

March 11, 2011

Proposal No. 11-3010R3

Williamson County / Attn: Robert B. Daigh, PE
C/O Parsons / Attn: Bill Spence
106 E. 6th St., Ste. 200
Austin, Texas 78701

**Re: Revised Proposal for Professional Services
Williamson County Emergency Service Operating Center – Georgetown
Surveying Services**

Dear Mr. Daigh:

We are pleased to submit our proposal for providing professional surveying services for the above-referenced project. Our proposal provides for the preparation of a design survey for the project. This tract is located between the Juvenile Justice Center and the Animal Shelter along S.E. Inner Loop Road, within the Georgetown City Limits.

The following is a more specific list of our proposed Scope of Services, Clarifications and Basis of Compensation.

SCOPE OF SERVICES

I. TOPOGRAPHIC SURVEY

1. Perform boundary surveying sufficient to determine the right-of-way line of S.E. Inner Loop Road along the project area.
2. Perform a topographic survey of the 33-acre area shown on the attached sketch. Sufficient data will be collected to prepare a one-foot-interval contour map of the project area in compliance with National Map Accuracy Standards specifications requiring of 90 percent of all tested elevations to be within one-half contour interval (0.5-feet).
3. Topographic survey will include the location of visible improvements within the 33-acre survey area such as existing paving, drainage and utility features that serve the Juvenile Justice Center, the Child Advocacy Center and the Animal Shelter. The topographic survey will extend approximately 30 feet west of the west curb line of the main access drive off of S.E. Inner Loop Road, for a proposed water line alignment. The new topographic survey will be incorporated into the previously completed site topographic surveys as appropriate. Visible utilities immediately outside of the survey area that appear to serve or cross the project area will also be located.

4. Baker-Aicklen will set no less than two benchmarks on this site for use during construction. These benchmarks will be referenced to the City of Georgetown's Geodetic Control Network.
5. Provide an electronic file copy of the completed boundary and topographic survey in Autocad, Release 2010 format.
6. The proposal does not include preparation of a subdivision plat of any portion of the said 179.299 area to be developed for the ESOC, even if required by City of Georgetown subdivision regulations.
7. Prepare metes and bounds descriptions with sketches of portions of the ESOC area to be used for utility easements on the tract. Preparation of the easement dedication portion of the document, processing and recordation are to be done by others.

CLARIFICATIONS

1. Any requested services not specifically covered by the above-listed Scope of Services will be provided on an actual time and materials expended basis in accordance with the attached Standard Rate Schedule.
2. Resolution of conflicts not included.
3. All document preparation and legal matters will be handled by the Client's land development attorney. This applies to easements, right-of-way dedications, restrictions, and other legal documents.
4. Scope of work in Item 1-8 assumes that the County or the Client will prepare the dedication portion of the proposed easements and process their recordation with the County Clerk.

BASIS OF COMPENSATION

We propose to provide the above-described Scope of Services for the compensation listed below:

LUMP SUM FEES

<u>Item</u>	<u>Billing Group</u>	<u>Description</u>	<u>Amount</u>
I.		Surveying Services	
	29	Topographic Survey	\$13,270.00
	50	Prepare Easement Descriptions with Sketches	\$ 5,000.00
		TOTAL	\$18,270.00

This estimate assumes that Williamson County is exempt from state sales tax.

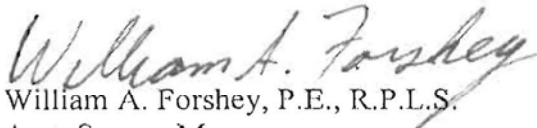
The fee amounts proposed above are based on personnel time required to perform the described Scope of Services. We agree to perform the services as detailed. Additional time requirements resulting from project scope changes or revisions beyond our control which cause work to be redone will be considered reasonable cause for us to seek additional compensation for services not included in these amounts. Such services may be compensated for on an hourly-charge plus reimbursable expense basis in accordance with the attached hourly rate schedule or at a mutually

agreed-to lump sum amount as provided for in the Professional Services Agreement. Not included in the above fees is sales tax which is mandated by State law on certain types of surveys.

If this proposal is acceptable, please endorse the enclosed agreement and return a copy to our office. We are prepared to commence work upon your authorization.

Thank you for the opportunity to submit this proposal. We appreciate your consideration of our firm in this regard and look forward to continuing to be of service to you.

Sincerely,


William A. Forshey, P.E., R.P.L.S.
Asst. Survey Manager

WAF:lat

PROFESSIONAL SERVICES AGREEMENT

WILLIAMSON COUNTY, C/O PARSONS, as CLIENT, engages Baker-Aicklen & Associates, Inc. as SURVEYOR to perform professional services for the assignment described follows: Williamson County ESOC in Georgetown, Texas. See attached proposal letter No. 11-3010R3 dated 03/11/11.

- 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 attached letter proposal No. 11-3010R3 dated 03/11/11.
 - 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/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.
- II. COMPENSATION: CLIENT agrees to pay 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 basis for: \$18,270.00
 - B. Additional Services will not be performed without written authorization from client. ADDITIONAL SERVICES: ENGINEER'S/SURVEYOR'S compensation will be on an hourly-charge basis for personnel 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 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.
 - b. Reproduction performed in ENGINEER'S/SURVEYOR'S office: at prevailing commercial rates.
 - c. All others: actual cost to ENGINEER/SURVEYOR.
- III. PAYMENTS: ENGINEER/SURVEYOR will invoice CLIENT semi-monthly in amounts based on ENGINEER'S/SURVEYOR'S estimate of the portion of the Basic Services completed, plus charges for Special Services performed. CLIENT agrees to promptly pay ENGINEER/SURVEYOR at his office in Williamson County, Texas, the full amount each such invoice upon receipt. A charge of 1.5% per month may be added to the unpaid balance of invoices not paid within 30 days after date of invoice. If the invoice is not paid within 60 days, ENGINEER/SURVEYOR may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of services. Retainers shall be credited on the final 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 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, or 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: ENGINEER/SURVEYOR agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for CLIENT under this Agreement. ENGINEER/SURVEYOR also agrees to maintain public liability insurance covering claims against ENGINEER/SURVEYOR for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under 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: 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.
- VIII. 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 ENGINEER/SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation and, if necessary, followed by binding arbitration. The CLIENT and the ENGINEER/SURVEYOR further agree to include a similar mediation/arbitration provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation/arbitration provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between parties to those agreements and, if necessary, followed by binding arbitration.
- 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 under 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, in 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 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 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: Attached letter proposal No. 11-3010R3 dated 03/11/11 forms a part of this agreement, as well as attached Standard Rate Schedule that may change without notice 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 him.

BAKER-AICKLEN & ASSOCIATES, INC.

WILLIAMSON COUNTY

By: R. David Strutton
 Printed Name: R. David Strutton, RPLS Vice-President / CEO

By: [Signature]
 Printed Name: _____

Date: March 11, 2011

Date: 03-23-11

STANDARD RATE SCHEDULE
Labor Rate Table 53 Williamson County EOC 9-09

Effective May 1, 2009, 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	\$150 per hour
Project Manager	\$140 per hour
Sr. Project Engineer/Surveyor/Planner	\$130 per hour
Sr. Project Engineering/Surveying/Planning/GIS Coordinator	\$125 per hour
Project Engineer/Surveyor/Planner	\$120 per hour
Project Engineering/Surveying/Planning/GIS Coordinator	\$115 per hour
Sr. Project Engineering/Surveying/Planning/GIS Designer	\$110 per hour
Sr. Project Engineering/Surveying/Planning/GIS Associate	\$105 per hour
Project Engineering/Surveying/Planning/GIS Designer	\$100 per hour
Engineering/Surveying/Planning/GIS Associate	\$95 per hour
Engineering/Surveying/Planning/GIS Assistant	\$90 per hour
Sr. Engineering/Surveying/GIS CAD Technician	\$80 per hour
Engineering/Surveying/GIS CAD Technician	\$70 per hour
CAD/GIS Computer Operator	\$60 per hour
Administrative Assistant	\$55 per hour
Expert Witness/Testimony/Deposition Services	Two Times Rate
Department Manager/Assistant Branch Manager	\$185 per hour
Branch Manager	\$200 per hour
Principal (as appropriate)	\$220 per hour

FIELD PARTY SERVICES

	<u>Rates</u>
1-Man Field Party	\$75 per hour
2-Man Field Party	\$125 per hour
3-Man Field Party	\$165 per hour
4-Man Field Party	\$205 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:

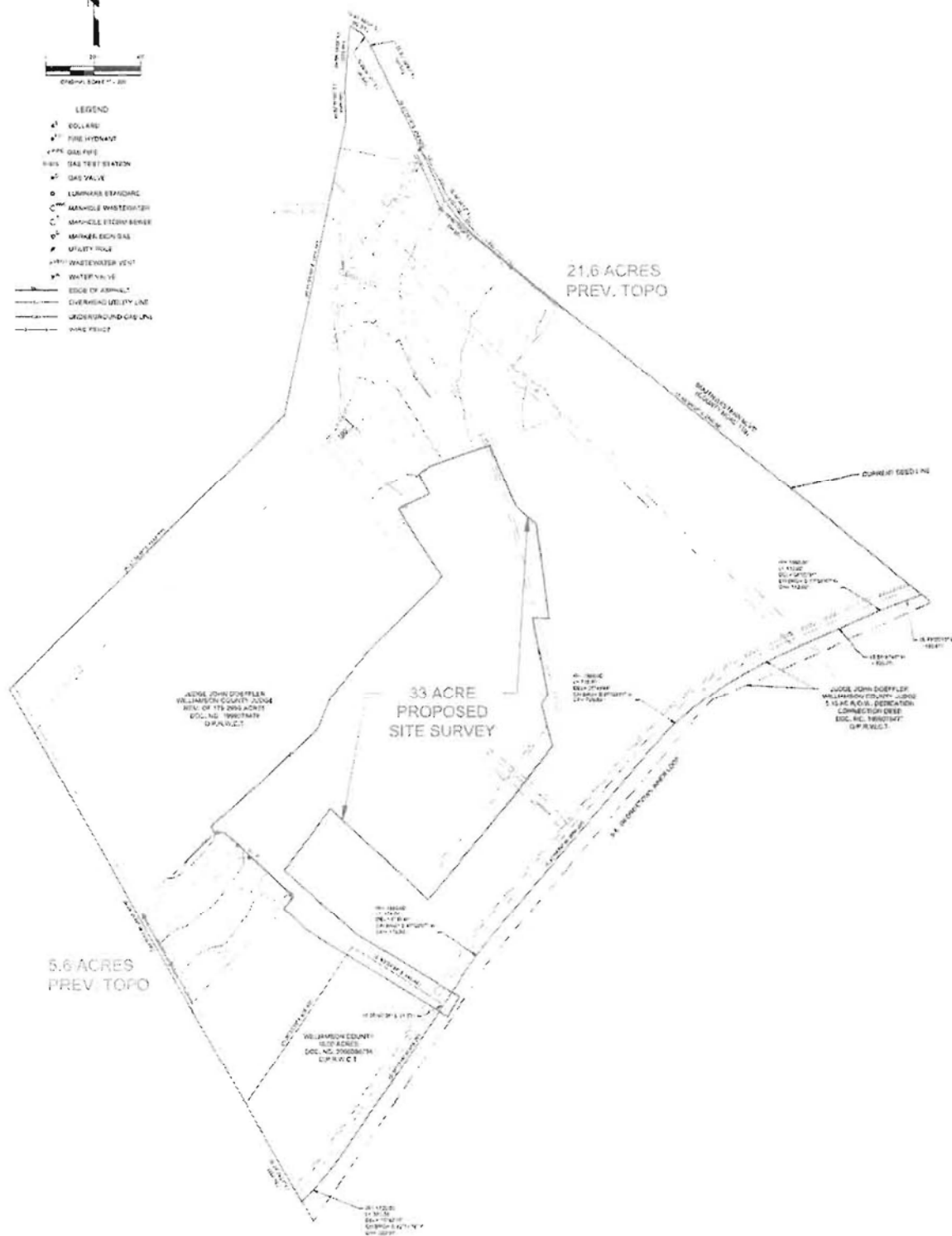
1. Field Party rates include equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated.
2. Field party time charge will be made for show-up time and return to office, resulting from inclement weather 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.

Williamson County Emergency Services and Operations Center
Revised Estimate for Topographic Survey of New 33 acre site.

TASK	RESOURCE	HRS	HRLY. RATE	TOTAL
Recover & Extend H&V Cntl.	3-Man Crew	8	\$ 165.00	\$ 1,320.00
	Tech	4	\$ 105.00	\$ 420.00
	Pr. Mgr	2	\$ 125.00	\$ 250.00
Recover and Verify SE Loop Road & Right-of-way monuments	2-Man Crew	6	\$ 125.00	\$ 750.00
	Tech	8	\$ 105.00	\$ 840.00
	Pr. Mgr	2	\$ 125.00	\$ 250.00
Topographic Survey	2-Man Crew	48	\$ 125.00	\$ 6,000.00
	Tech	24	\$ 105.00	\$ 2,520.00
	Pr. Mgr	4	\$ 125.00	\$ 500.00
Prepare Easement Descriptions with sketches				\$ 5,000.00
Admin. & Review	Pr. Mgr	1	\$ 125.00	\$ 125.00
	Admin.	2	\$ 60.00	\$ 120.00
	Br. Mgr.	1	\$ 175.00	\$ 175.00
TOTAL				\$ 18,270.00



- LEGEND
- COLLARD
 - ▲ FIRE HYDRANT
 - GAS PIPE
 - GAS TEST STATION
 - GAS VALVE
 - LUMINAIR STATION
 - MANHOLE WASTEWATER
 - MANHOLE STORM SEWER
 - WATER MAIN
 - UTILITY TRENCH
 - WASTEWATER VENT
 - WATER VALVE
 - EDGE OF ADJACENT
 - OVERHEAD UTILITY LINE
 - UNDERGROUND GAS LINE
 - WARE FENCE



PROPOSED SURVEY AREA

SHEET NO. 1	WILLIAMSON COUNTY ESOC SITE STORM WATER POND LIMITED TOPOGRAPHIC SURVEY	PARSONS CORPORATION	WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER	DATE: 10/10/00	BY: [Signature]	CHECKED BY: [Signature]	APPROVED BY: [Signature]	BAKER-HICKLEN & ASSOCIATES, INC. SURVEYING • ENGINEERING • PLANNING 1000 W. 10TH ST., SUITE 100 DALLAS, TEXAS 75201 (214) 750-1000