

AGENDA ITEM 39

Consider the firm of Ray Gill for architectural services for Schwertner Community Center project.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Hays**

Motion: To approve the firm of Ray Gill for architectural services for Schwertner Community Center project, subject to approval of the contract by County Attorney Gene Taylor.

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >



R. GILL

P.O. Box 217 Round Rock, Texas 78680-0217 • rgill@raygilljr.com • Ph 512-255-7852 Fax 512-255-5445

AN AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Client: Williamson County Commissioners Court
710 Main St. Suite 201
Georgetown, TX. 78626

Date: June 20, 2001

Project No.: 2276

Project Name/Location: Community Center at the Southeast corner of the intersection of FM 487 and FM 1105 in Schwertner, TX.

Scope/Intent and Extent of Service: The project is to be 4,000 sq.ft. or less of heated and cooled space. Consisting of toilets large meeting room with another smaller meeting room and kitchen area. Services provided consist of architectural plans and specifications for a the structure and site plan along with the foundation design and coordination of design build services provided by the subcontractors for the Mechanical, Electrical, Plumbing, and septic system. All testing and civil engineering, if needed, will be the responsibility of the County. All printing and miscellaneous expenses will be the paid by the County.

Fee Arrangement: Lump sum fee of \$25,000.00

Retainer Amount: Zero \$0.00.

Special Conditions: Site visits will be invoiced at \$250.00 each during the construction period. It is assumed that a minimum of four visits and maximum of six visits will be made.

Prepared By:
Ray Gill, Jr.
(printed name/title)

The terms and conditions and the initials required on the reverse of this form are a part of this Agreement.

Offered By:

(signature)

Accepted By:

Ray Gill, Jr. / Architect
(printed name/title)

(signature)

(date)

R. Gill & Associates

(printed name/title)

(name of Design Professional firm)

(name of Client)

TERMS AND CONDITIONS

The Firm shall perform the services outlined in this Agreement for the stated fee arrangement.

Access To Site:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee:

Lump Sum of twenty-five thousand dollars (\$25,000.00)

Billings/Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Firm. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall indemnify and hold harmless the Firm and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Firm), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any causes or causes, shall not exceed ten times our fee or \$25,000.00, whichever is less. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: (Firm) _____ (Client)

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. The County may request an electronic file for reference purposes only.

Dispute Resolution:

Any claim or dispute between the Client and the Firm shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of the principal place of business of the Firm.

* * * * *

AGENDA ITEM 40

Consider approving proposal from Diamond Surveying for additional surveying services for Parmer Lane Extension Project.

Mike Weaver of Prime Strategies discussed the proposal and answered questions.

Moved: **Commissioner Hays**

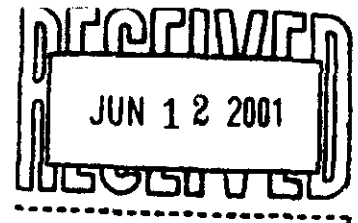
Seconded: **Commissioner Boatright**

Motion: To approve proposal from Diamond Surveying for additional surveying services for Parmer Lane Extension Project (from FM 1431 to SH 29).

Vote: 4 – 0 with Commissioner Heiligenstein absent from the dais.

< Attachment >

 **Diamond Surveying, Inc.**



Shane Shafer, R.P.L.S.
1915 S. Austin Ave., Suite 111
Georgetown, TX 78626

Office Phone 931-3100 Fax: 930-5391

PROPOSAL NO. 2000-7A
June 12, 2001

Williamson County
C/o Michael Weaver, Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin, Texas 78704

Re: Proposal for additional surveying services for Parmer Lane Extension Project.
Original Proposal No. 2000-7, dated March 29, 2000.

Dear Mr. Weaver:

We are pleased to submit our proposal for additional services as listed below:

Scope of Services

Phase 1, services related to the new proposed alignment south of SH 29:

1. Stake centerline of new alignment for environmental study.
2. Perform field and office work necessary to place new horizontal and vertical control points along new route.
3. Perform field and office work necessary to provide topographic drawing, 300 feet wide, along new alignment.
4. Perform field and office work necessary to locate additional property boundary lines affected by the new alignment.

Phase 2, services related to right-of-entry permission letters:

1. Update list of property owners and ownership map along proposed route, from RM 1431 to SH 29.
2. Provide updated status report of right-of-entry to HNTB and Charlie Crossfield.
3. Prepare and mail new right-of-entry letters as directed.
4. Perform daily updates of status of returned right-of-entry letters and forward this information to Charlie Crossfield.