

AGENDA ITEM 22**Consider and approve proposal of Supplemental Geotechnical Study - McNeil Road Improvements from Kleinfelder of Austin.**

Paul Petrich addressed the court on the issue of the need for a supplemental geotechnical survey of the fill soil near McNeil road.

Moved: **Commissioner Boatright**

Seconded: **Commissioner Limmer**

Motion: To approve a preliminary, Supplemental Geotechnical Study for the McNeil Road Improvements by Kleinfelder of Austin, then to consider extra liability insurance on the project.

Vote: 4 – 0.

< Attachment >



October 1, 2003

Williamson County
c/o Mr. Mike Weaver, Program Manager
Prime Strategies, Inc.
1508 South Lamar Boulevard
Austin, Texas 78704

Reference: Supplemental Geotechnical Study
McNeil Road Improvements
Williamson County, Texas

Dear Mr. Weaver:

We appreciate this opportunity to be of service on the *McNeil Road Improvements* project. We met with and reviewed the plans provided to us by Mr. Jim Brewer of Gray-Jansing & Associates, made a preliminary site reconnaissance of the proposed alignment, and reviewed available geotechnical information for the area to prepare this proposal. We also obtained boring logs from PBS&J for soil borings conducted for the SH 45 crossing of McNeil Road. This letter and attachments represent our proposal and fee estimate to successfully complete our recommended scope of services to adequately address the site conditions and prepare geotechnical recommendations and reports for the project.

BACKGROUND INFORMATION

The proposed project is to widen and realign McNeil Road from Howard Lane to the new SH 45 crossing. McNeil Road is currently a two-lane roadway that has dangerous curves between the Austin White Lime quarry and Howard Lane. We understand that an alignment shift is required from the originally designed alignment due to the presence of karst features. As such, new borings will be required to address the pavement design criteria for Williamson County. Our recommended scope for the realigned roadway design investigation is presented as Phase 1.

A new bridge will be constructed between Howard Lane and the quarry to carry McNeil Road over the existing Austin and NW Rail Line and future rail lines and a new haul road for Austin White Lime. Since the originally planned location of the bridge has also changed, additional borings will also be required for the new location as well as the approximately 1,400 linear feet of mechanically stabilized earth (MSE) walls.

Portions of McNeil Road along the present alignment south of SH 45 have limited right-of-way, and the widening is constrained by the quarry on the west and Union Pacific railroad (UPRR) tracks on the east. We understand McNeil Road will be widened by creating a fill embankment along the west side of the existing roadway, in the direction of the quarry. We recommend

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detailed roadway slope stability and settlement analyses in this vicinity due to the large embankment fills that will be required over a partial rock/partial mine spoil subgrade, as indicated by the limited borings performed for SH 45 along the northern part of the proposed alignment. There are also differential settlements concerns between the existing alignment and the deep fill zone.

PROPOSED SCOPE OF SERVICES

Kleinfelder's role on the project will be to conduct geotechnical evaluations of the site and subsurface conditions, conduct geotechnical evaluations for project design and construction, and present these recommendations in a geotechnical design report (GDR) and a bridge foundation report. More specifically, the objectives of the project, as we understand it, are to:

- 1) Develop geotechnical criteria for design and construction of the road re-alignment/widening, including recommendations for pavement design, fill placement, and compaction, and special site preparation techniques recommended in the deep mine spoil fill areas.
- 2) Provide slope stability analyses of conventional fill or reinforced soil slopes required to widen the portion of the proposed McNeil Road alignment that traverses the existing limestone quarry.
- 3) Develop bridge foundation design recommendations for the proposed railroad crossing.
- 4) Develop geotechnical design recommendations for the proposed 1,400 long mechanically stabilized earth (MSE) approach embankments to the bridge. Our MSE wall evaluations will address the overall suitability of the MSE wall, and will include global stability, bearing capacity, and settlement. The successful contractor on the project will provide the detailed design of the MSE wall system.

Kleinfelder is committed to providing quality service to our clients, commensurate with their wants, needs, and desired level of risk. If a portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by the client, as well as adjustments to our fees.

Field Exploration

We propose to explore the subsurface conditions at the site by drilling borings with a truck-mounted drill rig and excavating test pits with a rubber-tired backhoe. A Kleinfelder geologist or geotechnical technician will log the borings and collect samples during the field exploration. We will conduct sampling using push-tube samplers in cohesive soils, standard penetration samples in granular soils, and a rock auger in rock formations. The recovered samples will be properly labeled and sealed in plastic sheeting or plastic bags, and then placed in core boxes. All samples will be returned to our Austin laboratory for further analysis and testing.

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Upon completion, the borings and test pits will be backfilled with the drill cuttings or excavated soil. If required, borings can be backfilled with a cement/bentonite slurry at an additional cost of approximately \$100 per boring.

For the purpose of preparing this proposal, we have made assumptions of required boring locations based on the standard practice of roadway, bridge, and retaining walls design. The borings will be located in the field by our drilling supervisor, who will also record the exploration coordinates with a hand-held GPS unit so that surveys are not required. We recommend proceeding with the geotechnical investigation for the project in three phases, as described below.

Phase 1: Roadway Geotechnical Design in New Pavement Area (Sta. 76+00 to Sta. 137+00).

Phase 1 will include our investigations, analyses, and geotechnical design report (GDR) along the new alignment of McNeil Road between the existing quarry and Howard Lane.

We propose to explore the pavement subgrade along the alignment where we anticipate native ground (between Sta. 76+00 Sta. 101+50, and Sta. 115+00 to Sta. 121+00) with eight borings spaced at about 500 feet on center and drilled to depths of at least 10 feet or auger refusal. We recommend drilling four borings to depths of 30 feet (or auger refusal in rock) between Sta. 121+00 and Sta. 137+00, where the alignment traverses the existing quarry and we anticipate encountering fill material.

Phase 2: Bridge and MSE Wall Foundation Report.

Phase 2 will address the new bridge location and the MSE walls at the bridge approaches. We recommend drilling six borings to depths of about 30 feet for the proposed bridge abutments and bents. We will locate the borings at the corners of the accessible abutments and bents; borings will not be conducted within inaccessible portions of the existing railroad right-of-way. We will also drill 4 borings to about 15 feet below grade along the centerline of the proposed MSE wall approaches (two borings at each MSE wall). We anticipate bedrock will be encountered within about 10 feet of ground surface at the bridge and MSE wall locations. We will core a minimum of 10 feet into rock at the bridge borings using an NX size core barrel and wet rotary techniques.

PHASE 3: Roadway Geotechnical Pavement Design / Embankment Fill Area (Sta. 137+00 to Sta. 193+20).

Phase 3 will address the portion of McNeil Road that will be widened into the existing quarry.

Borings: Where McNeil Road will be widened west of the existing alignment and within the existing quarry (Sta. 137+00 to Sta. 193+20), we recommend drilling a total 12 borings (spaced at 500 feet center to center) to depths of 25 feet and coring rock (as necessary) for subsequent stability evaluations. Due to the limited right-of-way along the existing road, we will subcontract to Central Texas Barricades for traffic control/flagging operations during our drilling activities.

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We recommend drilling eight borings at the toe of the slope in the base of the quarry so that we can develop detailed cross sections of the site for our stability and settlement analyses. As indicated by some of the previously completed SH 45 borings, as much as 60 feet of mine spoil may be present in some areas, whereas shallow limestone is present near the ground surface in other areas. We recommend coring the borings a minimum of 10 feet into rock to confirm adequate bearing capacity and avoid stopping on a boulder or in a karst area. We have estimated an average depth of 50 feet for these borings. We will attempt to obtain detailed boring locations for the SH45 borings from PBS&J for inclusion in our report.

We will drill a supplemental boring to a depth of 30 feet atop the mound within the quarry near Sta. 186 for informational purposes as requested by Mr. Brewer.

Test Pits: We recommend conducting backhoe test pits to more accurately characterize the limits and content of fill materials in the quarry fill areas. We plan to allow one work-day for the backhoe pits, and will log the tests pits in the field. We do not plan to conduct laboratory testing on samples retrieved from the test pits.

Assumptions

The following assumptions were made in preparing this proposal:

- We assume that Gray-Jansing will provide a site plan with centerline of the road alignment with latitude and longitude coordinates. Every attempt will be made with our hand held GPS unit to locate the boring locations along the alignment.
- Boring location maps will be prepared by others (Gray-Jansing) to be included in our report. No CADD drafting of site maps will be performed by Kleinfelder.
- Right of entry will be coordinated by the county or their representative and authorized by the private landowner(s).
- Delays in obtaining access permission or other required permits are not included and will be charged at actual time and materials costs.
- No weather delays are included, but if encountered may delay our schedule.
- The borings can be performed with a truck mounted drill rig.
- If hazardous materials are encountered during our field investigation, we will immediately stop work and notify the County.

Laboratory Testing

Laboratory tests will be performed on selected samples to evaluate and classify the soils, identify subsurface site characteristics, and provide data for analysis. We will conduct selected laboratory testing on samples that are representative of the materials obtained during the field exploration. The tests will be used to evaluate. The tests selected and the frequency of testing will be based on the subsurface conditions actually encountered. The tests may include:

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- Unit dry weight and moisture content
- Moisture-density characteristics (Proctor tests)
- Atterberg limits (liquid and plastic limits)
- Sieve analyses
- Direct shear
- Unconfined compressive strength for soil and rock

Engineering Analyses

Our project engineer will supervise the field and laboratory investigative phases, and review the results of all field and laboratory tests. We will provide flexible pavement design recommendations for the proposed roadway widening and new roadway per Williamson County and AASHTO pavement design criteria. We will conduct slope stability analyses for conventional fill or reinforced soil slopes required for those portions of McNeil Road that traverse the existing limestone quarry.

We will conduct evaluations for deep foundation design at the bridge supports, which will include axial and lateral pile capacities, and necessary geotechnical calculations for the bridge approaches and abutments. We will conduct geotechnical design evaluations for suitability and global design of the proposed MSE walls at the approach embankments for the bridge.

Report Preparation

The results of our field explorations, laboratory testing, and engineering analyses will be summarized in two reports for the project. We will prepare a stand-alone foundation report (FR) for the bridge and MSE wall approach embankments, and a roadway geotechnical design report (GDR) that will summarize the Phase 1 and Phase 3 investigations and roadway design recommendations.

We will provide six bound copies of the FR and GDR reports. Both reports will include the following information:

- A description of the proposed project
- A description of the field investigation conducted at the site
- A description of the laboratory testing conducted for the project
- A summary of the surface and subsurface site conditions encountered during our field investigation
- A discussion of the local geology at the site
- Recommendations related to the geotechnical aspects of:
 - Site preparation and engineered fill
 - Suitability of reuse of existing materials as fill

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- Special site preparation techniques required in deep mine spoil fill areas
- Permanent embankments constructed of conventional fill and/or reinforced soil slopes
- Erosion protection of permanent slopes
- Foundation recommendations for the bridge supports and MSE walls (FR only)
- Asphalt concrete pavements
- Appendices that will include the field investigation logs and laboratory test results

MEETINGS

We anticipate attending up to four meetings with you or your consultants in Austin or Williamson County during the course of this project. The purpose of these meetings will be to discuss the subsurface conditions encountered with respect to the proposed project and any conclusions and/or recommendations presented by Kleinfelder. Meetings beyond those anticipated above will be considered beyond the scope of services outlined herein and will be billed on a time-and-materials basis (in accordance with our 2003 Fee Schedule).

ADDITIONAL SERVICES

Our geotechnical investigation is only a part of the geotechnical/materials testing services that are necessary during design and construction of the project. Subsequent services that we offer include:

- Review of the project plans and specifications. We recommend this task be performed as a means of verifying the recommendations contained in our geotechnical investigation report for the site are consistent with the requirements of the project as actually designed.
- Construction observation and testing during site development should also be provided by Kleinfelder as a continuation of our design services on this project.

To help the project proceed in an orderly manner and to protect the County's investment in this project, we recommend Kleinfelder provide the services described above. The proposed work scope outlined in this proposal does not include the subsequent services described above. Proposals for these services can be developed as the project progresses.

Environmental Assessment

This proposal does not include an assessment of environmental characteristics involving hazardous or toxic substances.

In the event potentially hazardous materials are identified visually or by odor within our exploratory borings or test pits, such borings and test pits will be immediately terminated and arrangements will be made to backfill with cement grout. We will notify you as soon as possible of such an occurrence in order to mutually decide whether to continue, modify, or cease the

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remainder of the field exploration program. All costs incurred because of encountering suspected hazardous materials will be charged on a time-and-expense basis over and above the estimated fee for the geotechnical site investigation.

ESTIMATED FEES

We estimate our fees to complete the scope of work described above to be approximately \$60,700, based on our 2003 Fee Schedule for Geotechnical/Materials Testing Services, a copy of which is enclosed. Actual charges will be billed on a time-and-expense basis, based on our 2003 rates. We will notify you of events or conditions that arise that may affect the project schedule or budget during the course of the project.

The fees presented in this proposal are based on prompt payment for services presented in our standard invoicing format. Additional charges will be applied for specialized invoicing if backup documentation is needed. These special services will be charged on a time-and-expense basis. Late fees will be charged if payment is not received in accordance with terms contained in the attached standard form of agreement.

SCHEDULE

At the present time, we anticipate we could begin work on the project approximately one week following your authorization to proceed. We will provide results and verbal recommendations upon request and as soon as they become available. Our report should be completed within approximately 6 weeks following completion of the field investigations. The above estimate applies to work performed within 3 months; after that time our fee estimate may need to be revised.

SITE ACCESS

This proposal assumes the site is accessible with our truck-mounted drilling equipment and a rubber-tired backhoe. Necessary removal of fences or gates, permission to enter the site from the current owner or leaseholder, and/or required use-permits must be secured by the Client prior to our initiating field activities. If weather, access, or site conditions restrict our field operations, additional costs may be incurred to modify the exploration program. **Repeated site visits attempts to drill at the client's request during periods of difficult access or poor weather conditions will be billed on a time-and-expense basis.**

Prior to initiating our subsurface explorations, all site utilities and utility easements must be accurately located in the field, on a scaled map, or both. The Client must make this information available to Kleinfelder at least two days before beginning our field investigation. **Kleinfelder will accept no responsibility for damage to existing utilities not accurately located in the manner described above. Kleinfelder will work with the drilling/excavating subcontractors to provide at least 48-hours notice to Dig TESS, as required by law.**

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UNANTICIPATED SUBSURFACE CONDITIONS

If subsurface conditions differ significantly from those anticipated above, we may need to revise our scope and estimated fee in order to complete the project. Should this occur, we will contact you for authorization before proceeding with any additional work.

AUTHORIZATION

A signed copy of the enclosed Geotechnical Services Agreement returned to this office may serve as our formal authorization to proceed. Please note its terms and conditions are an integral part of this proposal. If time is a critical factor, we are prepared to schedule our field investigation based on a signed facsimile of this agreement.

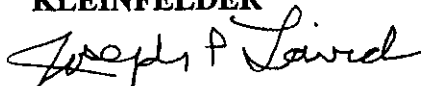
LIMITATIONS

Our work will be performed and findings obtained in substantial conformance with the geotechnical engineering practice that exists within the area at the time of our investigation. No warranty, express or implied, is made. We call your attention to the General Conditions of our Geotechnical Services Agreement. Specifically, Paragraph 6 states: "**Client agrees to limit Consultant's liability due to professional negligence and to any liability arising out of or relating to this Agreement to twenty-five thousand dollars (\$25,000) or the amount of Consultant's fee, whichever is greater. This limit applies to all services on this project, whether provided under this or subsequent agreements.**" Should additional "limitation of liability" be required, we will increase this limitation to \$500,000 upon written request (see enclosed Limitation of Liability Agreement) and receipt of an additional amount of ten percent (10%) of our total fee or \$500, whichever is greater.

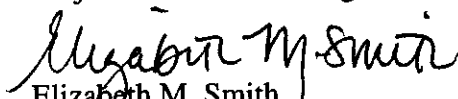
We appreciate the opportunity of presenting this proposal for your consideration. If you have questions regarding this proposal or require additional information, please contact the undersigned.

We look forward to being of service to Williamson County on the McNeil Road project.

Sincerely,
KLEINFELDER



Joseph P. Laird, P.E.
Project Geotechnical Engineer



Elizabeth M. Smith
Senior Geotechnical Consultant

cc: Mr. Paul Petrich, P.E. – HNTB Corporation
Mr. Jim Brewer, P.E. – Gray-Jansing

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KLEINFELDER
Fee Proposal Summary**Project:** McNeil Road Improvements
Location: Williamson County, Texas**Date:** 9/30/03
Engr: Joe Laird**Phase 1: Roadway GDR**

| | |
|----------------------|---------|
| Field Services | \$4,700 |
| Laboratory Services | \$900 |
| Engineering Services | \$4,100 |

| | |
|-------------------------|----------------|
| Phase 1 Subtotal | \$9,700 |
|-------------------------|----------------|

Phase 2: Bridge and Wall Foundation Report

| | |
|----------------------|---------|
| Field Services | \$7,200 |
| Laboratory Services | \$800 |
| Engineering Services | \$9,900 |

| | |
|-------------------------|-----------------|
| Phase 2 Subtotal | \$17,900 |
|-------------------------|-----------------|

Phase 3: Quarry and McNeil Road Study

| | |
|----------------------|----------|
| Subcontractor Costs | \$3,800 |
| Field Services | \$18,400 |
| Laboratory Services | \$2,500 |
| Engineering Services | \$8,400 |

| | |
|-------------------------|-----------------|
| Phase 3 Subtotal | \$33,100 |
|-------------------------|-----------------|

| | |
|--------------------|-----------------|
| Grand Total | \$60,700 |
|--------------------|-----------------|

KLEINFELDER

Fee Proposal Breakdown

Project: McNeil Road Improvements
Location: Williamson County, Texas

Date: 9/30/03
Engr: Joe Laird

Phase 1 Workslope: Roadway Design Borings (Generally 500' c.c., 200 lineal feet of drilling)
 - Sta. 76+00 to Sta. 101+50 (Native), 6 borings @ 10 feet
 - Sta. 115+00 to Sta. 121+00 (Native), 2 borings @ 10 feet
 - Sta. 121+00 to Sta. 137+00 (Fill, Quarry area), 4 borings @ 30 feet

| | <u>Quantity</u> | <u>Unit</u> | <u>Extension</u> |
|------------------------------------|------------------------|-------------|------------------|
| <u>Field Services</u> | | | |
| Mobilization | 2 hours | \$145 | \$290 |
| Drilling and Sampling, Soil | 200 l.f. | \$15 | \$3,000 |
| Geologist (Field Coordination) | 5 hours | \$55 | \$275 |
| Geologist (Field Logging) | 20 hours | \$55 | \$1,100 |
| | Sub Total = | | \$4,700 |
| <u>Laboratory Testing</u> | | | |
| Atterberg Limits | 4 each | \$65 | \$260 |
| Sieve Analyses | 2 each | \$65 | \$130 |
| Minus #200 only | 4 each | \$30 | \$120 |
| Proctor | 1 each | \$200 | \$200 |
| Unit Wt. And Moisture Content | 6 each | \$15 | \$90 |
| Moisture Contents, only | 6 each | \$5 | \$30 |
| | SubTotal= | | \$900 |
| <u>Engineering Services</u> | | | |
| Senior Geotechnical Consultant, PE | 8 hours | \$150 | \$1,200 |
| Geotechnical Engineer, PE | 24 hours | \$105 | \$2,520 |
| Draftsman/Typist | 8 hours | \$45 | \$360 |
| | SubTotal= | | \$4,100 |
| | Phase 1 Total = | | \$9,700 |

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Fee Proposal Breakdown

Project: McNeil Road Improvements
Location: Williamson County, Texas

Date: 9/30/03
Engr: Joe Laird

Planned Improvements: 1400 linear feet of MSE wall
 CMTA Overpass
 Reactions (200 Kips/abutment shaft, 340 kips/bent shaft)
Phase 2 Workslope: 6 borings @ 30 feet for bridge abutments = 180'
 4 borings @ 15 feet for MSE walls = 60'

240'

| | <u>Quantity</u> | <u>Unit</u> | <u>Extension</u> |
|------------------------------------|------------------------|-------------|------------------|
| <u>Field Services</u> | | | |
| Mobilization | 2 hours | \$145 | \$290 |
| Drilling and Sampling, Soil | 30 l.f. | \$15 | \$450 |
| Wet Rotary Coring, rock | 210 l.f. | \$22 | \$4,620 |
| Geologist (Field Coordination) | 8 hours | \$55 | \$440 |
| Geologist (Field Logging) | 24 hours | \$55 | \$1,320 |
| | SubTotal= | | \$7,200 |
| <u>Laboratory Testing</u> | | | |
| Atterberg Limits | 2 each | \$65 | \$130 |
| Minus #200 only | 2 each | \$30 | \$60 |
| Unit Wt. And Moisture Content | 4 each | \$15 | \$60 |
| Moisture Contents, only | 4 each | \$5 | \$20 |
| Unconfined Compression | 16 each | \$30 | \$480 |
| | SubTotal= | | \$800 |
| <u>Engineering Services</u> | | | |
| Senior Geotechnical Consultant, PE | 20 hours | \$150 | \$3,000 |
| Geotechnical Engineer, PE | 60 hours | \$105 | \$6,300 |
| Draftsman/Typist | 12 hours | \$45 | \$540 |
| | SubTotal= | | \$9,900 |
| | Phase 2 Total = | | \$17,900 |

KLEINFELDER
Fee Proposal Breakdown

Project: McNeil Road Improvements
Location: Williamson County, Texas

Date: 9/30/03
Engr: Joe Laird

Phase 3 Workslope: Roadway Design Borings (Generally 500' c.c., 300 lineal feet of drilling)
 - Sta. 137+00 to Sta. 193+00 (Fill?/Native?, Existing McNeil), 12 borings @ 25
 - Traffic Control for Sta. 137+00 to 193+00 borings, 4 days

Investigation in Quarry Bottom

- Toe of Slope Borings (8 @ 50 feet avg. = 400 lineal feet)
 - Mound @ Base of Quarry (1 @ 30 feet)
 - Backhoe Test Pits, 1 day

| | <u>Quantity</u> | <u>Unit</u> | <u>Extension</u> |
|---|------------------------|-------------|------------------|
| <u>Subcontracted Services</u> | | | |
| Central Texas Barricades (Traffic Control) | 4 days | \$700 | \$2,800 |
| Backhoe | 1 day | \$1,000 | \$1,000 |
| | SubTotal= | | \$3,800 |
| <u>Field Services</u> | | | |
| Mobilization | 2 hours | \$145 | \$290 |
| Supplies (GPS unit, core boxes, field supplies) | 1 l.s. | \$500 | \$500 |
| Drilling and Sampling, Soil | 400 l.f. | \$15 | \$6,000 |
| Wet Rotary Coring, rock | 330 l.f. | \$22 | \$7,260 |
| Geologist (Field Coordination) | 8 hours | \$55 | \$440 |
| Geologist (Field Logging) | 70 hours | \$55 | \$3,850 |
| | Sub Total = | | \$18,400 |
| <u>Laboratory Testing</u> | | | |
| Atterberg Limits | 6 each | \$65 | \$390 |
| Sieve Analyses | 3 each | \$65 | \$195 |
| Minus #200 only | 6 each | \$30 | \$180 |
| Proctor | 3 each | \$200 | \$600 |
| Moisture Contents, only | 12 each | \$5 | \$60 |
| Unconfined Compression | 20 each | \$30 | \$600 |
| Direct Shear | 2 each | \$225 | \$450 |
| | SubTotal= | | \$2,500 |
| <u>Engineering Services</u> | | | |
| Senior Geotechnical Consultant, PE | 12 hours | \$150 | \$1,800 |
| Geotechnical Engineer, PE | 56 hours | \$105 | \$5,880 |
| Draftsman/Typist | 16 hours | \$45 | \$720 |
| | SubTotal= | | \$8,400 |
| | Phase 3 Total = | | \$33,100 |

UNIT PRICE FEE SCHEDULE

Geotechnical Investigation
McNeil Road Improvements
Williamson County, Texas

Unit Price

FIELD SERVICES:

| | |
|-----------------------------------|---------------|
| - Mobilization of Drill Rig | \$145.00/hour |
| - Drilling & Sampling, Soil | \$15.00/foot |
| - Wet Rotary Corning | 22.00/hour |
| - Field Geologist | 55.00/hour |

LABORATORY TESTING SERVICES:

| | |
|--------------------------------|-------------|
| - Moisture Content | 5.00/each |
| - Sieve Analyses | 65.00/each |
| - Atterberg Limits | 65.00/each |
| - Minus 200-Mesh Sieve | 30.00/each |
| - Unconfined Compression | 30.00/each |
| - Proctor | 200.00/each |
| - Direct Shear | 225.00/each |

ENGINEERING ,TECHNICAL , AND ADMINISTRATIVE SERVICES:

| | |
|---|-------------|
| - Senior Geotechnical Consultant | 150.00/hour |
| - Project Engineer | 105.00/hour |
| - Staff Engineer/Staff Professional | 85.00/hour |
| - Draftsperson/CAD | 45.00/hour |
| - Administrative I | 45.00/hour |
| - Outside Services | cost+15% |

EXPERT WITNESS TESTIMONY/DEPOSITIONS/FILE REVIEW & PREPARATION:

| | |
|--|-------------|
| - Senior Geotechnical Engineer, P.E. | 175.00/hour |
| - Senior Geotechnical Consultant, Ph.D., P.E. | 250.00/hour |

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KLEINFELDER 3601 Manor Road, Austin, TX 78723 (512) 926-6650 (512) 926-3312 fax

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into between Client, hereinafter defined, and KLEINFELDER ("Consultant"):

Williamson County, "Client"c/o Prime Strategies, Inc.1508 South Lamar BoulevardAustin, Texas 78704**KLEINFELDER, "Consultant"**3601 Manor RoadAustin, Texas 78723

Client engages Consultant to provide professional services ("Services") in connection with the following project:

Geotechnical Study: McNeil Road Improvements; Williamson County, Texas

SCOPE OF SERVICES. Consultant shall perform the following Services:

Refer to Kleinfelder proposal number AUS3P289 dated October 1, 2003.

COMPENSATION. Client shall compensate Consultant as follows:

Estimated Fee \$60,700.00 as identified in scope of services and fee breakdown.

GENERAL CONDITIONS AND ADDENDA. NOTE: THE GENERAL CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT CONTAIN LIMITATION OF LIABILITY, INDEMNIFICATION AND OTHER IMPORTANT PROVISIONS AFFECTING THE LEGAL RIGHTS AND OBLIGATIONS OF THE PARTIES.

Client has read, understands, and agrees to the General Conditions the Scope of Services and any Addenda incorporated into this Agreement by reference. This Agreement, including the General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supercedes any and all agreements between the parties, either oral or in writing, including any purchase order issued by Client.

This Agreement is entered into at Kleinfelder of Austin and is made effective this 13 day of Oct. 2003.

Client: Williamson County

By: John C. Dreyfler

Title: County Judge

Date Signed: 10-28-03

Consultant: Kleinfelder

By: Luziana McQuinn

Title: Senior Associate

Date Signed: Oct. 13, 2003

KLEINFELDER GENERAL CONDITIONS (PROFESSIONAL SERVICES)

1. **Services.** This Agreement is entered into between Client and Kleinfelder ("Consultant") wherein Client engages Consultant to provide professional services ("Services") in connection with the project described in the proposal ("Project") to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant's proposal are not included in the Scope of Services described by Consultant. This Agreement, including the proposal, these General Conditions, Consultant's Addenda and Fee Schedule, represents the entire Agreement between the parties and supercedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.
2. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1½ % per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.
3. **Prevailing Wages.** It is Client's legal responsibility to determine whether the Project is covered under prevailing wage regulations. Unless Client specifically informs Consultant in writing that the Project is a prevailing wage project and is identified as such in Consultant's Scope of Services, Client agrees to reimburse Consultant and to defend, indemnify and hold harmless Consultant from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project was covered under prevailing wage regulations.
4. **Work Product.** Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant's prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant's Reports, boring logs, maps, field data, drawings, test results and other work products are part of Consultant's professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client's use of its work product in connection with the Project.
5. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant's profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
6. **Limitation of Liability.** Consultant's potential liability to Client and others is grossly disproportionate to Consultant's fee due to the size, scope, and value of the Project. Therefore, unless Client and Consultant otherwise agree in writing in consideration for an increase in Consultant's fee, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agree to limit Consultant's liability (whether arising from contract, statutory violation or tort) to the greater of \$25,000 or the amount of Consultant's fee. This limitation of liability shall apply to all phases of Services performed in connection with this Project, whether subsequent to or prior to the execution of this Agreement. In no event shall Consultant be liable for consequential, incidental or special damages.
7. **Construction Observation.** If included in the Services, Consultant's services during construction, shall be limited to observation and testing of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.
8. **Certifications.** Consultant shall sign certifications only if (a) Consultant approves the form of such certification prior to the commencement of Services, (b) such certification is included in Consultant's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.
9. **Samples.** All samples shall remain the property of the Client. Client shall promptly, at its cost, remove and lawfully dispose of samples, cuttings and hazardous materials. If appropriate, Consultant shall preserve samples obtained no longer than sixty (60) days after the issuance of any document that includes the data obtained from those samples. After that date, Consultant may dispose of the samples or return them to Client at Client's cost.
10. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and (c) providing and updating Consultant with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project site uses, the correct location of Project property boundaries, any change in Project plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project site. Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
11. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant's knowledge, the Client accepts responsibility for the completeness or readability of the electronic media after an acceptance period of 30 days from delivery of the electronic files.
12. **Indemnification.** To the fullest extent permitted by law, Client, including its directors, officers, partners, employees, agents, contractors and their respective assigns, agrees to indemnify, defend, and hold harmless Consultant, its directors, officers, employees and subcontractors from and against all claims, liability, damages, or expenses ("Claims") arising out of, in connection with or relating to any alleged act, failure to act, or other conduct of Consultant, including but not limited to, Claims alleging the negligence or other fault of Consultant, but specifically excepting Claims arising out of Consultant's sole negligence or willful misconduct. Client shall indemnify Consultant even if Client is partially or wholly without fault for such Claims.
13. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant's office issuing the proposal is located. The prevailing party shall be entitled to attorneys' fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant's final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.
14. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.
15. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.
16. **Additional Provisions.** Neither party may assign its interest in this Agreement without the prior written consent of the other. Any modification to this Agreement will be effective only if it is in writing signed by the party to be bound, except that if Consultant has performed services in reliance on Client's verbal approval to proceed, Client shall be bound by such verbal approval. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant. This Agreement may be signed in counterpart.

AGENDA ITEM 23

Discuss and take appropriate action on road bond program.

Paul Petrich updated the court on the road bond program, with specific information on **CR 214** and **CR 175**. **Commissioner Boatright** suggested that the road bond program should plan to have re-vegetation placed with the laying of the jute mat on any place that has a 3 to 1 slope or greater. It was also discussed that the road bond program is currently showing some figure between \$60 million and \$70 million under budget. **Commissioner Hays** reminded Mr. Petrich that an official presentation to the court regarding the plan for these surplus funds was due 30 days after the last road bond presentation. Mr. Petrich stated that the under-budget presentation will be in November.

AGENDA ITEM 24

Consider approving Change Order No. 1 on the Courthouse Annex Addition.

Ed Lee addressed the court regarding revisions to Change Order No. 1 on the Courthouse Annex Addition, in the amount of \$165,254.62, based on unexpected soil conditions in the construction area.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To approve Change Order No. 1 on the Courthouse Annex Addition, with its most recent revisions.

Vote: 4 – 0.

< Attachment >