

AGENDA ITEM 36

Consider approving professional services contract for mitigation of Lake Creek flood control projects.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To approve a professional services contract with Hall/Bargainer, Inc., in the amount of \$13,345 for mitigation of Lake Creek flood control projects.

Vote: 4 - 0

< Attachment >

Contract No. 267-0207

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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"*).

Part1. The *Landscape Architect* will provide the following Landscape Architectural services:

Scope of Work

Consultant shall facilitate the mitigation planting for two portions of the Lake Creek Area Trails and Open Space Project as referenced above in Williamson County, Texas(Please see items A and B below). It is the Consultants intent to work in effective cooperation with the Client to achieve an appropriate and efficient implementation procedure for all mitigation projects.

- I.) Lake Creek Channel shall be mitigated as approved by a Letter Of Permission (LOP) granted by the United States Army Corp of Engineers (USACE) project number 199800464.
- II.) Lake Creek Tributary II shall be mitigated as approved by an LOP granted by USACE project number 200100525.

All work shall be done in accordance with the conditions set forth in the above referenced LOP's. This work authorization shall include but is not limited to:

- 1. Tree Availability research
- 2. Planting specifications & Maintenance guidelines
- 3. Bid Negotiations & Pre-Construction Meeting

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$13,345**

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.

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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: Phil P. Wank

Signature

Phil P. Wank

Printed Name

Principal

Title

9.17.02

Date

COUNTY:

Williamson County, Texas

By: John C. Doerfler

Signature

John C. Doerfler

Printed Name

County Judge

Title

9-17-02

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:

1. Tree Availability research

Consultant shall conduct research activities to assist Williamson County in locating the substantial amount of plant material required by the Letters of Permission (LOP) in order to establish the planting schedule and provide a materials availability study as an appendix to the planting guidelines.

2. Planting specifications & Maintenance guidelines

Consultant shall produce a Planting specifications & Maintenance guidelines document to guide contractors and maintenance professionals in the recommended planting procedures and maintenance measures required to maintain survival rates as set forth in above mentioned LOP.

3. Bid Negotiations & Pre-Construction Meeting

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.

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
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- 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.
 - 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

**Mitigation Planting Coordination & Reporting
Landscape Architectural Services**

- | | |
|--|---------|
| 1. Tree Availability Research - <i>to be provided at an hourly fee not to exceed</i> | \$5,100 |
| 2. Planting Specifications & Maintenance Guidelines - <i>to be provided at an hourly fee not to exceed</i> | \$5,100 |
| 3. Bid Negotiations & Pre-Construction Meeting - <i>to be provided at an hourly fee not to exceed</i> | \$3,145 |

| | |
|--|-----------------|
| Total lump sum fee proposal if all items are accepted | \$13,345 |
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COMMISSIONERS' COURT ADJOURNED TO EXECUTIVE SESSION AT 11:25 A.M. ON TUESDAY, SEPTEMBER 17, 2002.

AGENDA ITEM 37

Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

AGENDA ITEM 38

Discuss parcel 405 and 405DE acquisition for State Highway 45 (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

AGENDA ITEM 39

Discuss pending litigation: V. Gordon VS. Williamson County (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

AGENDA ITEM 40

Discuss pending litigation: V. Gordon VS. Williamson County (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)

No action was taken in Executive Session.

COMMISSIONERS' COURT RECONVENED FROM EXECUTIVE SESSION AT 12:02 A.M. ON TUESDAY, SEPTEMBER 17, 2002.

AGENDA ITEM 41

Discuss and take appropriate action on real estate.

No action was taken on this agenda item.

AGENDA ITEM 42

Discuss and take appropriate action on parcel 405 and 405DE acquisition for State Highway 45.

Commissioner Boatright explained that the county has previously agreed to pay for 80 percent, and he would like the court to authorize him and Charlie Crossfield to negotiate for the other 20 percent.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To authorize Commissioner Boatright and Charlie Crossfield to negotiate with TTA for the other 20%, and to come back to the court within 30 days with a recommendation.

Vote: 4 - 0

AGENDA ITEM 43

Discuss and take appropriate action on pending litigation: V. Gordon vs. Williamson County.

No action was taken on this agenda item.

AGENDA ITEM 44

Discuss and take appropriate action on pending litigation: Carolyn Barnes VS. Williamson County.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To hire Dietz and Associates to represent the county.

Vote: 4 - 0