

AGENDA ITEM 44

Consider approving proposal with Raba Kistner for preliminary geotechnical study on 235-acre addition to Southwest Williamson Co. Regional Park.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Heiligenstein**

Motion: To approve proposal with Raba Kistner for preliminary geotechnical study on 235-acre addition to Southwest Williamson County Regional Park.

Vote: 4 - 0

< Attachment >

Engineers, Geologists, Hygienists and Environmental Scientists



Raba-Kistner-Brytest Consultants, Inc.
8200 Cameron Rd., Suite C-154
Austin, Texas 78754
(512) 339-1745 • FAX (512) 339-6174

PAA01-053-00
May 25, 2001

The Honorable Judge John Doerfler
Williamson County Commissioner's Court
Williamson County Courthouse
710 Main Street, 2nd Floor
Georgetown, Texas 78626

RE: Proposal
Preliminary Geotechnical Study
235-Acre Addition
Southwest Williamson County Regional Park
Williamson County, Texas

We are pleased to provide this proposal for Geotechnical Engineering Services as you requested.

The objective of our study will be to determine subsurface materials and conditions at the site to provide preliminary geotechnical recommendations for design of the proposed park addition which includes roadways, parking, building slabs, buried utilities, and sports fields. Additionally, we propose to provide natural resource reserves analysis; recommendations for use on on-site materials for construction purposes; and provide construction recommendations.

Land Strategies, Inc. will act as the Williamson County Commissioner's Court representative. We understand all relevant and available base maps and aerial photography will be provided to us by Land Strategies, Inc.

All property access arrangements to the borehole locations will be made by others. We assume this includes staking of the borehole locations in the field; and clearing and earthwork, if required.

Guidelines for rock excavation will be made, however, we cannot determine excavation means, methods or sequences. Ultimately, prospective contractors should rely only upon test pits and their own experience prior to submitting bids.

Scope of Work

We propose to explore the subsurface materials and conditions at the site by drilling 6 borings to maximum depths of 10 feet in the established 1000-foot interval grid pattern across the site.

Subsurface water observations will be conducted in each boring before drilling fluid is used to advance the borings. The samples recovered from the borings will be visually logged in the field, sealed in plastic to reduce moisture loss, placed in core boxes, and transported to the laboratory for further analysis.

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Existing conditions, strength and index properties, and characteristics of the subsurface materials will be determined by appropriate laboratory tests on selected samples. The information obtained by our field exploration and laboratory tests will be used in engineering studies to establish preliminary geotechnical design for proposed roadways, parking, building slabs, buried utilities, and sports fields. Additionally, we propose to provide natural resource reserves analysis; recommendations for use of on-site materials for construction purposes; and provide construction recommendations.

The results of our analyses will be presented in ten copies of a written engineering report. Additional copies of our report are available at the request of the client for \$50 each.

Budget Estimate

Our fee for the study outlined will be performed for a lump sum of \$4,950. Historically, the cost of our field services is about 45 percent of our total fee. These services are predominantly provided by subcontractors. In order to promptly pay our subcontractors and continue to be able to respond to your needs, we will send you an interim invoice for 45 percent as soon as the field exploration phase of our study is complete. This estimate is not applicable after 90 days from the above date.

This estimate does not include costs incurred to provide access to the boring locations which may be inaccessible to our truck-mounted drill rigs and support vehicles.

It is the owner's responsibility to provide the location of all underground utilities in the vicinity of our borings. We cannot accept responsibility for penetrating any utility not located by the owner. Should unanticipated conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the study, we will contact you before proceeding with any additional work. Our study will be carried out in accordance with the items discussed in this proposal, our Schedule of Fees for Professional Services, and our Standard Terms and Conditions (Attachments I and II).

Client recognizes that time is of the essence with respect to payment of Engineer's invoices, and that timely payment is a material part of the consideration of this agreement. Client shall pay Engineer for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by Engineer from time to time, but no more frequently than every two weeks, and shall be due and payable within thirty (30) calendar days of invoice date. If Client objects to all or any portion of an invoice, Client shall so notify Engineer within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

If this proposal meets with your approval, please return one signed copy to provide written authorization for us to begin work. We will be able to schedule the drilling services only after we receive your authorization to proceed and notification the borings have been staked in the field. We have also included an attachment titled "Other Considerations" for your use. Should

Raba-Kistner

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you need any additional information about other services for this project or for future projects, please complete this form.

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project.

Very truly yours,

RABA-KISTNER-BRYTEST CONSULTANTS, INC.



Daniel L. Franklin, Jr., P.E.
Vice President



Everett Z. Clements, S.E.T.
Project Manager

Approved By:


(Signature)

MIKE HEILIGENSTEIN
(Printed or Typed Name)

COUNTY COMMISSIONER
(Title)

Encl: Attachments I & II

6-12-01
(Date)

PAA01-053-00
May 25, 2001**ATTACHMENT I****RABA-KISTNER-BRYTEST CONSULTANTS, INC.****SCHEDULE OF FEES FOR PROFESSIONAL SERVICES**

<u>PERSONNEL:</u>	Principal	\$125 to \$200/hour
	Professional	\$35 to \$95/hour
	Technical/Clerical/Administrative	\$20 to \$45/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner-Brytest Consultants, Inc. (RKBCI) will be charged according to their professional classification.

EXPENSES: Use of computer hardware and software (additional charge)

Computer-aided drafting \$30/hour

Computerized word processing,
data base and spreadsheet
management, and modeling \$15/hour

Use of company automobiles will be charged at \$0.42 per mile. Automobiles and light trucks assigned to field sites will be charged at \$30.00 per day, plus \$0.42 per mile over 50 miles per day.

Other project-specific charges for use of RKBCI equipment or for RKBCI testing will be in accordance with established fee schedules. All other project-specific, third-party costs will be charged at cost plus 15 percent.

PAYMENT: Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing rate. Past due invoices may be subject to late charges at the rate of 1½ percent per month (18 percent annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Preparation of non-standard invoices will be charged in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions. The proposal to which this schedule is attached is valid for 90 days from the date of the proposal.

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ATTACHMENT II

RABA-KISTNER-BRYTEST CONSULTANTS, INC.

STANDARD TERMS AND CONDITIONS

1. Raba-Kistner (R-K) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). R-K will be compensated largely on the basis of the time required in rendering these professional services—not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.
2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. R-K makes no other warranties or guarantees, expressed or implied.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate do not include removal of any waste or cuttings from the site. Such materials will be containerized and left at the site.
6. The scope of work and cost estimate do not include removal of any waste or drill cuttings from the site. The results of sample analyses or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes title to said materials.

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7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

In the event samples contain hazardous constituents, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.
9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.
10. The scope of work and cost estimate do not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
11. R-K will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services.

In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information.

The report and other instruments of service are prepared for, and made available for the sole use of, the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

12. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's general liability insurance coverage of \$1,000,000. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed our fees.

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13. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in the preceding paragraph, or result from acts or omissions of CLIENT.
14. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; b) The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

AGENDA ITEM 45

Consider approving portion of Cottonwood Trail Phase 2 to be on county right-of-way.

Moved: **Commissioner Limmer**

Seconded: **Commissioner Heiligenstein**

Motion: To approve portion of Cottonwood Trail Phase 2 to be on county right-of-way on CR 199.

Vote: **4 – 0**

AGENDA ITEM 46

Consider approving Utility Relocation Procedures for the county.

Moved: **Commissioner Hays**

Seconded: **Commissioner Heiligenstein**

Motion: To approve Utility Relocation Procedures for the county.

Vote: **4 - 0**

< Attachment >