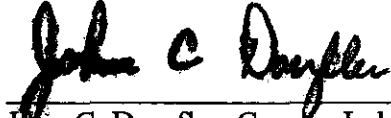


**AGENDA ITEM 42****Comments from commissioners.**

There were no comments from the Commissioners.

**COMMISSIONERS' COURT ADJOURNED AT 11:10 A.M. ON TUESDAY, JULY 16, 2002.**

THE FOREGOING MINUTES recorded on Minutes Pages 1 through 136, inclusive had at a Regular Session of Commissioners' Court of Williamson County, Texas, having been read are hereby approved this 23rd day of July, 2002.



John C. Doerfler, County Judge

ATTEST: Nancy E. Rister, Clerk County Court & Ex-officio Clerk,  
Commissioners' Court, Williamson County, Texas

By: Marilyn Cavender Deputy Clerk



Approved  
4-3  
\$24 7/15/02

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

Office Phone 931-3100 Fax: 930-5391

PROPOSAL NO. WCRB-2002-2REV

July 1, 2002

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 have completed all items contained within the previously approved Professional Services Agreements for this project. This includes the preparation and delivery of a total of one hundred thirty-five (135) separate metes and bounds descriptions as specified in the Agreements. As of this date Diamond Surveying has completed and delivered one hundred thirty-six (136) metes and bounds descriptions related to this project.

In addition to the work already completed, the following additional services have been requested:

Scope of Services

1. Perform field and office work necessary to revise eighteen (18) previously completed and delivered metes & bounds descriptions due to engineering design changes to the final right-of-way alignment and drainage facilities. This will include removing survey monumentation previously set and placing new monumentation at the appropriate location.  
Estimated Fee: \$11,350.00
2. Perform field and office work necessary to set stakes along the Proposed right-of way of Parcel No. 135 (Phillip Joseph Tract) every eighteen (18) feet along the curve for fence alignment. This item was requested by the landowner and approved by Sheets and Crossfield as part of the closing negotiations. This task will require cutting survey lines through heavy brush areas.  
Estimated Fee: \$2,015.00
3. Perform field and office work necessary to stake the location of approximately sixty-eight (68) bore holes to be drilled by Fugro South, Inc. After holes have been drilled, perform field and office work necessary to provide "Actual Location Report" to Client.  
Estimated Fee: \$6,500.00
4. Prepare Sketch and Metes & Bounds description for approximately twenty-eight (28) new right-of-way parcels, approximately ten (10) new drainage easement parcels and approximately fourteen (14) new slope easement parcels and set appropriate survey monumentation. These Parcels are located along C.R. 268 from approximately 1000 feet north of F.M. 2243 to S.H. 29. This estimated number of Parcels is based a two hundred (200) foot wide right-of-way using the centerline information received June 3, 2002 from

TC&B. The actual number of Parcels may vary subject to receipt of final right-of-way configuration by Engineer. The cost per parcel is estimated at \$1,000.00 per parcel.  
Estimated Fee: \$52,000.00

5. Prepare strip map showing environmentally sensitive areas, proposed right-of-way and ownership information along C.R. 268 from approximately 1000 feet north of F.M. 2243 to S.H. 29.  
Estimated Fee: \$1,560.00
6. Prepare right-of-way strip map showing final alignment and individual parcels acquired for right-of-way and easements for entire project from F.M. 1431 to S.H. 29. This strip map has been requested previously for various projects for the use of Williamson County Engineer's Office.  
Estimated Fee: \$3,920.00
7. Perform field and office work necessary to provide topographic, boundary and utility location information along FM 2243 for 1500' east and 1500' west of CR 268. The width of the corridor along this route shall be 50' right and 50' left of the centerline of FM 2243. This information is needed for Engineer's design at this intersection in conjunction with TXDOT.  
Estimated Fee: \$9,040.00
8. Obtain additional topographic data in those areas outside of the previously surveyed corridor due to the final shift in the proposed alignment. This additional information is needed by the Engineer in order to accurately calculate earthwork quantities and to determine whether slope easements are needed in these areas. These areas are shown on the attached map titled "AREAS OF ADDITIONAL TOPO NEEDED".  
Estimated Fee: \$18,230.00

#### 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.

Total services listed by this proposal are estimated not to exceed a total of \$104,615.00.

This total hourly amount is based upon personnel and equipment time required to perform the described Scope of Services. 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. Work on additional services shall commence upon receipt of written authorization from appropriate authority.

If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files. We will begin work upon receipt of signed Professional Services Agreement. 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. WCRB-2002-2REV dated July 1, 2002.** 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. WCRB-2002-2REV dated July 1, 2002.**
- 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: \$104,615.00**

- 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. WCRB-2002-2REV dated July 1, 2002, 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. Conflin  
Date: 7-19-02

By: Sharon Shaffer  
Date: 7/1/02

OK  
my 7-10-02

# ◁◇◇▷ *Diamond Surveying, Inc.*

**SHANE SHAFER, R.P.L.S., PRESIDENT**

**1915 S. AUSTIN AVE., SUITE 111 GEORGETOWN, TX 78626**

**OFFICE: (512) 931-3100 FAX: (512) 930-5391**

## 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**

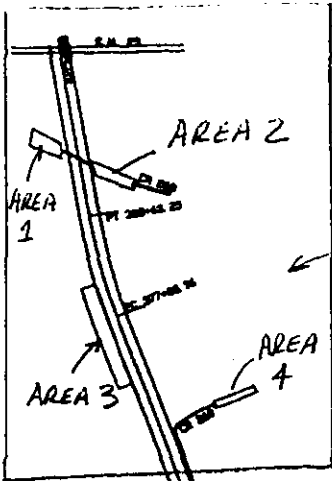
<u>Classification</u>	<u>Rates</u>
2-Man Field Party.....	\$95.00 per hour
3-Man Field Party.....	\$115.00 per hour
4-Man Field Party.....	\$135.00 per hour
GPS Field Unit with Operator .....	\$100.00 per hour
GPS Field Unit without Operator .....	\$50.00 per hour

### 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.

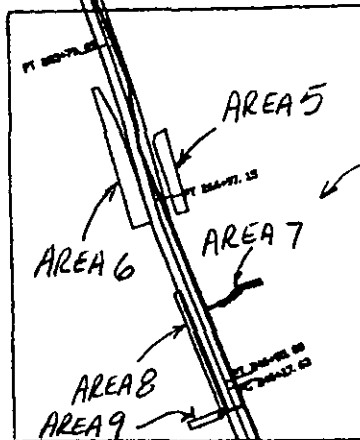


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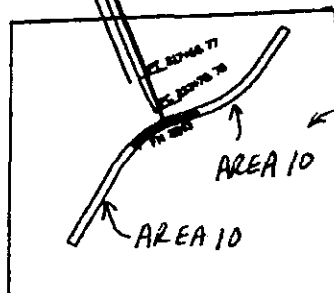
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CR268  
PAGE 1

"ADDITIONAL TOPO NEEDED"  
PAGE 1 OF 4  
"OVERVIEW"

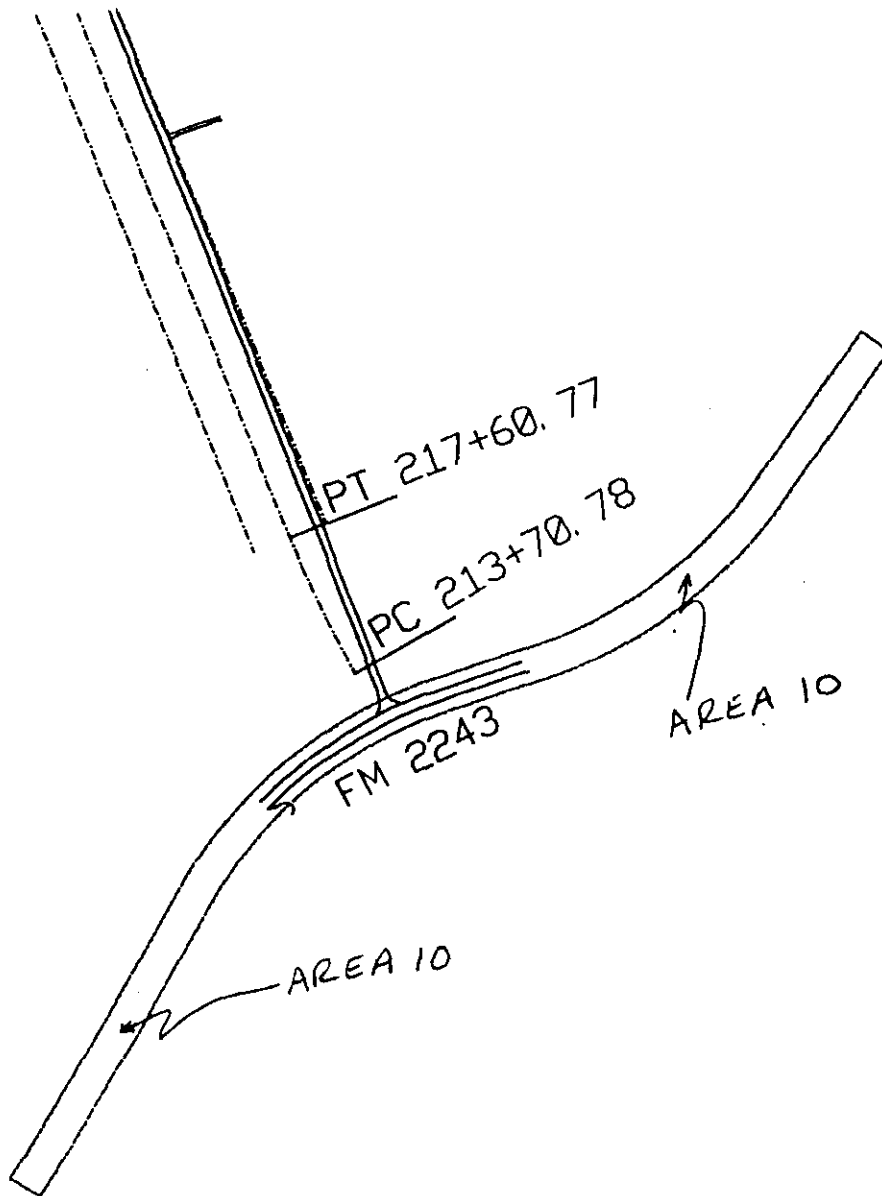


SEE PAGE 3 OF 4

**RECORDERS MEMORANDUM**  
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clearly legible for satisfactory recordation.



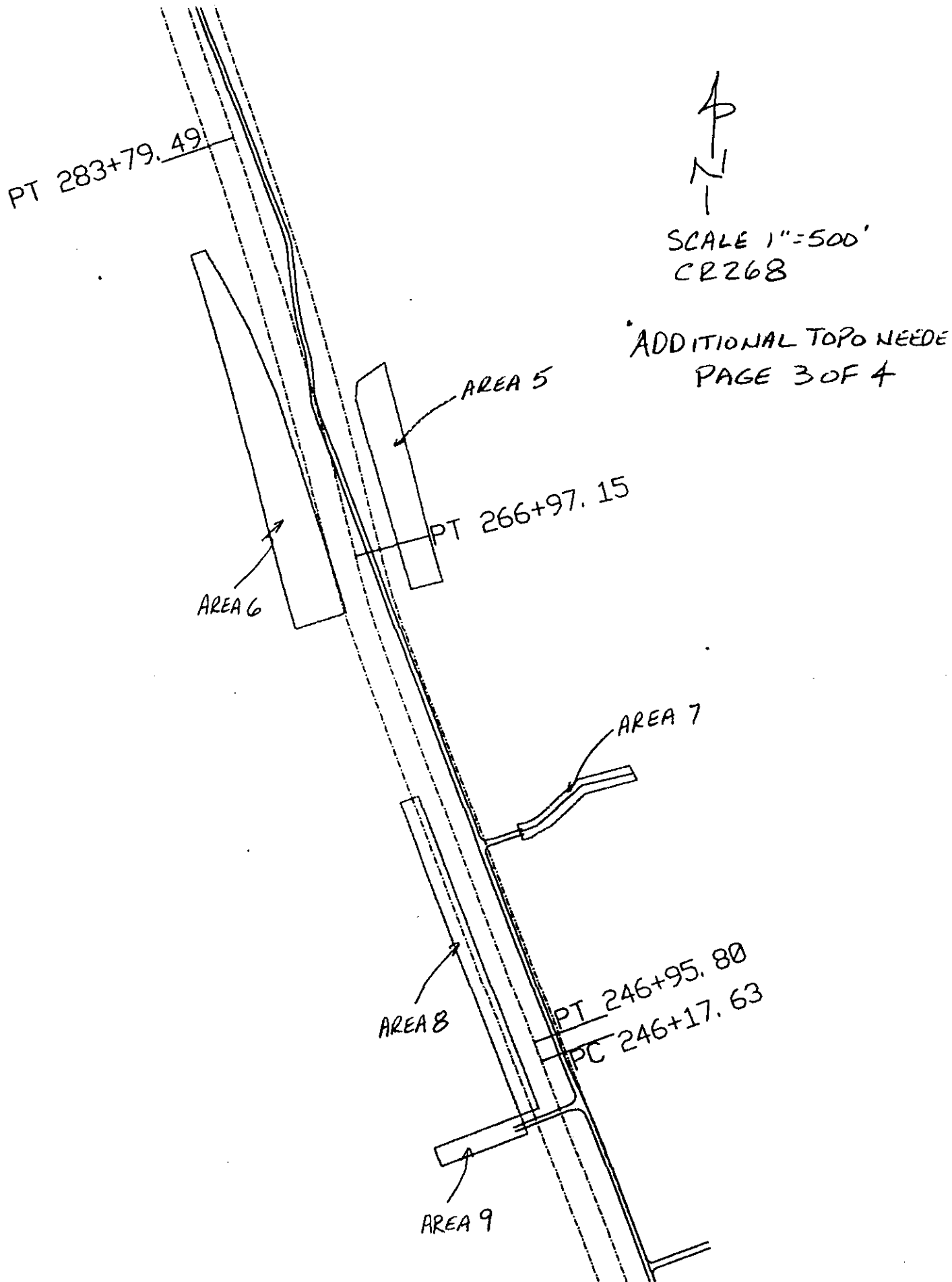
SEE PAGE 2 OF 4

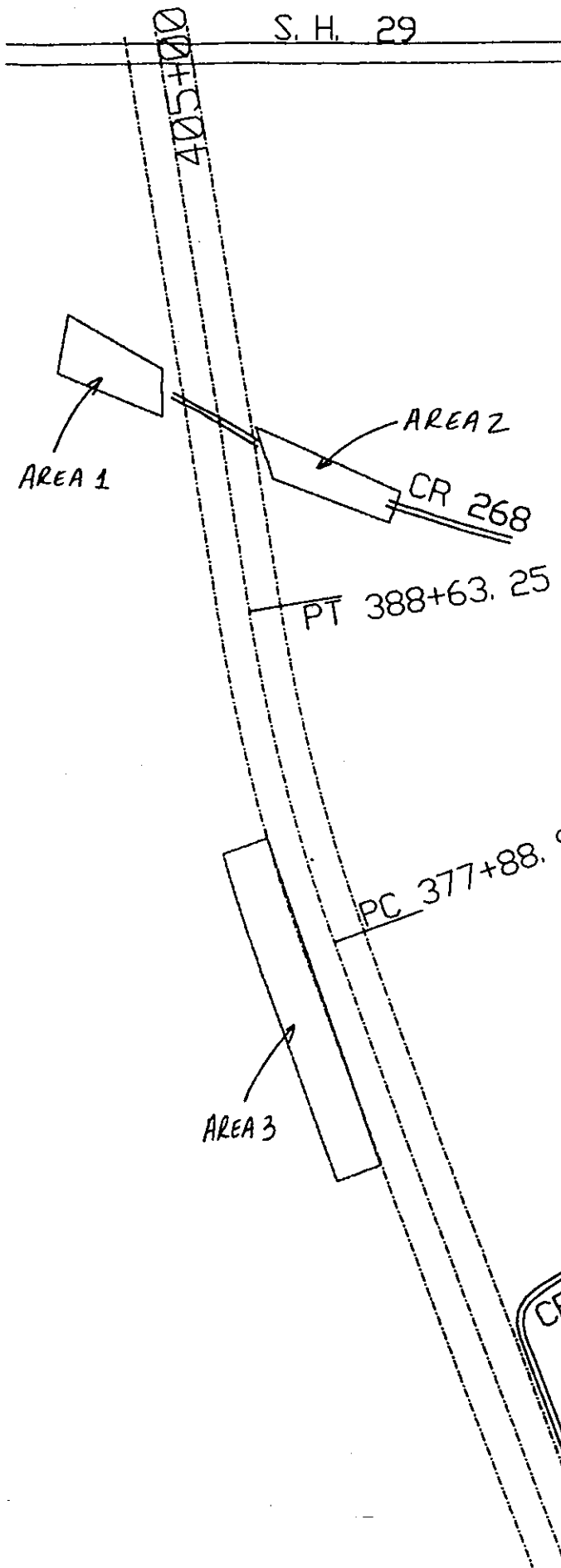


SCALE 1"=500'  
CR 268 @ FM 2243

'ADDITIONAL TOPO NEEDED'  
PAGE 2 OF 4







SCALE 1"=500'  
CR 268

"ADDITIONAL TOPO NEEDED"  
PAGE 4 OF 4