

Regular Agenda**AGENDA ITEM 15**

Consider approving additional proposal from Baker Aicklen for Topographic, Mapping and Geotechnical support for Southwest Williamson County Regional Park.

Land Strategies Mike Wilson and Baker Aicklen Don Kirby addressed the court with explanation of request for additional funds for topography fly-over and answered questions.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve \$30,500.00 additional proposal to be paid from Professional Services to Baker Aicklen for Topographic, Mapping and Geotechnical support for Southwest Williamson County Regional Park to include 1' contour instead of 2' contour which will increase the current contract of \$158,024.00 to \$188,524.00.

Vote: Motion carried 5 – 0

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BAKER-AICKLEN
& ASSOCIATES, INC.
Engineers/Surveyors

July 14, 2000

Proposal 00-7073R

The Honorable Judge John Doerfler
Williamson County Commissioner's Court
Williamson County Courthouse
710 Main Street, 2nd Floor
Georgetown, Texas 78626

RE: Proposal for Additional Services for Topographic Mapping, Geotechnical Support and Tree Survey of Southwest Williamson County Regional Park

Dear Judge Doerfler:

Following is the additional Scope of Services and fee:

- A. Aerial Mapping 1' Contour Interval Mapping (This item replaces Items 1-4 of "A" in Proposal 00-7024R, dated May 1, 2000)**
1. Provide Topographic mapping of the subject site utilizing aerial photogrametric mapping.
 2. Place panel points to control the aerial mapping. Coordinates will be provided in NAD 1983 (96) Texas State Plane Coordinate System. Vertical values will be on a NAVD 1988 datum. Surface combined scale factor for this project will also be provided.
 3. Utilizing the services of Western Air Maps, Inc., prepare a topographic map showing contours and visible planimetric features. Mapping will be provided on a one-foot contour interval map.
 4. Sufficient property corners will be located on the project datum to orient the boundary and the topographic mapping.
- B. Geotechnical Bore Hole Locations (This is a new item)**

Baker-Aicklen and Associates, Inc. propose to stake on the ground, a grid of 30 points for proposed geotechnical borings. Points (guard and lath) will be placed as near to desired grid point as brush and terrain will permit. Actual position of point will be located and resulting locations will be provided. Baker-Aicklen and

Associates, Inc. will use good judgement on locations but cannot be responsible for ultimate "usability" of these points. Service is for one time only.

C. Additional Tree Survey (This is a new Item)

1. Locate all hardwood trees 8" and greater DBH within the 30-acre portion of the southwest corner of the Williamson County Park. All tree locations will be related to the boundary and other services being performed at this site.
2. Prepare drawing in AutoCAD format showing the results of the survey.

CLARIFICATIONS

1. It is our understanding that Land Strategies, Inc. will act as the Commissioner's Court representative in respect to this agreement.

BASIS OF COMPENSATION

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

A. TOPOGRAPHIC MAPPING:	
AERIAL MAPPING	\$13,000.00
PANEL LAYOUT & GROUND CONTROL	<u>\$ 9,000.00</u>
SUBTOTAL:	\$ 22,000.00
 B. GEOTECHNICAL GRID	 \$ 6,000.00
 C. TREE SURVEY	 <u>\$13,500.00</u>
 TOTAL:	 \$41,500.00

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 this amount. Such services may be compensated for on an hourly charge basis 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 \$50,000.00.

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

The Honorable Judge John Doerfler
July 14, 2000

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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,



Donald J. Kirby, R.P.L.S.

DJK/vmb

Enc.

cc: Mike Wilson, Land Strategies

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PROFESSIONAL SERVICES AGREEMENT

Williamson County Commissioner's Court, as CLIENT engages Baker-Aicklen & Associates, Inc. as SURVEYOR to perform professional services for the assignment described as follows: Surveying Services for Proposal for Additional Services for Topo Mapping, Geotechnical Support and Tree Survey of Southwest Williamson County Regional Park. See the attached letter proposal No. 00-7073R dated July 14, 2000.

- 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. 00-7073R dated July 14, 2000.
 - 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 of \$41,500., plus reimbursable expenses.
 - 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 March 1, 2000, 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 00-7073R dated July 14, 2000 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: _____

By: _____

Date: _____

Date: _____

7/17/00

AGENDA ITEM 16

Consider approving interlocal agreements for joint road improvement projects with the City of Cedar Park for East New Hope Road (County Road 185) and the City of Leander for FM 2243 (County Road 273)

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve agreements **excluding the 45 days** for joint road improvement projects with the City of Cedar Park for East New Hope Road (County Road 185) and the City of Leander for FM 2243 (County Road 273) with the condition that the money be transferred when the contracts have been accepted by the cities and that Williamson County be provided with an accounting of expenditures from Cities of Cedar Park and Leander.

Vote: Motion carried 5 – 0

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