

AGENDA ITEM # 5

November 4, 1997

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Consider awarding survey contract for County Road 272 to be funded from C.O's.

Moved: Commissioner Boatright

Seconded: Judge Doerfler

Motion: To approve agreement with Baker-Aicklen & Associates, Inc. for County Road 272 survey with funds to be taken out of Certificates of Obligation.

Vote: Motion carried 3 - 1 With Commissioner Hays absent from the dais and Commissioner Mehevec voting against the motion.

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BAKER-AICKLEN
& ASSOCIATES, INC.
Consulting Engineers

August 25, 1997

Proposal #97-5102

Williamson County
Road and Bridge Department
1900 Georgetown Inner Loop, Suite C
Georgetown, Texas 78626

Attn: Joe England, P.E.

Re: **Proposal for Road Improvements for
County Roads No. 178 and No. 272**

*approved 11-4-97
John C. Drayton*

Dear Mr. England:

We are pleased to submit our proposal for services related to the above referenced project. The project, as we understand it, is approximately 3 1/2 miles of existing county road and approximately 1/2 mile of cross country proposed extension of County Road 178. Due to the size of this project, we propose to enhance our firm's capabilities with the assistance of the surveying firm of Crichton & Associates for specific phases. Below is our list of proposed Scope of Services and Basis of Compensation:

Scope of Services

Phase 1-A Project Setup and Control

1. Meet with Client at site for the purpose of discussing the limits and details of the project assignment.
2. Perform courthouse and tax office research necessary to obtain latest land ownership documents.
3. Using tax office and courthouse records, plot working map sufficient for survey crew and office technical use.
4. Prepare and deliver via mail or other means, approximately 75 "Right of Entry" request forms for the affected properties in order to obtain permission to legally enter the project limits.
5. Provide a minimum of four control points with latitude and longitude values using static Global Positioning System (GPS) equipment and techniques.

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6. Provide survey crews to establish a control baseline using conventional and/or GPS supplemental systems, extending the length of the project, incorporating the static GPS control points within the baseline. The alignment of this baseline shall be for the purpose of tying evidence of each parcel's boundary lines and monumentation to a common alignment source.
7. Recover FEMA vertical datum benchmarks in the area and perform differential leveling survey method and GPS survey techniques to establish elevation values on the control baseline points.

Phase 1-B Preparation of Preliminary Right-of-Way Maps

8. Using established control baseline, perform surveys to recover and tie evidence of front boundary lines and monumentation of the various parcels along the affected area.
9. Analyze survey findings, determine correct positioning of front boundary lines and depict side boundary lines approximate location per deed descriptions.
10. Prepare and furnish AutoCAD Version 12 drawing depicting the information described in Item No. 9 above.

Phase 2 Topographic Design Surveys

11. Obtain preliminary centerline alignment from client in AutoCAD Version 12 format which will relate to existing drawing file created by services described in Item No. 10.
12. Produce survey control file from data received and furnish survey crews with stakeout information to establish the preliminary centerline alignment.
13. Using the staked centerline alignment as reference, perform topographic cross sections at 100 foot intervals, creeks, and other significant surface breaks. The cross sections shall extend approximately 100 feet left and 100 feet right of centerline. At culverts and other drainage features, detailed topographic information shall be obtained, to the limit requested, for engineering analysis.
14. Provide Client with cross section data, contouring of surveyed area and culvert crossing data in a comprehensive AutoCAD Version 12 plan and profile format.
15. Obtain additional topographic cross sections or site specific survey data as requested by Client, the need for which may be determined by client after initial analysis of existing contours, surface features and other critical factors.

Phase 3 Preparation of Right-of-Way Plats

16. Obtain final right-of-way alignment determined by Client and relate to existing front boundary lines of affected parcels as determined during services provided under Phase 1-B.
17. Obtain additional survey field data as necessary to determine correct positioning of side boundary lines, to include the recovery of rear boundary corners where appropriate.
18. Prepare and furnish plats with metes and bounds descriptions on 8 1/2" X 14" sheets of each parcel necessary for right-of-way acquisition.

Basis of Compensation

We propose to provide the above listed services on an hourly basis in accordance with the attached rate sheet with estimated total amounts listed below by phase designation:

Phase 1-A	Project Setup and Control	\$12,000	
Phase 1-B	Preparation of Preliminary ROW Maps	\$23,000	plus tax
Phase 2	Topographic Design Surveys	\$37,000	
Phase 3	Preparation of ROW Plats	\$68,000	plus tax

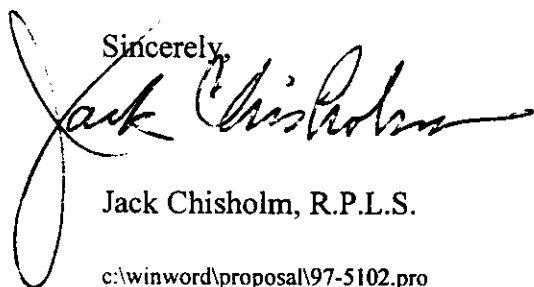
Total services listed by this proposal are estimated not exceed a total of \$140,000.

This total hourly amount is based upon personnel and equipment time required to perform the described Scope of Services. Phase 1-B and Phase 3 estimates are based on approximately 65 parcel descriptions. Additional time requirements resulting from project scope changes or plan revisions beyond our control will be considered reasonable cause for us to seek additional compensation. The Firm's professional liability is limited to the total amount of compensation.

In order to maximize production on this project we propose to incorporate the assistance of Crichton & Associates for the majority of the services listed under Phase 1-B and Phase 3 however, if necessary, our firm will work concurrently on services listed under these Phases in order to insure a completion date compatible with your project time constraints.

If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files. Thank you for the opportunity to be of service to Williamson County.

Sincerely,



Jack Chisholm, R.P.L.S.

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STANDARD RATE SCHEDULE (Labor Rate Table 32)

Effective April 1, 1997, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Engineer	\$85.00 per hour
Staff Engineer/Designer/Coordinator	\$65.00 per hour
Registered Surveyor	\$65.00 per hour
Staff Surveyor/GPS Processor	\$60.00 per hour
Engineering/Surveying CAD Associate Technician/Designer	\$50.00 per hour
Engineering/Surveying/CAD Technician/Designer	\$45.00 per hour
CAD Draftsman	\$35.00 per hour
Secretary	\$35.00 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rates
Principal (as appropriate)	\$100.00 per hour

FIELD PARTY SERVICES

FIELD PARTY SERVICES	<u>Rates</u>
1-Man Field Party	\$60.00 per hour
2-Man Field Party	\$75.00 per hour
3-Man Field Party	\$90.00 per hour
4-Man Field Party	\$105.00 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles (Note 1)	\$ 0.35 per mile
By Firm's Survey Trucks (Notes 1, 2, 3 & 4)	\$ 0.35 per mile
GPS Unit Time (2-hour min.)	\$50.00 per hour
Subsistence of out-of-city work	\$75.00 per day
Reproduction & Printing by Firm,	Prevailing Com-
Survey Stakes, Lathes, Iron Rods	mercial Rates Or
and other Direct Expense	Cost, Plus 10%

Notes:

1. A mileage charge will be billed for projects exceeding a 50-mile radius of the base office only.
2. Field Party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
3. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.
4. Field Party stand-by time will be charged for at the above-shown appropriate rates.
5. The firm's professional liability is limited to the total amount of compensation associated with a specific project up to a maximum of \$50,000.



Williamson County, as CLIENT, engages Baker-Aicklen & Associates, Inc. as SURVEYOR to perform professional services for the assignment described as follows:

Surveying services for road improvements to County Road No. 178 and County Road No. 272. See attached letter proposal No. 97-5102 dated 08/25/97.

I. SERVICES: SURVEYOR agrees to perform in conformance with the following description, definition, terms and conditions.

See reverse side.

II. COMPENSATION: Surveyor's compensation will be on an hourly-charge basis for personal services (defined below) plus Reimbursable Expenses (defined below):

A. HOURLY CHARGE. Hourly charges are to be based on the current Standard Rate Schedule effective at the time of billing. The current Standard Rate Schedule effective April 1, 1997, is attached.

B. REIMBURSABLE EXPENSES: Reimbursable Expenses shall include transportation and subsistence of personnel while traveling in connection with the work, field office expenses, long distance telephone calls, telegrams, reproduction expenses, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:

1. Transportation by SURVEYOR'S vehicles: at SURVEYOR'S standard rates if destination exceeds a 50-mile radius of ENGINEER'S office.
2. Reproduction performed in SURVEYOR'S office: at prevailing commercial rates.
3. All others: actual cost to SURVEYOR plus 10% service charge.
4. Where field parties are used, expenses shall include charges for the use of any special instruments and equipment, including marine equipment, and expendable items such as stakes and monuments.

III. PAYMENTS: SURVEYOR will invoice CLIENT semi-monthly for all current amounts earned under this Agreement. CLIENT agrees to promptly pay SURVEYOR at his office in Travis County, Texas, the full amount of each such invoice upon receipt. A charge of 1.5% per month will be added to the unpaid balance of invoices not paid within 30 days after date of invoice.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents, but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. INSURANCE: SURVEYOR agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. SURVEYOR also agrees to maintain public liability insurance covering claims against SURVEYOR for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.

VI. LIABILITY LIMITATION: SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the services for the assignment covered by this Agreement. In no event shall SURVEYOR'S liability exceed amount of the total compensation received by SURVEYOR under this Agreement, limited to a maximum of \$50,000.

VII. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VIII. TERMINATION:

A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause of at any time prior to completion of SURVEYOR'S services either by CLIENT or by SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement except as specified in paragraph VIII. B. below.

B. COMPENSATION PAYABLE ON TERMINATION: On termination, by either CLIENT or SURVEYOR, CLIENT shall pay SURVEYOR the full amount specified in paragraph II, with respect to any Surveying Services performed to date of termination (including all Reimbursable Expenses incurred).

IX. SUCCESSORS AND ASSIGNS: CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.

X. SPECIAL PROVISIONS: This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:

Attached letter proposal No. 97-5102 dated 08/25/97 forms a part of this agreement.

XI. INVALIDATION: If this agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.

XII. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him.

BAKER-AICKLEN & ASSOCIATES, INC.

By:

John C. Dauphin

Date:

11-4-97

By:

William Aicklen

Date:

8/25/97

COMMENCEMENT / COMPLETION SCHEDULE TO ACCOMPANY PROPOSAL 46
County Roads No. 178 and No. 272 Surveying Services

Week No.	NOV. 1997				DEC. 1997				JAN. 1997				FEB. 1998				MAR. 1998			
	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th	1st	2nd	3rd	4th
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Item No. 17																				
Item No. 18																				

AGENDA ITEM # 6November 4, 1997Vol 93 Page 765Discuss and take appropriate action regarding detour plat for County Road 101.

County Engineer Joe England addressed the court concerning the detour plat for County Road 101 while answering all questions.

Moved: Commissioner Mehevec

Seconded: Judge Doerfler

Motion: To approve detour plat for County Road 101.

Vote: Motion carried 2 - 1 With Commissioner Heiligenstein voting against the motion and Commissioners Boatright and Hays absent from the dais.

Moved: Commissioner Mehevec

Seconded: Commissioner Hays

Motion: To approve detour plat for County Road 101 and note authority to Williamson County Road & Bridge from Dr. Hooten and Frame Switch Ski to move property fence line wherever necessary to keep road open.

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