

LIMITED SERVICES AUTHORIZATION

Design Professional Firm: BAKER-AICKLEN & ASSOC., INC. **Client:** Williamson County
507 W. Liberty Avenue 1855 Southeast Inner Loop
Round Rock, TX 78664 Georgetown, Texas 78626
Date: March 5, 2012 **Attention:** Cheryl Schneider
Phone/Fax: 943-3597
Email: cschneider@wilco.org
Contract No. 12-2028R

Project Name/Location:

Williamson County Animal Shelter Dog Park, Georgetown, Texas

Scope/Intent and Extent of Services:

1. Prepare a drainage analysis sheet, which is to be included in BWM Group's plans	
and respond to the City of Georgetown's comments	\$ 750.
2 TCEQ Water Pollution Abatement Plan Exception Request	\$2,000.
TCEQ Application Fee	\$ 500.


Fee Arrangement:

Lump sum basis in the amount of \$2,750. + \$500. = \$3,100., plus actual costs of reimbursable expenses.

Special Conditions:

NOTE: 1. TCEQ fee is \$500. If exception is not granted, additional fees may be required.
2. BWM Group is to submit and process construction plans through the City of Georgetown.

Prepared by:

Michael S. Fisher, P.E., Project Manager 
(printed name/title)

The **Professional Services Agreement** as well as the attached rate schedule are a part of this Agreement.

Offered by:

 3/5/12
(signature) date

R. David Strutton, Vice President
(printed name/title)

Baker-Aicklen & Associates, Inc.
(name of Design Professional Firm)

Accepted by:

(signature) date

Dan A. Gattis, County Judge
(printed name/title)

Williamson County
(name of Client)

PROFESSIONAL SERVICES AGREEMENT

WILLIAMSON COUNTY, as CLIENT engages Baker-Aicklen & Associates, Inc. as ENGINEER/SURVEYOR to perform professional services for the assignment described on the attached proposal.

- I. **SERVICES:** ENGINEER/SURVEYOR agrees to perform Basic Services and Additional Services in conformance with the following descriptions, definitions, terms and conditions.
 - A. **BASIC SERVICES:**
See reverse side.
 - B. **ADDITIONAL SERVICES*:** All work performed by ENGINEER/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 ENGINEER'S/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.

*It is expressly understood and agreed that ENGINEER'S/SURVEYOR shall not furnish any Additional Services unless such Additional Services are negotiated and set forth in a written contract modification executed by both parties prior to ENGINEER'S/SURVEYOR's performance of any such Additional Services. CLIENT shall have no obligation to pay for any Additional Services which have been rendered without a written contract modification executed by both parties prior to ENGINEER'S/SURVEYOR's performance of any such Additional Services.
- II. **COMPENSATION:** CLIENT agrees to pay ENGINEER/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 plus reimbursables basis for: **\$3,100., plus actual costs of reimbursable expenses.**
 - B. **ADDITIONAL SERVICES:** ENGINEER'S/SURVEYOR'S compensation will be on an hourly-charge basis for personal 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 ENGINEER'S/SURVEYOR'S field office, reproduction, subcontracts and similar items. Such expenses shall be reimbursed at the following rates:
 - a. Transportation by ENGINEER'S/SURVEYOR'S vehicles: at ENGINEER'S/SURVEYOR'S standard rates, which is attached hereto.
 - b. Reproduction performed in ENGINEER'S/SURVEYOR'S office: at prevailing commercial rates.
 - c. All others: actual cost to ENGINEER/SURVEYOR.
- III. **PAYMENTS:** Semi-monthly month during the performance of the services to be provided under this Agreement, ENGINEER'S/SURVEYOR shall submit a sworn statement to the CLIENT, along with time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor, setting forth the services provided for by this Agreement which were completed during such time period, the compensation which is due, plus charges for Additional Services which have not been previously billed or paid. In the event the statement includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the CLIENT or whether they are the basis of invoices from subcontractors for which the ENGINEER'S/SURVEYOR seeks reimbursement from the CLIENT, the charges shall be accompanied by an affidavit signed by an officer or principal of the ENGINEER'S/SURVEYOR certifying that the work was performed, it was authorized by the CLIENT and that all information contained in the invoice that is being submitted is true and correct. Invoices shall be paid by CLIENT within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by CLIENT in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of CLIENT's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, CLIENT shall notify ENGINEER/SURVEYOR of such an invoice of the discrepancy. Following CLIENT's notification of any discrepancy as to an invoice, ENGINEER/SURVEYOR must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. CLIENT shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. CLIENT payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised 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 ENGINEER/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 ENGINEER/SURVEYOR represents his reasonable skill as a design professional familiar with the construction industry. It is recognized, however, that the ENGINEER/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 ENGINEER/SURVEYOR cannot and does not guarantee that bids will not vary from any cost estimate prepared by him.
- VI. **INSURANCE:** During the term of this Agreement, ENGINEER/SURVEYOR agrees to provide and maintain the following insurance:
 - A. Worker's Compensation in accordance with statutory requirements.
 - B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$250,000 per occurrence and \$500,000 in the aggregate, including coverage on same for independent subcontractor(s).
 - C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$250,000 per occurrence and \$500,000 in the aggregate. ENGINEER/SURVEYOR shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
 - D. Professional Liability Errors and Omissions Insurance in the amount of \$1.0 Million.

CLIENT SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THE COVERAGES REQUIRED ABOVE, EXCEPT FOR WORKER'S COMPENSATION AND PROFESSIONAL LIABILITY INSURANCE.

ENGINEER/SURVEYOR shall not commence any field work under this Agreement until it has obtained all required insurance and such insurance has been approved by CLIENT. ENGINEER/SURVEYOR shall not allow any subcontractor(s) to commence work to be performed in connection

with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by CLIENT shall not relieve or decrease the liability of ENGINEER/SURVEYOR hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. ENGINEER/SURVEYOR shall furnish CLIENT with a certification of coverage issued by the insurer. ENGINEER/SURVEYOR shall not cause any insurance to be canceled nor permit any insurance to lapse. ENGINEER/SURVEYOR will provide CLIENT with thirty (30) days' written Notice prior to the effective date of any cancellation or material change to any of the insurance coverages required above.

It is the intention of the CLIENT, and agreed to and hereby acknowledged by ENGINEER/SURVEYOR, that no provision of this Agreement shall be construed to require the CLIENT to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim as required by law or a court of law with jurisdiction over the provisions of this Agreement.

- VII. **LIABILITY LIMITATION:** ENGINEER/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 ENGINEER'S/SURVEYOR'S professional liability exceed amount of the total compensation received by ENGINEER/SURVEYOR under this Agreement, limited to a maximum of \$50,000.
- VIII. **DISPUTE RESOLUTION:** The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.
- IX. **TERMINATION:**
- A. **CONDITIONS OF TERMINATION:** This Agreement may be terminated without cause at any time prior to completion of ENGINEER'S/SURVEYOR'S services either by CLIENT or by ENGINEER/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 IX.B below.
- B. **COMPENSATION PAYABLE ON TERMINATION:** On Termination, by either CLIENT or ENGINEER/SURVEYOR, CLIENT shall pay ENGINEER/SURVEYOR with respect to Basic Engineering Services which have been completed an amount fixed by applying the rate specified for Additional 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 ENGINEER/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 ENGINEER/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 ENGINEER/SURVEYOR.
- XI. **SPECIAL PROVISION:** This instrument contains the entire Agreement between CLIENT and ENGINEER/SURVEYOR, except as additionally stated below:
- Limited Professional Services Agreement on reverse side forms a part of this Agreement, as well as attached Standard Rate Schedule that may change, with reasonable advance notice to CLIENT, 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 ENGINEER/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 ENGINEER/SURVEYOR other than one of its Officers, and then only in writing signed by it.
- XIV. **RIGHT TO AUDIT:** All pertinent records relating to ENGINEER/SURVEYOR's services shall be retained for a minimum of three (3) years after completion of the work. CLIENT or its duly authorized representatives, shall have access to and the right to examine and photocopy any and all books, documents, papers and records of ENGINEER/SURVEYOR, which are directly pertinent to the services to be performed under this Agreement, at CLIENT'S sole cost, for the purposes of making audits, examinations, excerpts, and transcriptions. ENGINEER/SURVEYOR agrees that CLIENT shall have reasonable access during normal working hours to all necessary ENGINEER/SURVEYOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. CLIENT shall give ENGINEER/SURVEYOR reasonable advance notice of intended audits.
- XV. **INDEMNIFICATION:** ENGINEER/SURVEYOR SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF ENGINEER/SURVEYOR OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.
- XVI. **VENUE AND GOVERNING LAW:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- XVII. **RELATIONSHIP OF THE PARTIES:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- XVIII. **NO WAIVER OF IMMUNITIES:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to CLIENT, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. CLIENT does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

STANDARD RATE SCHEDULE
Labor Rate Table 57

Effective July 1, 2011, the following rates are recommended for work performed on an hourly-charge basis. Rates include company overhead and profit for services accomplished during regular working hours.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Sr. Project Manager	\$185 per hour
Managing Planner	\$160 per hour
Managing Landscape Architect	\$160 per hour
Managing Surveyor/GIS	\$160 per hour
Project Manager	\$145 per hour
Sr. Landscape Architect	\$145 per hour
Sr. Project Engineer/Surveyor/Planner	\$140 per hour
Sr. Project Engineering/Surveying/Planning/GIS Coordinator	\$135 per hour
Project Engineer/Surveyor/Planner	\$125 per hour
Project Engineering/Surveying/Planning/GIS Coordinator	\$120 per hour
Sr. Project Engineering/Surveying/Planning/GIS Designer	\$115 per hour
Sr. Project Engineering/Surveying/Planning/GIS Associate	\$110 per hour
Project Engineering/Surveying/Planning/GIS Designer	\$105 per hour
Project Landscape Architect	\$105 per hour
Engineering/Surveying/Planning/GIS Associate	\$100 per hour
Engineering/Surveying/Planning/GIS Assistant	\$95 per hour
Sr. Engineering/Surveying/GIS CAD Technician	\$85 per hour
Engineering/Surveying/GIS CAD Technician	\$75 per hour
CAD/GIS Computer Operator	\$65 per hour
Administrative Assistant	\$65 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rate
Department Manager	\$160 per hour
Branch Manager	\$210 per hour *
Principal (as appropriate)	\$230 per hour *

FIELD PARTY SERVICES

	<u>Rates</u>
1-Man Field Party	\$80 per hour
2-Man Field Party	\$135 per hour
3-Man Field Party	\$175 per hour
4-Man Field Party	\$215 per hour

DIRECT EXPENSES

Transportation:

By Firm's Passenger Vehicles	Charged at current IRS allowable rate
By Firm's Survey Trucks (Notes 1, 2, & 3)	Charged at current IRS allowable rate
Direct Expense - Reproduction & Printing by Firm,	Prevailing
Survey Stakes, Lathes, Iron Rods,	Commercial Rates Or
Subsistence of out-of-city services, and other Direct Expense	Cost

* Not default rates. These rates are used as required in special situations only and with Client notification.

NOTES:

1. Field Party rates include equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
2. 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 for at the above-shown appropriate rates.
4. The firm's professional liability is limited to the total amount of compensation under the Professional Services Agreement to a maximum of \$50,000.