

AGENDA ITEM 24

Discuss and take appropriate action on request to pay fringe benefits for the Historical Museum Director.

Moved: **Commissioner Heiligenstein**

Seconded: **Judge Doerfler**

Motion: To approve amending the agreement with the Williamson County Historical Commission to increase the funding from \$1,000 to \$5,000 between now and October with the understanding that it will be used to help offset fringe benefits for the Historical Museum Director.

Vote: 4 - 0

AGENDA ITEM 25

Discuss and take appropriate action on road bond program.

No action was taken on this agenda item.

AGENDA ITEM 26

Discuss and take appropriate action on jail/courthouse annex expansion.

Ed Lee updated the court on the jail/courthouse annex expansion. He commended Bill Bingham and Otis Coufal from the IT department for doing a great job on the wiring for the jail.

No action was taken on this agenda item.

AGENDA ITEM 27

Discuss and take appropriate action on contract with Hall/Bargainer for the Lake Creek Trails.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the contract with Hall/Bargainer for the design of Lake Creek Trail in the amount of \$45,049 pending clarification of Item A, H, and J under Exhibit A, and pending approval by the County Attorney.

Vote: 4 - 0

< Attachment >



landscape architecture
multimedia

TRANSMITTAL

Tuesday, April 22, 2003

to:
company:
phone:
fax:

Commissioner Mike Heiligenstien
Williamson County, Texas

hbi@hallbargainer.com
phn. 512.238.8912
fax. 512.238.8913

400 w. main, suite 220
round rock, texas 78664

WWW.HALLBARGAINER.COM

from:
company:
phone:
fax:
RE:
sheets faxed:

Tim A. Bargainer, ASLA, CLARB
Hall / Bargainer Inc.
(512) 238.8912
(512) 238.8913
Lake Creek Trail Design

Comments::

Mike,

Joe England asked me to get this proposal for design of the Lake Creek Trail. He asked me to remind you that GBA funds are available for this project. We put it in the form of a Work Authorization through our current agreement with the county.

If you have any questions I would be more than happy to meet with you.

Sincerely,

Tim

A handwritten signature in black ink, appearing to read "Tim A. Bargainer". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Contract No. 262-0207

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ATTACHMENT A**WORK AUTHORIZATION NO. 2**

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

The purpose of the services proposed herein is to provide professional consulting services, landscape architectural services, civil engineering, and surveying necessary for the preparation, and implementation of the Lake Creek Trail Project (hereinafter called the "Project"). It is the Consultants intent to work in effective cooperation with the County and all other affected 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:

Data Collection, Inventory & Preliminary Routing Concept for the Project.
Development Drawings, Permitting, Bidding/Negotiating and Construction
Observation Services necessary for construction of the Project; primary trail and supporting facilities, for Williamson County, Texas.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **\$45,049**

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 / Bergainer, Inc.

By: 

Signature

TIM A. BERGAINER

Printed Name

VICE PRESIDENT

Title

4.22.03

Date

COUNTY:

Williamson County, Texas

By: 

Signature

John C. Doerfler

Printed Name

County Judge

Title

7-1-03

Date

* pending clarification of A.H. & J.
pending approval of County Attorney
JCD

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 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.
-

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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

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, as deemed necessary for design and permitting of the project.
 - b. Topographic survey in 1' or 2' contour interval's, as deemed necessary for design and permitting of the project.
 - c. Obtain and utilize 1995 or more current digital ortho quads (infrared aerial photos) of project site
 - d. Current FEMA Flood Plain data
2. Digital Photographic inventory of project, so to provide an accurate source of existing conditions, and serve as visual record for future references.

do we
have from
B-A?

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, as necessary.

Develop plans, sections, sketches or other illustrative materials, as deemed necessary, to convey the character of the proposed development concept.

Consultant will explore and present the proposed development concept, addressing and considering, no less than, the following:

- A. General grading and surface drainage requirements.
- 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.
- F. Consultant's opinion of probable construction costs

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.

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 probable construction 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, and City of Austin, Texas, having jurisdiction over the project, for project review and comment. Consultant shall communicate with state Architectural Barriers Division staff 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.

5. *Construction Observation*

Consultant shall make periodic visits to the site to familiarize itself generally with

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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. W.P.A.P. permitting if required by T.C.E.Q.
 - B. Traffic impact Analyses
 - C. Bridge Design
 - D. Hazardous Site Assessments
 - E. Land Acquisition services
 - F. Easement acquisition or vacation
 - G. Bore services
 - H. Preparation of As-built drawings
 - I. Assistance or representation in litigation concerning the property or proposed project.
 - J. Services required after final acceptance of construction work
 - K. Geotechnical research
 - L. Environmental study (i.e., Phase 1 Permit)
 - M. U.S. Fish and Wildlife Service: *(Environmental Assessment Report)*
 - N. Providing services other than those outlined in Basic Services.
 - O. 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.
 - P. Preparation of presentation materials for marketing or purposes other than in-progress approvals.
-

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- Q. Preparation of as-built drawings
 - R. Public or other presentations beyond those described in Basic Services.
 - S. Provide consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services.
 - T. 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

**Lake Creek Trail
Professional Services**

Total lump sum fee proposal if all items are accepted **\$45,049**

Hall-Bargainer, Inc.			Williamson County - Lake Creek Trails #262				
Landscape Architects and Planners			Option of Probable Construction Costs				
Item No.			Quantity	Unit	Unit Cost	Item Total	Category Subtotal
Remarks							
Optimist Trail							
A	6' Granite Trail		7,000	LF	\$18.00	126,000.00	
B	8' Concrete trail		300	LF	\$28.00	8,400.00	4" granite, 4" road base, w/ stabilizer
C	125' span x 8' wide pedestrian bridge		1	EA	\$50,000.00	50,000.00	6' trail, 2' separation for posts - conc. w/ wwm
D	60' span x 8' wide pedestrian bridge		1	EA	\$25,000.00	25,000.00	weathered steel; wood deck
E	Bridge Abutments		4	EA	\$15,000.00	60,000.00	weathered steel; wood deck
F	30' pedestrian footbridge/boardwalk		1	EA	\$5,000.00	5,000.00	rein. Conc. Abutments, three piers
G	Vehicle/Pedestrian Separation		325	LF	\$15.00	4,875.00	treated joists on concrete piers; recycled lumber decking
H	Parking Lot Striping		1	LS	\$500.00	500.00	concrete ramp, detectable warning surface, fixed bollard
I	Concrete Wheel Stops		30	EA	\$30.00	900.00	Optomist Parking Lot
						Subtotal	\$280,675.00
Subtotal of all Construction Costs							\$280,675.00
Mobilization and Contingencies (10%)							\$28,067.50
Design Fees							\$37,049.10
Survey Fees							\$8,000.00
Amount of Projected Costs							\$353,791.60
Client Budget allocated from GBA funds							\$354,000.00
Estimated Budget Remaining							\$208.40



planning
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WWW.HALLBARGAINER.COM

TRANSMITTAL

April 17, 2003

TO:

Judge John Doerfler
Commissioner Mike Heiligenstein
Commissioner Greg Boatright
Commissioner David Hays
Commissioner Frankie Limmer
Gene Taylor, County Attorney
Williamson County Commissioners Court

COMPANY:

FROM:
COMPANY:
PHONE:
FAX:
RE:

Philip Wanke
Hall Bargainer, Inc.
512.238.8912
512.238.8913
Lake Creek Trail Design Contract
Clarification as requested in Commissioners Court
July 1, 2003, Agenda Item 27

Comments:

Attachment A Item A:

A. W.P.A.P. permitting if required by T.C.E.Q.

T.C.E.Q. permitting requirements are determined by area of disturbance and is yet undetermined until initial design is finished and a meeting is held with T.C.E.Q. If permitting is necessary, we anticipate the services required will not exceed \$7,500.

Attachment A Item H:

H. Preparation of As-built drawings

As-built drawings are not a standard service provided for design. As-built drawings are generally provided by the contractor if significant changes were made that deviated from the initial design. Occasionally clients will request that we modify our design files to reflect As-built changes and that is why it is identified as an additional service.

Attachment A Item J:

J. Services required after final acceptance of construction work.

If additional services are required after final acceptance of construction, services will be charged hourly based on our hourly schedule below. Contractors are required to warranty their work for one year.

Hourly Rates: apply to additional services such as construction observation, site plan revisions, renderings for marketing and any other services beyond the basic services description.

Principal Landscape Architect:	\$ 145.00 /hr.
Project Manager:	\$ 125.00 /hr.
Staff Landscape Architect:	\$ 100.00 /hr.

"we play well with others."

AGENDA ITEM 28

Discuss and take appropriate action on a fireworks ban for Williamson County Regional Park.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To approve the fireworks ban for Williamson County Regional Park.

Vote: 4 - 0

< Attachment >



Williamson County

Parks and Recreation Department

Memorandum

TO: John Doerfler, Judge
Commissioners
Williamson County

FROM: Jim Rodgers
Parks and Recreation

DATE: June 27, 2003

RE: Fireworks in Williamson County Parks

After hearing neighborhood concerns on fire hazards and with an interest in protecting park property it is recommended that the Commissioners Court approve the following:

Fireworks - No person shall possess or discharge fireworks in any county park.

In researching the topic it should be noted that use of fireworks are prohibited in all Hays and Travis County parks, as well as on LCRA park property.

approved 7-1-03
John C. Doerfler