

AGENDA ITEM 34

Discuss and take appropriate action on contract with Hall Bargainer for Brushy Creek Trail.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Boatright**

Motion: To approve \$129,930.00 contract with Hall Bargainer for Brushy Creek Trail to be paid from Certificate of Obligation funds divided equally between Precincts 1, 2 and 3.

Vote: Motion carried 5 – 0

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Landscape Architects/Planners

August 10, 2000

Judge John Doefler
Williamson County Courthouse
 710 S Main Street, Suite 201
 Georgetown, Texas 78626

Re: Proposal for Professional Consulting Services
Phase 1a, Regional Trail Facilities of the Brushy Creek Regional Park System and Conservation Corridor Project

Dear Judge Deorfler:

Thank you for inviting us to submit a proposal to assist you with the project referenced above. This proposal is based on our selection by the Williamson County Commissioners Court on July 25, 2000.

This Agreement is by and between *Williamson County, Texas* as referenced above (hereinafter called the "Client" and *Hall/Bargainer, Inc., planners & landscape architects*, 400 W. Main, Suite 220, Round Rock, Texas 78664 (hereinafter called the "Consultant").

The Consultant shall provide professional consulting services, landscape architectural services, civil engineering, and surveying on the project referenced above, the extent of which may be generally described as a hike and bike trail plot along a 2 mile stretch of public property located along Brushy Creek Road contiguously, adjoining Cedar Park, City of Austin, Avery Ranch, Fern Bluff MUD, and Brushy Creek MUD, along the Brushy Creek, all within Williamson County, Texas.

I. Scope of Work

The purpose of the services proposed herein is to provide professional consulting services, landscape architectural services, civil engineering, and surveying necessary for the preparation, an implementation of the Brushy Creek Regional Park System and Conservation Corridor project. It is the Consultants intent to work in effective cooperation with the County and all other effected and appropriate property owners and stakeholders to achieve an efficient and acceptable implementation of the project. The Consultant shall provide necessary services, as defined under Basic Services, for the following scope of work:

- A. Preliminary Routing Plan - Preliminary Routing concept reaching to Williamson County Twin Lakes Park, in Cedar Park to Round Rock's Brushy Creek Crossing Park.
- B. Trail Design Standards - Preparation, and general consensus on trail design standards facilitating uniform participation in future development and implementation of the Brushy Creek Regional Park System and Conservation Corridor.
- C. Phase 1a Development Drawings, Permitting, Bidding/Negotiating and Construction Observation – Services necessary for construction of the phase 1a, Brushy Creek Regional

Park System and Conservation Corridor primary trail and supporting facilities, for Williamson County, Texas. The work is based on an approved preliminary trail routing by the consultant. The limits of Phase 1a extend from connection to Cedar Parks "Brushy Creek Lake Park" along the limits of Brushy Creek and Brushy Creek Road contiguously to connect to Brushy Creek M.U.D. property.

II. Basic Services

Given the above-stated scope of work, we will provide the following basic services:

A. Data Collection/Inventory

1. Define site information required to adequately accomplish the scope of work defined in this agreement. Necessary information includes, but is not limited to:
 - a. tree survey for the section of Phase 1a trail subject to City of Austin permitting
 - b. 1' Topographic survey for the entire Phase 1a trail section (including records search)
 - c. Current digital ortho quads (infrared aerial photos) of entire length of preliminary routing
 - d. Current FEMA Flood Plain data
 - e. Tax Plat / Ownership records along entire length of preliminary routing
 - f. Records of proposed improvements along trail route, ie, parks, roads, utilities
 - g. Geotechnical research
 - h. Environmental study (i.e., Phase 1 Permit)
2. Research and acquire any available, pertinent, and usable site information previously generated along the trail section between Twin Lakes Park and Chisholm Trail Crossing Park.
3. Provide Surveying services as necessary, to adequately accomplish the scope of work defined in this agreement.
4. Digital Photographic inventory of entire length of preliminary routing, so to provide an accurate source of existing conditions, and serve as visual record for future references.

B. Preliminary Trail Routing

Prepare drawings to indicated a revised preliminary routing concept reaching to Williamson County Twin Lakes Park, in Cedar Park to Round Rock's Brushy Creek Crossing Park. The routing will be based on site visits and meetings with regulatory agencies, and stakeholders along the entire length of the trail. It will be conceptual in nature so to identify and address potential opportunities and constraints of a cooperative and timely implementation, in the near future.

1. Prepare an illustrative, linear plan the proposed routing opportunities and constraints and proposed alternatives, indicating total estimated length of remaining trail.
Plan will attempt to indicate:
 - Property ownership along the routings,
 - Future trail connection opportunities (i.e. M.U.D. opens space master plans/developments)
 - Future Road/ROW impacts (i.e. Wyoming Springs extension)
 - Interpretive opportunities,
 - Areas of possible bridge crossings,
 - Existing Park lands along the trail (trail head opportunities),
 - Jurisdictional boundaries,
 - Floodplain locations,
 - Areas of high, moderate, low opportunities for funding through other jurisdictional efforts,
 - Any areas of critical design constraints.
2. Conceptually indicate subsequent phases for completion of phase 1 of the trail.
3. Prepare estimate of probable construction costs for the remaining phases of the phase 1 trail.

C. *Trail Design Standards*

Prepare drawings and text necessary to establish/describe the standards for trail types and all necessary support elements.

1. Prepare illustrative trail standards booklet addressing and defining the following items:
 - a. Various trail types, by use, material, and graphic cross-section
 - b. Intersection Treatments for the various intersection occurrences (with matrix)
 - c. Trail signage/graphics standards
 - d. Standard Specifications and/or specific Criteria for:
 - Trail Routing
 - Emergency Access
 - EMS Call Boxes
 - Drinking Fountains
 - Lighting
 - Trail Furniture
 - Interpretive Area Design
 - Trail Head Facilities
 - Landscaping
 - Irrigation

2. Present standards and criteria recommendations to current participants in the Brushy Creek Regional Park System and Conservation Corridor.
3. Review and Revise based on agreed upon changes.
4. Provide/Present a standards and criteria booklet with general consent to Williamson County

D. Construction Documentation

Upon County's approval of the preliminary routing plan, particularly within the Phase 1a boundary:

1. Consultants shall prepare drawings necessary to establish size, shape dimensions and capacity of the work.
2. Consultants shall compliment drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the bidding/negotiating and construction of the work. *Consultant shall coordinate all utility needs with the servicing company(s) and seek participation. It is not within Basic Services to provide engineering services necessary to provide water/waste water, electrical, or telephone.*
3. Coordinate in-progress meetings and reviews and facilitate construction drawings and specifications with other consultants.
4. Prepare Consultant's Opinion of Probable Construction Costs, including appropriate escalation factors and contingencies.
5. Consultant shall attempt to identify all construction items necessary and feasible for phase 1a to satisfy TPWD grant criteria as base bid items and further identify all remaining elements as add alternates during bidding and negotiation phase, prior to award of contract.

E. Regulatory Documentation

1. As requested by the County, the Consultant shall assist the County in filing the appropriate plans and documents with:

- Williamson County: (review/approval)
- City of Austin: (development permit)
- City of Cedar Park: (development permit)
- Fern Bluff M.U.D.: (review/approval)
- Texas Natural Resource and Conservation Commission: (WPAP, including geologic assessment, Environmental Assessment Report)
- E.P.A.: (Storm Water Pollution Prevention Plan)

- Texas Historical Commission: (Environmental Assessment Report)
- F.E.M.A.: (Verify base flood elevations, Conditional Letter of Map Revision, Letter of Map Revision)
- Texas Parks and Wildlife Department: (review/approval for conformance to grant, Environmental Assessment Report)
- Army Corp of Engineers: (will strive to avoid if at all possible, should they become an issue fees for this are Additional Services)
- U.S. Fish and Wildlife Service: (Environmental Assessment Report)
- ADA/TAS: (independent review/inspection/approvals throughout construction documentation)

(Note: the required "Brushy Creek Environmental Assessment Report" is to be created utilizing the information presented in the Brushy Creek Regional Wastewater System EA Report, prepared by Espey, Huston and Associates for the LCRA, dated February 1998.)

to facilitate permitting in conjunction with the efficient progress of the project. Consultant shall review any modifications requested by the regulatory agencies with the County. Revise drawings, approved by the County and submit the documents to the appropriate agency for final procession and approvals. Williamson County and/or participating agency(s) is responsible for posting all permitting and review fees.

Note: All opinions of probable construction costs represent the Consultants best judgment as professionals, familiar with the construction industry, but Consultant does not guarantee that proposals, bids or actual project cost will not vary from its opinions of probable cost.

F. Bidding and Negotiating

1. As requested by the County, the Consultants shall assist in obtaining and evaluating bids or negotiating proposals, and assist in awarding and preparing contracts for construction.
2. Consultants shall coordinate bidders list with County and establish General Requirements section of specifications for bidding procedures and schedules.
3. Consider requests for substitutions, where appropriate, and prepare and distribute addenda to prospective bidders.
4. Consultants shall formally accept and validate bids and prepare bid tabulation and recommendation for selection to the Williamson County Commissioners Court.

G. Construction Observation

Provide observation for the landscape architectural items for which the Consultant prepared Construction Documents.

1. Make periodic site visits at intervals appropriate to the state of construction to become familiar with the progress and quality of the work completed and to determine, in general, if the work is being performed in a manner indicating that the work, when completed will be in accordance with the Contract Documents.
2. Review and respond to properly prepared, timely requests from the contractor for additional information concerning the contract documents.
3. Review shop drawings, submittals and pay estimates provided by the contractor, and maintain a record of all such communication in accordance with the requirements of the contract documents.
4. Attend required meetings with regulatory agencies, including environmental pre-construction and post-construction conferences scheduled with the City Environmental Inspector, TPWD review, or any other regulatory reviewer assigned to this project.
5. If required, prepare Change Orders, and Construction Change Directives for the approval and execution by the Owner in accordance with the contract documents.
6. Review properly prepared, timely requests from the Client or contractor for changes to the scope, duration or cost of the work.
7. Conduct inspections of the work in order to determine the date of substantial completion, and verify the satisfactory completion of the project in accordance with local ordinance requirements.
8. Assist the Client in completing the closeout documentation necessary to conclude the construction phase of the project, including preparation of a Letter of Concurrence for the City of Austin upon the successful completion of the project.
9. Prepare any additional written communication to the Client related to the construction progress, as necessary.

III. Additional Services

Services requested by the Client that are not included in Basic Services are considered Additional Services and shall be paid for by the Client. Additional Services shall only be provided if previously authorized by the Client. Additional Services may include, but not limited to, the following:

A. Boundary Survey

- B. Traffic impact Analyses
- C. Bridge Design
- D. Hazardous Site Assessments
- E. Environmental impact assessments
- F. Land Acquisition services
- G. Easement acquisition or vacation
- H. Bore services
- I. Preparation of As-built drawings
- J. Assistance or representation in litigation concerning the property or proposed project.
- K. Services required after final acceptance of construction work
- L. Providing services other than those outlined in Basic Services.

IV. Schedule

We are prepared to commence work immediately upon receipt of a sign Agreement and will coordinate our work schedule with that of the County and other consultants to assure our timely consultation and effective cooperation.

A *project schedule* has been initiated with the intent of being continually updated throughout the life of the project, for purposes of attempting to identify any scheduling or timing conflicts as early as possible to allow for potential strategies to be explored. It is attached to this Agreement as an instrument for review and shall be regularly updated by the team and other related consultants and subsequently, issued regularly by fax or email, for review purposes.

IV. Assistance and Responsibilities Required of Client

The Client shall attempt to provide full information regarding requirements for the project including:

A. Assistance

1. Knowledge of , and copy(s) of other consultant work adjacent to or affecting any areas of work included in this contract, in AutoCad format, if at all possible. For example road, utility, land acquisition, or potential development projects. (i.e. Wyoming Springs ROW extension to FM 3406)
2. Assist the Consultant by placing at its disposal all available reports, plans, specifications, and other data relative to this project.
3. Examination of all studies, reports, sketches, estimates, specifications, drawings and other documents presented by the Consultant and shall render in writing responses pertaining to a reasonable amount of time so as not to delay the work of the Consultant.

4. Payment of all Permitting/Review Fees necessary for the successful completion of this Agreement.

B. Responsibilities

1. It is the Responsibility of the Client to provide the design team with complete and accurate information concerning known existing physical and legal conditions of the site that are beyond the scope of the professional services described in this document. Certain unusual or unforeseeable subsurface conditions not identifiable by surface topographic survey including, but not limited to, illegally dumped toxic or hazardous materials, abandoned building foundations or utility lines, excessive groundwater due to springs or other such features, or artifacts of archaeological or paleontological significance may materially alter the scope of the project in a manner not provided for in this contract.
2. Likewise, active or pending legal disputes involving property Ownership, rights-of-way, environmental status, easement rights, governmental or departmental jurisdiction or similar matters may complicate the project in a manner that could not reasonably be anticipated at this time. Any change to the scope of the project required by such conditions as are listed above, or any duplication of services necessitated thereby, may be considered grounds for contract modification or an additional services Agreements.

V. Contract Amount

The Client shall pay the Consultant as follows

A. Basic Services

The Client agrees to pay the Consultant a maximum fee of \$129,930.00 for Basic Services. Fees for Basic Services will be charged on an hourly basis for percent completion of the Project, plus reimbursable costs and will not be exceeded without authorization from the Client. The fees assume no substantial change in scope of the Project or services.

B. Hourly Rates

The following hourly rates shall apply to the fees described herein and any additional services requested of the Consultant. Should the project duration exceed one calendar year, these rates may be subject to renegotiation.

Principal Planner/Landscape Architect	\$90.00
Project Planner/Landscape Architect	\$75.00
Staff Planner/Landscape Architect	\$60.00
Principal Engineer	\$105.00



Senior Engineer/Project Manager	\$95.00
Licensed Engineer	\$85.00
R.P.L.S.	\$85.00
Graduate Engineer	\$70.00
Technician	\$60.00
GPS Field Unit	\$100.00
GPS Processing	\$65.00
Surveyor (3-man crew)	\$115.00
Surveyor (2-man crew)	\$95.00
Clerical	\$45.00

C. Additional Services

The Client shall pay the Consultant for any Additional Services authorized and performed including reimbursable expenses. Any Fees for Additional Services will be included as a separate item on the monthly billing statement.

C. Reimbursable Expense

Reimbursable expenses are in addition to payment for Basic Services and Additional Services and includes expenses by the Consultant in the interest of the Project. Reimbursable expenses include such items as:

1. Reprographic Services
2. Postal/delivery services (as necessary to complete project in a timely manner)
3. Any out of town transportation (@ \$.32/mile)
4. Long distance telecommunications (if any is required)
5. Cost of maps, surveys, drawings and reports necessary to conduct work
6. Cost of Obtaining Permits

E. Payment

The Client agrees to pay the Consultant monthly based on billings for services rendered plus reimbursables. Invoices for services provided will be mailed, delivered, or faxed once a month for percent of work completed, as defined in the scope of services.

Payment is due upon 30 days of receipt of invoice. Payments are to be made to:

Hall/Bargainer, Inc.
 400 W. Main,
 Suite 220
 Round Rock, Texas 78664
 512.238.8912

VI. Indemnification

In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultants, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only these damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Consultant.

VII. Conditions of Agreement

- A. The proposal shall remain valid and in effect for a period of (30) thirty days
- B. This Agreement may be terminated by the Client upon at least (7) seven days written notice to Hall/Bargainer, Inc. in the event the project is permanently abandoned.
- C. This Agreement may be terminated by either party upon (10) ten days written notice should either party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
- D. In the event of termination or suspension, Hall/Bargainer, Inc. shall be paid its compensation up to and including the date of abandonment, suspension or termination for all incomplete phases, plus other fees as may have been authorized by the Client for Additional Services, reimbursements and payments provided herein.
- F. Original drawings shall remain the property of Hall/Bargainer, Inc. The Consultant will provide the Client one signed set of reproducible.
- E. This Agreement shall be governed by the law of the principal place of business of the Consultant.

VIII. Arbitration

Any controversy or claim arising out of or relating to the formation, interpretation, application, enforceability, or breach of this Agreement, including disputes as to which persons or entities may be liable hereunder, shall be settled by arbitration at the City of Georgetown in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any such arbitration shall be entitled to recover arbitration costs and reasonable attorney's fees, as determined by the arbitrator(s), in addition to any other relief available.

**IX. Approval and Acceptance**

This agreement is approved and accepted by the Client and Consultant upon both party's signing and dating the Agreement, and returning a signed copy to the Consultant. The effective date of the Agreement shall be the last date entered below.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Tim A. Bargainer'.

Tim A. Bargainer, ASLA, CLARB
Hall/Bargainer, Inc. (Consultant)
Principal

Accepted: _____

A handwritten signature in dark ink, appearing to read 'John C. Doefler'.
Judge John Doefler
Williamson County Courthouse

Date: 8-15-00

AGENDA ITEM 35

Discuss and take appropriate action on scope of work defined by Prime Strategies for November bond package.

No action was taken during the morning session of Commissioners Court meeting.

COMMISSIONERS COURT RECESSED AT 11:26 A.M. ON TUESDAY, AUGUST 15, 2000

COMMISSIONERS COURT RECONVENED AT 1:47 P.M. ON TUESDAY, AUGUST 15, 2000

Prime Strategies Mike Weaver addressed the court and answered all questions.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve scope of work defined by Prime Strategies for November bond package to be paid on an hourly basis.

Vote: Motion carried 4 – 0 with Commissioner Hays absent from the dais.

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