

AGENDA ITEM # 10

July 7, 1998

Consider approving engineering agreement with Steger & Bizzell for Jarrell Community Park project.

Judge Doerfler discussed the \$2,000,000.00 park allotment approved by the United States Senate awaiting approval of the House of Representatives.

Don H. Bizzell of Steger and Bizzell Engineering discussed the work in which his firm had been involved in the clean up and road replacement in Doublecreek Estates.

Now with the possibility of the park on a 7.29 acre tract on County Road 305 to be donated by the Igo family Mr. Bizzell submitted an engineering agreement for the park pavilion, building, play ground, play ground equipment etc.

A sewer grant application has been submitted but until approved, the park facilities would be designed for septic system.

Commissioner Boatright discussed the possibility of purchasing more land to make a larger park.

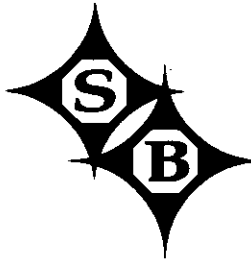
Moved: Commissioner Boatright

Seconded: Commissioner Hays

Motion: To approve engineering agreement with Steger & Bizzell for Jarrell Community Park project if any services are performed and if the project is funded along with interest in purchasing additional adjoining property to increase the size of the park.

Vote: Motion carried 3 - 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >



Steger & Bizzell Engineering, Inc.
Consulting Engineers

1978 South Austin Avenue
Georgetown, Texas 78626

Surveyors

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COPY TO COMMISSIONER S & Date
6/23/98

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June 15, 1998

Honorable John Doerfler
Williamson County Judge
2nd Floor, Williamson County Courthouse
Georgetown, TX 78626

RE: Jarrell Community Park Project

Dear Sir:

In a conversation with Mr. Leo Wood, he advised me that the County has received a two million dollar grant for the construction of a community park in Jarrell. We have been working with Mr. Wood since the beginning of preparation of the application for the grant.

In connection with that work I have attached a copy of a standard engineering contract. As you can see the fee for our work is 6% which is somewhat below the normal rate for that type of work. We consider the difference in the rate to be our contribution to a community that has suffered a terrible loss.

We would respectfully request that the court approve this contract and we will get started preparing the plans and estimates.

If you should have any questions, please give me a call.

Respectfully,

Don H. Bizzell, P.E.

cc: David Hays
Colbert & Associates

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DHB/pkc
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This document has important legal consequences; consultation with an attorney is encouraged with respect to its completion or modification.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____ day of _____

in the year Nineteen Hundred and ~~seventy~~ Ninety-eight by and between

Williamson County Texas

(hereinafter called OWNER) and

Steger & Bizzell Engineering, Inc.

(hereinafter called ENGINEER).

OWNER intends to construct a community park in the village of Jarrell, Texas
which will include a community center, picnic pavillion, underground shelter,
softball field, nature trail and playground equipment.

(hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER, as set forth below.

ENGINEER shall serve as OWNER's professional engineering representative in those phases of the Project to which this Agreement applies, and will give consultation and advice to OWNER during the performance of his services.

SECTION 1—BASIC SERVICES OF ENGINEER

1.1. General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include normal civil, structural, mechanical and electrical engineering services and normal architectural services incidental thereto.

1.2. Study and Report Phase.

After written authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to determine his requirements for the Project and review available data.

1.2.2. Advise OWNER as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.

1.2.3. Provide special analyses of OWNER's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

1.2.4. Provide general economic analysis of OWNER's requirements applicable to various alternatives.

1.2.5. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to OWNER, and setting forth ENGINEER's findings and recommendations with opinions of probable costs.

1.2.6. Furnish five copies of the Report and present and review it in person with OWNER.

1.3. Preliminary Design Phase.

After written authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

1.3.1. In consultation with OWNER and on the basis of the accepted Report, determine the scope of the Project.

1.3.2. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.

1.3.3. Based on the information contained in the preliminary design documents, submit a revised opinion of probable cost for the Project including Construction Cost, contingencies, compensation for all professionals and consultants, costs of land, rights-of-way and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs").

1.3.4. Furnish five copies of the above preliminary design documents and present and review them in person with OWNER.

1.4. Final Design Phase.

After written authorization to proceed with the Final Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted preliminary design documents prepare for incorporation in the Contract Documents, final drawings to show the character and scope of the work to be performed by contractors on the Project (hereinafter called "Drawings"), and Specifications.

1.4.2. Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may obtain approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise OWNER of any adjustments to his latest opinion of probable Project Cost caused by changes in scope, design requirements or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare bid forms, notice to bidders, instructions to bidders, general conditions and supplementary conditions, and assist in the preparation of other related documents.

1.4.5. Furnish five copies of the above documents and present and review them in person with OWNER.

1.5. Bidding or Negotiating Phase.

After written authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in obtaining bids or negotiating proposals for each separate prime contract for construction or equipment.

1.5.2. Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Contract Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by

Contractor(s) when substitution is permitted by the Contract Documents.

1.5.4. Assist OWNER in evaluating bids or proposals and in assembling and awarding contracts.

1.6. Construction Phase.

During the Construction Phase ENGINEER shall:

1.6.1. Consult with and advise OWNER and act as his representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, National Society of Professional Engineers document 1910-8, 1974 edition; the extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned in said Standard General Conditions shall not be modified without ENGINEER's written consent; all of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. Make periodic visits to the site to observe as an experienced and qualified design professional the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work; he shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). His efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the Contract Documents, but he shall not be responsible for the failure of Contractor(s) to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observations he shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in the work of Contractor(s) and may disapprove or reject work as failing to conform to the Contract Documents.

1.6.3. Review and approve Shop Drawings (as that term is defined in the aforesaid Standard General Conditions) and samples, the results of tests and inspections and other data which any Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.

1.6.4. Issue all instructions of OWNER to Contractor(s); prepare routine change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents and judge of the performance thereunder by the parties thereto and shall make decisions on all claims of OWNER and Contractor(s) relating to the execution and progress of the work and all other matters and questions related thereto; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.6.5. Based on his on-site observations as an experienced and qualified design professional and on his review of Contractor(s)' applications for payment and the accom-

panying data and schedules, determine the amounts owing to Contractor(s) and approve in writing payments to Contractor(s) in such amounts; such approvals of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval), but by approving an application for payment ENGINEER will not be deemed to have represented that he has made any examination to determine how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or that title to any of the Contractor(s)' work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances.

1.6.6. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the Project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may approve, in writing, final payment to each Contractor.

1.6.7. ENGINEER shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except his own employees and agents) at the Project site or otherwise performing any of the work of the Project.

SECTION 2—ADDITIONAL SERVICES OF ENGINEER

2.1. General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services; these will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.

2.1.3. Services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.

2.1.4. Providing renderings or models for OWNER's use.

2.1.5. Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out-of-sequence work.

2.1.6. Investigations involving detailed consideration of

operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.

2.1.7. Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, selection of furniture and furnishings, communications, acoustics, kitchens and landscaping.

2.1.8. Services resulting from the involvement of more separate prime contracts for construction or for equipment than are contemplated by paragraphs 5.1.1.2 or 5.1.1.4.

2.1.9. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.1.10. Services during out-of-town travel required of ENGINEER other than visits to the Project site as required by Section 1.

2.1.11. Preparing for OWNER, on request, a set of reproducible record prints of Drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.

2.1.12. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

2.1.13. Preparation of operating and maintenance manuals; extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.

2.1.14. Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

2.1.15. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project.

2.1.16. Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.

2.2. Resident Services During Construction.

2.2.1. If requested by OWNER or recommended by ENGINEER and agreed to in writing by the other, a Resident Project Representative and assistants will be furnished and will act as directed by ENGINEER in order to provide more extensive representation at the Project site during the Construction Phase. Such services will be paid for by OWNER as indicated in paragraph 5.1.2.4.

2.2.2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative and assistants will be set forth in Exhibit A which is to be identified, attached to and made a part of this Agreement before such services begin.

2.2.3. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such resident Project representation will not make ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

SECTION 3—OWNER'S RESPONSIBILITIES

OWNER shall:

3.1. Provide full information as to his requirements for the Project.

3.2. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design and construction of the Project.

3.3. Furnish to ENGINEER, as required by him for performance of his Basic Services, data prepared by or services of others, such as core borings, probings and sub-surface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, topographic and utility surveys and property descriptions; zoning and deed restriction; and other special data or consultations not covered in paragraph 2.1; all of which ENGINEER may rely upon in performing his services.

3.4. Provide engineering surveys to enable Contractor(s) to proceed with their work.

3.5. Guarantee access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.

3.6. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as he deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.7. Pay all costs incident to obtaining bids or proposals from contractors.

3.8. Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, and such auditing service as OWNER may require to ascertain how or for what purpose any contractor has used the moneys paid to him under the construction contract.

3.9. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with

respect to materials, equipment, elements and systems pertinent to ENGINEER's services.

3.10. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any defect in the Project.

3.11. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.12. Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.

3.13. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4—PERIOD OF SERVICE

4.1. The provisions of 4.2 through 4.8, inclusive, and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.

4.2. The services called for in the Study and Report Phase will be completed and the Report submitted within * calendar days following the authorization to proceed with that phase of services.

4.3. After acceptance by OWNER of the Report, indicating any specific modifications or changes in scope desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Preliminary Design Phase, and shall submit preliminary design documents and a revised opinion of probable Project Cost within * calendar days following the authorization to proceed with that phase of services.

4.4. After acceptance by OWNER of the preliminary design documents and revised opinion of probable Project Cost, indicating any specific modifications or changes in scope desired by OWNER, and upon written authorization from OWNER, ENGINEER shall proceed with the performance of the services called for in the Final Design Phase, so as to deliver Contract Documents and a revised opinion of probable Project Cost for all authorized work on the Project within * calendar days after the authorization to proceed with that phase of services.

4.5. ENGINEER's services under the Study and Report Phase, Preliminary Design Phase and Final Design Phase shall each be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction over design criteria applicable to the Project.

4.6. After acceptance by OWNER of the Contract Documents and ENGINEER's most recent opinion of probable

Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding or Negotiating Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.3.2.5).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. In the event that the work of the Project is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER's services during the Final Design, Bidding or Negotiating and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts. This schedule is to be prepared whether or not the work under such contracts is to proceed concurrently and is to be attached as an exhibit to and made a part of this Agreement, and the provisions of paragraphs 4.4 thru 4.6 inclusive, will be modified accordingly.

4.9. If OWNER has requested significant modifications or changes in the scope of the Project, the time of performance of ENGINEER's services shall be adjusted appropriately.

4.10. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within _____ calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.3.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.

4.11. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.5 for the services delayed or suspended. If such delay or suspension extends for more than one year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

SECTION 5—PAYMENTS TO ENGINEER

5.1. Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. *Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 on one of the following bases (except as otherwise provided in paragraph 5.1.1.6):

5.1.1.1. *Lump Sum.* If the work of the entire Project is awarded on the basis of one prime contract, a lump sum fee of \$ _____; but, if the prime contract contains cost-plus or incentive savings provisions for the Contractor's basic compensation, a lump sum fee of \$ _____.

or

5.1.1.2. *Lump Sum.* If the work of the Project is awarded on the basis of not more than a total of _____ separate prime contracts for construction and for equipment, a lump sum fee of \$ _____; but, if the prime contracts contain cost-plus or incentive savings provisions for the Contractor's basic compensation, a lump sum fee of \$ _____.

or

5.1.1.3. *Percentage.* If the work of the entire Project is awarded on the basis of one prime contract, _____% of the Construction Cost; but, if the prime contract contains cost-plus or incentive savings provisions for the Contractor's basic compensation, _____% of the Construction Cost.

or

5.1.1.4. *Percentage.* If the work of the Project is awarded on the basis of not more than a total of _____ separate prime contracts for construction and for equipment, _____% of the Construction Cost; but, if the prime contracts contain cost-plus or incentive savings provisions for the Contractor's basic compensation, _____% of the Construction Cost.

or

5.1.1.5. *Payroll Cost Times a Factor.* An amount based on the payroll costs times a factor of _____ for services rendered by principals and employees assigned to the Project.

or

5.1.1.6. *Other Method.* (To-be used in case none of the above methods of compensation is applicable.)

(Refer to and attach schedule when applicable.)

5.1.2. *Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. *General.* For Additional Services rendered under paragraphs 2.1.1 through 2.1.16, inclusive (except services covered by paragraph 2.1.7 and services as a consultant or witness under paragraph 2.1.15), on the basis of payroll costs times a factor of _____ for services rendered by principals and employees assigned to the Project.

5.1.2.2. *Special Consultants.* For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraphs 2.1.7 or 2.1.16, the amount billed to ENGINEER therefor times a factor of _____.

5.1.2.3. *Serving as a Witness.* For the services of the principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.15, at the rate of \$ _____ per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.2.4. *Resident Project Services.* For resident services during construction furnished under paragraph 2.2.1, on the basis of payroll costs times a factor of _____ for services rendered by principals and employees assigned to field offices in connection with resident Project representation.

5.1.3. *Reimbursable Expenses.* In addition to payments provided for in paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services.

5.1.4. As used in this paragraph 5.1, the terms "Construction Cost," "payroll costs" and "reimbursable expenses" will have the meanings assigned to them in paragraphs 5.3.1, 5.3.2 and 5.3.3.

5.2. Times of Payment.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable expenses incurred. When compensation is on the basis of a lump sum or percentage of construction cost the statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. Otherwise, these monthly statements will be based upon ENGINEER's payroll cost times a factor. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.2.2. Where compensation for Basic Services is on the basis of a lump sum or percentage of Construction Cost, OWNER shall, upon conclusion of each phase of Basic Services, pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation for all phases of Basic Services:

Phase	Suggested Range	Insert Actual Percentage and Initial in Margin
Study and Report	(5-30%)	----- %
Preliminary Design	(5-30%)	----- %
Final Design	(35-75%)	----- %
Bidding or Negotiating	(2-10%)	----- %
Construction	(10-20%)	----- %
TOTAL	X	100 %

5.2.3. Payments for Basic Services in accordance with paragraph 5.1.1.6 shall be made as follows:

(Refer to and attach schedule when applicable.)

5.3. General.

5.3.1. The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost of the entire Project to OWNER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project. When Construction Cost is used as a basis for payment it will be based on one of the following sources with precedence in the order listed:

5.3.1.1. For completed construction the total cost of all work performed as designed or specified by ENGINEER.

5.3.1.2. For work not constructed, the lowest bona fide bid received from a qualified bidder for such work; or if the work is not bid, the lowest bona fide negotiated proposal for such work.

5.3.1.3. For work for which no such bid or proposal is received, ENGINEER's most recent opinion of probable Project Cost.

Labor furnished by OWNER for the Project will be included in the Construction Cost at current market rates

including a reasonable allowance for overhead and profit. Materials and equipment furnished by OWNER will be included at current market prices except used materials and equipment will be included as if purchased new for the Project. No deduction is to be made from ENGINEER's compensation on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

5.3.2. The payroll costs used as a basis for payment mean the salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. For the purposes of this Agreement, the principals of ENGINEER and their hourly payroll costs are:

The amount of customary and statutory benefits of all other personnel will be considered equal to _____ % of salaries and wages.

5.3.3. Reimbursable expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings and Specifications, and similar Project-related items in addition to those required under Section 1; computer time including an appropriate charge for previously established programs; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

5.3.4. If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.5. If this Agreement is terminated by OWNER upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. If this Agreement is terminated by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of payroll costs times a factor of _____ for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any termination, ENGINEER will be paid for all unpaid Additional Services and unpaid reimbursable expenses, plus all termination expenses. Termination expenses mean reimbursable expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

SECTION 6—GENERAL CONSIDERATIONS

6.1. Termination

This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

6.2. Reuse of Documents.

All documents including Drawings and Specifications furnished by ENGINEER pursuant to this Agreement are instruments of his services in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.3. Estimates of Cost.

6.3.1. Since ENGINEER has no control over the cost of labor, materials or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to the Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8.

6.3.2. If a Construction Cost limit is established as a condition to this Agreement, the following will apply:

6.3.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project Cost in excess of the then established cost limit will constitute a corresponding increase in the Construction Cost limit.

6.3.2.2. Any Construction Cost limit established by this Agreement will include a bidding contingency of ten percent unless another amount is agreed upon in writing.

6.3.2.3. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the scope of the Project to bring it within the cost limit.

6.3.2.4. If the Bidding or Negotiating Phase has not commenced within six months of the completion of the Final Design Phase, the established Construction Cost limit will not be effective or binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.

6.3.2.5. If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER's responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

6.4. Arbitration

6.4.1. All claims, counter-claims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations stated in paragraphs 6.4.3 and 6.4.4 below. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance therewith as provided below, will be specifically enforceable under the prevailing law of any court having jurisdiction.

6.4.2. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

6.4.3. All demands for arbitration and all answering statements thereto which include any monetary claim must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$200,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counter-claim, dispute or other matter in question where the amount in controversy thereof is more than \$200,000 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$200,000 (exclusive of interest and costs).

6.4.4. No arbitration arising out of, or relating to, this Agreement may include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement.

6.4.5. By written consent signed by all the parties to this Agreement and containing a specific reference hereto, the limitations and restrictions contained in paragraphs 6.4.3 and 6.4.4 may be waived in whole or in part as to any claim, counter-claim, dispute or other matter specifically described in such consent. No consent to arbitration in respect of a specifically described claim, counter-claim, dispute or other matter in question will constitute consent to arbitrate any other claim, counter-claim, dispute or other matter in question which is not specifically described in such consent or in which the sum or value in controversy exceeds \$200,000 (exclusive of interest and costs) or which is with any party not specifically described therein.

6.4.6. The award rendered by the arbitrators will be final, not subject to appeal and judgment may be entered upon it in any court having jurisdiction thereof.

6.5. Successors and Assigns.

OWNER and ENGINEER 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; except as above, neither OWNER nor ENGINEER shall

assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

SECTION 7—SPECIAL PROVISIONS

OWNER and ENGINEER agree that this Agreement is subject to the following special provisions which together with the provisions hereof and the exhibits and schedules hereto represent the entire Agreement between OWNER and ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

7.1.

All work will be under the direction of the Williamson County Commissioners Court. Steger & Bizzell Engineering, Inc. will prepare the necessary engineering plans for all aspects of the project within a reasonable period of time.

on the condition that grant is awarded. jcd

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Williamson County
John C. Daefler - Count, Judge
7-7-98

ENGINEER:

Carl Bizzell V.P.
Steger & Bizzell Engr. Inc

AGENDA ITEM # 11

July 7, 1998

Consider approving request from Sheriff to approve David A. Denson as Deputy Sheriff.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve David A. Denson as Deputy Sheriff.

Vote: Motion carried 3 - 0 with Commissioner Heiligenstein absent from the dais.

< Clerk copy here >

Rec'd
3:30pm
6/25/98

ED RICHARDS
SHERIFF



RICHARD ELLIOTT
CHIEF DEPUTY

WILLIAMSON COUNTY SHERIFF'S DEPARTMENT

508 S. ROCK STREET, GEORGETOWN, TEXAS 78626 • PHONE (512) 943-1300 • FAX 943-1444

June 18, 1998

Dear Jane,

I have approved David A. Denson to be sworn as a Deputy Sheriff. Please have this approved by the Commissioners Court.

Sincerely,

Ed

Ed Richards, Sheriff

