

AGENDA ITEM 11

Consider acceptance for county road maintenance of Tramiska Lane otherwise known as CR 4002 from CR 324 to the east for 1/10 of a mile.

Commissioner Limmer pulled this item from the consent agenda for discussion.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To change name of Tramiska Lane to County Road 399 and approve acceptance for county road maintenance of the entire road.

Vote: Motion carried 4 – 0 with Commissioner Boatright absent from the dais.

AGENDA ITEM 12

Discuss and take appropriate action on final plat of Ancient Oaks, Section 1.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve final plat of Ancient Oaks, Section 1.

Vote: Motion carried 4 – 0 with Commissioner Boatright absent from the dais.

AGENDA ITEM 13

Discuss and take appropriate action on final plat of Jefferson Center Subdivision.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve final plat of Jefferson Center Subdivision.

Vote: Motion carried 4 – 0 with Commissioner Boatright absent from the dais.

AGENDA ITEM 14

Discuss and take appropriate action on approving proposal from Baker-Aicklen & Associates for professional services on Hairy Man and Sam Bass roads.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve proposal from Baker-Aicklen & Associates for surveying services on Hairy Man Road south of Sam Bass Road back to the bridge.

Vote: Motion carried 4 – 0 with Commissioner Boatright absent from the dais.

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**BAKER-AICKLEN
& ASSOCIATES, INC.**
Engineers/Surveyors

September 6, 2000

Proposal #00-7105

FAX (512) 930-3335

Mr. Joe England
Williamson County Road and Bridge
1900 Georgetown Inner Loop
Georgetown, TX 78626

**RE: Design Surveying on Hairy Man Road South of Sam Bass Road,
Round Rock, Texas**

Dear Joe:

Thank you for the opportunity to assist in your surveying needs on Hairy Man Road. The utility locates have already been called in. The following is the anticipated Scope of Services.

SCOPE OF SERVICES

This project area is within the Right-of-Way of Hairy Man Road and from Sam Bass Road southwesterly to the northerly end of the bridge across Brushy Creek and also includes approximately 400 feet along Sam Bass Road.

1. Obtain adjoining deeds and plats to determine the location of Hairy Man Right-of-Way.
2. Locate all evidence of property corners and fences to identify the Right-of-Way of the Hairy Man Road.
3. Locate all planimetrics within the project area.
4. Coordinate with the various utility companies to have them locate their underground utilities on the ground.
5. Locate all above ground indications of utilities and paint markings provided by the utility companies.
6. Obtain elevations at approximately 50 foot stations and grade breaks across the width of the Right-of-Way including edge of pavement and centerline.
7. Prepare an AutoCAD drawing showing the results of the survey.

BASIS OF COMPENSATION

The estimated cost for performing this Scope of Services is based on an hourly basis plus reimbursable expenses with an estimated budget as follows:

Design Survey

\$10,800.00

The hourly amount proposed above is 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

Mr. Joe England
Williamson County Road and Bridge
September 6, 2000

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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 a copy to our office. We are prepared to commence work immediately upon your 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,


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

Enc.

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PROFESSIONAL SERVICES AGREEMENT

Williamson County, as CLIENT engages Baker-Aicklen & Associates, Inc. as SURVEYOR to perform professional services for the assignment described as follows: Design Survey on Hairy Man Road South of Sam Bass Road, Round Rock, TX. See the attached letter proposal No 00-7105 dated September 6, 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. 00-7105 date September 6, 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 an hourly basis with an estimated budget of \$10,000.00 plus reimbursables.
 - 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. 00-7105 dated September 6, 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.

By: Williamson County
John C. Daehler
 Printed Name: John C. Daehler - County Judge
 Date: 10-3-00

BAKER-AICKLEN & ASSOCIATES, INC.
 By: [Signature]
 Printed Name: A. William Waelz, P.E. Branch Manager
 Date: 9-11-00

STANDARD RATE SCHEDULE (Labor Rate Table 35)

Effective March 1, 2000, 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>
Project Engineer /Surveyor/Planner.....	\$110.00 per hour
Staff Engineer/Surveyor/Planner	\$95.00 per hour
Project Designer/Coordinator	\$85.00 per hour
Engineering Assistant/Surveying Assistant/GPS Processor	\$65.00 per hour
Senior Engineering/Surveying CAD Technician	\$60.00 per hour
Engineering/Surveying CAD Technician/Field Representative	\$55.00 per hour
CAD Draftsman	\$45.00 per hour
Secretary	\$45.00 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rates
Principal (as appropriate)	\$120.00 per hour

FIELD PARTY SERVICES

	<u>Rates</u>
1-Man Field Party	\$70.00 per hour
2-Man Field Party	\$95.00 per hour
3-Man Field Party	\$120.00 per hour
4-Man Field Party	\$145.00 per hour
GPS Field Unit with Operator (Note 5)	\$100.00 per hour
GPS Field Unit without Operator (Note 5)	\$60.00 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
Subsistence of out-of-city work	\$100.00 per day
Reproduction & Printing by Firm,	Prevailing Commercial Rates Or
Survey Stakes, Lathes, Iron Rods	Cost, Plus 10%
and other Direct Expense	

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. Rates apply to actual time GPS units are in use. All other time will be charged as appropriate normal field party rates.
6. 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.

AGENDA ITEM 15

Consider approving amendment to 2001 Budget Order to reflect recommendations of the Grievance Committee.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve amendment to 2000/2001 Budget Order to reflect recommendations of the Grievance Committee.

Vote: Motion carried 4 – 0 with Commissioner Boatright absent from the dais.

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STATE OF TEXAS

COUNTY OF WILLIAMSON

AN ORDER ADOPTING THE 2001 COUNTY BUDGET

(AS AMENDED OCTOBER 3, 2000)

WHEREAS, the Williamson County Commissioners Court is authorized and required to adopt an annual budget for all Williamson County officials and their departments after due consideration;

WHEREAS, the Williamson County Commissioners Court did invite and encourage public participation from County officers, precinct officers, department heads, and the general public, as to the various needs of the citizens of Williamson County for the fiscal year 2001;

WHEREAS, the Williamson County Commissioners Court, after a full discussion of the needs, did make changes in the proposed budget filed by the County Judge in accordance with law;
NOW

THEREFORE, BE IT ORDERED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT that the proposed budget filed by the County Judge and amended by the Commissioners Court be adopted with the following provisions:

1. Definitions.

a. "Authorized paid leave" includes holidays, sick leave, vacation, compensatory time taken, personal leave, military leave, jury duty, and all similar forms of compensation allowed by the annual budget order.

b. "Employees not subject to the plan" includes all employees who are not subject to the guaranteed salary with fluctuating hours plan ("the plan").

c. "Employees subject to the plan" includes all employees who are subject to the plan, as defined above. These employees include only those working in the Sheriff's Department (including the jail), the Emergency Medical Service, and either Juvenile Detention or the Academy.

d. "Exempt employees" include all county and precinct officials, department heads, and employees who are not subject to the overtime regulations of the Federal Fair Labor Standards Act, or whose working hours are not restricted by that Act. Exempt employees will be identified as such by the Williamson County Human Resources Department after consultation with the elected official or other department head.

e. "Nonexempt employees" include all county and precinct employees who have not been identified as exempt employees by the Williamson County Human Resources Department.

f. "Officials" includes District, County and Precinct officials and any other officials for which the Commissioners Court has the authority to adopt a budget, and any official, employee,