

AGENDA ITEM #33

OCTOBER 26, 1999

Discuss and take appropriate action on contract for surveying on County Road 175.

Moved: Commissioner Heiligenstein

Seconded: Commissioner Boatright

Motion: To approve contract with Baker Aicklen for surveying on County Road 175.

Vote: Motion carried 5 - 0

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BAKER-AICKLEN
& ASSOCIATES, INC
Engineers/Surveyors

October 7, 1999

Proposal # 99-7007

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

Joe G

Attn Joe England, P E

**Re: Proposal for Professional Services
C.R. 175 Improvements (RM 1431 to Simpson Property)
Right-of-Way & Topographic Mapping (120' wide)**

Gentlemen

We are pleased to submit our proposal for services related to the above referenced Project

Our proposal includes surveying services for Right-of-Way and Topographic Mapping as well as Preparation of Right-of-Way Acquisition Documents. A proposed Scope of Services and Basis of Compensation follows:

SCOPE OF SERVICES

A RIGHT-OF-WAY AND TOPOGRAPHIC MAPPING

- 1 Perform courthouse and tax office research necessary to obtain latest land ownership documents.
2. Using tax office and courthouse records, plot working map sufficient for survey crew and office technical use.
3. Prepare and deliver via mail or other means, approximately 43 "Right of Entry" request forms for the affected properties in order to obtain permission to legally enter the project limits.
4. Provide survey crews to establish a control baseline using conventional and/or GPS supplemental systems, extending the length of the project. 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

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C R 175 Improvements

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- 5 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
- 6 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
- 7 Analyze survey findings, determine correct positioning of front boundary lines and depict side boundary line approximate location per deed descriptions
- 8 Prepare and furnish AutoCAD drawing depicting the information described in Item No, 9 above.
9. Produce survey control file from data received and furnish survey crews with information needed to collect topographic information and cross sections.
- 10 Perform topographic cross sections at 100-foot intervals, creeks and other significant surface breaks The cross sections and topographic services shall be limited to a 120-foot wide strip of land generally centered along the proposed roadway route At culverts and other drainage features, detailed topographic information shall be obtained within above said limits.
- 11 Produce cross section data, contouring of surveyed area in a comprehensive Auto Cad digital terrain model
- 12 Obtain additional topographic cross sections or site specific survey data as required for project design If beyond the original scope this may require an Additional Services Agreement based on extent of needs

B PREPARATION OF RIGHT-OF-WAY ACQUISITION

1. Obtain final right-of-way alignment determination from Design Engineer and relate to existing boundary lines of parcels.
- 2 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
3. Prepare and furnish plats with metes and bounds descriptions on 8 1/2 x 14" sheets of the actual number of parcels necessary for right-of -way acquisition.

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BASIS OF COMPENSATION

We propose to provide the above-described Scope of Services on a lump sum plus reimbursables expenses basis as listed below

A. Right-Of-Way and Topographic Mapping----- \$37,500

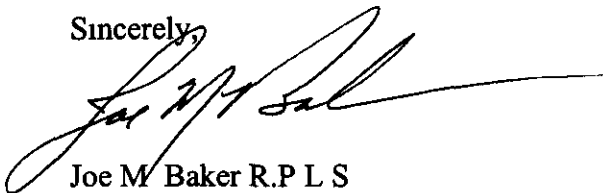
B. Preparation of Right-Of-Way documents----- \$950/Parcel + tax
If appropriate

The lump sum amounts proposed above are based upon personnel time required to perform the described Scope of Services. 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 for services not included in these amounts. Such services may be compensated for on an hourly charge basis in accordance with the attached rate sheet or at a mutually agreed-to lump sum and will not be provided without prior authorization. The estimated amount does not include sales tax, which is mandated by State Law on certain types of surveys. The firm's professional liability is limited to the total amount of compensation to a maximum of \$50,000.

If this proposal is acceptable, please endorse the enclosed agreement and return an original signature copy to our office. We are prepared to commence work upon authorization.

Thank you for the opportunity to submit this proposal. We appreciate your consideration of our firm in this regard and look forward to being of service to you.

Sincerely,



Joe M. Baker R.P.L.S.

JMB/pd

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PROFESSIONAL SERVICES AGREEMENT

Williamson County Commissioners Court, as CLIENT engages Baker-Aicklen & Associates, Inc as SURVEYOR to perform professional services for the assignment described as follows Surveying Services for the Design, Permanent Easements and Construction Staking for Cottonwood Wastewater Collection System Improvements See attached letter proposal No 99-7007 dated October 4, 1999

- I SERVICES SURVEYOR agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions
- A BASIC SERVICES
See attached letter proposal No 99-7007 dated October 4, 1999
- B SPECIAL SERVICES All work performed by SURVEYOR which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Special Services These shall include
- 1 Travel and subsistence to points other than SURVEYOR'S or CLIENT'S offices and project site
 - 2 Copies of final reports, studies, drawings and other data in excess of one (1) set
 - 3 Revisions to approved reports, studies, drawings and other data
 - 4 Other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Surveying practice
- II COMPENSATION CLIENT agrees to pay SURVEYOR for above described services in accordance with the following descriptions, definitions, terms and conditions
- A BASIC SERVICES Compensation will be on a lump sum basis of \$37,500.00 + reimbursables and \$950/Parcel + reimbursables and tax if appropriate
- B ADDITIONAL SERVICES SURVEYOR'S compensation will be on an hourly-charge basis for personal services (defined below) plus Reimbursable Expenses (defined below)
- 1 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 August 1, 1998, is attached
 - 2 REIMBURSABLE EXPENSES Expenses in connection with Additional Services shall include transportation and subsistence, cost of SURVEYOR'S field office, reproduction, subcontracts and similar items Such expenses shall be reimbursed at the following rates
 - a Transportation by SURVEYOR'S vehicles at SURVEYOR'S standard rates if destination exceeds a 50-mile radius of SURVEYOR'S office
 - b Reproduction performed in SURVEYOR'S office at prevailing commercial rates
 - c All others actual cost to SURVEYOR plus 10% service charge
- III PAYMENTS SURVEYOR will invoice CLIENT semi-monthly in amounts based on SURVEYOR'S estimate of the portion of the Basic Services completed, plus charges for Special Services performed 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 may be added to the unpaid balance of invoices not paid within 30 days after date of invoice If the invoice is not paid within 60 days, SURVEYOR may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the services Retainers shall be credited on the final invoice
- IV OWNERSHIP OF DOCUMENTS All documents, including original drawings, CAD files, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR, however, Client will be furnished, upon request duplicate copies of original drawings, CAD files 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 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 with respect to Basic Surveying Services which have been completed an amount fixed by applying the rate specified for Special Services in paragraph II B to all Basic Services performed to the date of termination, plus an amount fixed by applying the rate specified in paragraph II B to all Additional 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 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 the 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 PROVISION This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below
Attached letter proposal No 99-7007 dated October 4, 1999 forms a part of this agreement, as well as attached Standard Rate Schedule that may change without notice in consideration of changes in price indices and pay scales applicable to the period when services are in fact being rendered
- 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. Oaepler

By [Signature]

Date 10-26-99

Date 10/7/99

AGENDA ITEM #34

Discuss and take any appropriate action concerning Right-of-way Agent for Unified Road System.

Moved: Commissioner Hays

Seconded: Commissioner Heiligenstein

Motion: To post Unified Road System Right-of-way Agent position at salary up to \$45,049.00 (Grade 30 Step 1).

Vote: Motion carried 4 - 1 with Judge Doerfler voting against the motion.

AGENDA ITEM #35OCTOBER 26, 1999VOL.107, PG.667

Discuss and take appropriate action concerning new rules for on-site sewerage facilities.

Commissioner Boatright discussed the new Cities and Williamson County Health District regulations of 50' set-back for spray disposal of individual aerobic wastewater systems and their effect on subdivisions which were approved and filed prior to the effective date. The 50' set-back requirement will not allow installation of aerobic systems on many already platted subdivisions. The commissioner advised he has a problem with the subdivisions which have already been platted not being "grandfathered".

Professional engineer Tomothy E. Haynie requested the court consider a 25' set-back for spray disposal such as Travis County has recently adopted on existing subdivisions. He can live with 50' on proposed subdivisions. He was especially interested in Bell Meadows, Section Three.

First Assistant County Attorney Dale Rye advised the basic rule is "grandfathered" as of the date of the application - not the date the permit is approved. The new statute basically states if there are a series of permits required for a particular project the entire series is blocked in from the filing date of the first application. The question here is whether the permit to actually construct the sewage facilities are part of the same series as the initial permits and should they be "grandfathered". His thought is "probably not" since the lot owner and not the developer will be making application for the permit.

Commissioner Boatright stated the 50' set-back requirement prohibits the aerobic wastewater treatment systems being installed in some recorded subdivisions in Williamson County.

Cities and Williamson County Health District Environmental Division Department Head Paulo Pinto advised Bell Gin Estates subdivision was platted when spray irrigation systems were not allowed in Williamson County per decision of Commissioners Court.

Aerobic wastewater treatment systems were not allowed in Williamson County until February, 1998, which defeats the "grandfather" theory. He has discussed the 25' set-back in effect in Travis County which plans to enforce ruling on all lots. He has called numerous septic installers who advise the spray system is now being installed for \$6,000.00 to \$6,500.00 which is about the same price as other type systems. He understands the companies can install the spray system easier and faster than the other type system.

Mr. Pinto has a letter in hand from an engineer stating there is no ground water in Cottonwood Creek Subdivision. It has been alleged there is now ground water and a conventional wastewater system would not work. If there is a specific problem on a lot by lot basis, the Health District will check each one.