROY BONNET CONSTRUCTION, INC.**Mailing Address:** 1915 S. AUSTIN AVE SUITE 101**City:** GEORGETOWN**State:** TX**Zip:** 78626**Email Address:** tbconst@gte.net**Telephone:** (512) 930-0332 **Fax:** (512) 930-2752
Signature of Person Authorized to Sign BID**Date of BID:** 8-29-02**Name and Title of Signer:** TROY BONNET, PRESIDENT

(Please Print or Type)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

Section 00300 - Bid Form - Page 1 of 4

SECTION 00300 - BID FORM

TO: Williamson County Auditor's Office
710 Main Street, Suite 303
Georgetown, TX 78626

Date Aug. 29, 2002 Time 2:00 p.m.

LOCAL TIME

FROM: TROY BONNET CONSTRUCTION, INC. BIDDER

1915 S. AUSTIN AVE #101 ADDRESS

GEORGETOWN, TX 78626 CITY/STATE

Operating as (strike out conditions that do not apply) an individual, a Company, a Corporation, organized and existing under the law of the State of Texas, or a Proprietorship, or Joint Venture consisting of

BASE BID:

1. Having become completely familiar with the local conditions affecting the cost of work at the places where work is to be executed, and having carefully examined the conditions as they currently exist, and having carefully examined the proposed Contract Documents prepared by The Architects' Office Corporation, Austin, Texas, together with any addenda to such Contract Documents as listed hereinafter, the undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the aforesaid Contract Documents within the specified contract time, with no time extensions, as follows:

BASE BID - ITEM NO. 1: for the construction of a Metal Building System, compacted fill and crushed granite pad, landscaping and associated cleanup for the Williamson County Shooting Range in Hutto, Texas in compliance with, and as shown on the plans and in the specifications, for the sum of:

\$ 92,000.00 \$ NINETY TWO THOUSAND DOLLAR AND NO/100.

ADDENDA ACKNOWLEDGMENT:

2. The undersigned acknowledges receipt of the following addenda: (List by number and date appearing on addenda.)

Addendum No.	Date
1	8-28-02
_____	_____
_____	_____

UNIT PRICES

3. The undersigned agrees that the following unit prices will apply on any additions to or deductions

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

Section 00300 - Paving

from the work which prices shall include overhead, profit, taxes and all other related costs:

The unit prices shall be installed, in-place prices for materials as specified. The quoted unit prices will be valid, and the quoted unit prices will be in force on any work. The materials and work shall be in compliance with the specifications:

Metal Building System to include support and finish..... \$ 49,300.-
 Slab and structural support as described in Engineered plans..... \$ 34,900.-
 Install crushed granite gravel topping described in the Specifications..... \$ 5,400.-
 Repair and regrade the surrounding site to within 20' of the Structure..... \$ 2,400.-

ALLOWANCES

4. Include in the Base Bid Items for inclusion in the Contract Sum the following Allowances.

NONE

TIME OF COMPLETION

5. The undersigned agrees to complete all work under this Contract in compliance with the following stipulations:

A. Construction work shall be completed in 60 consecutive calendar days after the receipt of the notice to proceed.

CHANGES IN WORK:

6. The undersigned agrees that when changes in work are ordered which involve extra cost over and above contract sum, and when such work due to an emergency is ordered to proceed on basis of cost-plus-fee, such fee shall be as required by the "General Conditions".

BID GUARANTEE:

7. Bid Guarantee in the amount of five percent (5%) of the total amount of the Bid is attached, in the sum of which is to become the property of the Owner in the event the Contract and Performance and Labor and Material Payment Bond are not executed within the time set forth, as liquidated damages for the delay and additional work caused the Owner.

CONTRACT

8. The undersigned agrees that upon receipt of the notice of acceptance of his bid, he will execute the formal Contract and acknowledgment and indemnification agreement, and will deliver all required, proper bonds and proof of insurance coverage as may be required by the Contract Documents.
9. The undersigned further agrees to execute the formal Contract and acknowledgment and indemnification agreement within ten (10) days from date of notice to acceptance of this bid, and in case the undersigned fails or neglects to appear within the specified time to execute the Contract, the undersigned will be considered as having abandoned the Contract, and the Cashier's Check or

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

Section 00300 - Bid Form - 3 of 4

Bid Bond accompanying this bid will be forfeited to the Owner by reason of such failure on the part of the undersigned.

10. The undersigned further agrees that the bid security may be retained by the Owner and that said bid guarantee shall remain with the Owner until the Contract and indemnification agreement has been signed and Performance and Labor and Material Payment Bonds have been made and delivered to the Owner

GENERAL STATEMENT


11. The undersigned has checked all of the above figures, and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.
12. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and waive all informalities in connection therewith. It is agreed that this bid may not be withdrawn for a period of sixty (60) days from the date and time of opening.
13. Wherever in this bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the written words shall govern.
14. The undersigned declares that the person or persons signing this Bid Form is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.
15. It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this bid or the Contract may be entered into as a result of the bid and that in all respects the proposal is legal and firm, submitted in good faith without

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

18. The undersigned is a business which is licensed in accordance with the requirements of the State of TEXAS, License number. N/A.

Respectfully Submitted, this 29 day of AUGUST, 2002.

(Firm Name) TROY BONNET CONSTRUCTION, INC.
(Address) 1915 S. AUSTIN AVE NO. 101 GEORGETOWN, TX 78626
(Signature) 
(Name Typed) TROY BONNET
(Title) PRESIDENT

(SEAL IF BIDDER IS A CORPORATION)

ENCLOSURES:

19. Bid Guarantee (In the form and amount specified or required).

END OF SECTION

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BD48796

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of

~~Troy Bonnet~~ Construction, Inc.
1915 S. Austin Ave., Suite 101, Georgetown, Texas 78626
as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of

~~Commercial~~ Commercial Indemnity Insurance Company
1507 South IH 35, Austin, Texas 78741

a corporation duly organized under the laws of the State of Texas
as Surety, hereinafter called the Surety, are held and firmly bound unto
Williamson County Auditor's Office

(Here insert full name and address or legal title of

~~910~~ Main Street, Georgetown, TX 78626

as Obligee, hereinafter called the Obligee, in the **Five (5%) percent of the amount bid**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

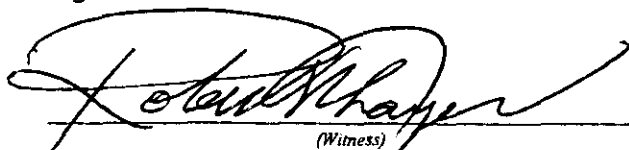
(Here insert full name, address and description of

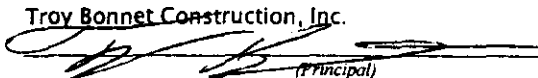
~~project~~ Williamson County Firearm Training Center - Provide slab and metal building for firing range

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

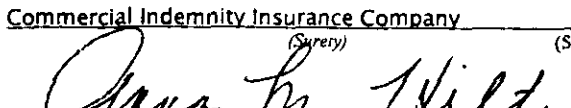
Signed and sealed this 29th

day of April 20 02


(Witness)

Troy Bonnet Construction, Inc.

(Principal) (Seal)
TROY BONNET, PRESIDENT
(Title)


(Witness)

Commercial Indemnity Insurance Company

(Surety) (Seal)
Anna M. Hilt (Title) Attorney-In-Fact

Commercial Indemnity Insurance Company
1507 South IH-35
Austin, Texas 78741

**COMMERCIAL
INDEMNITY INSURANCE CO.**

BD48796
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the Commercial Indemnity Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas, having its principal office in Austin, Texas, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 7 day of April, 1999, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature or facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached." Commercial Indemnity Insurance Company does hereby make, constitute and appoint:

Anna M. Hilt

State of Texas its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The Obligation of the Company under this power of attorney shall not exceed one million (\$1,000,000.00) Dollars.

And to bind Commercial Indemnity Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officer of the Commercial Indemnity Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the Commercial Indemnity Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

State of Texas

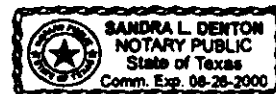
County of Travis



John W. Schuler
John W. Schuler, President

On this 7th day of April, in the year 1999, before me Sandra L. Denton, a notary public, personally appeared John W. Schuler, personally known to me to be the person who executed the within instrument as President, on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

Sandra L. Denton



Commission Expires 8-26-2000

Sandra L. Denton, Notary Public



CERTIFICATE

I, the undersigned, Secretary of Commercial Indemnity Insurance Company, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked:

Signed and Sealed at the said Company at Austin, Texas dated this 29th day of April, 20 02



Joel T. Massey
Joel T. Massey, Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 04/26/2002	
PRODUCER The Insurance Store 1500 W. University Ave. Suite 108 Georgetown TX 78628		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Troy Bonnet Construction, Inc. 1915 S. Austin Ave. Suite 101 Georgetown TX 78626		INSURERS AFFORDING COVERAGE			
		INSURER A: Ohio Casualty Insurance Co.			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BKW52667961	02/01/2002	02/01/2003	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAW52667961	02/01/2002	02/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	BXO52667961	02/01/2002	02/01/2003	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XWO52667961	02/01/2002	02/01/2003	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
Williamson County Auditor's Office 710 Main Suite 303 Georgetown TX 78626				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 	
ACORD 25-S (7/97)  CORPORATION 1988					

TROY BONNET CONSTRUCTION, INC.

A TRADITION OF QUALITY AND SERVICE

1915 S. Austin Ave. • Suite 101 • Georgetown, Texas • 78626 • (512) 930-0332 • Fax (512) 930-2752

April 2002

Summary of Corporate Experience

Incorporated, June 1993 under the Laws of the State of Texas.

Troy Bonnet Construction, Inc. is a general contractor, specializing in custom designed projects utilizing pre-engineered metal building systems, masonry and conventional framing. The company has endeavored to combine the highest quality products with outstanding service. Our approach to construction is one of concentrated attention to detail and close cooperation with owners in an effort to assure satisfaction. We work closely with subcontractors, assisting in solutions to their problems and rigorously enforcing schedules. Many of our projects have been "design/build", providing our client the benefit of receiving the most value for the dollar spent.

Projects have included: various manufacturing facilities, church multi-purpose buildings, school facilities, airport hangers, equipment storage buildings, an animal hospital, residential, as well as numerous projects including auto repair and painting facilities, "strip mall" retail facilities, and building expansion projects.

Reference Projects:

Scope of work/Contact:

Berkeley United Methodist Church
2407 Berkeley Avenue
Austin, TX. 78454

General Contractor; construct fellowship hall, classrooms; extensive parking lot, water filtration pond. SBA loan.
(512) 837-4905; Contact: Jeff Cecil

City of Burnet, Texas
127 E. Jackson St.
Burnet, TX 78611

General Contractor; construct addition to Municipal Airport Terminal.
(512) 756-6093 Contact: Bobby Bradshaw

Austin Wood Works, Inc.
13051 FM 2243
Leander, TX

General contractor; construct manufacturing facility with offices, including site work and utilities.
(512) 259-3373 Contact: Steve Ellis

Liberty Christian Center
16030 W. Hwy 29
Liberty Hill, TX 78642

Construct multi-purpose building and fire restoration to fellowship hall.
(512) 778-6266; Contact: Ron Crumley

City of Georgetown
609 Main Street
Georgetown, TX 78626

General Contractor; construct 63-T-Hangars at the Georgetown Municipal Airport.
(512) 930-3666 Contact: Travis McLain

Metropolitan Community Church
8601 South First
Austin, TX 78748

Extensive site work; site utilities and construct slab.
(512) 280-5160 Contact: Joann Eagle, Engineer

Jeff Rusk
1201 CR 103
Georgetown, TX 78626

Construct aircraft hangar.
(512) 476-7600; Jeff Rusk, Owner

Capital City Container
150 Precision Dr.
Buda, TX

L. W. Parker
PO Box 555
Pflugerville, TX 78691

Buffalo Framing
1510 Three Points
Pflugerville, TX 78660

AcroTex Gymnastics
915 Rockmoor Dr.
Georgetown, TX 78628

The Railyard
601 E. Whitestone Blvd.
Cedar Park, TX 78613

Provide and erect warehouse addition.
Project Manager; R&K, Craig Estes (512) 282-3507

General Contractor; construct 4 storage buildings.
L. W. Parker, Owner; (512) 251-2996

Provide and erect manufacturing facility.
Mitch Foust; (512) 670-2300, Ext. 108

Construct concrete slab; provide and erect metal building in Cedar Park.
Gerry Hoerster, Owner; 512-863-5437

General Contract; construct retail development facilities in Cedar Park.
David Johnson, Owner; 512-335-4041

AGENDA ITEM 27

Discuss and consider rejecting item #36 on the jail medical supplies, previously awarded to Para Scientific on September 10, 2002.

Bob Space stated that the bid price for this item was inadvertently listed in the wrong line, resulting in an low price of \$.60 per tube, which the bidder did not intend.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To reject item #36 on the jail medical supplies award to Para Scientific on September 10, 2002.

Vote: **5 - 0**

AGENDA ITEM 28

Discuss and take appropriate action on re-awarding item #36, for the jail medical supplies to Home-aid Health Care for fiscal year 2003.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To re-award item #36 for jail medical supplies to Home-aide Health Care for the fiscal year 2003.

Vote: **5 - 0**

AGENDA ITEM 29

Discuss and take appropriate action on bids received for 2002 paving and sidewalk improvements.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: Motion: To award the bid for 2002 paving and sidewalk improvements in Precinct 2 to Viking Construction, Inc., in the amount of \$155,582.63, and to approve \$25,000 of the funding to come from Williamson County Road & Bridge funds.

Vote: **5 - 0**

< Attachment >

JAY ENGINEERING COMPANY, INC.

P.O. Box 1220

Leander, TX 78646

(512) 259-3882

Fax 259-8016

October 10, 2002

VIA FACSIMILE -- U.S. MAIL TO FOLLOW

Commissioner Greg Boatright
Williamson County Pct. 2
350 Discovery Park Boulevard, Suite 201
Cedar Park, TX 78613

Re: 2002 Paving and Sidewalk Improvements Project
Letter of Award Recommendation

Dear Commissioner Boatright:

Bids were publicly opened and read on October 9, 2002 for the above referenced project. As reflected on the attached Bid Tabulation, only one (1) responsive bid was received. The responsible bidder was Viking Construction, Inc. We have contacted Viking Construction, Inc., and confirmed they want the contract at the amount bid.

Although the base bid is 16.5% above the budgeted amount, it is within a fundable range. We have contacted Greg Bergeron's office and confirmed that Williamson County Road and Bridge has sufficient room in their budget to fund the \$25,000 project balance.

As a result of our evaluation, we hereby recommend the County award a construction contract to Viking Construction, Inc. in the amount of \$155,582.63 for Base Bid work, with final amounts dependent on the actual installed quantities.

We will prepare a Notice of Award and Agreement for execution by the County in the event the Court votes to follow this recommendation. Please call if you should have any questions in this regard.

Sincerely,



Frederick A. Jay, P.E.

FAJ/s

Attachment

pn: 118-012-20

WILLIAMSON COUNTY BID FORM

2002 PAVING & SIDEWALK IMPROVEMENTS – PCT. 2


BID NUMBER: 02WC437

BID OPENING DATE & TIME: OCTOBER 9, 2002 - 2:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: VIKING CONSTRUCTION INCMailing Address: 2592 STELL ROADCity: GEORGETOWN State: TX Zip: 78628

Email Address: _____

Telephone: (512) 930 5777 Fax: (512) 868 1955
Signature of Person Authorized to Sign BID Date of BID: 9 OCT 02Name and Title of Signer: BARRY H DUNN PRESIDENT
(Please Print or Type)

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

PROPOSAL
TO
WILLIAMSON COUNTY, TEXAS
FOR
2002 PAVING & SIDEWALK IMPROVEMENTS

Date: 9 OCT, 2002

Proposal of VIKING CONSTRUCTION INC (hereinafter called "Bidder") a (proprietorship)(corporation) organized and doing business under the laws of the State of TX to Williamson County, Texas (hereinafter named "County" or "Owner"):

GENTLEMEN:

The Bidder, in compliance with your advertisement and Instructions to Bidders for construction of the 2002 PAVING & SIDEWALK IMPROVEMENTS - WILLIAMSON COUNTY PRECINCT TWO ("Project"); having examined the drawings and technical specifications with related documents, the site of the proposed work, and being familiar with all the conditions and requirements for construction of the proposed Project, including the availability of labor, materials and equipment for proper prosecution of the work, hereby proposes to furnish all labor, materials, plant and equipment to construct the Project in strict accordance with the Contract Documents and Specifications, within the time set forth herein and at the price(s) stated in the following schedule. The stated prices are sufficient to cover all expenses incurred in performing the work required under the Contract Documents of which this Proposal is a part.

Bidder acknowledges receipt of the following Addenda, as evidenced by the authorized signature(s) following:

ADDENDUM NO. 1 BY: 8 OCT 02 BHD
ADDENDUM NO. _____ BY: _____
ADDENDUM NO. _____ BY: _____

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

BID SCHEDULE

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
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BASE BID ITEMS

1.	1	LS	Install and Maintain Traffic Control Plan per MUTCD, as Approved, Complete for the Lump Sum Amount of <u>SIX THOUSAND NINE HUNDRED</u> Dollars and <u>NO</u> Cents.	\$ <u>6900.00</u>	\$ <u>6900.00</u>
2.	3	EA	Project Signs, Installed as Directed and Removed at Project Completion, Complete in Place per Each, for <u>FOUR HUNDRED</u> Dollars and <u>NO</u> Cents.	\$ <u>400.00</u>	\$ <u>1200.00</u>
3.	5	Tons	HMAC (Type D) Levelup as Full Compensation for All Required Levelup on Project, complete and in place per Ton for <u>SIX HUNDRED</u> Dollars and <u>NO</u> Cents.	\$ <u>600.00</u>	\$ <u>3000.00</u>
4.	63,467	SY	Microsurfacing, Type II, Polymer Modified as Shown on Drawing Sheets 3-9, complete and in place per Square Yard for <u>ONE</u> Dollars and <u>EIGHTY NINE</u> Cents.	\$ <u>1.89</u>	\$ <u>119,952.63</u>
5.	25	EA	Raised Pavement Markers, Class B, Type 2-B-B, Blue, complete in place Per Each for <u>FIVE</u> Dollars and <u>NO</u> Cents.	\$ <u>5.00</u>	\$ <u>125.00</u>

CP-2

VIKING CONSTRUCTION, INC
2592 SHELL ROAD
GEORGETOWN, TX 78624

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
6.	33	EA	Stop Sign Bar (Type 1), Single 12-inch White, Solid, complete in place per Each for <u>THIRTY FIVE</u> Dollars and <u>NO</u> Cents.	\$ <u>35.00</u>	\$ <u>1155.00</u>
7.	775	LF	Remove and Replace Concrete Sidewalk, as Shown on Sheets 2 & 10, complete in place per Linear Foot for <u>THIRTY</u> Dollars and <u>NO</u> Cents.	\$ <u>30.00</u>	\$ <u>23250.00</u>
<u>TOTAL BASE BID AMOUNT</u>					\$ <u>155,582.63</u>

ALTERNATE BID A ITEMS

1A.	3,264	SY	Microsurfacing, Type II, Polymer Modified as Shown on Drawing Sheets 2, 5 & 6, complete and in place per Square Yard for <u>ONE</u> Dollars and <u>EIGHTY NINE</u> Cents.	\$ <u>1.89</u>	\$ <u>6168.96</u>
2A.	2	EA	Raised Pavement Markers, Class B, Type 2-B-B, Blue, complete in place Per Each for <u>FIVE</u> Dollars and <u>NO</u> Cents.	\$ <u>5.00</u>	\$ <u>10.00</u>
3A.	3	EA	Stop Sign Bar (Type 1), Single 12-inch White, Solid, complete in place per Each for <u>THIRTY FIVE</u> Dollars and <u>NO</u> Cents.	\$ <u>35.00</u>	\$ <u>105.00</u>
<u>TOTAL ALTERNATE BID A AMOUNT</u>				\$ <u>6283.96</u>	

CP-3

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

Item No.	Quantity	Unit	Description of Item and Unit Price of Item in Words	Unit Price	Total Item Cost
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ALTERNATE BID B ITEMS

1B.	4,000	SY	Microsurfacing, Type II, Polymer Modified in Adjacent Locations as Directed, complete and in place per Square Yard for <u>ONE</u> Dollars and <u>EIGHTY NINE</u> Cents.	<u>\$1.89</u>	<u>\$ 7560.00</u>
TOTAL ALTERNATE BID B AMOUNT					<u>\$ 7560.00</u>

ALTERNATE BID C ITEMS

1C.	3	LS	Concrete Valley Gutter, as Shown on Sheets 3 & 5, complete in place per Lump Sum for <u>TWO THOUSAND FIVE HUNDRED</u> Dollars and <u>NO</u> Cents.	<u>\$2500.00</u>	<u>\$ 7500.00</u>
TOTAL ALTERNATE BID C AMOUNT					<u>\$ 7500.00</u>
TOTAL OF BASE AND ALTERNATE BID A, B & C AMOUNT					<u>\$ 176,926.59</u>

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the County and to fully complete the project within sixty (60) calendar days, BASE BID AND ALTERNATE BID work, as awarded.

Upon receipt of a written notice to the acceptance of this bid, Bidder will execute the formal contract Agreement within ten (10) days and shall deliver the Surety Bonds and Insurance Certificate as required by the Instructions to Bidders.

Bid security as required by the Instructions to Bidders in the sum of 5% OF TOTAL AMOUNT
B.O

(\$ _____) is hereto attached.

The bid security is to become the property of the Owner in the event the Proposal is accepted by the County and the Agreement and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the County caused thereby.

Respectfully Submitted,

By B. A. D.

Title PRESIDENT

(Corporate Seal,
if applicable)

VIKING CONSTRUCTION INC
Business Name

2592 SHELL ROAD

GEORGETOWN, TX 78628
Address

512 930 5777
Telephone

AFFIRMATION OF

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The undersigned hereby affirms that the Disadvantaged Business Enterprise (DBE) requirements of the proposed contract will be met and that 25% participation by DBE's will be achieved or that good faith efforts as described in the DBE program will be demonstrated in pursuit of the goal.

VIKING CONSTRUCTION INC
COMPANY

9 OCT 02
DATE

[Signature]
SIGNATURE

PRESIDENT
TITLE

This form must be completed and submitted with the contractor's proposal for the project. For DBE program requirements, call Capital Metro at (512) 389-7525.

2002 PAVING & SIDEWALK IMPROVEMENTS – PCT. 2
BID #02WC441

VIKING CONSTRUCTION, INC.

2592 SHELL ROAD
GEORGETOWN, TX 78626-9235
(512) 930-5777

REFERENCES:

CITY OF CEDAR PARK

ENGINEER: DON J. CUNNINGHAM, P.E.
10709 PLUMEWOOD DRIVE
AUSTIN, TX 78750
(512) 250-1773
(512) 848-8848 MB

CITY OF GEORGETOWN

MARK MILLER
TRANSPORTATION SERVICES MANAGER
P.O. BOX 409
GEORGETOWN, TX 78627
(512) 930-3555

CITY OF WACO

ENGINEER: JAMES SMITH, P.E.
P.O. BOX 2570
WACO, TX 76702-2570
(254) 750-6622

CHUBB GROUP OF INSURANCE COMPANIES

15 Mountain View Road, P.O. Box 1615, Warren, New Jersey 07061-1615

FEDERAL INSURANCE COMPANY**BID BOND****KNOW ALL MEN BY THESE PRESENTS,**

That we, **Viking Construction, Inc.**
2592 Shell Road
Georgetown, TX 78628

(hereinafter called the Principal),
as Principal, and the FEDERAL INSURANCE COMPANY, Warren, New Jersey, a
corporation duly organized under the laws of the State of Indiana, (hereinafter called the
Surety), as Surety, are held and firmly bound unto

Williamson County

(hereinafter called the Obligee),
in the sum of Five (5%) Percent of the Total Amount Bid----- Dollars
(\$5%TAB), for the payment of which we, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Sealed with our seals and dated this 25th day of September, 2002.

WHEREAS, the Principal has submitted a bid, dated October 9, 2002 for

2002 Paving & Sidewalk Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that
if the Obligee shall accept the bid of the Principal and the Principal shall enter into a
contract with the Obligee in accordance with such bid and give bond with good and
sufficient surety for faithful performance of such contract, or in the event of the failure of
the Principal to enter into such contract and give such bond, if the Principal shall pay to
the Obligee the penal sum hereof, then this obligation shall be null and void, otherwise, to
remain in full force and effect.

Viking Construction, Inc.

Principal

BY: [Signature] PRESIDENTFEDERAL INSURANCE COMPANYBY: [Signature]
Atty-in-Fact



**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn.: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Robert C. Siddons, Steven B. Siddons, Robert C. Fricke, James F. Siddons, Samuel G. Siddons and Linda Edwards of Austin, Texas-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 14th day of December, 2001

Kenneth C. Wendel, Assistant Secretary

Frank E. Robertson, Vice President

STATE OF NEW JERSEY } ss.
County of Somerset

On this 14th day of December, 2001, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Frank E. Robertson, and knows him to be Vice President of said Companies; and that the signature of Frank E. Robertson, subscribed to said Power of Attorney is in the genuine handwriting of Frank E. Robertson, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



Karen A. Price
Notary Public State of New Jersey
No. 2231647

Notary Public

Commission Expires Oct. 28, 2004

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U. S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U. S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 25th day of Sept. 2002.



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY
Telephone (908) 903-3485 Fax (908) 903-3656 e-mail: surety@chubb.com

AGENDA ITEM 30

Discuss and take appropriate action on approving Road & Bridge funds to cover shortfall in BGA funds for Pct. #2.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: Motion: To award the bid for 2002 paving and sidewalk improvements in Precinct 2 to Viking Construction, Inc., in the amount of \$155,582.63, and to approve \$25,000 of the funding to come from Williamson County Road & Bridge funds.

Vote: **5 - 0**

AGENDA ITEM 31

Discuss and consider continued participation in State Travel Management Program.

Bob Space stated that counties he contacted that use the State Travel Management Program were all very positive about participation in the program. Mr. Space said that the cost savings for using the program appears to be approximately 40%. He said that the STMP has agreed to split the cost with the County for last year's fee, but that he would continue to negotiate with them, hoping to arrange an agreement to apply all of last year's fee to this year's participation. Mr. Space agreed to send out a memo notifying all County departments about the program.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve participation in the State Travel Management Program for the fiscal year 2003.

Vote: **4 - 0. Commissioner Limmer was absent from the dais.**

< Attachment >

EXECUTIVE DIRECTOR
Randall H. Riley



CHAIRMAN
Tom Beard

COMMISSIONERS
Stuart S. Coleman
Noe Fernandez
Bob Jones
Mary Ann Newman
Richard (Rick) Salwen

Texas Building and Procurement Commission

September 9, 2002

GINNY ATKINSON
WILLIAMSON COUNTY
710 MAIN STREET SUITE 303
GEORGETOWN TX 78626

COUNTY INVOICE

Dear Ms. Atkinson:

This is to notify you that the participation fee for Fiscal Year 2003 (September 1, 2002 through August 31, 2003) is due. The participation fee is to cover administrative costs for the program provided by Senate Bill 204. The participation fee will allow Texas county officers or employees or persons who are in the custody of the state to use the State Travel Management Program's (STMP) contract airfares and/or travel agency services while traveling on official county business.

The participation fee, based on your county's population size, for WILLIAMSON County is:

Administrative Costs	\$1650.00
To comply with HB 1, 76th Leg., RS, Art. IX-39, Sect 9-6.11, entities making payment from funding sources other than State General Revenue, must remit the following amount for employee fringe benefit cost reimbursement.	<u>445.50</u>
TOTAL	\$2095.50

Please remit the participation fee and any changes to the Point-of-Contact form on or before 30 days of the date of this letter, along with a copy of this letter. Failure to remit the participation fee will result in the delay of your county's participation in the STMP's contract airline fare programs and travel agency services. The participation fee, along with a copy of this letter, should be remitted to the Texas Building and Procurement Commission, STMP at the address below.

If you have questions regarding this information, please call (512) 463-3435 or email "Bj" Slack at bj.slack@tbpc.state.tx.us.

Sincerely,

Ms. Bronwyn J. "Bj" Slack
County Coordinator, STMP

Approved 10-15-02
John C. Lacy

AGENDA ITEM 32

Consider approving contract with Select Payment Corporation to be able to do eChecks on line for property tax payments.

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve a contract with Select Payment Corporation to process eChecks on-line for property tax payments.

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

< Attachment >



ACH SERVICES AGREEMENT

THIS ACH SERVICES AGREEMENT (the "Agreement") is made by and between, **SELECT PAYMENT PROCESSING, INC.**, a Delaware corporation ("SPP") and the undersigned ("Governmental Entity").

RECITALS

A. SPP and its affiliates provide verification and Automated Clearing House ("ACH") services (the "Services") to the Governmental entity engaged in the selling of goods or services and/or the collection of taxes and fee's.

B. Governmental entity is lawfully engaged in the business of selling goods or services and/or the collection of taxes from third parties (a "Checkwriter") who is an Originator that initiates ACH entries.

C. Governmental entity desires that SPP provide the Services as set out in this Agreement.

For and in consideration of the mutual covenants and agreements herein contained, SPP and Governmental entity, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. DEFINITIONS. Unless otherwise provided, all capitalized terms used in this Agreement have the meaning as in the current rules and regulations of the National Automated Clearing House Association ("NACHA").

2. SERVICES. SPP shall provide various Services as selected by the Governmental entity. Governmental entity shall utilize and access the selected Services in accordance with the practices and procedures established by SPP from time to time, which may be amended upon thirty (30) days prior written notice (except where such change is required by applicable law or Rule).

3. AGREEMENTS OF GOVERNMENTAL ENTITY

a. THE GOVERNMENTAL ENTITY ACCOUNT. Governmental entity agrees to immediately reimburse SPP for any shortfalls that occur due to non-sufficient funds in the commercial demand deposit checking accounts designated by Governmental entity for use in conjunction with ACH Services (the "Governmental Entity Accounts"). SPP reserves the right to delay the availability of funds for deposit to Governmental entity Accounts if in its sole discretion SPP deems itself at financial risk.

b. RIGHT OF SETOFF. Governmental Entity hereby acknowledges and agrees that SPP shall have a right of setoff against any and all fees, Returns and Refunds owed SPP by Governmental entity under this Agreement.

Governmental entity _____

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c. **PAYMENT.** There is no charge to the Governmental entity for this service. The Checkwriter will pay the convenience fee for services provided by SPP. If the Governmental entity chooses other payment services not covered by the convenience fee, the following will apply; Governmental entity acknowledges and agrees to pay the fees, penalties and charges for those Services. Fees not collected within the month of billing will accrue interest at the maximum rate allowed by law per month beginning on the first day of the month following the billing month until all fees and accrued interest are paid in full.

4. **NACHA RULES AND COMPLIANCE BY GOVERNMENTAL ENTITY.** Governmental entity agrees to comply with the then current NACHA rules and regulations ("**Rules**"), which are made a part hereof and incorporated herein by reference. SPP reserves the right to request, from time to time, documentation indicating Governmental entity is in compliance with any and all current NACHA regulations.

5. **GENERAL TERMS.**

a. **ODFI INDEMNIFICATION.** SPP and Governmental entity hereby acknowledge and agree that ODFI's role, in providing the Services contemplated herein, is limited to providing access to the ACH Network and, in certain circumstances, serving as a depository financial institution and that ODFI has no control over the origination of any ACH entry nor is ODFI responsible for providing the other Services set forth in this Agreement. SPP and Governmental entity hereby agree to indemnify and hold harmless ODFI from and against all claims, actions, losses and expenses, including attorneys' fees and costs arising from, related to, or in connection with, any error or omission or alleged error or omission of SPP and/or Governmental entity or for any breach by SPP and/or Governmental entity of any of the terms of this Agreement. These indemnifications shall survive the termination of this Agreement.

b. **TERMINATION.** This Agreement shall have an initial term of twelve (12) months from and after the Effective Date. Upon expiration of the initial term, this Agreement shall automatically renew for additional consecutive twelve (12) month terms unless either party gives written notice of its election not to renew to the other party no later than thirty (30) calendar days prior to the end of the current term, whether the initial term or any renewal term. All obligations of Governmental entity shall survive the termination of this Agreement. SPP agrees to refund any remaining Settlement Reserve balance within ninety (90) days following termination of Governmental entity account.

c. **JURISDICTION.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas as to all matters including validity, construction, effect, performance and remedies without giving effect to the principles of choice of law thereof. The parties further agree that all performance due and transactions undertaken pursuant to this Agreement shall be deemed to be due or have occurred in Dallas, Texas, and that the entry into and performance hereof by Governmental entity shall be conclusively deemed to be the transaction of business within the State of Texas.

d. **WARRANTY OF APPLICATION.** In connection with this Agreement, Governmental entity has executed and delivered an application to SPP containing, among other things, information describing the nature of Governmental entity business and, where applicable, the individuals who are Governmental entity principal administrators. Governmental entity warrants to SPP that all information and statements contained in such application are true, correct, and complete. Governmental entity further agrees to notify SPP promptly of any changes which may occur from time to time regarding any information contained in such application, including, but not limited to, the identity of the principal administrators, type of goods and services, and or the collection of taxes and fee's.

e. **INDEMNIFICATION**. Governmental entity shall indemnify and hold SPP, its affiliates, officers, directors and employees ("**Covered Parties**"), harmless from and against all claims, actions, losses and expenses, including attorney's fees and costs, incurred by SPP, its affiliates, officers, directors and employees, arising out of, related to or in connection with this Agreement or the Services, except those arising by reason of the negligence or misconduct of Covered Parties. This indemnification shall survive the termination of this Agreement. Governmental entity hereby acknowledges and agrees that (a) SPP does not guarantee the completeness or accuracy of the information provided by Governmental entity from the third party database, and (b) SPP shall have no liability to Governmental entity for any invalid Checkwriter information or Checkwriter checks returned unpaid to Governmental entity.

f. **NOTICE**. Any notice required or permitted hereunder shall be in writing and shall be deemed given when deposited in the United States mail, postage prepaid, and addressed to the respective parties at the address set forth below, or at such other address as the receiving party may have provided to the other party.

g. **ASSIGNMENT**. This Agreement may not be assigned either voluntarily or by operation of law without the prior written consent of SPP. Governmental entity also acknowledges and agrees that SPP may assign or otherwise transfer this Agreement at its sole discretion, as it deems necessary or appropriate.

h. **LEGAL FEES**. In the event of any dispute arising out of or related to the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and collection expenses in addition to any other recovery.

i. **HEADINGS**. The headings listed after each section number in this Agreement are inserted for convenience only and do not constitute a part of this Agreement and are not to be considered in connection with the interpretation or enforcement of this Agreement.

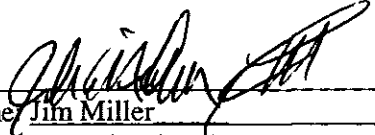
j. **FORCE MAJEURE**. If performance by SPP, ODFI or their affiliates, of any Service or obligation under this Agreement is prevented, restricted, delayed or interfered with by reason of, among other things, labor disputes, strikes, acts of God, fire, floods, lightning, earthquakes, severe weather, utility or communications failures, failures of the ODFI or the ACH network, computer associated outages or delay in receiving electronic data, war, civil commotion, or any law, order or regulation, etc. having legal effect, then SPP, ODFI and their affiliates shall be excused from their performance hereunder to the extent of the prevention, restriction, delay or interference.

k. **ENTIRE AGREEMENT**. This Agreement, including the fee structure and any exhibits, and the practices and procedures adopted by SPP from time to time for the use of the Services shall constitute a fully integrated agreement and set forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and all prior or contemporaneous negotiations, conversations, discussions, correspondence, memorandums and agreements between the parties concerning the subject matter are merged herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date signed by an authorized agent of Select Payment Processing, Inc.

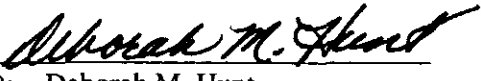
SELECT PAYMENT PROCESSING, INC.

5605 N. MacArthur Blvd., Ste 655
Irving, Texas 75038

By: 
Name: Jim Miller
Title: EVP Sales Operations
Date: 10/2/2002

GOVERNMENTAL ENTITY:

Name: Williamson County Tax Assessor-Collector
Address: 710 S. Main Street, Suite 102
City, State, Zip: Georgetown, Texas 78626

Signature: 
Name (print): Deborah M. Hunt
Title: Tax Assessor - Collector
Date: _____

Signature: _____
Name (print): John Doerfler
Title: Williamson County Judge
Date: _____

DALLAS 1141248v6

Governmental entity _____

SPP-GovCF 5.131
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date signed by an authorized agent of Select Payment Processing, Inc.

SELECT PAYMENT PROCESSING, INC.

5605 N. MacArthur Blvd., Ste 655
Irving, Texas 75038

By: _____

Name: Jim MillerTitle: EVP Sales OperationsDate: 10/2/2002**GOVERNMENTAL ENTITY:**Name: Williamson County Tax Assessor-CollectorAddress: 710 S. Main Street, Suite 102City, State, Zip: Georgetown, Texas 78626

Signature: _____

Name (print): Deborah M. HuntTitle: Tax Assessor - Collector

Date: _____

Signature: _____

Name (print): John DoerflerTitle: Williamson County JudgeDate: 10-15-02

DALLAS 1141248v6

Governmental entity _____

SPP-GovCF 5.131
Confidential Information

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AGENDA ITEM 33

Consider approving a contract with Brushy Creek Water and Control District No. 1 of Williamson and Milam Counties for collection of taxes.

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve a contract with Brushy Creek Water and Control District No. 1 of Williamson and Milam Counties for collection of taxes.

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

< Attachment >

RESOLUTION NO. _____

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES desires to levy an ad valorem tax in each fiscal year, and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Directors OF THE BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES THAT:

The President of the BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES is hereby authorized and directed to enter into a contract on behalf of the BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the Board of Directors of the BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES on the 21st day of August, 2002.



President James R. Nuse

BRUSHY CREEK WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1A OF
WILLIAMSON AND MILAM COUNTIES

ATTEST:



Secretary Daron Butler

BRUSHY CREEK WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1A OF
WILLIAMSON AND MILAM COUNTIES

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 2002.

John C. Doerfler 10-15-02
John Doerfler, County Judge
County of Williamson

ATTEST:

Nancy E. Rister
Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
 §
 COUNTY OF WILLIAMSON §

WHEREAS, BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1A OF WILLIAMSON AND MILAM COUNTIES a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other

rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.


10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.


11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

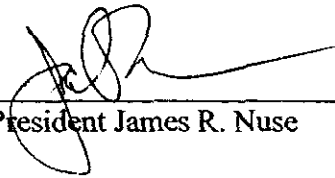
Executed _____, 2002.

COUNTY OF WILLIAMSON


John Doerfler, County Judge
County of Williamson


Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
BRUSHY CREEK WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 1A OF
WILLIAMSON AND MILAM COUNTIES



President James R. Nuse

AGENDA ITEM 34

Consider approving contract with Avery Ranch Road District #1 for collection of taxes.

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve a contract with Avery Ranch Road District #1 for collection of taxes.

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

< Attachment >

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

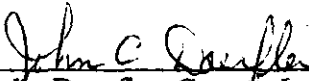
WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with AVERY RANCH ROAD DISTRICT NO. 1 for the collection of ad valorem taxes;


NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with AVERY RANCH ROAD DISTRICT NO. 1 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the 15 day of OCTOBER, 2002.


John Doerfler, County Judge
County of Williamson

ATTEST:


Nancy Rister
Williamson County Clerk

THE STATE OF TEXAS § TAX COLLECTION AGREEMENT
 §
 COUNTY OF WILLIAMSON §

WHEREAS, AVERY RANCH ROAD DISTRICT NO. 1 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between AVERY RANCH ROAD DISTRICT NO. 1 a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.
6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.
10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.

Executed October 15, 2002.

COUNTY OF WILLIAMSON

John C. Doerfler 10-15-02

John Doerfler, County Judge
County of Williamson

Deborah M. Hunt

Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION

AVERY RANCH ROAD DISTRICT NO. 1

John C. Doerfler 10-15-02

John C. Doerfler 8-20-02

Printed Name: John C. Doerfler

Title: County Judge

AGENDA ITEM 35

Consider approving contract with ESD #5 for collection of taxes.

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve a contract with Emergency Services District #5 for collection of taxes.

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

< Attachment >

RESOLUTION NO. _____

**AUTHORIZING AGREEMENT WITH THE COUNTY OF WILLIAMSON
FOR COLLECTION OF TAXES**

WHEREAS, ESD #5 desires to levy an ad valorem tax in each fiscal year; and

WHEREAS, The County of Williamson, Texas, provides ad valorem tax collection services; and

WHEREAS, the President of the ESD #5 finds it to be in the public interest to authorize a contract with The County of Williamson, Texas for collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ OF THE _____
_____ THAT:

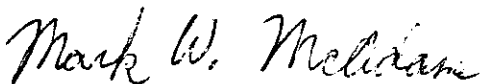
The President of the ESD #5 is hereby authorized and directed to enter into a contract on behalf of the ESD #5 with The County of Williamson, Texas, in the form and according to the terms in the attached Exhibit A.

The foregoing resolution was moved and seconded and finally adopted by majority vote at a regular meeting of the _____ of the _____ on the _____ day of _____, 2002.



President Eric Chasteen
ESD #5

ATTEST:



Secretary
ESD #5

RESOLUTION NO. _____

AUTHORIZING CONTRACT FOR COLLECTION OF AD VALOREM TAXES

WHEREAS, the County of Williamson performs tax collection for the several taxing entities of Williamson County; and

WHEREAS, the Commissioners Court of the County of Williamson finds it to be in the public interest to enter into a contract with ESD #5 for the collection of ad valorem taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF WILLIAMSON THAT:

The County Judge and Tax Assessor-Collector are hereby authorized and directed to enter into a contract with ESD #5 in the form attached hereto as Exhibit A for the collection of ad valorem taxes.

The foregoing resolution was moved and seconded and adopted by majority vote at a meeting of the Commissioners Court of the County of Williamson on the _____ day of _____, 2002.

John C. Doerfler 10-15-02
John Doerfler, County Judge
County of Williamson

ATTEST:

Nancy E. Rister
Nancy Rister
Williamson County Clerk

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there is not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor-Collector, promptly return to the County sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor-Collector.

C. To enable the County to effectively serve all parties which contract with it for the collection of taxes, all such parties must set their tax rates not later than the 30th day of September or the 60th day after the Jurisdiction receives its certified roll, whichever is later, of each year. In the absence of this requirement being met, such parties as do not meet this requirement shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate and any and all collateral or related information or documentation to allow the County to meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor-Collector annually. The Tax Assessor-Collector shall notify the Jurisdiction of the charge per parcel to be paid the following December 31 on or about March 1 of the same year. If no notice of charges per parcel is given by the Tax Assessor-Collector, charges per parcel for the prior year shall remain effective. The Tax Assessor-Collector may designate different charges for properties in Williamson County as opposed to those out of Williamson County, or according to any other rational basis of distinction. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor-Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.
6. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the tax collecting function provided in this contract. Such bond shall be payable to the County in the sum of \$100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.
7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.
8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.
9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.
10. This agreement supercedes any and all agreements and contracts by and between the Jurisdiction relative to collection of taxes.
11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by authority of the governing bodies of the respective parties hereto.


Executed _____, 2002.

COUNTY OF WILLIAMSON

John C. Doerfler 10-15-02
John Doerfler, County Judge
County of Williamson

Deborah M. Hunt
Deborah Hunt, Tax Assessor-Collector,
County of Williamson

JURISDICTION
ESD #5



President Eric Chasteen

THE STATE OF TEXAS	§	TAX COLLECTION AGREEMENT
	§	
COUNTY OF WILLIAMSON	§	

WHEREAS, ESD #5 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor-Collector to act as the Tax Collector for the above named Jurisdiction.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between ESD #5 a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOVT. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor-Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor-Collector, to do and perform all acts necessary and proper to collect property taxes for the Jurisdiction.

B. The County shall make the calculations necessary for the Jurisdiction to comply with the statutory requirements for setting tax rates as specified in Chapter 26 of the Texas Property Tax Code. The Tax Assessor-Collector shall request in writing from the Jurisdiction the information necessary to calculate the tax rates specified by Chapter 26 of the Texas Property Tax Code. The Jurisdiction shall furnish to the Tax Assessor-Collector in writing the requested information within two weeks of receipt of the written request from the Tax Assessor-Collector. The County shall also cause the publication of the necessary public notice of the required tax rates for the Jurisdiction annually. The Jurisdiction designates the Williamson County Tax Assessor-Collector as its officer for calculation of effective and rollback tax rates. The Jurisdiction shall pay for the actual costs of publication of such notices as charged by the appropriate newspaper.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County, and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

AGENDA ITEM 36

Consider amending PBS&J Professional Services Agreement to increase compensation cap for Parmer Lane North.

Roger Cisneros of HNTB addressed the court for Mike Weaver, who was out of town. He stated that the compensation cap would be increased to include the development of construction plans for Parmer Lane North from SH 29 to FM 3405. The amendment would increase the cap from \$980,000 to \$3,000,000.

Commissioner Boatright noted that this would be a very large increase, and that this is the first time he has heard about this request.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve amending the PBS&J contract for Parmer Lane North to increase the compensation cap to \$3,000,000 contingent upon Mike Weaver's approval.

Vote: 4 – 1. **Commissioner Boatright voted against the motion.**

< Attachment >

Contract No. _____

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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 the sum of ~~\$ 980,548.00~~ 3,000,000.00 *KSG 10/10/02*
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* 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 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

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 *Engineer* 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 *Engineer*. 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 *Engineer'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 *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in

Contract No. _____

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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 *Engineer* shall not 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 *Engineer* 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, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$ ~~580,548.00~~ ^{\$3,000,000.00 KAG 10/10/02}, 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, *Engineer* 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 detail hours worked by staff person, with a description of the work performed by individuals. 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 *Engineer*.

Contract No. _____

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EXHIBIT II
HOURLY RATES

Classification	Hourly Rate
Principal	\$150.00
Project Manager	\$150.00
SrTrans/Struct Engineer	\$140.00
Sr Engineer	\$130.00
Design Engineer	\$95.00
EIT	\$80.00
Sr Scientist/Sr EnvPlnr	\$100.00
Scientist II/Env Plnr II	\$85.00
Scientist/Env Plnr	\$60.00
Sr RPLS	\$130.00
RPLS	\$95.00
GPS Tech	\$75.00
3 Man Crew	\$125.00
CADD Designer	\$85.00
CADD Operator	\$75.00
Clerical	\$60.00

AGENDA ITEM 37

Discuss and take appropriate action on road bond program.

Roger Cisneros of HNTB submitted the monthly construction report to the court.

No action was taken on this agenda item.

< Attachment >



**Williamson County Bond Information
Monthly Construction Summary #2**

10/15/02

Georgetown Inner Loop (Project 2): DBWoods

Contract Price = \$1,763,722.42

Adjusted Price = \$1,714,453.97

Letting	Award	Notice to Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
9/6/2002	9/25/2001	1/23/2002	1/23/2002	8/20/2002		240	52	292

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	1/23/2002	2/28/2002	37	\$108,716.23	\$108,716.23	\$12,079.58	\$12,079.58	7	13		
2	3/1/2002	3/31/2002	31	\$103,233.77	\$211,950.00	\$11,470.42	\$23,550.00	13	23		
3	4/1/2002	4/30/2002	30	\$51,299.10	\$263,249.10	\$5,699.90	\$29,249.90	17	34		
4	5/1/2002	5/31/2002	31	\$16,697.25	\$279,946.35	\$1,855.25	\$31,105.15	18	44		
5	6/1/2002	6/30/2002	30	\$54,147.07	\$334,093.42	\$6,016.34	\$37,121.49	21	54		
6	7/1/2002	7/31/2002	31	\$24,106.81	\$358,200.23	\$2,678.54	\$39,800.03	23	65		
7	8/1/2002	8/31/2002	31	\$64,724.40	\$447,031.44	\$7,191.60	\$49,670.17	28	75		

Change Order Number

Approved

Cost This CO

- 1
3/18/02
\$0.00
1. Modify special conditions page 5 of 27 - Include the Manager, the Manager's consultants, and the Construction Observer as additional insured.
 2. Modify the technical specs section of the Project Construction Manual to indicate 1993 TxDOT Standard Specs for the Construction of Highways, Streets, and Bridges, as the "Standard Specifications".
 3. Include Special Specifications 3146, 5005, 5010, 5012, 5249, & add Special Provisions to Items 001, & 004 to the contract within the "Technical Specification" section of the Project Construction Manual.
 4. Add Special Specification 5819 as the specification for Single Guardrail Terminal.
 5. Plan Sheet No. 38 titled "Special Public Information Sign" is deleted from the project.

Change Order Number

Approved

Cost This CO

- 3
4/23/02
\$80,030.00
- Adjustment/Relocation of main waterline, services and appurtenances on both the City of Georgetown and City of Round Rock waterlines. In addition, this change order provides compensation for the placement of a concrete cap over waterlines in areas where the design could not be altered to provide adequate cover over the pipe. Five days were added with this change order.

Change Order Number

Approved

Cost This CO

- 2
6/11/02
-\$147,798.45
- Add force account to adjust City of Georgetown 12" water line crossing. This change corrects the original plan survey data, the original design has changed due to City of Georgetown & City of Round Rock waterlines. The SW3p sheet has been modified including provisions for endangered species, historical sites, & an inspection frequency change. A general note to implement a 25mph speed limit during project duration is added. Bid Item 644-508 is added to compensate for the installation of signs detailed in original plans. Payment for Project Description signs is added. The sequence of work and corresponding Traffic Control Plan is revised. 40 days are added in this change order.

Change Order Number

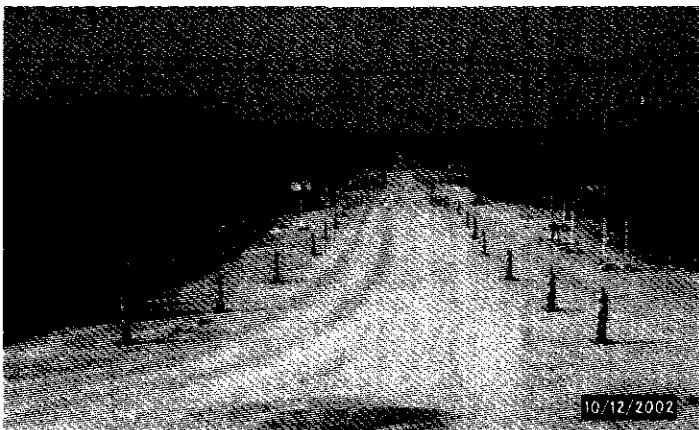
Approved

Cost This CO

- 4
9/25/02
\$18,500.00
- Add bid items to compensate for trenching adjacent to an active 30" water line and allow the construction of a slope between the proposed roadway and the water line.

9/20/2002 Comments - Constituents complaining about non-progress of project. Contractor has been given 10 days to submit revised schedule showing how they plan on meeting a completion date of Nov. 13.

9/27/2002 Comments - Progress slow. Will reevaluate contractor's schedule. Embankment operations on south end of project. Change Order for open cut at Culvert #4 pending. DB Wood extension to the south of SH 29 Change Order being finalized.



RECORDERS MEMORANDUM

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RiverBend Oaks

Contract Price = \$440,101.50

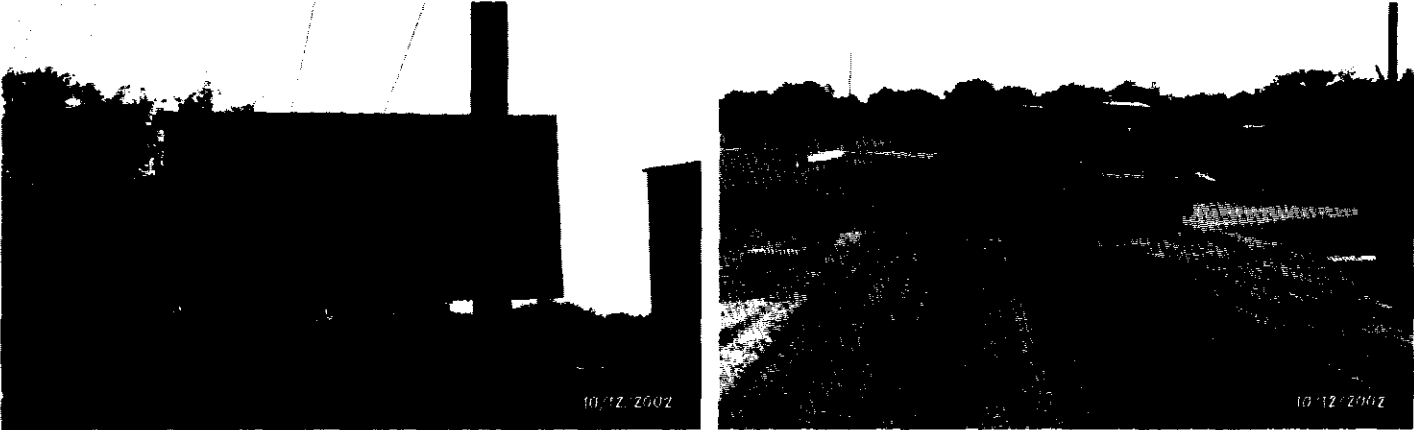
Adjusted Price = \$440,101.50

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/17/2002	4/16/2002	5/20/2002	5/31/2002	12/2/2002		120	77	197

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	5/31/2002	8/31/2002	93	\$13,404.28	\$13,404.28	\$1,489.36	\$1,489.36	3	47		

9/6/2002 Comments - Southwestern Bell Telephone completed their utility relocation work along River View Road last week. In a meeting held August 21 with the Gary Pugh of Bland/Schroeder/Archer, L.P., he noted that they will move back on site on or before September 3, 2002.

10/12/2002 Comments - Majority of culverts are in place. Contractor has begun upgrading roadway.



RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

CR Bridges (CR 390, CR 406, CR 427)

Contract Price = \$373,586.20
Adjusted Price = \$374,586.20

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
5/22/2002	6/6/2002	6/18/2002	6/25/2002	10/22/2002		90	30	120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	6/25/2002	6/30/2002	6	\$30,212.69	\$30,212.69	\$3,356.97	\$3,356.97	9	5		
2	7/1/2002	7/31/2002	31	\$83,785.58	\$113,998.27	\$9,309.51	\$12,666.48	34	31		
3	8/1/2002	8/31/2002	31	\$122,353.55	\$236,351.82	\$13,594.83	\$26,261.31	70	57		
4	9/1/2002	9/30/2002	30	\$89,160.81	\$570,219.73	\$9,906.76	\$63,357.73	170	82		

Change Order Number	Approved	Cost This CO
1	9/24/02	\$1,000.00

Utilities were not relocated prior to the beginning of construction causing a delay in construction begin time. A remobilization cost is a result of the delay. Also, 30 calendar days will be added for the delay.

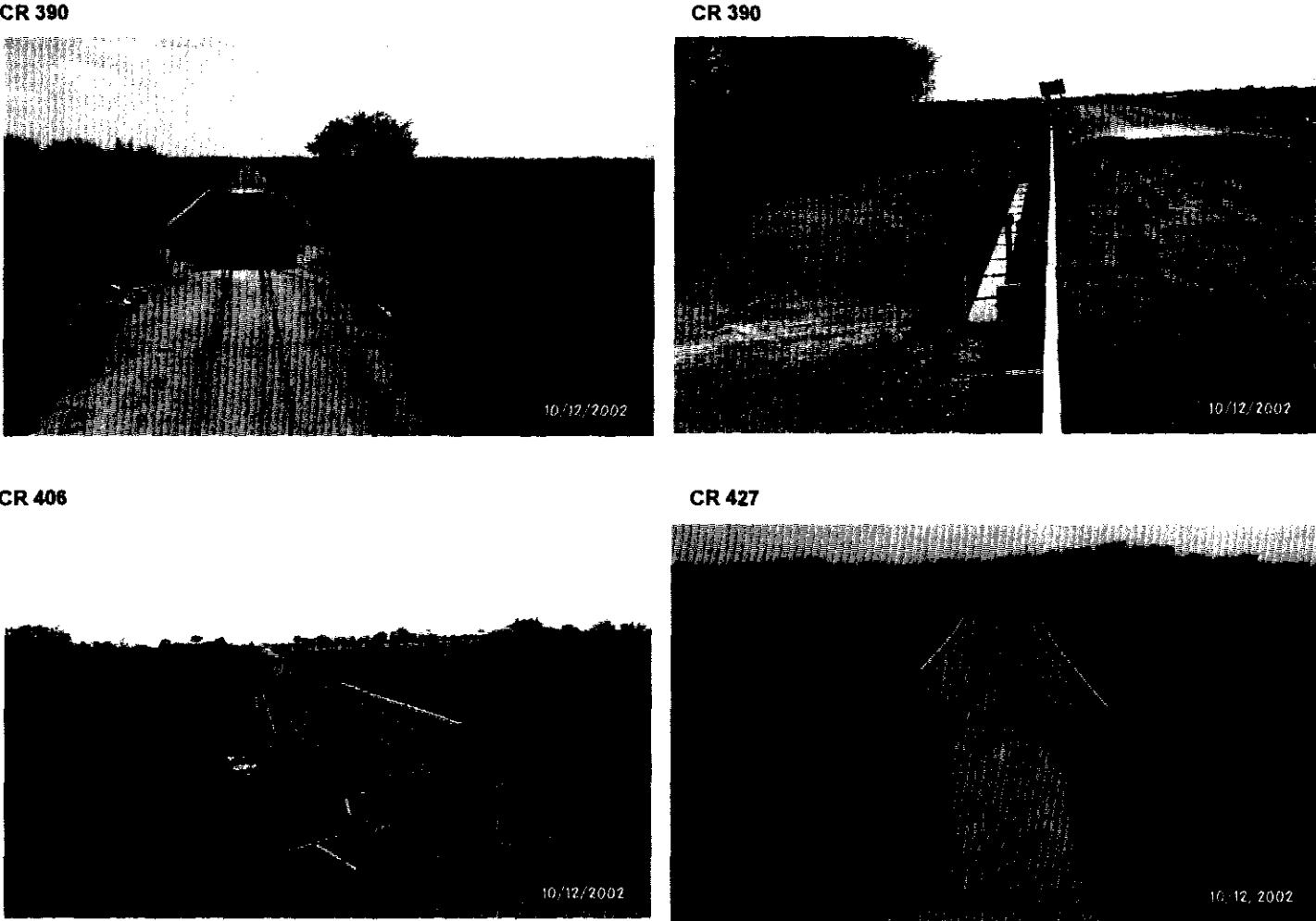
9/20/2002 Comments - CR 406: Meeting with property owner to discuss rock filter dam on 9/16/02. Contractor installing MBGF. CR 390: Deck pour week of 9/16/02.

9/27/2002 Comments - CR 406: Structure and approaches complete. Final shape-up and seeding pending. CR 427: Structure and approached complete. Final shape-up and seeding pending. CR 360: Structure complete. Working on base and surface. Final shape-up and seeding pending.

10/4/2002 Comments - Final shape-up and seeding pending.

10/12/2002 Comments - CR 427: 100% complete except for establishment of vegetation.
CR 406: 100% complete except for establishment of vegetation.
CR 390: 90% complete except for establishment of vegetation and final overlay of pavement.

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.



CR 175

Contract Price = \$2,098,666.95

Adjusted Price = \$2,085,617.90

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
5/1/2002	5/14/2002	5/30/2002	6/3/2002	3/30/2003		300	0	300

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	6/3/2002	6/30/2002	28	\$238,118.13	\$238,118.13	\$26,457.57	\$26,457.57	13	9		
2	7/1/2002	7/31/2002	31	\$62,850.69	\$300,968.82	\$6,983.41	\$33,440.98	16	20		
3	8/1/2002	8/31/2002	31	\$381,072.63	\$682,041.45	\$42,341.40	\$75,782.38	36	30		

Change Order Number	Approved	Cost This CO
1	6/10/02	\$-28,401.05

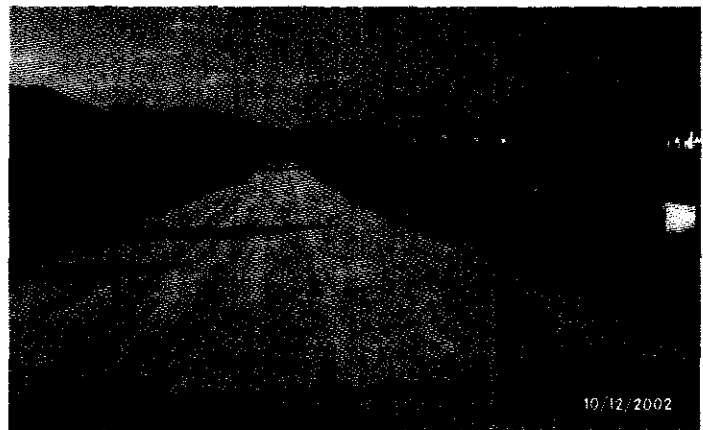
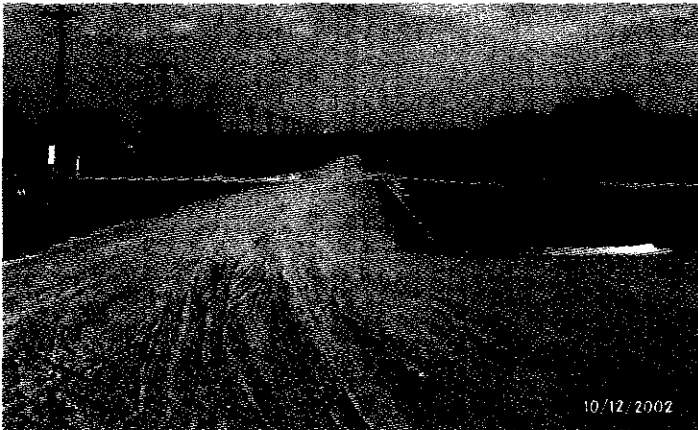
1. Revised Traffic Control Plan and Sequence of Construction
2. Revised centerline alignment at North side of FM 1431
3. Revised multiple 7' x 3' box culvert from four barrels to three barrels

Change Order Number	Approved	Cost This CO
2	9/24/02	\$15,352.00

Raise regional park water line valve casings and raise fire hydrants per each. Add 4' x 4' inlet and relocate 5' x 5' inlet.

9/20/2002 Comments - Meeting with LSI, Gray-Jansing, Garey on 9/12/02 to discuss adjustments to water line valves, fire hydrants. Garey to provide cost to do this work. Base operations, Culvert, C&G ongoing.

9/27/2002 Comments - Change Order # 2 approved. SBC contacted for two utility conflicts. Good progress. Base operations, Culvert, C&G ongoing.



RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

CR 368 / CR 369

Contract Price = \$1,038,721.60
Adjusted Price = \$1,058,195.60

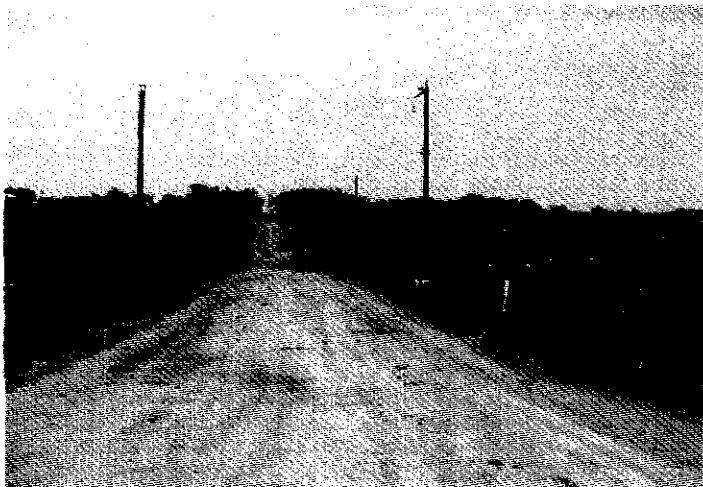
Letting	Award	Notice To	Begin Work	Anticipated Work	Work Accepted	Total Bid Days	Days Added	Total Days
2/14/2002	5/7/2002	5/7/2002	5/20/2002	10/20/2002		150	4	154

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$) Used	% Time Used	Liquidated Damages	Total Liq Damages
1	5/20/2002	6/25/2002	37	\$315,445.68	\$315,445.68	\$35,049.52	\$35,049.52	34	24		
2	6/26/2002	7/29/2002	34	\$212,088.69	\$527,534.37	\$23,565.51	\$58,615.03	56	46		
3	7/30/2002	8/26/2002	28	\$40,901.71	\$568,436.08	\$4,544.64	\$63,159.67	61	64		

Change Order Number 1 Approved 6/11/02 Cost This CO \$0.00
Road design option 2 being substituted for option 1 at no additional cost per square yard plus 4 days are added to time due to delay in filing N.O.I.

Change Order Number 2 Approved 9/4/02 Cost This CO \$19,474.00
Driveways and culverts added as needed for site access to each parcel. Concrete slopes on DS #1. Replace culvert damaged by SWB line.

9/27/2002 Comments - Roadway rehabilitation in progress.



RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

Parmer Lane South Phase I

Contract Price = \$10,364,321.87

Adjusted Price = \$10,364,321.87

<u>Letting</u>	<u>Award</u>	<u>Notice To</u>	<u>Begin Work</u>	<u>Anticipated Work</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
7/15/2002	8/7/2002	10/9/2002	10/14/2002	9/25/2004		713	0	713

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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9/6/2002 Comments -	TC&B is revising CO#1 plans at RM 2243 to address comments from TxDOT and HNTB. TC&B is waiting for signal pole information at FM 1431 from TxDOT - will include changes in CO#1. Modifications to the Krienke driveway south of Spanish Oak will also be included in CO#1. One waterline crossing was initially missed - changes will be included in CO#1. CO#1 requires one additional drainage easement - TC&B to forward information to Sheets & Crossfield. More changes are required as a result of the ROW negotiations - HNTB is currently evaluating for inclusion in CO#1 or as a separate CO.										
9/27/2002 Comments -	NTP extended 30 days. Letter to Contractor delivered 9/13/02. Meeting with Mike S. on SBC possible conflicts with Phase I held on 9/27/02. Propose to have Capital Excavation pot hole these locations and determine whether in conflict or not. This will constitute extra work for Contractor. Recommend County pay for this for the good of the project and get reimbursed by SBC later if deemed necessary.										
10/11/2002 Comments	Preconstruction meeting was held on October 9, 2002. Work will begin on October 14, 2002.										



RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

CR 412

Contract Price = \$1,584,145.10

Adjusted Price = \$1,584,145.10

<u>Letting</u>	<u>Award</u>	<u>Notice To</u>	<u>Begin Work</u>	<u>Anticipated Work</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>			
8/28/2002	9/19/2002					250	0	250			
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
<hr/>											
9/6/2002 Comments -	CR 412 bid from RGM Constructors was reviewed by HNTB and CivilTech Engineering and approved for presentation at Commissioner's Court. This will be on the agenda for September 17th.										
9/13/2002 Comments -	Project award is anticipated 9/17/02. ROW acquisition complete.										
9/27/2002 Comments -	Award letter sent 9/20/02 to RGM Constructors										



RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

Georgetown Inner Loop (Project 1): Cedar Breaks

Contract Price = \$6,574,127.79

Adjusted Price = \$6,628,023.32

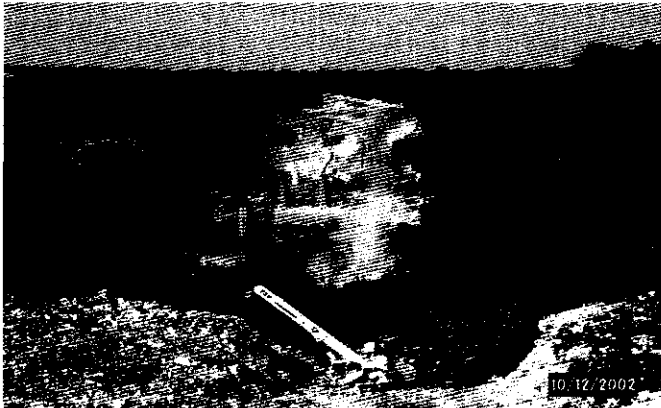
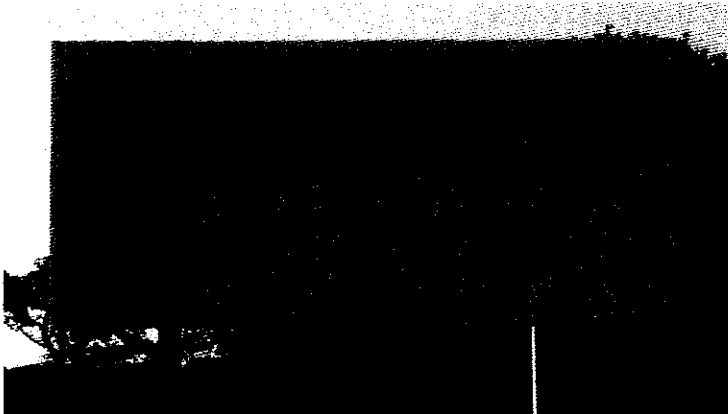
<u>Letting</u>	<u>Award</u>	<u>Notice To</u>	<u>Begin Work</u>	<u>Anticipated Work</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
3/4/2002	4/12/2002	5/22/2002	5/28/2002	5/26/2004		730	0	730

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Changed</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	5/28/2002	6/30/2002	34	\$25,175.88	\$25,175.88	\$2,797.32	\$2,797.32	0	5		\$0.00
2	7/1/2002	7/31/2002	31	\$364,803.03	\$389,978.91	\$40,533.67	\$43,330.99	7	9		\$0.00
3	8/1/2002	8/31/2002	31	\$27,910.71	\$782,692.65	\$3,101.19	\$86,965.85	13	13		\$0.00

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>
1	8/19/02	\$53,895.53

Provide compensation for the construction of a temporary roadway required by the City of Round Rock to protect their 30" CBC water line crossing the center line of Cedar Breaks Road Station 28+36 +/- . Relocate the Army COE overlook access road and provide payment for lowering and encasing their 4" water supply to the park. The design of the City of Georgetown 30" water line installation is revised due to the location of the existing utilities at the intersection of FM 2338 & Cedar Breaks Road. Add General Notes required to obtain TxDOT permit. Add bid item for surface preparation prior to placement of pavement markings on the bridge as required by Item 666. Add bid item for the elimination of markings during the phase changes of the Sequence of Work. Add provisions for the Manager, the Manager's agents, and the Construction Observer to be named as additional incurred on the contractor's insurance policies.

- 9/20/2002 Comments - Value Engineering Change Order being considered. Use Type J beams in lieu of Type VI. Cost savings to the project will be shared with the County. Cost of re-design to be borne by contractor.
- 9/27/2002 Comments - Drilled Shaft operations on-going.



RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

CR 200

<u>Letting</u>		<u>Award</u>		<u>Notice To</u>	<u>Begin Work</u>	<u>Anticipated Work</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
10/30/2002								180	0	180

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
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10/11/2002 Comments Advertisement of job began on October 13, 2002.



RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

AGENDA ITEM 38

Consider approving Construction Management Agreement with Landmark for an addition to the Williamson County Courts Annex.

Ed Lee stated that County Attorney Gene Taylor has approved the contract with Landmark for the courts addition. Mr. Lee stated that there were several points that need to be clarified. He stated that the contract has a guaranteed maximum price, but there is no language stating what will happen if the maximum price is exceeded. He stated that there is a letter from Mark Schultz of Landmark that they received earlier in the year stating that Landmark will be responsible for any cost overruns beyond the maximum price. Commissioner Limmer asked that the letter be attached to the contract as an exhibit. Mr. Lee also noted that the general conditions are not listed in the contract. He said that a list of the general conditions needs to be attached to the contract as an exhibit, and that the contract needs to state that the general conditions amount is part of the guaranteed amount. Chuck Lamb, Landmark's Project Manager for the courts addition, stated that Landmark will provide a breakdown of the general conditions line items and incorporate them as part of the attachment to the contract.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve the Construction Management Agreement with Landmark for the addition to the Williamson County Courts Annex, contingent on approval by Broaddus & Associates and with the exhibits regarding the maximum price and general conditions attached to the contract.

Vote: **5 - 0**

< Attachment >

**WILLIAMSON COUNTY COURTS ANNEX
CONSTRUCTION MANAGEMENT AGREEMENT**

This Construction Management Agreement ("Agreement") is entered into effective as of October 24, 2002 (the "Effective Date"), by and between Williamson County Texas, a governmental entity, hereinafter referred to as "Owner," and Landmark Organization, LP hereinafter also called "Construction Manager" and "Construction Manager Agent" (also hereinafter referred to as "Party" individually or "Parties" collectively).

WITNESSETH

WHEREAS, the Owner desires to have designed and constructed an addition to the Williamson County Courts Annex in Georgetown, Williamson County, Texas, in one or more design and bid/proposal packages; and

WHEREAS, the Owner solicited qualifications for Construction Management Services in connection with the proposed construction of the addition to the Williamson County Courts Annex, hereinafter called the "Project"; and

WHEREAS, the purpose of this Agreement is to secure the professional Construction Management Services of the Construction Manager in the design, preconstruction, and construction phases of the Project; and

WHEREAS, by execution hereof Landmark Organization, LP shall be the Construction Manager Agent for the Project and as such Landmark Organization, LP understands that as the Construction Manager Agent, subject to the terms and conditions of this Agreement, it shall have primary management responsibility for the Project and will be responsible for the coordination of all Project matters.

NOW, THEREFORE, the Owner and the Construction Manager, in consideration of the terms, covenants and conditions herein contained, do hereby contract and agree as follows:

**ARTICLE I
AGREEMENT TERMS**

1.01 Definitions for purposes of this Agreement:

Architect/Engineer. Licensed professionals, or firms employing such licensed professionals, engaged by Owner as independent consultants for design for all or a portion of the Project Improvements. More than one such professional or firm may be employed by Owner. (All such professionals or firms, regardless of number, may be referred to in the singular herein.)

Change Order. A change in the scope of the required construction work, approved in writing by the Owner, prior to implementing any such change, which may result in a modification to the Project Schedule and/or cost of the Work.

Construction Contract Documents. The Construction Contracts, including this Agreement, the Owner's Standard Uniform General and Supplementary Terms and Conditions (See Attachment "F"), and special conditions developed for the construction of the Project Improvements or a portion thereof, all documents required thereunder, and the the Architect/Engineer's plans, drawings dated August 26, 2002 and specifications dated August 27, 2002.

Construction Contracts. A contract between the Owner and a contractor independent of the Owner for the Contractor's performance to the Owner of services or provision of materials relating to the construction of a portion of Project Improvements which services and/or provision of materials shall be an individual bid/proposal package. The Construction Manager Agent shall review and approve the recommended scope of the work (performance of services and provision of materials) to be included in each separate Construction Contract, and bid/proposal package and submit to Owner for approval, prior to advertisement for bids or proposals. Construction Contract is deemed to include for purposes herein any procurement contract between Owner and a vendor or supplier.

Construction Contractors. Independent contractors performing work pursuant to Construction Contracts. A single Construction Contractor may be referred to herein as a "General Contractor" and shall be determined in accordance with all state and local competitive procurement requirements. (More than one such Contractor may be employed by Owner. Regardless of number, all such Contractors may be referred to in the singular herein). "Construction Contractor" is deemed to include, for purposes herein, any vendor or supplier under contract with Owner.

Construction Cost. The Construction Cost shall be the total cost to the Owner of all elements of the Project designed or specified by the Architect/Engineer for which the Construction Manager has responsibility hereunder. The Construction Cost shall include the cost at current market rates of all labor and materials furnished by the Owner or its Construction Contractors and equipment designed, specified, selected or specially provided by the Architect/Engineer, plus a reasonable allowance for the Contractors' overhead and profit. Construction Cost for purposes of determining Construction Manager's compensation hereunder does not include the compensation of the Architect/Engineer or their personnel, consultants or subcontractors.

Construction Cost Fixed Limits.

- (a) The agreement between the Landmark Organization and Williamson County, dated July 5, 2002, is incorporated as part of this agreement as "Attachment I".

- (b) The fixed limit of Construction Cost for the Project, including all fees and compensation for Construction Manager is NINE MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$9,968,392.00), (but excluding design/engineering fees, costs for renovation of the existing building, costs for upgrades to HVAC for the Annex addition, costs for the additional Roof Support System, and Preconstruction Project Management fees) must not be exceeded as a result of the design of the Architect/Engineer as defined by the Architect/Engineer's plans, drawings dated August 26, 2002 and specifications dated August 27, 2002.
- (c) The estimate for HVAC upgrades for the Annex addition is \$320,000.00.
- (d) The estimate for renovation of the existing building is \$713,249.00. excluding HVAC upgrades.
- (e) The estimate for the additional roof support system compared to the June 3, 2002 drawings is \$18,500.00.
- (f) The cost limit for Preconstruction Project Management fees, is ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).
- (g) The cost limit, including markup, for the total of Construction Manager's Direct Personnel expenses plus Reimbursable Expenses and General Conditions is SIX HUNDRED SIXTY -FOUR THOUSAND NINE HUNDRED TWENTY-TWO DOLLARS (\$664,922.00), as included in NINE MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$9,968,392.00), set out in Section 1.01(a).
- (h) The estimate for the Construction Manager's General Conditions, included as part of Construction Manager's Direct Personnel expenses plus Reimbursable Expenses shown above, is \$617,208.00. The items to be included in General Conditions are listed on "Attachment J".

Construction Phase. The implementation and execution of the construction work required by the Construction Contract Documents.

Construction Team. The Construction Manager, the Architect/Engineer, the Construction Contractor(s), the Owner, and any and all consultants engaged by Owner.

Day. A calendar day unless otherwise specifically designated.

Final Completion. As defined by Owner's Standard Uniform and Supplementary General Conditions attached as Attachment 'F' hereto and referred to herein for all purposes.

When referring to the Work of the Project, all those parts of the Project that the Construction Contractors are to perform in completing the entire Project.

ARTICLE II

DESIGNATION OF CONSTRUCTION MANAGER AND DUTIES

2.01 The Owner, hereby designates and appoints the Construction Manager and authorizes the Construction Manager to so act in connection with the scope of work and services set forth and described in this Agreement (the "Services").

2.02 In general, the Construction Manager shall have primary construction management responsibility for the Project and more specifically shall coordinate all construction Project matters with a goal to attain the completion of the Project on time and within budget.

2.03 Notwithstanding anything to the contrary contained in this Agreement, Owner and Construction Manager agree and acknowledge that Owner is entering into this Agreement in reliance on Construction Manager's abilities with respect to performing the Services, and Construction Manager's abilities with respect to construction management, including, without limitation, leadership and coordination of all of the Owner's other independent contractors for the Project, including Construction Contractors, if any, as approved in writing by Owner prior to designation, architects, engineers, surveyors, testing laboratories, trade contractors, and special consultants. The Construction Manager accepts the relationship of trust and confidence established between it and the Owner by this Agreement. Construction Manager is Agent for Owner and covenants with Owner to use its best efforts, skill, judgment, and abilities to further the interests of Owner in accordance with Owner's requirements and procedures, and to perform the Services in accordance with the standards of Construction Manager's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. Construction Manager represents, to the best of its knowledge and belief, and covenants and agrees that there are no obligations, commitments, contracts, or impediments of any kind that will limit or prevent performance of the Services. This Agreement is executed near completion of bid/proposal award negotiation phase, but prior to the advertisement of bids/proposals for Construction Contractors. Any description of services, including Preconstruction Project Management services, provided during prior phases are assumed to have already been provided by Construction Manager Agent and are included in the \$100,000.00 Preconstruction Project Management fee, which is fully earned once Construction Contractors have been selected by Owner.

2.04 The Construction Manager covenants and agrees that all of the Services to be performed by the Construction Manager under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances and involving a project such as the Project.

2.05 The Construction Manager covenants and agrees that all persons connected with the Construction Manager directly in charge of the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, to the extent required by such laws, rules and regulations.

2.06 The Construction Manager covenants and agrees to call to Owner's attention any design errors or omissions in the plans, drawings and specifications prepared by the Architect/Engineer that Construction Manager may discover; however, any review by the Construction Manager is made in the Construction Manager's capacity as a construction manager and not as a licensed design professional, regardless of the registration or license held by one or more of Construction Manager's personnel. The Construction Manager is not required to ascertain that the Construction Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to Construction Manager shall be reported promptly to the Owner. Construction Manager shall be responsible for including all Work necessary to complete the Project as shown in the Construction Contract Documents in the collective bid/proposal packages.

2.07 The Construction Manager covenants and agrees to furnish efficient business administration and superintendence and perform the Services in the most expeditious and economical manner consistent with the interests of Owner

2.08 Construction Manager warrants, represents, and agrees that if:

- (a) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Construction Manager has been duly authorized to act for and bind Construction Manager; or
- (b) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Construction Manager has been duly authorized to act for and bind Construction Manager.

2.09 Neither the execution and delivery of this Agreement by Construction Manager nor the performance of its obligation hereunder will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Construction Manager is bound, or any agreement by which Construction Manager is bound or to the best of the Construction Manager's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Construction Manager.

2.11 The fixed limit of Construction Cost for the Project is guaranteed by the Construction Manager not to exceed NINE MILLION NINE HUNDRED SIXTY-EIGHT THOUSAND THREE HUNDRED NINETY-TWO DOLLARS (\$9,968,392.00), subject to additions and deductions by changes in the Work as provided by the Construction Contract Documents.

ARTICLE III
NATURE AND SCOPE OF WORK

3.01 The Construction Manager shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner reasonably consistent with the previously stated interests of the Owner. Consistent with the foregoing, the Construction Manager shall control its means and methods of performing the required Construction Management Services hereunder and shall oversee the performance of the Construction Contractors so as to provide for a completed Project in accordance with the Architect/Engineer's drawings, plans dated August 26, 2002, and specifications dated August 27, 2002. The Construction Manager's personnel, and the Construction Manager's associated subconsultants, to be employed in the Project, to the extent currently known, are identified in Attachment 'A'. In the event that the Construction Manager determines that one or more of its personnel or subconsultants should be replaced, the Construction Manager shall promptly notify the Owner of such replacement (prior to such replacement if reasonably feasible) and shall replace such personnel or subconsultants with a person or persons of equal or greater ability and qualifications.

ARTICLE IV
CONSTRUCTION MANAGER'S SERVICES:
PART 1: COORDINATION, SCHEDULING, BUDGETING, PLANNING

4.01 In implementation of the responsibilities and duties of the Construction Manager as set forth herein, the Construction Manager shall perform the following Construction Management Services:

(a) General Coordination.

- (1) Participate as a member of the Construction Team to confirm program need;
- (2) Attend regular meetings with other members of the Construction Team during the development of the design to advise them on site use and improvements, selection of materials, building systems and equipment and ~~methods~~ methods of delivery of materials, systems, and equipment. ~~Prior~~ Prior to each meeting, the Construction Manager shall prepare and distribute to the other Construction Team members a written agenda for the meeting;
- (3) Prepare and distribute at each Construction Team meeting as part of the

agenda, a list of activities which require immediate action and the date(s) by when the activity must be completed, and record and distribute the minutes of each meeting;

- (4) Provide recommendations and information to the other members of the Construction Team on: construction feasibility; availability of materials and labor; time requirements for installation and construction; assignment of responsibilities for safety precautions and programs, temporary Project facilities; equipment, materials and services for common use of Construction Contractors; factors related to cost, including costs of alternative designs or materials, preliminary budgets, and possible economies; methods of verification for determining that the requirements and assignment of responsibilities are included in the proposed Construction Contracts, and any other matters necessary to accomplish the Project in accordance with the Project Schedule and Project Construction Budget;
- (5) At Owner's request, attend public meetings and hearings concerning the development of the Project as may be reasonably required to obtain necessary approvals;
- (6) Provide value engineering recommendations to the other members of the Construction Team after schematic design phase is complete; and
- (7) Provide an ongoing "Constructability Review" as a result of frequent communications with the Construction Team and report any items that in the Construction Manager's opinion may cause problems in the way the Project is to be constructed and review the overall coordination of specifications and drawings, details and discrepancies that if left unattended may result in Change Orders or claims once the Project is bid; and
- (8) Create and continuously update a decision tracking system in accordance with the Owner approved 'ProLog' format attached hereto as Attachment 'G'.

(b) Scheduling.

- (1) Develop a Project Schedule in accordance with the Owner approved 'SureTrak' format attached hereto as Attachment 'E', for the other Construction Team members' review and the Owner's use, that coordinates and integrates the Construction Manager's services, the Architect/Engineer's design, the work of other consultants and suppliers, and the Owner's activities with the anticipated construction schedules for other contractors, which includes the date for "groundbreaking" as approved by the Owner;
- (2) Update the Project Schedule as is reasonably required but at least monthly to

incorporate an updated, detailed listing for all activities of the Project, including: required activity sequences and durations; Construction Contract packages, completion dates, Owner Construction Contract package review periods; Project building permits acquisition time requirements; Construction Contract bid/proposal dates; processing of shop drawings and samples; a recommended schedule for the Owner's purchase of materials and equipment requiring long lead time procurement, and delivery dates of products requiring long lead time procurement; and -

- (3) Provide the necessary critical path schedule control with a goal to attain the Substantial Completion of the Project, including remodeling of the existing County Courts Annex within eighteen (18) months following issuance of a Notice to Proceed, so that the Owner can occupy and utilize the entire Project facilities on such date.

(c) Budgets

- (1) Obtain from Owner the Project Construction Budget ("PCB") at the end of the design development phase;
- (2) Update the PCB, as necessary, at the end of the construction documents phase for written approval by the Owner, such budget to include updating and reporting of all anticipated construction costs;
- (3) Advise the other members of the Construction Team immediately if at any time the Construction Manager has knowledge or belief that the previously established PCB will not be met, and make recommendations to the Construction Team for corrective action; and
- (4) Identify and establish the cost of each Construction Contractor package to be used for evaluation of the bids or proposals by the Construction Manager and Owner and recommend the successful contractor to the Owner who shall make the final decision as to the identity of the successful Construction Contractor.

(d) Coordination of Construction Contract Documents.

- (1) Assist the Owner in preparing Construction Contracts which incorporate all the Owner's requested scope items and procedures, including, without limitation, Georgetown, Texas, Site Construction Guidelines, all of which are hereby incorporated by reference, into the Construction Contract Documents provided, however, that nothing herein shall require Construction Manager to perform legal services or to provide or furnish legal advice to the Owner;

- (2) Develop any Special Conditions of the Construction Contract Documents, which shall be approved in writing by the Owner at Owner's sole option and discretion;
 - (3) At specified times required by the Owner, review the drawings and Project specifications as they are being prepared, advise Owner of any error, inconsistency or omission discovered, and recommend alternative solutions whenever design details affect construction feasibility budget risks or schedules; and
 - (4) Assist the Owner in preparing Construction Contracts that comply with all applicable State of Texas and Williamson County procurement requirements provided, however, that nothing herein shall require Construction Manager to perform legal services or to provide or furnish legal advice to the Owner.
- (e) Construction Planning.
- (1) Identify for and recommend to the Owner the need for purchase of items requiring extended delivery times ("long lead items"), and recommend ways to expedite the procurement of such items for delivery by the required dates;
 - (2) Make recommendations to the other members of the Construction Team regarding the division of Construction Contract drawings and Project specifications to facilitate the solicitation and awarding of Construction Contracts, to allow for phased construction and to take into consideration such factors as time of performance, availability of labor, overlapping trade jurisdictions, and provisions for temporary facilities;
 - (3) Review the drawings and the Project specifications with the other members of the Construction Team to eliminate areas of conflict, gaps and overlap in the Work to be performed by the various Construction Contractors;
 - (4) Develop Construction Contractor interest in the Project and assist the Owner in accordance with local and statutory requirements, in taking competitive bids or proposals on the Work of the various Construction Contractors; schedule and conduct pre-bid conferences, and after review and analysis of the bids or proposals with the Owner and Architect/Engineer(s) make a recommendation to the Owner for contract awards, which awards shall be made by the Owner;
 - (5) ~~Subsequent~~ Subsequent to the Owner's award of the Construction Contracts obtain information/documents (as described in the Project specifications) from the Construction Contractors necessary for Owner's execution of the Construction Contracts and if such information or documents are not available, the Construction Manager shall recommend the appropriate course

of action to the Owner with respect to any such Construction Contractor which cannot provide the information/documents;

- (6) Assist the Owner, the appropriate Construction Contractor, the appropriate Architect/Engineer or consultant, in obtaining all applicable risk management, code, and regulatory agency reviews and approvals for the Project or any portion thereof including, without limitation, the Texas Department of Licensing and Regulation, the City Fire Department, and Factory Mutual Engineering, a wholly owned subsidiary of the Factory Mutual System;
 - (7) Advise Owner in conjunction with Architect/Engineer of any tests to be performed.
- (f) Furniture, Fixtures and Equipment. Coordinate the Owner's relocation and purchase and installation of furniture, fixtures and equipment with the Owner and Owner's Construction Contractors as may be required to meet the Project Schedule.

ARTICLE V
CONSTRUCTION MANAGER'S SERVICES:
PART 2: PROJECT CONTROL, CONSTRUCTION

5.01 In implementation of the responsibilities and duties of the Construction Manager herein, the Construction Manager will also provide the following Construction Management Services:

- (a) Project Control.
 - (1) Monitor the Work of the Construction Contractors as required and coordinate such Work with the activities and responsibilities of the Construction Team with a goal to attain completion of the Project Improvements at a cost not to exceed the Project Construction Budget and to attain Substantial Completion within eighteen (18) months following the issuance of a Notice to Proceed;
 - (2) As provided in Attachment 'A', maintain a competent staff to coordinate and provide general direction over the Work and progress of the Construction Contractors on the Project;
 - (3) As provided in Attachment 'A', establish organization of personnel and clearly defined lines of authority in order to implement the overall plans of the Construction Team;

- (4) Establish procedures for coordination among the Construction Team, Construction Contractors and consultants with respect to all aspects of the Project, and implement such procedures;
- (5) Schedule and conduct weekly progress meetings, or as required, at which time Construction Contractors, consultants and the Construction Team can discuss jointly such matters as procedures, progress, problems and scheduling;
- (6) Provide regular monitoring of the Project Schedule as construction progresses; identify potential and actual Construction Contract variances between scheduled and probable completion dates, review the Construction Contract schedules for Work not started or incomplete and recommend to the Owner and Construction Contractors adjustments to their schedules to conform with the probable Construction Contract completion dates and provide monthly reports to the Owner of each Construction Contract schedule and document all changes in Construction Contract schedules;
- (7) Determine the adequacy of the Construction Contractors' personnel and equipment, and the availability of materials and supplies to meet the Construction Contractors' schedules in relation to the Project Schedule; and
- (8) Advise the Owner of any default by a Construction Contractor and the projected consequences of such default and make recommendations to the Owner regarding corrective action to replace the Construction Contractor in default and implement remedial action, as approved by the Owner, required to meet the Project Schedule and Project Construction Budget.

(b) Cost Control.

- (1) Develop and monitor an effective system of Project costs control, and provide regular reports to the other members of the Construction Team; identify variances between actual and budgeted or estimated costs and advise the other members of the Construction Team whenever projected costs exceed, or could be reasonably anticipated to exceed, budgets or estimates; revise and refine the initially approved PCB with the assistance of the other members of the Construction Team; present the revised PCB to the Owner for approval; incorporate the Owner-approved changes; and develop cash flow reports and forecasts and provide same to Owner as projected; and
- (2) ~~≡~~ Maintain cost accounting records in good form on expenditures and materials, or for any other expenditures requiring accounting records; and afford the Owner access to these records and preserve them for a period of two (2) years after final payment is made by the Owner to the Construction Manager.

- (c) Change Orders. Develop and implement a system in accordance with the Owner approved 'ProLog' format attached hereto as Attachment 'H', for the preparation, review and processing of Change Orders system and recommend necessary or desirable Change Orders to the other members of the Construction Team for its review and recommendation for Owner's approval and assist in negotiating Change Orders prior to submittal of same to the Owner for final approval.
- (d) Construction Contractors.
 - (1) Develop and implement a written procedure acceptable to the Owner for the review, approval and processing of pay requests by Construction Contractors;
 - (2) Maintain strict enforcement of all Construction Contracts including retention of retainage amounts provided, however, that nothing herein shall require Construction Manager to perform legal services or to provide or furnish legal advice to the Owner; and
 - (3) Make recommendations in writing to the Owner regarding Construction Contract default or Construction Contract modifications provided, however, that nothing herein shall require Construction Manager to perform legal services or to provide or furnish legal advice to the Owner. Construction Manager shall not be responsible for any Construction Contractor's failure to carry out the Work in accordance with the respective Construction Contract. Construction Manager shall be responsible for oversight of all Construction Contractors' performance in accordance with the respective Construction Contract.
- (e) Wage Rates. Assist Owner in maintaining strict enforcement of applicable State of Texas prevailing wage laws. Cooperate with Owner in monitoring the submission to the Owner of payroll records by the various Construction Contractors when requested.
- (f) Permits. Participate with Owner to assist the Architect/Engineer in obtaining all required building permits and special permits for permanent improvements, which does not include those permits normally required to be obtained by the various Construction Contractors, such as permits for inspection, temporary facilities, etc.
- (g) Special Consultants. Assist the Owner in selecting and retaining professional services not otherwise described in this Agreement for the Project, and coordinate these services at the Owner's request in order to meet the Project Schedule, without, however, assuming direct responsibility for, having control over, or being in charge of the work of these consultants.

(h) Review of Work and Safety.

(1) Construction Manager Agent shall determine in general that the Work of each Construction Contractor is being performed in accordance with the requirements of the Construction Contract Documents and endeavor to guard the Owner against defects and deficiencies in the Work. Notwithstanding the foregoing, the Construction Manager shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, or procedures in connection with the Work of each of the Construction Contractors or for the acts or omission of the Construction Contractors or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Manager; and

(2) Develop the safety standards to be included in the Construction Contracts, and adequately inform the Construction Contractors to coordinate safety programs with the other Construction Contractors in their work area. In the event the Construction Manager becomes aware of any violation of safety related practices and procedures by the Construction Contractors, the Construction Manager shall be responsible for advising the Owner of such violations, but the Construction Manager shall not be responsible for compliance with such safety-related practices by the Construction Contractors.

(i) Document Interpretation. The Architect/Engineer shall be the interpreter of the design intent of the Construction Contract Documents, subject to the terms and conditions of the agreement between the Architect/Engineer and the Owner, provided, however, the Construction Manager shall request such interpretations from the Architect/Engineer, with Owner consent, from time to time in order to facilitate the Construction Manager's accomplishment of its duties under this Agreement. Construction Manager Agent is leader of the construction team.

(j) Shop Drawings and Submissions. In collaboration with the other members of the Construction Team, the Construction Manager shall establish and implement procedures for expediting the processing and Architect/Engineers' approval of shop drawings and other submissions.

(k) Reports and Project Site Documents.

(1) The Construction Manager shall record the progress of the Project, submit monthly progress reports to the other members of the Construction Team, including information on the Construction Contractors' Work and the percentage of completion, and keep a daily log of Project construction activities available to the other members of the Construction Team; and a designated member of the Construction Manager's site personnel, whose job function involves or includes observation of Project construction, shall maintain a daily log of construction activities and observations which daily

logs will be submitted to the Owner upon Substantial Completion; and

- (2) The Construction Manager shall maintain at the Project site, updated records of contracts, drawings, examples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all changes and revisions; obtain data from Construction Contractors and maintain a current updated set of record drawings and Project specifications.
- (1) As-Built Drawings. The Construction Manager shall monitor the Construction Contractors' production of as-built construction records and shall monitor the production of final, as-built mylar record Project drawings by the Architect/Engineer for delivery to the Owner as may be required.
- (m) Substantial Completion of Work by Construction Contractors. Upon notification by a Construction Contractor, the appropriate members of the Construction Team (at a minimum, the Construction Contractor giving such notice, the Architect/Engineer or consultant responsible for the design of the Work which is the subject of the notice, the Construction Manager, and the Owner) shall make a walk-through inspection in order to determine whether there is Substantial Completion of said Construction Contractor's Work. A list of unacceptable items shall be prepared by the Construction Manager and presented to the Construction Contractor for resolution.
- (n) Substantial Completion of Project. Upon notification by the Construction Manager, the appropriate members of the Construction Team (Owner, Construction Manager, Construction Contractor, Architect/Engineer) shall make a walk-through inspection in order to determine whether there is Substantial Completion of all Construction Contractors' Work, subject to the Owner's Standard Uniform General and Supplementary Conditions. Lists of unacceptable items shall be prepared by the Construction Manager Agent and presented to the Construction Contractors for resolution subject to the Owner's Standard Uniform General and Supplementary Conditions.
- (o) Start-Up. With the Owner's operations' personnel in attendance at a time and date acceptable to all necessary parties, the Construction Manager shall coordinate and supervise the inspection of utilities, operations' systems and equipment for readiness, and assist Owner in start-up and testing of such utilities, systems and equipment by the appropriate Construction Contractor.
- (p) Final Completion. After receiving Owner's consent, the Construction Manager shall establish the date of final completion for the Project and provide written notice to the other members of the Construction Team that the Project is ready for final inspection and walk-through; secure and transmit to the Owner, after final walk-through and final acceptance by the Owner, required guarantees, affidavits, releases, bonds and waivers; and, after final walk-through and final acceptance by the Owner, turn over

to the Owner all keys, manuals, record drawings and surplus materials and supplies.

- (q) Warranty. The Construction Manager shall collect and deliver to the Owner, in hard-back binders, all written warranties or guarantees specified in the Construction Contract Documents, prior to final completion. The Construction Manager shall assist and represent the Owner through the one-year warranty period on matters involving malfunctions, defects or deficiencies of the Project. The Construction Manager shall communicate with the Construction Contractors as necessary to correct all malfunctions, defects, and deficiencies in a timely manner and to reduce inconvenience to the Owner during this period. The scope of assistance shall include, but not be limited to, the following:

- (1) notify the Construction Contractor of malfunctions, defects, and deficiencies in workmanship or materials when discovered and request corrective actions;
- (2) prepare correspondence and other written data as necessary to document, clarify, and resolve discrepancies;
- (3) meet with the Construction Contractors at the Project site or other local places when requested by the Owner; and
- (4) take reasonable steps to pursue correction of malfunctions, defects, and deficiencies, provided however, only the Owner will exercise any of its legal remedies.

The Construction Manager shall also perform a thorough warranty review of the Project shortly before the one year anniversary of the date of Substantial Completion. As a result of this review, the Construction Manager shall prepare a list of items needing correction. The Construction Manager shall submit the list to the Owner for information, and to the appropriate Construction Contractor for resolution and then actively pursue resolution of the items on the corrective action list.

- (r) General Conditions. The Construction Manager shall furnish during the course of construction of the Project such general conditions (onsite equipment, consumable materials and supplies, and related services for the overall administration and the shared work of the Construction Contractors at the Project site). See "Attachment J".

ARTICLE VI

PROJECT SCHEDULE

6.01 The services to be provided under this Agreement shall be in general accordance with the outline time schedule attached hereto as Attachment 'E'. A detailed Project Schedule, as further defined by Section 4.01(b), that shows when various Preconstruction Phase and Construction Phase activities occur including the specific dates on which parts of the Project shall reach Substantial

Completion and the specific dates when the Work defined in each Construction Contract shall reach Substantial Completion, shall be provided by the Construction Manager no later than one (1) after the Notice to Proceed.

ARTICLE VII
PAYMENTS TO THE CONSTRUCTION MANAGER

7.01 In full consideration of Construction Manager's Services during the term of this Agreement and of Owner's rights hereunder, Owner shall compensate Construction Manager as follows:

- (a) Basic Services. For Construction Manager's Services as described in Articles IV and V hereof, and of Owner's rights hereunder ("Basic Services"), Construction Manager's compensation shall be payable as follows:
Construction Manager's compensation shall be the sum of Two and Three-Fourths percent (2.75%) of the actual Construction Cost (which sum includes the sum of the Direct Personnel Expenses for the Construction Manager's personnel performing such Basic Services calculated as provided by Section 7.03, and includes the Reimbursable Expenses, General Conditions calculated per Section 7.04 as incurred by Construction Manager in connection with such Basic Services).

(b) Additional Services. For Additional Services as described in Section 7.11, unless the Parties agree in writing on a different method of computing compensation prior to performing the Additional Services, Construction Manager's compensation shall be computed as follows: the sum of the Direct Personnel Expense for the Construction Manager's personnel performing such Additional Services on a time-spent basis, together with those Reimbursable Expenses incurred by Construction Manager in connection therewith. Direct Personnel Expense for those personnel with job positions or classifications identified in the Construction Manager's Direct Personnel Expense Schedule, attached hereto as Attachment "B" and incorporated fully herein (the "DPE Schedule"), shall be computed based upon those hourly rates reflected therein. In the event personnel with job positions or classifications not listed in the attached Schedule are used on the Project, the Direct Personnel Expense for such personnel shall mean one and one-tenths (1.10) times the actual hourly compensation of such personnel (for salaried employees, the hourly compensation shall be based upon a 40 hour work week and 48 weeks per year) directly engaged on the Project and performing the Additional Services. The multiplier referred to herein is designed to cover all employee benefits and related employer expense. Construction Manager's employees shall mean anyone employed by the Construction Manager including, but not limited to, architects, engineers, job captains, analysts, inspectors, and technical specialists who are directly performing the Additional Services. In the event that Construction Manager is required to perform Basic Services beyond the time for completion as originally set forth in Article VI above in connection with an approved Change Order that modifies the Project Schedule, unless the Parties agree to another basis for compensation, Construction Manager shall be entitled to recover such applicable Direct Personnel Expense and Reimbursable Expenses attributable to and incurred during such additional period of time, together with a sum equal to ten percent (10%) thereof for indirect overhead and profit.

7.02 To receive payment, Construction Manager shall send monthly invoices to Owner. The monthly invoices shall include the Construction Manager's prorated fee for Basic Services (which fee includes any Direct Personnel Expense for Basic Services calculated per Section 7.03 and includes any Reimbursable Expenses calculated per Section 7.04 as incurred by Construction Manager in connection with such Basic Services) plus the Construction Manager's fee for all Additional Services for such period, if any, calculated per Section 7.01(b).

7.03 Subject to the limitations herein, the hourly rates as set forth in the attached DPE Schedule are inclusive of all employee benefits and related employer expense. The hourly rates reflected in the attached DPE Schedule may be adjusted annually in accordance with the usual and customary salaries of the Construction Management profession in the Williamson County, Texas area.

7.04 Subject to the limitations herein, the following expenses of Construction Manager, incurred solely and directly in support of the Project, will be reimbursed ("Reimbursable Expenses"):

- (a) Actual out-of-pocket coach class travel and other expenses previously approved by

Owner for travel outside the Central Texas area and incurred solely in connection with Construction Manager's performance of its services hereunder; provided, however, that the cost of travel between Construction Manager's offices and Owner's local offices or the Project shall not be reimbursed;

- (b) Reproductions, printing, binding, collating and handling of reports, drawings and specifications or other Project-related work product, required for use by Construction Manager;
- (c) Shipping or mailing of all reports, drawings, specifications, and other items or documents in connection with the Project; and
- (d) Fees paid to Consultants hired in accordance with prior written approval from Owner.

Owner shall pay a mark-up of ten percent (10%) of said Reimbursable Expenses. Construction Manager shall submit receipts for all Reimbursable Expenses along with any reimbursement request.

7.05 Owner shall have the right to verify the details set forth in Construction Manager's billings, certificates, and statements, either before or within thirty (30) days after payment therefor by: (a) inspecting time cards, invoices and back-up documentation for Reimbursable Expenses, and the books and records of Construction Manager relating to the Project and maintained at the Project during normal business hours; (b) examining any reports with respect to this Project; (c) interviewing Construction Manager's business employees; (d) visiting the Project site; and (e) other reasonable action.

7.06 The acceptance by Construction Manager or Construction Manager's successors of final payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever which Construction Manager or Construction Manager's successors have or may have against Owner under the provisions of this Agreement except those previously made in writing and identified by Construction Manager as unsettled at the time of the final request for payment. The making of final payment shall constitute a full and complete waiver of all claims demands and causes of action by Owner except those arising from liens arising out of this Agreement or failure of Construction Manager's Services to comply with this Agreement.

7.07 Payments to the Construction Manager are due and payable within thirty (30) days from the date of delivery of the Construction Manager's completed invoice to the Owner's designated representative, which is currently Broaddus & Associates. Amounts unpaid thirty (30) days after such date of delivery shall bear interest at twelve percent (12%) per annum, compounded annually.

7.08 Any provision hereof to the contrary notwithstanding, Owner shall have the right to withhold from the Construction Manager, and not be obligated to make, such payments (whether a

progress payment or final payment) or portions thereof, due to Construction Manager hereunder, but only to the extent reasonably necessary to protect the Owner from uninsured loss due to the following:

- (a) Construction Manager is in material breach or default under this Agreement;
- (b) Services that are performed by Construction Manager in significant and substantial deviation from this Agreement; provided, however, such payments shall be made as to the part thereof attributable to Services which were performed in accordance with this Agreement; or
- (c) Construction Manager has failed to make payments promptly to subconsultants or other third parties which are then due and owing for services performed in connection Construction Manager's obligations hereunder and for which Owner has made payment to Construction Manager.

If the amount to be withheld by Owner from Construction Manager pursuant to this Section exceeds the total amount otherwise due to the Construction Manager hereunder, the Construction Manager agrees to pay to the Owner the full amount of such excess remaining due to Owner following resolution of all related disputes pursuant to Section 13.16.

7.09 No partial payment made hereunder shall be, or shall be construed to be, final acceptance or approval of that part of the services to which such partial payment relates, or a release of Construction Manager of any of Construction Manager's obligations hereunder or liabilities with respect to such services.

7.10 Construction Manager shall promptly pay all bills which are due and owing for labor and material performed and furnished by others to or through Construction Manager in connection with the performance of Construction Manager's obligations hereunder.

7.11 Additional Services:

- (a) From time to time Owner may request that Construction Manager perform services in addition to those Services required or reasonably inferable herein (such services in addition are hereinafter called "Additional Services"). Each time that Construction Manager is required to perform Additional Services, and prior to performing such Additional Services, Construction Manager shall complete and forward to Owner for acceptance by Owner an Additional Services Requisition in the form of Attachment "C" attached hereto, which shall describe in detail the nature or scope of the Additional Services, the basis upon which Construction Manager has determined that the requested services are Additional Services, and which shall set forth the maximum amount of fees and Reimbursable Expenses for which Construction Manager is prepared to perform such Additional Services, together with a proposed schedule for the performances of such Additional Services. Construction Manager shall proceed only after written acceptance by Owner of the Additional Services

Requisition and written approval from Owner to proceed.

- (b) If Owner concludes that all or part of the services described in the Additional Services Requisition are Services already required to be performed by Construction Manager pursuant to this Agreement or are reasonably inferable therefrom, then Owner shall notify Construction Manager of Owner's determination and Owner and Construction Manager shall attempt, in good faith, to resolve by negotiation their differences. If within five (5) business days Owner and Construction Manager are unable to resolve their differences, then Construction Manager shall nevertheless perform the services requested by Owner as if the services were Services required to be performed pursuant to this Agreement, without prejudice, however, to Construction Manager's right to pursue a claim for compensation for such disputed services.
- (c) Upon acceptance by Owner, each Additional Services Requisition and the services performed by Construction Manager pursuant to such Additional Services Requisition shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement, as fully and completely as though the same had been included in this Agreement as a required Service at the original execution of this Agreement.
- (d) Additional Services include:
 - (i) services related to investigation, appraisals or valuations of existing conditions, facilities or equipment, or verifying the accuracy of existing drawings or other Owner-furnished information;
 - (ii) services for leasing tenant or rental space, except as such may relate to planning and coordinating moves of Owner's personnel and equipment to, from, and within Georgetown, Texas, during the course of the Project;
 - (iii) services for consultation on replacement of work damaged by fire or other cause, not directly attributable to the Construction Manager, occurring during construction, and furnishing services for the replacement of such work;
 - (iv) services to obtain or train maintenance personnel or the negotiation of maintenance service contracts; and
 - (v) any other service not otherwise included or specified in this Agreement, or reasonably inferable therefrom.

ARTICLE VIII
OWNER'S RESPONSIBILITIES

8.01 The Owner shall be acquainted with the Project and shall facilitate and coordinate the Owner's Project issues with the Construction Manager. Upon request, the Owner will furnish in writing the authorization of each representative of the Owner to represent it in connection with the Project.

8.02 The Owner shall cooperate in providing information to the other members of the Construction Team regarding its requirements for the Project. Within a reasonable time after receipt of written notification from the Construction Manager, the Owner shall address the Project issues raised by the Construction Team.

8.03 Owner shall furnish for the site of the Project any necessary surveys describing the physical characteristics, soil reports and subsurface investigations, known legal limitations, utility locations, and the legal description, to the extent such items may be required by agreements between Owner and Architect/Engineer or other consultants. Owner shall inform all special consultants retained by the Owner that they shall coordinate their services through the Construction Manager.

8.04 Owner shall pay for all appropriate Project related approval, inspection and plan review fees, easements, permits, assessments and charges routinely required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

8.05 Construction Manager shall not be responsible for action taken by Architect/Engineer. Owner shall furnish the Construction Manager, without charge, all copies of the Architect/Engineer's drawings and specifications reasonably necessary for the execution of the Work.

8.06 Construction Manager shall be entitled to rely upon the accuracy and completeness of the services, information, surveys and reports identified in Sections 8.02 through 8.04 herein and said services, information, surveys and reports shall be furnished to the other members of the Construction Team at their request, with reasonable promptness, at the Owner's expense.

8.07 If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Architect/Engineers' drawings and Project specifications, or agrees to any change in the Architect/Engineers' professional agreement, Owner shall give prompt written notice thereof to the Construction Manager.

8.08 Owner shall be responsible for the detection, presence, handling, removal, encapsulation, transportation, and disposal of any hazardous material including, without limitation, asbestos or asbestos-related products, polychlorinated biphenyl (PCB) or other toxic substances as may be legally required in connection with the Project, and **OWNER SHALL INDEMNIFY AND HOLD CONSTRUCTION MANAGER HARMLESS FROM ANY LOSS, DAMAGE, CAUSE OF ACTION, CLAIM, OR EXPENSE (INCLUDING REASONABLE AND NECESSARY ATTORNEYS' FEES AND DEFENSE COSTS) INCURRED BY CONSTRUCTION**

MANAGER AND RESULTING FROM OR IN ANY WAY CONNECTED WITH THE DETECTION, PRESENCE, HANDLING, REMOVAL, ENCAPSULATION, TRANSPORTATION, OR DISPOSAL OF ANY HAZARDOUS MATERIAL INCLUDING WITHOUT LIMITATION ASBESTOS, ASBESTOS-RELATED PRODUCTS, PCBS OR OTHER TOXIC SUBSTANCES AT THE PROJECT.

8.09 Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including without limitation, auditing services the Owner may require to verify the Contractors' Applications for Payment or to ascertain how or for what purposes the Contractors have used the money paid by or on behalf of the Owner, and legal services the Owner may require in preparing any contractual documents or legal instruments or in obtaining other required legal services for the Project. This shall not relieve Construction Manager Agent from responsibility of approving each Contractors' Application for Payment.

ARTICLE IX CHANGES IN THE PROJECT

9.01 The Owner may order changes in the Project within the general scope of this Agreement consisting of additions, deletions or other revisions.

9.02 Notwithstanding Section 9.01, changes in the Project that are generally within the scope of work defined herein shall not result in an increase in the Construction Manager's compensation as provided for in Article VII hereof.

9.03 The Construction Manager shall give written notice to the Owner of any incident or occurrence that requires a change to the Project and/or any Construction Contract, or will result in a delay to the Project, within a reasonable time, but in no event later than ten (10) days after the Construction Manager becomes aware of such incident or occurrence, unless such incident or occurrence is deemed to be an emergency by the Construction Manager, in which case the Owner shall be notified immediately by the Construction Manager.

ARTICLE X INDEMNITY

10.01 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONSTRUCTION MANAGER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE OWNER, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF THE OWNER, AND THEIR RESPECTIVE OFFICERS, COMMISSIONERS, DIRECTORS, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES,

INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONSTRUCTION MANAGER, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITEES HAS BY LAW.

10.02 CONSTRUCTION MANAGER SHALL PROTECT AND INDEMNIFY THE OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER BY OR THROUGH CONSTRUCTION MANAGER OR THE USE BY CONSTRUCTION MANAGER OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, OWNER SHALL PROMPTLY NOTIFY CONSTRUCTION MANAGER AND CONSTRUCTION MANAGER SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONSTRUCTION MANAGER DOES NOT WARRANT, PROTECT, OR INDEMNIFY AGAINST INFRINGEMENT BY REASON OF OWNER'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS OR ARISING FROM THE WORK PERFORMED BY OWNER OR ITS CONSTRUCTION CONTRACTORS OR ARISING FROM THE PLANS, DRAWINGS, SPECIFICATIONS, OR OTHER DOCUMENTS PREPARED BY THE OWNER OR ARCHITECT/ENGINEER(S). IN THE EVENT OF LITIGATION, OWNER AGREES TO COOPERATE REASONABLY WITH CONSTRUCTION MANAGER AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

10.03 The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

ARTICLE XI
CONSTRUCTION MANAGER'S LIABILITY INSURANCE

11.01 The Construction Manager shall purchase and maintain insurance for the following types of coverage and in the following amounts with coverage beginning August 27, 2002, and remaining in effect for the duration of the Agreement, which shall include the construction and warranty periods, in order to protect the Owner from the claims which may arise out of or result from the Construction Manager's operations, management and/or administration under the Agreement. The Construction Manager shall furnish Certificates of Insurance along with copies of policy declaration pages and all policy endorsements as evidence thereof:

- (a) Statutory Workers' Compensation limits and minimum \$500,000 Employers' Liability Insurance;
- (b) Commercial General Liability Insurance with a minimum \$1,000,000 combined Single Limit to include contractual Liability coverage; and
- (c) Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum \$1,000,000 Combined Single Limit.

11.02 The Construction Manager shall ensure that all provisions of Section 11.01 shall be underwritten by applicable policies.

11.03 The Construction Manager shall not commence work under the Agreement until it has obtained all required insurance and until such insurance has been reviewed and approved in writing by the Owner. Approval of the insurance by the Owner shall not relieve nor decrease the liability of the Construction Manager hereunder.

11.04 All insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued. All insurance coverages shall be on an occurrence basis.

11.05 The Construction Manager shall produce an endorsement which:

- (a) for each effected policy, other than the statutory Workers' Compensation, names Williamson County, Texas, as an additional named insured; and
- (b) for each effected policy, unconditionally obligates the insurance company to provide written notice to Williamson County, Texas, c/o County Judge, John C. Doerfler, 710 Main Street, County Courthouse 2nd Floor, Georgetown, TX 78626, of any and all changes or cancellations to the policy thirty (30) days prior to the change or cancellation, as evidenced by a receipt of such notification by the Owner.

Furthermore, any "other" insurance clause shall not apply to the Owner where the Owner is an additional insured shown on the policy. The Parties agree that the policies required in this Agreement, covering both the Owner and Construction Manager, shall be considered primary

coverage, as applicable.

11.06 The Construction Manager shall not cause or allow any of its insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

11.07 If the Construction Manager is underwritten on a "claims-made" basis, the "Retroactive Date" (as shall be defined in the insurance policy) shall be prior to or coincident with August 27, 2002, and the Certificate of Insurance shall state that coverage is "claims-made" and also the Retroactive Date. The Construction Manager shall maintain coverage for the duration of the Agreement and for two years following the completion of the work under the Agreement. The Construction Manager shall provide the Owner annually a Certificate of Insurance as evidence of such insurance. It is further agreed that the Construction Manager shall provide the Owner a thirty (30) day notice of any reduction of the total aggregate coverage available, any advance of the "Retroactive Date," cancellation and/or renewal of the insurance coverage. The Construction Manager also agrees to invoke the "tail option" at request of the Owner, and the Extended Reporting Period ("ERP") as defined in the insurance policy. The premium for the "tail option" shall be paid by the Construction Manager.

11.08 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverages and their limits, at Owner's expense, when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Construction Manager, to the extent such additional limits or coverage is reasonably available to Construction Manager.

11.09 The Owner shall be provided, without expense, copies of the policies and all endorsements thereto and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon either of the Parties or the underwriter of any of such policies.

ARTICLE XII **TERMINATION**

12.01 In the event of substantial failure by a Party hereunder to perform in accordance with the terms hereof, the other Party may terminate this Agreement upon fifteen (15) days' written notice (the termination shall not be effective if the failure is fully cured prior to the end of the fifteen (15) day period), provided that said failure is through no fault of the terminating Party. If the failure is not susceptible to cure within fifteen (15) days, then the termination shall not be effective for such reasonable additional period as may be necessary to effect a cure, provided that the Party receiving the notice immediately proceeds to pursue a cure, and continuously and diligently pursues such cure, but, in no event shall the total period for effecting such cure exceed sixty (60) days. If the Construction Manager is adjudged as bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then Owner may terminate this Agreement upon fifteen (15) days' written notice (the termination shall not be effective if the failure

is fully cured prior to the end of the fifteen (15) day period).

12.02 Owner may, without cause, terminate this Agreement at any time upon giving forty-five (45) days' advance notice to Construction Manager. Upon termination pursuant to this paragraph, Construction Manager shall be entitled to payment of such amount as shall compensate Construction Manager for the services satisfactorily performed from the time of the last payment date to the effective date of termination in accordance with this Agreement and all Termination Expenses as defined hereinbelow, provided Construction Manager shall have delivered to Owner such statements, accounts, reports and other materials as required by Section 12.04 below and all reports, documents and other materials prepared by Construction Manager prior to termination. Except with regard to the Termination Expenses, Owner shall not be required to reimburse Construction Manager for any services performed or expenses incurred after the effective date of Construction Manager's termination. Termination Expenses are those costs directly attributable to termination for which the Construction Manager is not otherwise compensated, including but not limited to: (a) non-cancellable or non-refundable rental charges, premium expense, or other similar charges for the period following termination; and (b) pre-payment penalties or re-stock charges actually incurred in connection with the cancellation or return of equipment or materials.

12.03 A termination under Sections 12.01 and 12.02 of this Agreement above shall not relieve Construction Manager or any of its employees of liability for violations of this Agreement, any act or omission, or negligence of Construction Manager, and the provisions of Article XI, 7.05, Sections 12.07, 14.07, and 14.10 shall survive the termination of this Agreement. In the event of a termination under Sections 12.01 and 12.02 above, Construction Manager hereby consents to employment by Owner of a substitute Construction Manager to complete the services under this Agreement, with the substitute Construction Manager having all rights and privileges of the original Construction Manager of the Project.

12.04 As of the effective date of termination of this Agreement, Construction Manager shall furnish to Owner all statements, accounts, reports and other materials as are required hereunder or as have been prepared by Construction Manager in connection with Construction Manager's responsibilities hereunder. Upon payment of all sums due Construction Manager hereunder, Owner shall have the right to use the ideas and designs therein contained for the completion of the services described by this Agreement, and for completion of the Project, or otherwise. As between Construction Manager and Owner, all drawings, plans, specifications, renderings and models, etc., prepared by the Architect/Engineer are not to be used by any person or entity other than Owner on other projects unless expressly authorized by Owner.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.01 Assignment. This Agreement is a personal service contract for the services of Construction Manager, and Construction Manager's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

13.02 Family Code Child Support Certification. By signing this Agreement, the undersigned certifies as follows: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

13.03 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Construction Manager and Owner and shall constitute the entire Agreement and understanding between the Parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended or altered except by a writing signed by Owner and Construction Manager.

13.04 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

13.05 Waivers. No delay or omission by either of the Parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other Party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the Parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other Party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

13.06 Proprietary Interests.

- (a) Construction Manager agrees that, upon payment by Owner to Construction Manager as required hereunder, Owner shall have the right or license to use, in connection with the completion or repair or renovation of the improvements made a part of the Project, all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities hereunder, whether or not any of the same is accepted or rejected by Owner. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Construction Manager in the performance of consulting services for Owner, which is not generally known to the public, shall be confidential and Construction Manager shall not, beginning on the date of first association or communication between Owner and Construction Manager and continuing through the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Construction Manager's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work, Construction Manager shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Construction Manager as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Construction Manager shall

obtain assurances similar to those contained in this Subsection from persons, contractors, and subcontractors retained by Construction Manager. Construction Manager acknowledges and agrees that a breach by Construction Manager of the provisions hereof will cause Owner irreparable injury and damage. Construction Manager, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

- (b) The Drawings, Specifications, and other design documents prepared by the Architect/Engineer, and copies thereof furnished to the Construction Manager, are for use solely with regard to this Project. The Construction Manager is granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other design documents prepared by the Architect/Engineer appropriate to and for use in the performance of the Construction Manager's services under this Agreement.

13.07 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted assigns and successors.

13.08 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Construction Manager one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. Construction Manager shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

13.09 Records. Records of Construction Manager's Reimbursable Expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for two years after final Payment or abandonment of the Project, unless Owner otherwise consents in writing to reduce such period for Construction Manager to retain such records.

13.10 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Owner:

John C. Doerfler
County Judge, Williamson County
710 Main Street
County Courthouse, 2nd Floor
Georgetown, Texas 78626

With Copies to: Eugene D. Taylor
Williamson County Attorney
405 MLK, Box 7
Georgetown, Texas 78626

If to Construction Manager: Landmark Organization, LP
1700 Rio Grande
Austin, Texas 78701
Attention: Curtis Cline

with a copy thereof sent to the same address
to the attention of: Bert Collins and Chuck Lamb

or to such other person or address as may be given in writing by either Party to the other in accordance with the aforesaid.

13.11 Severability. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

13.12 Enforcement. It is acknowledged and agreed that Construction Manager's services to Owner are unique, which gives Construction Manager a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages; accordingly, Construction Manager acknowledges and agrees that a breach by Construction Manager of the provisions hereof will cause Owner irreparable injury and damage. Construction Manager, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement, but only if Owner is not in breach of this Agreement.

13.13 Independent Contractor. Construction Manager recognizes that it is engaged as an independent contractor and acknowledges that Owner will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Construction Manager, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, or employee of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, or employee of Owner, including, but not limited to, unemployment insurance benefits, social security coverage, or retirement benefits. Construction Manager hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

13.14 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS AND COURT DECISIONS OF THE STATE OF TEXAS.

13.15 Duplicate Originals. This Agreement may be executed in multiple counterparts as if such signatures were contained on one writing.

13.16 Dispute Resolution. All claims, disputes or other matters in question between the Parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided in accordance with the Dispute Resolution Rules set forth in Attachment "D" to this Agreement and incorporated fully herein.

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

OWNER
WILLIAMSON COUNTY, TEXAS

By: John C. Deaffer 10-28-02

Name: John C. Deaffer

Title: County Judge

CONSTRUCTION MANAGER
LANDMARK ORGANIZATION, LP

By: Curtis Cline

Name: CURTIS CLINE

Title: PRESIDENT 10/28/02

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Attachment "G"	Decision Tracking System Format
Attachment "H"	Change Order Format
Attachment "I"	Letter Agreement Dated July 5, 2000, Between Landmark Organization and Williamson County
Attachment "J"	Listing Of General Conditions

ATTACHMENT A

CONSTRUCTION MANAGER'S ORGANIZATION CHART

Job Position or Classification	Description of Services	List of Personnel	Full Time On Site Personnel
President	Direct oversight and management of all Company projects.	Curtis Cline	
VP Operations	Direct oversight and management of the construction management team and liaison to Owner	Bert Collins	
Project Manager	Owners agent for overall management of the design and construction process, scheduling, commissioning, reporting and turnover	Chuck Lamb	X
Estimator	Prepare schematic, design development and construction documents estimates for Owners review	Bob Gallup	
Project Engineer	Implement and coordinate all reporting, submittals, and scheduling procedures for the project team	To be determined	X
Project Superintendent/ On-site Owner's Representative	As Owners agent, provide daily coordination assessment and quality control review of all field operations, constructability review of plans, and oversee the punchout and closeout phase of the project	Bill Wilson	X

ATTACHMENT "B"
DIRECT PERSONNEL EXPENSE SCHEDULE

Compensation for services rendered for personnel shall be in accordance with the applicable Direct Personnel Expense billing schedules noted below. All billing rates stated below are subject to change as provided in the Agreement. Owner shall be provided, upon Owner's written request, a current list of names of all employees performing services in the following job positions or under the following job classifications for the Project.

Job Position or Classification	Billing Rate	
<u>VP Operations</u>	\$	<u>115</u> per hour
<u>Project Manager</u>	\$	<u>80</u> per hour
<u>Estimator</u>	\$	<u>80</u> per hour
<u>Administrative Assistant</u>	\$	<u>N/A</u> per hour
<u>Project Superintendent</u>	\$	<u>80</u> per hour
<u>Project Engineer</u>	\$	<u>45</u> per hour

ATTACHMENT "C"
ADDITIONAL SERVICES REQUISITION

_____, 200_

Re:

Gentlemen:

Please refer to the Agreement dated _____, 2001 between Williamson County, Texas ("Owner") and the undersigned ("Construction Manager") as amended to the date hereof (such agreement as so modified and amended being hereafter called the "Agreement") pursuant to which Construction Manager is to perform certain services. The terms which are defined in the Agreement shall have the same meanings when used in this letter.

1. Owner has requested the performance of the services described below which Construction Manager deems to be Additional Services.

(Description of Services.)

2. Construction Manager agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the Agreement for a fee which will be determined in accordance with the Agreement but which will not exceed _____ Dollars (\$_____) and for reimbursement of expenses in accordance with the Agreement incurred solely in connection with the performance of such Additional Services, but which reimbursement for expenses will not exceed _____ Dollars (\$_____).
3. Construction Manager will perform the services in accordance with any schedule attached hereto (attach schedule if applicable), but in any event not later than _____ (_____) days after Construction Manager is authorized to proceed.

If the foregoing is acceptable to you, please so execute by signing the enclosed copy of this letter at the space provided for this purpose and by inserting the date upon which Construction Manager is authorized to commence performance of the Additional Services described in Paragraph 1 above.

Sincerely yours,

CONSTRUCTION MANAGER

By:

Name:

Title:

Accepted this _____ day of _____, 200_. Construction Manager is authorized to commence performance of the Additional Services on _____, 200_.

OWNER

By:

Name:

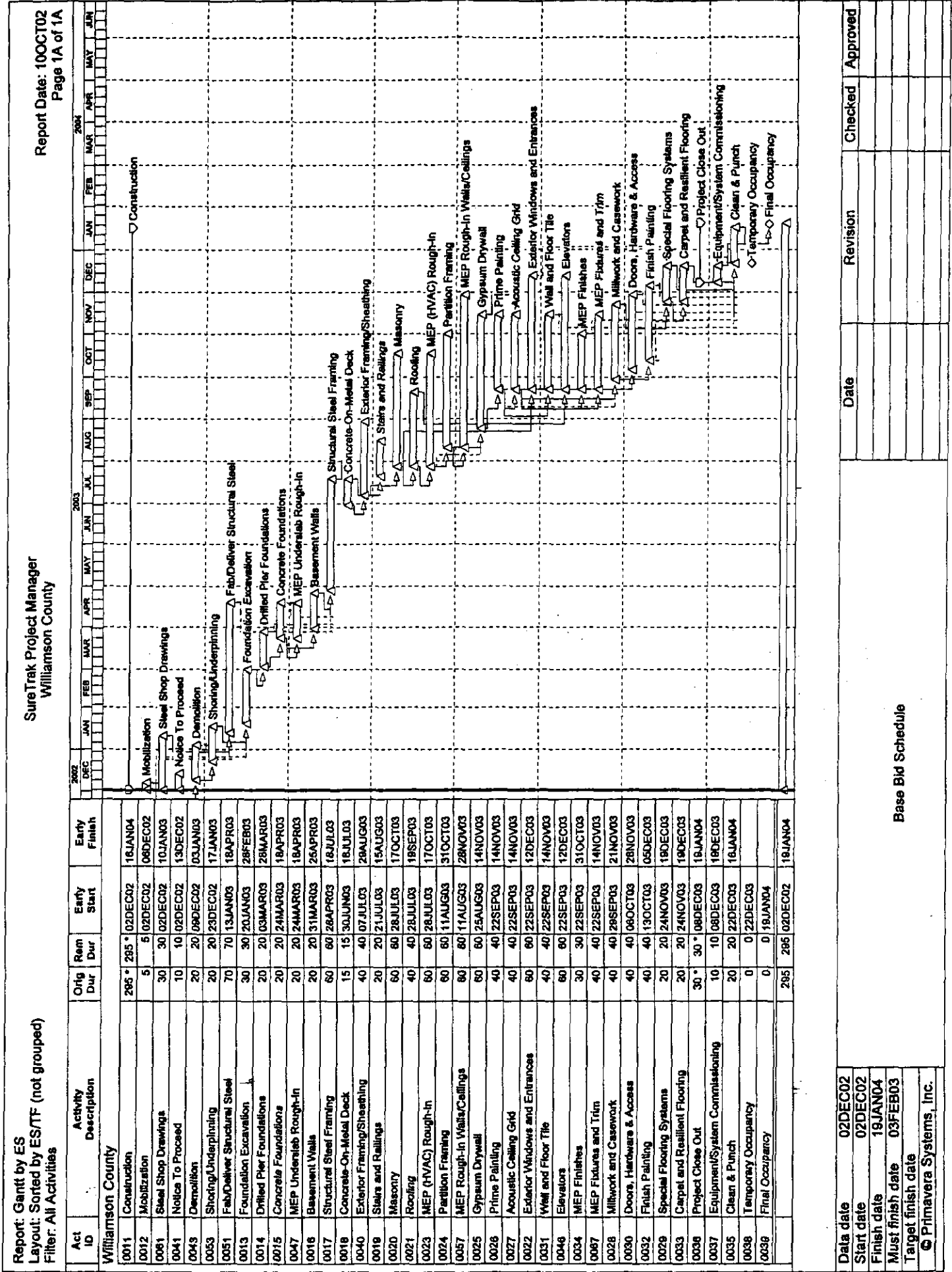
Title:

ATTACHMENT "D"
DISPUTE RESOLUTION RULES

1. The Parties to the Agreement to which these Dispute Resolution Rules ("these Rules") are attached and made a part thereof do hereby acknowledge that it is in their respective interests to resolve their disputes promptly and expeditiously. To that end, the Parties do hereby agree that the dispute resolution procedures set out below shall be the sole and exclusive remedy for resolution of their differences in the event such differences shall arise on the Project.
2. **Settlement Conference.** In the event that a dispute or controversy arises which cannot be resolved at the Project level, either Party shall have the right to notify the other that it has elected to implement the procedures set out herein. Within five (5) days (the term "days" as used herein shall mean calendar days) after delivery of such notice, a representative of each Party who is authorized to act to resolve such dispute for such Party shall meet at a mutually agreed time and place and shall attempt, with diligence and good faith, to resolve and settle such dispute or controversy. Should it become apparent at such meeting that a prompt and satisfactory resolution is unlikely or if a mutual resolution or settlement is not obtained within ten (10) days after such meeting, either Party may then initiate non-binding mediation in accordance with the procedures set out below.
3. **Non-binding Mediation.** Any Party to a dispute or claim who has executed an agreement subject to these Rules may initiate mediation by furnishing a written request for mediation to the other Parties to the dispute or claim. Such mediation shall be subject to and shall proceed as follows:
 - a. The Parties to such dispute or controversy shall mutually agree to select a Mediator who is impartial, has experience in construction dispute mediation, and is knowledgeable regarding the design and construction of major multi-disciplined public projects. The Mediator does not have the authority to impose a settlement upon the Parties, but will attempt to help the Parties reach a satisfactory resolution of their dispute.
 - b. In the event that the Parties cannot agree upon a Mediator, a Party may apply to a court of competent jurisdiction in Williamson County, Texas, for the appointment of a mediator subject to the provisions of Chapter 154 of the Texas Civil Practices and Remedies Code (the "Texas ADR Statutes"). Once a Mediator has been appointed, all Parties to the dispute or claim shall participate in such mediation in good faith.
 - c. The Parties shall provide written submissions to the Mediator as the Mediator shall determine. Each mediation session shall be held in the Georgetown, Texas metropolitan area at a convenient location agreeable to the Mediator and the Parties, as the Mediator shall determine. The mediation shall be conducted within thirty (30) days of the written request for mediation, unless otherwise agreed by the Parties and the Mediator.
 - d. Mediations shall be subject to and governed by the Texas ADR Statutes. Without limiting the foregoing, confidential information disclosed to the Mediator by the Parties or by witnesses in the course of mediation shall not be divulged by the Mediator. The Mediator shall not divulge any such information or testify in regard to the mediation in any arbitration or other adversarial proceeding.

- e. The mediation shall be terminated: (i) by the execution of a settlement agreement by the Parties; or (ii) by a written declaration of the Mediator to the effect that further efforts of mediation are no longer worthwhile; or (iii) by a written declaration of any Party to the effect that the mediation proceedings are terminated.
- f. The mediator's fees shall be equally shared by the Parties.
- g. Should mediation fail to resolve the controversy, litigation must be filed in the District Courts of Williamson County, Texas.

ATTACHMENT "E"
OUTLINE PROJECT SCHEDULE



RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

ATTACHMENT "F"
OWNER'S UNIFORM GENERAL AND SUPPLEMENTARY
TERMS AND CONDITIONS

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Article I - General Contract Definitions

Unless the context clearly requires another meaning, the following terms shall have the meaning assigned herein:

- 1.1 *Architect/Engineer* (See Section 1.01 of the Agreement).
 - 1.2 *Change Order* (See Section 1.01 of the Agreement).
 - 1.3 *Construction Contract Documents* (See Section 1.01 of the Agreement).
 - 1.4 *Contract Sum* means the total compensation payable to the Construction Manager for completion of its Services in accordance with the Construction Contract Documents and as subsequently adjusted by Change Order.
 - 1.5 *Contract Time* means the period between Notice to Proceed and the date scheduled for Substantial Completion in the Construction Contract Documents, as may be amended by Change Order.
 - 1.6 *Date of Commencement* means the date designated in the Notice to Proceed that Construction Manager shall commence the Work.
 - 1.7 *Drawings* mean the work product of the Architect/Engineer dated August 26, 2002, which depict the location and quantity of elements of the Work.
 - 1.8 *Final Completion* means the date established by the Owner in writing in a certificate when the Agreement is fully performed according to the Construction Contract Documents and is acceptable to Owner.
 - 1.9 *Owner* means Williamson County, Texas acting through any duly authorized representative.
 - 1.10 *Owner's Designated Representative (ODR)* means the individual appointed or assigned by the Owner to be its on-site representative during the Project, to exercise certain power on behalf of the Owner and to undertake certain contract administration activities as specifically outlined in the Agreement.
 - 1.11 *Project* (See Section 1.01 of the Agreement).
 - 1.12 *Site* means the geographical area at the location where the Work is to be performed.
 - 1.13 *Specifications* means the Architect/Engineer's work product dated August 27, 2002, which establishes the quality of the products and processes to be used to produce the Work.
 - 1.14 *Substantial Completion* means the date jointly certified by the Construction Manager, Owner, and Architect/Engineer when the Work or a designated portion thereof, is so sufficiently complete, in accordance with the Contract Documents, as to be functionally operational in all its components and fit for the use for which it is intended.
 - 1.15 *Work* (See Section 1.01 of the Agreement).
 - 1.16 *Substantial Completion Inspection* means an inspection conducted to determine that the Project,
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or a portion thereof, is Substantially Complete as defined herein, and usable for its intended purposes. The Substantial Completion Inspection results in a Pre-Final Punchlist.

- 1.17 *Final Inspection* means an inspection conducted to determine that all deficiencies listed on the PreFinal Punchlist or subsequently have been corrected and that, depending on the outcome of the Final Inspection, it may be appropriate to make final payment.
- 1.18 The terms "*bid*", "*bidder*", or similar terms used in this document also mean "*proposal*", "*proposer*", or "*respondent*" as appropriate for the type of project for which these General Conditions are used.

Article II - General Laws Governing Construction

- 2.1 **Compliance with Laws.** The Construction Manager shall cooperate with city or other governmental officials at all times where their jurisdiction applies.
- 2.2 **State Sales and Use Taxes.** The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of Chapter 151, Texas Tax Code. The Construction Manager may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
- 2.3 **Antitrust Claims.** The Construction Manager hereby assigns to the Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq.
- 2.4 **Environmental Regulations.** At all times, Construction Manager shall conduct its activities in compliance with applicable laws and regulations and other requirements of the Agreement relating to the environment, and its protection. Owner and Construction Manager are jointly responsible for obtaining and maintaining permits related to stormwater run-off. Construction Manager covenants to conduct its Services consistent with stormwater run-off permit conditions. Construction Manager shall be responsible for any hazardous materials brought to the site by Construction Manager or anyone else for whom Construction Manager is responsible. No hazardous materials shall be incorporated into the Work by the Construction Manager without prior approval of Owner.
- 2.5 **Antiquities.** Construction Manager shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological or historical significance. No objects of this nature shall knowingly be disturbed by the Construction Manager without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Construction Manager shall stop all Work in close proximity and notify the Owner and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of State of Texas, the Texas Historical Commission. If it is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, Construction Manager shall cooperate in salvage work attendant to preservation. If the Work stoppage or salvage work causes an increase in the Construction Manager's cost of, or time required for, performance of the Work,
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Construction Manager may file with the Owner a claim pursuant to the Construction Contract Documents.

- 2.9 Franchise Tax Status: The Construction Manager agrees to execute and provide to the Owner a Certification of Franchise Tax Payment, on a form approved by the Owner.
- 2.10 Taxpayer and Vendor Account Information: The Construction Manager agrees to execute and provide to the Owner a Taxpayer and Vendor Account Information form as obtained from the Texas Comptroller of Public Accounts stating that the Construction Manager is in "Good Standing" and not on "Vendor Hold".

Article IV - Drawings and Specifications

- 4.1 Ownership of Drawings and Specifications. All Drawings, Specifications and copies thereof furnished by the Architect/Engineer are, and shall remain, his property. They are not to be used on any other project by the Construction Manager and, with the exception of one contract set, are to be returned to the Architect/Engineer, upon request, following completion of the Work.
- 4.2 Interrelation of Documents. The Drawings depict the location and quantity of elements of the work. The Specifications indicate quality. All documents are intended to be complimentary to produce the Work.
- 4.4 Resolution of Conflicts in Documents.
- 4.4.1 In the event of conflict between or among Drawings and Specifications, the better quality or greatest quantity Specifications shall prevail. In the event of conflict among provisions of Specifications, using the CSI format, what is called for in the division of the predominant discipline will govern inconsistent provisions found elsewhere.
- 4.4.2. In the event of conflict among the Drawings, the large scale Drawings prevail over the small scale Drawings.

Article VII - General Responsibilities of Owner and Construction Manager

- 7.1 Owner's General Responsibilities.
- 7.1.1 The Owner is the entity identified as such in the Agreement and is referred to throughout the Construction Contract Documents as if singular in number.
- 7.1.2 Owner's Designated Representative. Prior to the start of construction, Owner shall designate in writing the Owner's Designated Representative (ODR), who shall have express authority to act and bind the Owner to the extent and for the purposes described in the Construction Contract Documents, including responsibilities for general administration of the Agreement. Unless otherwise specifically provided for, the ODR is the single point of contact between the Owner and Construction Manager. Notice to the ODR, unless otherwise noted, constitutes notice to the Owner under the Contract.
- 7.1.3 The Owner shall furnish all surveys describing the physical characteristics, legal description and limitations, site utility locations and other information under the
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Owner's control to the Construction Manager. Necessary actions of the Owner, including processing of payments to the Construction Manager, shall be accomplished with reasonable promptness. The Owner shall pay for all routine testing of materials agreed by the Owner and the Architect/Engineer to be required by the Construction Contract Documents, except when for retesting of materials failing the initial test is required, in which instance the cost of reinspection will be paid for by the applicable Construction Contractor.

7.1.4 Owner supplied materials and information. Information, equipment or services under the Owner's control shall be furnished by the Owner to the Construction Manager with reasonable promptness to avoid delay in orderly progress of the Work.

7.1.5 Availability of Lands. Owner shall furnish, as indicated in the Construction Contract Documents, all required rights to use the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for use by Construction Contractors and/or Construction Manager. Owner shall identify any encumbrances or restrictions specifically related to use of lands so furnished with which Construction Manager will have to comply. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Owner fails to furnish these lands, rights of way or easements in a timely manner, Construction Manager may make a claim pursuant to the Construction Contract Documents.

7.1.6 The foregoing listing is in addition to the specific duties and authority of Owner and the ODR found in other Articles of the Agreement.

7.2 Limitation on Owner's and ODR's Duties. Owner and ODR will not supervise, direct, control or have authority over or be responsible for Construction Manager's performance of its Services. Owner and ODR are not responsible for any failure of Construction Manager to comply with laws and regulations applicable to performing its Services. Owner and ODR are not responsible for the failure of Construction Manager to perform its Services in accordance with the Construction Contract Documents. Owner and ODR are not responsible for the acts or omissions of Construction Manager, or of any Construction Contractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

7.3 Role of Architect/Engineer.

7.3.1 In General. Unless otherwise provided for in the Construction Contract Documents, the Architect/Engineer will perform the duties of the Architect/Engineer as described in this Agreement during construction and until final payment, including advising the ODR on matters where assistance is needed. The assignment of any authority, duties or responsibilities to the Architect/Engineer under the Construction Contract Documents, or under any agreement between Owner and Architect/Engineer, or any performance thereof by Architect/Engineer is for the exclusive benefit of Owner and not for the benefit of Construction Manager, any Construction Contractors, suppliers or their respective employees or sureties.

7.3.2 The Architect/Engineer has the authority to act on behalf of the Owner to the extent provided for in the Construction Contract Documents, unless otherwise modified by written instrument which will be furnished to the Construction

Manager. The Architect/Engineer will advise and consult with the Owner, and the Owner's instructions to the Construction Manager will generally be issued through the Architect/Engineer, except that the Owner reserves the right on occasions, as deemed appropriate by the Owner, to issue instructions directly to the Construction Manager through the ODR.

7.3.2.1. All written communications between the Owner, Construction Manager, and the Architect/Engineer concerned with the construction of the Project shall be furnished to the ODR, the Architect/Engineer, and the Construction Manager by the party originating the communication.

7.3.2.2. All oral directives to the Construction Manager shall be given through the ODR and promptly confirmed in writing.

7.3.3 All instructions affecting the Contract Sum, Contract Time or contract interpretation, shall be confirmed expeditiously in writing with copies furnished to the Architect/Engineer, the ODR and the Construction Manager by the party issuing the instruction. No instruction affecting the Architect/Engineer's design liability shall be issued without the Architect/Engineer's prior written consent.

7.3.4 The Owner and the Architect/Engineer with the Owner's consent shall have the authority to recommend to Owner to reject work performed by a Construction Contractor which, in the opinion of the Owner or the Architect/Engineer, does not meet the requirements of the Construction Contract Documents. Architect/Engineer shall communicate with the ODR upon discovery of non-compliant Work and shall provide a recommendation upon request for review by the ODR. The ODR shall order in writing such Work removed and replaced in accordance with the applicable Construction Contract(s).

7.3.5 Visits of Site. Architect/Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Architect/Engineer deems necessary or as provided in Architect/Engineer's contract with Owner, in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Construction Contractors' executed Work. Based on information obtained during such visits and observations, Architect/Engineer will determine, in general, if the Work is proceeding in accordance with the Construction Contract Documents. Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, unless otherwise noted. The Architect/Engineer's efforts will be directed toward providing the Owner a greater degree of confidence that the completed Work will conform generally to the Construction Contract Documents. On the basis of such visits and on-site observations, Architect/Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. Architect/Engineer visits and on-site observations are subject to all the limitations on Architect/Engineer's authority and responsibility set forth in § 7.4.

7.3.6 **Clarifications and Interpretations.** Architect/Engineer may determine that written clarifications or interpretations of the requirements of the Construction Contract Documents (in the form of drawings or otherwise) are necessary. Such written clarifications or interpretations will be consistent with the intent of and reasonably inferable from the Construction Contract Documents, will be issued with reasonable promptness to the Construction Manager and the applicable Construction Contractor(s) by Architect/Engineer and will be binding on Owner and applicable Construction Contractor(s). If Owner or Construction Manager believes that a written clarification or interpretation justifies an adjustment in the Construction Cost, Contract Sum or the Contract Time, Owner and Construction Manager may make a claim therefore as provided in the Construction Contract Documents.

7.3.7 The duties listed above are in addition to other duties, responsibilities and actions to be undertaken by Architect/Engineer as specified in the Construction Contract Documents.

7.4 **Limitations on Architect/Engineer Authority.** Architect/Engineer will not supervise, direct, control or have authority over or be responsible for any Construction Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. Architect/Engineer is not responsible for any failure of and Construction Contractor to comply with laws and regulations applicable to the furnishing or performing the Work. Architect/Engineer is not responsible for any Construction Contractor's failure to perform or furnish the Work in accordance with the Construction Contract Documents. Architect/Engineer is not responsible for the acts or omissions of any Construction Contractor, or of any Subcontractor, any supplier, or of any other person or organization performing or furnishing any of the Work.

Article VIII - Additional Construction Manager Responsibilities when the Owner Awards Separate Contracts

8.1 **Separate Contracts.** The Owner reserves the right to award other contracts in connection with other portions of the Project under these or similar contract conditions. The Owner reserves the right to perform operations related to the Project with Owner's own forces. Each separate contractor shall undertake to indemnify the Owner.

8.1.1 This Construction Manager shall afford the Owner, the Architect/Engineer, the separate contractors and Owner's own forces, as necessary, with the reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work.

8.1.2 The Owner reserves the right to make essential installations which are pertinent to the early occupancy of the Project. Within this right the Owner may let other contracts or may do such work with its own labor forces and materials. The Construction Manager shall not commit any act which will interfere with the performance of work by any separate contractor or supplier, or by Owner's employees. The Construction Manager shall cooperate to the end that the Owner may realize complete functioning of the Project on the day of Substantial Completion.

Article XII - Inspection of the Project During Construction

- 12.1 Construction Manager Quality Control. Construction Manager is responsible for determining in general that the Work of each Construction Contractor is being performed in accordance with the requirements of the respective Construction Contracts and as set forth in the Construction Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work.
- 12.2 Owner Quality Assurance. The Owner and the Architect/Engineer will make periodic visits to the site to familiarize themselves with the progress and quality of the Work, conduct inspections and tests and to determine if the Work is proceeding in accordance with the Construction Contract Documents. The Construction Manager shall provide sufficient, safe and proper facilities at all reasonable times for observation and/or inspection of the Work by the authorized representatives of the Owner.
- 12.3. Condemnation and Removal of Defective Work. The ODR, the Architect/Engineer, and the Construction Manager have the authority to reject and condemn Work, which does not meet the requirements of the applicable Construction Contract(s) and to order such Work removed and replaced in accordance with the respective Construction Contract(s).

Article XIV - Closing Inspections

- 14.1 Substantial Completion Inspection. When the Construction Manager considers each Construction Contractor's Work or designated part thereof Substantially Complete, the Construction Manager shall notify the ODR and the Architect/Engineer in writing that the Work will be ready for Substantial Completion Inspection on a date certain.
- 14.1.1 Prior to the Substantial Completion Inspection, the Construction Manager shall furnish to the Owner a copy of the As-Built blue-line prints. The Substantial Completion Inspection will be jointly conducted by the Architect/Engineer, the Owner, and the Construction Manager.
- 14.1.2 On the date indicated by Construction Manager, or as soon thereafter as is practicable, the ODR, the Architect/Engineer, and the Construction Manager shall inspect the Work and if the ODR and the Architect/Engineer determine that the Work is Substantially Complete a Certificate of Substantial Completion shall be issued by the ODR for certification by the Owner, Architect/Engineer and Construction Manager, fixing the date of Substantial Completion. The Architect/Engineer will provide with this certificate a list of items to be completed prior to Final Inspection (the Pre-Final Punchlist). This list may include additional items not included on the Construction Manager's list, which are deemed necessary by the Architect/Engineer or by the Owner to correct or complete prior to Final Inspection.
- 14.2 Final Inspection The applicable Construction Contractor(s) shall fully complete the list of items listed on the Pre-Final Punchlist prior to Final Inspection. Unless otherwise agreed in writing by the parties, the applicable Construction Contractor(s) shall complete this Work within thirty (30) days of the certified date of Substantial Completion. When the applicable Construction Contractor(s) have completed the Prefinal Punchlist, the Construction Manager shall give written notice to the ODR and Architect/Engineer that the Work will be ready for Final Inspection on a date certain. This notice shall be accompanied by a copy of the Construction Manager's updated Punchlist indicating resolution of all items. On this date, or as soon thereafter as is practicable, the ODR, the Architect/Engineer and the Construction Manager shall inspect the Work and the

Architect/Engineer shall submit to the Construction Manager a list of items which the Owner and the Architect/Engineer have determined to require correction or completion by the applicable Construction Contractors before the Work will be accepted by the Owner (the Final Punchlist).

- 14.3 The applicable Construction Contractor(s) shall correct or complete all items on the Final Punchlist before Acceptance and Final Payment. Unless otherwise agreed in writing by the parties, the applicable Construction Contractor(s) shall complete this Work within seven (7) days of receiving the Final Punchlist. Upon completion of the Final Punchlist, the Construction Manager shall notify the Architect/Engineer and ODR in writing stating the disposition of each punchlist item, and the Architect/Engineer and Owner shall promptly inspect the completed items. When the Final Punchlist has been completed, and the Agreement is fully performed according to the Construction Contract Documents, and is acceptable to the Owner, the ODR shall issue a certificate fixing the date of Final Completion. Final Completion of all Work shall be a condition precedent to each Construction Contractor's right to receive Final Payment.
- 14.4 Annotation. Any Certificate issued under this Article may be annotated to indicate that it is not applicable to specified portions of the Work, or that it is subject to any limitation as determined by the Owner.
- 14.5 Purpose of Inspection. Inspection by the Owner and Architect/Engineer is for the purpose of determining the completion of the Work, and does not relieve any Construction Contractor of its overall responsibility for completing its Work in a good and workmanlike fashion, in compliance with the Construction Contract Documents. Failure of the Owner or Architect/Engineer to identify Work that is not in compliance with the applicable Construction Contract, or which is defective in operation or workmanship, or acceptance of the Work with punchlist items left incomplete, does not constitute a waiver of such a defect or of the Owner's rights under the Construction Contract Documents or relieve the Construction Contractor of its warranties contained in its Construction Contract

Article XV - Early Occupancy

- 15.1 Right of Occupancy. The Owner may occupy or use all or any portion of the Work following Substantial Completion, or at any earlier stage of completion, provided that such occupancy or use is consented to by any and all insurers of the Work. Should the Owner wish to use or occupy the Work, or part thereof, prior to Final Completion, the ODR shall so notify the Construction Manager and applicable Construction Contractor(s) in writing. Work performed on the premises by third parties on the Owner's behalf does not constitute occupation or use of the Work by the Owner for purposes of this Article.
- 15.2 Occupancy of Substantially Completed Work. If the Owner wishes to occupy all or part of the Work that has been Substantially Completed it shall so notify the Construction Manager, the applicable Construction Contractor(s), and the Architect/Engineer prior to the Substantial Completion Inspection, and the ODR shall annotate the Certificate of Substantial Completion to set out, pursuant to the parties' written agreement, the responsibilities of the Owner and the Construction Manager and the applicable Construction Contractor(s) for maintenance, heat, utilities, operation of permanent equipment, and insurance. The Certificate of Substantial Completion shall be submitted to the Architect/Engineer, applicable Construction Contractor(s), and Construction Manager for their written acceptance of the responsibilities assigned to each of them in such Certificate. The accepted Certificate shall not constitute a change in Contract Time unless so stated.
- 15.3 Occupancy of Work Prior to Substantial Completion.
-

- 15.3.1. Notice and Early Occupancy Proposal. If the Owner determines that substantial hardship will result if it is unable to occupy some portion of the Work prior to Substantial Completion, it shall so inform the Architect/Engineer and the Construction Manager and applicable Construction Contractor(s) no less than thirty (30) days before the date the Owner wishes to occupy the Work, and designate those portions of the Work to be occupied and the uses to be made of the occupied premises. As soon as practicable, but not less than five (5) working days after receiving this notice, the Construction Manager and the applicable Construction Contractor(s) shall make the designated portions of the Work available to the Architect/Engineer and the Owner for observation. The Architect/Engineer and the Owner shall observe the Work jointly with the Construction Manager. As soon as practicable, but not later than the third (3rd) day next following the date of the inspection, the ODR or the Architect/Engineer shall prepare and submit to the Construction Manager and the applicable Construction Contractor(s) an Early Occupancy Proposal, specifying any Work that must be completed or corrected as well as any operation and maintenance manuals or other documentation necessary for the Work to be occupied by the Owner and used for the purposes designated by the Owner in its notice, and setting out the division of responsibility between the Owner, the applicable Construction Contractor(s), and the Construction Manager for utilities, security, maintenance, insurance and liability for damage to the Work or damage arising from the condition of the Work. The Early Occupancy Proposal shall also specify whether the area to be occupied must be Substantially Complete before occupation, and shall specify the date for Substantial Completion of the Work to be occupied if other than the date previously specified by the Construction Contract Documents.
- 15.3.2. Administration as Change Order. The Early Occupancy Proposal shall be administered as a Change Order. All cost adjustment, including any increased costs of insurance, related to the Early Occupancy Proposal, shall be stated in the Change Order; any such relief not so requested shall be deemed waived. If the Early Occupancy Proposal requires early Substantial Completion, the Construction Manager and applicable Construction Contractor(s) shall be entitled to an equitable cost adjustment for acceleration and impact costs. If an early completion date is not required, the Construction Manager and applicable Construction Contractor(s) shall submit any claim for time extension pursuant to the Construction Contract Documents.
- 15.3.3. Project Completion Administration with Early Occupancy. All required documentation shall be furnished by the applicable Construction Contractor(s) and Construction Manager to the ODR on or before the date of occupation by the Owner.
- 15.3.4. Nonwaiver of Timely Completion. Early occupancy of any portion of the Work does not waive the applicable Construction Contractors' duty to complete the remaining Work within the Contract Time as specified by the Construction Contract Documents or as subsequently modified by Change Order.

Article. XVI - Final Acceptance and Payment

- 16.1 Request for Final Payment. At any time following the completion of all Work, including all Substantial Completion punch list items, cleanup, and the delivery of record documents, the Construction Manager shall submit a certified Application for Final Payment to the ODR for his
-

review and approval.

Article XIX - Concealed Site Conditions

- 19.1 If, in the performance of the Agreement, subsurface, latent or concealed conditions at the Site are found by the Construction Manager to be materially different from the information included in the bid documents, or if unknown conditions of an unusual nature are discovered by the Construction Manager differing materially from the conditions usually inherent in Work of the character shown and specified, the Construction Manager shall notify the Architect/Engineer and the Owner in writing of such conditions before the Construction Contactor(s) proceed with the Work. If necessary, the Architect/Engineer and/or the Owner shall develop a solution and provide it to Construction Manager. If the solution prompts changes to the Contract Sum and/or Time, the Contract shall be adjusted pursuant to the Construction Contract Documents.

Article XXIII - Time Allotted for Performance; Construction Schedules

- 23.1 Contract Time. The Contract Time will be measured from the date designated in the Notice to Proceed to the date specified for Substantial Completion by the Construction Contract Documents, including any modification by Change Order.
- 23.2 Project Schedule. Within the period and as set forth in the Agreement, the Construction Manager shall submit to the Owner and the Architect/Engineer, for review and acceptance, a Project Schedule.

Article XXV - Termination

- 25.1 Termination by Construction Manager. If the Work is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager or its agents or employees, then the Construction Manager may, upon thirty (30) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for all Work executed and for any provable loss and reasonable expenses attributable to the Work resulting from such termination. If the cause of the work stoppage is removed prior to the end of the thirty (30) day notice period, the Construction Manager may not terminate the Agreement.

Article XXVII – Miscellaneous

- 27.1 Federally Funded Projects. If this Project is federally funded, these General Conditions will indicate that fact and will contain any modifications required as a condition of obtaining federal funding.
- 27.2 Computation of Time. In computing any time period set forth in this Agreement, the first day of the period shall not be included, but the last day shall be.
- 27.3 Survival of Obligations. All representations, indemnifications, warranties and guarantees made in accordance with the Construction Contract Documents will survive final payment, completion and acceptance of the Work, as well as termination for any reason. All duties imposed upon the
-

Construction Manager by reason of termination, including without limitation the duty to assign subcontracts and contracts with vendors and suppliers, shall likewise survive the termination of the Agreement.

- 27.4 No third party beneficiaries. The parties do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right of benefit by, such third party under these *Contract Documents* from either the Owner or Construction Manager.

ATTCHMENT "G"
DECISION TRACKING SYSTEM FORMAT

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ONE

PAGES

TO OWNER:

PROJECT:

APPLICATION NO: 000000

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR:

VIA ARCHITECT: Durrant Architects

PERIOD TO:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00

5. RETAINAGE:

a. 5 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	0.00

Total Retainage (Lines 5a + 5b or

Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due. CONTRACTOR: Landmark Organization, Inc.

By: _____ Date: _____

State of: Texas County of: Travis

Subscribed and sworn to before me this day of

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.) ARCHITECT: Durrant Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Landmark
Organization, L.P.

GM/CL: _____
CONTRACT NO.: _____
COST CODE NO.: _____
FED I.D. OR SS#: _____

SUBCONTRACT

This Agreement, made and entered into this _____ day of _____, 2000 by and between _____, doing business as a _____, with its principal office at _____, hereinafter called the Subcontractor, and LANDMARK ORGANIZATION, L.P. hereinafter called the Contractor, witnesseth:

That the Subcontractor and the Contractor in consideration of the terms, covenants and conditions hereby agree as follows:

SECTION 1. The Subcontractor agrees to furnish and install _____ as described in Section 3, below, for the _____ located at _____ for the _____ hereinafter called the Owner at _____

in accordance with all terms, covenants and conditions of the general contract between the Owner and the Contractor.

SECTION 2. The provisions set forth on Exhibit A, Exhibit B, Exhibit C and Additional Provisions of Subcontract attached hereto, are hereby incorporated into and made a part of this agreement.

SECTION 3. The Subcontractor and the Contractor agree that the materials to be furnished and scope of the work to be performed by the Subcontractor for the project described above, in accordance with the Contract Documents (which consist of this Subcontract, the General Contract between Owner and Contractor, and the other documents attached hereto as Exhibit A, Exhibit B and Exhibit C) are:

Provide all labor, supervision, material and equipment necessary to complete the furnishing and installation of all _____ as shown on Project Drawings and Specifications prepared by _____ all in strict accordance with construction documents, and as more specifically described in _____ listed on attached Exhibit "A". All work shall be done in accordance with all governing codes, including compliance with all Federal and State Labor Laws, and the progress schedule as determined by the Contractor.

Without limiting the generality implied above, the following items of work are specifically included as part of the scope of work under this subcontract: Division No. _____

Exclusions:

SECTION 4. The Subcontractor agrees: To keep himself thoroughly informed as to the progress of the job; to begin work within seven days after notification by the Contractor; to prosecute the work continuously and uninterruptedly with all possible speed; and to complete the entire work covered by this subcontract within a period of time determined in accordance with Paragraph 18 of the Additional Provisions of subcontract after the work covered hereby is commenced. The Subcontractor, however, shall not be held responsible for any delays caused by neglect, delay or default of the Contractor, the Owner, or any other Subcontractor.

If in default of completion within the elapsed time herein specified, the Subcontractor shall pay to the Contractor, as liquidated damages, and not as a penalty, a sum to be determined in accordance with Paragraph 18 of the Additional Provisions for each calendar day's delay in completion of the subcontract, it being agreed between the parties hereto that it would be impracticable or extremely difficult to fix the actual damage.

SECTION 5. IN CONSIDERATION WHEREOF and for the full and faithful performance of his work, the Contractor agrees to pay the Subcontractor the sum of not to exceed _____

(\$_____.00) (which includes all applicable tariffs, surcharges, and taxes to fully complete execution of work) in current funds, subject to additions and deductions for changes as may be agreed upon in writing signed by both parties provided that no payments are to be made unless the Subcontractor's rate of progress, work done and material furnished are satisfactory to the Contractor and has herein agreed upon. The Subcontractor shall submit to the Contractor's Field Office on or before the twentieth day of each month, requisition for payment, in duplicate covering the value of work completed to the satisfaction of the Owner during that month. If said requisitions are not delivered by the Subcontractor as above noted payment may be withheld for 30 days additional. Payments are to be made as follows:

PAYMENT TO THE SUBCONTRACTOR SHALL BE CONDITIONED ON PAYMENT TO THE GENERAL CONTRACTOR BY THE OWNER. RETAINAGE OF 10% WILL BE WITHHELD FROM ALL PROGRESS PAYMENTS. ALL PAYMENTS TO SUBCONTRACTOR WILL BE MADE WITHIN THREE (3) DAYS OF GENERAL CONTRACTORS RECEIPT OF NEGOTIABLE FUNDS PROVIDED SUBCONTRACTOR HAS COMPLIED WITH ALL TERMS AND CONDITIONS OF THIS CONTRACT INCLUDING PROVIDING ANY RELEASE OR WAIVER REQUESTED BY CONTRACTOR.

SECTION 6. Notwithstanding anything contained herein to the contrary, Contractor may, without cause, terminate this Agreement at any time upon written notice to Subcontractor. In the event Contractor gives Subcontractor such notice, Subcontractor shall withdraw its employees and equipment from the worksite on the effective date of the termination as specified in said notice (which effective date shall not be less than two (2) working days after the date of the notice) regardless of any claim Subcontractor may or may not have against Contractor. The Subcontractor's failure to do so shall entitle Contractor to bring an action for damages, including attorney's fees, and/or to bring an action for injunctive relief. If there has been a termination of Contractor's contract with the Owner, the Subcontractor shall be paid the amount due from the Owner for its work, as provided in the Contract Documents, after payment therefor by the Owner to Contractor. If Contractor's contract has not been terminated, Subcontractor shall be paid the reasonable value of work performed by Subcontractor prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractor be entitled to unabsorbed overhead, anticipatory profits or damages for any termination under this clause except as expressly provided by this paragraph. Upon receipt of payments provided for above, the parties hereto shall have no further obligation to each other except for Subcontractor's obligations to perform corrective and/or warranty work relating to work actually performed by Subcontractor or any of its sub-subcontractors prior to the termination, and to indemnify and defend Contractor as provided for in this Agreement.

The Subcontractor agrees that in the event of a dispute as to any amount owed under the terms of this contract that the contractor, at the contractor's option may place a sum equal to the disputed amount in escrow with an attorney of the contractor's choice while the parties attempt to resolve the dispute through legal action or any other manner of alternative dispute resolution such as mediation or arbitration: provided further, that if the contractor places the disputed sums in escrow within thirty days after a written demand for the disputed sums is received, or if no written demand is received, then before any final decision is rendered as a result of the legal actions referred to above, the parties expressly agree that the placement of the disputed sums in escrow constitutes a sufficient tender under applicable statutes and further, the subcontractor voluntarily, knowingly, and intelligently waives the right to seek to recover any attorney's fees provided for by any applicable State of _____ statutes if the disputed sums are placed in escrow as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement for themselves, their heirs, executors, successors, administrators, and assigns, on the day and year first written above.

LANDMARK ORGANIZATION, L.P.
CONTRACTOR
BY _____

SUBCONTRACTOR
BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____
Contact Name and Phone Number _____



DATE RECEIVED: _____

SUBCONTRACTOR'S/PURCHASE CONTRACT APPLICATION FOR PAYMENT
Accepted only with AIA G703 Breakdown/Invoices Attached

PROJECT NAME: _____
SUBCONTRACTOR: _____
ADDRESS: _____

JOINT CHECKS: 1) _____
2) _____

Application will be returned unless all items are completed.

1. Project No.: _____

2. Subcontractor No.: _____

3. Cost Code: _____

4. Division Manager Approval: _____

5. Project Manager Approval: _____

6. Superintendent Approval: _____

7. Joint Check Invoices Attached: yes _____ no _____

ACCOUNTING REC'D:

Application Period _____ to _____ Application No.: _____

	SUBCONTRACTOR	PROJ. MGR.	ACCOUNTING
1. Original Subcontract Amount	\$		
2. Approved Change Orders _____ thru _____	\$		
3. Current Subcontract Sum (Column C Total)	\$		
4. Previous Net Payments	\$		
5. Unpaid Balance on Subcontractor	\$		
6. Work this Period (Col. E Total)	\$		
7. Stored Materials This Period (Col. F Total)	\$		
8. Total Work in Place (Col. G Total)	<div>_____ %</div> \$		
9. Total Gross Previous Applications (Col. D)	\$		
10. Total Gross Amount This Application (8 - 9)	\$		
11. 10% Retainage (10% of Line 10)	\$		
12. Net Pmt Requested This Application (10-11)	\$		
13. Total Retainage to Date (Col. I Total)	\$		

Subcontractor Signature

Date

Title

FOR ACCOUNTING USE ONLY:

APPROVED BY:		APPROVAL:	INSURANCE RECEIVED:	
DATE APPROVED:			P & P BOND RECEIVED:	
GROSS AMOUNT:			WAIVER RECEIVED:	
RETAINAGE:			EXECUTED CONTRACT RECIEVED:	
NET TO PAY THIS CHECK:			EXECUTED CHANGE ORDER RECEIVED:	



Landmark
Organization, Inc.

BC/CC: _____
CONTRACT NO.: _____
COST CODE NO.: _____
FED I.D. OR SS#: _____

PURCHASE CONTRACT

VENDOR NAME _____
VENDOR ADDRESS _____
VENDOR PHONE _____

PROJECT NAME _____
PROJECT LOCATION _____

THIS AGREEMENT made this ____ day of _____ 19 __, by and between the above named Vendor (herein called "Vendor"), and, LANDMARK ORGANIZATION, INC. (herein called "Contractor"), who agree as follows:

1. SCOPE OF WORK.

a) Vendor agrees to furnish and/or fabricate all of the following materials and/or equipment listed below for the project described above, in accordance with the Contract Documents (which consist of this Purchase Contract, the General Contract between Owner and Contractor and the other documents shown on Exhibit A, attached hereto and made a part hereof):

- 1.
- 2.
- 3.

All materials and/or equipment shall be shipped FOB _____ via _____.

b) The work is specified in SECTION/DIVISION (S) _____ of the project manual and any other sections of said manual referred to therein.

2. COST.

a) The total cost of all work hereunder is \$ _____. Contractor reserves the right to modify the Scope of Work and related cost by written Change Order in accordance with any Alternates and/or modifications to Vendor's Scope of Work.

b) Subject project is _____ Tax Exempt or _____ Subject to sales tax. All invoices shall show taxes, if applicable, separately.

3. PAYMENT.

a) Contractor shall make payments to Vendor as follows: Payment to the Subcontractor shall be conditioned on payment to the General Contractor by the Owner. All payments to Subcontractor will be made within three (3) days of General Contractor's receipt of negotiable funds provided Subcontractor has complied with all terms and conditions of this contract.

b) **RETENTION.** Contractor shall retain ____ % until _____ after completion and acceptance of WORK.

4. BOND. Vendor shall/shall not, at the time of execution of this Purchase Contract, provide Contractor a bond or bonds guaranteeing complete performance under this Purchase Contract and the payment of all indebtedness incurred, with coverage equal to the total cost of the Work as shown above, provided by a surety satisfactory to Contractor. The bond premium shall/shall not be paid by Contractor.

5. CONTRACT DOCUMENTS. Vendor shall be bound to Contractor by the terms of the Contract Documents and shall assume toward Contractor all the obligations and responsibilities that Contractor assumes toward the Owner under the Contract Documents, to the extent applicable to this Purchase Contract. The Contract Documents are hereby incorporated in this Purchase Contract and made a part hereof to the extent applicable, and shall be made available to Vendor in Contractor's office for review upon request. In the event of any conflict between the Provisions of the Purchase Contract and the provisions of the other Contract Documents, this Purchase Contract shall govern.

6. LIENS AND CLAIMS. Vendor shall promptly pay all costs and expenses incurred in the performance of this Purchase Contract as they become due and shall furnish satisfactory evidence and verification of payment as requested by Contractor. Vendor shall indemnify and hold harmless Contractor, the Owner and the Property upon which the Work is being performed from liens and claims of workmen, mechanics and/or materialmen arising from performance of the Work covered by this Purchase Contract. Prior to making any payment to Vendor, Contractor may require Vendor to deliver written waivers or releases from Vendor and from all suppliers or subcontractors of Vendor of all

rights to assert any liens or claims against the Project, the Owner or the Contractor.

7. **ADDITIONAL PROVISIONS.** The additional provisions of the Purchase Contract are hereby incorporated into and made a part hereof for all purposes.
8. **ENTIRE AGREEMENT.** This Purchase Contract, including the additional provisions and all Exhibits attached hereto, if any, constitute the entire agreement between the parties and supersede all prior proposals, quotations and other communications.

CONTRACTOR:

LANDMARK ORGANIZATION, INC.

By

Title

Date

VENDOR:

By

Title

Date

**UNCONDITIONAL WAIVER
AND RELEASE ON PROGRESS PAYMENT**

Project: WILLIAMSON COUNTY JUSTICE CENTER EXPANSION

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for all labor, services, equipment and material furnished to the jobsite on the job located in Williamson County, Texas, And Does Hereby Release Any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite through _____, 2002 only and does not cover any retention pending, modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers from all work, materials, equipment for services provided for or to the above referenced project up to the date of this waiver:

DATE: _____

COMPANY NAME:

Landmark Organization, LP

BY: _____

TITLE: _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL-RELEASE FORM.

Request for Information

Summary Log, RFIs not Closed with an Importance of High or Urgent

RFI #	Subject	Date Created	Date Req'd	Date Resp	Author Co	Answer Co	Importance	Discipline	Category
-------	---------	--------------	------------	-----------	-----------	-----------	------------	------------	----------

Submittal Packages

Detailed Package Tracking Log

Author Company Contact Author Package # Trade Importance

Items Number Rev Description Resp Company Due Rec'd +/- Returned Sch'd Del Actual Del Status Closed

Reviewers

Package Notes Reviewer's General Comments

LANDMARK ORGANIZATION, L.P.
1700 RIO GRANDE
AUSTIN, TEXAS 78701

BC/CC: _____

CHANGE ORDER

To CONTRACT NO.: _____ DATED: _____ DATE OF THIS CHANGE ORDER: _____

TO: _____	ORIGINAL CONTRACT AMOUNT	\$ _____ .00
_____	PREVIOUS CHANGE ORDERS	\$ _____ .00
_____	PREVIOUS CONTRACT AMOUNT	\$ _____ .00
_____	ADD for this C.O.	\$ _____ .00
JOB: _____	DEDUCT for this C.O.	\$ _____ .00
	NEW CONTRACT AMOUNT	\$ _____ .00

It being desirable to modify the work done under the above Contract in accordance with instructions, Plans and/or Specifications enumerated below, it is necessary and in the best interests of the Parties to the above named Contract to modify said Contract in certain particulars as follows:

TOTAL CHANGE THIS CHANGE ORDER:

ADD/DEDUCT

\$.00

REF: Owner Change Order No. N/A Dated: _____ BMCR No.: _____ Dated: _____
Subcontractor quotations dated: _____
Cost Code: _____

It is further understood and agreed that all terms and conditions of said Contract, as it may heretofore have been modified, shall be and remain the same.

ACCEPTED:

ACCEPTED:

LANDMARK ORGANIZATION, L.P.

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTCHMENT "H"
CHANGE ORDER FORMAT

Change Order Request

Detailed (with Breakdown of PCOs), Grouped by Each Number

Date:

To: From:

Description Category Status

Reference Required By Days Req Amt Req

Notes

PCO No Date Reference Amt Prop Days Req Category Reason

Description Notes

Item No Item Description Amt Prop Reference

Approved By:

Signature

Name Date

Change Order Request

Detailed Log by Number

Date:

Company: Attention: Category: POCO Reference:

Electronic Company: Contact: Required: Completed: NTP: Executed: Days Req: App Days:

Proposed

Approved

PCO: Date: Description: UOM: Qty: Unit Price: Total: Qty: Unit Price: Total:

Totals:

ATTACHMENT "I"
LETTER AGREEMENT BETWEEN LANDMARK ORGANIZATION AND
WILLIAMSON COUNTY

July 5, 2002

The Honorable John Doerfler
County Judge, Williamson County
710 Main Street, 2nd Floor
Georgetown, TX 78626

RE: Williamson County Justice Center Courts Addition

Dear Judge Doerfler:

I appreciate the time that both you and Commissioner Limmer extended me on Monday, July 1, 2002, to address your concerns over the budgetary issues and contract status on the above referenced project. On behalf of Landmark Organization, I would like to personally apologize for our staff's lack of communication and the effect this failure to communicate has had on getting this project started.

In order to expedite the construction of the Courts Addition and substantially mitigate the County's financial risks, Landmark Organization will commit to the following:

1. Landmark will meet the original October 26, 2001 budget of \$9,968,392.00, which does not include Design/Engineering fees, the renovation of the existing building, HVAC upgrades and Preconstruction Project Management Costs.
2. Landmark will assume full financial responsibility for all cost overruns above the proposed construction budget while the County retains the right to receive 100% of the cost savings recognized under said budget.
3. Landmark will honor the original proposed Construction Management Fee of two and three-quarters percent (2.75%) of the actual cost, not to include Owner provided insurance costs or unused contingency costs.
4. Landmark will cap the allowable reimbursement for Preconstruction Project Management costs to a maximum of \$100,000.00.
5. Landmark will agree to perform the HVAC upgrades requested by the County subsequent to October 26, 2001 proposal for a "Not To Exceed" amount as approved by the County and the County's Construction Consultant.
6. Landmark will agree to complete the construction renovation of the existing Courts Building for an allowance amount or a "Not To Exceed" amount as approved by the County and the County's Construction Consultant.
7. Compensation to Landmark for "Direct Personnel Expense" (reference article 7.03), "Reimbursable Expenses" (reference article 7.04), and "General Conditions" (reference article 5.01R, attachment E) shall be billed in accordance with the terms of the proposed

1700 Rio Grande • Austin, TX 78701
512 / 652 - 4000
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www.landmarkorg.com

RECORDERS MEMORANDUM

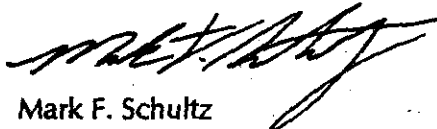
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clearly legible for satisfactory reproduction

Construction Management Agreement but shall not exceed the aggregate amount of \$664,922, including any markups.

8. In no event shall any fees or compensation earned by Landmark cause the cost of the addition to exceed \$9,968,392.00, exclusive of Design/Engineering fees, Preconstruction Project Management, HVAC upgrades, and the renovation costs.
9. The Architectural and Engineering Plans and Specifications dated June 3, 2002 will define the Scope of Work.
10. Landmark agrees to immediately execute a Construction Management Contract in accordance with the terms delineated in the above items 1 through 9.

Landmark Organization stands ready to immediately proceed with the required bidding and construction of this project following our receipt of the Construction Management Contract and the Notice To Proceed from the County. Again, thank you for your involvement in this process and please contact me if you should have any questions or require further clarification regarding this proposal.

Sincerely,
LANDMARK ORGANIZATION, L.P.



Mark F. Schultz
President

MFS/ss

CC: Commisioner Limmer, Williamson County
Ed Lee, Broaddus & Associates
Jim Broaddus, Broaddus & Associates
Bert Collins, Landmark Organization
Paul Bare, Landmark Organization
Project File

ATTCHMENT "J"
ITEMS INCLUDED IN GENERAL CONDITIONS

STAFF

Project Manager
Superintendent
Project Engineer

FIELD ENGINEERING

Survey Costs

FIELD EQUIPMENT AND SUPPLIES

Office Trailer
Temporary Utilities
Telephone
Miscellaneous Office Supplies
Postage
Office Equipment

SITE REQUIREMENTS

Temporary Building Heat
Job Sign
Temporary Toilets
Temporary Fence
Water and Ice
First Aid Supplies
Safety Supplies
Fire Protection

TEMPORAY PROTECTION

Temporary Enclosures
Temporary Partitions
Temporary Roof Protection
Landscape Protection
Barricades

CLEANUP

Dumpsters
Daily Job Cleanup
Final Cleanup
Trailer Cleanup

GENERAL

Small Tools
Equipment Rental
Temporary Storage Trailers

MISCELLANEOUS

Job Photographs
Additional Drawings

AGENDA ITEM 39

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

Ed Lee stated that a few days were lost to rain, but that the parking garage project is generally on schedule. They are working on getting the elevator installed by the end of the month. He also mentioned that the architect's fees on the annex renovations are going to be 10% of the project, rather than the old fee amount of 7.5%. The contract needs to be updated to show the renovation budget to be \$622,013 in order to properly calculate the fees for the architect.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To update the renovation budget to be \$622,013.

Vote: 5 - 0

AGENDA ITEM 40

Consider approving change order for Keystone Construction for Brushy Creek Regional Trail.

No action was taken on this agenda item, which was tabled until further notice.

AGENDA ITEM 41

Discuss and take appropriate action on park advisory committee.

No action was taken on this agenda item.

AGENDA ITEM 42

Discuss and take appropriate action on hiring a Parks Director.

Commissioner Boatright stated that the members of the committee who interviewed the applicants for the Director's job have recommended Jim Rodgers for the position. Mr. Rodgers has been the Parks Director for the City of Cedar Park for 5 years and was the Parks Supervisor for the City of Austin for 27 years.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To hire Jim Rodgers as Parks Director for Williamson County.

Vote: 5 - 0

AGENDA ITEM 43

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for County Attorney:

0100-0475-001100	Co. Atty. Salary	23,646.48
0100-0475-004999	Co. Atty. Miscellaneous	27,203.52

No action was taken on this agenda item.

AGENDA ITEM 44

Consider declaring an emergency and approving a budget amendment to acknowledge additional revenue for County Attorney:

0100-0000-335601	Co. Atty. Supplement	50,850.00
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No action was taken on this agenda item.

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:02 A.M. ON TUESDAY, OCTOBER 15, 2002.

AGENDA ITEM 45

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No Action was taken in Executive Session.

AGENDA ITEM 46

Discuss parcel 405 acquisition for State Highway 45 (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No Action was taken in Executive Session.

AGENDA ITEM 47

Discuss pending litigation: David Wayne Gay, Kim Robb Gay, and Gregory A. Palm vs. Williamson County (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No Action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:19 A.M. ON TUESDAY, OCTOBER 15, 2002.

AGENDA ITEM 48

Discuss and take appropriate action on real estate.

No action was taken on this agenda item.

AGENDA ITEM 49

Discuss and take appropriate action on parcel 405 acquisition for State Highway 45.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve the acquisition of parcel 405 at 90% of the appraised value, and to instruct Charlie Crossfield to execute the contract.

Vote: 4 – 1, **Commissioner Heiligenstein** voted against the motion.

AGENDA ITEM 50

Discuss and take appropriate action on pending litigation: David Wayne Gay, Kim Robb Gay, and Gregory A. Palm vs. Williamson County.

Moved: **Judge Doerfler**

Seconded: **Commissioner Heiligenstein**

Motion: To engage Davis & Associates to represent Williamson County.

Vote: 5 - 0

AGENDA ITEM 51

Comments from Commissioners.

Commissioner Heiligenstein discussed a letter he received regarding air quality, stating that voluntary compliance with air quality issues keeps the county from having to follow very restrictive procedures that will apply to counties that are considered non-compliant. He also discussed the Visioning Committee meeting at Georgetown High School on Monday evening. He said that it was very instructive to see what people are thinking about regarding future growth.

Commissioner Limmer stated that he met with Ross Malloy with the Austin-San Antonio Corridor Council to discuss future development, especially on SH 130. He stated that there is already a plan for 13 million square feet of warehouse and office space at the intersection of SH 130 and SH 45.

COMMISSIONERS' COURT ADJOURNED AT 11:34 A.M. ON TUESDAY, OCTOBER 15, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 238, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 22nd day of October, 2002.


John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 
Deputy Clerk