

**AGENDA ITEM 33**

Consider approving Work Authorization No. 1 for Landscape Architectural services between Hall/Bargainer and Williamson County for Berry Springs Park.

Moved: **Commissioner Hays**

Seconded: **Judge Doerfler**

Motion: To approve Work Authorization No. 1 for Landscape Architectural services between Hall/Bargainer and Williamson County for Berry Springs Park.

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

< Attachment >

**Contract No. 264-0207**

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**ATTACHMENT A****WORK AUTHORIZATION NO. 1**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Hall Bargainer, Inc., planners & landscape architects, 400 W. Main, Suite 220, Round Rock, Texas 78664 (*the "Landscape Architect"*).

**Part 1.** The *Landscape Architect* will provide the following Landscape Architectural services:

**Scope of Work**

Consultant shall provide park master planning and Texas Parks and Wildlife grant submittal services for Berry Springs Park, necessary for development of the above referenced project in Georgetown, Texas. It is the Consultants intent to work in effective cooperation with the Client to achieve an appropriate and efficient implementation of the project elements.

Conceptual park master plan, final master plan, grant preparation and submittal, as described under Basic Services.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is **\$148,000.00**.

**Part 3.** Payment to the *Landscape Architect* for the services established under this Work Authorization shall be made in accordance with the Agreement.

**Part 4.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon the completion of the Basic Services, unless extended by a Supplemental Work Authorization.

**Part 5.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

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## ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

LANDSCAPE ARCHITECT:  
Hall / Bargainer, Inc.  
By: [Signature]  
Signature  
TIM A BARGAINER  
Printed Name  
VICE PRESIDENT  
Title  
July 30, 2002  
Date

COUNTY:  
Williamson County, Texas  
By: [Signature]  
Signature  
John C. Doenfler  
Printed Name  
County Judge  
Title  
8-13-02  
Date

## LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Landscape Architect
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

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**EXHIBIT A****Services to be Provided by County**

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.
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 reasonable 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.
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**EXHIBIT B****Services to be Provided by Landscape Architect****I. Basic Services**

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

**A. Data Collection/Inventory/Survey**

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 any portion of the project subject to City of Georgetown permitting
  - b. 1' Topographic survey for the entire Project (including records search)
  - c. 1995 digital ortho quads (infrared aerial photos) of entire project
  - d. Current FEMA Flood Plain data
2. Provide Surveying services as necessary, to adequately accomplish the scope of work defined in this agreement.
3. Digital Photographic inventory of entire project, so to provide an accurate source of existing conditions, and serve as visual record for future references.

**1. Design Development**

The Consultant shall prepare design development drawings for the Consultants portion of work. The design development plans will define the character and essentials of the project concept, including description of materials.

Prepare illustrative plans of selected areas of the site depicting developed design concept refining and defining the client directed schematic concept.

Develop plans, sections, sketches or other illustrative materials to convey the character of the proposed alternatives.

Consultant will explore and present the alternatives, addressing and considering, no less than, the following:

- A. Finished grading and surface drainage of roadways and parking.
- B. Fences, Screen Walls, retaining walls, and any high interest vertical elements.
- C. Preservation of existing trees, drainage ways and other areas to be left undisturbed.
- D. Site Signage and Graphics.
- E. Planting and Soil Amendments.

Review design development with Client for approval and authorization to proceed.

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2. *Construction Documentation*

Upon Client's approval of the design development plans and the Consultants opinion of probable construction costs, the Consultant prepares drawings necessary to establish size, shape, dimensions and capacity of the work. Consultant shall compliment drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the work. Consultant shall coordinate all utility needs with the Client and utility service provider.

Coordinate construction drawings and specifications with other consultants.

Prepare Consultants opinion of probable construction costs, including appropriate escalation factors and contingencies.

Consultant shall review final construction documents and opinion of estimated cost with the Client for approval and authorization to proceed.

3. *Regulatory Documentation*

As requested by the Client, the Consultant shall assist the Client in filing the appropriate plans and documents with the Texas Department of Licensing and Regulation (T.D.L.R.), Architectural Barriers Division, Texas Natural Resource Conservation Commission (T.N.R.C.C.) and City of Georgetown, Texas, having jurisdiction over the project, for project review and comment. Consultant shall communicate with state Architectural Barriers Division staff, T.N.R.C.C. officials and city staff to verify ordinance interpretation and compliance. Consultant shall review modifications requested by the regulatory agencies with the Client. Revise drawings, approved by the Client, and submit the documents to the appropriate agency for final processing and approvals.

*Note: All Opinions of probable construction costs represent the Consultants best judgment as a professional landscape architectural firm, 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.*

4. *Bidding and Negotiating*

As requested by the Client, the Consultant shall assist in obtaining and evaluating bids or negotiating proposals, and assist in awarding and preparing contracts for construction.

Consultant shall coordinate bidders list with Client and establish General Requirements section of specifications for bidding procedures and schedules.

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## 5. Construction Observation

Consultant shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with the design intent and construction documents. *(Schedule of visits to be commensurate with Contractors schedule of construction)* On the basis of its observations while at the site, the Consultant will keep the Client informed of the progress of construction. The Consultant may recommend to the Client the rejection of work failing conformance to the contract documents.

The Consultant shall prepare and process change orders only with prior approval of Client.

The Consultant shall endeavor to secure compliance by the contractor to the plans and specifications. The Consultant shall not be responsible for construction means, methods, techniques, sequences, or procedures in connection with the work and the Consultant shall not be responsible for the contractor's errors or omissions or failure to carry out the work in accordance with the contract documents.

## II. 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. Traffic impact Analyses
  - B. Bridge Design
  - C. Hazardous Site Assessments
  - D. Land Acquisition services
  - E. Easement acquisition or vacation
  - F. Bore services
  - G. Preparation of As-built drawings
  - H. Assistance or representation in litigation concerning the property or proposed project
  - I. Services required after final acceptance of construction work
  - J. Geotechnical research
  - K. Environmental study (i.e., Phase 1 Permit)
  - L. U.S. Fish and Wildlife Service: (Environmental Assessment Report)
  - M. Providing services other than those outlined in Basic Services.
  - N. Revisions to drawings previously approved by the Client due to changes in: Project scope, budget, schedule, or when such revisions are inconsistent with written approvals or instructions previously given; enactment or revision codes, laws, or regulations subsequent to the preparation of such documents.
  - O. Preparation of presentation materials for marketing or purposes other than in-progress approvals.
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- P. Preparation of as-built drawings
  - Q. Public or other presentations beyond those described in Basic Services.
  - R. Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
  - S. Providing professional services for the field selection of plant materials.
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**EXHIBIT C**

**Work 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. We anticipate the following schedule:

We are prepared to begin immediately upon execution of this agreement



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EXHIBIT D

Fee Schedule

Labor Fee/Basic Services

Park Design (Phase I - non grant)

<u>Total Landscape Architectural Services – to be provide at a lump sum fee of</u>	<u>\$45,500.00</u>
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<u>Total Engineering Services - to be provide at a lump sum fee of</u>	<u>\$102,500.00</u>
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<b>Total lump sum fee proposal if all items are accepted</b>	<b>\$148,000.00</b>
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**AGENDA ITEM 34**

Consider approving change order for construction on Brushy Creek Regional Trail.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve a change order for Keystone Construction, Inc., in the amount of \$30,000 for construction on Brushy Creek Regional Trail.

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

< Attachment >

**Keystone Construction Inc.  
P.O. Box 160938  
Austin, Texas 78716-0938**

**Contractor's Change Proposal**

To: Architect/Engineer

Re: Your request 8/1/02

Project: Williamson County Trails Project Brushy Creek Regional Trail

Item Description	
Additional Parking on County park property	\$10,000
Additional Signage	\$ 5,000
Cedar Tree Removal	\$ 5,000
Netting between trail and golf course	\$ 5,000
Jute Mat	\$ 5,000

*approved 8-13-02  
John C. Daefler*