

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.

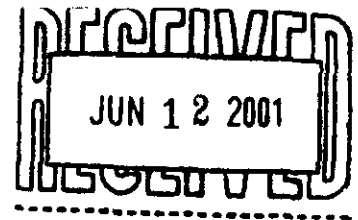
Moved: **Commissioner Hays**

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 >



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.

Phase 3, additional topographic surveying

1. Perform field and office work necessary to provide topographic drawing of the new road which has been built on the north intersection of RM 1431 and existing Parmer Lane.
2. Contact the appropriate utility one-call system and request that all utilities on the north intersection of RM 1431 and existing Parmer Lane be marked.
3. Perform field and office work necessary to provide utility map showing the location of all marked utilities.
4. Perform field and office work necessary to provide topographic and boundary information of those tracts of land for which entry was previously denied but may become accessible to surveying after legal action has been taken by Williamson County.
5. Obtain additional topographic data or site specific survey data as requested by Client, the need for which may be determined by Engineer after initial analysis of existing contours, surface features and other critical factors.

Phase 4, metes and bounds legal descriptions for right-of-way parcels to be acquired:

1. Obtain final right-of-way alignment determined by Client and relate to existing front boundary lines of affected parcels.
2. Obtain additional survey field data as necessary to determine correct positioning of side boundary lines, to include the recovery of rear boundary corners.
3. Obtain title reports for affected parcels in order to show any existing easements or legal matters that may affect the right-of-way parcels to be acquired.
4. Perform field and office work necessary to set appropriate survey monumentation for each parcel.
5. Prepare and furnish plats with metes and bounds descriptions on 8 1/2" X 14" sheets of each parcel necessary for right-of-way acquisition.
6. Prepare and furnish a right-of-way strip map for use by the Client.

Basis of Compensation

We propose to provide the above listed services on an hourly basis in accordance with the attached rate schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new rate schedule will be presented to the Client for approval before becoming effective.

The estimated total amounts are listed below by phase designation:

Phase 1	\$15,200.00
Phase 2	\$8,250.00

Phase 3	\$22,875.00
Phase 4	\$95,000.00

Total services listed by this proposal are estimated not to exceed a total of \$141,325.00.

This total hourly amount is based upon personnel and equipment time required to perform the described Scope of Services. Phase 4 estimates are based on acquiring approximately 95 new right-of-way parcels @ \$1000.00 per parcel. 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.

If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files. Thank you for the opportunity to be of service to Williamson County.

Sincerely,



SHANE SHAFER, R.P.L.S

PROFESSIONAL SERVICES AGREEMENT

Williamson County, as CLIENT, engages Diamond Surveying, Inc. as SURVEYOR to perform professional services for the assignment described as follows:

See attached proposal No. 2000-7A dated June 12, 2001. Additional surveying services for Parmer Lane Extension Project. (Original Proposal No. 2000-7, dated March 29, 2000.)

I. SERVICES: SURVEYOR agrees to perform in conformance with the following description, definition, terms and conditions. See attached proposal No. 2000-7A dated June 12, 2001.

II. COMPENSATION: SURVEYOR'S compensation for professional services will be on an hourly basis in accordance with the attached Standard Rate Schedule. The Standard Rate Schedule shall be renegotiated on January 1 of each year in order to allow the Surveyor to keep pace with the fair market value of his services. The new Rate Schedule will be presented to the Client for approval before becoming effective.

Total for this agreement: \$141,325.00

III. PAYMENTS: SURVEYOR will be paid in full for total amount earned under this Agreement. CLIENT agrees to pay SURVEYOR as follows and will be paid in cash or check, at the option of the CLIENT. SURVEYOR shall submit invoices on a weekly basis, each Monday morning, for work that has been completed during the prior week. CLIENT agrees to promptly pay SURVEYOR upon receipt of each invoice. All amounts shall be paid in full with no deductions of any kind.

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR. CLIENT may at his expense obtain a set of reproducible record copies of drawings 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. 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 \$50,000.

VI. 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 nonbonding 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 surveyors and consultants retained for the project and to require all independent surveyors and consultants also to include a similar mediation provision in all agreements with subsurveyors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VII. 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 the full amount specified in paragraph II, with respect to any Surveying Services performed to date of termination (including all Reimbursable Expenses incurred).

- VIII. **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.
- IX. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:
Attached letter proposal No. 2000-7A dated June 12, 2001, forms a part of this agreement.
- X. **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.
- XI. **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.

Williamson County.

Diamond Surveying, Inc.

By: John C. Deafler

By: Shan Shuf

Date: 6-26-01

Date: 6/12/01



STANDARD RATE SCHEDULE

Effective January 1, 2001, the following rates apply to work performed on an hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$85.00 per hour
R.P.L.S. as expert witness.....	\$125.00 per hour
Project Surveyor.....	\$65.00 per hour
GPS Processor.....	\$65.00 per hour
Survey Technician.....	\$60.00 per hour
Secretary.....	\$45.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
2-Man Field Party.....	\$95.00 per hour
3-Man Field Party.....	\$115.00 per hour
4-Man Field Party.....	\$135.00 per hour
GPS Field Unit with Operator	\$100.00 per hour
GPS Field Unit without Operator	\$50.00 per hour

DIRECT EXPENSES

Subsistence for Out-of-Town Work..... \$100.00 per day/per person

Notes:

1. Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.
2. 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.
3. Field Party stand-by time will be charged at the above-shown appropriate rates.

COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11:27 A.M. ON TUESDAY, JUNE 26, 2001.

AGENDA ITEM 41

Discuss pending litigation: Martin Di Carlo v. Williamson County (EXECUTIVE SESSION REQUESTED as per VTCA Govt Code 551.071 consultation with attorney)

No action was taken in Executive Session.

AGENDA ITEM 42

Discuss road bond program (EXECUTIVE SESSION REQUESTED as per VTCA Gove Code 551.071 consultation with attorney)

No action was taken in Executive Session.

COMMISSIONERS COURT RECONVENED FROM EXECUTIVE SESSION AT 11:45 A.M. ON TUESDAY, JUNE 26, 2001.

AGENDA ITEM 43

Discuss and take any appropriate action on pending litigation: Martin Di Carlo v. Williamson Co.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To hire Minton, Burns, Foster & Collins to defend Nelda Baker in the Di Carlo case.

Vote: **5 - 0**

< Attachment >