

**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.

**Agreement for Professional Services Between  
Williamson County (OWNER) and  
Loomis Austin, Inc. (ENGINEER)**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_, \_\_\_\_\_ between Williamson County ("OWNER") and Loomis Austin, Inc ("ENGINEER"). The OWNER intends to secure the services of the ENGINEER to provide Design and Construction Plans Development for drainage improvements to be located in the Northridge Acres subdivision in Williamson and Travis Counties. The Scope of Services, Budget for Engineering Services, and Project Schedule are presented as Exhibit A. Standard terms and conditions including the ENGINEER'S responsibilities, the OWNER's responsibilities, payment procedures, definitions of terms, and other general considerations are presented in Exhibit B. Terms for Payment of the Engineer are presented as Exhibit C. The OWNER and ENGINEER in consideration of their mutual covenants agree to the project scope and terms specified in Exhibits A, B and C and do therefore sign this agreement for services in the spaces provided below:

OWNER:

By: Williamson County  
John C. Daufles  
Title: County Judge  
Date Signed: 2-6-01

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative

Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

ENGINEER:

By: Thomas Loomis, P.E.  
Title: Principal  
Date Signed: \_\_\_\_\_

Address for giving notices:

Loomis Austin, Inc.  
3103 Bee Caves Rd. - Suite 225  
Austin, Texas 78746  
\_\_\_\_\_

Designated Representative Tom Loomis

Title: Principal  
Phone Number: 327-1180  
Facsimile Number: 327-4062  
E-MailAddress: tloomis@loomisaustin.com

**EXHIBIT A**  
**Scope of Services; Budget for Engineering and**  
**Environmental Services; Project Schedule**

**1.0 Scope of Services**

Loomis Austin, Inc. will provide the following engineering services for surveying and engineering design of drainage improvements at the Northridge Acres Subdivision:

**Task 1.0 - Attendance at preliminary and ongoing design and coordination meetings with the Owner and members of the Northridge Acres community.** It is anticipated that, given the history of the community, significant meetings and presentations will be necessary to achieve an acceptable degree of community acceptance of the final drainage plan due to the likely need for reclaiming of easements in areas where obstructions (fences, buildings) have been placed. This task will include no more than 5 meetings with Williamson County and 2 meetings with Northridge Acres residents.

**Time and Materials with an Upper Limit of \$7,500**

**Task 2.0 - Performance of necessary ditch profile surveying for creation of base maps and hydrologic/hydraulic models.** This will include surveying of: (1) approximately 8,000 linear feet of roadway ditch at intervals of 100 feet (plus significant grade changes); (2) easement profiles across Blocks 3 and 5; (3) approximately 600 linear feet of lot line located along the lots near Patty Erickson's home at intervals of 50 feet (plus significant grade changes). Ultimately, design survey information will be derived from previously existing survey work which was used to support design of the previously proposed wastewater system. Along roadway drainage ditches, the survey described in this task will be used to confirm the existing survey. This survey is for support of construction plans development only and does not include boundary or other legal surveying.

**\$5,000**

**Task 3.0 - Development and implementation of hydrologic/hydraulic models necessary to define design flow rates and necessary ditch conveyance.** Hydrologic models (HEC-1 or Winstorm) will be developed for the 10- and 25-year storm events. Hydraulic models (HEC-RAS or Winstorm) will be utilized to define necessary ditch conveyance and design configuration.

**\$5,000**

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**Task 4.0 – Development of construction plans.** Construction plans are anticipated to include the following sheets:

- 1. Cover Sheet (1)
- 2. Plan and Profile Sheets (6)
- 3. Structural Details Sheets (3)
- 4. General Notes (1)
- 5. Erosion and Sedimentation Control Sheet (1)
- 6. Dimension Control Sheet (1)

13 Sheets @ \$1,750/sheet = \$22,750

**Task 5.0 – Preparation of Bid Documents.** The engineer will utilize standard Williamson County bid documents. However, LAI will provide project specific specifications. We will provide one set of original bid documents.

\$3,500

**Task 6.0 – Coordination with TxDOT regarding connection of proposed drainage pipe to the existing drainage system along FM 1325.** This work include procurement of information from TxDOT regarding current conveyance capacities in the existing storm sewer system and determination of appropriate connection configurations and locations.

\$1,500

**ASSUMPTIONS / EXCLUSIONS**

- All coordination for easement purchase will be performed by Williamson County.
- No drainage improvements will be constructed in any portion of the subdivision residing in Travis County.
- This contract does not include any items not explicitly described above.
- No permitting through any entity (City of Austin, TNRCC, etc) other than Williamson County is included in this contract.

**2.0 Project Budget**

The project budget is presented in Exhibit C. Standard hourly rates for Loomis Austin employees are as follows:

**LAI STANDARD HOURLY RATE TABLE**

Principal	\$132.00
Senior Engineer (P.E.)	\$92.00 - \$120.00
Project Engineer (EIT)	\$64.00 - \$92.00
Environmental Principal	\$100.00
Environmental Staff	\$65.00 - \$75.00

RPLS	\$80.00- \$90.00
2-man Survey Crew	\$90.00
3-man Survey Crew	\$100.00
CAD Technician	\$50.00 - \$78.00
Administrative and Technical Support	\$35.10 - \$45.00

### 3.0 Project Schedule

This project will commence upon execution of this contract and receipt of notice-to-proceed, written or verbal. The ENGINEER will provide Williamson County with a set of plans approximately 50% complete within 30 calendar days of notice-to-proceed. At this time the ENGINEER will meet with Williamson County staff. The ENGINEER will provide Williamson County with the initial submittal of final construction plans and bid documents within 60 days of notice-to-proceed.

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**Exhibit B**  
**Loomis Austin, Inc.**  
**Standard Contract Terms and Conditions**

**1.01 Project Scope of Services**

The ENGINEER shall provide the Basic and Additional Services set forth in Exhibit A. Upon this agreement becoming effective, the ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

**2.01 Owner's Responsibilities**

A. Provide the ENGINEER with all criteria and full information as to the OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the OWNER will require to be included in the Drawings and Specifications; and furnish copies of the OWNER's standard forms, conditions, and related documents for the ENGINEER to include in the Bidding Documents, when applicable. The Owner shall also provide all project-related information and data as is reasonably required to enable the ENGINEER to complete its Basic and Additional Services.

B. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the ENGINEER (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as the OWNER deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

C. Provide the ENGINEER with access to the project site for activities necessary for the performance of ENGINEER's services. The OWNER agrees to obtain for the ENGINEER the authorization of the owner to enter upon the property for the purpose of performing the ENGINEER's necessary services thereon.

**3.01 Times for Rendering Services**

A. The ENGINEER'S services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, the ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of the ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of the ENGINEER's services shall be adjusted equitably.

C. If the OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the ENGINEER's services are delayed through no fault of the ENGINEER, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this agreement.

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**4.01 Payments to the Engineer**

A. The OWNER shall pay the ENGINEER as set forth in Exhibit C for Basic Services (specified in Exhibit A). The OWNER shall pay the ENGINEER as set forth in Exhibit C for *additional services* (above and beyond the agreed contracted services specified in Exhibit A). The OWNER shall pay the ENGINEER for Reimbursable Expenses incurred by the ENGINEER and the ENGINEER's Consultants as set forth in Exhibit C.

B. Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to the OWNER by the ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

C. Invoices are due and payable within 30 days of receipt. If the OWNER fails to make any payment due to the ENGINEER for services and expenses within 30 days after receipt of the ENGINEER's invoice, the amounts due the ENGINEER will be increased at a rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until the ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

D. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment. The undisputed portion will be paid.

E. In the event of any termination, the ENGINEER will be entitled to invoice the OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all reimbursable expenses incurred through the effective date of termination. In the event of termination by the OWNER for convenience or the ENGINEER for cause, the ENGINEER shall be entitled to invoice the OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination before and after the effective date of the termination.

**5.01 Opinions of Probable Construction Cost**

The ENGINEER's opinions of probable Construction cost provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER. If the OWNER wishes greater assurance as to probable construction cost, the OWNER shall employ an independent cost estimator.

**6.01 Standards of Performance**

A. The standard of care for all professional engineering and related services performed or furnished by the ENGINEER under this Agreement will be the care and skill ordinarily used by members of the ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. The ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with the ENGINEER's services.

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B. The ENGINEER will be responsible for the technical accuracy of its services and documents resulting therefrom, and the OWNER will not be responsible for discovering deficiencies therein. The ENGINEER will correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. During the construction phase, the ENGINEER will not supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have responsibility for or authority over the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, for safety precautions incident to the contractor's work in progress, nor for any failure of the Contractor to comply with Laws and Regulations applicable to the Contractor's furnishing and performing the Work. The ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

#### 6.02 Termination

The obligation to provide further services under this Agreement may be terminated:

A. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By the ENGINEER:

1) upon seven days written notice if the ENGINEER believes that the ENGINEER is being requested by the OWNER to furnish or perform services contrary to the ENGINEER's responsibilities as a licensed professional; or upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond the ENGINEER's control. The ENGINEER shall have no liability to OWNER on account of such termination.

B. *For convenience,*

a. By the OWNER effective upon the receipt of notice by the ENGINEER.

#### 6.03 Dispute Resolution

A. The OWNER and the ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

B. If and to the extent that the OWNER and the ENGINEER have agreed on a method and procedure for resolving disputes between them arising out of or relating to this Agreement, such dispute resolution method and procedure is set forth in Exhibit D, "Dispute Resolution."

#### 6.04 Indemnification and Limit of Claims

A. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the OWNER, the OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the ENGINEER or the

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ENGINEER's officers, directors, partners, employees, and the ENGINEER's Consultants in the performance and furnishing of the ENGINEER's services under this Agreement.

B. To the fullest extent permitted by law, the OWNER shall indemnify and hold harmless the ENGINEER, the ENGINEER's officers, directors, partners, employees, and the ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the OWNER or the OWNER's officers, directors, partners, employees, and the OWNER's consultants with respect to this Agreement or the Project.

C. To the fullest extent permitted by law, the ENGINEER's total liability to the OWNER and anyone claiming by, through, or under the OWNER for any cost, loss, or damages caused in part by the negligence of the ENGINEER and in part by the negligence of the OWNER or any other negligent entity or individual, shall not exceed the percentage share that the ENGINEER's negligence bears to the total negligence of the OWNER, the ENGINEER, and all other negligent entities and individuals.

#### **6.05 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the OWNER and the ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### **7.01 Exhibits Included**

- A. Exhibit A, "ENGINEER's Services," consisting of 3 pages.
- B. Exhibit B, "Standard Terms and Conditions," consisting of 4 pages.
- C. Exhibit C, "PAYMENTS TO THE ENGINEER, Basic Services Having a Determined Scope with Lump Sum Amount Not to be Exceeded Method of Compensation."

**EXHIBIT C**  
**PAYMENTS TO THE ENGINEER**  
Services Having a Determined Scope with Lump Sum Amount Not-to-Be-  
Exceeded Method of Compensation

Initial:  
OWNER \_\_\_\_\_  
ENGINEER \_\_\_\_\_

A. The OWNER shall pay the ENGINEER for Basic Services set forth in Exhibit A, except for services of the ENGINEER's resident project representative and post-construction phase services, if any, as follows:

1. An amount equal to \$45,250 plus Reimbursable Expenses, estimated to be \$1000. Services provided will not exceed \$46,250 without prior written consent from the OWNER.

2. The total compensation for services described in EXHIBIT A is estimated to be \$46,250 based on the following assumed distribution of compensation:

Task 1 – Preliminary and Ongoing Meetings	\$7,500
Task 2 - Surveying	\$5,000
Task 3 - Hydrologic/Hydraulic Modeling	\$5,000
Task 4 - Construction Plans Development	\$22,750
Task 5 – Bid Documents Development	\$3,500
Task 7 - Coordination with TxDOT	\$1,500

3. The ENGINEER may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the OWNER.

4. The OWNER grants the ENGINEER a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist on the property and all improvements thereon to secure payment of all compensation due the ENGINEER by the OWNER. The OWNER grants the ENGINEER the right to file a copy of this agreement in the records of the County where the property is located to give notice of the ENGINEER's lien rights.

5. The portion of the amounts billed for the ENGINEER's services will be billed based on a percentage complete basis, plus reimbursable expenses incurred during the billing period. Billing cycles are monthly, ending on the 15<sup>th</sup> day of each month.

6. The estimated total compensation is conditioned on contract times to complete the work not exceeding 60 days. Should the contract times to complete the work be extended beyond this period, total compensation to the ENGINEER shall be appropriately adjusted.

**Compensation Summary**

SERVICE	FEE	TOTAL FEE	FEE BASIS
Task 1 – Meetings and Coordination	\$7,500	\$7,500	T&M
Task 2 – Confirmation Survey for Drainage Ditches	\$5,000	\$5,000	Fixed Fee
Task 3 – Hydrologic/Hydraulic Modeling	\$5,000	\$5,000	Fixed Fee
Task 4 – Construction Plans Development	\$22,750	\$22,750	Fixed Fee
Task 5 – Bid Documents	\$3,500	\$3,500	Fixed Fee
Task 6 – Coordination with TxDOT	\$1,500	\$1,500	Fixed Fee
<b>TOTALS</b>		<b>\$45,250</b>	

**AGENDA ITEM 20**

Consider approving resolution opposing ratification of SB 237 pertaining to OSSF permit fees.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve resolution opposing ratification of SB 237 pertaining to OSSF permit fees.

Vote: 4 - 0

< Attachment >

STATE OF TEXAS

COUNTY WILLIAMSON

Know all men those present that on this the 6<sup>th</sup> day of February, 2001, the Commissioners Court of Williamson County, Texas met in duly called session at the Courthouse in Georgetown, Texas with the following members present:

And at said meeting, among other business, the Court considered the following

**RESOLUTION**

WHEREAS, Williamson County is a member of Williamson County and Cities Health District: and

WHEREAS, the Health District is the Authorized Agent for the On-Site Sewage Facility (OSSF) program: and

WHEREAS, SB 237 would unjustly prevent the Health District from properly charging the OSSF permit fees needed to administer this program:

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS; that the court opposes the ratification of SB 237 proposed by the Honorable Senator Bob Haywood.

Resolved this 6<sup>th</sup> day of February, 2001

*John C. Doerfler 2-6-01*  
John Doerfler, County Judge

ATTEST:

*Nancy E. Rister*  
Nancy E. Rister, County Clerk

