

12,668(1)

CERTIFICATE of COURSE COMPLETION

Open Meetings Act

I, **Randy Wineinger**, certify that I have completed a course of training on the Texas Open Meetings Act that satisfies the legal requirements of Government Code, Section 551.005.

Certificate is issued effective this 12th day of March, 2013.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

FILED FOR RECORD
at 10:00 o'clock AM M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk Hunt County, TX

By J. Lindenzweig

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 551.005(c) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

Certificate No.: 13-167489M

12,668 (1)



Extension Online
Convenient, affordable, self-paced eLearning.

Certificate of Completion

RANDY WINEINGER

TDLR Number: 74011

Course Title (ID): Texas Open Meetings Act Training Module (402)

Hours: 1

Completion Date: 2013-03-11

Expiration Date: 2014-03-11

Certificate ID: 561049-614169

Verify this Certificate Online:

<http://extensiononline.tamu.edu/certificates/audit.php>

If the information in the certificate is incomplete, please check below:

[Go to Certificates](#)

FILED FOR RECORD
at 10:00 o'clock A M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

By *J. Lewis*

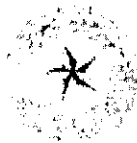
12,668 (2)

CERTIFICATE of COURSE COMPLETION

Public Information Act

I, **Randy L. Wineinger**, certify that I have completed a course of training on the Texas Public Information Act that satisfies the legal requirements of Government Code, Section 552.012.

Certificate is issued effective this 12th day of March, 2013.



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

FILED FOR RECORD
at 10:00 o'clock 11 M

MAR 26 2013

JENNIFER LINDENZWEG
County Clerk, Hunt County, TX
By J. Lindenzweg

NOTICE TO CERTIFICATE HOLDER: You are responsible for the safekeeping of this document as evidence that you have completed this open government training course. The Office of the Attorney General does not maintain a record of course completion for you and is unable to issue duplicate certificates. Government Code Section 552.012(e) requires the governmental body with which you serve to maintain this Certificate of Course Completion and make it available for public inspection.

12,668 (3)

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Tax Assessor-Collector Randy Wineinger

Professional Identification Number: 74011

Property Tax Assessor: 74011

For Successfully Completing 1.0 Hours of Educational Training

Titled

Texas Property Tax Professionals Code of Ethics (PTP Course #9167)

March 12, 2013



Richard O. Avery
Richard O. Avery, Director, V.G. Young Institute of County Government

TLDR #: 1664



FILED FOR RECORD
at 10:00 o'clock A M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

By *J. Stevens*

12, 668 (3)

CERTIFICATE OF PARTICIPATION

The V.G. Young Institute of County Government

Awards This Certificate To

Tax Assessor-Collector Randy Wineinger

Professional Identification Number: 74011

Property Tax Assessor: 74011

For Successfully Completing 1.0 Hours of Educational Training

Titled

Ethics - A Practical Approach (PTP Course #9166)

March 12, 2013



Richard O. Avery
Richard O. Avery, Director, V.G. Young Institute of County Government

TLDR #: 1664



FILED FOR RECORD
at 10:00 o'clock A M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

By *J. Owens*



12,668(4)

FY 2014 Local Public Health Services FORM A - FACE PAGE

RESPONDENT INFORMATION		FILED FOR RECORD at 10:15 o'clock <u>H</u> M
1) LEGAL NAME: Greenville-Hunt county Health Department		
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):		MAR 26 2013
2700 Johnson Street Greenville, TX 75401		JENNIFER LANDENZWEIG County Clerk, Hunt County, TX By <u>J. Owens</u>
3) PAYEE Mailing Address (if different from above):		
Hunt County PO Box 1097 Greenville, TX 75403-1097		
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or if an individual, Social Security Number (9 digit) :		17560010179022
*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.		
5) TYPE OF ENTITY (check all that apply):		
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual
<input checked="" type="checkbox"/> Regions/COUNTIES/LHD	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private
	<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Other (specify): _____
*If incorporated, provide 10-digit charter number assigned by Secretary of State:		
6) COUNTIES OR REGION SERVED BY PROJECT: See attached County/Region list.		
7) PROJECT CONTACT PERSON	CHECK FUNDING APPLYING FOR:	
Name: Joe Lilly, Administrator Phone: 903-408-4140 Fax: 903-454-3721 E-mail: Jlilly@huntcounty.net	• LPHS \$ 71,641.00	
The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in FORM E, and will provide services in accordance with 25 Texas Administrative Code, §§37.51-37.65. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.		
8) AUTHORIZED REPRESENTATIVE	9) SIGNATURE OF AUTHORIZED REPRESENTATIVE	
Name: John Horn Title: Hunt County Judge Phone: 903-408-4146 Fax: 903-408-4299 E-mail:		
	10) DATE 3-26-2013	

***Form A – FACE PAGE must be scanned & emailed with signature to localphsteam@dshs.state.tx.us
OR fax to (512) 776-7391**



FY 2014 Local Public Health Services
Regional and Local Health Services & Compliance Branch
Program Contact Information
Contract Term: September 1, 2013 through August 31, 2014

Legal Name of Applicant: Greenville-Hunt County Health Department

This form provides information about appropriate program contacts in the applicant's organization. If any of the contact information changes during the term of the contract, please send written notification to the Regional and Local Health Service & Compliance Branch, Mail Code 1990, P.O. Box 149347, Austin, Tx 78714 or email to LocalPHTeam@dshs.state.tx.us.

Director

Contact: <u>Grady M. McMahan, D.O.</u>	Mailing Address (street, city, county, state, & zip):
Title: <u>Director-Local Health Authority</u>	<u>2700 Johnson Street</u>
Phone: <u>903-408-4140</u>	<u>Greenville</u>
Fax: <u>903-454-3721</u>	<u>Hunt County</u>
E-mail: <u>gman2502@hotmail.com</u>	<u>Texas 75401</u>

Financial Manager

Contact: <u>Jimmy P. Hamilton</u>	Mailing Address (street, city, county, state, & zip):
Title: <u>Hunt County Auditor</u>	<u>PO Box 1097</u>
Phone: <u>903-408-4102</u>	<u>Greenville</u>
Fax: <u>903-408-4280</u>	<u>Hunt County</u>
E-mail: <u>jphamilton@huntcounty.net</u>	<u>Texas 75403-1097</u>

Contract Coordinator

Contact: <u>Joe Lilly, R.S</u>	Mailing Address (street, city, county, state, & zip):
Title: <u>Administrator</u>	<u>2700 Johnson Street</u>
Phone: <u>903-408-4140</u>	<u>Greenville</u>
Fax: <u>903-454-3721</u>	<u>Hunt County</u>
E-mail: <u>jlilly@huntcounty.net</u>	<u>Texas 75401</u>

Additional Staff

Contact: <u>Pam Andrews, R.N.</u>	Mailing Address (street, city, county, state, & zip):
Title: <u>Nursing Program Manager</u>	<u>4815B King Street</u>
Phone: <u>903-455-4433</u>	<u>Greenville</u>
Fax: <u>903-455-4956</u>	<u>Hunt County</u>
E-mail: <u>pandrews@huntcounty.net</u>	<u>Texas 75401</u>

Additional Staff

Contact: <u>Felicia Adair</u>	Mailing Address (street, city, county, state, & zip):
Title: <u>Office Manager</u>	<u>2700 Johnson Street</u>
Phone: <u>903-408-4217</u>	<u>Greenville</u>
Fax: <u>903-454-3721</u>	<u>Hunt County</u>
E-mail: <u>fadair@huntcounty.net</u>	<u>Texas 75401</u>

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Greenville-Hunt County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$56,575	\$56,575	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$15,066	\$15,066	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$0	\$0	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$71,641	\$71,641	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$71,641	\$71,641	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0

NOTE: The "Total Budget" amount for each Budget Category will have to be allocated (entered) manually among the funding sources. Enter amounts in whole dollars. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Personnel	\$56,575	\$56,575	Fringe Benefits	\$15,066	\$15,066
Travel	\$0	\$0	Equipment	\$0	\$0
Supplies	\$0	\$0	Contractual	\$0	\$0
Other	\$0	\$0	Indirect Costs	\$0	\$0

TOTAL FOR: Distribution Totals **\$71,641 Budget Total** **\$71,641**

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Greenville-Hunt County Health Department

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project	
Food Service Inspector - E	N	Provides food establishment inspections and prevention of foodborne diseases for public protection	1	Yes	\$2,513.34	12	\$30,160	
Public Health Nurse - E	N	Provides nursing services, well-child exams, Tuberculosis elimination	0.4	RN	\$4,593.33	12	\$22,048	
Communal Disease Nurse - E	N	Provides non-vaccine preventable disease epidemiology and surveillance	0.1	LVN	\$3,639.50	12	\$4,367	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
							\$0	
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							Salary/Wage Total	\$56,575

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

Longevity, FICA, Retirement

	Fringe Benefit Rate %	26.63%
Fringe Benefits Total		\$15,066



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

12,668 (4)

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 West 49th Street • Austin, Texas 78756
P.O. Box 149347 • Austin, Texas 78714-9347
1-888-963-7111 • www.dshs.state.tx.us
TTY: 1-800-735-2989

April 10, 2013

FILED FOR RECORD
at 11:26 o'clock A M

APR 15 2013

Dear Contractor:

JENNIFER LINDENZWEIG
Sonder Clark Hunt County, TX
By

Enclosed is an approved copy of your Department of State Health Services (DSHS) contract. Please file it with the office of record for your agency.

The provisions of this contract require submittal of quarterly financial reports no later than 30 days after the end of the first three quarters and a final report no later than 60 days after the end of the contract term. Attached are preprinted Financial Status Reports (FSR 269a) for the entire term of your contract. **Please forward the FSR forms to the person in your agency responsible for completion of financial reports.** If this is a contract amendment, FSRs are provided only for the remaining term of your contract. These reports are required regardless of whether or not expenses are incurred.

DSHS will not pay for reimbursements submitted/postmarked more than 60 days after the end of the contract Attachment term. Additional information regarding this policy is available on the DSHS website at <http://www.dshs.state.tx.us>.

Please reference the DSHS contract and attachment number in all future correspondence. If you have questions, please contact Stefanie Jackson at 512-776-2075 or via email at Stefanie.Jackson@dshs.state.tx.us.

Sincerely,

Bob Burnette, Director
Client Service Contracting Unit

Enclosures

Texas Department of State Health Services
Financial Status Report
FSR269A

An Excel version of this form can be downloaded at: <http://www.dshs.state.tx.us/grants/forms.shtm>

P.O. Box 149347
Austin, Texas 78714-9347

Fiscal Division/Accounts Payable
Phone (512)458-7435

Contractor Name: Hunt County Health Department		DSHS Program: RLSS/LPHS-PnP		
		DSHS Contract #: 2013-041466		
Payee Account #:		Attachment #: 001A		
Payee Vendor ID: 17560010179022		Basis: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
Payee Name: HUNT COUNTY		Contract Term:		
Address: HUNT CNTY HEALTH DEPT MEDICAL		From: 09/01/2012 To: 08/31/2013		
4815B KING ST		Period Covered in Report:		
City, ST, Zip: GREENVILLE, TX 75401-5520		From: 03/01/2013 To: 05/31/2013		
PO Number: 0000385763		Check if Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No		
Project Cost per General Ledger				
(1) Budget Categories	(2) Approved Budget	(3) This Period	(4) Cumulative	(5) Remaining Budget Balance (2 minus 4)
a. Personnel	63,401.00			
b. Fringe Benefits	25,043.00			
c. Travel	0.00			
d. Equipment	0.00			
e. Supplies	0.00			
f. Contractual	0.00			
g. Other	0.00			
h. Total Direct Charges	88,444.00			
i. Indirect Charges	0.00			
j. Total Charges	88,444.00			
Less: k. Program Income Collected				
l. Non-DSHS Funding				
m. In-Kind (See Instructions)				
n. ADVANCE	Advance Received	Repaid this Period	Cumulative Repayments	Advance Balance
o. Total Reimbursement Requested (net of advances)				
p. Total Reimbursement Received				
Prepared By:		Title:		Phone #:
CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.				
Signature of Authorized Certifying Official				Date Submitted
				/ /
Typed or Printed Name and Title of Certifying Official				Telephone:

Texas Department of State Health Services
Financial Status Report
FSR269A

An Excel version of this form can be downloaded at: <http://www.dshs.state.tx.us/grants/forms.shtm>

P.O. Box 149347
Austin, Texas 78714-9347

Fiscal Division/Accounts Payable
Phone (512)458-7435

Contractor Name: Hunt County Health Department		DSHS Program: RLSS/LPHS-PnP		
		DSHS Contract #: 2013-041466		
Payee Account #:		Attachment #: 001A		
Payee Vendor ID: 17560010179022		Basis: <input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
Payee Name: HUNT COUNTY		Contract Term:		
Address: HUNT CNTY HEALTH DEPT MEDICAL 4815B KING ST City, ST, Zip: GREENVILLE, TX 75401-5520		From: 09/01/2012 To: 08/31/2013 Period Covered in Report: From: 06/01/2013 To: 08/31/2013		
PO Number: 0000385763		Check if Final Report <input type="checkbox"/> Yes <input type="checkbox"/> No		
Project Cost per General Ledger				
(1) Budget Categories	(2) Approved Budget	(3) This Period	(4) Cumulative	(5) Remaining Budget Balance (2 minus 4)
a. Personnel	63,401.00			
b. Fringe Benefits	25,043.00			
c. Travel	0.00			
d. Equipment	0.00			
e. Supplies	0.00			
f. Contractual	0.00			
g. Other	0.00			
h. Total Direct Charges	88,444.00			
i. Indirect Charges	0.00			
j. Total Charges	88,444.00			
Less: k. Program Income Collected				
l. Non-DSHS Funding				
m. In-Kind (See Instructions)				
n. ADVANCE	Advance Received	Repaid this Period	Cumulative Repayments	Advance Balance
o. Total Reimbursement Requested (net of advances)				
p. Total Reimbursement Received				
Prepared By:		Title:		Phone #:
CERTIFICATION: I certify to the best of my knowledge and belief that this report is correct and complete and that all outlays and unliquidated obligations are for the purposes set forth in the award documents.				
Signature of Authorized Certifying Official				Date Submitted
				/ /
Typed or Printed Name and Title of Certifying Official				Telephone:

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

12,668(4)
FILED FOR RECORD
at 11:26 o'clock A M
APR 15 2013
JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By [Signature]

The Department of State Health Services (DSHS) and HUNT COUNTY HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2013-041466 (Contract) in accordance with this Amendment No. 001A : RLSS/LOCAL PUBLIC HEALTH SYSTEM-PnP, effective 03/12/2013.

The purpose of this Amendment is to increase contract amount due to restoration of PHHSBG funds and to revise the General Provisions to include the potential need for utilization of 5% for public health emergencies and/or training.

Therefore, DSHS and Contractor agree as follows:

The Program Attachment number is revised as follows:

ATTACHMENT NO. ~~001~~ 001A

SECTION VIII. SPECIAL PROVISIONS, is revised as follows:

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

The categorical budget is revised as attached.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Bob Burnette

Signature of Authorized Official

Date:

4/10/13

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

John L. Horn

Signature of Authorized Official

Date: APRIL 1, 2013

Name: JOHN L. HORN

Title: HUNT COUNTY JUDGE

Address: P.O. BOX 1097

GREENVILLE, TX 75403

Phone: 903-408-4146

Email: jhorn@huntcounty.net

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

#12,668(4)
FILED FOR RECORD
at 11:26 o'clock AM M
APR 15 2013
By: EMILY LINDENZWEIG
County Clerk, Hunt County, Tex

The Department of State Health Services (DSHS) and HUNT COUNTY HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2013-041466 (Contract) in accordance with this Amendment No. 001A : RLSS/LOCAL PUBLIC HEALTH SYSTEM-PnP, effective 03/12/2013.

The purpose of this Amendment is to increase contract amount due to restoration of PHHSBG funds and to revise the General Provisions to include the potential need for utilization of 5% for public health emergencies and/or training.

Therefore, DSHS and Contractor agree as follows:

ATTACHMENT NO. ~~001~~ 001A

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

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The categorical budget is revised as attached.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

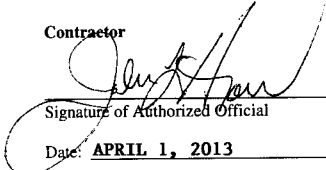
Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor



Signature of Authorized Official

Date: **APRIL 1, 2013**

Name: **JOHN L. HORN,**

Title: **HUNT COUNTY JUDGE**

Address: **P.O. BOX 1097**

GREENVILLE, TX 75403

Phone: **903-408-4146**

Email: **jhorn@huntcounty.net**



**PRECISION
BOILERS**

P: 423.587.9390 / F: 423.581.7745
E: lgonzalez@precisionboilers.com

12,668(5)

QUOTATION

FILED FOR RECORD
at 10:15 o'clock 7 M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

By J. Owens

From: Theresa Lee 503-481-4018

Date: March 13, 2013

To: Holman
Quote: 11570LG
Job: B000512
Attention:

PRECISION Model "FPW" Vertical Firetube Water Heater

PRECISION Model FPW-72L-1200C-P1260N Vertical Firetube VESSEL ONLY includes:

- ASME Code pressure vessel built to section IV and National Board registered 150 PSIG design
- 1048 actual gallons
- Cement Lining
- Seamless steel Firetubes with solid copper overlay (.04 in. thick/ mechanically bonded)
- Turbulators for maximum heat transfer
- Upper and lower magnesium anodes
- Flame inspection port
- Tank inspection openings (3)

Notes & Exceptions:

- Vessel only, does not include freight or labor to install new vessel
- 304L SS Couplings

Est. shipping weight: 6740 lbs each

Total shipping pieces: (1)

F.O.B.: Factory

Approximate Delivery: 6 - 8 weeks after approved submittal. Delivery also depends on current levels of production.

Drawings: Estimated 14 days after receipt of firm purchase order and 50% down.

NET PRICE: \$31,941.00 + FREIGHT

(Price is good for 30 days)

We have quoted in accordance with our interpretation of the specifications. This quotation is subject to conformance approval by engineer. This proposal covers only the items listed above. Where a specification is involved, Precision Boilers responsibility is limited to the items quoted.



Phone: 214-637-0020 X 350
Fax: 214-637-2539
Website: <http://www.holmanboiler.com>

1956 Singleton Blvd
Dallas, Texas 75212
U.S.A.

Hunt County Court House
2507 Lee St.
Greenville, TX 75401
Email: jmoore@huntcounty.net
Attention: Jimmy Moore

Proposal # 1303-1803KD
March 14, 2013
Tel: 903-408-4279

Subject: Vessel replacement

In accordance with your request, Holman Boiler Works is pleased to submit the following proposal for your consideration and acceptance.

We will provide the labor, materials, tools, insurance and supervision to remove your existing faulty vessel with a newly manufactured warrantee vessel furnished by Hunt County Court House as follows:

Supply Scope:

- Remove burner.
- Disconnect necessary piping to remove vessel.
- Remove panels and insulation.
- Remove mounting bolts.
- Remove faulty vessel from boiler skid/firebox.
- Install new Gasket on fire box for vessel mounting seal.
- Set new vessel on boiler fire box and bolt down.
- Install existing insulation and panels.
- Install the existing piping back to the vessel.
- Install burner.
- Connect all wiring.
- Start up and set combustion.

Project Duration:

- The estimated time to complete the scope of supply is (4-6) days.

Pricing:

Total estimated price for the complete installation is **\$12,357.00**, plus applicable taxes.

Payment Terms:

Net 30 days upon completion.

Warranty:

Holman provides manufacturer's warranty on all parts and equipment and 90 day warranty on workmanship.

Clarifications:

- All orders are subject to credit approval and predicated upon the acceptance of Holman's Terms & Conditions. Consideration of this order, along with submission of a purchase order, acknowledges acceptance of the T&C's attached.
- Taxes are not included in the pricing above; if you are tax exempt, please submit a tax exempt certificate with your purchase order.
- Pricing does not include repairs/parts replacement discovered to be necessary during the above scope of work. Should this occur, the repairs and/or parts replacement will be performed on a time and materials basis upon approval by customer.
- Pricing is based on the work being performed Mon-Fri 8hrs per day. Weekend work is not included.

Close:

We thank you for your consideration of our company, its products and services. If we can be of further assistance, please do not hesitate to call.

Submitted by:

K.D. Harper, Business Development
HOLMAN BOILER WORKS, INC.
Cell: (903)-303-9608
TXMAS vendor #11-03FAC060

Jimmy Moore

From: Theresa Lee [tlee@precisionboilers.com]
Sent: Monday, March 18, 2013 8:53 AM
To: Jimmy Moore
Subject: Re: Warranty on boiler Ser.# B000512

Wt 6740 freight \$2850-\$3200

Thanks,

Theresa Lee
Western Regional Sales Manager
Precision Boilers Inc
C:503.481.4018

On Mar 18, 2013, at 6:16 AM, "Jimmy Moore" <jmoore@huntcounty.net> wrote:

> Theresa, can you give me an estimated freight cost on this vessel?

>

> Thanks,

> Jimmy Moore

> Hunt County Maintenance Director

> 2507 Lee St.

> Greenville, TX. 75401

> 903-408-4279

> 903-408-4286 (Fax)

> jmoore@huntcounty.net

>

>

> -----Original Message-----

> From: Theresa Lee [mailto:tlee@precisionboilers.com]

> Sent: Friday, March 15, 2013 2:45 PM

> To: Jimmy Moore

> Subject: Re: Warranty on boiler Ser.# B000512

>

>

> Jimmy this has been prorated to a vessel replacement at current warranty

> cost. The vessel is the most expensive part of the boiler. This is not

> almost a new boiler cost, a brand new boiler of this level is \$65-\$75,000.

>

> Thanks,

>

> Theresa Lee

> Western Regional Sales Manager

> Precision Boilers Inc

> C:503.481.4018

>

>

> On Mar 15, 2013, at 12:23 PM, "Jimmy Moore" <jmoore@huntcounty.net> wrote:

>

>> Dose this price include the warranty deduction? All the prorated

> warranties I've had dealing with were a percentage of the total cost. The

> warranty on this vessel was first 10years full cost less freight and lobar.

> Second 10 years is prorated 90% discount in year 11 and 80% in year 12 and

> so on until 0% in year 20. This is almost a new boiler cost. Please let me

> know if this is wrong.

>> Thanks,

>> Jimmy Moore

>> Hunt County Maintenance Director

>> 2507 Lee St.

>> Greenville, TX. 75401

>> 903-408-4279

Dianne Terry

From: Theresa Lee [tlee@precisionboilers.com]

Sent: Tuesday, March 19, 2013 1:41 PM

To: dterry@huntcounty.net

Cc: Sherry Rasnake

Subject: credit application

Diane here is the credit app, please fill out completely and email to Sherry Rasnake. Her email is srasnake@precisionboilers.com. Warranty info to follow.

Theresa Lee
Western Regional Sales Manager
Precision Boilers
5727 Superior Drive
Morristown, TN 37814
P: 503.481.4018
HQ: 423.587.9390



**PRECISION
BOILERS**

The Boiler Room Resource
www.precisionboilers.com

Theresa Lee
Western Regional Sales Manager



**PRECISION
BOILERS**

Precision Boilers
P: 423.587.9390 Ext.
F: 423.581.7749

03/19/2013

0.*

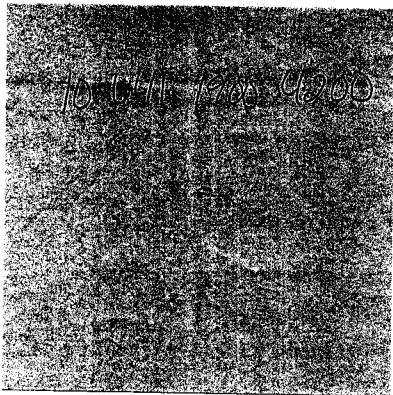
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12,668(6)

TEXAS ASSOCIATION OF COUNTIES

FILED FOR RECORD at 10:15 of clock MAR 26 2013 M

2012 Certification of Compliance

MAR 26 2013

County Investment Officer

JENNIFER LINDENZWIEG
County Clerk, Hunt County, TX
By: *J. Lindenzwieg*

Honorable Delores K. Shelton

Successfully completed investment education that satisfies Section 2256.008 of the Texas Public Funds Investment Act. This ongoing commitment to continuing education provides maximum benefit to

Hunt County

Issued by the Texas Association of Counties the thirty-first day of December, 2012



Hon. Connie Hickman, President



Gene Terry, Executive Director

12,668(7)

TJCTC

CRIMINAL VOLUME

ORDER AWARDING POSSESSION OF SEIZED PROPERTY
TEX. CODE CRIM. PROC. ANN. Arts. 47.04, 47.09

COPY
OFFICE OF THE PEACE # 3
1000 GERRARD STREET # 1
HUNT COUNTY, TEXAS

No. TR36768

THE STATE OF TEXAS
VS.
20 FT KEARNEY
BUMPER PULL FLATBED
TRAILER TANDEM AXLE
VIN# OBLITERATED
1K9JF18222105611

§
§
§

IN THE JUSTICE COURT
PCT. 3
HUNT COUNTY, TEXAS

JENNIFER LINDENZIEMIS
County Clerk, Hunt County, TX
By *J. Lindenziemis*

MAR 26 2013

FILED FOR RECORD
at 10:15 of clock
A M

ORDER AWARDING POSSESSION OF SEIZED PROPERTY

On the 6TH day of JULY 2012 in the Justice Court of Precinct 3, Hunt County, Texas, came to be heard the above-styled cause FRANK ABALOS, MICHEL EUGENE MARSHALL, LAZARO ABALOS AND KENNETH PETERS HUNT COUNTY SHERIFF'S OFFICE, claimants, are seeking to establish the right to possession of the following-described property: 20 FT KEARNEY BUMPER PULL FLATBED TRAILER TANDEM AXLE VIN# OBLITERATED 1K9JF18222105611. Said property is now in the possession and control of KENNETH PETERS with the HUNT COUNTY SHERIFF'S OFFICE, who stored said property until a determination could be made by a court having jurisdiction and venue as to the possession or proper disposition of the property.

All the parties expressing a claim to possession were properly notified of this examining trial; those desiring to assert such claim to possession appeared in person or by attorney; and the court, after hearing all the evidence and testimony, is of the opinion that possession of the above-described property should be awarded as follows:

- 1) Property Awarded: 20 FT KEARNEY BUMPER PULL FLATBED TRAILER TANDEM AXLE VIN# OBLITERATED 1K9JF18222105611
Claimant's Name: HUNT COUNTY, P.O. Box 1097 Greenville, TX 75403.

Therefore, it is ORDERED that the possession of said property now in the possession and control of KENNETH PETERS be immediately transferred to the Claimant, as set forth above, subject to the condition that such property shall be made available to the State should it be needed in future prosecutions, or that any court having jurisdiction over the offense may order the property to be used for evidentiary purposes; and furthermore the court finds that no storage charges are currently due. This order does not determine ownership of said property, only a right to possession under Chapter 47.01a Texas Code of Criminal Procedure. The authority of this award is based on jurisdiction as a criminal magistrate and not as a civil court, Texas Code of Criminal Procedure 47.01a.


It is ORDERED that KENNETH PETERS make due return showing execution of same.

ISSUED this the 6TH day of JULY 2012.

Appeal Bond Amount: \$3,200.00

[Signature]

JUSTICE OF THE PEACE,
PCT. 3,
HUNT COUNTY, TEXAS

JUSTICE COURT
PCT. # 3
HUNT COUNTY, TEXAS 

12,669

Delores Shelton, CIO, CCT
Hunt County Treasurer

FY 11: Monthly Report, January 2013

FILED FOR RECORD
at 10:15 o'clock 11 M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Shelton

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

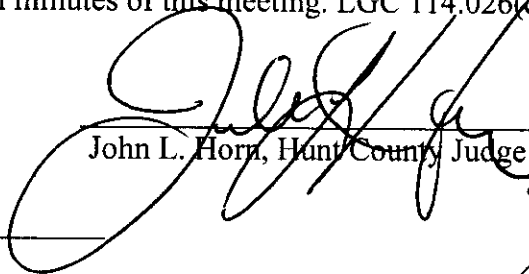
This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$18,157,050.78**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

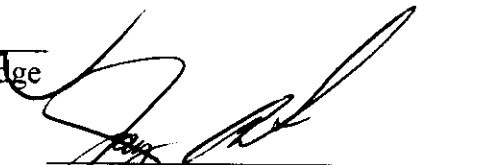
This report will be filed with accompanying reports this 26 day of March, 2013.


Delores Shelton, Hunt County Treasurer


Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)


John L. Horn, Hunt County Judge


Eric Evans, Pct #1


Jay Atkins, Commissioner, Pct 2


Phillip Martin, Commissioner, Pct #3


Jim Latham, Pct 4

**Hunt County Treasurer
Monthly Report
January 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	2,849,351.48	7,037,906.23	-2,458,818.58	-4,000,000.00	3,428,439.13
10-Chase Investment	3,525,682.94	854.01	0.00	4,000,000.00	7,526,536.95
10-TexPool Investment	145,960.08	12.24	0.00	0.00	145,972.32
10-TexStar Investment	216,608.05	20.27	0.00		216,628.32
10-InWood Nat'l Bank CD	544,719.63	346.98	0.00	0.00	545,066.61
10-TexPool Investment,Jail	581,038.55	48.69	0.00	0.00	581,087.24
10-General Fund Totals:	7,863,360.73	7,039,188.42	-2,458,818.58	0.00	12,443,730.57
20-Law Library	13,059.95	3,395.00	-3,158.11		13,296.84
21-R&B #1	131,443.58	392,014.39	-64,478.06	-250,000.00	208,979.91
21-R&B #1, TexPool Invest.	147,533.85	17.94	0.00	250,000.00	397,551.79
21-R&B #1 Fund Totals:	278,977.43	392,032.33	-64,478.06	0.00	606,531.70
22-R&B #2	142,429.05	410,160.82	-83,765.48	-250,000.00	218,824.39
22-R&B #2, TexPool Invest.	133,655.30	16.75	0.00	250,000.00	383,672.05
22-R&B #2 Fund Totals:	276,084.35	410,177.57	-83,765.48	0.00	602,496.44
23-R&B #3	142,528.56	384,828.24	-66,544.96	-250,000.00	210,811.84
23-R&B #3, TexPool Invest	159,832.08	18.96	0.00	250,000.00	409,851.04
23-R&B #3 Fund Totals:	302,360.64	384,847.20	-66,544.96	0.00	620,662.88
24-R&B #4	146,603.86	403,363.53	-62,409.54	-250,000.00	237,557.85
24-R&B #4, TexPool Invest	68,082.74	11.26	0.00	250,000.00	318,094.00
24-R&B #4 Fund Totals:	214,686.60	403,374.79	-62,409.54	0.00	555,651.85
25-Health Private	55,390.88	11,388.88	-2,062.24		64,717.52
26-State Health Services	-115,439.01	88,552.65	-32,826.08		-59,712.44
27-Hunt County Grants	13,156.28	4,031.80	-5,822.84		11,365.24
68-JP, DDC Fee Fund	129,759.91	722.80	-23.98		130,458.73
71-DC Record Management	9,552.11	310.00	-1,526.25		8,335.86
70-Voter Admin 19	0.00	0.00	0.00		0.00
74-Elections Special	38,874.01	0.00	0.00		38,874.01
75-CA-DWI	3,933.97	303.99	0.00		4,237.96
81-CC Rec Mgt Preservation	94,936.07	9,598.56	-2,893.75	0.00	101,640.88
81-CC Rec Mgt Pr. TexPool	55,325.60	4.63	0.00	0.00	55,330.23
81-CC RMP Fund Totals:	150,261.67	9,603.19	-2,893.75	0.00	156,971.11
82-Courthouse Security	49,992.05	2,030.71	-2,498.44		49,524.32
83-Justice Court Sec.	421,497.36	1,999.63	-452.05		423,044.94

**Hunt County Treasurer
Monthly Report
January 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	21,704.00	423.00	0.00		22,127.00
85-Co & District Court Techn	5,729.80	171.76	0.00		5,901.56
86-County Record Preserval	39,993.46	1,000.00	-12.52		40,980.94
87-Justice Court Technolog	179,831.82	1,981.67	-2,150.24		179,663.25
88-County Clerk Archive	72,415.56	6,015.00	0.00		78,430.56
89-County Record Mgt Pres	29,312.54	2,205.47	-2,440.51		29,077.50
91-LEOSE	19,999.83	0.00	0.00		19,999.83
95-Juv Prob. Center Fund	369,693.96	513,827.11	-99,815.54		783,705.53
96-Juv Prob "A-Z" Grant	84,079.84	51,283.76	-45,637.80		89,725.80
97-Juv Prob Title IV E Fund	2,069.51	1.40	-155.16		1,915.75
97-Juv Prob Title IV Texpool	17,774.82	1.51	0.00		17,776.33
97-Juv Prob Fund Totals:	19,844.33	2.91	-155.16		19,692.08
50-Debt Service (I&S)	519,641.62	351,667.30	0.00	-300,000.00	571,308.92
50-Debt Service TexPool Inv	282,256.46	25,678.04	-25,647.72	300,000.00	582,286.78
50-Debt Service Fund Totals	801,898.08	377,345.34	-25,647.72		1,153,595.70
61-Right of Way	253.95	0.00	0.00		253.95
61-Right of Way, TexPool Inv	63,704.22	5.33	0.00	0.00	63,709.55
61-Right of Way Fund Totals:	63,958.17	5.33	0.00		63,963.50
Total of Funds:	11,413,970.32	9,706,220.31	2,963,139.85	0.00	18,157,050.78

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
2005 Refunding Bond	6,805,000.00	0.00	6,805,000.00	09/30/2019
Reserve Compter Upgrade '08	25,593.30	-2,544.52	23,048.78	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	140,930.13	-22,932.25	117,997.88	05/14/2014
Totals:	7,288,715.26	-25,476.77	7,263,238.49	

Debt balance does not reflect interest due for balance of debt.

2013			TexPool	Tex Star	Chase	Retiree	InWood-CD
January			0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							
Average Rate:			0.0986%	0.1103%	0.1500%	0.1500%	0.7500%

2012			TexPool	Tex Star	Chase	InWood-CD
January			0.0875%	0.0902%	0.1500%	1.0000%
February			0.0903%	0.0986%	0.1500%	1.0000%
March			0.1150%	0.1148%	0.1500%	1.0000%
April			0.1110%	0.1098%	0.1500%	1.0000%
May			0.1246%	0.1273%		
June			0.1395%	0.1379%	0.1500%	1.0000%
July			0.1316%	0.1359%	0.1500%	1.0000%
August			0.1313%	0.1326%	0.1500%	1.0000%
September			0.1572%	0.1574%	0.1500%	1.0000%
October			0.1657%	0.1746%	0.1500%	0.7500%
November			0.1564%	0.1720%	0.1500%	0.7500%
December			0.1506%	0.1647%	0.1500%	0.7500%
Average Rate:			0.1301%	0.1347%	0.1500%	0.9318%

2011			TexPool	Tex Star	Chase	InWood-CD
January			0.1587%	0.1637%	0.2200%	1.6500%
February			0.1470%	0.1476%	0.2100%	1.6500%
March			0.1461%	0.1408%	0.2000%	1.6500%
April			0.1122%	0.1108%	0.2000%	1.6500%
May			0.0838%	0.0863%	0.2000%	1.6500%
June			0.0793%	0.0889%	0.2000%	1.6500%
July			0.0665%	0.0746%	0.2000%	1.6500%
August			0.0851%	0.0940%	0.2000%	1.6500%
September			0.0929%	0.0906%	0.1700%	1.6500%
October			0.0839%	0.0807%	0.1700%	1.6500%
November			0.1080%	0.0973%	0.1700%	1.0000%
December			0.8100%	0.0182%	0.1700%	1.0000%
Average Rate:			0.1645%	0.0995%	0.1925%	1.5417%

12,669

**Delores Shelton, CIO, CCT
Hunt County Treasurer**

FY 11: Monthly Report, February 2013

FILED FOR RECORD
at 10:15 o'clock 4 M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By J. Shelton

The Treasurers' Monthly Report includes money received and disbursed as well as funds invested and debt due by Hunt County. The Treasurer's Books and the Auditor's General Ledger agree. The Bank Statements have been reconciled and approved by the County Auditor.

This affidavit must state the amount of cash and other assets that are in the custody of the county treasurer at the time of the examination. (LGC 114.026) **Month End Balance: \$22,445,278.29**

Therefore, Delores Shelton, County Treasurer of Hunt County, Texas, who being fully sworn, upon oath says that the within and foregoing report is true and correct to the best of her knowledge.

This report will be filed with accompanying reports this 26 day of March, 2013.

Delores Shelton
Delores Shelton, Hunt County Treasurer

Commissioners' Court having compared and examined the Treasurer's Report as presented and subject to independent auditor's review, certify the report to be correct and therefore request it be filed with the official minutes of this meeting. LGC 114.026(c)

John L. Horn
John L. Horn, Hunt County Judge

Eric Evans
Eric Evans, Pct #1

Jay Atkins
Jay Atkins, Commissioner, Pct 2

Phillip A. Martin
Phillip Martin, Commissioner, Pct #3

Jim Latham
Jim Latham, Pct 4

**Hunt County Treasurer
Monthly Report
February 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
10-GENERAL	3,428,439.13	5,991,448.92	-1,906,049.77	-6,000,000.00	1,513,838.28
10-Chase Investment	7,526,536.95	1,388.85	0.00	6,000,000.00	13,527,925.80
10-Chase Retirement	153,118.02	15.66	-35,705.88	0.00	117,427.80
10-TexPool Investment	145,972.32	10.45	0.00	0.00	145,982.77
10-TexStar Investment	216,628.32	16.53	0.00	0.00	216,644.85
10-InWood Nat'l Bank CD	545,066.61	347.20	0.00	0.00	545,413.81
10-TexPool Investment,Jail	581,087.24	41.70	0.00	0.00	581,128.94
10-General Fund Totals:	12,596,848.59	5,993,269.31	-1,941,755.65	0.00	16,648,362.25
20-Law Library	13,296.84	3,990.00	-5,646.49		11,640.35
21-R&B #1	208,979.91	307,719.79	-76,201.88	-380,000.00	60,497.82
21-R&B #1, TexPool Invest.	397,551.79	47.98	0.00	380,000.00	777,599.77
21-R&B #1 Fund Totals:	606,531.70	307,767.77	-76,201.88	0.00	838,097.59
22-R&B #2	218,824.39	366,671.87	-139,414.58	-400,000.00	46,081.68
22-R&B #2, TexPool Invest.	383,672.05	45.77	0.00	400,000.00	783,717.82
22-R&B #2 Fund Totals:	602,496.44	366,717.64	-139,414.58	0.00	829,799.50
23-R&B #3	210,811.84	352,496.08	-88,730.52	-420,000.00	54,577.40
23-R&B #3, TexPool Invest	409,851.04	48.37	0.00	420,000.00	829,899.41
23-R&B #3 Fund Totals:	620,662.88	352,544.45	-88,730.52	0.00	884,476.81
24-R&B #4	237,557.85	317,215.36	-99,328.71	-400,000.00	55,444.50
24-R&B #4, TexPool Invest	318,094.00	43.72	0.00	400,000.00	718,137.72
24-R&B #4 Fund Totals:	555,651.85	317,259.08	-99,328.71	0.00	773,582.22
25-Health Private	64,717.52	1,926.52	-4,641.37		62,002.67
26-State Health Services	-59,712.44	10,188.34	-35,377.25		-84,901.35
27-Hunt County Grants	11,365.24	8,185.14	-4,466.46		15,083.92
68-JP, DDC Fee Fund	130,458.73	485.10	0.00		130,943.83
71-DC Record Management	8,335.86	382.50	-1,747.99		6,970.37
70-Voter Admin 19	0.00	0.00	0.00		0.00
74-Elections Special	38,874.01	0.00	-3,200.00		35,674.01
75-CA-DWI	4,237.96	286.70	0.00		4,524.66
81-CC Rec Mgt Preservation	101,640.88	9,113.52	-2,225.63	-80,000.00	28,528.77
81-CC Rec Mgt Pr. TexPool	55,330.23	9.14	0.00	80,000.00	135,339.37
81-CC RMP Fund Totals:	156,971.11	9,122.66	-2,225.63	0.00	163,868.14
82-Courthouse Security	49,524.32	2,167.47	-2,526.95		49,164.84
83-Justice Court Sec.	423,044.94	2,291.63	-437.80		424,898.77

**Hunt County Treasurer
Monthly Report
February 2013**

Hunt County Funds	Beginning Balance	Money Received	Money Disbursed	Transfer In/Out Investment	Month End Balance
84-District Clerk Archive	22,127.00	552.00	0.00		22,679.00
85-Co & District Court Techni	5,901.56	136.93	0.00		6,038.49
86-County Record Preserval	40,980.94	1,141.00	-563.64		41,558.30
87-Justice Court Technolog	179,663.25	2,270.78	-1,705.74		180,228.29
88-County Clerk Archive	78,430.56	5,835.00	-70,518.25		13,747.31
89-County Record Mgt Presi	29,077.50	1,806.46	-965.00		29,918.96
91-LEOSE	19,999.83	0.00	-648.73		19,351.10
95-Juv Prob. Center Fund	783,705.53	34,311.34	-94,213.38		723,803.49
96-Juv Prob "A-Z" Grant	89,725.80	51,283.76	-46,516.84		94,492.72
97-Juv Prob Title IV E Fund	1,915.75	1.40	-155.16		1,761.99
97-Juv Prob Title IV Texpoo	17,776.33	1.25	0.00		17,777.58
97-Juv Prob Fund Totals:	19,692.08	2.65	-155.16		19,539.57
50-Debt Service (I&S)	571,308.92	277,164.34	-995,025.00	250,000.00	103,448.26
50-Debt Service TexPool Inv	582,286.78	29.36	0.00	-250,000.00	332,316.14
50-Debt Service Fund Totals	1,153,595.70	277,193.70	-995,025.00		435,764.40
61-Right of Way	253.95	0.00	0.00		253.95
61-Right of Way, TexPool Inv	63,709.55	4.58	0.00	0.00	63,714.13
61-Right of Way Fund Totals:	63,963.50	4.58	0.00		63,968.08
Total of Funds:	18,310,168.80	7,751,122.51	-3,616,013.02	0.00	22,445,278.29

HUNT COUNTY DEBT

	Mo. Beginning	Payment	Balance Due	Pay Off Date
2005 Refunding Bond	6,805,000.00	-860,000.00	5,945,000.00	09/30/2019
Reserve Compter Upgrade '08	23,048.78	-2,537.23	20,511.55	09/15/2013
Liability Comp Absence	317,191.83	0.00	317,191.83	
Phase II-Johnson Controls	117,997.88	0.00	117,997.88	05/14/2014
Pct 2 Reserve Reclaimer	45,608.05	0.00	45,608.05	
Totals:	7,308,846.54	-862,537.23	6,446,309.31	

Debt balance does not reflect interest due for balance of debt.

2013		TexPool	Tex Star	Chase	Retiree	InWood-CD
January		0.0986%	0.1103%	0.1500%	0.1500%	0.7500%
February		0.0935%	0.0996%	0.1500%	0.1500%	0.7500%
March						
April						
May						
June						
July						
August						
September						
October						
November						
December						
Average Rate:		0.0961%	0.1050%	0.1500%	0.1500%	0.7500%

2012		TexPool	Tex Star	Chase	InWood-CD
January		0.0875%	0.0902%	0.1500%	1.0000%
February		0.0903%	0.0986%	0.1500%	1.0000%
March		0.1150%	0.1148%	0.1500%	1.0000%
April		0.1110%	0.1098%	0.1500%	1.0000%
May		0.1246%	0.1273%		
June		0.1395%	0.1379%	0.1500%	1.0000%
July		0.1316%	0.1359%	0.1500%	1.0000%
August		0.1313%	0.1326%	0.1500%	1.0000%
September		0.1572%	0.1574%	0.1500%	1.0000%
October		0.1657%	0.1746%	0.1500%	0.7500%
November		0.1564%	0.1720%	0.1500%	0.7500%
December		0.1506%	0.1647%	0.1500%	0.7500%
Average Rate:		0.1301%	0.1347%	0.1500%	0.9318%

2011		TexPool	Tex Star	Chase	InWood-CD
January		0.1587%	0.1637%	0.2200%	1.6500%
February		0.1470%	0.1476%	0.2100%	1.6500%
March		0.1461%	0.1408%	0.2000%	1.6500%
April		0.1122%	0.1108%	0.2000%	1.6500%
May		0.0838%	0.0863%	0.2000%	1.6500%
June		0.0793%	0.0889%	0.2000%	1.6500%
July		0.0665%	0.0746%	0.2000%	1.6500%
August		0.0851%	0.0940%	0.2000%	1.6500%
September		0.0929%	0.0906%	0.1700%	1.6500%
October		0.0839%	0.0807%	0.1700%	1.6500%
November		0.1080%	0.0973%	0.1700%	1.0000%
December		0.8100%	0.0182%	0.1700%	1.0000%
Average Rate:		0.1645%	0.0995%	0.1925%	1.5417%

12, 613

**INTERLOCAL AGREEMENT
BETWEEN HUNT COUNTY AND CITY OF HAWK COVE**

at 10:20 o'clock 11 M
FILED FOR RECORD

MAR 26 2013

JENNIFER LINDENZWEIG
By County Clerk, Hunt County, TX

This agreement is made this 12th day of March, 2013 between Hunt County and City of Hawk Cove.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code: and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract;

I.

The City of Hawk Cove, hereby makes, constitutes and appoints Hunt County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Hunt County will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to Hunt County. Upon receipt of request, Hunt County will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), Hunt County will forward a copy of the letter and appropriate Annual Contract to the requesting entity. The City of Hawk Cove, Texas agrees that Hunt County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Hunt County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

The City of Hawk Cove, Texas, agrees that all specifications for selected items shall be as determined by Hunt County.

III.

The City of Hawk Cove, Texas, agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the City of Hawk Cove, Texas directly for all items purchased, and shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

Dwain Moore, is hereby designated as the official representative to act for the City of Hawk Cove, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

HUNT COUNTY

(Entity) City of Hawk Cove

BY

Dwain Moore

BY

Jeanne Smith

TITLE

Mayor

TITLE

City Secretary

DATE

3/4/13

DATE

3/6/13

John J. [Signature]
Hunt County Judge

3/25/2013

12,673

**INTERLOCAL AGREEMENT
BETWEEN HUNT COUNTY AND CITY OF LONE OAK**

FILED FOR RECORD
at 10:20 o'clock A M

MAR 26 2013

JENNIFER LINDENZWEIG
By County Clerk, HUNT COUNTY, TX

This agreement is made this 12th day of March, 2013 between Hunt County, Texas and City of Lone Oak.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code: and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services performed under this contract;

I.

The City of Lone Oak, hereby makes, constitutes and appoints Hunt County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Hunt County will maintain a listing of Annual Contracts which are available for local entities use. To utilize one or more of these contracts, local entities must request authorization, in writing, to Hunt County. Upon receipt of request, Hunt County will send a form letter to the appropriate vendor(s) for their approval and signature. Upon receipt of authorizing letter from the vendor(s), Hunt County will forward a copy of the letter and appropriate Annual Contract to the requesting entity. The City of Lone Oak, Texas agrees that Hunt County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Hunt County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

The City of Lone Oak, Texas, agrees that all specifications for selected items shall be as determined by Hunt County.

III.

The City of Lone Oak, Texas, agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill the City of Lone Oak, Texas directly for all items purchased, and shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

NEIL DENT, is hereby designated as the official representative to act for the City of Lone Oak, Texas in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

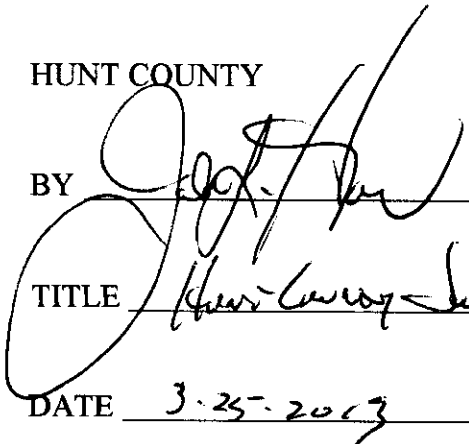
This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

HUNT COUNTY

(Entity) City of Lone Oak

BY



BY



TITLE

Neil Dent

TITLE

Alderman, Acting Mayor

DATE

3-25-2013

DATE

11 MAR 13

HUNT COUNTY
BID AWARD
FORMAL BID NO. 099-13, PREMIX OIL AND SAND
 Effective 4/13/13 through 4/12/14

12,674
 at 10 FILED FOR RECORD
 MAR 2013
 PUBLIC WORKS DEPARTMENT
 PO BOX 10000
 PARIS, TX 75661

PRECINCT	VENDOR	PRICE PER TON DELIVERED	PRICE PER TON UNDELIVERED	Point of Delivery
One	Richard Drake	\$71.60	\$60.90	CR 12530, Paris, TX
One	R.K. Hall Const.	\$63.37	\$57.37	Hwy 224, Greenville, TX
One	Wood County Asphalt	NO BID	NO BID	
One	Heartland Asphalt	NO BID	NO BID	
Two	Richard Drake	\$71.60	\$60.90	CR 12530, Paris, TX
Two	R.K. Hall Const.	\$63.37	\$57.37	Hwy 224, Greenville, TX
Two	Wood County Asphalt	NO BID	NO BID	
Two	Heartland Asphalt	NO BID	NO BID	
Three	Richard Drake	\$71.95	\$60.90	CR 12530, Paris, TX
Three	R.K. Hall Const.	\$63.37	\$57.37	Hwy 224, Greenville, TX
Three	Wood County Asphalt	NO BID	NO BID	
Three	Heartland Asphalt	NO BID	NO BID	
Four	Richard Drake	\$67.75	\$60.90	CR 12530, Paris, TX
Four	R.K. Hall Const.	\$63.37	\$57.37	Hwy 224, Greenville, TX
Four	Wood County Asphalt	NO BID	NO BID	
Four	Heartland Asphalt	NO BID	NO BID	

The Purchasing Department recommends award of this bid to all bidders in accordance with Local Government Code §262.027(e).

**HUNT COUNTY
BID AWARD**

FORMAL BID NO. 100-13, CLEAR SPAN CONCRETE BRIDGES AND BOX CULVERTS

Effective 4/14/13 through 4/13/14

13,675
 ID FILED FOR RECORD
 3-16-2013
 MAR 26 2013
 COUNTY CLERK
 HUNT COUNTY, TEXAS

BRIDGE VENDOR	TWENTY FOOT BRIDGE	THIRTY FOOT BRIDGE	FORTY FOOT BRIDGE	FIFTY FOOT BRIDGE	PROOF OF INSURANCE PROVIDED
Yoder Construction	\$38,843	\$47,762	\$53,750	\$66,700	On File
BOX CULVERT VENDOR					
	7 x 10 x 24 Single	7 x 10 x 24 Double	9 x 10 x 24 Double	10 x 10 x 24 Triple	PROOF OF INSURANCE PROVIDED
Yoder Construction	\$32,000	\$39,100	\$43,000	\$56,100	On File

The Hunt County Purchasing Department recommends award of this bid to Yoder Construction the lowest and best bidder.

HUNT COUNTY
BID AWARD

FORMAL BID NO. 101-13, ROAD OIL and EMULSION FOR SEAL COAT
Effective 4/23/13 through 4/22/14

12,676
at 10:20 AM FILED FOR RECORD
at 10:20 AM of clock
MAR 26 2013
HUNT COUNTY CLERK
K. S. BROWN

VENDOR	Bryan & Bryan	Bryan & Bryan	Ergon	Ergon	EP&A Envirotac	EP&A Envirotac
PRODUCT	PRICE per Ton Delivered to all Precincts	PRICE per Ton Picked Up for all Precincts	PRICE per Barrel Delivered	PRICE per Barrel Picked Up	PRICE per Tote Picked Up	PRICE per Tote Picked Up
Road Oil	\$610.00	\$605.00	No Bid	No Bid	No Bid	No Bid
Pick-up Point		8612 FM 2276 North, Henderson				
Proof of Insurance	Yes		Yes	Yes	Yes	Yes
VENDOR	Ergon Asphalt & Emulsions	Ergon Asphalt & Emulsions	Bryan & Bryan	Bryan & Bryan	EP&A Envirotac	EP&A Envirotac
PRODUCT	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up	PRICE per Gallon Delivered	PRICE per Gallon Picked Up
CRS-1P, Pct 1	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-1P, Pct 2	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-1P, Pct 3	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-1P, Pct 4	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2P, Pct 1	\$2.9949	\$2.85	No Bid	No Bid	No Bid	No Bid
CRS-2P, Pct 2	\$2.9920	\$2.85	No Bid	No Bid	No Bid	No Bid
CRS-2P, Pct 3	\$2.9920	\$2.85	No Bid	No Bid	No Bid	No Bid
CRS-2P, Pct 4	\$2.9891	\$2.85	No Bid	No Bid	No Bid	No Bid

HUNT COUNTY
BID AWARD

FORMAL BID NO. 101-13, ROAD OIL and EMULSION FOR SEAL COAT
Effective 4/23/13 through 4/22/14

CRS-2/2H, Pct. 1	\$2.4649	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2/2H, Pct. 2	\$2.4620	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2/2H, Pct. 3	\$2.4620	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CRS-2/2H, Pct. 4	\$2.4591	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1, Pct. 1	\$3.1170	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1, Pct. 2	\$3.1010	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1, Pct. 3	\$3.1010	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
CSS-1, Pct. 4	\$3.0851	\$2.32	No Bid	No Bid	No Bid	No Bid	No Bid
AE-P, Pct. 1	\$3.3949	\$3.25	No Bid	No Bid	No Bid	No Bid	No Bid
AE-P, Pct. 2	\$3.3920	\$3.25	No Bid	No Bid	No Bid	No Bid	No Bid
AE-P, Pct. 3	\$3.3920	\$3.25	No Bid	No Bid	No Bid	No Bid	No Bid
AE-P, Pct. 4	\$3.3891	\$3.25	No Bid	No Bid	No Bid	No Bid	No Bid
Pick Up Point	209 Robert Nance Rd Mount Pleasant, TX						
Envirotac II, Pct. 1	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,000.00	\$920.00
Envirotac II, Pct. 2	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,000.00	\$920.00
Envirotac II, Pct. 3	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,000.00	\$920.00
Envirotac II, Pct. 4	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,000.00	\$920.00
Pick Up Point							Covington, GA
Ergon- Adds Federal Env Fee \$0.4424/ton asphalt & polymers \$0.00133 Gal Emulsions							

HUNT COUNTY
BID AWARD

FORMAL BID NO. 101-13, ROAD OIL and EMULSION FOR SEAL COAT
Effective 4/23/13 through 4/22/14

Ergon - Delivered load price is based on full transport loads, approximately 5,500 gallons	
Ergon - Demurrage rate is \$80.00 per hour after 2 hours. Pump & Hose chg \$ 80.00 / load	
Ergon - Freight is based on full transport load, even if full load of material is not ordered	
Ergon- Return freight is one-half of the outgoing tariff	
Purchasing Department recommends award to all vendors indicated above.	

#12,686

AIA Document B101™ – 2007

FILED FOR RECORD
at 11:45 o'clock A M

APR 09 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *Jennifer Lindenzweig*

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Thirteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The Honorable Judge Horn
Hunt County Judge
2507 Lee Street, 2nd Floor
Greenville, Texas 75401

and the Architect:
(Name, legal status, address and other information)

ARCHITEXAS - Architecture, Planning and Historic Preservation, Inc.
1907 Marilla Street
Dallas, Texas 75201
Telephone Number: (214) 748-4561
Fax Number: (214) 748-4241

for the following Project:
(Name, location and detailed description)

Hunt County Courthouse Exterior Stair Restoration
The project involves repairs and partial restoration of the Hunt County Courthouse as defined by the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 1995. The project is being undertaken to correct problems that have arisen due to prolonged moisture infiltration into the stair and side wall construction as noted in the structural assessment report conducted by Jaster-Quintanilla in June of 2012. The Hunt County Courthouse is a historic courthouse subject to the Texas Courthouse Law (Texas Government Code, Title 4, Chapter 442, Section 442.008) and must be submitted to the Texas Historical Commission (THC) for review of work. We will prepare your documents in conformance with all legal requirements of THC review and approval.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Int.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

| See Attachment A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| Estimated June 2013

.2 Substantial Completion date:

| Estimated October 2013

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

Int.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

\$ 1,000,000.00 Each Occurrence
\$ 2,000,000.00 Aggregate

(b) Property Damage:

\$ 1,000,000.00 Each Occurrence
\$ 2,000,000.00 Aggregate

(c) Products and Completed Operations to be maintained for two years after final payment:

\$ 2,000,000.00 Aggregate

(d) Property Damage Liability Insurance shall provide X, C and U coverage.

(e) Broad Form Property Damage Coverage shall include Completed Operations.

(f) Coverage to be extended to include the interests of the Architect and his consultants

.2 Automobile Liability

Business Auto Liability (including owned, non-owned and hired vehicles):

(a) Bodily Injury:

\$ 500,000.00 Each Person
\$ 500,000.00 Each Occurrence

(b) Property Damage:

\$ 250,000.00 Each Occurrence

.3 Workers' Compensation

(a) State: Statutory

(b) Applicable Federal: Statutory

(c) Employer's Liability:

\$ 500,000.00 per Accident
\$ 500,000.00 Disease, Policy Limit
\$ 500,000.00 Disease, Each Employee

.4 Professional Liability

Architect's and Engineer's professional liability insurance coverage with minimum \$500,000.00 per claim prior to the start of construction, and \$1,000,000.00 limit per claim following the start of construction

Init.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include structural engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 INVESTIGATION PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall meet with Owner's representative to review conditions and determine scope of corrective work that will be completed within project budget.

§ 3.2.4 The Architect shall prepare Project Base Documents. Preparation of project base documents generated from existing CAD files, historic drawings, and/or field measurements as a complete set of "as-built" CAD drawings.

§ 3.2.5 The Architect shall provide Historical research.

(Paragraphs deleted)

§ 3.2.6 The Architect shall provide Government Agency Review. The Architect will review local building codes, ADA requirements, and historic designation requirements with the Texas Historical Commission that will have an influence on the restoration work.

§ 3.2.7 The Owner shall provide Site survey (with existing utility, topographic, and property line information),

Geotechnical Report, Hazardous Material Report (report with additional testing if deemed necessary).

§ 3.2.8 Includes one (1) site visit during Investigation Phase.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES- DELETED

(Paragraphs deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 The Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the Investigation Phase Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Construction Manager ; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.5 The Architect shall prepare a set of bidding/ construction documents setting forth in detail all of the requirements for restoration of the exterior stairs. The construction documents will include Drawings and Specifications that establish in detail the scope of work and quality levels of materials and systems required.

§ 3.4.6 The Architect shall submit Construction Documents to the Texas Historical Commission for review and approval.

§ 3.4.7 The Architect shall assist the County in the release of the Construction Documents to qualified contractors.

§ 3.4.8 Includes one (1) site visit during Construction Document Phase.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

Following the Owner's approval of the Construction Documents, the Project Construction Manager shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction. The Architect will assist in the review of competitive bids and in the review of the contract for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Construction Manager shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.23 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS – DELETED

(Paragraphs deleted)

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work.

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

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO PROJECT CONSTRUCTION MANAGER

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The

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Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	NOT PROVIDED	
§ 4.1.2 Multiple preliminary designs	NOT PROVIDED	
§ 4.1.3 Measured drawings	BASIC	
§ 4.1.4 Existing facilities surveys	BASIC	
§ 4.1.5 Site Evaluation and Planning (B203™ 2007)	NOT PROVIDED	
§ 4.1.6 Building information modeling	NOT PROVIDED	

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§ 4.1.7	Civil engineering	NOT PROVIDED	
§ 4.1.8	Landscape design	NOT PROVIDED	
§ 4.1.9	Architectural Interior Design (B252™-2007)	NOT PROVIDED	
§ 4.1.10	Value Analysis (B204™-2007)	NOT PROVIDED	
§ 4.1.11	Detailed cost estimating	NOT PROVIDED	
§ 4.1.12	On-site project representation	NOT PROVIDED	
§ 4.1.13	Conformed construction documents	NOT PROVIDED	
§ 4.1.14	As-Designed Record drawings	NOT PROVIDED	
§ 4.1.15	As-Constructed Record drawings	NOT PROVIDED	
§ 4.1.16	Post occupancy evaluation	NOT PROVIDED	
§ 4.1.17	Facility Support Services (B210™-2007)	NOT PROVIDED	
§ 4.1.18	Tenant-related services	NOT PROVIDED	
§ 4.1.19	Coordination of Owner's consultants	BASIC	
§ 4.1.20	Telecommunications/data design	NOT PROVIDED	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	NOT PROVIDED	
§ 4.1.22	Commissioning (B211™-2007)	NOT PROVIDED	
§ 4.1.23	Extensive environmentally responsible design	NOT PROVIDED	
§ 4.1.24	LEED [®] Certification (B214™-2007)	NOT PROVIDED	
§ 4.1.25	Fast-track design services	NOT PROVIDED	
§ 4.1.26	Historic Preservation (B205™-2007)	BASIC	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	NOT PROVIDED	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED[®] certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or Construction Manager s;
- .5 Preparing digital data for transmission to the Owner's consultants and Construction Manager s, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

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.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Construction Manager
- .2 Seven (7) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

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contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

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

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Construction Manager and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include Construction Manager's general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Construction Manager's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Construction Manager shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems

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and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Construction Manager's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Construction Manager shall provide such services as an Additional Service.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate Construction Manager s, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the Construction Manager, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager s, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

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

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Init.

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

§ 8.3 ARBITRATION – DELETED

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

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

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201 2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and Construction Managers whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Lump Sum Fee of Seventy Eight Thousand Five Hundred Dollars (\$78,500.00) paid pursuant to Article 11.10

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Senior Principal	\$ 180.00
Principal	150.00
Senior Architect/Designer	110.00
Senior Historic Preservation Specialist	110.00
Architect/Designer	100.00
Intern Architect/Designer	75.00
Intern Historic Preservation Specialist	75.00
Administrative	60.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for additional services shall be invoiced an hourly basis at the following rates:

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User Notes:

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Senior Principal	\$ 180.00
Principal	150.00
Senior Architect/Designer	110.00
Senior Historic Preservation Specialist	110.00
Architect/Designer	100.00
Intern Architect/Designer	75.00
Intern Historic Preservation Specialist	75.00
Administrative	60.00

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus a multiple of one-point-one (1.1), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Investigation Phase <i>(Row deleted)</i>	Nineteen percent (15,000.00)
Construction Documents Phase <i>(Row deleted)</i>	Forty-five percent (35,300.00)
Construction Phase	Thirty-six percent (28,200.00)
Total Basic Compensation	one hundred percent (\$ 78,500.00)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses

(Paragraphs deleted)

necessary to perform Basic Services are included in the lump sum fee.

(Paragraph deleted)

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

12.00 % per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Construction Manager s for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Indemnification

12.1.1 The Owner and the Architect shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

12.1.2 The Owner and the Architect shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Owner.

§12.2 Certifications

Guarantees and Warranties: The Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Architect cannot ascertain.

§12.3 Information Provided By Others

The Owner shall furnish, at the Owners expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owners consultants and Construction Manager s.

§ 12.4 Equitable Adjustment Upon Suspension of Services

The equitable adjustment to the Architect's compensation as required by Paragraph 9.2 shall include but not be limited to all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project, for preparation of documents for storage, maintaining space and equipment pending resumption, orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or new employees because of

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resumption, reacquainting employees with the Project upon resumption and making revisions to comply with Project requirements at the time of resumption.

§ 12.5 Betterment

If, due to the Architect's error, any required item or component of the project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. The Architect will correct the Construction Documents and provide sufficient information for the incorporation of the omitted item or component into the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

§ 12.6 Changed Conditions

If, during the term of the Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this agreement, the Architect may call for renegotiation of appropriate portions of the Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

§ 12.7 Verification of Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, director, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with assumptions made by the Architect as to the existing conditions of the Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Architect.

§ 12.8 Waiver of Claims for Hazardous Materials

In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the presence, or suspected presence, of hazardous materials at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of causes of action of any kind, including but not limited to, negligence, breach of contract, or warranty, either express or implied, strict liability or any other causes against the Architect, its officers, directors, partners, employees or subconsultants (collectively, Architect), which may arise out of or may in any way be connected to the presence of such hazardous materials, expecting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Architect. The Owner acknowledges that the Architect is not and shall not be required to be in any way an "arranger," "operator," or "transporter" of hazardous materials present at or near the Project site, as these terms are defined in applicable federal or state statutes. Work of the Architect should not be implied as a remedy to reduce or remove the existing hazardous materials.

§ 12.9 Proprietary Information

Proprietary Information: All portions of this proposal are considered by the ARCHITEXAS team to be trade secrets and proprietary information which if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

§ 12.10 Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by,

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through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of the Architect's professional liability insurance coverage, whichever is greater.

§ 12.11 The Owner agrees to ADD THE FOLLOWING LANGUAGE TO THE AIA OR OTHER AGREEMENT BETWEEN THE OWNER AND CONSTRUCTION MANAGER for this project, and to pay the Architect and their Consultants for additional work related to services stated below:

ARCHITEXAS ADDITIONAL GENERAL CONDITIONS – Administration of the Contract – Add Subparagraph 12.11.2:

12.11.2 Architect's Additional Services;

12.11.2 The Architect and his consultants will receive additional compensation for work performed under the following circumstances.

- .1 Review of Construction Manager or subcontractor's submittals out of sequence from the submittal schedule agreed to by the Architect.
- .2 Responses to the Construction Manager's or subcontractors requests for information where such information is available to the Construction Manager or subcontractors from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Construction Manager or subcontractor-prepared coordination drawings, or prior Project correspondence or documentation.
- .3 Change Order and Construction Change Directives requiring evaluation of proposals, including revisions to the Contract Documents.
- .4 Providing consultation concerning replacement or repair of Work, resulting from fire, water damage, or other cause during construction, if the or other cause is the result of actions by the Construction Manager or its subcontractors in connection with the Work.
- .5 Evaluations of substitutions submitted by the Construction Manager or Subcontractor, and making subsequent revisions to the Contract Documents resulting therefrom.
- .6 Submittal review in excess of the original submittal and one re-submittal.
- .7 Review of mock-ups in excess of the original submittal, unless additional mock-ups are required by the Architect.
- .8 Review and documentation of defective or nonconforming work due to the Construction Manager's or any subcontractor's failure to comply with Contract Document requirements.
- .9 Services provided after the original Substantial Completion date if delay of Substantial Completion was caused by actions of the Construction Manager or any Subcontractor.
- .10 Substantial or Final Completion inspections in excess of two inspections.
- .11 Additional bidding services required to:
 - a. Re-bid Work that has already been bid.
 - b. Qualify additional subcontractors after the initial bidding period.
 - c. Re-bid any bid packages due to the subcontractor bids exceeding the Construction Manager's estimate that was established prior to bidding.
- .12 Required revisions to the Construction Documents after the initial bidding period due to the bids exceeding the Owner's budget unless outside the Construction Manager's control due to market condition changes that can be substantiated between the date of the Construction Manager's final cost estimate and the bid due date.
- .13 Change Order and Construction Change Directive requiring evaluation of proposals, including revisions of the Contract Documents where changes are due to defective or non-conforming Work by the Construction Manager or its subcontractors in connection with the Work.
- .14 Evaluation of an extensive number of claims by the Construction Manager or any subcontractor in connection with the Work.

The Owner will compensate the Architect and his consultants for additional time and expenses related to any of the above services, and will deduct the amount of such services from the Construction Manager's Contract Sum by

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Change Order. Additional services will be performed after notification to the Construction Manager that services of the Architect are required due to circumstances identified above. The Architect's Additional Services will be calculated at the following rates:

Senior Principal	\$	180.00
Principal		150.00
Senior Architect/Designer		110.00
Senior Historic Preservation Specialist		110.00
Architect/Designer		100.00
Intern Architect/Designer		75.00
Intern Historic Preservation Specialist		75.00
Administrative		60.00

§ 12.12 CONSTRUCTION MANAGER AT RISK

- 12.12.1 If Owner engages a Construction Manager at risk as the means of project procurement, then all provisions of Article 12.12 apply.
- 12.12.2 At intervals agreeable to the Owner and Project Construction Manager, the Architect shall provide progress drawings, specifications and other documents for the Owner's and Construction Manager's information and review.
- 12.12.3 The Architect shall review the Owner's Project budget, preliminary estimates of Construction Cost or detailed estimates of Construction Cost prepared by the Project Construction Manager solely for guidance in the Architect's preparation of the Construction Documents. Accordingly, the Architect cannot and does not warrant the accuracy of the estimates of the Project Construction Manager, or warrant or represent that bids or negotiation prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared by the Project Construction Manager.
- 12.12.4 The limit of Construction Cost established as a condition of this Agreement is approximately \$650,000.00. In the event that the Project Construction Manager's estimate or the lowest bona fide bid or negotiated proposal received by the Owner exceeds the Owner's budget for reasons other than those established in this Agreement, the modification of the Contract Documents, if required, shall entitle the Architect to additional compensation under the terms of this Agreement, whether or not the Construction Phase is commenced.

§ 12.13 CONSTRUCTION MANAGER

All references to the Project Construction Manager in this AIA Agreement and Attachment "A" are intended only for clarification of the rights and responsibilities of the Owner and Architect respectively. The Project Construction Manager is not a third party beneficiary under any provision in this AIA Agreement or Attachment "A".

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

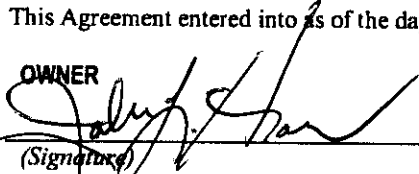
- .2 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

ATTACHMENT A

init.

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

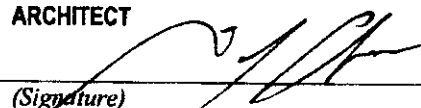
OWNER



(Signature)
The Honorable John Horn Hunt County Judge

(Printed name and title)

ARCHITECT



(Signature)
David Chase Principal

(Printed name and title)

Init.



ARCHITEXAS

10000 Katy Road, Suite 1000 Houston, Texas 77058-4000 Phone: 281.460.1000 Fax: 281.460.1001

ATTACHEMENT A

February 4, 2013

The Honorable John Horn
Hunt County Judge
2507 Lee Street, 2nd Floor
Greenville, Texas, 75401

**Re: Hunt County Courthouse
Exterior Stair Restoration**

Dear Judge Horn:

ARCHITEXAS (AT) is pleased to submit this proposal for historic preservation and architectural services for the restoration of the exterior monumental entry stairs at the historic Hunt County Courthouse in Greenville, Texas. The project involves repairs and partial restoration of the Hunt County Courthouse as defined by the Secretary of the Interior's *Standards for the Treatment of Historic Properties*, 1995. The project is being undertaken to correct problems that have arisen due to prolonged moisture infiltration into the stair and side wall construction as noted in the structural assessment report conducted by Jaster-Quintanilla in June of 2012.

The Hunt County Courthouse is a historic courthouse subject to the Texas Courthouse Law (Texas Government Code, Title 4, Chapter 442, Section 442.008) and must be submitted to the Texas Historical Commission (THC) for review of work. We will prepare your documents in conformance with all legal requirements of THC review and approval.

SCOPE OF SERVICES

AT will provide the following services:

Task 1 Investigation

- Meet with Owner's representative to review conditions and determine scope of corrective work that will be completed within project budget.
- Project Base Documents:
Preparation of project base documents generated from existing CAD files, historic drawings, and/or field measurements as a complete set of "as-built" CAD drawings.
- Historical research
- Government Agency Review:
AT will review local building codes, ADA requirements, and historic designation requirements with the Texas Historical Commission that will have an influence on the restoration work.

- Documentation to be provided by Owner:
 - Site survey (with existing utility, topographic, and property line information)
 - Geotechnical Report
 - Hazardous Material Report (report with additional testing if deemed necessary)
- Includes (1) site visit during Task 1

Task 2 Construction Documents

- Prepare a set of bidding/ construction documents setting forth in detail all of the requirements for restoration of the exterior stairs. The construction documents will include Drawings and Specifications that establish in detail the scope of work and quality levels of materials and systems required.
- Submit Construction Documents to the Texas Historical Commission for review and approval.
- Assist the County in the release of the Construction Documents to qualified contractors.
- Includes (1) site visit during Task 2

Task 3 Construction Administration

- Provide bidding & negotiation services to include the following:
 - Attendance at Pre-Bid Conference
 - Assist in obtaining bids or negotiated proposals
 - Assist in preparing contract for restoration / construction between County and selected contractor.
 - Includes (1) site visit during bidding & negotiation
- Provide construction administration services to include the following:
 - Attendance at Pre-construction Conference
 - Shop drawing and sample review
 - Approval of Schedule of Values
 - Response to Contractor Requests for Information (RFI) as needed for clarification
 - Preparation of proposal requests and issuance of Change Orders
 - Site observation, construction meetings and mock-up review concurrent with construction meetings (based on one meeting per month for a 4 month schedule)
 - Approval of Applications for Payment
 - Punch list, final review of the work
 - Project Closeout collection and review from Contractor
 - Prepare Completion Report
 - Includes (7) site visits during construction administration

PROJECT SCHEDULE

AT proposes to provide the following schedule for project services:

Task 1 Investigation	1 month
Task 2 Construction Documents	2 months
Task 3 Construction Administration	4 months

COMPENSATION

Compensation for Tasks 1-3 will be a fixed professional fee as follows. Reimbursable expenses necessary to perform Basic Services are included in the lump sum fee amount.

Architectural	\$ 46,000.00
Task 1 Investigation	\$ 9,000.00
Task 2 Construction Documents	\$ 20,000.00
Task 3 Construction Administration	\$ 17,000.00
Structural	\$ 31,500.00
<u>Specifications</u>	<u>\$ 1,000.00</u>
TOTAL LUMP SUM FEE	\$ 78,500.00

Hourly basis for work other than described in this proposal will be invoiced at the following rates:

Senior Principal	\$ 180.00
Principal	\$ 150.00
Senior Architect/Designer	\$ 110.00
Senior Historic Preservation Specialist	\$ 110.00
Architect/Designer	\$ 100.00
Intern Architect/Designer	\$ 75.00
Intern Historic Preservation Specialist	\$ 75.00
Administrative	\$ 60.00

Thank you for allowing ARCHITEXAS the opportunity to submit this proposal. If this proposal is acceptable, please sign below and we will prepare a contract for professional services listed in this proposal.

Sincerely,

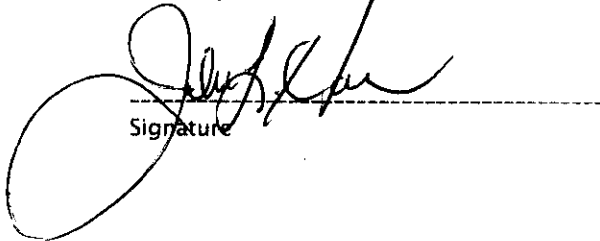


David Chase, AIA
Principal

Authorization

JOHN L. HORN / HUNT COUNTY JUDGE

Authorization by:
(Please print name and title)


Signature

7-9-2013
Date

Terms and Conditions

Additional Services:

Additional services, meetings, consultation and correspondence beyond the scope of work described will be billed on an hourly basis utilizing the rates established in this proposal.

Access To Site:

Unless otherwise stated, ARCHITEXAS will have access to the site for activities necessary for the performance of the services. The Owner acknowledges that some exploratory work may be required to examine concealed conditions and the Owner will be notified of potential areas of work before any work is performed. ARCHITEXAS will take precautions to minimize damage due to exploratory activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Owner and ARCHITEXAS shall be submitted to non-binding mediation. Owner and ARCHITEXAS agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for ARCHITEXAS' services shall be submitted on a monthly basis for services performed to date. Invoices shall be payable within 30 days of receipt. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Owner and ARCHITEXAS shall, to the fullest extent permitted by law, indemnify and hold harmless ARCHITEXAS, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ARCHITEXAS.

Certifications:

Guarantees and Warranties: ARCHITEXAS shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence ARCHITEXAS cannot ascertain.

Termination of Services:

This Agreement may be terminated by the Owner and ARCHITEXAS should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay ARCHITEXAS for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Hazardous Materials Indemnity

The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless ARCHITEXAS, its officers, partners, employees and sub consultant's (collectively, Master Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action,

except for the sole negligence or willful misconduct of ARCHITEXAS.

Information Provided By Others

The Owner shall furnish, at the Owners expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. ARCHITEXAS may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. ARCHITEXAS shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owners consultants and contractors.

Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or ARCHITEXAS. ARCHITEXAS' services under this Agreement are being performed solely for the Owners benefit, and no other party or entity shall have any claim against ARCHITEXAS because of this Agreement or the performance or nonperformance of services hereunder. The Owner and ARCHITEXAS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultant's, vendors and other entities involved in this Project to carry out the intent of this provision.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the ARCHITEXAS, their respective officers, directors, partners, employees, contractors or subconsultant's shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Owner and ARCHITEXAS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Limitation of Liability

To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of \$45,000 whichever is greater.

Proprietary Information

Proprietary Information: All portions of this proposal are considered by the ARCHITEXAS team to be trade secrets and proprietary information which if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

Danny Duncan
Duncan Rental Properties

P.O. Box 1328
Commerce, TX 75428

12,689

FILED FOR RECORD
at 11:24 o'clock # M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *J. Lewis*

MARCH 21st

March 18, 2013

Hunt County Commissioners Court
ATTN: Jimmy Hamilton
2501 Lee Street
Greenville, TX 75401

RECEIVED
3-26-2013
11:33 AM *[Signature]*

Facility expense: 3300 Joe Ramsey Blvd., Greenville, TX

For expenditures from 2/1/2012 to 12/31/2012 \$12,500.

on-going expenses
while waiting for lease to be executed

Danny Duncan

12,686

FILED FOR RECORD
at 11:45 o'clock A M

APR 09 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, Tex.
By *[Signature]*

AIA[®] Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Thirteen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

The Honorable Judge Horn
Hunt County Judge
2507 Lee Street, 2nd Floor
Greenville, Texas 75401

and the Architect:

(Name, legal status, address and other information)

ARCHITEXAS - Architecture, Planning and Historic Preservation, Inc.
1907 Marilla Street
Dallas, Texas 75201
Telephone Number: (214) 748-4561
Fax Number: (214) 748-4241

for the following Project:

(Name, location and detailed description)

Hunt County Courthouse Rehabilitation Master Plan ARCHITEXAS will prepare a Historic Courthouse Master Plan for the Hunt County Courthouse in Greenville, Texas. ARCHITEXAS will lead a team of professionals including but not limited to structural, mechanical, electrical, and plumbing engineers, a historic preservation specialist, and a preservation architect to produce the Master Plan. The Master Plan will establish a planning strategy for the Hunt County Courthouse and can direct funding to the most important work to preserve the building, meet building health and safety codes, comply with the ADA and meet the current spatial and functional requirements of the county to efficiently continue to serve its citizens.

The Master Plan produced by ARCHITEXAS will follow the guidelines established by the Texas Historical Commission and be the product needed to apply for, receive and best utilize state funding for courthouse rehabilitation under the Texas Historic Courthouse Preservation Program (THCPP).

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

Scope of Services

TASK I - HISTORICAL and ARCHITECTURAL DEVELOPMENT RESEARCH

TASK II- EVALUATION of EXISTING CONDITIONS

TASK III - REHABILITATION RECOMMENDATIONS

TASK IV - PROBABLE CONSTRUCTION COSTS/BUDGET

TASK V- MASTER PLAN REPORT COMPILATION TASK VI - TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM APPLICATION ASSISTANCE

TASK I -HISTORICAL and ARCHITECTURAL DEVELOPMENT RESEARCH

1.1 Collection of Base Data

ARCHITEXAS will collect all available historical drawings, photographs, published information, drawings of current conditions and any other available pertinent data. In addition ARCHITEXAS will photographically record the interior and exterior of the courthouse.

1.2 Historical Development Document

ARCHITEXAS will prepare a written historical document including:

- a) a listing of all previous county courthouses and related buildings (jails, annexes, storage buildings, etc.);
- b) identification of significant historical events that occurred at the current courthouse or grounds;
- c) preparation of detailed measured drawings showing original plans and elevations if original drawings do not exist;
- d) documentation of later modifications with a narrative description and annotated drawings including dates for the alterations;
- e) collection of all available historic photographs;
- f) a listing of the building's historic designations and deed covenants as applicable.

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TASK II- EVALUATION of EXISTING CONDITIONS

2.1 Building Conditions Survey

ARCHITEXAS, and it's team of consultants, will conduct an examination of the courthouse to fully describe the courthouse and surrounding grounds as they exist today. The survey will be based on a format that was established by the National Park Service and be a full and thorough evaluation of the conditions of all building and site elements. The findings will be organized into three general categories, Description/Construction, Existing Condition, and Recommendations for rehabilitation. Prioritizing the conditions will help direct the available funding and define the phases. The findings will then be classified into priorities:

Level 1- Critical, Level 2- Serious, Level 3- Minor

The detailed examination of the courthouse will include:

Site: A site plan will be drawn showing adjacent buildings, vegetation and other site elements. Site elements and landscape elements will be identified, their condition classified, with recommendations made.

Building Exterior: Architectural features such as roof and roof drainage systems, tower masonry, doors, windows, porches, metal hardware and accessories lighting and other features will be evaluated. Types of materials used will be identified, their condition and causes of deteriorations will be described, and recommendations made.

Building Interior: Architectural interior features such as walls, floor and ceiling finishes, millwork, stair elements and architectural furnishings will be recorded and evaluated. The building inventoried on a room by room basis with information keyed to photographs or drawings. Types of materials used will be identified, their condition and any causes of deterioration will be described, and recommendations made.

Building Systems: Each building system including structural, mechanical, electrical, plumbing, security, fire protection and communication system will be identified, the condition evaluated, and recommendations made.

2.2 ADA Survey

ARCHITEXAS will conduct a survey of the courthouse to identify non-compliance areas with regard to the American with Disabilities Act and prepare a plan to achieve compliance.

2.3 Building Code Survey

ARCHITEXAS will review the existing arrangement of the floor plan to determine if building code deficiencies exist. If building code deficiencies exist, they will be documented and correction will be included in the schematic design.

2.4 Material Testing and Analysis

ARCHITEXAS will describe special conditions or materials that require analysis or testing prior to initiating rehabilitation work and perform these analyses if appropriate, i.e. asbestos testing, lead based paint analysis, mortar analysis, etc.

2.5 Space Use Analysis

ARCHITEXAS will conduct programing services with appropriate county officials to evaluate current space use, including other county owned or occupied facilities, and develop a projection of future space needs, including properties potentially acquired by the county.

ARCHITEXAS will prepare interior rehabilitation design drawings which will respond to the functional requirements of the program and preservation/rehabilitation requirements of the existing facilities survey. The schematic drawings will consist of floor plans, restoration elevations and a site plan.

TASK III -REHABILITATION RECOMMENDATIONS

- 3.1 **Building Rehabilitation Recommendations**
ARCHITEXAS will prepare detailed recommendations addressing all major deficiencies, space use, system upgrades and restoration of significant architectural features and spaces. Alternative recommendations will be developed if appropriate. All recommendations will be consistent with the Secretary of the Interior's Standards for Rehabilitation.
- 3.2 **Functional and Space Plan Recommendations**
ARCHITEXAS will prepare interior rehabilitation design drawings which will respond to the functional requirements of the program and preservation/rehabilitation requirements of the existing facilities survey. The schematic drawings will consist of floor plans, restoration elevations and a site plan.
- 3.3 **Rehabilitation Cost Estimates**
ARCHITEXAS will prepare a detailed cost estimate of the restoration and rehabilitation recommendations. Each recommendation will be estimated in a format that will be acceptable to the THC.
- 3.4 **Phasing Strategy**
ARCHITEXAS will develop a phased scope of work for the courthouse rehabilitation based on the recommended priorities and projected funding available. Potential funding sources for each phase will be identified.
- 3.5 **Maintenance Plan**
ARCHITEXAS will outline a plan and regular schedule for building maintenance

TASK IV - MASTER PLAN

ARCHITEXAS will compile the findings of the research, evaluation, cost estimates and phasing strategy in a Master Plan that will meet or exceed the Recommended Outline for Historic Courthouse Master Plan prepared by the THC. The Table of Contents of the Master Plan will include:

- Introduction
 - Executive Summary
 - Statement of Goals and Purpose
 - Methodology Used
 - Master Plan Participants
- Historical and Architectural Development
 - Previous County Courthouses and Related Buildings
 - Significant Historical Events
- Documentation of Existing Building
 - Evaluation of Existing Condition
 - Site Plan
 - Conditions Assessment of Architectural Features
 - Building Systems Evaluation
 - ADA/ Life Safety Issues
 - Record Storage Issues
 - Space Use Recommendations
- Rehabilitation Recommendations
 - Summary of Recommendations
 - Detailed Recommendations
 - Areas of Further Analysis
- Cost Estimates
 - Phasing Plan
 - Building Maintenance Schedule
- Required Appendices
 - Bibliography
 - Other Reports
 - The Secretary of the Interior's Standards for Rehabilitation

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Deed Covenants and Other applicable Government Codes

TASK VI - TEXAS HISTORIC COURTHOUSE PRESERVATION PROGRAM APPLICATION ASSISTANCE

The THCPP will be a competitive process with applications evaluated and grants awarded based on factors with assigned weights to consider their point totals. ARCHITEXAS' staff is very knowledgeable of the scoring method which will be utilized in determining the point totals.

AT will assist in developing a strategy for the application for Hunt County and will assist representatives from Hunt County in the preparation of the Application for Grant Funds from the THCPP.

PROGRAMMING AND DESIGN WORKSHOP

At the request of the county, ARCHITEXAS will conduct a programming and design workshop in Greenville. The objective of the workshop will be to prepare a design for the courthouse based on programming information retrieved from the county. The design workshop will be attended and conducted ARCHITEXAS staff. The workshop may include county official and staff, interested citizens and other stakeholders at the discretion of the county.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury:

\$ 1,000,000.00 Each Occurrence
\$ 2,000,000.00 Aggregate

(b) Property Damage:

\$ 1,000,000.00 Each Occurrence
\$ 2,000,000.00 Aggregate

(c) Products and Completed Operations to be maintained for two years after final payment:

\$ 2,000,000.00 Aggregate

(d) Property Damage Liability Insurance shall provide X, C and U coverage.

(e) Broad Form Property Damage Coverage shall include Completed Operations.

(f) Coverage to be extended to include the interests of the Architect and his consultants

.2 Automobile Liability

Business Auto Liability (including owned, non-owned and hired vehicles):

(a) Bodily Injury:

\$ 500,000.00 Each Person
\$ 500,000.00 Each Occurrence

(b) Property Damage:

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§ 250,000.00 Each Occurrence

.3 Workers' Compensation

- (a) State: Statutory
- (b) Applicable Federal: Statutory
- (c) Employer's Liability:
 - \$ 500,000.00 per Accident
 - \$ 500,000.00 Disease, Policy Limit
 - \$ 500,000.00 Disease, Each Employee

.4 Professional Liability

Architect's and Engineer's professional liability insurance coverage with minimum \$500,000.00 per claim prior to the start of construction, and \$1,000,000.00 limit per claim following the start of construction

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

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

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

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201 -2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

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

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration

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proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

§ 4.3 ARBITRATION – DELETED

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

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

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§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

ARCHITEXAS will provide the services listed above for a fee of \$42,000.00, including reimbursable expenses. Services in addition to those described in this proposal as basic services will be billed at the following hourly rates unless otherwise negotiated with the county:

Additional services related to the work not listed in this proposal will be invoiced at the following hourly rates upon approval of the owner.

Senior Principal	\$ 180.00
Principal	\$ 150.00
Senior Architect/Designer	\$ 110.00
Architect/Designer	\$ 100.00
Senior Historic Preservation Specialist	\$ 110.00
Historic Preservation Specialist	\$ 75.00
Intern Architect/Designer	\$ 75.00
Administrative	\$ 60.00

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses

(Paragraphs deleted)

necessary to perform Basic Services are included in the lump sum fee

§ 6.2.2 For Additional Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of a multiple of one-point-one (1.1) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

§ 6.4 PAYMENTS TO THE ARCHITECT

§ 6.4.1 An initial payment of Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

12.00 % per annum

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

§ 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 8.1 Indemnification

8.1.1 The Owner and the Architect shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

8.1.2 The Owner and the Architect shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner, their officers, directors, employees, agents and sub consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs,

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arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Owner.

§ 8.2 Certifications

Guarantees and Warranties: The Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Architect cannot ascertain.

§ 8.3 Information Provided By Others

The Owner shall furnish, at the Owners expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Architect shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner and/or the Owners consultants and contractors.

§ 8.4 Equitable Adjustment Upon Suspension of Services

The equitable adjustment to the Architect's compensation as required by Paragraph 9.2 shall include but not be limited to all reasonable costs incurred by the Architect on account of suspension or abandonment of the Project, for preparation of documents for storage, maintaining space and equipment pending resumption, orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or new employees because of resumption, reacquainting employees with the Project upon resumption and making revisions to comply with Project requirements at the time of resumption.

§ 8.5 Betterment

If, due to the Architect's error, any required item or component of the project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. The Architect will correct the Construction Documents and provide sufficient information for the incorporation of the omitted item or component into the Project. In no event will the Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

§ 8.6 Changed Conditions

If, during the term of the Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this agreement, the Architect may call for renegotiation of appropriate portions of the Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

§ 8.7 Verification of Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without the Owner's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, director, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with assumptions made by the Architect as to the existing conditions of the Project, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Architect.

§ 8.8 Waiver of Claims for Hazardous Materials

In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the presence, or suspected presence, of hazardous materials at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any kind, including but not limited to, negligence, breach of contract, or warranty, either express or implied, strict liability or any other causes against the Architect, its officers, directors, partners, employees or subconsultants (collectively, Architect), which may arise out of or may in any way be connected to the presence of such hazardous materials, expecting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct by the Architect. The Owner acknowledges that the Architect is not and shall not be required to be in any way an "arranger," "operator," or "transporter" of hazardous materials present at or near the Project site, as these terms are defined in applicable federal or state statutes. Work of the Architect should not be implied as a remedy to reduce or remove the existing hazardous materials.

§ 8.9 Proprietary Information

Proprietary Information: All portions of this proposal are considered by the ARCHITEXAS team to be trade secrets and proprietary information which if released without ARCHITEXAS permission, would give advantage to competitors. As such, these records are exempt for disclosure under Section 3(A)(4) and 3(A)(10) of the Texas Open Records Act. Release and utilization of this project shall be only under conditions established with the ARCHITEXAS team.

§ 8.10 Limitation of Liability

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Design Professional and the Design Professional's officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied of the Design Professional or the Design Professional's officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by the Design Professional under this Agreement, or the total amount of the Architect's professional liability insurance coverage, whichever is greater.

ARTICLE 9 SCOPE OF THE AGREEMENT

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

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102-2007, Standard Form Agreement Between Owner and Architect
(Paragraphs deleted)
- .2 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

ATTACHMENT A

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

OWNER

(Signature)

The Honorable John Horn Hunt County Judge

(Printed name and title)

ARCHITECT

(Signature)

David Chase Principal

(Printed name and title)

Init.

Danny Duncan
Duncan Rental Properties

P.O. Box 1328
Commerce, TX 75428

12,689

FILED FOR RECORD
at 11:32 o'clock 7 M

MAR 26 2013

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX

By J. Lewis

MARCH 21st

March 18, 2013

Hunt County Commissioners Court
ATTN: Jimmy Hamilton
2501 Lee Street
Greenville, TX 75401

RECEIVED
3-26-2013
11:33 AM JL

Facility expense: 3300 Joe Ramsey Blvd., Greenville, TX

For expenditures from 2/1/2012 to 12/31/2012 \$12,500.

on-going expenses
while waiting for lease to be executed

Danny Duncan