

AGENDA ITEM 25

Discuss and take appropriate action on appointment of board members for ESD #4.

Commissioner Boatright stated that Brent Davis and Shane White would replace Wayne Benedict and Angie Nicholson. He requested that this item be put on the agenda again on November 26, 2002 to appoint one more member.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To appoint Brent Davis and Shane White to serve on the Emergency Services District #1 Board.

Vote: **3 – 0 - 1. Commissioner Limmer abstained from the vote.**

AGENDA ITEM 26

Discuss and take appropriate action on considering making 2 appointments to a committee to negotiate the provision of services after the annexation of the Anderson Mill Estates subdivision with the City of Austin as required by the Local Government Code §43.0562.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To appoint John Koleng and Richard Yax to a committee to negotiate the provision of services after the annexation of the Anderson Mill Estates Subdivision with the City of Austin.

Vote: **4 - 0**

< Attachment >

November 1, 2002

Dear Property Owner:

On December 2001, the City of Austin added the Anderson Mill Road Annexation Area to its Municipal Annexation Plan. A map of the area is attached to this letter.

In February 2002, property owners in the area were sent a letter informing them that their property had been included in the Municipal Annexation Plan (MAP) and describing the three-year MAP process.

In August 2002, two annexation public hearings were held including one in the immediate vicinity of the annexation area. Property owners were sent a letter informing them of the hearings.

At this point in the MAP process, the commissioners of Travis and Williamson counties are to appoint five representatives of the area to negotiate an annexation service plan. Because most of the area is in Travis County, Travis County gets three negotiators and Williamson County gets two. The service plan negotiation process takes between four and six months and will begin in January 2003. If approved by the Austin City Council, annexation will take place in December 2004.

Travis County appointed their three negotiators on October 29, 2002. Williamson County Commissioners Court has yet to appoint their two representatives. If you are interested in serving as a negotiator please call me at 974-2695 or e-mail me at ben.luckens@ci.austin.tx.us. If no one in the neighborhood volunteers the Williamson County Commissioners Court will have to appoint someone from outside the neighborhood to represent you.

For additional information please call Ben Luckens at 974-2694 or Virginia Collier at 974-2022. Additional information is also on the City website: www.ci.austin.tx.us/annexation

Ec: Kathy Grimes
Administrative Assistant
Williamson County Commissioner #2
kgrimes@wilco.org

Kathy Grimes

From: Ben.Luckens@ci.austin.tx.us
Sent: Wednesday, November 06, 2002 12:27 PM
To: KGrimes@wilco.org
Cc: jkoleng@yahoo.com; ryax@austin.rr.com
Subject: Negotiators

Hi Kathy,

Two residents of the Williamson County portion of Anderson Mill Road Municipal Annexation Plan area contacted me and volunteered to be negotiators. They are:

John Koleng
11113 Alison Parke Trail
Austin, TX 78750
401-0280 home
517-1759 cell
jkoleng@yahoo.com

Richard Yax11116 Sandstone Trail
Austin, TX 78750
512-336-8499 home
512-784-2100 cell
512-241-2118 office
ryax@austin.rr.com <mailto:ryax@austin.rr.com>

The next step is for Williamson County to appoint them as negotiators in accordance with Section 43.0562 (b) LGC. I'd like to have Mr. Koleng and Mr. Yax appointed in November or December so we can start meeting in January.

Call me if you have any questions.

Ben Luckens, AICP
City of Austin
Transportation, Planning & Sustainability Dept.
P.O. Box 1088 Austin, TX 78767
Voice (512) 974-2695
FAX (512) 974-6525

approved 11-19-02
John C. Daefler



City of Austin
Anderson Mill Road Area

City of Austin
Full Purple
Limited P
ETJ

Transportation Planning

AGENDA ITEM 27

Discuss and take appropriate action on contract with Premiere Network Services for the County's telephone service.

ITS Director Jay Schade addressed the court, stating that Premiere Network Services will be giving the County a 35% discount from standard telephone company rates, and will work with ITS to save the County money in other areas of service.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve the contract with Premiere Network Services for the County's telephone service.

Vote: 4 - 0

< Attachment >

MASTER SERVICES AGREEMENT
between
PREMIERE NETWORK SERVICES, INC.
and
WILLIAMSON COUNTY

THIS CONTRACT CONTAINS A MANDATORY ARBITRATION CLAUSE

SERVICES AGREEMENT

THIS AGREEMENT, dated as of _____ (the "Effective Date"), is by and between Premiere Network Services, Inc., a Texas corporation ("Premiere") and Williamson County ("Williamson County").

Based on the mutual covenants and agreements contained in this agreement, and the good and valuable consideration that is exchanged, the Parties agree as follows:

I. AGREEMENT AND TERM

- I.1. Agreement. Premiere agrees to arrange and furnish to Williamson County local exchange telephone service at a discount from the incumbent local exchange carrier, and Williamson County agrees to purchase such service for the term of this Agreement. In addition, the Parties may supply optional services to each other, as provided below.
- I.2. Term. The term of this Agreement will commence on the Effective Date, and, unless extended or earlier terminated in accordance with the provisions of this Agreement, will end on the third (3rd) year anniversary of the Effective Date.

II. PREMIERE RESPONSIBILITIES

- II.1. Premiere Basic Responsibilities. For the term of this Agreement, Premiere will perform the following services for Williamson County:
 - II.1.1 Analyze Williamson County current bills from Texas Incumbent Local Exchange Companies ("ILECs"), to determine all services, features and elements ("Current Services") that Williamson County is currently obtaining from such ILECs.
 - II.1.2 Order from such ILECs the same Current Services, and supply such services at the discount calculated in Appendix A. Premiere may provide Current Services through the use of unbundled network elements, colocated equipment, or other interconnection methodologies, provided that:

- II.1.2.1 The price to Williamson County never exceeds the discounted price of Current Services calculated in accordance with Appendix A;
- II.1.2.2 Williamson County is not required to change any existing telephone number without its consent;
- II.1.2.3 There is no degradation of service quality or loss of any features or functions; and
- II.1.2.4 Disconnections and suspensions of service are kept to a minimum and are scheduled in coordination with Williamson County.
- II.1.3 Order such changes to Services as may occur on a routine basis, e.g. additional lines or ordinary routing changes.
- II.1.4 Provide maintenance and repair service for Services, on a timely basis, utilizing Premiere staff, qualified contract labor or the ILEC repair and maintenance crews.
- II.1.5 Invoice Williamson County on a monthly basis for Services, in a format to be mutually agreed to between the Parties.
- II.1.6 Respond to any complaints by Williamson County relating to service or billing within two (2) business days from receipt of the complaint.
- II.1.7 Perform such legal and regulatory activities as may be necessary to implement and maintain this Agreement.

III. FEES, CHARGES, DISCOUNTS AND PAYMENTS

- III.1. Compensation for Services. All compensation for services rendered by either Party to the other Party will be in accordance with this Agreement, including Attachment A.
- III.2. Minimum. Williamson County shall pay Premiere a minimum billing amount of Twelve Thousand Dollars (\$12,000) per month for the Term of this Agreement. No offsets or adjustments will be made to this minimum billing amount.
- III.3. Fees and Charges. Williamson County will pay all fees and charges imposed by the ILEC on its account on a pass-through basis. If any non-recurring fee or charge is imposed by an ILEC on Premiere in order to provide service to Williamson County, Williamson County will pay such fee or charge promptly upon notification by Premiere.
- III.4. Taxes. With respect to any purchase of services, if any tax is required or permitted by applicable law to be collected from the purchasing party by the providing party, then: (i) the providing party shall bill the purchasing party for such tax; (ii) the purchasing

party shall remit such tax to the providing party; and (iii) the providing party shall remit such collected tax to the applicable taxing authority.

III.5. Calculation of Services Discount. Discounts to Williamson County from Premiere are established by the Texas Public Utility Commission (PUC) or applicable regulatory authority. Discounts for special construction (e.g. "smart builds") or Unbundled Network Element (UNE) configurations will be negotiated on an individual case basis.

III.5.1 The ILEC contract rate may decrease due to court action, regulatory rulings, legislative action or unilateral determination by the ILEC. In the event of such a decrease, Premiere shall give notice to Williamson County and the Parties shall negotiate a discount rate based on the new contract rate. If the contract rate is decreased to a level that Premiere cannot earn a reasonable return, in Premiere's sole determination and discretion, Premiere shall give Williamson County thirty day's notice of termination of service. In the event of such termination, Premiere will use its best efforts to transfer Williamson County networks and telephone services to the ILEC or such other carrier as Williamson County may designate. Such termination of service shall not be deemed to be a breach of this Agreement. In the event of such a termination, all obligations of both Parties shall terminate, except for the provisions of Sections 6.3 and 7.4 of this Agreement.

III.6. Invoice and Time of Payment. Any sum due Premiere hereunder for which a time for payment is not otherwise specified will be due and payable within thirty (30) days after receipts by Williamson County of an invoice from Premiere. Any late payment penalties imposed upon Premiere by an ILEC as a result of any delay in payment by Williamson County shall be passed through to Williamson County in accordance with Section 3.3 of this Agreement, and Premiere may assess a penalty of up to five percent (5%) of the outstanding balance of any past-due Williamson County bill.

IV. WILLIAMSON COUNTY SYSTEM RESPONSIBILITIES

IV.1. Williamson County Basic Responsibilities. Williamson County shall have the following basic responsibilities for the Term of this Agreement:

IV.1.1 Payment of all invoices rendered by Premiere in a prompt and timely manner, including prepayment of any fees and charges as described in Section 3.3 of this Agreement.

IV.1.2 Reasonable cooperation with Premiere in working with the ILECs, including submitting such orders and signing such letters of agency as may be necessary for Premiere to provide service to Williamson County.

IV.1.3 Reasonable cooperation with Premiere, as applicable, and upon written request from Premiere, in working with the Public Utility Commission of

Texas or any other state or federal regulatory body, in order to respond to reports, requests for information or complaints.

V. DATA AND AUDIT RIGHTS

V.1. **Confidentiality.** Except as otherwise provided herein, the Parties each agree that all Proprietary Information of the other will be and will be deemed to have been received in strict confidence, will be used only for purposes of this Agreement, will remain the exclusive property of the other, and each will use at least the same means to protect such information as it uses to protect its own confidential information. No such information, including without limitation the terms of this Agreement, shall be disclosed by the recipient party, its agents, representatives or employees without the prior written consent of the other party.

V.1.1 The foregoing shall not prevent either Party from disclosing information which belongs to such Party or is:

- V.1.1.1 already known by the recipient party without an obligation of confidentiality;
- V.1.1.2 publicly known or becomes publicly known through no unauthorized act of the recipient party;
- V.1.1.3 rightfully received from a third party;
- V.1.1.4 independently developed by the recipient party without use of the other party's confidential information;
- V.1.1.5 disclosed without similar restrictions to a third party by the party owning the confidential information;
- V.1.1.6 approved by the other party for disclosure;
- V.1.1.7 required to be disclosed in connection with the conduct of any arbitration proceeding carried out pursuant to Section 7.4; or
- V.1.1.8 required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing party, where practicable, provides the other party with notice of such requirement prior to any such disclosure.

V.1.2 The provisions of this Section will survive termination of this Agreement for any reason.

VI. MEDIATION AND ARBITRATION

- VI.1. Negotiation. The parties to this Agreement encourage the prompt and equitable settlement of all controversies or claims (a "dispute") between or among the Parties including but not limited to those arising out of or relating to this Agreement or any related agreements or instruments including any claim based on or arising from an alleged tort. The Parties agree to negotiate their differences directly and in good faith for a period of no less than thirty (30) days after receiving written notification of the existence of a dispute.
- VI.2. Mediation. If the dispute is not resolved within thirty days after written notification of the existence of a dispute, the Parties agree to submit their dispute to a licensed attorney that is an experienced mediator and is located in Dallas, Dallas County, Texas to work with them to resolve their differences. The Parties hereto agree that at any time a dispute is to be mediated under this Agreement, the Parties will either agree upon a mediator to mediate the dispute or pick one in a blind drawing from a list of names of experienced mediators compiled by each Party submitting three such names, and the mediator whose name is drawn will mediate the dispute. The Parties shall notify the selected mediator in writing of the existence of a dispute and the selected mediator shall have fifteen (15) days from receipt of the notification to meet with the Parties in an effort to help them resolve the dispute, unless the Parties mutually consent to an extension of such deadline. If the originally selected mediator is unable or unwilling to begin or continue to act as the selected mediator, or if the Parties mutually agree to replace the originally or any subsequently selected mediator, a successor mediator shall be selected by mutual agreement in the manner set forth above or, if the Parties agree, by another method. If the Parties are unable to agree on a successor mediator, the chief judge of the federal district courts for the district of Texas in which Dallas County is located shall select a mediator who may be rejected by the Parties only for bias.
- VI.3. Rules of Mediation. The mediation shall be conducted pursuant to the rules generally used by the mediator in the mediator's practice, subject to the following:
- VI.3.1 The mediator shall act as an advocate for resolution and shall use his or her best efforts to assist the Parties in reaching a mutually acceptable settlement. The mediator may suggest ways of resolving the dispute, but may not impose his or her own judgment on the issues or that of the Parties. The mediator shall not have the authority to decide any issue for the Parties, but will attempt to facilitate the voluntary resolution of the dispute by the Parties.
- VI.3.2 Each Party participating in the mediation shall have authority to settle, and all persons necessary to the decision to settle shall be present during the entire mediation session or sessions.
- VI.3.3 The mediation shall take place at a time and convenient location agreeable to the mediator and the Parties, as the mediator shall determine.

- VI.3.4 Mediation sessions shall be private, and only the Parties and their representatives may attend the mediation sessions. Other persons may attend the mediation sessions only with the written permission of the Parties and with the consent of the mediator.
- VI.3.5 There shall be no stenographic record of the mediation process, and no person shall tape record any portion of the mediation sessions.
- VI.3.6 No subpoenas, summons, complaints, citations, writs, or other process may be served at or away from the site of any mediation session upon any person who then is entering, on the way to, in attendance at or leaving the session.
- VI.3.7 The Parties shall participate in the mediation proceeding in good faith with the intention to settle, if at all possible.
- VI.3.8 Unless otherwise agreed by the Parties, no later than three (3) business days prior to the mediation, each Party shall deliver to the mediator all information reasonably required for the mediator to understand the issues presented and a confidential memorandum (not to exceed five pages with normal type size and margins) setting forth the following:
- VI.3.8.1 Identification of the matters in dispute;
 - VI.3.8.2 Concise statement of points (factual, legal, practical) that each Party believes enhances its chance of achieving a favorable outcome of the dispute; and
 - VI.3.8.3 History of settlement discussions and outstanding offers of settlement.
- VI.3.9 The mediator shall not be a necessary or proper Party in judicial proceedings relating to the mediation. Neither the mediator, the firm employing the mediator, nor the organization providing the mediator shall be liable to any Party for any acts or omission in connection with any mediation conducted pursuant to this Section 7.
- VI.3.10 The mediation is a compromise negotiation for purposes of Rule 408 of the Federal Rules of Evidence and Texas Rules of Evidence and is an alternative dispute resolution procedure subject to Section 154.073 of the Texas Civil Practice & Remedies Code. The entire procedure is confidential. All conduct, statements, promises, offers, views, and opinions, whether oral or written, made in the course of the mediation by any of the Parties, their agents, employees, or other representatives and by the mediator, who is the Parties' joint agent for purposes of these compromise negotiations, are confidential and shall, in addition where appropriate, be deemed to be work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be discoverable

or admissible for any purposes, including impeachment, in any litigation or other proceedings involving the Parties and shall not be disclosed to anyone not an agent, employee, expert, or other representative for any of the Parties. Evidence otherwise discoverable or admissible is not excluded from discovery or admission as a result of its use in the mediation. Confidential information disclosed to the mediator by the Parties or by witnesses in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify with regard to the mediation in any adversary proceeding or judicial forum.

VI.3.11 The Parties shall bear their respective costs incurred in connection with the mediation described in this Article VII, except that the Parties shall share equally the fees and expenses of the mediator, the costs of obtaining the facility for the mediation, and the fees and expenses of any experts employed at the request of the mediator.

VI.3.12 The mediation shall be terminated upon the first to occur of the following:

VI.3.12.1 By the execution of a settlement agreement resolving the dispute by the Parties;

VI.3.12.2 By a written declaration of the mediator to the effect that further efforts at mediation are no longer worthwhile; or

VI.3.12.3 After the completion of two full days of mediation sessions, by written declaration of a Party or Parties to the effect that mediation proceedings are terminated.

VI.4. Arbitration In the event that such dispute is not resolved through mediation as described above, then the Parties agree that such dispute shall be determined by binding arbitration in Austin, Texas in accordance with the Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Article VII.. Judgment upon the award rendered in such arbitration proceeding may be entered in any court having jurisdiction. This section shall apply only if, at the time of proposed submission to AAA, the Parties have first tried to resolve such dispute through a non-binding mediation as provided above or have mutually agreed in writing to waive the right to resolve such dispute through mediation.

VI.4.1 The arbitrators shall allow such discovery as is appropriate to the purposes of arbitration in accomplishing fair, speedy and cost effective resolution of disputes. The arbitrators shall reference the rules of evidence of the Federal Rules of Civil Procedure then in effect in setting the direction of such discovery.

- VI.4.2 The award shall be final and binding on the parties, and judgment on the award may be entered in and enforced by any court of competent jurisdiction.
- VI.4.3 Other than any action necessary to enforce the award of the arbitrators, the parties agree the provisions of this Section 7.4 are a complete defense to any suit, action or other proceeding instituted in any court or before any administrative tribunal which is required by this Section 7.4 to be submitted to arbitration. Nothing in this Section 7.4 prevents the parties from exercising their rights to terminate this Agreement as specified herein. The provisions of this Section 7.4 will survive termination of this Agreement.
- VI.5. Continuation of Services. During the pendency of any mediation or arbitration proceeding instituted in accordance with the Article VII, each Party shall continue to perform its obligations hereunder until this Agreement is terminated in accordance with its terms.

VII. TERMINATION

- VII.1. Termination for Cause. In the event that either party hereto materially defaults in the performance of any of its duties or obligations hereunder (other than a payment obligation), which default shall not be substantially cured within thirty days after written notice is given to the defaulting party specifying the default, or, with respect to any default which cannot reasonably be cured within thirty days, if the defaulting party fails to proceed within thirty days to commence curing said default and thereafter to proceed with all due diligence to substantially cure the same, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement forthwith.
- VII.2. Termination for Nonpayment. In the event that either party defaults in the payment when due of any amount due to the other hereunder and does not cure such default within thirty days after being given written notice of such default, then the party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination.
- VII.3. Termination for Insolvency. In the event that either party hereto becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of a date specified in such notice of termination.
- VII.4. Rights upon Termination. In connection with the termination of this Agreement pursuant to Sections 8.1 through 8.3 hereof or the Expiration Date, Premiere will, if

requested by Williamson County in writing thirty days prior to the Expiration Date or the termination date, provide reasonable assistance to Williamson County in order to enable Williamson County to resume using the ILEC or such other local exchange carrier as Williamson County may designate. To the extent such services require resources beyond those otherwise then being provided by Premiere hereunder, all such services shall be constituted and be performed as additional services pursuant to the provisions of Article X hereof.

VIII. INDEMNITIES AND LIABILITY

- VIII.1. Cross Indemnity. Williamson County and Premiere each agree to indemnify, defend and hold harmless the other from any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses (excluding claims by one party against the other), (collectively, "Losses") arising out of (i) the death or bodily injury of any agent, employee, customer, business invitee or business visitor of the indemnitor, or (ii) the damage, loss or destruction of any property of the indemnitor.
- VIII.2. Intellectual Property Indemnity. Williamson County and Premiere each agree to indemnify, defend and hold harmless the other from any and all Losses, arising out of any claims of infringement of any United States letters patent, or a trade secret, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by contract or by common law or by any law of the United States or any state alleged to have occurred because of systems provided by indemnitor. Williamson County and Premiere each agree to give the other prompt written notice of any action, claim or threat of an infringement suit, either oral or written or the commencement of any infringement suit against Williamson County or Premiere relating to the work performed hereunder by the other.
- VIII.3. Tax Indemnity. Premiere shall indemnify, defend and hold harmless Williamson County from any and all Losses, arising out of any tax, penalties, interest, additions to tax, surcharge or other charges payable by Williamson County as a result of (i) the delay or failure of Premiere, for any reason, to pay any taxes or to timely file any return or other information as required by law or this Agreement, (ii) Williamson County's compliance with this Agreement or with any determination, direction or advice of Premiere, or (iii) Williamson County's use, in accordance with this Agreement, of information provided by Premiere.
- VIII.4. Indemnity Procedures. No party shall be obligated to indemnify the other pursuant to this Article IX unless the party claiming indemnification notifies the other promptly of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge and gives the other full opportunity to control the response thereto and the full defense thereof, including without limitation any agreement relating to the settlement thereof.
- VIII.5. Definition of Liability. In the event one Party shall be liable to the other Party on account of performance or nonperformance of its obligations hereunder, whether

arising by negligence, intended conduct, or otherwise, (i) the amount of damages recoverable against the liable Party for all events, acts or omissions shall not exceed in the aggregate the total service charges for the three months immediately prior to the month in with the performance or nonperformance causing the liability first occurred, and (ii) the measure of damages shall not include any amounts for consequential or punitive damages of any party, including third parties. In connection with the conduct of any litigation with third parties relating to any liability of Williamson County to Premiere or to such third parties, Williamson County shall have all rights (including the right to accept or reject settlement offers with the consent of Premiere and to participate in such litigation) which are appropriate to its potential responsibilities or liabilities.

VIII.6. Acknowledgement. The parties acknowledge that each of the provisions of this Agreement were negotiated and expressly bargained for, that the terms of this Agreement, including the charges for Williamson County's services, were based in part on the limitations contained in this Article IX and that each party fully understands and accepts the obligations and limitations described in this Agreement.

IX. MISCELLANEOUS

IX.1. Notices. Wherever under this Agreement one party is required or permitted to give written notice to the other, such notice shall be deemed given on the third day after it is mailed, postage prepaid or sent via fax or air courier and addressed to the applicable party as follows:

In the case of Williamson County:

Williamson County
 [REDACTED] Bill Bingham
 405 MLK St.
 Georgetown, TX 78626

With a copy to:

Williamson County – County Atty.
 ATT: General Legal Counsel
 405 MLK St.
 Georgetown, TX 78626

In the case of Premiere:

Premiere Network Services, Inc..
 1510 N. Hampton, Suite 120
 DeSoto, Texas 75115
 Attention: Chief Executive Officer

with a copy to:

Clark, Thomas & Winters
A Professional Corporation
P.O. Box 1148
Austin, Texas 78767
Attn: Counsel, Premiere Network Services, Inc.

- IX.1.1 Any writing which may be mailed pursuant to the foregoing may also be delivered by hand or transmitted by fax, or air courier, and shall be effective when received by the addressee. Either party may from time to time specify any other address for purposes of this Agreement upon giving ten days written notice thereof to the other party.
- IX.2. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- IX.3. Headings. The article and section headings and the table of contents used herein and in the schedules hereto are for reference and convenience only and shall not enter into the interpretation hereof.
- IX.4. Relationship of Parties. Each Party, in furnishing services to the other Party hereunder, is acting only as an independent contractor and, except as expressly provided herein, not the agent of the other Party, and does not undertake by this Agreement or otherwise to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the other Party's business or operations. Each Party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by that Party hereunder unless otherwise provided herein.
- IX.5. Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.
- IX.6. Hiring of Employees. Except with respect to a general solicitation of employment made to the public, neither party nor any of its affiliates shall during the term of this Agreement and for one (1) year thereafter directly solicit for employment any person employed then by the other party or any affiliate of such other party without the prior written consent of such other party.
- IX.7. Force Majeure. Each party shall be excused from performance hereunder for any period, and to the extent, that it is prevented from performing any services pursuant hereto, in whole or in part, as a result of delays caused by the other party or an act of God, government agency, war, civil disturbance, court order, labor dispute, third party nonperformance (including the acts or omissions of common carriers, interexchange carriers, LECs, suppliers or subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, and such nonperformance shall not be

a default hereunder or a ground for termination hereof. Both parties retain all rights of recourse against any third parties for any failure which may create a force majeure condition for the other party.

- IX.8. Severability. If any term or provision (other than a term or provision relating to any payment obligation) of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the extent permitted by law.
- IX.9. Waiver and Remedies. No delay or omission by either party hereto to exercise any right or power hereunder shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained. Except as otherwise expressly provided for in this Agreement, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.
- IX.10. Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of an award or to seek injunctive relief, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
- IX.11. Media Releases. All media releases, public announcements and public disclosures by Premiere or Williamson County or their respective employees or agents relating to this Agreement or its subject matter, including without limitation promotional or marketing material (but not including any announcement intended solely for internal distribution at Premiere or Williamson County, as applicable, or any disclosure required by legal, accounting or regulatory requirements beyond the reasonable control of Premiere or Williamson County, as applicable) shall be coordinated with and approved by Premiere and Williamson County prior to the release thereof.
- IX.12. No Third Party Beneficiary. Nothing in this Agreement may be relied upon or shall benefit any party other than the parties hereto.
- IX.13. Compliance with Laws. In performing its obligations under this Agreement, neither Premiere nor Williamson County shall be required to undertake any activity which would conflict with and each shall be in compliance with the requirements of any applicable tariff or any applicable law, ordinance or regulation of the United States or any state, county or other governmental entity.
- IX.14. Entire Agreement. This Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no representations, understandings or agreements relating to this Agreement which are not fully

expressed herein. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced.

IX.15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws, other than choice of law rules, of the State of Texas.

IN WITNESS HEREOF, Williamson County and Premiere have each caused this Agreement to be signed and delivered by its duly authorized representative, all as of the Effective Date.

Williamson County

Premiere Network Services, Inc.

By: John C. Doerfler 11-19-02

By: _____

Name John C. Doerfler

Name: _____

Title County Judge

Title: _____

Appendix "A"**Extension of Service Contract between
Williamson County and Premiere Network Services Inc.**

THIS AGREEMENT as of _____ (the "Effective Date"), is by and between Premiere Network Services, Inc., a Texas corporation ("Premiere") having offices at 1510 N. Hampton Rd., Suite 120 in DeSoto, Texas 75115 and Williamson County ("Customer") having offices at 405 Rock Street in Georgetown, Texas.

1. Customer agrees to a three-year commitment with Premiere contingent upon annual approval by the Commissioner's Court.
 2. Customer agrees to provide as much as is cost effective of its local telecom services to Premiere that is under the control and authority of the Williamson County IT Department.
 3. If Customer cancels service before agreed term, Customer shall pay the total of any installation charges that were waived or discounted, as well as 75% of the remaining payments left on the commitment.
 4. All fees are described in this Appendix A.
 5. Premiere will discount Customer's local services by an additional 5% effective with the signing of this extension, for a total of 35% off the applicable Bell/Verizon rate.
 6. Premiere will apply an additional 5% discount to the percentage in #4 above to any installation/conversion charges. After these charges are retired, Customer's discount will rise to 40%.
 7. Installation/conversion charges shall in no case exceed the tariff retail charges for the Incumbent Local Exchange Carrier (ILEC) providing service in that area.
 8. This Appendix supercedes the original appendix dated August 1999.
-

Appendix "B"**Abbreviated List of Services**

This agreement applies to all tariffed services to which Premiere's resale discount applies. A representative sample is included in this appendix.

LOCAL EXCHANGE SERVICES

Standard Business Lines
Standard Residence Lines
Business-Multi-Line Hunting
Measured Business Lines
Customer Operated Pay Telephone (COPT)

EXPANDED LOCAL CALLING

Optional Extended Metro Service (EMS)
Mandatory Extended Metro Service (EMS)
Optional Extended Area Calling Service (ESMU)
Mandatory Extended Area Calling Service (ESMU)
Mandatory ESMU – Hotel/Motel Measured Trunk
Mandatory ESMU – Multi-Line Hunting
Optional Measured ESMU
Mandatory ESMU – PBX Trunk
Anonymous Call Rejection
Auto Redial, Auto Redial – Usage Sensitive
Call Blocker
Call Forwarding, Call Forwarding – Busy Line
Call Forwarding – Busy Line / Don't Answer
Call Forwarding – Don't Answer
Call Return, Call Return – Usage Sensitive
Call Trace
Call Waiting
Calling Name, Calling Number
Personalized Ring (1 or 2 dependent number)
Priority Call
Remote Access to Call Forwarding
Selective Call Forwarding
Simultaneous Call Forwarding
Speed Calling 8, Speed Calling 30
Three-Way Calling

DID

DID (Dial Pulse, Multi-frequency, Dual-Tone
Multi-frequency)

TRUNKS**LONG DISTANCE**

Intra Lata Long Distance Services

AIN

Area Wide Networking
Caller Intellidata ®
Disaster Routing Service
Intelligent Redirectsm
IntelliNumber
Positive ID

OTHER SERVICES

ICB Network Assemblies
Grandfathered Services
Hot Line
Local Operator Assistance Service
Night Number associated with Telephone Number
Night Number associated with a Terminal
Bundled Telecommunications Services (e.g., the Works)
Promotions (Greater than 90 days)
Télébranch ®
TouchTone (Business), TouchTone (Trunk)
Voice Dial
Warm Line
Remote Call Forwarding
ISDN BRI/PRI
Digilinesm
Select Video Plus ®
Smart Trunksm

DIRECTORY ASSISTANCE SERVICES

900/976 Call Restriction
MaxiMizer 800, Out WATS ®

PLEXAR

Plexar I ®, Plexar II ®, Plexar ® Custom

PRIVATE LINE

Analog Private Lines
Business Video Service
DOVLink
Frame Relay
T1/T3/SONET ICB's
Network Reconfiguration Service

AGENDA ITEM 28

Consider approval of additional services for CR 200 by K. C. Engineering.

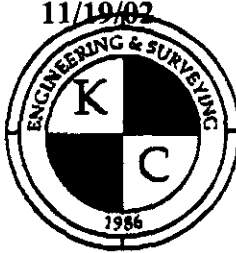
Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve additional services for CR 200 by K. C. Engineering for a total increase of \$21,600.

Vote: 4 - 0

< Attachment >



K.C. ENGINEERING, INC.
CONSULTING ENGINEERS AND SURVEYORS

1801 S. MOPAC
 SUITE 150
 AUSTIN, TEXAS 78746
 512.306.8585
 512.330.0737 FAX
 www.kcengineering.com

TAYLOR OFFICE
 117 W. 4TH STREET
 TAYLOR, TEXAS 76574
 512.365.1732
 512.365.1755 FAX
 EMAIL: info@kcengineering.com

November 7, 2002

Mr. Michael Weaver
 Prime Strategies, Inc.
 1508 South Lamar Blvd.
 Austin, Texas 78704

Re: Additional Service Request
CR 200, Pct. 2, Williamson County, Texas

Mr. Weaver:

K.C. Engineering, Inc. (KCE) has completed the design and bidding phases of this project and will be moving forward in to the construction administration of this project. KCE is respectfully requesting an increase in our contract amount to \$96,600.00 a total increase of \$21,600.00. The request is mainly the result of converting our plans from a 35-page set in a format that was previously acceptable to Williamson County in to a set that is over 100 pages and is in a TxDot format. The change in format is understandable and is in the best interest of the County. However, the request came at a point where we thought we were 60% complete with the project. A great deal of time was spent in changing the format (plans, specifications and estimates). KCE values our relationship with Williamson County and will continue to be a good steward in its responsibilities to the County. We estimated the construction cost to be \$841,000 with the low bid coming in at \$681,855 (Bland, Schroeder, Archer) and the average bid being \$844,000. Your consideration to this request would be greatly appreciated.

Sincerely,

Charlie E. Fowler Jr., P.E.
 Vice President

approved 11-19-02

Cc: Paul Petrich, P.E., HNTB Co.
 Joe England, P.E., Williamson Co.

Handwritten notes:
 YF / put in with authorization
 4 inches of
 put in grade 9/19

AGENDA ITEM 29

Consider approval of construction phase services for CR 412 by CivilTech Engineering.

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

AGENDA ITEM 30

Discuss and take appropriate action on road bond program.

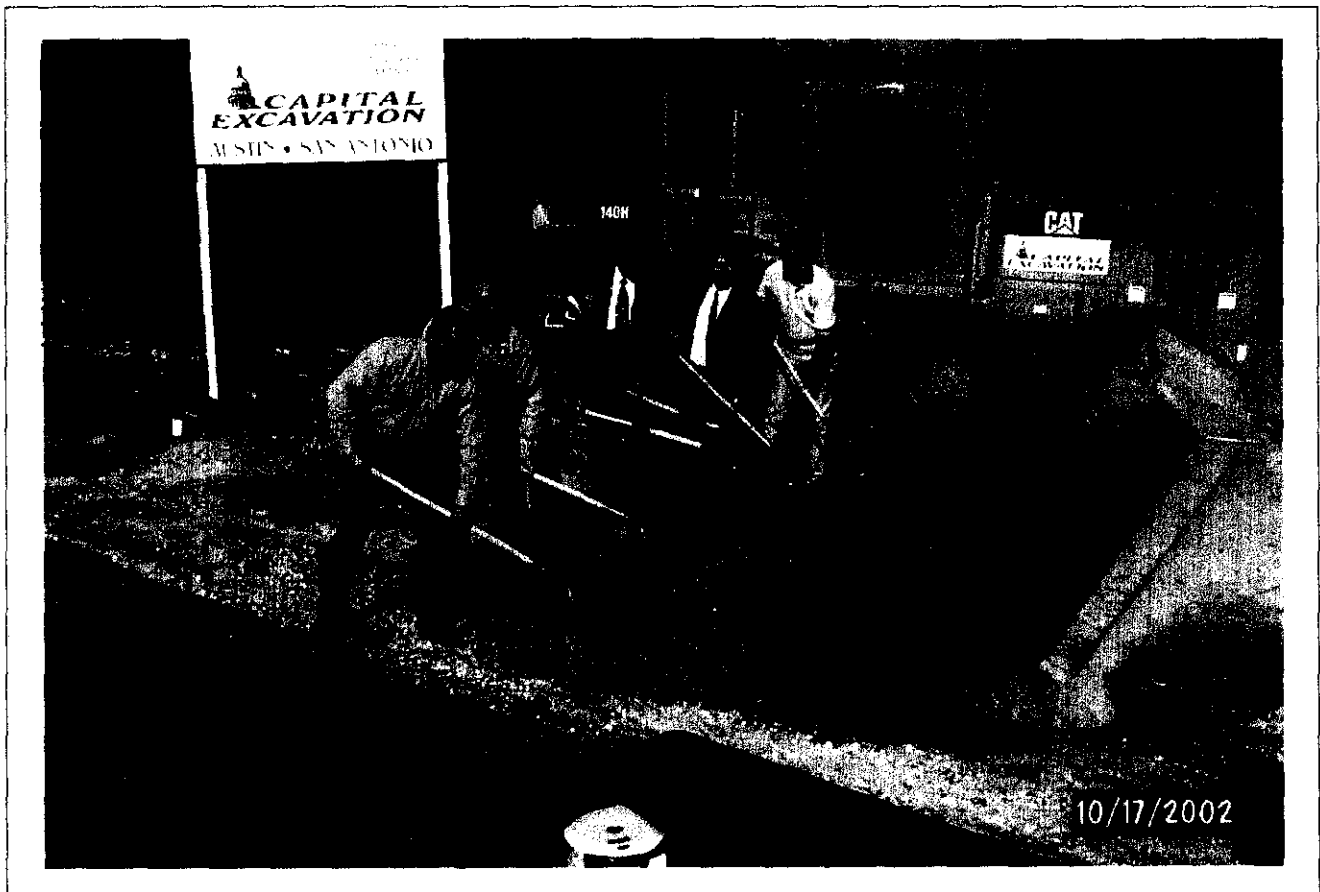
Mike Weaver gave the court the monthly construction report.

No action was taken on this agenda item.

< Attachment >



Construction Summary Report No. 3 Tuesday, November 19, 2002



Georgetown Inner Loop (Project 2): DBWoods

Original Contract Price = \$1,763,722.42

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
9/6/2002	9/25/2001	1/23/2002	1/23/2002	8/20/2002		240	95	335

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	1/23/2002	2/28/2002	37	\$108,716.23	\$108,716.23	\$12,079.58	\$12,079.58	7	11		
2	3/1/2002	3/31/2002	31	\$103,233.77	\$211,950.00	\$11,470.42	\$23,550.00	14	20		
3	4/1/2002	4/30/2002	30	\$51,299.10	\$263,249.10	\$5,699.90	\$29,249.90	17	29		
4	5/1/2002	5/31/2002	31	\$16,697.25	\$279,946.35	\$1,855.25	\$31,105.15	19	39		
5	6/1/2002	6/30/2002	30	\$54,147.07	\$334,093.42	\$6,016.34	\$37,121.49	22	47		
6	7/1/2002	7/31/2002	31	\$24,106.81	\$358,200.23	\$2,678.54	\$39,800.03	24	57		
7	8/1/2002	8/31/2002	31	\$64,724.40	\$422,924.63	\$7,191.60	\$46,991.63	28	66		
8	9/1/2002	9/30/2002	30	\$74,242.71	\$497,167.34	\$8,249.19	\$55,240.82	33	75		

11/15/2002 Comments Revision to S&B sheets needed. Comments sent back to S&B.

11/8/2002 Comments - Closed road at culvert 4 on 11/7/02. Anticipate being closed 30-45 days.

11/1/2002 Comments - Revision to S&B sheets needed. Contacted WHM - waiting on signal plans from WHM.

10/25/2002 Comments Open cut CO # 5 at culvert 4 & 5 to begin week of the 21. 50 additional days added. New completion date will be 1st week of January. Should see improved progress.

10/11/2002 Comments Change Order for Extension being finalized.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
1	03/18/2002		

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
2	06/11/2002	-147,798.45	-147,798.45

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
3	04/23/2002	80,030.00	-67,768.45

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

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
4	09/25/2002	18,500.00	-49,268.45

Add bid items to compensate for trenching adjacent to an active 30" water line and allow the construction of a slope between the proposed roadway and the water line.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
5	10/15/2002	-37,875.35	-87,143.80

Change the scope of work for placement of culvert 4A from a bored culvert to placement by open cut. Modify the vertical and horizontal alignments of culverts 4A and 4B due to the location of the 30" City of Round Rock waterline. Will result in a savings to the project of \$37,875.35.

Adjusted Price = \$1,676,578.62



RiverBend Oaks

Original Contract Price = \$440,101.50

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
1/17/2002	4/16/2002	5/20/2002	5/31/2002	12/2/2002		120	85	205

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	5/31/2002	8/31/2002	93	\$13,404.28	\$13,404.28	\$1,489.36	\$1,489.36	3	45		
2	9/1/2002	9/30/2002	30	\$76,820.49	\$90,224.77	\$8,535.62	\$10,024.98	23	60		
3	10/1/2002	10/31/2002	31	\$151,714.44	\$241,939.21	\$16,857.16	\$26,882.14	61	75		

11/1/2002 Comments - Contractor making good progress since utility and ROW issues resolved.

<u>Change Order Number</u>	<u>Approved</u>	<u>Cost This CO</u>	<u>Total CO</u>
1	11/13/2002	1,556.37	1,556.37

Delete paved shoulders along River View Road, thus changing street width from 24' to 20'. Delete cuvlert crossing at the Deep Lake Circle cul-de-sac. Relocate water services and meter boxes. Additional driveways: 18" dia., 30' long w/ end treatments. Time extension due to SWB telephone line and ditch conflicts (85 days.)

Adjusted Price = \$441,657.87



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

Original Contract Price = \$373,586.20

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
5/22/2002	6/6/2002	6/18/2002	6/25/2002	9/23/2002		90	30	120

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$)	% Time Used	Liquidated Damages	Total Liq Damages
1	6/25/2002	6/30/2002	6	\$30,212.69	\$30,212.69	\$3,356.97	\$3,356.97	9	5		
2	7/1/2002	7/31/2002	31	\$83,785.58	\$113,998.27	\$9,309.51	\$12,666.48	34	31		
3	8/1/2002	8/31/2002	31	\$122,353.55	\$236,351.82	\$13,594.83	\$26,261.31	70	57		
4	9/1/2002	9/30/2002	30	\$89,160.81	\$325,512.63	\$9,906.76	\$36,168.07	97	82		
5	10/1/2002	10/31/2002	31	\$17,282.97	\$342,795.60	\$1,920.33	\$38,088.40	102	108		

11/15/2002 Comments Final Inspection found problems with the pavement/settlement at the structure approaches at 406 and 427. Contractor addressing problem. Anticipate to finish week of the 11th.

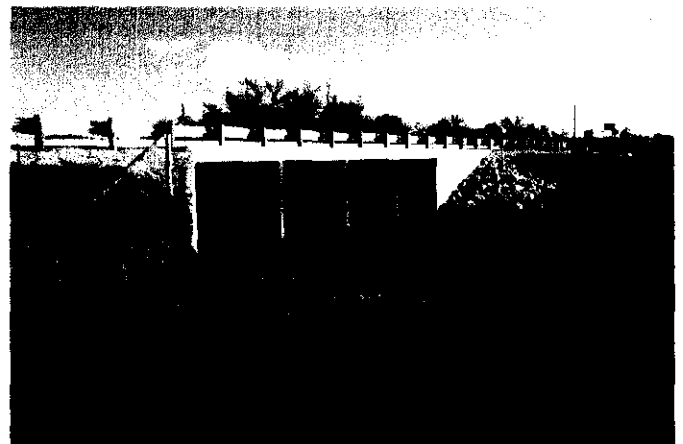
10/25/2002 Comments Project Complete. Final Inspection held the week of 10/21 - found problems with the pavement/settlement at the structure approaches at 406 and 427. Contractor to submit a plan for fixing the problem.

10/11/2002 Comments Final shape-up and seeding pending . Overall project 97% complete.

Change Order Number	Approved	Cost This CO	Total CO
1	09/24/2002	1,000.00	1,000.00

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

Adjusted Price = \$374,586.20



CR 175

Original Contract Price = \$2,098,666.95

Letting	Award	Notice To Proceed	Begin Work	Anticipated Work Complete	Work Accepted	Total Bid Days	Days Added	Total Days
5/1/2002	5/14/2002	5/30/2002	6/3/2002	3/30/2003		300	4	304

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$)	% Time	Liquidated Damages	Total Liq Damages
1	6/3/2002	6/30/2002	28	\$238,118.13	\$238,118.13	\$26,457.57	\$26,457.57	13	9		
2	7/1/2002	8/31/2002	62	\$62,850.69	\$300,968.82	\$6,983.41	\$33,440.98	16	30		
3	8/1/2002	8/31/2002	31	\$381,072.63	\$682,041.45	\$42,341.40	\$75,782.38	36	40		
4	9/1/2002	9/30/2002	30	\$196,223.22	\$878,264.67	\$21,802.58	\$97,584.96	47	50		
5	10/1/2002	10/30/2002	30	\$18,408.42	\$896,673.09	\$2,045.38	\$99,630.34	48	60		

11/15/2002 Comments Sealed Detour 11/10/02 (Sunday). Will Strip on Wednesday.

11/1/2002 Comments - Traffic switch delayed due to the rain - base will most likely be reworked and primed. No major issues.

10/18/2002 Comments Detour prime week of the 14th. Traffic switch the week of the 21. Good progress. No major issues.

10/11/2002 Comments Traffic Switch on 10/09/02.

Change Order Number	Approved	Cost This CO	Total CO
1	06/10/2002	-28,401.05	-28,401.05

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

Change Order Number	Approved	Cost This CO	Total CO
2	09/24/2002	15,352.00	-13,049.05

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

Adjusted Price = \$2,085,617.90



CR 368 / CR 369

Original Contract Price = \$1,038,721.60

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>
2/14/2002	5/7/2002	5/7/2002	5/20/2002	10/20/2002		150	23	173

<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1	5/20/2002	6/25/2002	37	\$315,445.68	\$315,445.68	\$35,049.52	\$35,049.52	33	21		
2	6/26/2002	7/29/2002	34	\$212,088.69	\$527,534.37	\$23,565.51	\$58,615.03	55	41		
3	7/30/2002	8/26/2002	28	\$40,901.71	\$568,436.08	\$4,544.64	\$63,159.67	59	57	\$0.00	\$0.00
4	8/27/2002	9/27/2002	32	\$138,683.55	\$707,119.63	\$15,409.28	\$78,568.95	73	76		\$0.00

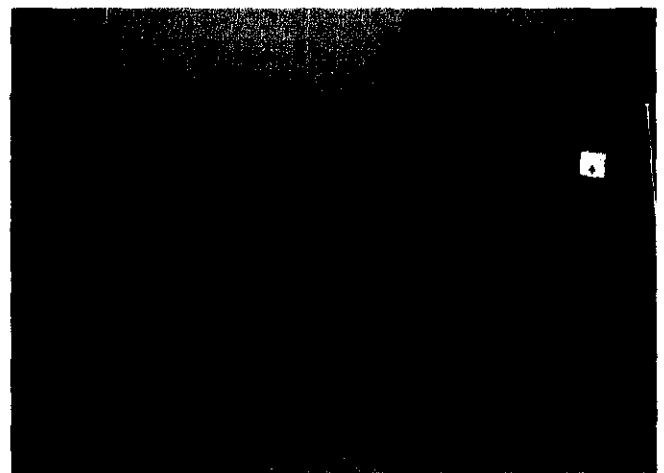
11/15/2002 Comments Primed Base.

11/1/2002 Comments - Seal Coat delayed due to the rain - base will most likely be reworked and primed before it is sealed. Project approx. 95% complete.

10/18/2002 Comments Seal Coat week of 14th. Project approx. 95% complete.

Change Order Number	Approved	Cost This CO	Total CO
1	06/11/2002	0.00	0.00
Road design option 2 being substituted for option 1 at no additional cost per square yard plus 4 days are added to time due to delay in filing N.O.I.			
1	09/04/2002	19,474.00	19,474.00
Driveways and culverts added as needed for site access to each parcel. Concrete slopes on DS #1. Replace culvert damaged by SWB line.			
Change Order Number	Approved	Cost This CO	Total CO
3	11/13/2002	12,260.00	31,734.00
Driveways and culverts added as needed for site access to each parcel. Concrete slopes on DS#1. Replace culvert damaged by SWB line.			

Adjusted Price = \$1,070,455.60



Parmer Lane South Phase I

Original Contract Price = \$10,364,321.87

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$)	% Time Used	Liquidated Damages	Total Liq Damages
1	10/14/2002	10/31/2002	18	\$85,466.15	\$85,466.15	\$9,496.24	\$9,496.24	1	3		\$0.00

11/15/2002 Comments Contractor has agreed to deposit excavated material at indian mound onto Joseph property, as per Mr. Joseph's request. No additional cost requested by Contractor. Mike Springfield to get with TCB on changes to the waterline design to accommodate Mr. Joseph's request. This will be done by Change Order. City of Leander is in concurrence with the additional cost.

11/1/2002 Comments - Surveying and construction staking. Clear and Grub sub to start week of the 21st. TC&B submitted CO plans and are currently being reviewed. CFA to coordinate with PEC for staking date to try to help expedite SBC design. 12" waterline was approved by Leander and d cost of upgrade was included in the approved contract amount. TC&B having difficulty getting answers from Leander regarding inspection requirements of the waterline installation. Issue with fence on Easley property resolved, stakes were only 6" - 18" inside ROW at 4 stations. Fence will remain in present location.

10/18/2002 Comments Ground breaking held on 10/17/02.

10/11/2002 Comments Pre Construction Conference 10/09/2002.

9/27/2002 Comments - NTP extended 30 days. Letter to Contractor delivered 9/13/02. Meeting with Mike S. on SBC possible conflicts with Phase I held on 9/27/02. Propose to have Capital Excavation pot hole these locations and determine whether in conflict or not. This will constitute extra work for Contractor. Recommend County pay for this for the good of the project and get reimbursed by SBC later if deemed necessary.

9/6/2002 Comments - TC&B is revising CO#1 plans at RM 2243 to address comments from TxDOT and HNTB. TC&B is waiting for signal pole information at FM 1431 from TxDOT - will include changes in CO#1. Modifications to the Krienke driveway south of Spanish Oak will also be included in CO#1. One waterline crossing was initially missed - changes will be included in CO#1. CO#1 requires one additional drainage easement - TC&B to forward information to Sheets & Crossfield. More changes are required as a result of the ROW negotiations - HNTB is currently evaluating for inclusion in CO#1 or as a separate CO.

Change Order Number	Approved	Cost This CO	Total CO
1	11/15/2002	6,600.00	6,600.00

Perform exploratory work to determine existing horizontal and vertical position of SWB telephone cables. The work includes potholing to verify horizontal and vertical position and backfill two locations each at three proposed detour areas.

Adjusted Price = \$10,370,921.87



CR 412

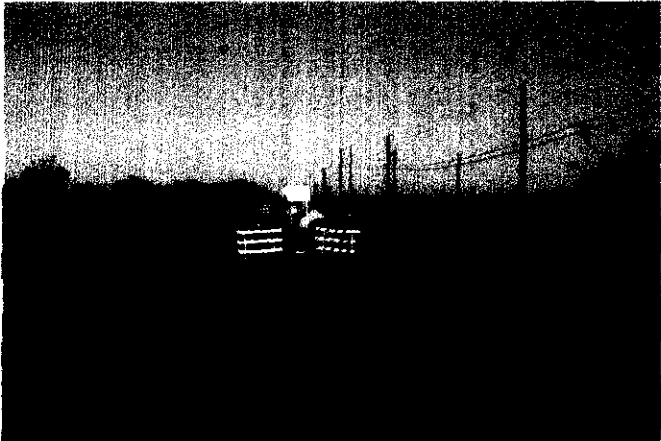
Original Contract Price = \$1,584,145.10

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>			
8/28/2002	9/19/2002					250	0	250			
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1											\$0.00

9/27/2002 Comments - Award letter sent 9/20/02 to RGM Constructors.

9/13/2002 Comments - Project award is anticipated 9/17/02. ROW acquisition complete.

9/6/2002 Comments - CR 412 bid from RGM Constructors was reviewed by HNTB and CivilTech Engineering and approved for presentation at Commissioner's Court. This will be on the agenda for September 17th.



Georgetown Inner Loop (Project 1): Cedar Breaks

Original Contract Price = \$6,574,127.79

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

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% (\$)	% Time Used	Liquidated Damages	Total Liq Damages
1	5/28/2002	6/30/2002	34	\$25,175.88	\$25,175.88	\$2,797.32	\$2,797.32	0	5		\$0.00
2	7/1/2002	7/31/2002	31	\$364,803.03	\$389,978.91	\$40,533.67	\$43,330.99	7	9		\$0.00
3	8/1/2002	8/31/2002	31	\$27,910.71	\$417,889.62	\$3,101.19	\$46,432.18	7	13		\$0.00
4	9/1/2002	9/30/2002	30	\$364,291.04	\$782,180.66	\$40,476.78	\$86,908.96	13	17		\$0.00

11/15/2002 Comments Sent City of Georgetown official Austin Bridge & Road bid tab and contract to initiate funding agreement for reimbursement of 30" waterline.

10/25/2002 Comments Meeting with City of RR to coordinate avoidance of two 30" waterlines. Will not affect Roadway contractor schedule.

Change Order Number	Approved	Cost This CO	Total CO
1	08/19/2002	53,895.53	53,895.53

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

Adjusted Price = \$6,628,023.32



CR 200

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>			
10/30/2002	11/11/2002		12/2/2002	5/17/2003		180	0	180			
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$) Used</u>	<u>% Time Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1											\$0.00

11/15/2002 Comments Award anticipated this week to Bland/Schroeder/Archer.

11/1/2002 Comments - Bids opened on 10/30 - total of 10 bids. Errors found with 2 of the bids - with the corrections, low bid is Bland/Schroeder/Archer at \$682,000, second low bidder is Camp Excavation at \$696,000 third low bidder is FTWoods Construction at \$727,000. KCE is anticipating a response from TCEQ - TCEQ had letter in-house last week and should respond by mid-November. PEC should be completed with relocation of facilities within 2 weeks.

10/25/2002 Comments Bid opening Wednesday 10/30/02. Pre-bid meeting on 10/23/02. KCE is anticipating and exemption from TCEQ. Addendum #1 has been prepared and will be provided to bidders. PEC should be completed with relocation of facilities within 2 weeks.

10/18/2002 Comments Pre-bid meeting on 10/23/02.

10/11/2002 Comments Advertisement of job began on October 13, 2002.

Pond Springs Road

<u>Letting</u>	<u>Award</u>	<u>Notice To Proceed</u>	<u>Begin Work</u>	<u>Anticipated Work Complete</u>	<u>Work Accepted</u>	<u>Total Bid Days</u>	<u>Days Added</u>	<u>Total Days</u>			
		12/21/2001	1/7/2002	7/10/2002		90					
<u>Invoice Number</u>	<u>Beginning Date</u>	<u>Ending Date</u>	<u>Days Charged</u>	<u>Current Invoice</u>	<u>Invoice Total</u>	<u>Current Retainage</u>	<u>Total Retainage</u>	<u>% (\$)</u> <u>Used</u>	<u>% Time</u> <u>Used</u>	<u>Liquidated Damages</u>	<u>Total Liq Damages</u>
1											\$0.00

11/15/2002 Comments Project complete.



AGENDA ITEM 31

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

Judge Doerfler said that construction is two weeks behind on the jail project, but that they are working overtime to catch up. He said that Ed Lee has an item on the agenda for next week to set a date to receive bids on the courthouse annex expansion project.

No action was taken on this agenda item.

AGENDA ITEM 32

Discuss and take appropriate action on the park advisory committee.

No action was taken on this agenda item.

AGENDA ITEM 33

Consider approving professional services proposals for Williamson County Karst Conservation Foundation.

Commissioner Hays discussed the proposed agreements and other issues related to the Williamson County Karst Conservation Foundation.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve professional services proposals from Athabasca Consulting, Inc., Sheets & Crossfield, P. C., and Martin & Salinas Public Affairs, Inc., *and Smith, Robertson, Elliott & Glen, for the Williamson County Karst Conservation Foundation.

Vote: **3 – 0 – 1. Judge Doerfler abstained from the vote.**

**Minutes corrected November 26, 2002, Agenda Item 2.*

PUBLIC AFFAIRS ENGAGEMENT AGREEMENT
(Hourly Basis)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this ____ day of _____, at Georgetown, Texas by and between the Williamson County Karst Conservation Foundation, a non-profit 501C3 corporation ("Client"), and Martin & Salinas Public Affairs, Inc. ("MSPA, Inc.")

Client, in consideration of services to be rendered, hereby retains MSPA, Inc. to represent it as a public affairs and public education consultant in connection with the operations of the Williamson County Karst Preserve(s) and Williamson County Karst Conservation Foundation.

Client and MSPA, Inc. agree:

1. MSPA, Inc. will devote the firm's professional abilities and services to the public affairs and public education activities relating to the Foundation, will strive to keep Client informed of all significant developments, and will be available to answer inquiries.
2. Client empowers MSPA, Inc. to perform the duties outlined in Section 4 below, and other related duties as determined by the President and/or the Board of Directors of the Foundation in carrying out the goals for the Foundation as deemed by MSPA, Inc. to be advisable.
3. Client agrees to compensate MSPA, Inc. for services at the rate of \$165 per hour for the time which has been devoted by a company principal to Client's business. From time to time it may be necessary for other employees of the firm to assist in these functions, and Client agrees to compensate MSPA, Inc. for these services at the following rates:

Principal(s):	\$165/hr
Account Executive:	\$100/hr
Research Assistant:	\$ 75/hr
Clerical, Web Maintenance	\$ 28/hr

The contract for one year will not exceed \$30,000.

4. MSPA, Inc.'s duties and responsibilities are outlined in Exhibit A attached hereto. Client agrees that information provided to the news media and the public by MSPA, Inc. will be based on information provided to us by Client and/or its official paid consultants and which will be deemed as accurate and true.

Client agrees to indemnify, defend and to hold MSPA, Inc. and its principals, employees and subcontractors harmless on any activities undertaken by MSPA Inc. in good faith and at the Foundation's request, or in reliance on information provided by the Foundation and/or its official paid consultants. If

such actions result in the need for our involvement in any legal defense, sworn testimony, providing information under subpoena or other such activities, Client will pay for such services at our normal billing rates.

5. Client and MSPA each have the right to cancel this Agreement and terminate MSPA, Inc.'s representation at any time by the giving of 30-days written notice.

6. Client and MSPA, Inc. agree that this Agreement can only be amended by a written document signed by both parties.

DATED: _____

INC

MARTIN & SALINAS PUBLIC AFFAIRS,

By: _____
Donald G. Martin, President

WILLIAMSON COUNTY KARST
CONSERVATION FOUNDATION
John C. Deerfler 11-19-02

By: _____
David Hays, President

Exhibit A attached and incorporated Herein

**EXHIBIT A
TO PUBLIC AFFAIRS ENGAGEMENT AGREEMENT**

Service contemplated under this agreement include but are not limited to the following activities:

- 1) **Public Affairs** – Including development and dissemination of materials and information for public and media use regarding the creation and role of the Williamson County Karst Foundation , its agreements with Williamson County and US Fish & Wildlife Department, and the opportunities for the others to participate with the Foundation in the conservation of endangered and threatened karst invertebrate species in the Williamson County area.
- 2) **Public announcements** - Including announcing the creation of the Foundation, the signing of agreements with US Fish & Wildlife, available mitigation credits, and other agreements and activities undertaken by the Foundation.
- 3) **Media Relations** - Including providing factual assistance to the Foundation regarding media issues, press releases, and other media relations activities. MSPA, Inc. will not serve as a public spokesperson to the news media on behalf of the Foundation.
- 4) **Public Education (re the Foundation)** - Including development of materials, brochures, fact sheets, backgrounders, FAQ's, web site, and other information to help explain the role of the Foundation and/or the opportunity for other entities, governments and landowners to participate in the mitigation bank and preserve(s).
- 5) **Public Education (re conservation activities)** – Including providing materials and information in support of the operation of the conservation preserves and public education information required by FWS, interpretive education assistance for the preserve(s), and public education re conservation of the endangered species.
- 6) **Web Information** - Including creation and maintenance of the www.wilcokarst.org web site and the writing, development and dissemination of e-mail, FAQ's, fact sheets, listserv, web materials and other related electronic distribution of information relating to the preserves and Foundation.

End

SMITH, ROBERTSON, ELLIOTT & GLEN, L.L.P.

ATTORNEYS AT LAW
1717 WEST SIXTH STREET, SUITE 300
AUSTIN, TEXAS 78703
(512) 225-5800
FAX (512) 225-5838

ALAN M. GLEN
PARTNER

DIRECT DIAL NUMBER:
(512) 225-5801

DIRECT FAX:
(512) 225-5821

E-MAIL: aglen@sreglaw.com

December 3, 2002

VIA HAND DELIVERY

Williamson County Karst Foundation
Attn: Mr. Charlie Crossfield
309 E. Main
Round Rock, TX 78664

Re: Engagement of Legal Services

Dear Mr. Crossfield:

This letter will confirm your engagement of this Firm to represent the Williamson County Karst Foundation in connection with certain environmental issues (the "Matter") as described in our proposal dated September 30, 2002, a copy of which is attached. We greatly appreciate this opportunity to be of service and look forward to working with you on the Matter. The purpose of this letter is to set forth our agreement with respect to the terms of our engagement. If you engage our firm on additional legal matters, this engagement letter will apply to those matters as well, unless separate engagement letters are executed for such matters.

Scope of Engagement. As counsel for the Williamson County Karst Foundation, we will represent your interests in regard to the Matter. While we will endeavor to achieve an outcome in the Matter that is acceptable to you, we can make no guarantees that a particular outcome will be achieved.

Cooperation. To enable us effectively to perform the services contemplated, it is essential that you disclose fully and accurately all facts and keep us apprised of all developments related to the Matter. You have agreed to cooperate fully with us and to make your representatives available to attend meetings, conferences, hearings, and other proceedings.

Fees. Our fees are based on the time spent by the attorneys and the paralegal personnel who work on the Matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, opposing counsel, and others; conferences among our attorneys and paralegal personnel; factual investigation if needed; legal research; responding to your requests for us to needed.

Our hourly billing rates range from \$225 to \$320 for partners and from \$140 to \$230 for associates. Work performed by legal assistants will be charged at rates ranging from \$95 to \$120 an hour. Billing rates for both attorneys and paralegal personnel are reviewed annually and generally are revised at the beginning of each year to reflect an attorney's and legal assistant's

SMITH, ROBERTSON, ELLIOTT & GLEN, L.L.P.

ATTORNEYS AT LAW

Williamson County Karst Foundation

December 3, 2002

Page 2

increased experience level. In this case, we will utilize the same discounted fee schedule in place between this firm and Williamson County, Texas.

Other Charges. Our billing practices with respect to most internal office expenses are different from many law firms and hopefully will be viewed favorably by you. We do not charge for in-house facsimile, long distance, postage, secretarial overtime, or other similar overhead items. It is our belief that our hourly fees should include and cover these types of expenses. We will charge for most in-house copies at a rate of 10¢/page, which roughly reflects our cost. We may from time to time adjust the copy rate as costs change. It is necessary, however, for us to pass along to you charges incurred from all outside vendors, such as, by way of example, but not limitation, court reporters, process servers, expert witnesses or consultants, copy services, overnight delivery charges, court costs, filing fees, electronic research, and travel costs. Unless special arrangements are otherwise made, fees and expenses of third parties are your responsibility and will be billed directly to you. Further, usually all invoices in excess of \$250.00 will be forwarded to you for direct payment.

Billing Cycle. Our billing rates are based on the assumption of prompt payment. Consequently, fees for our legal services and other charges will be billed monthly and are payable upon receipt.

Cost Estimates. From time to time at your request we may furnish estimates of legal fees and/or other charges that we anticipate will be incurred in connection with the Matter. Such estimates are by their nature inexact because of unforeseeable circumstances and, therefore, our actual fees and other charges billed may vary from such estimates.

Conflicts. If a controversy arises between you and any other client of our firm, we, after taking into account the rules of professional ethics applicable to us, may decline to represent either you or such other client or both you and such other client.

Termination or Withdrawal. Our representation may be terminated prior to the conclusion of the Matter by either of us by written notice to the other party. We reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, including the timely payment of our fees, or fail to cooperate or follow our advice on a material matter, or if any fact or circumstance would, in our view, render our continuing representation unlawful, unethical or ineffective. No such termination or withdrawal, however, will relieve you of the obligation to pay the legal fees owed us for services performed and other charges owing to us to the date of termination or withdrawal.

Client Documents. We will maintain all documents you furnish us in our client files for this Matter. At the conclusion of this Matter (or earlier if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to return to you. We may keep copies thereof to the extent we believe advisable for our records. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

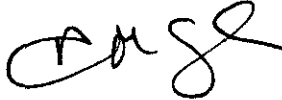
SMITH, ROBERTSON, ELLIOTT & GLEN, L.L.P.
ATTORNEYS AT LAW

Williamson County Karst Foundation
December 3, 2002
Page 3

If the foregoing correctly reflects the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to me.

Please do not hesitate to call me if you have any questions. We are pleased to have this opportunity to be of service to the Williamson County Karst Foundation and we look forward to working with you.

Very truly yours,



Alan M. Glen

Accepted and agreed to this _____ day of _____, 2002.

WILLIAMSON COUNTY KARST FOUNDATION

By: John C. Daefler 11-19-02
Name: John C. Daefler
Title: County Judge

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT
(Hourly Basis)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this ____ day of _____, _____ at Georgetown, Texas by and between WILLIAMSON COUNTY CONSERVATION FOUNDATION, INC., "Client", and Sheets & Crossfield, P.C., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with the acquisition of real property, and corporate counsel services.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the matter, strive to keep Client informed of all significant developments in this case and be available to answer inquiries.
2. Client empowers Attorney to take all steps in said matter deemed by Attorney to be advisable.
3. Client agrees to compensate Attorney for his services at the rate of \$165 per hour for the time which has been devoted to Client's case. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

Partner attorney:	\$165/hr
Associate attorney:	\$150/hr
Legal assistant(r-o-w)	\$ 75/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; and (4) facsimile charges.

4. **Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to Attorney.** Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments.
5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATED: _____

SHEETS & CROSSFIELD, P.C.

By: _____

Charles Crossfield

CONSERVATION

WILLIAMSON COUNTY

FOUNDATION, INC.

John C. Daeylen 11-19-02

By: _____

Printed Name:

Title:

approved 11-19-02
John C. Daehler

WORK AUTHORIZATION NO.1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement, entered into by and between Williamson County ("Client"), and Athabasca Consulting, inc. (aci) ("Consultant").

Part 1.

The Consultant will provide the following environmental services:

On September 17, 2002, the Williamson County Commissioners' Court authorized the creation of the "Williamson County Karst Foundation" (Foundation) a non-profit corporation. The Foundation will acquire, operate, and maintain caves occupied by three federally listed karst invertebrates (or endangered invertebrate species (EIS)) that are located in western Williamson County, Texas.

The three EIS located in Williamson County are Bone Cave harvestman (*Texella reyesi*), Tooth Cave ground beetle (*Rhadine Persephone*), and Coffin Cave mold beetle (*Batrissoides texanus*). The Bone Cave harvestman is located in six karst fauna regions (Jollyville, Central Austin, Cedar Park, McNeil/Round Rock, Georgetown, and North Williamson County). The Tooth Cave ground beetle occurs in the Jollyville Plateau and the Cedar Park karst fauna regions. The Coffin Cave mold beetle occurs in two karst fauna regions (North Williamson and Georgetown). The Bone Cave harvestman has both the greatest number of sites and the widest distribution of all EIS listed in Williamson Counties.

The Foundation's primary goal is to provide sufficient "banking" of occupied caves that will mitigate for adverse affects to the three invertebrates resulting from the construction, operation, and maintenance of roadways funded through Williamson County's \$350 million Road Bond Program. The acquisition, operation, and maintenance of the caves utilized by the "Mitigation Bank" will be based on the agreement recently executed by both Williamson County (County) and the U. S. Fish and Wildlife Service (USFWS).

Another goal of the Foundation will be to provide a long-term method for conservation and eventual recovery of the three EIS in Williamson County. However, the Mitigation Bank must first establish the parameters and costs for the Foundation to acquire, operate, and maintain the Mitigation Bank prior to actualizing the conservation and recovery goal. Accordingly, this Work Authorization will authorize aci to provide the details to establish the specific

methods (and costs) for the Foundation to acquire, operate, and maintain occupied caves for the Mitigation Bank. The Work Authorization will:

- 1) establish criteria for locating, acquiring, and accepting occupied caves by the Mitigation Bank;
- 2) determine the associated annual costs for operation and maintenance of caves accepted by the Mitigation Bank;
- 3) negotiate the acquisition, operation, and maintenance details for the Foundation;
- 4) identify (locate, survey, and assess) caves for the Mitigation Bank;
- 5) prepare a Mitigation Bank plan to formalize the process to be utilized by the Foundation;
- 6) prepare comments for the Foundation regarding any revised USFWS protocols for the Williamson County area; and,
- 7) attend meetings relevant to assisting the formation of the Mitigation Bank and deemed necessary by the Foundation.

USFWS has issued draft protocols regarding acceptance, operation, and maintenance of caves containing EIS. **aci** has conducted an intensive review of the protocols (and the associated costs) and has determined the average costs for accepting, operating, and maintaining caves to be cost prohibitive. For example, the draft protocol requirements for operating and maintaining caves annually range from \$13,100 to \$19,100 per cave. This contrasts starkly to what the current management costs are for private and public entities in Williamson County. A review of current costs for operating and managing caves in Williamson County annually range from \$750 to \$1,800 per cave.

aci has also determined that the draft protocols are (in many cases) too vague, and often recommend state-of-the-art equipment when a less expensive and just as effective alternative would suffice. Additionally, the draft protocols concentrate on the management of one cave and do not take into account the management of multiple caves in multiple areas.

The local and national homebuilder associations have taken legal action to require USFWS to issue the protocols for public comment before USFWS can enforce the draft protocols. A resolution of the legal action will most likely be that the USFWS will submit the draft protocols in the Federal Register for public comment. Following the public comment period, USFWS will finalize the protocols. At this time, the status of the final protocol criteria is unknown.

The primary goal of this Work Authorization will be to execute the following tasks to reduce those costs through clarification of the language in the draft protocols, the utilization of economies of scale in gathering data, and the incorporation of other more cost-effective operation and management techniques occurring in cave preserves for EIS that were established prior to the issuance of the draft protocols. In performing these services, aci will develop an acquisition, operation, and maintenance program for the Mitigation Bank that could become the criteria that the Foundation will employ in their discussions with USFWS. The criteria can then be included in the final protocols.

Part 2. The maximum amount payable services under this work authorization without modification is \$104,100.00. A rate schedule used to establish the maximum amount payable is attached hereto as Exhibit D.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on October 1, 2003, unless extended by a Supplement Work Authorization.

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

EXHIBIT D

POSITION	HOURLY RATE
Principal Ecologist	\$125.00
Principal Hydrogeologist	\$125.00
Professional Engineer	\$125.00
Senior Consultant	\$95.00
Principal Investigator (Archaeology)	\$80.00
Project Manager	\$75.00
Senior Scientist	\$75.00
Senior Geologist	\$75.00
Project Archaeologist	\$65.00
Field Scientist	\$55.00
GIS Technician	\$55.00
Staff Archaeologist	\$55.00
Staff Historian	\$55.00
Administrative	\$40.00

Distribution of Hours:**Task 1: Develop the Criteria for Acquisition of EIS Caves.**

aci will establish the criteria for locating, acquiring, and accepting EIS caves by the Foundation for the Mitigation Bank. Many of the landowners who currently own EIS caves, that the Foundation may acquire for the Mitigation Bank, have already satisfied all or most of these criteria. However, landowners who discover new caves may not have completed all of the criteria identified in the protocols. The criteria developed for the Foundation will provide landowners with the specific details necessary for acceptance by the Foundation and identify the potential associated costs. More importantly, the criteria will detail the mitigation credit awarded to the Mitigation Bank if the Foundation expends funds to upgrade the EIS cave to meet the protocols agreed to by USFWS.

USFWS draft protocols for EIS caves are designed to locate and determine how many EIS caves (and associated recharge features) exist, the surfaces and subsurface drainage associated with the EIS caves, the vertical and horizontal extent (mapping) of the EIS caves, a description of the vegetation and a vegetative management plan for the cave preserve, mapping of the surface topography and the cave preserve design, procedures regarding fire ant controls, and the installation of barriers that will deny public access. **aci** will employ these general guidelines plus experience gained from established karst

conservation plans for private land owners in order to develop the criteria for acquiring EIS caves.

Cost of Task 1: \$10,500.00

Task 2: Identify Caves for Acceptance for the Mitigation Bank.

aci will develop a method to locate and assess potential caves for acquisition by the Foundation for the Mitigation Bank. Many caves have been identified as containing EIS. However, habitat evaluations and censusing surveys for EIS in many of these caves may not have occurred for years. Recent development near the EIS caves may have also impaired the surface or subsurface habitat and extirpated EIS or species that provide food source for EIS. The method developed by executing this task will create standards for rating the biological viability of the cave. The standards will allow the Foundation to establish the ecological viability of each EIS cave and assist in establishing the mitigation credits for acceptance by the Foundation if the EIS cave is acquired for the Mitigation Bank. In addition to a process that will be utilized to establish credits for the Mitigation Bank, standards will also be drafted to include assessing the caves for their potential as a karst fauna area as per the recovery planning criteria for the three EIS.

Cost of Task 2: \$8,600.00

Task 3: Determine the Operation and Maintenance Plan and Associated Costs.

aci will develop an operation and maintenance plan to ensure that all caves accepted by the Foundation for the Mitigation Bank will be viable in perpetuity. The plan will revise the USFWS draft protocols to establish a more cost-effective yet scientifically sound process. Major discussion items will be drafted for negotiations with USFWS. Once agreement is reached with USFWS regarding the key elements of the operation and maintenance plan, a draft will be finalized and submitted to USFWS for authorization. Key elements of the plan include, but are not limited to: water quality and soil sampling; monitoring of troglodrene populations; censusing surveys for troglobitic species (including EIS); vegetative monitoring and maintenance; underground climate data monitoring; fire ant monitoring and control; and, access monitoring and management.

Cost of Task 3: \$25,000.00

Task 4: Negotiations with USFWS.

The negotiations will concentrate on seeking authorization from USFWS for a Mitigation Bank that will incorporate the work product described in Tasks 1-3. In addition, the negotiations will also include discussions on revising the draft protocols in a manner that replicates the criteria and standards agreed upon Tasks 1-3. The negotiations may include preparation of discussion materials.

Cost of Task 4: \$15,000.00

Task 5: Draft a Mitigation Bank Plan.

Following negotiations and agreement with USFWS regarding the key elements identified in Tasks 1-4, **aci** will draft the Mitigation Bank Plan for guiding the Foundation in establishing the short-term goals (i.e. provide mitigation for the Williamson County Road Bond Program) and long-term goals (i.e. a mitigation bank to be utilized by other public entities and private landowners) in resolving conflicts between development and conservation and recovery of the three EIS.

Cost of Task 5: \$25,000.00

Task 6: Draft Comments Regarding USFWS Protocols.

aci will prepare comments on behalf of the Foundation regarding the existing draft protocols if the protocols are published in the Federal Register.

Cost of Task 6: \$5,000.00

An itemization of estimated hours is attached as page 8.

AGENDA ITEM 34

Consider approving budget for Williamson County Karst Foundation.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve the proposed budget for the Williamson County Karst Foundation.

Vote: 3 – 0 – 1. **Judge Doerfler abstained from the vote.**

< Attachment >

**Williamson County Karst Conservation Fund, Inc.
Proposed Annual Budget
Fiscal Year 2003**

Administrative Expenses		Capital Expenses	
Corporate Counsel	\$24,000	Land Acquisition	\$1,300,000
Sheets and Crossfield		Williamson County Parkland	
Special Counsel	\$96,000	Future Land Acquisition	\$1,538,760
Smith, Robertson, Elliot and Glen, L.L.P.			
Public Relations	\$30,000		
Martin & Salinas Public Affairs			
Environmental Services	\$110,000		
A.C.I.			
Insurance	\$5,000		
Operation of Maintenance of Preserves	\$45,000		
Total Administrative Services	\$310,000		
Contingency	\$51,240		
Total Capital Expenses	\$2,838,760		
Total Expenses	\$3,200,000		

*Approved 11-19-02
John C. Doerfler*

AGENDA ITEM 35

Consider approving Change Order #5 from Workman for Southwest Regional Park in the amount of \$7,382.73.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve Change Order #5 from Workman Corporation for the Williamson County Regional Park in the amount of \$7,382.73.

Vote: 4 - 0

< Attachment >

LAND STRATEGIES INC.

PAUL LINEHAN & ASSOCIATES

November 12, 2002

Judge John Doerfler
Williamson County Commissioners
710 Main Street
Georgetown, Texas 78626

RE: Williamson County Regional Park

Dear Commissioner's:

The following synopsis is a breakdown for proposed change order #5.

Proposed Change Order #5

Additional cost proposed by commissioners or necessary for completion.

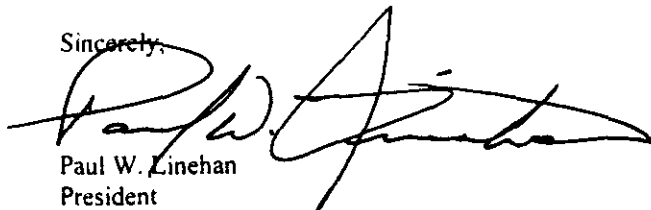
1. Angle Closure @ Buildings #00039	= \$ 3,020.60
2. Lock Cylinders - PCO #00040	= \$ 840.00
3. Temporary Fence - PCO #00041	= \$ 2,999.70
4. Bus Parking/Track Access Drive - PCO #00043	= \$ (9,216.07)cr.
5. Inground Mount for Trash Receptacles - PCO #00044	= \$ 1,533.40
6. Site Directional Signage - PCO #00045	= \$ (200.00)cr.
7. Building C&E Partitions - PCO #00046	= \$ 4505.60
8. 8" Check Valve - PCO#00047	= \$ 3,899.50

Sub-Total Cost

= \$ 7,382.73

*approved 11-19-02
John C. Doerfler*

Sincerely,


Paul W. Linehan
President

ENIG/PWL



PROPOSED CHANGE ORDER

No. 00039

TITLE: *Angle Closure at Buildings*
PROJECT: Williamson County Regional Park
TO: Land Strategies Inc.
 1010 Land Creek Cove
 Suite 100
 Austin, TX 78746
ATTN: Paul Linehan

DATE: 9/24/2002
JOB NO.: 2210
CONTRACT DATE: 4/9/2002
WORKMAN CORPORATION
 3735 Promontory Point Drive
 Austin, Texas 78744
 512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This proposed change order for the Williamson County Regional Park project is in reference to adding closure to the low side of Building A, B, C, and E as requested by Moman Architects. This change incorporates adding 3.5" * 3.5" * .25" angle on top of the CMU wall attached to the 12" * 4" tubular steel. The angle will be attached using tabs that are welded to the angle iron and welded to the tubular steel. The closer piece will also be painted to match the building.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Additional Angle Iron at Buildings A, B, C, and E	1.000	ls	\$2,038.00	\$2,038.00	10.00	\$203.80	\$2,241.80
00002	Paint additional angle at Building A, B, C, and E	1.000	ls	\$708.00	\$708.00	10.00	\$70.80	\$778.80

TOTAL: **\$3,020.60**

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

Sales Tax Exempt

SUBMITTED BY:

By: Marc Shepard

Marc Shepard

Date: 10/23/02

Revised 10/02

APPROVED BY:

By: Paul Linehan

Paul Linehan

Date: _____

FAXED

SEP 19 2002

CONSTRUCTION METAL PRODUCTS, INC.
23971 IH 35
KYLE, TEXAS 78640-4940
512-268-3888 (FAX: 512-268-2888)

FAX MEMO	Please review. if not complete call our office	T.D. File
----------	--	-----------

To: Workman Corporation

From: Ken Seibert *KS*

Attn: Marc Shepard

Date: August 28, 2002

Re: Williamson County Regional Park
Insert Screens above wallsNumber of Pages: 1
(Including this page)

CMP JOB NO. 02-235

Fax number sent to:
447-8156**REMARKS:**

Construction Metal Products's cost to furnish and install the seven (7) 3 1/2 X 3 1/2 angles at 25'-4" with tabs attaching the angle to the structure above is \$ 2,038.00.

Please advise Construction Metal Products in writing if we are to proceed.

If you have any questions or comments concerning this matter, please feel free to contact this office.



September 24, 2002

Workman Corporation
Austin, TX.

Attn: Nick
Re: W.C. Regional Park/Additional Steel Angles

Nick,

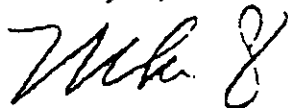
Please allow the sum of \$708.00 to paint approximately 175 feet of angle at each building.

Inclusions:

- 1) Prime and two finish coats

If you have any questions, please call

Thank you,



Mike Asbury

WORKMAN
CORPORATION
CONSTRUCTION SERVICES**PROPOSED CHANGE ORDER**
No. 00040TITLE: *Lock Cylinders*

DATE: 10/2/2002

PROJECT: Williamson County Regional Park

JOB NO.: 2210

TO: Land Strategies Inc.
1010 Land Creek Cove
Suite 100
Austin, TX 78746

CONTRACT DATE: 4/9/2002

WORKMAN CORPORATION
3735 Promontory Point Drive
Austin, Texas 78744

ATTN: Paul Linehan

512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This change incorporates switching the Sargent cylinders on the deadlock's to Falcon cylinder's. The Falcon deadlock's that were originally specified were discontinued, therefore the deadlocks were switched to a Sargent deadlock during the submittal process. This change is to include providing material, labor and equipment necessary to change the cylinders in order to allow one master key to open all locks on the buildings.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Replace Sargent Cylinders with Falcon Cylinders	10.000	unit	\$84.00	\$840.00	0.00	\$0.00	\$840.00

TOTAL: \$840.00

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

Sales Tax Exempt

SUBMITTED BY:

By: 

Marc Shepard

Date: 10/23/02

APPROVED BY:

By: _____

Paul Linehan

Date: _____



RECEIVED
6-20-02

LETTER OF TRANSMITTAL

TO: Workman Corporation
3735 Promontory Point
Austin, Tx. 78744

DATE: 6/19/02
ATTN: Marc Shepard
RE: Williamson County Regional Park

WE ARE SENDING YOU:

☐ ATTACHED ☐ COPY OF LETTER ☐ CHANGE ORDER
☒ SHOP DRAWINGS ☐ SPECIFICATIONS ☐ UNDER SEPARATE COVER
☐ SAMPLES ☐ PLANS ☐ OTHER

COPIES: DATE: DESCRIPTION:

8		Resubmittals on the Hollow Metal / Wood Door / Hardware

THESE ARE TRANSMITTED (as marked below):

☒ FOR APPROVAL ☐ APPROVED AS SUBMITTED ☐ FOR YOUR USE
☐ AS REQUESTED ☐ FOR REVIEW & COMMENT ☐ APPROVED AS NOTED
☐ FOR BIDS DUE:

REMARKS:

As requested, I have resubmitted with a Mortise Deadlock equal to the Falcon Deadlock specified, but discontinued. This deadlock will not key into a Falcon System and therefore the job will not be on a masterkey system. This was explained in detail when Nick called on the first submittal.

You can add a Falcon Cylinder to these deadlocks for an add of \$84.00/ea. If this is done you can key it to the Falcon system at that time.

COPY TO: File

SIGNED: David Deason

3714 BLUESTEIN DR., STE. 700
AUSTIN, TX. 78721
PN: (512) 926-3667
FX: (512) 926-3666

2129 CLINTON DRIVE
GALENA PARK, TX. 77547
PN: (713) 676-0378
FX: (713) 676-0436

**PROPOSED CHANGE ORDER**
No. 00041

TITLE: Temporary Fence - *REVISED*
PROJECT: Williamson County Regional Park
TO: Land Strategies Inc.
1010 Land Creek Cove
Suite 100
Austin, TX 78746
ATTN: Paul Linehan

DATE: 10/7/2002
JOB NO.: 2210
CONTRACT DATE: 4/9/2002
WORKMAN CORPORATION
3735 Promontory Point Drive
Austin, Texas 78744
512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This change incorporates the cost to install chain link temporary fencing along Roadway A as shown on fax transmission received from Land Strategies at the Williamson County Regional Park project. Please see attached for reference.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Chain link temporary fencing	120.000	lf	\$1.35	\$2,727.00	10.00	\$272.70	\$2,999.70

TOTAL: \$2,999.70

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt***SUBMITTED BY:**By: 

Marc Shepard

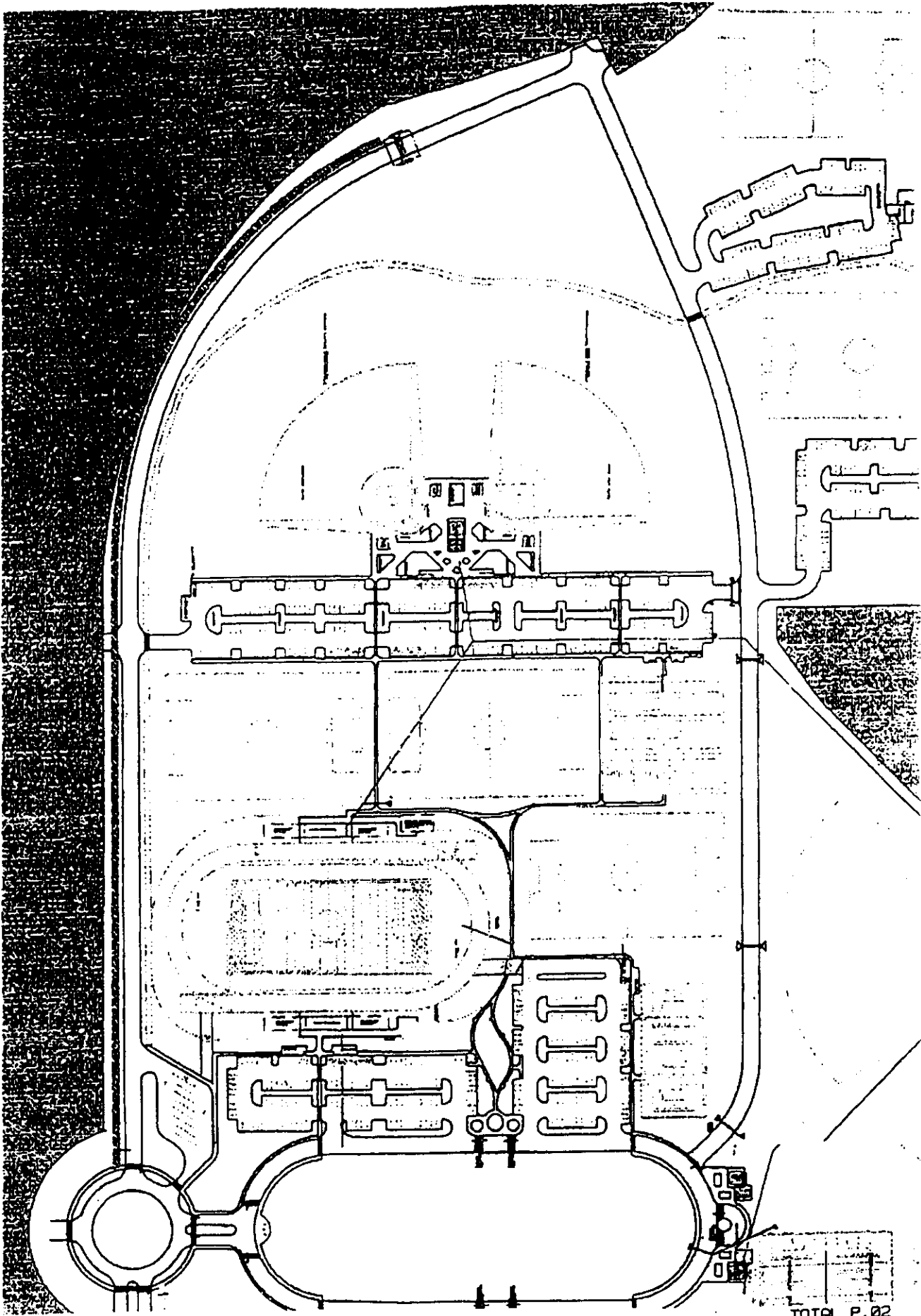
Date: 10/31/02

APPROVED BY:

By: _____

Paul Linehan

Date: _____



WILLIAMSON COUNTY PARK

BID FORMS

PART 3 - UNIT PRICES

UNIT PRICES FOR GENERAL CONSTRUCTION: The undersigned further agrees that in case additional work or material is authorized or less work material is required from what is shown in the Contract Documents, the following items of unit prices will be used in adjusting the Contract Price. The unit prices include overhead, profit, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the Unit Price, etc. Unit prices to be used for adjusting the Contract Price for more work for less work or material will be 100% of these amounts.

UNIT PRICE ITEM

1. TREE PROTECTION FENCING

Add / Deduct	1. Tree Protection Fence	Cost / Lf
	Chain Link Fence & Post	\$ 1.35

2. ELECTRICAL UNIT PRICES

Add / Deduct	1. Conduit: (Inground)	Cost / Lf
	Size:	
	1/2"	\$.96
	1"	\$ 1.32
	1-1/2"	\$ 1.76
	2"	\$ 1.98

2. Trenching: (6" wide)

Depth:	Cost / Lf
18"	\$ 2.20
24"	\$ 2.42

3. Conductors:

Wire Size	Cost / Lf
#10	\$.22
#8	\$.32

Dated 2/13/02

COPY

WORKMAN CORPORATION
3736 Promontory Point Drive
Austin, Texas 78744
(512) 328-9293



PROPOSED CHANGE ORDER
No. 00043

TITLE: *Bus Parking/Track Access Drive*

DATE: 10/9/2002

PROJECT: Williamson County Regional Park

JOB NO.: 2210

TO: Land Strategies Inc.
1010 Land Creek Cove
Suite 100
Austin, TX 78746

CONTRACT DATE: 4/9/2002

WORKMAN CORPORATION
3735 Promontory Point Drive
Austin, Texas 78744

ATTN: Paul Linehan

512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This change incorporates reducing the size of the bus parking area and changing the track access drive from concrete to asphalt per Land Strategies request for the Williamson County Regional Park project. The bus parking shall be reduced in size so that trees could be saved per Gray-Jansing's supplemental instruction dated 10/7/02. The original access drive was included in the base bid as approximately 1425 sq.ft of concrete. Since the Bus Parking lot was reduced, approximately 1200 sq.ft. of concrete was added. At the request of Jeff Clifford with Land Strategies, this change includes the following: changing the original 1425 sq.ft. of concrete to asphalt; adding approximately 875 sq.ft. of asphalt due to the bus parking changes; all layout, subgrade preparation, limestone base, 18" concrete ribbon curb, and 2" of hot mix asphalt. Access drive to remain 20 feet wide from back of curb to back of curb. All work shall be performed in accordance with original project requirements. This change does not include any striping, signage or costs for additional testing. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Concrete access drive	1425.000	sqft	(\$3.15)	(\$4,488.75)	2.00	(\$89.78)	(\$4,578.52)
00002	Subgrade, Limestone base, and 2" HMA	226.000	sqyd	\$10.43	\$2,357.18	10.00	\$235.72	\$2,592.90
00003	18" concrete ribbon curb	270.000	lf	\$7.25	\$1,957.50	10.00	\$195.75	\$2,153.25
00004	Bus Parking Lot reduction	882.000	sqyd	(\$10.43)	(\$9,199.70)	2.00	(\$183.99)	(\$9,383.70)

TOTAL: (\$9,216.07)

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

Sales Tax Exempt

SUBMITTED BY:

By:

Marc Shepard

APPROVED BY:

By:

Paul Linehan

Date:

10/10/02

Date:



GRAY · JANSING & ASSOCIATES, INC.

MEMORANDUM

TO: Marc Sheppard; Workman Construction
Bob Ashmore; Workman Construction

FAX: 238-9025

FROM: Jim Brewer, P.E. *JB*

RECEIVED

DATE: October 7, 2002

OCT 08 2002

Re: Bus Parking Lot Dimensional Control
Williamson County Regional Park

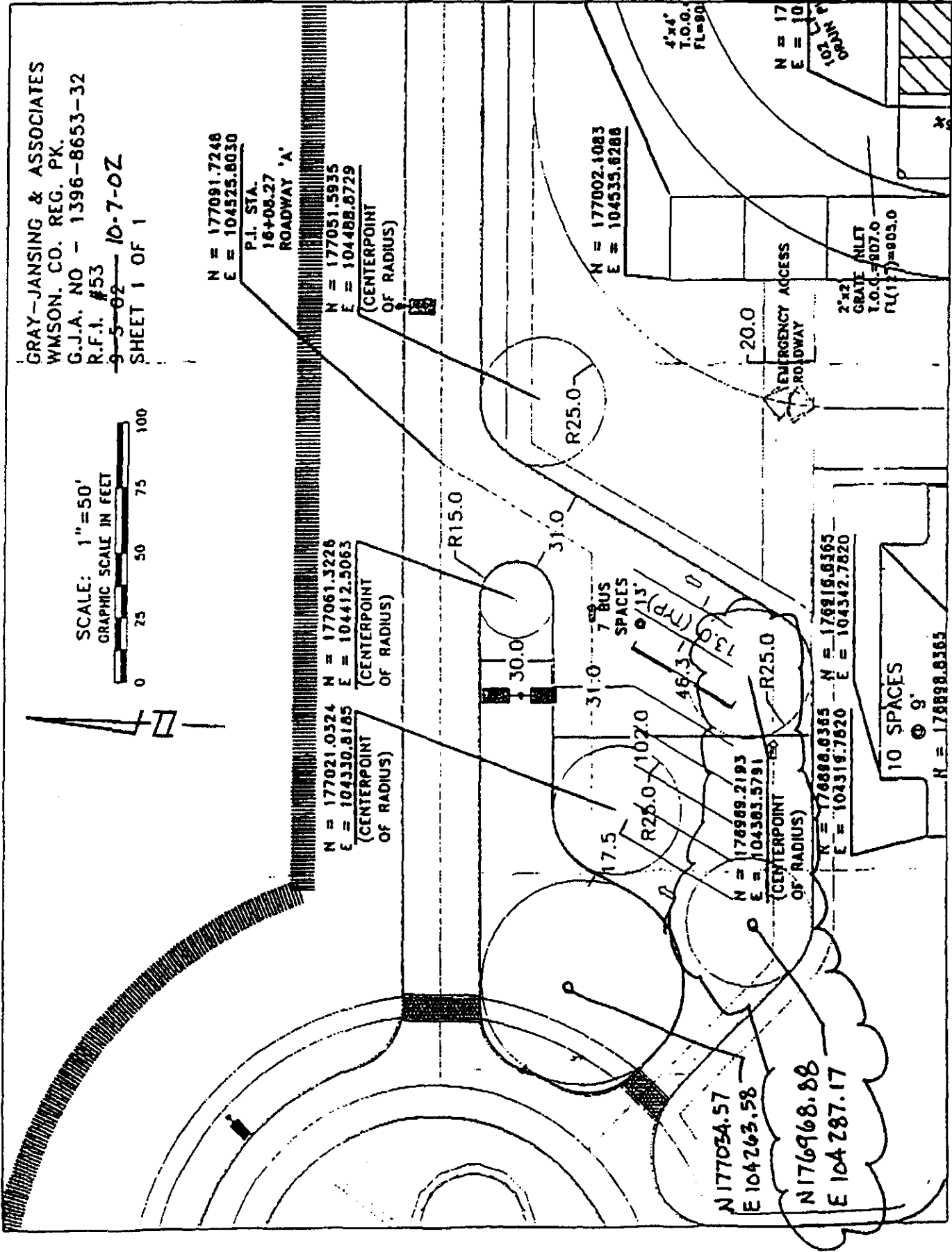
By: Workman Construction

GJA No. 1396-8653-34

We have checked the coordinates of the center points for the two radius points as requested. The attached figure provides those coordinates. Please note that the western point did not change from the original coordinates provided on Sheet C-37 since this area of the bus parking lot has not been modified. The eastern point was the same coordinate as that provided in RFI No. 53 response dated September 4, 2002 which provided the revised bus parking lot layout.

cc: Mr. Jeff Clifford; Land Strategies, Inc.
Mr. Donald K. Bayes, P.E.; Gray, Jansing & Associates, Inc.
Mr. Gene Theriot; Gray, Jansing & Associates, Inc.

Consulting Engineers
8217 Shoal Creek Blvd., Suite 200 Austin, Texas 78757-7592 • (512)452-0371 FAX (512)454-9933



**RANGER**

EXCAVATING, LTD.

5222 THUNDER CREEK RD. B-1 • AUSTIN, TEXAS 78759 • (512) 331-5551

MEMORANDUM

Date: September 24, 2002
To: Marc Shepard
Workman Corp.
From: Stacy Thomas
Re: Williamson County Park
Subject: Bus Terminal Parking Reduction

Fax: 238.9025 ✓

Marc,

The reduction in price for the Bus Terminal for the above mentioned project will be as follows:

Parking lot reduction - 882 Sy - <\$9200.00>

We can proceed with this work immediately upon your direction and a Written Change Order

Feel free to contact me with any questions or comments.

Thank you.

10/10/02

Add for enlarged bus drive

256 sy @ \$10.43/sy ... + \$2,670-

mm "

WORKMAN
CORPORATION
CONSTRUCTION SERVICES**PROPOSED CHANGE ORDER**
No. 00044

TITLE: *Inground Trash Receptacles*
PROJECT: Williamson County Regional Park
TO: Land Strategies Inc.
1010 Land Creek Cove
Suite 100
Austin, TX 78746
ATTN: Paul Linehan

DATE: 10/16/2002
JOB NO.: 2210
CONTRACT DATE: 4/9/2002
WORKMAN CORPORATION
3735 Promontory Point Drive
Austin, Texas 78744
512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This change incorporates changing the assembly of the site trash receptacles from freestanding to inground for the Williamson County Regional Park project. This change includes all labor, material, equipment, supervision and incidentals required to install inground trash receptacles. This assembly is similar to the inground mounting method of the site benches and bicycle racks. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Provide & Install inground mount assemble for trash receptacles	1.000	Is	\$1,394.00	\$1,394.00	10.00	\$139.40	\$1,533.40

TOTAL: \$1,533.40

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

*Sales Tax Exempt***SUBMITTED BY:**By: 

Marc Shepard

Date: 10/16/02**APPROVED BY:**

By: _____

Paul Linehan

Date: _____

CHANGE ORDER PROPOSAL NUMBER 2

T.F. Harper & Associates
103 Red Bird Lane
Austin, Texas 78745
e-mail: playground@tfharper.com

800-978-0107 Phone
512-440-0707 Phone
512-440-0738 Fax

TO: Workman Corporation
Attn: Marc Shepard, Project Manager
Address:
Phone: 238-8224
Fax: 238-9025

DATE: October 15, 2002

PROJECT: Williamson County Regional Park

QTY	DESCRIPTION OF EQUIPMENT	UNIT COST	TOTAL COST
	ADD TO PURCHASE ORDER #2210-02870:		
41	#TR INGRD Inground Mount Assembly for Trash Receptacle	\$24.00	\$984.00
	Freight		\$115.00
	Installation		\$295.00
			\$1,394.00
	TOTAL CHANGE PROPOSAL #2: ADD \$1,394.00		

PRICES ARE VALID FOR 30 DAYS FROM DATE OF QUOTE.

NOT INCLUDED: Sales Tax

Estimated Delivery Time: 7 - 10 Days

Payment Terms: Per Original quote and Your Purchase Order #2210-02870

Accepted by: _____

Date: _____ P.O. #: _____ (If applicable)

Thank you for the opportunity to quote this equipment.


Tommy Cullinane, Sales Representative



PROPOSED CHANGE ORDER
No. 00045

TITLE: *Site directional signage-REVISED*

DATE: 10/21/2002

PROJECT: Williamson County Regional Park

JOB NO.: 2210

TO: Land Strategies Inc.
 1010 Land Creek Cove
 Suite 100
 Austin, TX 78746

CONTRACT DATE: 4/9/2002

WORKMAN CORPORATION
 3735 Promontory Point Drive
 Austin, Texas 78744

ATTN: Paul Linehan

512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This change incorporates providing and installing site directional signage for the Williamson County Regional Park project. Under the Base Contract, there is a \$10,000 allowance for site signage. This change includes all costs to provide and install site signage as specified per LSI's plan and specifications. All signs shall be 3/4" MDO plywood with routed graphics. Frames shall be constructed out of Cedar. Signs shall be mounted in concrete per standard detail. Subcontractor shall construct a mock-up for approval upon acceptance of their proposal. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Site directional signage	1.000	ls	(\$200.00)	(\$200.00)	0.00	\$0.00	(\$200.00)

TOTAL: (\$200.00)

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

Sales Tax Exempt

SUBMITTED BY:

APPROVED BY:

By: _____
 Marc Shepard

By: _____
 Paul Linehan

Date: _____

Date: _____



Bid Proposal

Prepared for: Marc Shepard
Workman Corporation

Prepared by: Randy Meeks

Date: 10/24/02

Project: Williamson County Regional Park

Scope of Work

Fabricate and install the directional sign for the Williamson County Regional Park per the specs provided. The sign faces will be 3/4" MDO plywood with all graphics routed into the face. The frames will be constructed of cedar as specified and set in concrete.

The quantity and sizes to be fabricated are as follows:

- 4' wide, single faced signs: 6 each
- 4'9" wide, single faced signs: 5 each
- 4' wide, double faced signs: 4 each
- 4'9" wide, double faced signs: 1 each

Price: \$9,800.00 plus tax if applicable.

The prices breakdown as follows: Single faced signs are \$550 each, and the double faced signs are \$750 each. Total labor allowance included in the total figure above is \$4,880.00.

Terms: 50% deposit upon acceptance of proposal with the balance due upon completion. Fabrication and installation to occur within approximately four weeks of receipt of down payment.

Please give me a call at 365-2010 if you have any questions.

Accepted By: _____ Date: _____

TITLE: *Building C & E Partitions*
PROJECT: Williamson County Regional Park
TO: Land Strategies Inc.
1010 Land Creek Cove
Suite 100
Austin, TX 78746
ATTN: Paul Linehan

DATE: 10/30/2002
JOB NO.: 2210
CONTRACT DATE: 4/9/2002
WORKMAN CORPORATION
3735 Promontory Point Drive
Austin, Texas 78744
512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This change incorporates fabricating and installing metal mesh partitions in Building C and E at the Williamson County Regional Park project. This price includes: shop drawings for approval; shop fabrication; all labor, material, equipment, and incidentals required to install partitions. Mesh partitions shall be installed in three sections since this material cannot be fabricated in the size required for one piece. Mesh partitions to be installed as shown on Moman Architects RFP dated 10/24/02. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Provide and install mesh partitions in Building C & E	1.000	ls	\$4,096.00	\$4,096.00	10.00	\$409.60	\$4,505.60

TOTAL: \$4,505.60

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

Sales Tax Exempt

SUBMITTED BY:

By: 
Marc Shepard

Date: 10/30/02

Expedition ®

APPROVED BY:

By: _____
Paul Linehan

Date: _____



Contract Administration

G709 Work Changes Proposal Request

Distribution List:

Owner	<u>Wm Cty</u>
Architect	<u>Moman</u>
Consultant	<u>LSI</u>
Contractor	<u>Workman</u>
Field	
Other	

PROJECT (Name and address):

Williamson County Regional ParkPROPOSAL REQUEST NUMBER: 3DATE OF ISSUANCE: 10/24/02

OWNER (Name and address):

Williamson CountyCONTRACT FOR: General ConstructionCONTRACT DATE: June / 2002

FROM ARCHITECT (Name and address):

Moman Architects, Inc.ARCHITECT'S PROJECT NUMBER: 01125-00

TO CONTRACTOR (Name and address):

Workman Corporation

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within seven (7) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work)

Provide the costs to ADD the wire mesh between the Men & Women in Bldgs. C & E.

ATTACHMENTS (List attached documents that support description):

SK1 & SK2 Dated 10/24/02

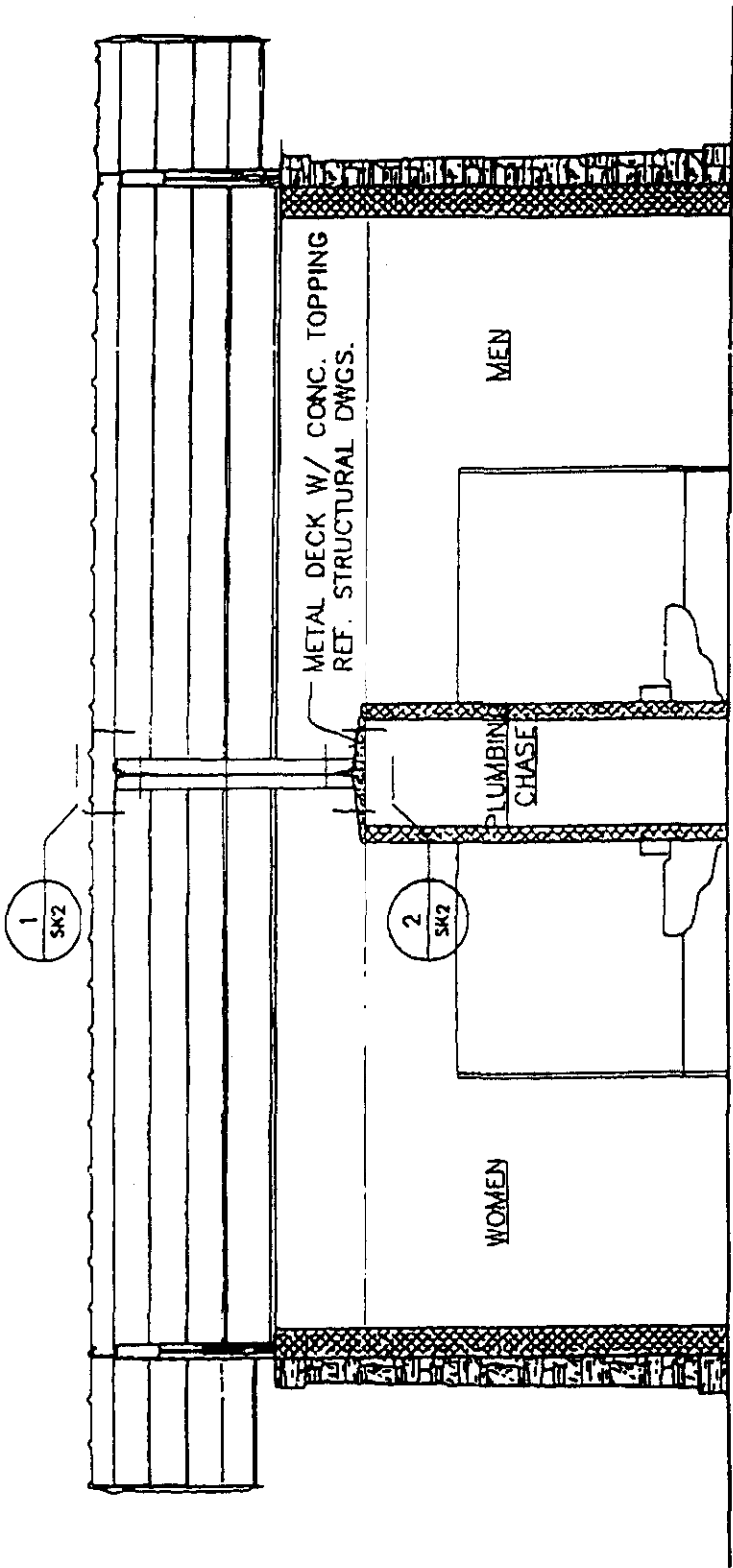
REQUESTED BY THE ARCHITECT:

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document. An original assures changes will not be obscured.

© AIA Document G709 Work Changes Proposal Request Electronic Format © 2001 The American Institute of Architects • www.aia.org • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below, User Document: wmcry park-prf3.aia - 10/24/2002. AIA License Number 1017784, which expires on 12/10/2002.

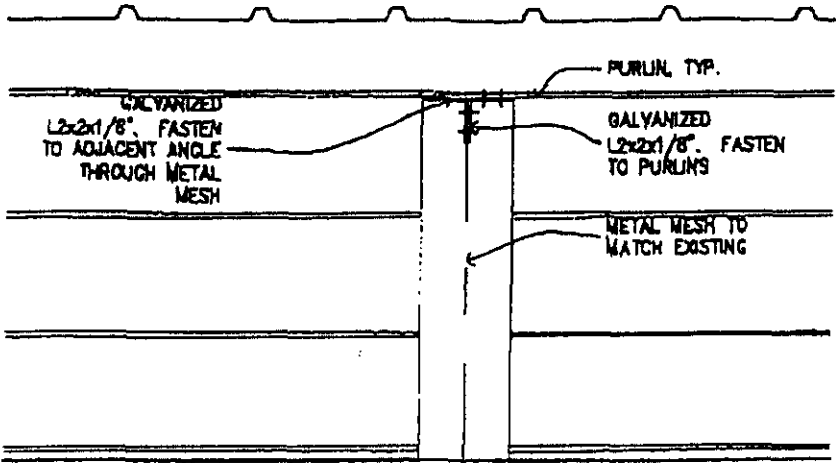
Electronic Format G709 - 2001



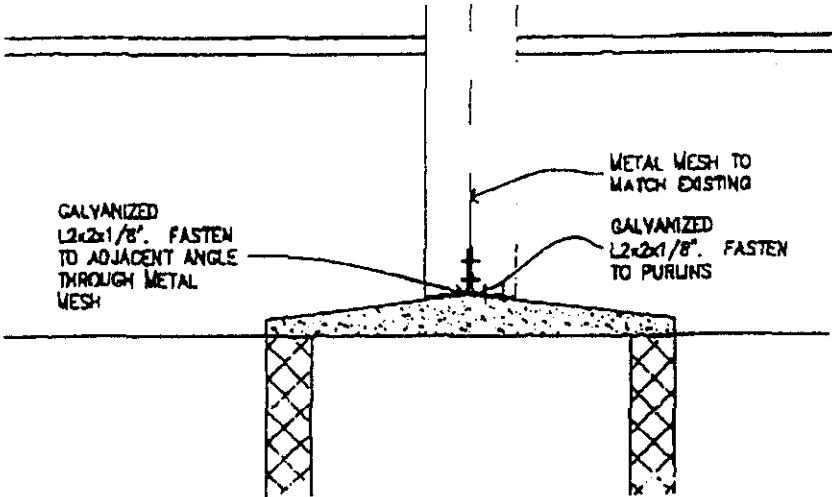
1 BUILDING C & E SECTION

SCALE: 1/4" = 1'-0"

02/21/02



1 DETAIL
SCALE: 3/4" = 1'-0"



2 DETAIL
SCALE: 3/4" = 1'-0" 10/24/02

CONSTRUCTION METAL PRODUCTS, INC.
 23971 IH 35
 KYLE, TEXAS 78640-4940
 512-268-3888 (FAX: 512-268-2888)

FAX MEMO Please review, if not complete call our office T.D. File

To: Workman Corporation

From: Ken Seibert

Attn: Mark Shepard

Date: October 30, 2002

Re: Williamson County Regional Park
 Screen Partition

Number of Pages: 1
 (Including this page)

CMP JOB NO. 02-235-X8

Fax number sent to:
 326-9293-office
 238-9025-jobsite

REMARKS:

Please find below Construction Metal Products's cost to furnish and install partitions for buildings C & E. Our cost is based on the following:

- a) Partition shall be made in three (3) framed 8'-0 sections with a vertical plate in the center to splice the 4'-0 mesh panels.
- b) Frame shall be double angle 2 X 2 X 1/8 and vertical plate shall also be on both sides to hide the required splice.
- c) Bottom cord shall be bent plate to match sloped concrete with plates added to anchor frame to concrete.
- d) Field measurements are excluded.

Material, shear and break, mesh and anchors.....	\$ 772.00
Labor...26 hrs. @ \$45.00	\$ 1,170.00
Detailing..6 hours @ \$65.00.....	\$ 390.00
Freight.....	\$ 150.00
Erection..3 men for one day (24hrs. @ \$45.00).....	\$ 1,080.00
Total.....	\$ 3,562.00
Profit.....	\$ 534.00
Grand total.....	\$ 4,096.00

Please issue Construction Metal Products an additive change order in the amount of \$ 4,096.00 if we are to proceed.

If you have any questions or comments concerning this please feel free to contact this office.



PROPOSED CHANGE ORDER
No. 00047

TITLE: 8" Check Valve

DATE: 10/31/2002

PROJECT: Williamson County Regional Park

JOB NO.: 2210

TO: Land Strategies Inc.
1010 Land Creek Cove
Suite 100
Austin, TX 78746

CONTRACT DATE: 4/9/2002

WORKMAN CORPORATION
3735 Promontory Point Drive
Austin, Texas 78744

ATTN: Paul Linchan

512 326-9293 512 447-8156 FAX

DESCRIPTION OF PROPOSAL

This change incorporates the additional cost to install an 8" check valve on the water main at the Williamson County Regional Park project. This price includes: all labor, material, equipment, supervision and incidentals required to install a check valve assembly per Gray-Jansing's sheet C-54A dated 6/20/02. Please see attached.

Item	Description	Quantity	Units	Unit Price	Subtotal	Fee %	Fee	Net Amount
00001	Provide & Install one (1) 8" check valve assembly	1.000	Is	\$3,545.00	\$3,545.00	10.00	\$354.50	\$3,899.50

TOTAL: \$3,899.50

The approval of this Proposed Change Order constitutes authorization to proceed with the work herein.

Sales Tax Exempt

SUBMITTED BY:

By:

Marc Shepard

Date:

10/31/02

APPROVED BY:

By:

Paul Linchan

Date:


Exemption #

WILLIAMSON COUNTY REGIONAL PARK PHASE I
AUSTIN, TX.
October 31, 2002
Extra Work - Cost Analysis
GENERAL CONTRACTOR: WORKMAN CORPORATION
SUBCONTRACTOR: TRI DAL AUSTIN, LTD.

DESCRIPTION OF CHANGE: PRICE TO INSTALL 8" SWING CHECK VALVE & VAULT
INTO EXISTING 8" WATER LINE.

Item	Items of Labor, Material or Equip	Quan.	Unit	Unit Cost	Item Total Cost	Labor Total cost	Material Total Cost	Equipment or Other
	PUBLIC WATER IMPROVEMENTS							
1	8" SWING CHECK VALVE	1 EA	1510.00		1510.00	158.00	1115.00	237.00
2	8" REPAIR COUPLING	1 EA	260.00		260.00	68.00	90.00	102.00
3	30" X 30" CONCRETE VAULT	1 EA	1368.00		1368.00	168.00	838.00	252.00
4	EXCAVATION	5 CY	14.00		70.00	28.00	0.00	42.00
5	BACKFILL	5 CY	5.00		25.00	10.00	0.00	15.00
	SUBTOTAL PUBLIC WATER				3,223.00	432.00	2,143.00	648.00

Subtotal of changes \$ 3,223.00
10% OVERHEAD AND PROFIT \$ 322.30
TOTAL \$ 3,545.00

Submitted by: 
JASON SOUTHARD
PROJECT MANAGER

AGENDA ITEM 36

Discuss and take appropriate action concerning park issues related to water, turf management contract and Karst areas.

Commissioner Boatright discussed contracting out turf management and irrigation for the Williamson County Regional Park. He said that he will discuss the issue further with Bob Space in Purchasing, Jim Rodgers, the new Parks Director, and Paul Linehan to develop a bid proposal.

No action was taken on this agenda item.

AGENDA ITEM 37

Consider approving an interlocal agreement between Fern Bluff MUD and Williamson County Constable Precinct #1 for security patrols.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve an interlocal agreement between Fern Bluff MUD and Williamson County Constable Precinct #1 for security patrols, *subject to approval of the agreement by the County Attorney.*

Vote: **4 - 0**

< Attachment >

ORIGINAL

INTERLOCAL AGREEMENT FOR SECURITY PATROLS

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

This Interlocal Agreement for Security Patrols ("Agreement") is entered into by and between **Williamson County, Texas** (the "County") and **Fern Bluff Municipal Utility District** (the "District"), to set forth the terms and conditions under which the County will provide additional security patrols by the Precinct One Williamson County Constable's Office (hereafter referred to as the "Department") of the property within the District.

RECITALS

WHEREAS, the District is a political subdivision of the State of Texas with all of its area located within the County; and

WHEREAS, the County is a political subdivision of the State which provides, through the Department, Criminal and Civil law enforcement services within the geographic area encompassed by the County, including the District; and

WHEREAS, the District desires to obtain increased security patrols within the District for purposes of preventing or abating offenses against the rules of the District and the laws of the State, as permitted by Section 49.216 of the Texas Water Code; and

WHEREAS, the District and the County are empowered, under Chapter 791 of the Government Code, the Texas Interlocal Cooperation Act (the "Cooperation Act"), to contract with each other for the performance of governmental functions, including police protection; and

WHEREAS, increased patrols by the Department would mutually benefit the parties, and serve to protect the public interest and the public health, safety and welfare;

NOW, THEREFORE, know all men by these presents, that good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the County agree as follows:

Section 1. Patrol Services. The County agrees to provide additional patrol services during high-risk periods, up to ONE HUNDRED (100) HOURS per month. The time blocks and the number of patrols shall be determined by the Department subject to approval by the District. Furthermore, the District

manager shall approve the patrol schedule submitted by the Department. The Department and the District may amend the number of hours by the mutual written consent of the Department services for the District. The off duty Deputy Constable, while in the employ of and providing the services for the District, must at a minimum, drive through the parking lot for each Fern Bluff MUD Park at least twice during each shift of patrol walk through the park providing foot patrol services at least twice each shift of patrol thereby providing specific patrol service at the park location a minimum of four times per shift of patrol. During the foot patrol walk-through, the Deputy Constable will monitor the facilities located in the Parks for vandalism and criminal mischief damage. A written report stating the date and time of each patrol and any incidents or other suspicious activities observed will be submitted MONTHLY, due on the first of the month. This agreement will afford the District dedicated service to the area of patrol described as Fern Bluff Municipal Utility District, with an exception in that this agreement in no way will relieve the County of its obligation to respond to emergencies of such a nature to prevent the loss of life of any person or imminent serious bodily injury to any person. These services are in addition to routine services provided to the constituents of Precinct One, Williamson County, by the Department.

Section 2. Compensation. For the additional patrol service provided by the Department, the District agrees to pay, from current revenues, ONE and ONE-HALF times the normal hourly rate of that Deputy Constable providing patrol service. The County authorizes and directs the District to pay all sums due and payable hereunder, every two weeks, directly to the Deputy Constable providing additional patrol service to the District. The County will prepare and issue to each Deputy Constable a time sheet indicating: (a) the total hours of dedicated patrol service rendered by the Deputy Constable during the District's pay period regarding this specific service, and (b) the County's approval of the services, and forward these time sheets to the District for payment. The total amount payable by the District must not exceed TWENTY-FIVE HUNDRED DOLLARS (\$2,500.00) per month unless the number of approved hours is modified by the District and the Department. The District, in paying for the governmental services rendered by the County through the Department, will make payments out of current revenues available to the District, as required by the Cooperation Act. The District agrees to issue IRS forms (1099) to each Deputy Constable providing services, setting forth the total sum paid to the Deputy Constable for each calendar year in which services are performed.

Section 3. Performance of Patrol Services. Additional patrol services provided to the District under this agreement will be provided by Deputy Constable personnel employed by the Williamson County Constable's Office, and the Deputy Constables will remain under the control and supervision of the Constable, Precinct One, Williamson County at all times. The Deputy Constable personnel providing services under this agreement will perform duties in the same manner as if providing patrol services within the District in the absence of the agreement, and will remain County employees, entitled to the same benefits and subject to the same restrictions as any other Deputy Constable; however, the direct hourly compensation to be paid to the Deputy Constable will be paid as provided in Section 2. The Deputy Constable(s) providing service to the

District must wear the standard issue Williamson County Constable Office patrol service uniform along with standard police issue equipment and utilize marked Williamson County Constable Office patrol vehicles while providing services under this agreement. All equipment, uniforms, and insurance will be the sole responsibility of the County. All Deputy Constable personnel providing services will be acting in the course and scope of their official capacity as employed by the County at all times while engaged in the performance of the additional patrol services contemplated hereunder. In exchange for the mutual agreement that the Deputy Constable(s) providing service to the District may respond to other calls from Country, if needed, the County, waives its normal charge for their patrol car used by the Deputy Constable(s) while providing service to the District.

Section 4. Indemnity. The District will have no liability relating to any action taken by any Deputy Constable providing services under this agreement. To the extent permitted by applicable law, the County will indemnify the District from any liability, claim or demand, including attorney's fees for the defense thereof, arising as the result of any act or failure to act by any Deputy Constable providing services under this agreement.

Section 5. Notice. Any notice given hereunder must be in writing, and may be effected by personal delivery, or by certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Fern Bluff Municipal Utility District
c/o ECO Resources, Inc.
9511 Ranch Road 620 North
Austin, Texas 78726-2908
ATTN: Gary Spoonts, General Manager

Department: Office of Constable Gary Griffin
Precinct One, Williamson County
211 Commerce Cove
Round Rock, Texas 78664
with copies to: County Judge John Doerfler
710 S. Austin Ave.

Georgetown, Texas 78626 and
County Attorney Eugene D.Taylor
405 M.L. K., Box 7
Georgetown, Texas 78626

These addresses for notice may be changed by either party by delivering written notice of the change, in accordance with the requirements of this Section, to the other party.

Section 6. Term. The term of this agreement will expire on September 30, 2003, unless sooner terminated by either party by giving written notice to the other party. Provided however, this agreement may be extended by the mutual agreement of the parties.

Section 7. General Provisions.

a. **Interlocal Cooperation.** The District and the County agree to cooperate with each other, in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this agreement. Each party acknowledges and represents that this agreement has been duly authorized by their respective governing body.

b. **Entire Agreement; Amendments.** This agreement contains the entire agreement between the parties respecting the subject matter, and supersedes all prior understandings and agreements between the parties. This agreement may not be modified or amended except by written agreement duly executed by both parties.

c. **Interpretation.** This agreement has been entered into under the authority granted under the Cooperation Act. All terms and provisions are to be construed and interpreted consistently with that Act.

d. **Invalid Provisions.** Any provision of this agreement that is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable will not be deemed to impair, invalidate, or nullify the remainder of this agreement.

e. Applicable Laws. This agreement will be construed in accordance with the laws and Constitution of the State of Texas. All obligations are performable in Williamson County, Texas, and venue for any action hereunder will be in Williamson County, Texas.

Executed on the date or date(s) indicated below, to be effective on or about the 1 day of Dec, 2002.

Date signed: Nov. 26, 2002

FERN BLUFF MUNICIPAL UTILITY

DISTRICT

By: Jean I. Cochran

Jean I. Cochran, President

Board of Directors

ATTEST:

Terry Thompson
Terry Thompson, Asst
Glen R. Luepoltz, Secretary

Board of Directors

Date signed: Nov. 26, 2002

COUNTY OF WILLIAMSON

State of Texas

By: John C. Dyer 11-19-02

Name: John C. Dyer

Title: County Judge

COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:37 A.M. ON TUESDAY, NOVEMBER 19, 2002.

AGENDA ITEM 38

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 11:48 A.M. ON TUESDAY, NOVEMBER 19, 2002.

AGENDA ITEM 39

Discuss and take appropriate action on real estate.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To authorize Charlie Crossfield to continue negotiation on a parcel of property on Parmer Lane.

Vote: 4 - 0

AGENDA ITEM 40

Comments from commissioners.

Commissioner Boatright stated that the court needs to consider alternate uses of the 35 acres on Brushy Creek Road, considering comments from the public this morning. **Commissioner Hays** agreed. He noted that an amphitheater was not among the top ten projects on the survey of county residents that was taken last year.

Commissioner Limmer inquired about how much of the budget for the Williamson County Regional Park would come from usage fees. **Commissioner Boatright** stated that it may be above 40 percent, and reminded the court that some of the costs in the budget are one-time capital costs.

COMMISSIONERS' COURT ADJOURNED AT 11:50 A.M. ON TUESDAY, NOVEMBER 19, 2002.

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 186, inclusive had at a Special Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 26th day of November, 2002.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,
Commissioners' Court, Williamson County, Texas

By: 

Deputy Clerk