

**NOTICE OF A MEETING OF THE  
FACILITY COMMITTEE  
OF THE  
EANES INDEPENDENT SCHOOL DISTRICT**

Notice is hereby given that the **Eanes Facility Committee** will have a **meeting** on **Friday, December 12th, 2003 at 8:00 a.m.** in the Board of Trustees at 601 Camp Craft Rd., Austin, TX 78746. The following subjects will be discussed, to wit:

**Items of Information for Discussion**

1. Hill Country Middle School Playfield Restoration
2. Forest Trail ADA Access Approval
3. Amendment to the Water Supply Agreement with LCRA –WRMS and Barton Creek El.
4. WCID #10 Water Meter Easement Agreement for 9<sup>th</sup> Grade Center
5. Lease Agreement with Travis County to construct stairs at Camp Craft Rd.
6. Engineering Service Contract with Murfee Engineering for waste water analysis for Eanes El..

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Facility Committee of the above named school district, is a true and correct copy of said Notice, and that I posted a true and correct copy of said Notice on a bulletin board, located at a place convenient and readily accessible to the general public at all times in its Central Administrative Office located at 601 Camp Craft Rd., Austin, Texas, a place convenient to the public.

Dated this the 9<sup>th</sup> day of December, 2003.

Eanes Independent School District

By \_\_\_\_\_  
Jess Butler, Superintendent

AMENDMENT TO WATER SUPPLY AGREEMENT

This Amendment to Water Supply Agreement is made this the And day of December, 2003, by and between the Lower Colorado River Authority, hereinafter called "LCRA," and Eanes Independent School District, hereinafter called "Purchaser," to wit:

WITNESSETH:

WHEREAS, the Uplands Company and Purchaser entered into a certain Water Supply Agreement ("Agreement"), dated October 25, 1985, pursuant to which the Uplands Company agreed to provide wholesale, potable water to Purchaser; and

WHEREAS, the LCRA succeeded to the rights of the Uplands Company pursuant to the Agreement; and,

WHEREAS, the term of the above-mentioned agreement expires on October 25, 2025; and

WHEREAS, it has become desirable to amend said agreement to amend the delivery points into Purchaser's system pursuant to said Agreement; and

WHEREAS, it also has become desirable to amend said agreement so that Purchaser will take delivery of water directly from LCRA rather than through the Barton Creek West Water Supply Corporation's service area; and

WHEREAS, the change in the delivery points under the Agreement will result in Purchaser no longer being charged a ten percent loss factor as currently set forth in the Agreement; and

WHEREAS, the change in delivery points also will allow Purchaser to take delivery of water from multiple sources within the LCRA System, thereby increasing the reliability of Purchaser's water service;

NOW THEREFORE, in mutual consideration of the premises and provisions hereinafter contained, LCRA and Purchaser agree to amend said contract as follows:

In the AGREEMENT, the term "Uplands" is amended and replaced with "LCRA" to reflect that the LCRA acquired the Uplands' Water Supply System and enjoys all rights of, and is bound to all obligations of, Uplands under the Agreement.

In the AGREEMENT, Article I, "Definitions," the definition of "Point of Delivery" is hereby amended to read in its entirety as follows: "'Point of Delivery' shall mean the place at which the meters to measure the flow of potable water are located, as depicted on Exhibit 'B.' Point of Delivery shall be the point at which LCRA is obligated to deliver water to Eanes."

In the AGREEMENT, EXHIBIT "B" is hereby amended in its entirety and replaced with Exhibit "B"

attached hereto.”

In the AGREEMENT, Article II, “Design and Construction,” Section 2.6, “Measuring Equipment,” is hereby amended to read in its entirety as follows: “LCRA shall install in the general vicinity of the Point of Delivery seven (7) meters to provide service from the Connection Line to serve the Eanes Schools at no cost to Eanes. Said meters shall be owned, operated, maintained and replaced if necessary by LCRA. The provisions of the LCRA’s rate schedule for retail potable water service for the West Travis County Regional System shall control the rights of the parties in regard to reading and calibrating the meters.”

In the AGREEMENT, Article III, “Operation,” Section 3.1, “Diversion of Water,” is hereby amended to read in its entirety as follows: “Upon completion and acceptance of all construction, LCRA will make available capacity in its Water Supply System to divert, treat and transport raw water that Eanes has purchased pursuant to its LCRA Contract. Eanes is solely responsible for securing and maintaining its right to divert and use water under its LCRA Contract and for complying with all its terms and conditions, and Eanes shall make all payments thereunder directly to the LCRA. In order to determine the quantity of water purchased and reported by Eanes under its LCRA Contract and this Agreement, LCRA shall measure the volume of Water delivered to Eanes by the meters located at or near the Point of Delivery.”

In the AGREEMENT, Article V, “Term,” Section 5.1, “Term,” is hereby amended to read in its entirety as follows: “Unless terminated by mutual agreement of the parties, or in accordance with Section 5.4, this Agreement shall continue in force and effect until October 22, 2065. The normal expiration of the term of Eanes’ LCRA Contract for raw water shall not affect the term of this Agreement, but Eanes shall remain responsible for any renewal of Eanes’ LCRA Contract for raw water.”

In the AGREEMENT, Article VI, “Miscellaneous,” Section 6.6, “Indemnification,” is deleted in its entirety.

In the AGREEMENT, Article VI, “Miscellaneous,” Section 6.11, “Rate Tariff,” is hereby amended to read in its entirety as follows: “The parties hereto recognize the authority of the Board of Directors of the LCRA to establish the lawful rates and charges and conditions for providing service to Eanes under this Agreement, subject to appeal as provided by law.”

The parties hereby provide notice to each other of their respective addresses for purposes of Notice under the Agreement:

Executive Manager, Water & Wastewater Utility Services  
LCRA  
P.O. Box 220  
Austin, Texas 78767

Eanes Independent School District  
601 Camp Croft Road  
Austin, Texas 78746

All sections of the Agreement not amended hereby shall remain in full force and effect. All defined terms used in this Amendment shall have the same meaning as provided in the Agreement unless explicitly defined in or amended by this Amendment.

IN WITNESS WHEREOF, these presents have been executed this 2nd day of December, 2003.

LOWER COLORADO RIVER AUTHORITY

By: Randy Goss  
Randy J. Goss, P.E., Executive Manager  
Water & Wastewater Utility Services



EANES INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Printed Title: \_\_\_\_\_

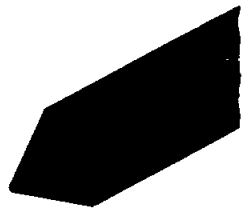
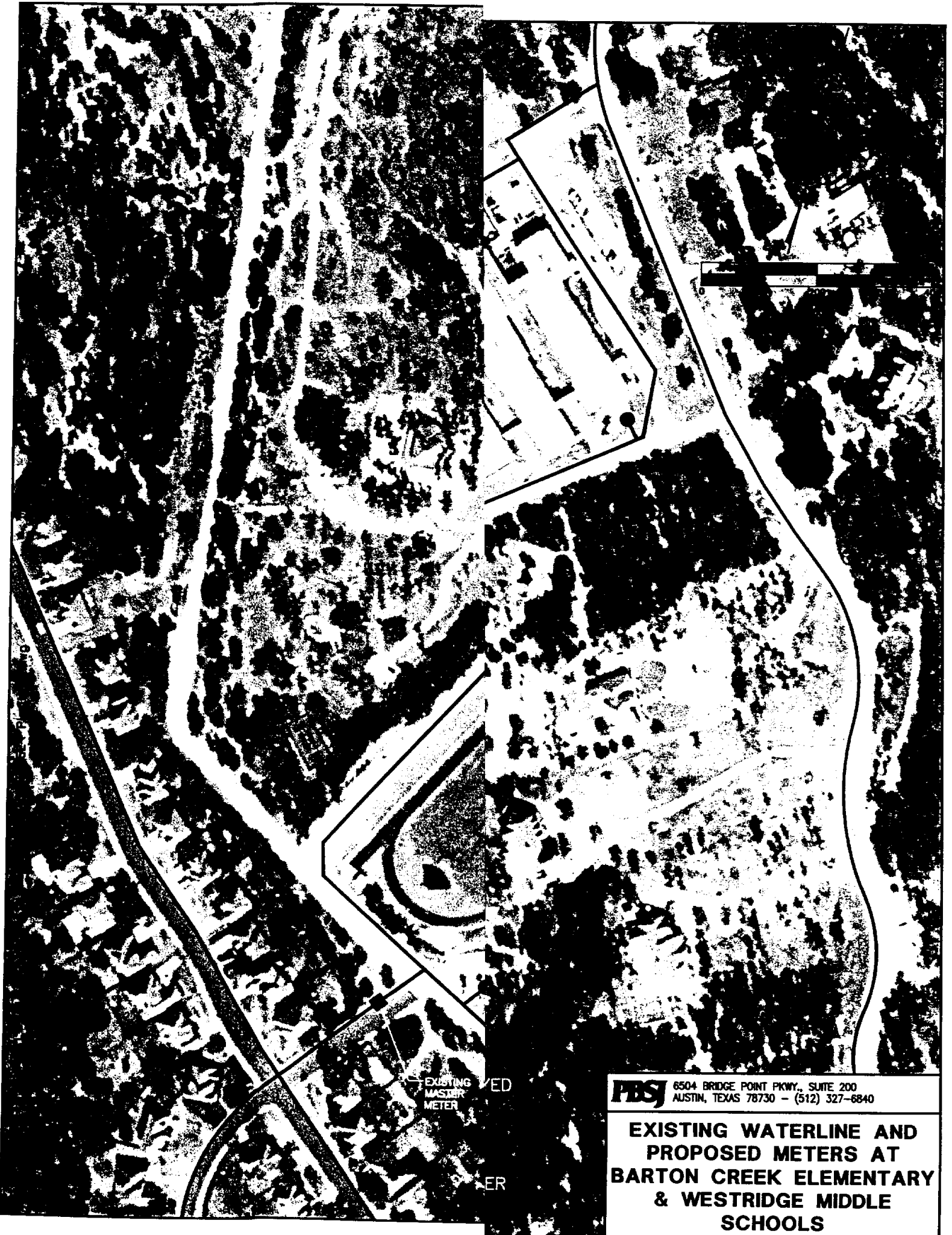


EXHIBIT "B"



EXISTING MASTER METER VED  
ER

**PBSJ** 6504 BRIDGE POINT PKWY., SUITE 200  
AUSTIN, TEXAS 78730 - (512) 327-6840

**EXISTING WATERLINE AND  
PROPOSED METERS AT  
BARTON CREEK ELEMENTARY  
& WESTRIDGE MIDDLE  
SCHOOLS**

## **FACILITY COMMITTEE AND BOARD ACTION SUMMARY**

**Campus:**

Westlake High School 9<sup>th</sup> Grade Center

**Subject:**

Water line easement for new meter at 9<sup>th</sup> Grade Center

**Background and Need:**

A formal easement needs to be granted to Travis County W.C.I.D. #10 for maintenance of the new domestic water meter installed at the 9<sup>th</sup> Grade Center.

**Fund Source:**

NA

**Recommendation:**

Approval of Water Line Easement Agreement with Travis County and authorization of the Superintendent to execute this agreement on behalf of the Board of Trustees.

**Charles J. Teichner, A.I.A.  
Executive Director of Facilities Management**

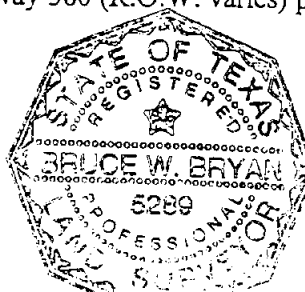


This parcel contains 0.034 of an acre of land, more or less, out of the Alexander Eanes Survey No. 507, Abstract 272 in Travis County, Texas.

Description prepared from an on-the-ground survey made during May, 2003.

Bearing Basis: North Right-Of-Way line of Spur Highway 360 (R.O.W. varies) per TxDOT R.O.W. map dated 10-15-1964, being: North 47°16'02" West.

Bruce W. Bryan      12/02/03  
Bruce W. Bryan      Date  
Registered Professional Land Surveyor  
State of Texas No. 5289



Attachments: Survey Drawing - baseline\Projects\Westlake\Dwg\North Western Water.dwg  
File: Baseline\Projects\Westlake\Docs\F-Notes\North Western Water.doc



*Land Surveyors, Inc.*

*8000 Anderson Square Road*

*Suite 110*

*Austin, Texas 78757*

*Office: 512.374.9722*

*Fax: 512.459.4752*

METES AND BOUNDS DESCRIPTION

BEING 0.034 OF AN ACRE OF LAND, AS SURVEYED BY BASELINE LAND SURVEYORS, INC., OUT OF THE ALEXANDER EANES SURVEY NO. 507, ABSTRACT 272, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 10.589 ACRE TRACT OF LAND AWARDED TO EANES INDEPENDENT SCHOOL DISTRICT BY DOCKET NO. 1258 AT TRAVIS COUNTY COURT AT LAW NO. 3 RECORD, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rebar found for a point of curvature in the east right-of-way line of Camp Craft Road (70' R.O.W.) as dedicated per deed of record in Volume 7967, Page 927 of the Deed Records of Travis County, Texas, from which a 1/2" iron rebar found at the intersection of the east right-of-way line of Camp Craft Road, the north right-of-way line of Westbank Drive (R.O.W. varies), and being an angle point in the south line of said 10.589 acre tract bears, South 29°41'15" West (record - South 30°03'23" West) a distance of 204.48 feet;

THENCE South 86°18'39" East, crossing through the 10.589 acre tract a distance of 658.92 feet to a calculated point for the POINT OF BEGINNING;

THENCE continuing through the 10.589 acre tract the following two (2) courses:

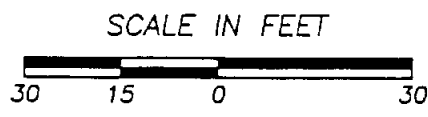
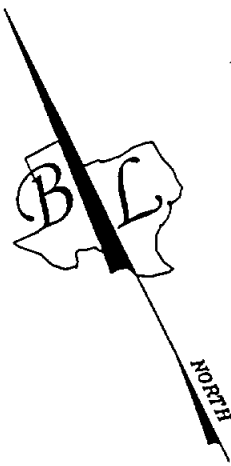
1. North 06°51'36" East a distance of 56.78 feet to a calculated point;
2. North 27°45'20" East a distance of 43.51 feet to a calculated point in the south line of a 15' waterline easement conveyed to WCID by instrument of record in Document No. 2001117581 of the Official Public Records of Travis County, Texas;

THENCE South 62°14'40" East, continuing through the 10.589 acre tract along the south line said 15' waterline easement a distance of 15.00 feet to a calculated point;

THENCE continuing through the 10.589 acre tract the following three (3) courses:

1. South 27°45'20" West a distance of 40.75 feet to a calculated point;
2. South 06°51'36" West a distance of 54.01 feet to a calculated point;
3. North 83°08'24" West a distance of 15.00 feet to the POINT OF BEGINNING;

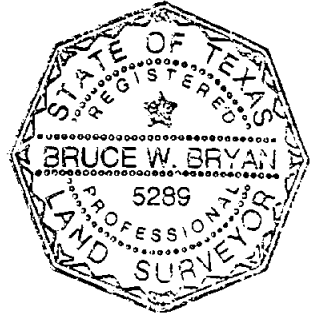




WCID 15' WATERLINE ESMT.  
DOC. NO. 200117581  
O.P.R.T.C.T.

**LEGEND**

- 1/2" IRON REBAR FOUND
- ▲ CALCULATED POINT
- R.O.W. RIGHT-OF-WAY
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT



*Bruce W. Bryan*  
12/02/03

10.589 ACRES  
EANES I.S.D.  
TRAVIS COUNTY COURT AT LAW NO. 3  
DOCKET NO. 1258

10.589 ACRES  
EANES I.S.D.  
TRAVIS COUNTY COURT AT LAW NO. 3  
DOCKET NO. 1258

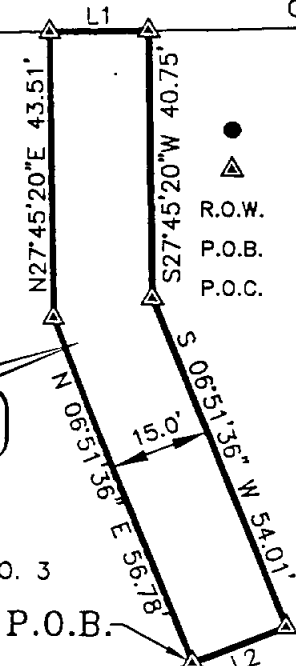
0.034 AC.

CAMP CRAFT ROAD (70' R.O.W.)  
(PER VOL. 7967, PG. 927)  
D.R.T.C.T.

R.O.W. LINE  
S29°41'15"W 204.48'  
(S30°03'23"W) P.O.C.

S86°18'39"E 658.92'

ALEXANDER EANES  
SURVEY NO. 507  
ABSTRACT 272



R.O.W. LINE

WESTBANK DRIVE (VARIABLE R.O.W.)

LINE TABLE		
LINE	BEARING	LENGTH
L1	S62°14'40"E	15.00'
L2	N83°08'24"W	15.00'

Bearing Basis: North Right-Of-Way line of Spur Highway 360 (R.O.W. varies) per TxDOT R.O.W. map dated 10-15-1964, being: North 47°16'02" West.

**BASELINE LAND SURVEYORS, INC.**  
PROFESSIONAL LAND SURVEYING SERVICES  
8000 ANDERSON SQUARE ROAD, SUITE 110  
AUSTIN, TEXAS 78757  
OFFICE: 512.374.9722 FAX: 512.459.4752  
scott-baseline@austin.rr.com

File: Baseline/Westlake/Dwg/North Western Water Esmt.dwg		SHEET 03 of 03
Job No.	Snapshot:	
Scale (Hor.): 1"=30'	Scale (Vert.): 1"=10'	

SKETCH TO ACCOMPANY FIELD NOTES OF 0.034 OF AN ACRE OUT OF THE ALEXANDER EANES SURVEY NO. 507, ABSTRACT 272 IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A 10.589 ACRE TRACT OF LAND AWARDED TO EANES INDEPENDENT SCHOOL DISTRICT BY DOCKET NO. 1258 AT TRAVIS COUNTY COURT

**FACILITY COMMITTEE AND BOARD  
ACTION SUMMARY**

**Campus:**

Westlake High School

**Subject:**

Lease agreement with Travis County.

**Background and Need:**

For safety reasons at the crosswalk on Camp Craft Rd., a concrete stair with handrail is proposed as a pedestrian transition from the new sidewalk to the paved parking surface.

**Fund Source:**

Capital Funding

**Recommendation:**

I recommend approval of this lease agreement between Eanes ISD and Travis County for the installation of the proposed stair and handrail and authorization of the Superintendent to execute any and all documents on behalf of the Board of Trustees.

**Charles J. Teichner, A.I.A.**  
**Executive Director of Facilities Management**



### III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath, or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the DISTRICT's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim, or liability to the COUNTY, its agents, contractors, officers, or employees. Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter, or improve the Licensed Property, pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME, AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

### IV. Insurance

A. The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty one (21) days of the effective date of this Agreement.

B. The DISTRICT shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. DISTRICT's Responsibilities. The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the area free of debris and litter and maintaining the improvements.

D. Removal or Modification. The DISTRICT agrees that removal or modification of any improvements now existing or to be later replaced shall be at the DISTRICT's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. A written memorandum of this agreement shall be filed in the Official Public Records of Travis County, Texas.

E. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the DISTRICT. Subject to prior written notification to the DISTRICT or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

#### IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT's affected installations at the DISTRICT's sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

#### X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

#### XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

#### XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED

IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The DISTRICT shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY:

Honorable Samuel T. Biscoe (or successor)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

COPY TO:

Joseph Gieselmann, Executive Manager (or successor)  
Travis County Transportation and Natural Resources Dept.  
P.O. Box 1748

Austin, Texas 78767

COPY TO:

Honorable David Esamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No. 83.\_\_\_\_

XVI. Annexation by the City

A. If the total area within the Licensed Property is annexed for full purposes by any incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe  
County Judge

Date: \_\_\_\_\_

TERMS AND CONDITIONS ACCEPTED, this the \_\_\_ day of \_\_\_\_\_, 2003.

THE DISTRICT:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
Authorized Representative



## FACILITY COMMITTEE AND BOARD ACTION SUMMARY

**Campus:**

Eanes Elementary

**Subject:**

Engineering fees for wastewater analysis services.

**Background and Need:**

The current wastewater at Eanes Elementary is disposed of through the use of a septic system. This system has been failing over time and an alternate solution requires immediate attention.

**Fund Source:**

Estimated \$375,000 (See attached)

**Recommendation:**

Approval of contract with Murfee Engineering to conduct an analysis of the project scope and cost. Fee: Not to exceed \$7,500

Authorization of the Superintendent to execute this agreement on behalf of the Board of Trustees.

**Charles J. Teichner, A.I.A.**  
**Executive Director of Facilities Management**

## An Agreement for the Provision of Limited Professional Services Between

**MURFEE ENGINEERING COMPANY, INC.**  
1101 Capital of Texas Hwy. Suite D-110  
Austin, Texas 78746  
(512) 327-9204  
(512) 327-2947 FAX

And

**EANES ISD**  
601 Camp Craft Road  
Austin, Texas 787  
(512) 329-3623  
(512) FAX 329-3633

**Date:** October 3, 2003

**Project No.:** 03047.10

**Project Name/Location:** Eanes ISD Eanes Elementary School  
Wastewater Service Analysis

**Scope/Intent and Extent of Services:** (See attached Detailed Scope of Services).

**Fee Arrangement:** The work will be billed on a lump sum basis upon completion of our report to the District containing our findings and recommendations.

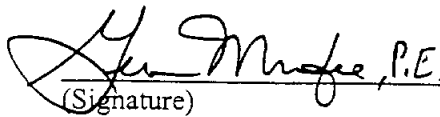
**Retainer Amount:** None

**Special Conditions:** None

**Terms and Conditions on the attached form are a part of this Agreement.**

Offered by:

Accepted by:

 10/3/03  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

George Murfee, P.E., President

\_\_\_\_\_  
(Printed Name/Title)

MURFEE ENGINEERING CO., INC.

EANES INDEPENDENT SCHOOL DISTRICT

**DETAILED SCOPE OF SERVICES  
EANES ISD EANES ELEMENTARY SCHOOL  
WASTEWATER SERVICE ANALYSIS**

**I. DESCRIPTION OF SERVICES**

Murfee Engineering Company, Inc will provide the following scope of services for the analysis of two alternatives for the provision of wastewater service to the Eanes Elementary School. The tasks to be performed for each alternative are further described below.

*Alternate 1: Wastewater service to the Eanes Elementary School to be provided through the District's current agreement with the City of Austin*

1. Confirmation of existing and projected wastewater flows from the elementary school based on water use and student enrollment records and projections;
2. Confirmation of the high school lift station's capacity to serve the Eanes Elementary School;
3. Preliminary sizing of the elementary school lift station storage and pumping capacity;
4. Routing study for the force main along Camp Craft Road and discussions with the City of West Lake Hills to confirm their street cut permitting and repair requirements; and
5. Estimation of construction cost and annual operating cost for this alternative.

*Alternate 2: Wastewater service to the Eanes Elementary School to be provided by the proposed City of West Lake Hills wastewater collection system*

1. Confirmation of the design requirements for connecting to the City of West Lake Hills wastewater system;
2. Review of the existing on-site wastewater facilities to determine if additional improvements will be required to connect to the City's system;
3. Confirmation of the scope of the City's system (i.e. ownership and operation requirements for the lift station on the school property).
4. Estimation of connection fee charges and annual service costs.

**II. FEE SCHEDULE**

We will perform the above-described services for a lump sum amount of \$7500. Additional work, if requested, will be billed at the hourly rates provided on the attached rate schedule.

### III. ASSUMPTIONS

1. The engineering services described herein will be prepared once and any amendments will be completed as an additional service.
2. If required, presentation of our findings and recommendations to the District's Board and Facility Subcommittee will be billed as an additional expense at the hourly rates provided on the attached schedule.

**MURFEE ENGINEERING COMPANY, INC.**  
**HOURLY RATE SCHEDULE**  
Effective June 1, 2001

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal in Charge	\$200.00
Principal	\$190.00
Managing Engineer	\$160.00
Senior Project Engineer	\$140.00
Project Engineer	\$115.00
Senior CADD Designer	\$100.00
Engineer Associate II	\$95.00
Engineer Associate I	\$85.00
Project Administration	\$90.00
Project Administration Associate	\$85.00
Construction Administration	\$80.00
Draftsperson	\$80.00
Financial Services	\$65.00
Administrative Assistant	\$55.00
Runner/Delivery	\$25.00
CADD Equipment	\$25.00
Expert Witness	3 times standard billing rate
Materials, Reproductions, Outside Services	Cost

## TERMS AND CONDITIONS

Murfee Engineering Company, Inc. (MEC) shall perform the services outlined in this Agreement for the stated fee arrangement.

### ***Access to Site:***

Unless otherwise stated, MEC will have access to the site for activities necessary for the performance of the services. MEC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### ***Dispute Resolution:***

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

### ***Billings/Payments:***

Invoices for MEC's services shall be submitted, at MEC's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, MEC may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

### ***Late Payments:***

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

### ***Indemnification:***

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

### ***Certifications, Guarantees and Warranties:***

MEC shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence MEC cannot ascertain.

### ***Limitation of Liability:***

In recognition of the relative risks, rewards and benefits of the project to both the Client and MEC, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, MEC's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed an amount equal to the fee earned by MEC under this Agreement. Such causes include, but are not limited to, MEC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

### ***Termination of Services:***

The Client or MEC may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay MEC for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

### ***Ownership of Documents:***

All documents produced by MEC under this Agreement shall remain the property of MEC and may not be used by the Client for any other endeavor without the written consent of MEC.

### ***Design Without Construction Administration:***

If the basic services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the client waives any claims against MEC that may be in any way connected thereto. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEC from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of MEC.

***Hazardous Materials – Suspension of Services:***

Both parties acknowledge that MEC's scope of services does not include any services related to the presence of any hazardous or toxic materials. The Client agrees to indemnify and hold harmless MEC from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of MEC.

***Betterment:***

If, due to MEC's negligence, a required item or component of the Project is omitted from MEC's construction documents, MEC shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will MEC be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

**MURFEE ENGINEERING COMPANY, INC.  
CONSULTING ENGINEERS**

Client: Eanes ISD  
 Project: Wastewater Improvements for Eanes Elementary  
(Connection to WHS)

Page: 1 of 1  
 Date: 7/11/2003  
 By: D. Sansom

**PRELIMINARY COST ESTIMATE**

ITEM NO.	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	AMOUNT
1	Abandon and close existing on-site system	1	LS	\$ 10,000.00	\$10,000.00
2	Lift station	1	LS	\$ 75,000.00	\$75,000.00
3	Storage tank	1	LS	\$ 50,000.00	\$50,000.00
4	Force main	2500	LF	\$ 55.00	\$137,500.00
5	Utility Relocations	1	LS	\$ 5,000.00	\$5,000.00
6	Temporary Erosion Controls	1	LS	\$ 5,000.00	\$5,000.00
7	Permanent Restoration	1	LS	\$ 2,500.00	\$2,500.00
8	Traffic Control	1	LS	\$ 15,000.00	\$15,000.00
	SUBTOTAL CONSTRUCTION COST				\$300,000.00
	25% CONTINGENCIES				\$75,000.00
				<b>TOTAL ESTIMATED COST</b>	<b>\$375,000.00</b>