

Consider awarding contract for survey work on Co. Rd. 268, from Co. Rd. 272 to US 29 (Pct 3)

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve awarding contract to Diamond Surveying for survey work on Co. Rd. 268, from Co. Rd. 272 to US 29 (Pct 3) in an amount not to exceed \$209,000.00.

Vote: 5 - 0

<Clerk copy here>



Shane Shafer, R.P.L.S.  
103 Oakland Drive  
Georgetown, TX 78628

Office Phone 931-3100 Fax: 930-5391 Cell Phone: 633-7333 Email diamond@texas.net

March 29, 2000

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

Attn: Joe England, P.E.

**Re: Proposal No. 2000-7  
Road Improvements for County Road No. 268**

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 miles of existing county road and approximately 2 miles of cross country proposed extension or re-alignment of County Road 268. Below is our list of proposed Scope of Services and Basis of Compensation:

**Scope of Services**

**Phase 1**

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 approximately 65 "Right of Entry" request forms for the affected properties in order to obtain permission to legally enter the project limits. We anticipate that personal contact will have to be made with some of the landowners in order to procure this permission.
5. Provide a minimum of eight (8) control points with latitude and longitude values using static Global Positioning System (GPS) equipment and techniques. These control points shall be positioned in pairs to provide azimuth and coordinate information for conventional survey work.
6. Provide survey crews to establish a control baseline using conventional survey 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 methods and GPS survey techniques to establish elevation values on the control baseline points. The existing coordinate and elevation datum used on C.R. 272 shall be used to initiate this project.

#### **Phase 2**

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 14 drawing depicting the information described in Item No. 9 above.

#### **Phase 3**

11. Obtain preliminary centerline alignment from client in AutoCAD Version 14 format, which will relate to existing drawing file created by services described in Item No. 10.
12. Contact the appropriate utility one-call system and request that all utility locations along the proposed route be marked.
13. Produce survey control file from data received and furnish survey crews with stakeout information to establish the preliminary centerline alignment.
14. Using the staked centerline alignment as reference, perform topographic survey. This topographic survey shall include tying all marked or visible utilities. The limits of this topographic survey shall extend approximately 150 feet left and 150 feet right of centerline. *At culverts and other drainage features, detailed topographic information shall be obtained, to the limit requested, for engineering analysis.*
15. Provide Client with topographic data, contouring of surveyed area (one-foot elevation intervals) in a comprehensive AutoCAD Version 14 drawing.
16. Obtain additional topographic data 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 4**

17. 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 2.
18. 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.

19. Prepare and furnish plats with metes and bounds descriptions on 8 ½" X 14" sheets of each parcel necessary for right-of-way acquisition.
20. Prepare and furnish a right-of-way strip map for use by the Client.

#### **Basis of Compensation**

We propose to provide the above listed services on an hourly basis in accordance with the attached rate schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new rate schedule will be presented to the Client for approval before becoming effective.

The estimated total amounts are listed below by phase designation:

Phase 1	\$28,000
Phase 2	\$23,000
Phase 3	\$72,000
Phase 4	\$86,000

Total services listed by this proposal are estimated not to exceed a total of \$209,000.

This total hourly amount is based upon personnel and equipment time required to perform the described Scope of Services. Phase 2 estimates are based on approximately 65 parcels along the existing right-of-way. Phase 4 estimates are based on acquiring approximately 35 new right-of-way parcels. 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.

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,

SHANE SHAFER, R.P.L.S

## PROFESSIONAL SERVICES AGREEMENT

Williamson County Road & Bridge Department, as CLIENT, engages Diamond Surveying as SURVEYOR to perform professional services for the assignment described as follows:

**See attached proposal No. 2000-7 dated March 29, 2000.**

I. **SERVICES:** SURVEYOR agrees to perform in conformance with the following description, definition, terms and conditions. **See attached proposal No. 2000-7 dated March 29, 2000.**

II. **COMPENSATION:** SURVEYOR'S compensation for professional services will be on an hourly basis in accordance with the attached Standard Rate Schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new Rate Schedule will be presented to the Client for approval before becoming effective.

**Total for project: \$209,000.00**

III. **PAYMENTS:** SURVEYOR will be paid in full for total amount earned under this Agreement. CLIENT agrees to pay SURVEYOR as follows and will be paid in cash or check, at the option of the CLIENT. SURVEYOR shall submit invoices on a weekly basis, each Monday morning, for work that has been completed during the prior week. CLIENT agrees to promptly pay SURVEYOR upon receipt of each invoice. All amounts shall be paid in full with no deductions of any kind.

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. **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 \$50,000.

VI. **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 nonbonding 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 surveyors and consultants retained for the project and to require all independent surveyors and consultants also to include a similar mediation provision in all agreements with subsurveyors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VII. **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 the full amount specified in paragraph II, with respect to any Surveying Services performed to date of termination (including all Reimbursable Expenses incurred).
- VIII. **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.
- IX. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:  
**Attached letter proposal No. 2000-7 dated March 29, 2000 forms a part of this agreement.**
- X. **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.
- XI. **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.

Williamson County Road & Bridge Dept.

By: John C. Daifler  
 Date: 4-4-00

Diamond Surveying

By: Steve Lopez  
 Date: 3/29/00

Consider approving change order no. 1 to 1996-2000 Paving & Striping Improvements Pct. 1 project.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve change order no 1 to 1996-2000 Paving & Striping Improvements Pct 1

Vote: 5 - 0

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