

AGENDA ITEM 10

Discuss and take appropriate action concerning agreement with YMCA pertaining to regional parking area.

Commissioner Boatright discussed the proposed regional parking area, and stated that funding would be allocated as follows: \$50,000.00 from General Obligation Bonds, with the balance to come from Precinct 2 Certificates of Obligation.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To approve an agreement with YMCA pertaining to a regional parking area at Twin Lakes Park.

Vote: **5 - 0**

< Attachment >



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

September 11, 2001

Proposal #01-3095

WILLIAMSON COUNTY
Commissioner Greg Boatright
The Honorable Judge John Doerfler
710 Main Street , Suite 201
Georgetown, Texas 78626

Re: Proposal for Professional Services
Southeast Corner of Hwy. 183 & Kent Street
Twin Lakes Park-Trail Head Parking and YMCA Site Improvements
Surveying, Site Work Engineering, Landscape/Irrigation
and Geotechnical Services

Dear Commissioner Boatright/Judge Doerfler:

We are pleased to submit our proposal for services related to the above referenced project. Basically, our proposal covers surveying, engineering, landscape/irrigation and geotechnical services for shared parking facilities and site development improvements for Williamson County and the YMCA, respectively. The parking lot will be located in the Hidden Valley Estates Subdivision, Lot 15, and portions of Lots 16, 18B, 18A owned by the City of Cedar Park. The YMCA site development improvements are proposed for a 3.899-acre site (R377019) and the north portion of the 50 acres owned by the County and leased by the YMCA located adjacent and to the south of the Hidden Valley Estates Subdivision in Cedar Park, Texas. The Trail Head parking is also proposed to be on the north portion of the same 50 acres. Below is a more specific list of our proposed Scope of Services and Basis of Compensation.

SCOPE OF SERVICES

A. PROJECT COORDINATION

1. Assemble and review pertinent information.
2. Meet with owners and architect to discuss project goals and requirements.
3. Assist owners and architect in the development of conceptual site plan.
4. Meet with city officials and architect to discuss conceptual site plan.
5. Assist architect in revisions to conceptual site plan addressing owners' comments.
6. Meet with owners and architect to secure owners' final approval of site plan.

B. TOPOGRAPHIC AND TREE MAPPING

1. Locate all hard wood trees 8" and greater, as well as identify protected trees.
2. Locate all planimetric features visible on the property.

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3. Locate all visible utilities within the property, including those adjoining the property side of the right-of-way.
4. Locate sufficient ground shots to prepare one-foot contour interval map.
5. Protected trees will be tagged and common tree names will be used for identification.
6. Prepare a drawing showing the results of the mapping effort.

C. DRAINAGE STUDY

1. Assemble and review pertinent information.
2. Prepare calculations and computer models using the Soil Conservation Service software (TR-20).
3. Determine the 25-year and 100-year flood plain limits as a result of the proposed improvements.
4. Prepare Drainage Study report with the results of the study.

D. SITE DEVELOPMENT DESIGN SERVICES

1. **Site Plan**
 - a. Collect and review pertinent data (Architect's/Owners' concept plan).
 - b. Coordinate with Project Architect, Owners and Fire Department, as required.
 - c. Prepare dimensionally accurate site plan and submit with contract documents to secure approvals.
 - d. Furnish Owners' Architect a copy of the AutoCAD 2000 drawing file.
 2. **Utility Plans (On-Site Water and Wastewater)**
 - a. Collect and review pertinent data.
 - b. Coordinate with Architect, City staff and utility companies, as needed.
 - c. Prepare utility plans for water and wastewater improvements, including fire lines, to within five feet of buildings. Connections and meter size to be set per MEP consultant.
 - d. Furnish copy to Owners.
 3. **Site Grading and Drainage Plan**
 - a. Collect and review pertinent data.
 - b. Coordinate with Architect and City staff.
 - c. Prepare conceptual grading and drainage plan based upon Architect's layout plan.
 - d. Review preliminary grading and drainage plan with Owners' Architect. Revise drawing as needed per review comments.
 - e. Prepare final grading and drainage plan to include curb elevation slopes, finish floor grades, wall elevation (if any), and details as necessary.
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- 4. Water Quality and Stormwater Detention Pond Design**
 - a. Prepare calculations and design in accordance with the TNRCC Technical Guidance on Best Management Practices.
 - b. Prepare calculations and design in accordance with the City of Austin Drainage Criteria Manual and/or TNRCC requirements.
 - c. Incorporate water quality and stormwater detention pond designs into construction plans.
- 5. Site Development Permit Coordination and Processing**
 - a. Assemble pertinent data and coordinate receiving drawings from the Landscape Architect and Structural Engineer (if required).
 - b. Coordinate with Architect regarding items to be furnished by Architect (compatibility drawings, if required).
 - c. Submit application along with appropriate drawings and Engineer's Summary Letter and Report to the City.
 - d. Coordinate with City and Client during review process, address City comments, and process the submittal for approval of Site Development Permit.

E. TEXAS NATURAL RESOURCE CONSERVATION COMMISSION PERMITTING (CONTRIBUTING ZONE PLAN)

1. Assemble pertinent information. Owners to furnish available information.
2. Meet with the Texas Natural Conservation Commission (TNRCC) to discuss project.
3. Retain Geologist to assist with Geologic Assessment.
4. Prepare contributing zone application and attachments, per TNRCC requirements.
5. Submit documents to TNRCC for review.
6. Respond to TNRCC comments.
7. Print final documents, and submit for TNRCC approval.
8. Prepare documents, and record in courthouse.
9. Finalize Client copy of documents.

F. CONSTRUCTION PHASE SERVICES (LIMITED) (Civil Only - No Landscape Services)

1. Assist in preconstruction conference.
 2. Review shop drawings.
 3. Visit construction site periodically.
 4. Interpret drawings and specifications.
 5. Observe construction for general conformity to contract documents (not full-time representative).
 6. Prepare final punch list.
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7. Issue Contractor's Certificate of Completion, upon satisfactory completion of the project.
8. Prepare "Record Drawings" from information provided by Contractor.

G. REIMBURSABLE EXPENSES

All copying, purchases of maps and documents, tax certificates, deeds, printing of reports and plans, mailing, courier, express/overnight and other related expenses shall be charged in accordance with the attached rate sheet. Copies will be provided of any documents, as requested and as necessary to complete the work tasks. State taxes on specific types of surveys are in addition to the noted fees. This estimate does not include governmental fees.

H. SUBCONSULTANT SERVICES - LANDSCAPE PLAN AND IRRIGATION (Hall Bargainer)

1. Provide landscape planting plan and details as required by the City. Submit for a Landscape Permit. Address City comments, and achieve approval. Furnish approved drawings. No construction phase services are included.
2. Prepare landscape irrigation plans and details to show heads, valves, controllers, and piping. No construction phase services are included.

I. SUBCONSULTANT SERVICES - GEOTECHNICAL REPORT (HBC Engineering)

1. Drill test borings as follows:
 - Two for pavement to 5 feet deep
 - Five for the YMCA building to 20 feet deep
 - Five for the Airnasium/Pool to 20 feet deep
 2. Perform laboratory testing for moisture contents, unit dry weights, atterberg limits, compressive strength and size grain analyses.
 3. Review the results of lab tests and evaluation by registered professional geotechnical engineer.
 4. Prepare an engineering report detailing the test results, boring logs and providing geotechnical engineer's recommendations which will address:
 - Site and subgrade preparation
 - Foundation design and construction
 - Pavement design guidelines
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CLARIFICATIONS

1. The following design data is required to be provided by the Client or Project Architect:
 - a. Domestic water meter size
 - b. Fire flow requirements as approved by the City Fire Marshal.
2. The testing services required for the construction phase of the project could not be included in the scope of work at this time due to the unknowns of the project, such as scheduling.

We can provide these services as additional through HBC Engineering or another local certified testing company at the time of construction.

For budgeting purposes, the range appears to be between \$33,000 and \$44,000.

BASIS OF COMPENSATION

We propose to provide the above-described Scope of Services, except for Items A and F, on a lump sum plus reimbursable expense basis as listed below:

	<u>Wms. County</u> <u>(68%)</u>	<u>YMCA</u> <u>(32%)</u>	<u>Combined</u>
A. Project Coordination	\$ 2,720 Hrly	\$ 1,280 Hrly	
B. Topo and Tree Mapping	\$ 4,800 L.S.	\$ 0 L.S.	
C. Drainage Study	\$ 9,126 L.S.	\$ 4,294 L.S.	
D. Site Design	\$31,552 L.S.	\$14,848 L.S.	
E. TNRCC Permitting	\$ 3,060 L.S.	\$ 1,440 L.S.	
F. Construction Phase Svcs.	<u>\$ 8,160 Hrly</u>	<u>\$ 3,840 Hrly</u>	
Sub-Total	\$59,418	\$25,702	\$85,120
G. Reimbursable Expenses	\$ 1,020 Budget	\$ 480 Budget	
H. Subcons.—Landscape/Irr.	\$ 6,470 L.S.	\$ 3,045 L.S.	
I. Subcons.—Geotechnical	<u>\$ 4,413 L.S.</u>	<u>\$ 2,077 L.S.</u>	
Sub-Total	\$11,903	\$ 5,602	<u>\$17,505</u>
TOTAL	\$71,321	\$31,304	\$102,625

Due to the uncertainty of the services involved, we propose to provide Items A and F, Project Coordination and Construction Phase Services (Limited), on an hourly charge plus reimbursable expense basis in accordance with the attached hourly rate schedule for the budgeted amount indicated (not to be considered a maximum).

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The fee amounts proposed above are based on personnel time required to perform the described Scope of Services. We agree to perform the services as detailed. Additional time requirements resulting from project scope changes or plan revisions beyond our control which cause work to be redesigned/redrawn will be considered reasonable cause for us to seek additional compensation for services not included in these amounts. Such services may be compensated for on an hourly-charge basis in accordance with the attached hourly rate schedule, at a mutually agreed-to lump sum amount, or as provided for in the Professional Services Agreement. Not presently included in the above scope of services are the following: Structural design (walls over three feet in height), wetlands issues, trench safety design, site lighting plan, geotechnical testing services, subdivision platting, preparation of easements and legal documents, project phasing, FEMA floodplain revision, N.P.D.E.S. permitting and T.I.A. reports, if required, and any governmental fees. The firm's professional liability is limited to the total amount of compensation to a maximum of \$50,000.

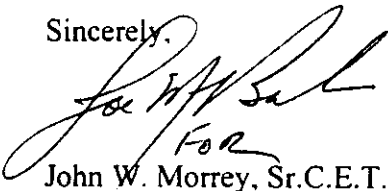
Please be aware that a National Pollutant Discharge Elimination System (N.P.D.E.S.) permit is required for construction activities (site disturbances) of five (5) acres and greater. However, because the responsibilities of implementing these permit requirements falls on the Contractor, which is still to be determined, and the Owners, this service cannot be initiated at this time.

Pursuant to State law, a single (total and complete) project submittal to the Texas Department of Licensing and Regulation (TDLR) is required for review of the standards established by the Texas Accessibility Standards (TAS) of the Architectural Barriers Act. This agreement hereby makes provisions for Baker-Aicklen to provide the Project Architect a set of reproducible, upon the Project Architect's request, for the project submittal to TDLR. The Project Architect or Owner is hereby responsible for the statutory submittal to TDLR.

If this proposal is acceptable, please endorse the enclosed agreement and return a copy to our office. We are prepared to commence work 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 continuing to be of service to you.

Sincerely,



John W. Morrey, Sr.C.E.T.

JWM:ek

09/18/2001

PROFESSIONAL SERVICES AGREEMENT

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WILLIAMSON COUNTY, as CLIENT, engages Baker-Aicklen & Associates, Inc. as ENGINEER to perform professional services for the assignment described as follows: Surveying, site work engineering, landscape/irrigation and geotechnical services for Twin Lakes Park-Trail Head Parking and YMCA Site Improvements in Cedar Park, TX. See attached proposal letter No. 01-3094 dated September 11, 2001.

- I. SERVICES: ENGINEER 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. 01-3094 dated September 11, 2001.
 - B. ADDITIONAL SERVICES: All work performed by ENGINEER which is either described in this paragraph or not included in the Basic Services defined above, shall constitute Additional Services. These shall include:
 1. Travel and subsistence to points other than ENGINEER'S or CLIENT'S offices and project site.
 2. Copies of final reports, studies, drawings and other data in excess of one (1) set or that specified.
 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 engineering practice.
- II. COMPENSATION: CLIENT agrees to pay ENGINEER for above described services in accordance with the following descriptions, definitions, terms and conditions.
 - A. BASIC SERVICES: Compensation will be on a lump-sum basis for Item B., C., D., E., H. and I plus reimbursables and on an hourly for Item A. and F., plus Item G. Reimbursable expenses. Total estimated fee--\$102,625.
 - B. ADDITIONAL SERVICES: ENGINEER'S compensation will be on an hourly-charge basis for personnel services 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.
 2. REIMBURSABLE EXPENSES: Expenses in connection with Additional Services shall include transportation and subsistence, cost of ENGINEER'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
 - a. Transportation by ENGINEER'S vehicles: at ENGINEER'S standard rates if destination exceeds a 50-mile radius of ENGINEER'S office.
 - b. Reproduction performed in ENGINEER'S office: at prevailing commercial rates.
 - c. All others: actual cost to ENGINEER plus 10% service charge.
- III. PAYMENTS: ENGINEER will invoice CLIENT semi-monthly in amounts based on ENGINEER'S estimate of the portion of the Basic Services completed, plus charges for Special Services performed. CLIENT agrees to promptly pay ENGINEER at his office in Williamson 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, ENGINEER 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 ENGINEER; 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. OPINION OF PROBABLE CONSTRUCTION COST: Opinion of probable construction cost prepared by the ENGINEER represents his reasonable skill as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.
- VI. INSURANCE: ENGINEER agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER also agrees to maintain public liability insurance covering claims against ENGINEER for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement.
- VII. LIABILITY LIMITATION: ENGINEER 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 ENGINEER'S liability exceed amount of the total compensation received by ENGINEER under this Agreement, limited to a maximum of \$50,000.
- VIII. 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 ENGINEER 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 ENGINEER 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.
- IX. TERMINATION:
 - A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S services either by CLIENT or by ENGINEER, 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 ENGINEER, CLIENT shall pay ENGINEER with respect to Basic Engineering 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).
- X. SUCCESSORS AND ASSIGNS: CLIENT and ENGINEER 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 ENGINEER 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 ENGINEER.
- XI. SPECIAL PROVISION: This instrument contains the entire Agreement between CLIENT and ENGINEER, except as additionally stated below: Attached letter proposal No. 01-3094 dated September 11, 2001 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.
- XII. INVALIDATION: If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless ENGINEER extends the time in writing.
- XIII. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of ENGINEER other than one of its Officers, and then only in writing signed by him.

By: Williamson County
John C. Doerflinger
 Printed Name: John C. Doerflinger
 Date: 9-18-01

BAKER-AICKLEN & ASSOCIATES, INC.
 By: [Signature]
 Printed Name: Joe M. Baker, P. E. - President
 Date: 09/11/01

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 Com-
Survey Stakes, Lathes, Iron Rods	mercial Rates Or
and other Direct Expense	Cost, Plus 10%

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 under the Professional Services Agreement to a maximum of \$50,000.



**BAKER-AICKLEN
& ASSOCIATES, INC.**
ENGINEERS/SURVEYORS