

AGENDA ITEM 18

Discuss and take appropriate action on approving proposal from Cunningham Allen Inc. for professional services on Town & Country Optimist parking lot.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve proposal from Cunningham Allen Inc. for professional services on Town & Country Optimist parking lot.

Vote: 4 - 0

< Attachment >



December 7, 2000

Mr. Joe M. England, P.E., County Engineer
Williamson County
3151 S.E. Inner Loop, Suite B
Georgetown, Texas 78626

BY FACSIMILE AND U.S. MAIL

RE: Proposal for Engineering and Surveying Services
Town and Country Optimist Parking Lot
Austin, Texas
P12.0002

Dear Mr. England:

Based on our discussions, Cunningham-Allen, Inc. is pleased to present this proposal for engineering and surveying services on the above referenced project. In the following, Williamson County shall be referred to as CLIENT and Cunningham-Allen, Inc. shall be referred to as ENGINEER.

PROJECT DESCRIPTION

CLIENT intends to construct a parking lot with all appurtenances on a 5.32 acre tract of land adjacent to the existing Town and Country Optimist athletic fields located on Lot 41, Block D, Town and Country Park, as recorded in Cabinet M, Slide 135, Plat Records of Williamson County, Texas.

SCOPE OF SERVICES**A. Preliminary Engineering**

ENGINEER will interface with the planner, the architect, the landscape architect, and the Client and assist them where possible in adapting the site plan to the property's constraints by performing, but not limited to, the following:

1. Perform physical inspection of site.
2. Review all available information, survey, topo, site plan, zoning, etc., necessary to confirm intended use of land.
3. Verify zoning and platting status, any conditional use of property, appropriate governmental approval of proposed site plan, and permits for all onsite and offsite improvements.
4. Verify ability to obtain any curb cuts, driveway permits, right-of-way permits, etc. necessary to provide proper access to the proposed development.

B. Preliminary Plan

1. ENGINEER will conduct a boundary survey of the subject tracts of land in preparation for preparing the subdivision documents.

Mr. Joe M. England, P.E.

December 7, 2000

Page 2 of 8

2. ENGINEER will use the tree and topographic survey provided by CLIENT, the updated watershed model provided by CLIENT, and the CLIENT approved sketch plan to design and prepare a Preliminary Plan for the subject property. The Preliminary Plan and the accompanying documents will contain all of the information required by the current Williamson County "checklist" for Preliminary Plans.
3. ENGINEER will submit the Preliminary Plan to Williamson County for review. ENGINEER will process the Preliminary Plan through the staff reviews at Williamson County.
4. ENGINEER will attend the Commissioners Court hearing to represent the Preliminary Plan.

C. Final Plat

1. ENGINEER will prepare all calculations necessary to subdivide the subject property into lots in accordance with the approved Preliminary Plan.
2. ENGINEER will prepare a Final Plat in accordance with the subdivision requirements of the City of Austin and Williamson County.
3. ENGINEER will stake all lots within the Final Plat in accordance with the subdivision requirements of the City of Austin and Williamson County.
4. ENGINEER will prepare all engineer's reports and applications necessary for submitting the Final Plat to the City of Austin and Williamson County for review and approval. ENGINEER will calculate the fees necessary to file the Final Plat applications and notify the client of the required fee amounts at least one week in advance of submitting the Final Plat.
5. ENGINEER will represent the Final Plat through the review by the City of Austin and Williamson County. ENGINEER will calculate the necessary estimates of construction cost for the posting of fiscal sureties at the City of Austin.
6. ENGINEER will attend the meeting of the Williamson County Commissioner's Court to represent the Final Plat during its consideration by the Court.

D. Site Plan

1. ENGINEER will prepare all plans necessary for the CLIENT to obtain a Site Plan Permit to construct a parking lot on a 5.32 acre tract of land adjacent to Lot 41, Block D, Town and Country Park Subdivision. The Site Plan is an administrative process, which represents the construction element. The Site Plan shall include, but will not be limited to, the following:
 - a Site Plan (including project fencing, sign locations, etc.)
 - b Grading Plan
 - c Drainage Plan
 - d Erosion and Sedimentation Control Plan
 - e Stormwater Detention Plan (2-year only)
 - f Water Quality Pond Plan
 - g Pavement design shall be prepared and provided by subconsultant

Note: Subconsultant fees are included in the this proposal.

2. The Site Plan submittal package will be prepared in accordance with City of Austin design criteria.
 3. ENGINEER will make the necessary calculations to update the impervious cover allocations used for the Property and for the overall development of the Project.
 4. ENGINEER will design the stormwater detention pond for 2-year storm event and the water quality pond in accordance with the City of Austin *Drainage Criteria Manual* and *Environmental Criteria Manual*. The plans for the stormwater detention pond and the water quality pond shall be included in the Site Plan submittal to the City of Austin. ENGINEER assumed the project is eligible for participation in the City of Austin Regional Stormwater Management Program (RSMP) and that CLIENT will secure approval for project participation.
 5. ENGINEER's Landscape Architect (subconsultant) will prepare all calculations related to tree replacement prepare a tree replacement plan, and negotiate tree replacement plan requirements with the City of Austin Arborist.
 6. ENGINEER will prepare the necessary applications and gather the necessary associated information such as tax certificates, tax maps, and other documents required to accompany the submittal of the Site Plan application to the City of Austin. ENGINEER will calculate the fees required to submit the Site Plan and notify the CLIENT at least one week in advance of submittal.
 7. ENGINEER will represent CLIENT in processing the Site Plan package through the City of Austin review and shall make the necessary plan modifications to assist the CLIENT in securing a Site Plan Permit as required for the construction of the Project.
- E. **Texas Natural Resource Conservation Commission (TNRCC) Permits (WPAP and SCS)**
1. ENGINEER will prepare the Water Pollution Abatement Plan (WPAP) for the stormwater facilities which will be submitted to the TNRCC for review and approval. The geology required for the WPAP and SCS shall be supplied by Horizon Environmental.
 2. ENGINEER will submit the WPAP to the TNRCC for review and approval. ENGINEER will support the application through the regulatory review at TNRCC and represent CLIENT in processing the application package through TNRCC review. ENGINEER will make the necessary modifications to assist CLIENT in securing a TNRCC Permit as required for the construction of the Project.
- F. **National Pollutant Discharge Elimination System (NPDES) – EPA**
- ENGINEER will prepare the applications for CLIENT to apply for an NPDES permit and a Pollution Prevention Plan (PPP) permit from the Environmental Protection Agency (EPA). ENGINEER will prepare documentation booklet for use by the Contractor.

BASIS OF COMPENSATION

For work of this nature, we propose to perform the above described services for a lump sum and hourly fee in accordance with the following:

TASK #	TASK DESCRIPTION	FEE
	A. Preliminary Engineering	
301	(Hourly)	\$ 1,200.00
	B. Preliminary Plan	
202	Items 1 (Lump Sum)	\$ 3,500.00
220	Items 2-3 (Hourly)	\$ 1,300.00
221	Item 4 (Hourly)	\$ 1,400.00
	C. Final Plat	
230	Items 1-4 (Lump Sum)	\$ 5,500.00
231	Items 5-6 (Hourly)	\$ 6,500.00
	D. Site Plan	
310	Items 1-5 (Lump Sum)	\$ 16,500.00
311	Item 6 (Hourly)	\$ 6,000.00
	E. TNRCC	
340	Item 1 (Lump Sum)	\$ 4,500.00
341	Item 2 (Hourly)	\$ 1,500.00
	F. NPDES/EPA	
303	(Lump Sum)	\$ 500.00
	G. Reimbursable Expense	
	Estimated (Direct Cost)	\$ 1,500.00
	H. Subconsultants	
	Horizon Environmental	\$ 3,500.00
	Tom Brown & Associates (Landscape Architect)	\$ 2,000.00
	Trinity Engineering Testing Corporation*	\$ 2,500.00
	TOTAL	\$ 57,900.00

*Geotechnical consultant fee assumes that all clearing necessary to provide access for the drilling rig will be provided by CLIENT.

Note:

1. The above hourly fees are shown for budgeting purposes. The invoices will reflect the actual cost. Fees for these services shall be charged on an hourly basis using the attached Fee Schedule.
2. If CLIENT requests that ENGINEER proceed without a pre-approved estimate, CLIENT agrees to pay ENGINEER for all work on an hourly basis in accordance with the prevailing Fee Schedule.

PROPOSAL PERIOD

ENGINEER offers this proposal for a period of sixty (60) days after the date of this document. After 60 days, CLIENT may request a new proposal for services, at which time the Scope of Services and fees may change based upon conditions at the time the new proposal is prepared.

ASSUMPTIONS

1. The design of offsite drives and other improvements is not a part of this proposal.

Mr. Joe M. England, P.E.

December 7, 2000

Page 5 of 8

2. Major drainage studies, easement preparation, and feasibility studies are not included in the above costs but are subject to negotiation at initiation.
 3. There is no design of water and wastewater facilities included in this proposal.
 4. A complete title policy or commitment will be provided by CLIENT.
 5. All boundary monumentation is existing.
 6. The project will be submitted to the City of Austin and TNRCC for one permit.
 7. Our fees do not include meeting with Planning Commissioners, City Council members, or other board members to represent the project.
 8. CLIENT will be responsible for the cost of all environmental studies required by the City of Austin and TNRCC (i.e., geology studies, karst surveys, bird surveys, and plant surveys).
 9. The flood plain studies referenced on the final plat will be acceptable to the City of Austin's Stormwater Management Division of Public Works. There will not be any flood plain studies required for the approval of the construction plans and the approval of the final plat.
 10. Our fees do not include the work of a Structural Engineer (if necessary), an Irrigation Designer, an Electrical Engineer, or a Mechanical Engineer.
 11. All geotechnical soil testing will be provided by ENGINEER's subconsultant. Such tests will be taken in such a way as to provide the necessary recommendations for asphaltic concrete pavement design.
 12. The estimated engineering fee does not include traffic engineering studies that may be required by the City of Austin.
 13. The project will not require any waivers or variances.
 14. CLIENT is responsible for all application fees, inspection fees, and other governmental fees associated with the approval of the final plat and site plan.
 15. CLIENT will provide all environmental studies relating to due diligence such as Site Assessments, Levels I, II, III.
 16. The subject site does not have environmental limitations which could materially affect the preparation of development plans such as endangered species, hazardous wastes, groundwater recharge, critical environmental features as defined in the Land Development Code of the City of Austin, or significant archeological sites.
 17. The proposed scope of services and fee do not include preparation of studies, reports, and estimates required for a reimbursement from a Municipal Utility District.
 18. The proposed scope of services does not include a title survey of the subject tract.
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Mr. Joe M. England, P.E.
December 7, 2000
Page 6 of 8

19. The proposed scope of services is based on one-time preparation of plans. Should CLIENT or its agent request changes to the above defined scope of services or if additional services are requested, all incurred costs shall be billed on a time and materials basis in accordance with the attached Fee Schedule. An estimate of additional costs will be provided and approved prior to proceeding with the project. If CLIENT requests that ENGINEER proceed without a pre-approved estimate, CLIENT agrees to pay ENGINEER for all work on an hourly basis in accordance with the prevailing Fee Schedule.
20. Payments to Cunningham-Allen, Inc. for authorized services will be due within thirty (30) days of presentation of statements for such services.
21. In the event that developmental ordinances or standards are significantly changed prior to the completion of this project, the Scope of Work and Basis of Compensation outlined above may be inadequate to complete the project. In this event, CLIENT will be notified and a Revised Proposal prepared for review and approval.
22. Unforeseen circumstances may dictate additional costs. If this condition occurs prior to the completion of this project, additional fees will be requested in writing for the expanded scope of work.

A Letter of Authorization for those items listed under "Assumptions" shall be prepared and approved prior to commencing any additional services.

REIMBURSABLE EXPENSES

Reimbursable expenses are defined as follows and shall be invoiced at direct cost (invoice):

1. Reproduction of documents.
2. Shipping and mailing expenses.
3. Any other disbursements, application fees, etc., made on behalf of the CLIENT.

INDEMNIFICATION

The CLIENT agrees to hold harmless and indemnify the ENGINEER for and against all claims, damages, awards, and costs of defense arising out of delays in the ENGINEER's performance resulting from events beyond the ENGINEER's control.

Whereas job-site safety conditions are the sole responsibility of the Contractor, the CLIENT agrees to hold harmless and indemnify the ENGINEER for and against all claims, damages, awards, and costs of defense arising out of claims related to job-site safety.

The CLIENT agrees to stipulate within the Contract Documents that the Contractor (or CLIENT) shall purchase and maintain, during the course of construction, "all-risk" builder's risk insurance which names the Contractor, the CLIENT's agents, and the ENGINEER as additional insureds.

Mr. Joe M. England, P.E.
December 7, 2000
Page 7 of 8

RISK ALLOCATION

In recognition of the relative risks, rewards and benefits of the project to both CLIENT and ENGINEER, the risks have been allocated such that CLIENT agrees that, to the fullest extent permitted by law, ENGINEER's total liability to CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed our fee or \$100,000.00, whichever is less. Such causes include, but are not limited to, ENGINEER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

TERMINATION

1. This agreement between CLIENT and ENGINEER may be terminated by either party upon seven days' written notice in the event of persistent failure of performance of the material terms and conditions of this agreement by the other party through no fault of the terminating party.
2. If this agreement is terminated during the course of performance of the work, ENGINEER shall be paid the reasonable value of the services performed during the period prior to the effective date of termination of the agreement. The reasonable value shall be determined based on the percent complete of the individual tasks as shown in the Basis of Compensation.
3. In the event of termination, ENGINEER shall be paid all termination expenses resulting therefrom.
4. If, prior to termination of this agreement, any work designed or specified by ENGINEER during any phase of the work is suspended in whole or in part for more than three months or abandoned after written notice from the CLIENT, the ENGINEER shall be paid for such services performed up to receipt of such notice.

BILLINGS/PAYMENTS

Invoices for the ENGINEER's services shall be submitted, at the ENGINEER's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within thirty (30) days after the invoice date. If CLIENT fails to pay an invoice within thirty (30) days after the invoice date, regardless of the reason for nonpayment, ENGINEER shall have the right to stop any further work being performed for or on behalf of CLIENT until full payment is received by ENGINEER.

All billings over thirty (30) days past due will be subject to interest charges of 1½% per month on the unpaid balance. In the event any or all of the account remains unpaid in full ninety (90) days after initial billing, the CLIENT shall be responsible for all costs of collection including reasonable attorney's fees.

PLACE OF PAYMENT

All payments due under this Agreement shall be payable at ENGINEER's offices located at 3103 Bee Cave Road, Suite 202, Austin, Travis County, Texas 78746-6819.

OWNERSHIP OF DOCUMENTS

All documents produced by the ENGINEER under this agreement shall remain the property of the ENGINEER and may not be used by the CLIENT for any other endeavor without the written consent of the ENGINEER.

Mr. Joe M. England, P.E.
December 7, 2000
Page 8 of 8

MEDIATION

Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date 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.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

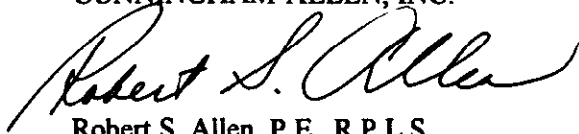
Thank you for this opportunity to submit a proposal for civil engineering and surveying services for this project. Should you have any questions or comments concerning this proposal, please do not hesitate to call me. If you concur with this proposal, please sign in the space provided below and return one executed original of this proposal to me.

Sincerely,

CUNNINGHAM-ALLEN, INC.

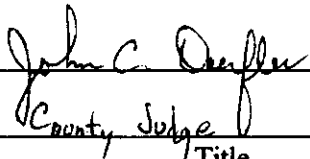
CONCURRENCE:

WILLIAMSON COUNTY COMMISSIONERS COURT



Robert S. Allen, P.E., R.P.L.S.
President

RSA/cv
Attachment



County Judge
Title

2-6-01

Date

CUNNINGHAM-ALLEN, INC.

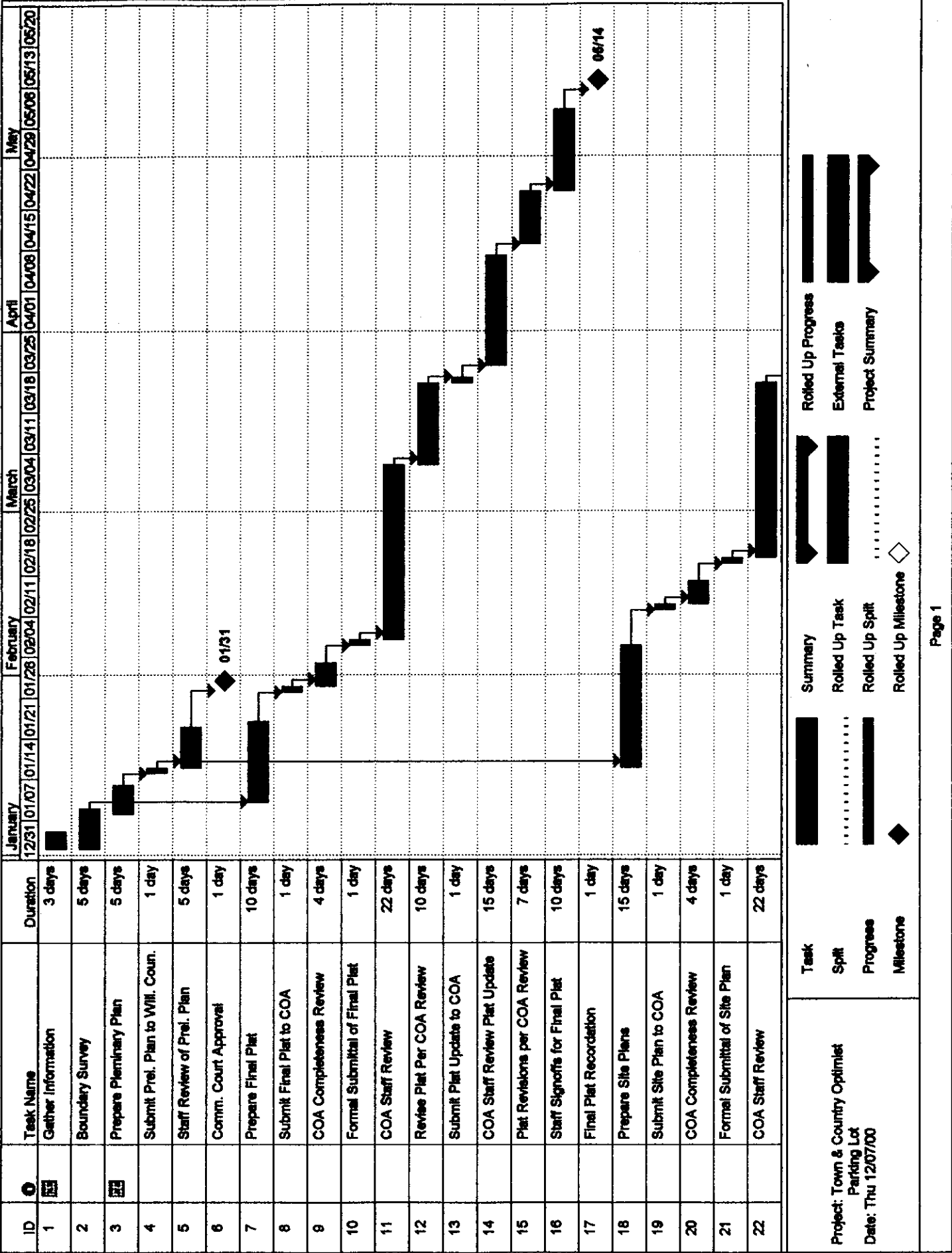
As of May 10, 2000

FEE SCHEDULE






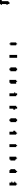



<u>STAFF</u>	<u>RATE/HOUR</u>
Principal	\$125.00
Processing Specialist.....	\$ 90.00
Assistant Processing Specialist.....	\$ 50.00
Senior Project Manager.....	\$105.00
Project Manager.....	\$100.00
Professional Engineer.....	\$ 95.00
Graduate Engineer III.....	\$ 85.00
Graduate Engineer II.....	\$ 75.00
Graduate Engineer I.....	\$ 65.00
Senior Engineer Technician.....	\$ 80.00
Engineering Technician III.....	\$ 75.00
Engineering Technician II.....	\$ 67.50
Engineering Technician I.....	\$ 60.00
AutoCAD Technician.....	\$ 55.00
Construction Representative.....	\$ 60.00
Survey Manager.....	\$ 90.00
Registered Surveyor.....	\$ 85.00
Survey Technician III.....	\$ 75.00
Survey Technician II.....	\$ 65.00
Survey Technician I.....	\$ 55.00
2-Man Survey Crew.....	\$ 90.00
3-Man Survey Crew.....	\$105.00
4-Man Survey Crew.....	\$120.00
Clerical	\$ 37.50
Administrative Assistant	\$ 30.00

The above rates include all salaries, payroll taxes, insurance, and overhead. The above rates do not include reimbursable expenses including travel, regulatory fees, printing, and State sales tax if applicable.

Note: Rates subject to change annually.



ID	Task Name	Duration
23	Revise Plans Per COA Review	12 days
24	Submit Plan Update to COA	1 day
25	COA Staff Review Update	12 days
26	Revise Plans per review	5 days
27	Staff Signoffs	10 days
28	Permit issued	1 day
29	Prepare TNRCC Applications	8 days
30	Submit TNRCC Application	1 day
31	TNRCC Staff Review	33 days
32	TNRCC Permit Issued	1 day
33	Prepare NPDES Permit	1 day

<p>Project: Town & Country Optimist Parking Lot Date: Thu 12/07/00</p>	Task		Summary		Rolled Up Progress	
	Split	Rolled Up Task		External Tasks	
	Progress		Rolled Up Split	Project Summary	
	Milestone		Rolled Up Milestone			
Gbzmo:robert@commercial/tcpdprk.msp						
Page 2						

AGENDA ITEM 19

Discuss and take appropriate action on approving proposal from Loomis Austin for professional services on Northridge drainage.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve proposal from Loomis Austin for professional services on Northridge drainage.

Vote: 4 - 0

< Attachment >



December 7, 2000

Mr. Joe England, P.E.
Williamson County
3151 Southeast Interloop – Suite B
Georgetown, Texas 78626

Dear Mr. England:

Attached is a proposed agreement for Loomis Austin to provide engineering and land surveying services related to design and construction plans development for drainage improvements to serve the Northridge Acres community. Please review this agreement and either: (1) sign it in the space provided if it is satisfactory; or (2) provide us with comments. The scope, proposed budget, and proposed schedule for services to be provided by Loomis Austin, Inc. (LAI) are presented in Exhibit A. Standard terms and conditions including LAI's responsibilities, the Owner's responsibilities, payment procedures, definition of terms, and other general considerations are presented in Exhibit B. The terms of this contract follow procedures outlined in the ASCE document, "Standard Form of Agreement Between Owner and Engineer for Professional Services." Exhibit C presents the cost proposal for performance of this work.

Thank you for the opportunity to work with Williamson County. We will do everything we can to provide timely and responsive service.

Sincerely,

Thomas Loomis, P.E.
Principal, Loomis Austin, Inc.