

**AGENDA ITEM 30**

Consider authorizing advertising and setting date for public hearing on 2003/2004 County Budget.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To authorize the advertising and setting the date of August 26, 2003 at 10:00 a.m. for a public hearing on the 2003/2004 County Budget.

Vote: **5 - 0**

**AGENDA ITEM 31**

Discuss and consider 2003/2004 County Budget.

This item was discussed in the afternoon budget workshop.

**AGENDA ITEM 32**

Consider approving Additional Surveying Services for the Parmer Lane Extension Project from Diamond Surveying.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Hays**

Motion: To approve additional surveying services for the Parmer Lane Extension Project from Diamond Surveying not to exceed \$44,000.00.

Vote: **5 - 0**

< Attachment >

**Diamond Surveying, Inc.**

Shane Shafer, R.P.L.S.  
516 Leander Road  
Georgetown, TX 78626

Office Phone 931-3100 Fax: 930-5391

PROPOSAL NO. WCRB-2003-2

July 8, 2003

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 the previously approved Professional Services Agreements one hundred eighty-seven (187) separate metes and bounds parcel descriptions were the estimated amount needed to complete this project. Based on information provided by HNTB and Joe England approximately forty-four (44) additional parcels shall be needed as listed in item 1. Of these forty-four (44) parcels ten (10) parcels have already been delivered to Charlie Crossfield's office and the remaining parcels will be prepared upon receipt of signed contract or authorization to proceed.

#### Scope of Services

1. Prepare Sketch and Metes & Bound descriptions for forty-four (44) additional parcels. These Parcels are located along C.R. 268 from F.M. 2243 to S.H. 29. This estimated number of Parcels is based information provided by Paul Petrich of HNTB and Joe England, Williamson County Engineer, and include: right-of-way parcels and construction easement parcels, drainage easement parcels and utility easement parcels. The cost for forty-four (44) parcels is estimated at \$1,000.00 per parcel.

#### 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 \$44,000.00.

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,

A handwritten signature in black ink, appearing to read 'Shane Shafer', written in a cursive style.

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-2003-2 dated July 8, 2003.** 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-2003-2 dated July 8, 2003.**
- 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: \$44,00.00**

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 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-2003-2 dated July 8, 2003, 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. Daerfler  
Date: 7-29-03

By: [Signature]  
Date: 7/22/03

*mmw*  
*7/22/03*

# ◇ *Diamond Surveying, Inc.*

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

516 LEANDER ROAD, GEORGETOWN, TX 78626

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

## STANDARD RATE SCHEDULE

Effective February 1, 2003, 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.....	\$95.00 per hour
R.P.L.S. as expert witness.....	\$150.00 per hour
Project Surveyor.....	\$75.00 per hour
GPS Processor.....	\$75.00 per hour
Survey Technician.....	\$65.00 per hour
Secretary.....	\$50.00 per hour

### FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$85.00 per hour
2-Man Field Party.....	\$105.00 per hour
3-Man Field Party.....	\$125.00 per hour
4-Man Field Party.....	\$145.00 per hour
Charges for special equipment:	
GPS Field Base Unit with Rover (R.T.K.) .....	\$65.00 per hour
Additional Rover (R.T.K.) .....	\$45.00 per hour
GPS Field Base Unit for Static Session .....	\$50.00 per hour
Robotic Total Station with Rover .....	\$40.00 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.

**AGENDA ITEM 33**

Consider approving Change Order No.1 for Capital Excavation Company for the CR 300 project (03-WC517).

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve Change Order No. 1 for Capital Excavation Company for the CR 300 project in the amount of \$34,973.00.

Vote: 4 – 0. **Commissioner Heiligenstein** was absent from the dais.

< Attachment >

**WILLIAMSON COUNTY, TEXAS**  
**CHANGE ORDER NUMBER: 1**

1. CONTRACTOR: Capital Excavation Company
2. Change Order Work Limits: Sta. 15+20 to Sta. 69+00
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 4B (3 Max. - In order of importance - Primary first)

Project:	<u>03-WC517</u>
Roadway:	<u>CR 300</u>
Purchase Order Number:	<u>03-WC517</u>

5. Describe the work being revised:

Waterline adjustment for Jonah Water. See plan sheet no. 1-12. See attached Special Conditions and Technical Specifications.

6. Work to be performed in accordance with Items: See attached.

7. New or revised plan sheet(s) are attached and numbered: Yes. See sheets no. 1-12.

8. New general notes to the contract are attached: ☒ Yes ☐ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><small>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</small></p>		<p><b>The following information must be provided</b></p>	
<p>THE CONTRACTOR</p>		<p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p>	
<p>By <u>[Signature]</u> Date <u>7-24-03</u></p>		<p>Amount added by this change order: <u>\$34,973.00</u></p>	
<p>Typed/Printed Name <u>GARY BOTKIN</u></p>			
<p>Typed/Printed Title <u>VICE PRESIDENT</u></p>			

**RECOMMENDED FOR EXECUTION:**

[Signature] 7-29-03  
 Project Manager Date  
 Construction Observer

Design Engineer Date

[Signature] 7-29-03  
 Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

[Signature] 7-29-03  
☒ APPROVED County Judge Date