

AGENDA ITEM 25

Consider approving additional services proposal for Horizon Environmental for Williamson County Regional Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the additional services proposal for Horizon Environmental for Williamson County Regional Park.

Vote: 3 - 0

< Attachment >

Horizon

Corporate
Headquarters:
Austin, TX

Offices:
Beaumont, TX
Houston, TX
Karnes City, TX
Pittsburg, TX
San Antonio, TX
Shreveport, LA
Ann Arbor, MI
Canton, MI

29 April 2002

The Honorable Judge John Doerfler
Williamson County Commissioner's Court
710 Main Street, 2nd Floor
Georgetown, Texas 78626
Via Fax: (512) 328-6172

RE: Proposal for services requested at the 575-acre addition to the Southwest Williamson County Regional Park, Williamson County, Texas.
HJN 000201

Dear Judge Doerfler:

Please accept this letter as Horizon Environmental Services, Inc.'s (Horizon's) proposal to cover the expenses related to a geologic assessment, including appropriate forms, and site geologic map, according to Texas Natural Resource Conservation Commission (TNRCC) Edwards Aquifer Rules (30 TAC 213). Horizon provided a copy of this report in January 2002 that was combined with the Geologic Assessment for the 235-acre tract

TERMS

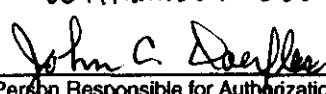
The cost for the geologic assessment (including geologic maps, site location map, geologic stratigraphic column, completed TNRCC geologic assessment forms, and Geologic Assessment Table) is \$8500. Additional services that might be required in the future, which are not proposed herein, include labor-intensive excavation, biological sampling, development of conservation areas, plans for significant features, surveying downgradient or adjacent properties, or coordination with regulatory agencies (e.g., Texas Natural Resource Conservation Commission or US Fish and Wildlife Service). If meetings or additional site visits are needed, these services will be performed on a time-and-materials basis.

If a firm other than Williamson County will be responsible for payment, Horizon requires a 50% deposit or approved Financial Questionnaire for new clients. Horizon will not proceed with additional services without your prior written approval. Proposed costs are valid for 6 months. Contracts must be renegotiated if requested information is not provided within 6 months. If the terms of this agreement are acceptable, please sign below and return one copy of this letter (via fax or mail) as Horizon's notice to proceed.

Sincerely,
For Horizon Environmental Services, Inc.



Kristin Miller
Senior Geologist/Principal I

Williamson County
 5-14-02
Person Responsible for Authorization and Payment Date
Williamson County
Organization
710 Main Suite 201
Billing Address
Georgetown, Texas 78626
City, State Zip
512-943-1550 512-943-1662
Phone # Fax #

**Terms: Payment is due upon receipt of invoice.
Amounts due after 30 days subject to service charge.**

HORIZON ENVIRONMENTAL SERVICES, INC.

000201.expenseletter.c
P.O. Box 162017 • Austin, Texas 78716 • 2600 Dellana Lane, Suite 200 • Austin, Texas 78746
(512) 328-2430 • FAX (512) 328-1804 • <http://www.horizon-esi.com>

AGENDA ITEM 26

Consider approving additional services contract for Raba-Kistner for Williamson County Regional Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the additional services contract for Raba Kistner for Williamson County Regional Park, with an amendment to the wording to change "City of Austin special inspector services" to "City of Round Rock special inspector services" on the first page.

Vote: **3 - 0**

< Attachment >

Engineers, Geologists, Hygienists and Environmental Scientists



PAD02-030-00
April 29, 2002

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

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

Re: Construction Materials Testing Services
Williamson County Regional Park Phase 1
Williamson County, Texas

Dear Judge Doerfler:

Raba-Kistner is pleased to submit our unit cost proposal to provide the construction materials observation and testing services on the referenced project.

Our opinion of probable cost is **\$38,574.00**.

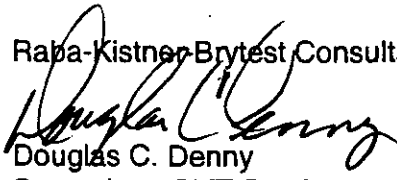
Our scope of work includes the observation and testing of the following construction materials: soils, concrete, asphaltic concrete, structural masonry, drilled piers, reinforcing steel, and structural steel.

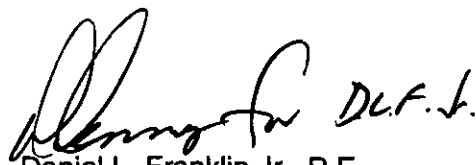
This proposal may serve as Raba-Kistner-Brytest Consultants, Inc.'s work agreement for the above referenced project. Please sign Attachment I, initial every page of each attachment, fill out the Report Distribution List, and return one signed original to our office as authorization for Raba-Kistner-Brytest Consultants, Inc. to begin work. If you choose to issue your own purchase order or work agreement, please reference our proposal number.

Thank you for allowing Raba-Kistner the opportunity to submit our proposal for the construction materials testing and City of Austin "Special Inspector" services. We look forward to working with you during the construction of this project. If you have any questions concerning our proposal or need any additional information, please call us at (512)339-1745.

Sincerely:

Raba-Kistner-Brytest Consultants, Inc.


Douglas C. Denny
Supervisor, CMT Services


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

Attachments: Unit Price Fee Schedule
Scope of Work
Attachment I
Attachment II
Attachment III

UNIT PRICE FEE SCHEDULE CONSTRUCTION MATERIALS TESTING

SOILS:

- | | |
|---|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time, time required for sampling soils, performing in-place nuclear density tests, and site fill observation time. | |
| 2. Moisture/Density Relationship (Proctor) | |
| ASTM D 698: | \$150.00/each |
| TEX 113-E: | \$160.00/each |
| 3. Atterberg Limits Determination - ASTM D 4318: | \$ 50.00/each |
| 4. In-Place Nuclear Density - ASTM D 2922: | \$ 12.00/each |
| 5. Vehicle Travel Charge: | \$ 20.00/round trip |

CONCRETE:

- | | |
|--|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time, sampling concrete for slump test, taking temperature of concrete, and casting concrete cylinders. | |
| 2. Slump Test - ASTM C 143: | \$ 0.00/each |
| 3. Compressive Strength of Concrete Cylinders - ASTM C 39: | \$ 12.00/each |
| 4. Air Content Test - ASTM C 231: | \$ 12.00/each |
| 5. Vehicle Travel Charge: | \$ 20.00/round trip |

CONCRETE REINFORCING:

- | | |
|--|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time and visual observation of concrete reinforcing installation prior to concrete placement. | |
| 2. Vehicle Travel Charge: | \$ 20.00/round trip |

DRILLED PIERS:

- | | |
|---|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time and full time observation of pier drilling operations (one materials technician per drilling rig) including: recording a drilled pier log, verifying bearing material, observe concrete reinforcing, and sample and test pier concrete. | |
| 2. Vehicle Travel Charge: | \$ 20.00/round trip |

Unit Price Fee Schedule
Page Two (2)

MASONRY:

- | | |
|---|---------------------|
| 1. Materials Technician: | \$ 36.00/hour |
| This includes travel time, sampling mortar/grout and casting test samples | |
| 2. Compressive Strength of Mortar Cubes - ASTM C 109: | \$ 10.00/each |
| 3. Compressive Strength of Grout Prisms - ASTM C 1019: | \$ 15.00/each |
| 4. Air Content Test - ASTM C 231: | \$ 12.00/each |
| 5. Vehicle Travel Charge: | \$ 20.00/round trip |

STRUCTURAL STEEL:

- | | |
|--|---------------------|
| 1. Certified Welding Inspector: | \$ 65.00/hour |
| This includes travel time, visual observation of welds performed on site, non-destructive testing of full penetration welds, and torque testing of high-strength bolted connections. | |
| 2. Vehicle Travel Charge: | \$ 20.00/round trip |

ENGINEERING:

- | | |
|-----------------------|---------------|
| 1. Principal Engineer | \$130.00/hour |
| 2. Project Engineer | \$95.00/hour |

REPORTING/MAILING FEE:

- | | |
|---|-------------------|
| 1. Reporting/Mailing Fee: | 7% of total costs |
| This fee includes the review, typing and mailing of all test report information required for the project. | |

SCOPE OF WORK WILLIAMSON COUNTY REGIONAL PARK

GENERAL:

1. We understand that Williamson County Commissioners Court will require the services of experienced engineering technicians on an on-call basis, as scheduled by you or your representatives. We request twenty four (24) hour notifications to properly schedule our work.
2. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:
Vehicle Travel Charge: \$ 20.00/round trip
Technician Travel Time: 1.50 hour/round trip
3. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
4. Any engineering and/or technical services provided on Saturday, Sunday, holidays, and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.3 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. On-site cancellation outside of the "normal" work hours will result in a four (4) hour minimum labor charge.
5. "Normal" work hours are between 7:00a.m. and 6:00p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after nine (9) continuous hours of service rendered during "normal" work hours.
6. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Travis County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner-Brytest Consultants, Inc.

SOILS:

1. Perform one (1) moisture/density relationship test (ASTM D 698, TEX 113) for each type of subgrade material encountered and each type of borrow material utilized on this project.
2. Perform one (1) Atterberg limits determination for each type of subgrade material encountered and each type of borrow material utilized on this project.
3. Perform one (1) in-place nuclear density test (ASTM D 2922) per 2500 s.f., per eight (8) inch lift of subgrade, structural fill, backfill, and flexible base.

Raba-Kistner

Scope of Work
Page Two (2)

CONCRETE:

1. Sample, cast, cure, and test one (1) set of three (3) concrete compressive strength cylinders for every 100 cubic yards of structural concrete placed. One (1) cylinder will be tested at seven (7) days, two (2) cylinders will be tested at 28 days.
2. Perform one (1) slump test per 100 cubic yards of structural concrete placed.
3. Materials technician monitor structural concrete placements including: review batch tickets, report (not control) water added on site, take concrete temperature, test concrete for slump, and cast concrete cylinders.

STRUCTURAL MASONRY:

1. Sampling, molding, curing, and testing of one (1) set of three (3) grout cylinders and three (3) mortar cubes per 5000 square feet of structural masonry wall erected.

ASPHALTIC CONCRETE:

1. One (1) sample of asphalt for every 500 tons placed; will be tested for each day's placement for extraction, gradation, bitumen content, and stability.
2. One (1) asphalt core shall be taken for every 500 tons of asphaltic concrete placed. Cores shall be used to verify thickness and in-place density for asphalt.

CONCRETE REINFORCING STEEL:

1. Engineering review of concrete reinforcing steel specifications, foundation plan, and concrete reinforcing details.
2. Visual observation of concrete reinforcing steel placement, post tension tendon placement, grade beam trenches, and footings prior to concrete placement.

POST TENSIONING:

1. Engineering review of post tensioning plans and tendon stressing records, prior to cutting of cables.
2. Visual observation of post tension tendon stressing operations and recording of tendon elongation measurements for stressing records

DRILLED PIERS:

1. Full time observation of pier drilling operations (one materials technician per drilling rig) including: recording a drilled pier log, verifying bearing material, observe concrete reinforcing, and sample and test pier concrete.
2. Engineering review of geotechnical report, pier drilling specifications, and foundation plan. As well as have a geotechnical engineer on site during the drilling of the first pier only.

RKBCI Proposal No.: PAD02-030-00
Date: April 29, 2002

**ATTACHMENT NO. I
AUTHORIZATION FORM**

WE HEREBY AUTHORIZE RABA-KISTNER-BRYTEST CONSULTANTS, INC (RKBCI)
TO PERFORM THE FOLLOWING SERVICE(S):

Construction Materials Testing including: Soils testing, concrete testing, asphaltic
concrete testing, concrete reinforcing observation, drilled pier observation, structural
masonry

LOCATION WHERE SERVICES ARE TO BE PERFORMED: _____
Williamson County Regional Park, Williamson County, Texas

OPINION OF PROBABLE COST: UNIT PRICE

RKBCI INVOICES WILL BE SENT TO: _____

Attention: _____

SIGNATURE: John C. Doerfler 5-14-02

PRINTED NAME: John C. Doerfler

COMPANY NAME: Williamson County

COMPANY ADDRESS: 710 Main Suite 201

CITY, STATE, ZIP: Georgetown, Texas 78626

PHONE NO.: 512-943-1550 FAX NO.: 512-943-1662

DATE: 5-14-02

Raba-Kistner

Proposal No. PAD02-030-00
April 29, 2002

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.

Proposal No. PAD02-030-00
April 29, 2002

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.

Proposal No. PAD02-030-00
April 29, 2002

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.

Proposal No.: PAD02-030-00
Date: April 29, 2002

**ATTACHMENT NO. III
REPORT DISTRIBUTION LIST**

Please provide RKBCI with project distribution for our submittal of reports on this project.

Client: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Architect: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Engineer: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Contractor: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Other: _____

Attention: _____

Phone No.: _____ Fax No.: _____

Please return this Attachment via fax or mail with signed Authorization Form

AGENDA ITEM 27

Consider approving additional services contract for Moman Architects for design of administration building at Williamson County Regional Park.

Moved: **Commissioner Heiligenstein**

Seconded: **Commissioner Hays**

Motion: To approve the additional services contract for Moman Architects for design of the administration building at Williamson County Regional Park.

Vote: **3 - 0**

< Attachment >