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TOM GREEN COUNTY LIBRARY

1. Tom Green County has a contractual agreement with Templeton Construction Co., Inc. dated October 25, 2005 regarding the Tom Green County Library.
2. Scope of work has been modified substantially and need an Amendment No. 2 to the contract.
3. Amendment No. 2 will be confined and limited to the **STRUCTURAL MODIFICATION TO THE FOUNDATION AND EXISTING STRUCTURE AND INTERIOR BUILDING DEMOLITION.**
 - This is commonly known as the Bid Package 1 - Demolition, Bid Package 9 - Building Concrete, Bid Package 12 - Structural Steel Material, and Bid Package 13 - Steel Erection. For more specifics, see Exhibit E - Alternates which consists of two pages.
 - Amendment No. 2's guaranteed maximum price is \$2,089,385.00.
 - Templeton Construction Co., Inc. under its contractual agreement entered into in 2005 was an 8% fee; however, in light of the fact that the scope of work has been expanded, it has been reduced to a 5% fee by Templeton Construction Co., Inc.
 - Templeton Construction Co., Inc. is entitled to a reimbursement for its pre-construction services at an hourly charge of \$100.00 and has incurred substantial pre-construction services associated with the library. Templeton Construction Co., Inc. has agreed to waive those fees save and except \$9,822.52 which are direct, out-of-pocket expenses incurred by Templeton Construction Co., Inc. services for pre-construction exploration of the building as of January 1, 2008.
 - Templeton Construction Co., Inc. has requested that it be awarded the first money in

savings below the guaranteed maximum price but not to exceed 1.5% of the total contract price. This has been discussed by myself with Steve Stephens, and he has expressed no objections to the same and agrees with the concept. An example would be that if the contract price is \$2,000,000.00, the total cost is \$1.9 million, there is a savings of \$100,000.00 of which Templeton Construction Co., Inc. would have 1.5% of the \$2,000,000.00 or \$30,000.00 and the Tom Green County would have the remaining \$70,000.00.

- Justification for this request is in light of the fact that Templeton Construction Co., Inc. has agreed to a reduction of its 8% fee as well as waiving its hourly charges for pre-construction cost.
4. Tom Green County shall be responsible for the utility usage cost at the Hemphill Wells building. This shall include electrical, water, and gas during construction phase. An electrical meter shall be installed for temporary service.
 5. Bryant Electric shall be performing the electrical services and the County shall be assuming some risks.
 6. Tom Green County shall acquire builder's risk insurance on the Hemphill Wells building.
 7. Asbestos survey is being conducted by Templeton Construction Co., Inc., with said cost associated with the survey to be reimbursed to Templeton Construction Co., Inc. by the County. Ultimate responsibility and liability lies with the City of San Angelo. Asbestos survey has been and is being performed in light of the failure of the City of San Angelo to produce any asbestos survey reflecting the status of the asbestos within the Hemphill Wells building.
 8. An Amendment No. 3 will be done in March or April which will be the remaining items associated with the construction/renovation of Tom Green County Library.