

THE STATE OF TEXAS)
 :
 COUNTY OF WINKLER)

On this the 29th day of February, 2012, the Commissioners' Court of Winkler County, Texas, met in Special Term of Court at the Courthouse in Kermit, Texas, with the following members present, to-wit:

Bonnie Leck	County Judge
J. R. Carpenter	Commissioner, Precinct No. 1
Robbie Wolf	Commissioner, Precinct No. 2
Randy Neal	Commissioner, Precinct No. 3
Shethelia Reed	County Clerk and Ex-Officio Clerk of Commissioners' Court

ABSENT: Billy Ray Thompson Commissioner, Precinct No. 4

constituting a quorum Court, at which time the following among other proceedings were had:

At 9:00 o'clock A.M. Judge Leck called the meeting to order.


A motion was made by Commissioner Neal and seconded by Commissioner Wolf to approve Contract between Winkler County and Renewable Resources Consultants for materials testing at County Park in Kermit project; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf and Neal
 Noes: None
 Absent: Commissioner Thompson

BASIS OF CHARGES


1. Listed herein are typical prices for services most frequently performed. Prices for other services will be given upon request. We can provide special quotations for programs involving volume work.
2. Client agrees to limit the Consultant's liability to the Client and to the Contractors on the project due to professional negligent acts, errors or omissions of the Consultant. See PSA or MSA for specific terms.
3. Invoices will be issued on a monthly basis or upon completion of a project, whichever is sooner. The net cash amount of this invoice is payable within thirty (30) days of receipt of invoice. If not paid within thirty (30) days, the unpaid balance shall be subject to a FINANCE CHARGE of 1.5% per month, which is an ANNUAL PERCENTAGE RATE of 18%.
4. A four (4) hour minimum charge will be made for all field services. Our rates are charged portal to portal from our office except for sample pickups or long distance trips.
5. Project management, engineer report review, and invoicing is considered one service. Administrative services consist of report preparation, postage, and dispatch. These items are not billed hourly. Rather, we charge 10% of the total field and laboratory charges to account for them.
6. Time worked after 6:00 p.m. and before 6:00 a.m. and weekend/holiday work, as well as work greater than 40 hours per week, will be charged at 1.5 times the hourly rate. This can be negotiated for full time assignments.
7. Per diem for overnight stays will be charged at a rate of \$125.00 per day per person, or expenses plus 20%, whichever is greater. Travel by vehicle will be charged at \$1.10 per mile (ROUND TRIP) for projects outside of Midland and Odessa. A vehicle charge of \$35.00 will be applied for projects within these cities. Travel expenses such as airfare will be billed at cost plus 20%.
8. Outside services will include a 20% markup unless otherwise noted.
9. We are protected by worker's compensation insurance (and/or employer's liability insurance), and by public liability insurance for bodily injury and property damage. We can furnish certificates thereof upon request. We assume the risk of damage to our own supplies and equipment. If your contract or purchase order places greater responsibilities upon us or requires additional insurance coverage, when specifically directed by you, we will take out additional insurance (if procurable) to protect us at your expense. But we shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts of coverage for our insurance.

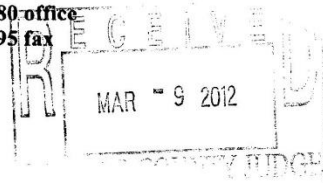
WINKLER COUNTY

BY: 
 Bonnie Leck
 Winkler County Judge
 P.O. Drawer Y
 Kermit, TX 79745
 (432) 586-6658 office
 (432) 586-3223 fax

February 29, 2012

RENEWABLE RESOURCE
CONSULTANTS

BY: 
 Name Kenneth Soper
 Title ASSOCIATE PRINCIPAL
 3011 3341 South County Road 1260
 Midland, TX 79706
 (432) 561-5780 office
 (432) 561-5495 fax



A motion was made by Commissioner Wolf and seconded by Commissioner Neal to approve Certificate of Substantial Completion of Wink Barn Enclosure and Remodel project and approve Wink County Barn construction claim in the amount of \$33,466.00 to be paid from budgeted capital expenditure funds; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf and Neal
 Noes: None
 Absent: Commissioner Thompson

CERTIFICATE OF SUBSTANTIAL COMPLETION
G704

Distribution to:
 Owner Contractor Field
 Architect Subcontractor Other

Project: Wink Barn Enclosure & Remodel
405 N. Pyote Ave
Wink TX 79789

Project Number: WINKBA - 2012

To: Winkler County
Attn: Judge Bonnie Leck
PO Drawer Y
Kernit TX 79745

Contractor: Aquatic Recreational Inc.
Contract For: Remodel
Contract Date: January 9, 2012
Date of Issuance: February 24, 2012

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:
Enclosure of barn bays with motorized shop doors, install frame & trim at doors, install commercial foam spray insulation to barn attic and connecting store shed.
The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as February 24, 2012 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Authorizing Agent when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

List Attached: Yes No

If applicable, a list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Authorizing Agent, is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.

The Contractor will complete or correct the work on the list of items attached hereto within () days from the above Date of Substantial Completion.

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (place) Wink Barn, Wink Texas on (date) February 24, 2012.

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Project is complete. Owner shall assume all responsibility for facility per assumption date above. Owner is in possession of manufacturer's warranty & registration information. Contractor warranty for 1 year from assumption date of this document.

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage. Contractor shall secure consent of surety company, if any.)

BY: Judge Bonnie Leck, Owner BY: Steve Sparks, Contractor BY: _____
DATE: 2-27-12 DATE: _____ DATE: _____

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

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Aquatic Recreational Inc.
4684 Adrian Way
Plano, TX 75024

Invoice

Date	Invoice #
2/27/2012	1483

Bill To
Winkler County
PO Drawer Y
Kernit, TX 79745

Quantity	Description	P.O. No.		Terms		Project	
		Due on receipt					
		Rate	Amount				
	Completion of barn enclosure and installation	33,466.00	33,466.00				
Total			33,466.00				

Thank you! Steve will pick up payment when ready!

EXHIBIT II DRAW SCHEDULE
WINKLER COUNTY BARN ENCLOSURE PCT 2 REMODEL

Job: Winkler County Barn Enclosure Pct 2 Remodel Owner: Winkler County
Address: 405 N. Pyote Ave, Wink TX 79789 Address: Drawer Y, Kernit TX 79745
Scope: Enclosure of bays with motorized doors, insulation Contract Date: 1/9/2012

Winkler Barn Scope of Work	Item #	Amount	%	Status
50% Due upon bay enclosure and installation of doors.	1	\$ 33,466.00	50.0%	Paid
50% Due upon completion of project	2	\$ 33,466.00	50.0%	Drawing
Total Contract Price Remit PH III		\$ 66,932.00	100.0%	

DRAW DETAILS/BREAKDOWN

Draw #: 2 Date: 02/27/2012

Description	Item #	Amount Due	%	Remaining to Draw
				\$ 66,932.00
Drawing for Item 1 50% Complete (\$ 33,466.00)			50.0%	\$ 33,466.00
Drawing for Item 2 100% Complete (\$ 33,466.00)		\$ 33,466.00	100.0%	\$ -
Total That Draw:	2	\$ 33,466.00	100.0%	\$ -

CONTRACTOR DRAW SCHEDULE	CONTRACTOR: Aquatic Recreational Inc.		PROJECT: 191 Eastern Blvd, Kernit TX		DATE: 02/27/2012	
	ITEM #	DESCRIPTION	AMOUNT	%	STATUS	REMARKS
1	50% Due upon bay enclosure	\$33,466.00	50.0%	100%	Paid	
2	50% Due upon completion	\$33,466.00	50.0%	100%	Drawing	
3		\$0.00				
4		\$0.00				
5		\$0.00				
6		\$0.00				
7		\$0.00				
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96		\$0.00				
97		\$0.00				
98		\$0.00				
99		\$0.00				
100		\$0.00				
TOTAL		\$66,932.00				

CONTRACTOR DRAW SCHEDULE		APPLICATION NUMBER	PAGE
CONTRACTOR: Aquatic Recreational Inc. PROJECT: 1700 Sunset Dr. Wink, TX 79141		22712	3
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	1
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	2
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	3
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	4
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	5
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	6
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CONTRACTOR COUNTY MAIN ENCLOSURE		22712	32
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	33
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	34
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	35
CONTRACTOR COUNTY MAIN ENCLOSURE		22712	36
TOTAL		\$50,932.00	\$50,932.00

APPLICATION AND CERTIFICATE FOR PAYMENT
 AIA DOCUMENT C191A (Rev. 11/05)

OWNER: Winkler County, Attn: James Lusk, Judge
 P.O. Box 200
 Wink, TX 79141

CONTRACTOR: Aquatic Recreational Inc.
 404 N. Pyote Ave.
 Wink, TX 79141

CONTRACT FOR: Work Item Enclosure #3

PROJECT: Enclosure #3
 404 N. Pyote Ave.
 Wink, TX 79141

APPLICATION NUMBER: 022712
 PROJECT NO.: 019912
 CONTRACT DATE: 01/09/12
 VIA CONSTRUCTION MANAGER: Steve Sparks 402-313-3155

Distribution to:
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract Documents, Contract No. 022712, in amount of \$50,932.00.

1. **ORIGINAL CONTRACT SUM** \$50,932.00

2. **NET CHANGE BY CHANGE ORDERS** (Line 1 - 2) \$0.00

3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$50,932.00

4. **TOTAL COMPLETED & STORED TO DATE** (Column 3 or 4) \$50,932.00

5. **RETAINAGE** (Line 4 x 10%) \$5,093.20

6. **AMOUNT CERTIFIED** (Line 4 - Line 5) \$45,838.80

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificates) \$0.00

8. **CURRENT PAYMENT DUE** (Line 7) \$45,838.80

9. **BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 7 less Line 6) \$0.00

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager has prepared as indicated, the quality of the Work is, in accordance with the Contract Documents, satisfactory, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$45,838.80
 Application and amount of the Construction Manager fee changed to conform to the amount certified.

BY: *[Signature]* Steve Sparks
 CONSTRUCTION MANAGER

DATE: 2-23-12

State of Texas County of Collin
 Notary Public for the State of Texas
 My Commission Expires: 05-15-2015

STATE OF Texas COUNTY OF Collin **FINAL WAIVER AND RELEASE OF LIEN**

The undersigned is a Contractor who has furnished labor and/or material under a contract agreement with Winkler County Texas, an original Owner, to a project known as Wink Bars Enclosure (referred to herein as "the project"); and owned by Winkler County Texas (referred to herein as "the Owner"); and located at 405 N. Pyote Ave, City of Wink, State of Texas.

For and in consideration of \$33,456.00, representing final payment on the above referenced project, Contractor hereby acknowledges complete satisfaction of, and forever waives and releases, any and all claims of every kind against Owner, the project, the property and Winkler County Texas, including, but not limited to all statutory or constitutional mechanic's liens and all contract liens that the undersigned may be entitled to in connection with the furnishing of labor and/or material in connection with the work for labor and/or material PROVIDED THROUGH THE PERIOD ENDING: 2/27/12, save and except unpaid contractual retainage.

IN CONSIDERATION FOR PAYMENTS MADE, THE UNDERSIGNED CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER FROM ALL LIENS, CLAIMS, AND DEMANDS ARISING OUT OF LABOR AND/OR MATERIAL PROVIDED BY OR THROUGH THE UNDERSIGNED CONTRACTOR OR TO THE CONTRACTOR FOR USE ON THE PROJECT THROUGH THE ABOVE STATED DATE.

Contractor further represents and warrants that they have not assigned and will not assign any claim for payment, any right to perfect a lien claim, or any contractual, statutory or constitutional lien against the property in connection with the above described work.

Contractor further warrants and represents that all bills, claims, or liabilities against it or the project arising out of labor and/or material provided by or through Contractor to the project, or purchased by Contractor for use on the project through the above stated date, have been paid or satisfied or will be paid or satisfied directly out of funds made in reliance on this affidavit.

Contractor further represents and warrants that funds paid in reliance on this affidavit in the amount shown above are sufficient for payment of any outstanding bills, claims, or liabilities and incurred by Contractor in connection with labor and/or material provided to the project through the above stated date.

All of the provisions of this release shall bind the undersigned Contractor and the Contractor's legal representatives, successors and assigns and shall inure to the benefit of the Owner, and the Owner's heirs, legal representatives, successors and assigns.

The person signing this document represents that they are duly authorized to do so on behalf of the undersigned Contractor.

EXECUTED this 23 day of Feb, 2012

By: *[Signature]*
 Name: Steve Sparks
 Title: President

SUBSCRIBED AND SWORN TO BEFORE ME by the said Steve Sparks, President on this the 23 day of Feb, 2012, to certify which witness my hand and official seal of office.

[Signature]
 Notary Public, State of Texas

DRAW # 2

A motion was made by Commissioner Neal and seconded by Commissioner Carpenter to approve park project claims against the County and pay as per list of vouchers submitted; which motion became an order of the Court upon the following vote:

- Ayes: Commissioners Carpenter, Wolf and Neal
- Noes: None
- Absent: Commissioner Thompson

A motion was made by Commissioner Neal and seconded by Commissioner Wolf to adjourn the meeting; which motion became an order of the Court upon the following vote:

Ayes: Commissioners Carpenter, Wolf and Neal
Noes: None
Absent: Commissioner Thompson

MINUTES approved the _____ day of _____, 20_____.

COUNTY CLERK