

AGENDA ITEM 40

Discuss and take any appropriate action on jail/courthouse annex expansion.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve proposal from Baker-Aicklen & Associates for additional professional services related to final plat preparation and plat processing for the jail and courthouse expansion project.

Vote: 5 - 0

< Attachment >



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

October 10, 2001

Proposal #01-7174asa

Fax: (512) 260-4284

Mr. Greg Boatright
Williamson County
350 Discovery Blvd.
Suite 201
Cedar Park, TX 78613

**RE: Proposal for Additional Professional Surveying Services
Williamson County, Texas
Preparation of Final Plat for Jail and Courthouse Expansion**

Dear Mr. Boatright:

Thank you for the opportunity to provide this proposal for surveying services at the above referenced project. Basically Baker-Aicklen & Assoc., Inc. proposes to prepare a final plat for the above referenced project. Below is a specific list of our proposed Scope of Services and Basis of Compensation.

SCOPE OF SERVICES

Final Plat Preparation:

1. Perform boundary verification survey.
2. Locate property corners across right-of-ways.
2. Perform office computations and analyze findings to establish proper position of property lines and corners in area.
3. Prepare plat document.
4. Verify location and nature of easements per Client supplied title commitment.
5. Respond to review comments (one-time only).
6. Survey lot corners (stake and flag) on a one-time basis.

Plat Processing:

1. Meet with Client and the City to discuss objectives, special criteria, requirements, particular concerns and schedule prior to beginning work on the project.
2. Coordinate with local officials during review process.
3. Coordinate submissions of tax certificates, letters of credit and Client supplied fees, as appropriate.
4. Coordinate with local officials to secure approval.

CLARIFICATIONS

1. Client is to provide title run or owner's title commitment.
2. Client is to provide road vacation documents.
3. The Scope of Services assumes short form plat processing. No preliminary or conceptual plan is anticipated for this scope.
4. Boundary survey included in the Scope of Services does not constitute a Land Title Survey.
5. Recording and processing fees to be paid by Client.

BASIS OF COMPENSATION

We propose to provide the above-described Scope of Services on a lump sum basis and reimbursable expenses as listed below:

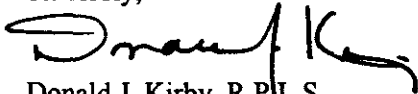
Final Plat Preparation	\$6,000.00
Plat Processing	<u>\$1,000.00</u>
	\$7,000.00

The fee amount proposed above is 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 redone will be considered reasonable cause for us to seek additional compensation for services not included in these amount. 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 included in the above fees is sales tax, which is mandated by State law on certain types of surveys. The firm's professional liability is limited to a total compensation under this agreement to a maximum of \$50,000.

If this proposal is acceptable, please endorse the enclosed agreement and return a copy to our office. The estimated completion date is two weeks from receipt of the executed agreement.

Thank for the opportunity to submit this proposal. We appreciate your consideration of our firm in this regard and look forward to being of service to you.

Sincerely,



Donald J. Kirby, R.P.L.S.
Survey Manager

DJK:nsd

Williamson County as CLIENT, engages Baker-Aicklen & Associates, Inc. as SURVEYOR to perform professional services for the assignment described as follows: **Prepare Final Plat for Jail and Courthouse Expansion** proposal letter No. 01-7174asa dated October 10, 2001.

- I. **SERVICES:** SURVEYOR 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. 01-7174asa dated October 10, 2001.
- B. **ADDITIONAL SERVICES:** All work performed by SURVEYOR 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 SURVEYOR'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 SURVEYOR 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 plus reimbursables: **\$7,000.00.**
- B. **ADDITIONAL SERVICES:** SURVEYOR'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 SURVEYOR'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
 - a. Transportation by SURVEYOR'S vehicles: at SURVEYOR'S standard rates if destination exceeds a 50-mile radius of SURVEYOR'S office.
 - b. Reproduction performed in SURVEYOR'S office: at prevailing commercial rates.
 - c. All others: actual cost to SURVEYOR plus 10% service charge.
- III. **PAYMENTS:** SURVEYOR will invoice CLIENT semi-monthly in amounts based on SURVEYOR'S estimate of the portion of the Basic Services completed, plus charges for Special Services performed. CLIENT agrees to promptly pay SURVEYOR 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, SURVEYOR 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 SURVEYOR; 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 SURVEYOR represents his reasonable skill as a design professional familiar with the construction industry. It is recognized, however, that the SURVEYOR 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 SURVEYOR cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.
- VI. **INSURANCE:** SURVEYOR agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. SURVEYOR also agrees to maintain public liability insurance covering claims against SURVEYOR 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:** 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 amount of the total compensation received by SURVEYOR 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 SURVEYOR 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 SURVEYOR 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 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 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 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.
- XI. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below:
Attached letter proposal No. 01-7174asa dated October 10, 2001 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 SURVEYOR 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 SURVEYOR other than one of its Officers, and then only in writing signed by him. **BAKER-AICKLEN & ASSOCIATES, INC.**

By: _____

Printed Name: _____

Date: _____

By: _____

Printed Name: A. William Waeltz, P.E., Branch Manager

Date: _____

AGENDA ITEM 41

Consider declaring an emergency and approving a budget amendment from cash ending balance for radio system:

0100-0409-005000 Non Departmental-Capital Outlay \$1,000,000.00

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To declare an emergency and approving a budget amendment from cash ending balance for radio system:

0100-0409-005000 Non Departmental-Capital Outlay \$1,000,000.00

Vote: **5 - 0**

< Attachment >