AGENDA ITEM 28

Consider approval of additional surveying services for Parmer Lane Extension.

Moved: **Judge Doerfler**
Seconded: **Commissioner Limmer**
Motion: To approve additional surveying services agreement with Diamond Surveying for the Parmer Lane Extension, not to exceed $13,682.50.
Vote: **2 – 1 - 1. Commissioner Boatright voted against the motion. Commissioner Hays was absent from the dais.**

< Attachment >

Diamond Surveying, Inc.

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-2002-3
September 3, 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:

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 provide topographic and utility location information along the south side of S.H. 29 in area specified by TC & B for drainage study (see attached map).
   Estimated Fee: $1,860.00

2. Perform field and office work necessary to set stakes along the Proposed right-of way of Parcel No. 16 (Geneva Keith Tract) every twenty (20) 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.
   Estimated Fee: $747.50

3. Perform field and office work necessary to revise Metes & Bounds description and Sketch for Parcel No. 133 (Burleson Tract), remove and reset appropriate survey monumentation defining the proposed right-of-way of Parmer Lane Extension. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
   Estimated Fee: $675.00

4. Prepare Metes & Bounds description and Sketch for Parcel No. 53 (Tesch Tract) along C.R. 268. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
   Estimated Fee: $225.00

5. Perform office and field work necessary to set stakes along proposed right-of-way of Parcel No. 103 (Sasser Tract) approximately every two-hundred (200) feet for fence alignment. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
   Estimated Fee: $1,605.00

6. Perform office work necessary to revise Metes & Bounds description and Sketch for Parcel No. 142 (Phillip Joseph Tract), revised due to the elimination of drainage easement

previously shown on sketch. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
Estimated Fee: $120.00

7. Perform field and office work necessary to set stakes along the Proposed right-of-way for Parcel No. 1 (Behrens Tract) for fence alignment. This item was requested by landowner and approved by Sheets and Crossfield as part of the closing negotiations.
Estimated Fee: $120.00

8. Perform field and office work necessary to prepare Metes & Bounds description and Sketch for a Temporary Construction Easement for Parcel No. 101 (Tetco Tract). Field verify any improvements within the limits of easement. This item was requested and approved by Paul Petrich of HNTB.
Estimated Fee: $777.50

9. Perform office work necessary to prepare exhibit for Parcel No. 104rev (Krienke Tract) defining the area of right-of-way within the 3.716 acre Krienke Tract. This item was requested by Joe England as part of the closing negotiations.
Estimated Fee: $127.50

10. "Parmer Lane, F.M. 2243 to S.H. 29 Cave Site Contour Map", as requested by Athabasca Consulting, Inc. (ACI) and Woodruff Geologic, Inc. (GCI).

    A) Perform office and field work necessary to set two (2) control points approximately two-hundred (200) feet apart along road at cave site and set one (1) point at the bottom of cave entrance shaft (cave shaft is approximately twenty (20) feet deep). Provide data sheet with North, East, and Elevation for these points to ACI and GCI.

    B) Perform fieldwork necessary to set nails with point number at random locations in working area and on limits of working area for use by Geologist. Working area is defined as being a three hundred (300) foot radius centered on cave entrance.

    C) Perform office and field work necessary for a detailed topographic survey within working area. Take sufficient shots to produce one (1) foot contours. Take sufficient shots in area of ten (10) foot radius around cave entrance to produce contours at two-tenths (0.2) foot intervals.

    D) Perform fieldwork necessary to tie, identify and tag all trees eight (8) inches in diameter or larger within the working area.

    E) Meet in field with ACI or GCI as requested for coordinating events requiring survey field crew participation.

    F) Produce ACAD drawing and plotted drawing on 24" x 36" Mylar sheet showing all aforementioned field data. Provide signature blocks and certificate statements for Surveyor, ACI and GCI.
    Estimated Fee: $5,580.00

11. Perform office and field work necessary to revise the Metes & Bounds description and Sketch for Parcel No. 130 (Bonnet Tract). Prepare additional Metes & Bounds description and Sketch for the Tract of land partitioned off and sold by Mr. Bonnet and set survey

monumentation defining new right-of-way. This item was requested by Sheets and Crossfield as part of the closing negotiations.
Estimated Fee: 1,845.00

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 $13,682.50.

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-2002-3 dated September 3, 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-2002-3 dated September 3, 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 shall not exceed: $13,682.50

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 bi-weekly basis, for work that has been completed. 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-2002-3 dated September 3, 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. Doughty	By: Sha Shf
Date: 9-17-02	Date: 9/9/02

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

Classification	Rates
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

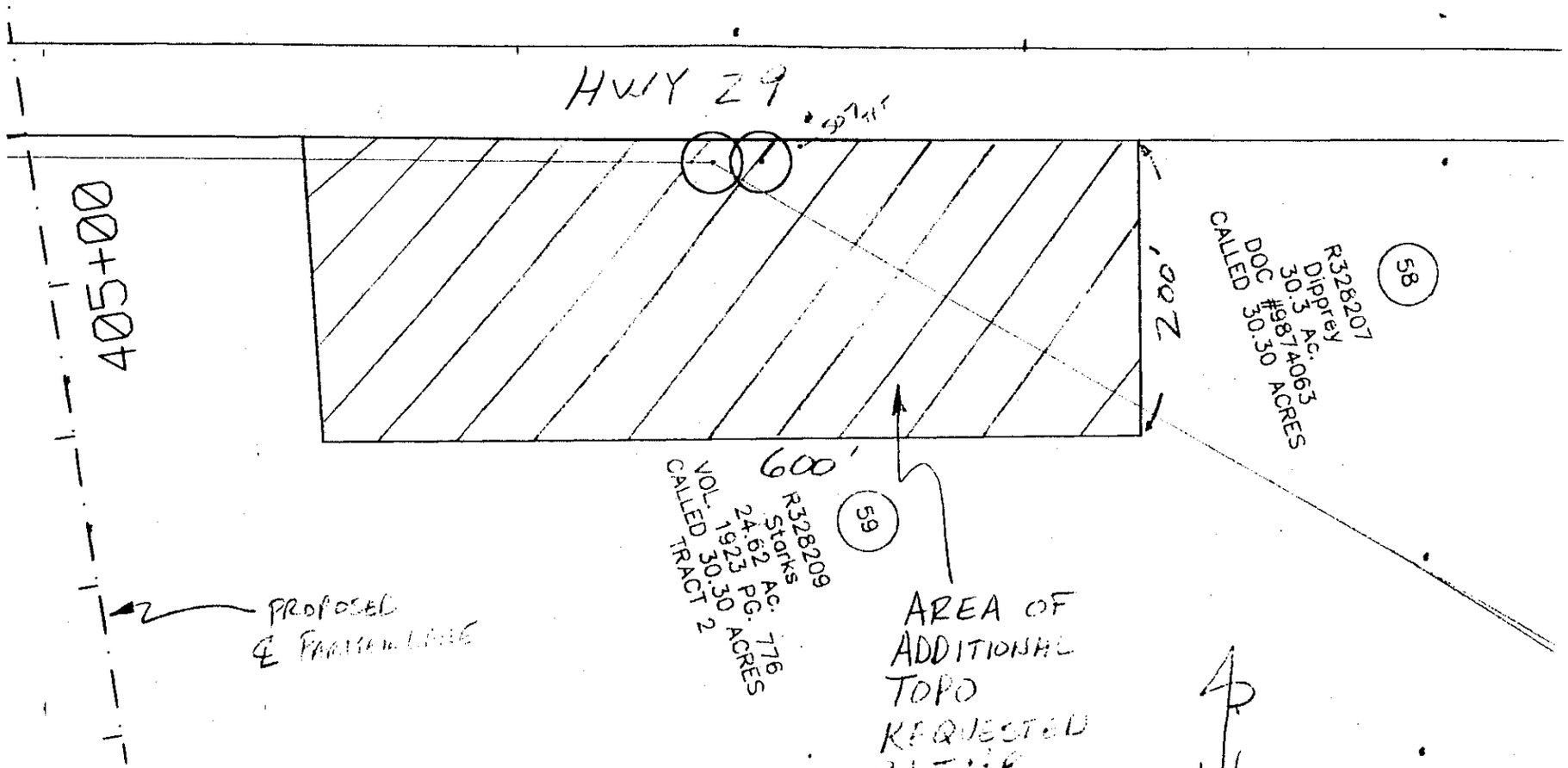
Classification	Rates
2-Man Field Party	$95.00 per hour
3-Man Field Party	$115.00 per hour
4-Man Field Party	$135.00 per hour
GPS Field Unit with Operator	$100.00 per hour
GPS Field Unit without Operator	$50.00 per hour

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.



N

SCALE: 1"=100'

FARMER LANE EXT.

ITEM #1 (PROPOSAL NO. WCRB-2002-3, DATED SEPTEMBER 3, 2002)

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

AGENDA ITEM 29

Discuss and consider hiring Prime Strategies, Inc. to assist Williamson County and Travis County in creating the Central Texas Regional Mobility Authority.

Moved: **Commissioner Boatright**
Seconded: **Commissioner Limmer**
Motion: To approve the agreement with Prime Strategies, Inc., and the fee schedule, with the exception of Brian Cassidy and for Mike Weaver to bring back estimated hours to the court with a "not to exceed" limit.
Vote: **4 - 0**

< Attachment >

August 14, 2002

Judge John Doerfler
Williamson County
710 Main St., 2nd Floor
Georgetown, Texas 78626

Judge Sam Biscoe
Travis County
314 W. 11th St., Room 520
Austin, Texas 78701

Re: Professional Services for Regional Mobility Authority

PRIME STRATEGIES, INC.
1508 S. Lamar Blvd.
Austin, Texas 78704
voice 512.445.7074
fax 445.7064
mail@primestrategies.net

This letter agreement provides for the continuation of professional services in support of Travis and Williamson Counties' efforts to establish and operate the proposed Central Texas Regional Mobility Authority. All work will be completed on a time and materials basis based on the attached Hourly Fee Schedule. This Fee Schedule is the same as contained in our master (December 2000) road bond contract with Williamson County. We also intend to supplement our staff with Brian Cassidy at Locke, Liddell & Sapp. Brian has been working with Prime Strategies on the RMA rules and the early drafts of the petition. All work under this agreement will be at the direction of the County Judges or their designee.

TASK I - RMA Petition

- Prepare RMA petition per 43 Texas Administrative Code §26.01;
- Review draft petition with county RMA subcommittee;
- Assist Commissioners Courts in resolution to create the RMA;
- Process RMA petition with TxDOT and Texas Transportation Commission;
- Address TxDOT comments and modify petition as necessary;
- Assist in preparation for TxDOT Public Hearing on RMA petition;
- Assist in securing resolutions of support from local jurisdictions;
- Assist in securing resolution of support from CAMPO; and,
- Secure final approval to create RMA from Texas Transportation Commission.

TASK II - RMA Formation / Operation

- Assist in appointing RMA directors;
- Coordinate initial RMA Board of Directors meetings;
- Assist in preparation of RMA operating guidelines/bylaws;
- Provide staff assistance to RMA Board of Director; and,
- Provide staff assistance regarding technical corrections to RMA legislation.