

AGENDA ITEM 35

Consider approving professional services for soil investigation on J.P. #4 lots in Taylor.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To approve a professional services agreement with MLA Labs in the amount of \$1650 for soil investigation on JP #4 lots in Taylor.

Vote: 5 - 0

< Attachment >

08/26/02 09:14 512 255 5445

RAY GILL

001

MLA approved by courts
8/27/02 Jf

R. GILL
 P.O. Box 217 Round Rock, Texas 78680-0217 • rayg@roundrock.com • PH 512-255-7852 Fax 512 255 5445

approved 8-27-02
John C. Doerfler

FACSIMILE TRANSMITTAL

Date: 8/26/02

From: Ray Gill

Name

Company

Fax No.

(*) Frankie

512-352-1536

(*) *Indicates parties receiving this facsimile*

Pages including this cover page: 5

Comments: THESE ARE THE ONLY 2 PROPOSALS WE HAVE RECEIVED

MLA LABS

1650.00

Kottarak

1650.00

I Recommend

MLA LABS

passed by courts
8/27/02
Jf

08/26/02 09:15 512 255 5445

RAY GILL

4002

To: Page 4 of 5

2002-08-22 03:27:15 (GMT)

151285710280 From: Brad Thigpen

AUG 21 2002 5:51PM MIA LABS

(512) 835-5114

p.3

Proposed Job No.: 202320.401 - JP Court Building - Taylor - Proposal
August 21, 2002

AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made as of August 21, 2002, between Client: Brad Thigpen Architecture
and Engineer: MLA LABS, INC. for the following Project:

Geotechnical Engineering Services Proposal - Foundation Recommendations
Proposed JP Court Building
West 6th Street & Vance Street, Taylor, Texas
Proposed Job No.: 202320.401

Client and Engineer agree as follows:

BASIC SERVICES of ENGINEER. Engineer agrees to provide professional engineering services for the Project as follows: As referenced above in proposal letter #: 202320.401 on August 21, 2002

ADDITIONAL SERVICES. Engineer will provide additional services to Client as follows: As requested by Client

CLIENT'S RESPONSIBILITIES. Client agrees to provide Engineer with full information about the Project including Client's objectives, specifications, constraints, the legal boundaries of the Project site, the location of any underground utilities or easements and any other existing information applicable to the Project. Engineer shall be entitled to rely on the accuracy and completeness of this information. Client shall arrange for Engineer's access to the Project site as required to perform its services under the Agreement.

PAYMENTS to ENGINEER. Engineer shall invoice Client monthly for services rendered and for reimbursable expenses incurred. Invoices are due and payable upon receipt by Client. Amounts unpaid thirty days after the date of Engineer's invoice shall bear interest thereafter at the rate of 1.5% per month. If Client's account becomes more than forty-five days past due, Engineer may suspend all services under this Agreement until Engineer has been paid in full all amounts due for services, expenses and other charges.

FOR BASIC SERVICES, Client agrees to pay Engineer a fixed fee of \$1650.00 or, if no fixed fee is stated, a fee based on the hourly billing rates of Engineer's personnel assigned to the Project. Additional fees may be charged only after prior consultation with Client. The applicable billable rates for each person assigned to the Project are as follows:

Principal Engineer / Consultant	\$100 - \$175/hr
Senior Engineer	\$70 - \$100/hr
Engineer	\$30 - \$70/hr
Technical Assistant / Engineering Technician	\$30 - \$40/hr
Administrative / Non-technical Assistant	\$25 - \$35/hr
Additional Rig Mobilization w/2 Men Crew	\$500.00/each

A rate is established for each employee within his/her functional classification, based on a person's individual qualifications and experience. These rates may be modified periodically at the discretion of Engineer. Engineer's travel time will be billed at the hourly rates, up to a maximum of 8 hours per day per person.

FOR ADDITIONAL SERVICES, Client shall pay Engineer on an hourly basis as described above.

FOR REIMBURSABLE EXPENSES, Client agrees to pay the Engineer's reasonable Project expenses at cost plus a 15% administrative charge. These expenses include: transportation and living expenses for out of town travel; long distance charges; materials; equipment; outside laboratory tests; outside consultants; computer charges, printing and reproduction; photographs; videotape, shipping charges; special fees; extra insurance; standby charges and any other expense reasonably related to providing services for the Project. Automotive travel will be billed at \$0.35 per mile, without markup.

OWNERSHIP of DOCUMENTS. Client agrees that all documents prepared by Engineer for the Project are instruments of Engineer's service and shall remain the property of Engineer. Client may use the documents in connection with this Project only. The documents are not intended for use by any third party other than required governmental permits processing, Client's contractor or other consultants on this Project.

COMPLETION TIME. Project completion dates are estimations and Engineer makes no guarantee or warranty as to completion date. Such dates may be subject to extensions due to weather, acts of God, site inaccessibility or other causes.

ESTIMATES OF PROBABLE CONSTRUCTION COST. Any estimates or statements concerning construction costs or expected bids, for the Project are the Engineer's best professional opinion and actual costs may vary due to bid climate, site variables, or other factors. Engineer makes no guarantee or warranty as to actual Project costs.

RECORDERS MEMORANDUM

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08/27/2002

Page 166

08/26/02 08:16
To: Page 5 of 5

512 255 5443

RAY GILL
2002-08-22 03:27:15 (GMT)

16126671026 From: Brad Thigpen 003

AUG 21 2002 5:51PM MLA LABS

(512) 835-5114

p. 4

Proposed Job No.: 202320.401 - JP Court Building - Taylor - Proposal
August 21, 2002

CONSTRUCTION PHASE SERVICES. Inspection and testing, if part of this contract, will conform to job specifications as applicable, or to industry standards if specifications are not available. Engineer's personnel and job representatives are not to function in a supervisory capacity with regard to contractor's work, but are only to observe, sample and test to ascertain specifications compliance.

CHOICE of LAW and VENUE. This Agreement will be construed under Texas law and is performable in Travis County, Texas. Venue for any dispute arising hereunder shall lie exclusively in Travis County, Texas.

PROHIBITION of ASSIGNMENT. Neither Client nor Engineer shall assign or transfer any rights, obligations or interests involving this Agreement without the written consent of the other party. Nothing in this paragraph shall prohibit Engineer from employing independent professional associates or consultants that Engineer deems appropriate to assist in the performance of Engineer's services under this Agreement.

MERGER CLAUSE. This Agreement represents the entire and integrated agreement between Client and Engineer and supersedes all prior negotiations, representation or agreements, written or oral.

NO THIRD-PARTY BENEFICIARIES. This Agreement between Client and Engineer confers no rights or benefits on anyone other than Client and Engineer and has no third-party beneficiaries.

ARBITRATION CLAUSE. All claims or disputes between Client and Engineer arising out of this Agreement will be, at Engineer's option, decided by binding arbitration in accordance with the Construction Industry Rules of the American Arbitration Association or other applicable rules then in effect. Engineer's institution of litigation will not constitute a waiver of Engineer's arbitration option, provided that such option is exercised within eight (8) months after institution of litigation.

NO REPRESENTATIONS or WARRANTIES. The parties recognize that the services provided by the Engineer under this Agreement involve the exercise of professional judgment and the rendering of professional opinions, about which reasonable engineers may differ. Consequently, and notwithstanding any other provision in this Agreement, nothing contained herein shall be construed: 1) to constitute a guarantee, warranty or assurance, either express or implied, that Engineer's services will yield or accomplish a specific result; 2) to obligate the Engineer to exercise professional skill or judgment greater than that which can reasonably be expected from other Engineers under like circumstances, or 3) as an assumption by the Engineer of the liability of any other person.

LIMITATION of LIABILITY. CLIENT HEREBY EXPRESSLY AGREES THAT ENGINEER'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THE PROJECT OR THIS AGREEMENT FROM ANY CAUSE, INCLUDING ENGINEER'S NEGLIGENCE, ERRORS, OMISSIONS, BREACH OF CONTRACT OR BREACH OF WARRANTY SHALL BE LIMITED TO THE TOTAL COMPENSATION RECEIVED BY THE ENGINEER UNDER THIS AGREEMENT, OR THE AMOUNT OF FIVE THOUSAND DOLLARS (\$5,000.00), WHICHEVER IS LESSER.

CLIENT(s)
BRAD THIGPEN ARCHITECTURE

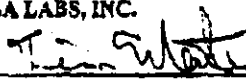
X
by Mr. Brad Thigpen

Date X

Address for Giving Notices & Correspondence:

PO Box 2386
Wimberley, Texas 78676
Contact Person: Mr. Brad Thigpen
Telephone: 842-1103
Fax: 857-1026

ENGINEER
MLA LABS, INC.

by 
Timothy R. Weston, P. E., Vice President

by 
Jay Connor, President & Chief Executive Officer

Address for Giving Notices & Correspondence:

2804 Longhorn Boulevard
Austin, Texas 78758
Contact Person: John Banaski
Telephone: (512) 873-8899
Fax: (512) 835-5114

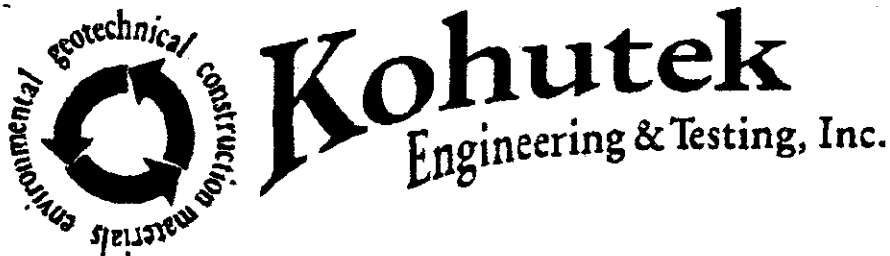
This proposal was prepared by John Banaski. Please forward all information and documentation related to this project to Mr. Banaski at e-mail address: jebanaski@mlalabs.com or via fax at the number above.

Approved 8-27-02
John C. Dwyer

RECORDERS MEMORANDUM
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clearly legible for satisfactory recordation.

FROM : KOHUTEK ENGINEERING & TESTING PHONE NO. : 5129305852

Jun. 18 2002 06:01AM P2



CONSULTING ENGINEERS

June 11, 2002

R. Gill & Associates
Attn: Mr. Ray Gill
P.O. Box 217
Round Rock, Texas 78680-0217

Re: Engineering Services
Justice of the Peace Court Building
Taylor, Texas
Proposal No.: 22P032

Dear Ray:

Kohutek Engineering & Testing, Inc. is pleased to submit this proposal for engineering services in regards to the above referenced project. For development of this proposal, it is assumed that the proposed structure is to consist of a single story, wood framed, masonry veneer structure, having an approximate foundation area of 4,000 sf. The proposed scope of services is as follows:

A. Geotechnical Investigation.

1. In accordance with your RFP, we propose to complete 2 exploratory borings, within the foundation footprint of the proposed structure. It is proposed that these borings be drilled to a depth of 20 feet below the existing ground surface. Sampling will be by auger, split spoon sampling or Shelby tubes whichever is applicable for the subsurface conditions actually encountered.
2. Based upon the soils sampled from these borings, geotechnical parameters will be developed through laboratory analysis for use in the formulation of recommendations for the design of the foundation system for the proposed addition. These recommendations will be presented in an engineering report.
3. The above geotechnical investigation can be commenced within two to four working days of receipt of written notice to proceed, the exact commencement date will be dependent upon favorable weather conditions. In order to expedite the design, verbal recommendations can be discussed with you within two to three working days following completion of the field investigation phase. The final report can be delivered within approximately ten to fourteen working days of completion of the field investigation. This Geotechnical Investigation can be completed for a lump sum fee of \$ 1,850.00.

08/27/2002

Page 168

08/28/02 08:10

512 255 5445

RAY GILL

005

FROM : KOHUTEK ENGINEERING & TESTING] PHONE NO. : 5129305352

Jun. 10 2002 06:01AM P3

Proposal No. 22P032

June 11, 2002

Page 2

B. Foundation Design.

For the approximately 4,000 sf foundation area, the foundation design will be based upon an approved set of drawings to be furnished by you. We would greatly appreciate it if the drawings were in AutoCad format. No other special structural conditions or loads are known at this time.

Based upon the above described information and assumptions for this project, the approximate fee for completing the foundation design is \$1,000.00. However, the actual fee will be based upon the actual foundation area shown on our completed plans and will be invoiced at \$0.25 per sf.

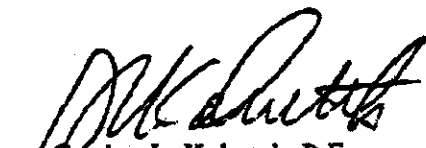
This proposal is based upon the assumptions that no extraordinary measures will be required due to unusual sub-surface conditions, site access with truck-mounted drilling equipment and legal access is available to all locations at the time that drilling is scheduled. In the event that fill is encountered at the boring location, an additional drilling charge of \$6.00 per foot of fill will be in addition to the lump sum stated above. Additional trips to site due to inaccessibility will be considered additional mobilization and will be invoiced at \$125 per hour in addition to the basic fee stated above. If the Client desires surveyed locations of the borings, then these services are to be provided by others or billed at cost plus 15 percent. The above quoted fee will not be exceeded unless unusual conditions are encountered and then only after prior consultation with you.

Ray, we use AutoCad to complete our Plan of Borings for the report. If you have the site plan or a survey on AutoCad, please e-mail for our use....gkohutek@aol.com or please mail a disk with files in a DWG format (AutoCad LT/Windows). Additionally, we will need a site location map for the subject site.

We appreciate the opportunity to be of service to you and we look forward to proceeding as soon as authorized. If this proposal meets your approval, please have the appropriate party sign the enclosed Services Agreement and return an original signature copy to our offices. Thank you.

Sincerely,

Kohutek Engineering & Testing, Inc.
Geotechnical, Construction Materials
and Environmental



Gordon L. Kohutek, P.E.
President

Encl. Services Agreement

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AGENDA ITEM 36

Discuss and take appropriate action on Pole Contract Agreement with the City of Georgetown.

ITS Director Jay Schade stated that the agreement allowed the County to hang the fiber optic cables on the City of Georgetown's existing poles at the rate of \$7.50 per pole per year, which amounts to approximately \$750 per year.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve a Pole Contract Agreement with the City of Georgetown to use the City's poles for fiber optic lines.

Vote: **5 - 0**

< Attachment >