

THE STATE OF TEXAS

COUNTY OF HIDALGO

**CONTRACT FOR SERVICES**

**C-08-315-09-23**

THIS AGREEMENT is made effective the 23<sup>rd</sup> day of September, 2008 by and between the **HIDALGO COUNTY, TEXAS**, (“County”) **Precinct No. 2** and **RABA-KISTNER CONSULTANTS, INC.**, a Texas corporation (“Laboratory”).

**WITNESSETH:**

**WHEREAS**, the County is vested with the responsibility of providing construction materials testing (the “Services”) for its Road and Bridge projects;

**WHEREAS**, the County has determined that the services of a professional laboratory company is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254 (the “Texas Professional Services Procurement Act”), the County requested proposals from a professional laboratory to assist the County by providing the Services;

**WHEREAS**, County has selected the Laboratory to provide the Services within County Precinct No. 2

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, County and Laboratory do mutually agree as follows:

**1. Scope of Services.** The County will provide to Laboratory the services described in Exhibit “A” attached hereto and entitled “Services to be Performed by County.” Laboratory agrees to provide to County with the work described in Exhibit “B”, “Services to be Performed by the Laboratory.”

**2. Term.** This Agreement becomes effective when fully executed by both parties and will terminate on September 23 2009 unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County to do so and a “work authorization” is issued.

**3. Compensation.** The maximum amount payable under this Agreement shall not exceed the amount for each work order unless an amendment is executed as provided hereinafter. The Laboratory shall submit periodic requests for payment within (30) thirty days after completion of each Work Order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Laboratory agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Laboratory shall be mailed to the address shown in numbered paragraph 24 herein.

**4. Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Laboratory, or of a subcontractor, the Laboratory shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

**5. Amendments.** If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment must be prepared and executed within the Agreement period. The County retains the right to reject any such amendment proposed by the Laboratory. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Laboratory, the County shall require the Laboratory to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Laboratory, the County will reimburse the Laboratory for the additional work at

the same rate of pay established in Exhibit "C," "Laboratory Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

**6. Reporting.** The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

- a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.
- b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

**7. Ownership of Documents.** Upon completion or termination of this Agreement, all documents prepared by the Laboratory or furnished to the Laboratory by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Laboratory may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

**8. Suspension of Work.** Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Laboratory, followed by written confirmation from the County to Laboratory to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Laboratory to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Laboratory. The sixty-day notice may be waived as

agreed in writing by both the County and Laboratory. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

**9. Progress and Coordination.** The Laboratory shall, from time to time during the progress of the work, confer with the County. The Laboratory shall prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Laboratory's services and work.

At the request of the County or the Laboratory, conferences shall be provided at the Laboratory's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Laboratory's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Laboratory's preliminary report will be addressed by the Laboratory in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Laboratory's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Laboratory's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Laboratory to determine the corrective action needed by either the County or the Laboratory.

The Laboratory shall promptly advise the County in writing of events which have a significant impact upon the progress of the Laboratory's Services and work and the approved Work Schedule, including:

- a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the Laboratory within

established time periods; this disclosure will be accompanied by a statement by the Laboratory of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

- b.** favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

**10. Independent Contractor.** Laboratory must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Laboratory under this Agreement. Notwithstanding the foregoing sentence, Laboratory represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Laboratory agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

**11. Subcontracting and Assignment.** The Laboratory shall not assign subconsultant or transfer the Laboratory's interest in this Agreement without the prior written consent of the County. The Laboratory shall bind every subconsultant by written contract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Laboratory of any responsibilities under this Agreement.

**12. Voluntary Termination.** Laboratory and County agree that either party may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the other party.

**13. Insurance.** Laboratory agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort

Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

**14. Payment of Franchise Tax.** The Laboratory hereby certifies that the Laboratory is not delinquent in Texas franchise tax payments, or that the Laboratory is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

**15. No Assignment.** Except as otherwise herein provided, Laboratory may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

**16. Termination Date.** Unless earlier terminated as herein provided, this Agreement shall terminate on December 31, 2009.

**17. Conflict.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to Agreement, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them the legal requirements and only during the time such conflict exists.

**18. Termination by County.** If Laboratory fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Laboratory fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Laboratory.

**19. No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**20. Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein.

This Agreement may be modified or amended only by agreement in writing executed by County and Laboratory, and not otherwise.

**21. Venue.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**22. Hold Harmless.** In the event Laboratory should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Laboratory shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Laboratory's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

**23. Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

**24. Notices.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:

County of Hidalgo  
Attention: Agapito Vargas  
301 E State Street  
Pharr, Texas 78577

If to Laboratory: Raba-Kistner Consultants, Inc.  
Attn: Mr. Martin Vila, P.E., F.A.S.C.E., Sr Vice President  
800 E Hackberry  
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed at such time as it is deposited in the United States mail.

**25. Executions of Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

**26. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**27. Gender.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

**28. Authority.** The execution and performance of this Agreement by County and Laboratory have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Laboratory in accordance with its terms.

**29. Professional Seal.** All documents and data furnished by the Laboratory to the County shall bear Professional seal of a licensed Engineer employed by the Laboratory.

EXECUTED as of the day and year first written above.

**COUNTY:**

COUNTY OF HIDALGO, TEXAS

By: \_\_\_\_\_  
Juan D. Salinas III, County Judge

**Laboratory: Raba-Kistner Consultants, Inc.**

By: \_\_\_\_\_

Printed Name \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**Approved on Commissioners' Court 09/23/2008**

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: \_\_\_\_\_

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Laboratory
- EXHIBIT C** -Laboratory's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

## **EXHIBIT “A”**

### Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit “A” attached to this Agreement).

#### General

The Owner will provide to the Laboratory the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
- 2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the projects.
- 5) Provide timely review and decisions in response to the Laboratory’s request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit “A” attached to this Agreement.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

## Exhibit “B”

### Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical Laboratory services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Precinct #2 Road and Bridge Projects is as follows:

#### A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide environmental studies as may be necessary to complete a project.
- 4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 7) Provide assistance to the OWNER in providing pavement condition studies.

#### B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
- 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
- 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
- 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

**Exhibit "C"**  
**Laboratory Rate**  
**CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES**

**ASPHALTIC CONCRETE**

<b><u>REFERENCE</u></b>	<b><u>FIELD SERVICES</u></b>			
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time.....	QT00	\$	41.60/hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time.....	Q401	\$	49.50/hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time.....	Q401	\$	49.50/hr
ASTM D 2950	Nuclear Density Test with Inspection.....	QOR5	\$	14.00/ea.
	Nuclear Density Test.....	Q0M0	\$	17.75/ea
	Coring (See Coring Fee Schedule)			

**REFERENCE**      **LABORATORY SERVICES**

ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete.....	UBMH	\$	239.50/ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only.....	UBMF	\$	122.75/ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall.....	UBW3	\$	53.75/set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test.....	UBJ0	\$	53.75/set
	a) Molded Specimen.....	UBW3	\$	53.75/set
	b) Asphalt Core (Technician Time).....	Q411	\$	41.60/hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor).....	UB6L	\$	56.25/set
	Hveem (Gyro Compactor).....	UB6Q	\$	72.00/set
Asphalt Institute /ea	Corp of Engineers or FAA .....	QWZW	\$	1,843 .00
Manual and /ea	TxDOT Quality Control/Qualiy Assurance .....	QWZX	\$	1,843.00
TxDOT; /ea	TxDOT CMHB .....	UKV0	\$	2,619.00
Mix Designs /ea	TxDOT Calibration Mix and pans.....	WC1N	\$	308.00
/ea	TxDOT Black Base Design, Item 345.....	WC1P	\$	1,380.00
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate.....	UB4B	\$	49.00/ea
TxDOT, TEX-203-F;	Sand Equivalent Test .....	UPL0	\$	76.00/ea

ASTM D 2419			
AASHTO TP 33	Fine Aggregate Angularity .....	WCNC	\$ 47.50/ea
ASTM D 4791-95	Flat and Elongate Particle .....	UB6B	\$ 47.50/ea
TxDOT, TEX-201-F; 7ASTM C 127	Specific Gravity (Coarse or Fine Aggregate) .....	UB5B	\$ 40.50/ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate) .....	UBAB	\$ 58.50/ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test) Preparation Time .....	U002	\$ 46.00/hr
	a) Magnesium - 5 Cycle .....	UB3S	\$ 466.00/ea
	b) Sodium - 5 Cycle .....	UB3T	\$ 415.00/ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test) Los Angeles Abrasion Test (Small or Large Coarse Aggregate) .....	UQR0	\$ 180.00/ea
Asphalt Inst. SP-2 TxDOT, Item 3066 /ea AASHTO PP 28-95	Superpave TM Mix Design ( Includes Aggregate, Specific Gravity And Sieve Analysis ) ( Does Not Include TSR ) .....	VREA	\$ 5,694.00
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity) .....	UBSO	\$ 98.25/ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensivity Test (Tensile Strength Ratio Test) with Freeze/Thaw .....	VRE0	\$ 494.00/ea
	without Freeze/Thaw .....	VRD0	\$ 386.00/ea
TxDOT, TEX-208-F 134.00/set	Molding and Hveem .....	UB62	\$
ASTM D 1559 126.00/set	Molding and Marshall .....	UB63	\$

**CEMENT TREATED BASE**

**REFERENCE**      **FIELD SERVICES**

PCA	Sampling Raw Materials for Mix Verification Technician Time .....	QT00	\$ 41.60/hr
	Sampling Contractor Processed Material Technician Time .....	QT00	\$ 41.60/hr

**REFERENCE**      **LABORATORY SERVICES**

PCA	Molding Controlled Processed Material .....	VST5	\$ 66.25/ea
	Unconfined Compressive Strength Testing .....	VSGR	\$ 30.50/ea
	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) .....	VS90	\$ 567.00/set
	<u>Mix Design</u>		

PCA 1,127.00/ea. TxDOT, TEX-120-E	Mix Design – Cement Treated Base.....	VSRR	\$
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**CHEMICAL ADMIXTURE**

**REFERENCE**

**LABORATORY SERVICES**

ASTM C 494 34.00/ea	Residue on Oven Drying .....	UK1V	\$
ASTM C 494 17.00/ea	pH .....	UK0W	\$
ASTM C 494 18.00/ea	Specific Gravity by Hydrometer .....	UK58	\$
ASTM C 403 112.00/ea	Setting Time by Hydraulic Penetrometer .....	UKNY	\$
ASTM C 494	Admixture Certification Program.....	UKFE	Upon Request
ASTM C 260	Admixture Certification Program.....	UKFE	Upon Request

**CONCRETE**

**REFERENCE**

**FIELD SERVICES**

ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day		
	Technician Time.....	QT00	\$ 41.60/hr
	Pick-Up of Test Specimens.....	Q055	\$ 41.60/hr
	Standby Time.....	Q600	\$ 41.60/hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)		
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4).....	QFXE	\$ 13.00/ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities).....	QNL0	\$ 23.75/ea
8.75/ea	c) "Hold" Cylinder ( Additional Charge ) .....	QGP0	\$
11.25/ea	d) "Strip" Cylinder ( Additional Charge ) .....	QGY0	\$
	e) Compressive Strength – 2"x2" Cubes (Min. of 3) .....	QFXG	\$ 15.50/ea
	f) Compressive Strength – Grout Prizms (Min. of 3).....	QFXG	\$ 15.50/ea
	g) Dry Density - Concrete Cylinder.....	QGMH	\$ 43.25/ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams).....	QMXC	\$ 37.75/ea
	Air Content (In Conjunction with Sampling)		
ASTM C 231	a) Pressure.....	QBT0	\$ 24.25/ea
ASTM C 173	b) Volumetric.....	QB40	\$ 32.00/ea
AASHTO T 199	c) Chase .....	QBE0	\$
15.00/ea			
ASTM C 138	Unit Weight.....	QX00	\$ 27.50/ea

ASTM C 143	Additional Slump Test.....	QGWA	\$	19.25/ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time.....	Q422	\$	49.50/hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens - Technician Time .....	Q422	\$	49.50/hr

**REFERENCE      LABORATORY SERVICES**

ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confinatory Cylinders (Physical Properties Not Included) .....	VUR0	\$	
290.50/ea				
ACI 211.1 (303.R)	Architectural Mix Design .....	VAR0	\$	
450.00/ea				
ACI 211.2	Lightweight Structural Mix Design .....	VLR0	\$	
425.00/ea				
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included).....	VMVT	\$	
375.00/ea				
ASTM C 1202	Chloride Ion Permeability .....	QAOA	\$	
253.00/set				
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory .....	VGGK	\$	
26.00/ea				
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test .....	VT5B	\$	44.00/ea
ASTM C 666	Freeze-Thaw Test .....	VGLV	\$	
337.00/test				
ASTM C 469	Determination of Young's Modulus of Elasticity.....	VGJB	\$	80.00
ASTM C 803	Windsor Probe (Includes Surface Preparation) .....	VGLW	\$	
82.00/hr				
ASTM C 805	Schmidt Rebound Number .....	VGLX	\$	
82.25/hr				

**CONCRETE AGGREGATES**

<b><u>REFERENCE</u></b>	<b><u>FIELD SERVICES</u></b>			
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time.....	QT00	\$	41.60/hr

<b><u>REFERENCE</u></b>	<b><u>LABORATORY SERVICES</u></b>			
ASTM C 566	Moisture Content .....	UQV0	\$	8.75/ea
ASTM C 29; TxDOT, TEX-404-A	Unit Weight (Coarse or Fine)			
	a) Loose .....	UH9N	\$	34.75/ea
	b) Rodded .....	UH9N	\$	34.75/ea

ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine).....	UB5B	\$	40.50/ea
ASTM C 123 56.25/test	Lightweight Particles (Plus Cost of Materials).....	UBMI	\$	
	Absorption			
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine).....	UHAQ	\$	24.25/ea
	b) Lightweight Aggregate (Coarse) .....	UHAP	\$	24.25/ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification			
	a) Coarse, Per Sample.....	UH4J	\$	43.25/ea
	b) Fine, Per Sample .....	UH4K	\$	49.00/ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation).....	UH17	\$	47.75/ea

**CONCRETE AGGREGATES ( Continued )**

ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test) .....	UQR0	\$	180.00/ea
ASTM C88; TxDOT, TEX-411-A 46.00/hr	Sulfate Soundness (Time and Test) Preparation Time.....	U002	\$	
466.00/ea	a) Magnesium – 5 Cycle .....	UB3S	\$	
415.00/ea	b) Sodium – 5 Cycle.....	UB3T	\$	
ASTM C 117; ASTM C 29; ASTM C 127 ASTM C 128; 138.00/ea	Physical Properties of Aggregates – Includes Decantation, Rotted Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design.....	VGR3	\$	
ASTM C 136; 180.00/ea	Conducted Separate from Concrete Mix Design .....	VG03	\$	
ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A;				
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities .....	UH0U	\$	36.75/ea

**REFERENCE LABORATORY SERVICES**

ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values .....	UPL0	\$	76.00/ea
ASTM C 142	Clay Lumps and Friable Particles .....	UHG0	\$	54.00/ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate .....	UH7P	\$	54.00/ea
TxDOT, TEX 612-J 164.00/ea	Acid Insoluble Residue .....	UHB0	\$	

**CORING**

**REFERENCE**

**FIELD SERVICES**

ASTM C 42;  
ACI 318

Technician Time and Equipment

a) One Man .....	Q412	\$	49.50/hr
b) Two Men .....	Q413	\$	88.50/hr
c) Reinforcing Steel Detector .....	QK0N	\$	31.50/day
d) Coring Rig .....	QKJY	\$	95.75/day
e) Generator .....	QK0Z	\$	81.00/day

Bit Wear

a) Limestone Aggregate .....	QD0L	\$	3.90/in.-in.
b) Quartz Aggregate (River Gravel) .....	QDU0	\$	4.45/in.-in.

**CORING ( Continued )**

**REFERENCE**

**LABORATORY SERVICES**

ASTM C 42

Sawed Ends for Compressive Strength Tests

a) Limestone Aggregate .....	UL20	\$	1.05/sq.in.
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ASTM C 39;  
ASTM C 42;  
ASTM C 174;  
ASTM C 617

Compressive Strength of Concrete Cores Includes

Measurements, Capping and Testing .....	QFXF	\$	20.25/ea
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+15%

Report Photographs .....			Cost
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Laboratory Air-Dried Unit Weight .....	QXAF	\$	14.50/ea
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**PRECAST CONCRETE PLANT OBSERVATION**

**REFERENCE**

**FIELD SERVICES**

PCI MNL-117

Plant Observation – To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship

Materials Engineer		\$	
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134.75/hr

Technician Time	Q423	\$	
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53.00/hr

Cylinders	QFXE	\$	13.00/ea
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53.00/ea

Job-Site Erection Observation – Technician Time	Q423	\$	
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**SOILS**

**REFERENCE**

**FIELD SERVICES**

ASTM D 75

Sampling Subgrade, Fill or Base

Technician Time .....	QT00	\$	41.60/hr
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In-Place Moisture-Density Tests

Technician Time .....	QT00	\$	41.60/hr
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ASTM D 2922

Nuclear Density .....	Q0M0	\$	17.75/ea
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ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon) .....	QUM0	\$	67.50/ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)			
	Technician Time (Hourly Rate).....	QT00	\$	41.60/hr
	Proof Rolling Observation.....	QT04	\$	41.60/hr
ASTM D 2922	Nuclear Density Tests with Observation.....	QOR0	\$	14.00/ea

**SOILS ( Continued )**

**REFERENCE      LABORATORY SERVICES**

ASTM D 2216; TxDOT, TEX-103-E	Moisture Content .....	UQV0	\$	8.75/ea
ASTM D 4318	Atterberg Limits a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E) .....	VRBG	\$	70.75/ea
ASTM D 427	Shrinkage Limit in Conjunction with Atterberg Limits a) Volumetric..... b) Linear (TxDOT, TEX-107-E) .....	WK2T WK2T	\$ \$	98.00/ea 98.00/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis a) Washed Through No. 40 (Up to 5 Sieves) .....	WKR5	\$	47.75/ea
	b) Washed Through No. 200 (Up to 4 Sieves) .....	WKR4	\$	79.75/ea
	c) Additional Sieves .....	WKR8	\$	11.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve .....	WKR8	\$	47.75/ea
	Moisture-Density Relationship Preparation Time.....	U001	\$	44.50/hr
ASTM D 698; ASTM D 1557 AASHTO T 99; AASHTO T 180 TxDOT, TEX-113-E; TxDOT, TEX-114-E MIL STD CE 55A	ASTM .....	VRSF	\$	194.75/ea
	AASHTO .....	VRSF	\$	194.75/ea
	TxDOT .....	VRSQ	\$	230.50/ea
	Corps of Engineers .....	VRSQ	\$	230.50/ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test) .....	UQR0	\$	180.00/ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens .....	VRF1	\$	761.50/set
	Each Additional Specimen .....	VRFD	\$	175.50/ea
TxDOT, TEX-117-E  1162.00/set	TxDOT Triaxial - Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens Part 1 .....	VR62	\$	1266.00/set
	Relationship and Up to Six Test Specimens Part 2 .....	VR63	\$	
	Each Additional Specimen .....	VR6D	\$	142.00/ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity.....	UQ50	\$	79.75/ea
ASTM D 422;  TxDOT, TEX-110-E 263.00/ea	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve).....	WKRQ	\$	

ASTM D 2166	Unit Weight.....	QX00	\$	27.50/ea
TxDOT, TEX-116-E	Wet Ball Mill.....	WK60	\$	199.25/ea
TxDOT, TEX-107-E	Shrinkage Limit.....	WK2T	\$	98.00/ea

**SOILS ( Continued )**

Water Content and Visual Classification.....	W050	\$	12.50/ea
Unconfined Compression ( includes unit dry weight )			
a) Soil Shelby Tube Specimens.....	VP7L	\$	41.50/ea
b) Rock Core Specimens.....	VN7L	\$	45.00/ea
(1) Sawed Specimen Ends.....	UL21	\$	10.25/ea
Triaxial Compression			
a) Unconsolidated-Undrained.....	WK16	\$	76.00/ea
b) Unconsolidated-Undrained, Multistage.....	WF46	\$	263.00/ea
Direct Shear			
a) Unconsolidated-Undrained.....	WK16	\$	209.00/ea
b) Consolidated-Drained ( Sand ) .....	WIIE	\$	442.00/ea
Consolidated ( Not Including Specific Gravity ) .....	WKH0	\$	544.00/ea
Swell Test			
a) Pressure Method.....	WLOY	\$	285.00/ea
b) Free Swell.....	WL0M	\$	150.00/ea

**CONSULTANTS AND COORDINATION**

Principal Engineer.....	\$167.50 to 280.00/hr.
Managing Engineer .....	\$107.00 to 184.00/hr.
Laboratory Manager.....	\$ 67.50 to 130.00/hr.
Staff Engineer (E.I.T.).....	\$84.00/hr to 150.00/hr.
Construction Services Manager.....	\$67.50 to 130.00/hr.
Project Management/Coordination Time.....	\$ 42.50 to 98.00/hr.
Outside Professional Services.....	Cost +15%
Additional Insured.....	\$195.00/ea
Secretarial .....	\$ 42.50 to 73.00/hr.
Word Processing.....	\$ 42.50/hr.
Report Preparation and Administration.....	\$ 42.50 to 73.00/hr.

**ZONE CHART**

Zone 0.....	\$6.25/trip
Zone 1 .....	\$15.00/trip
Zone 2 .....	\$20.00/trip
Zone 3.....	\$30.00/trip
Zone 4.....	\$40.00/trip
Zone 5.....	\$.95 per mile

**EXHIBIT “D”**  
**HIDALGO COUNTY**  
**Professional Construction Material Testing Laboratory Services**  
**Agreement #C-00-000-00-00**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. \_\_\_\_\_**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**,” and, \_\_\_\_\_ professional Laboratorys of \_\_\_\_\_ Texas, hereinafter called “**Laboratory**”.

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Laboratory** to provide \_\_\_\_\_.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT “A” – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in **EXHIBIT “B” – Scope of Services to be Provided by the Laboratory** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \_\_\_\_\_. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT “D”**.

**PART 3. PAYMENT**

Compensation and payment to the **Laboratory** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section \_\_\_\_\_ of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. \_\_\_\_\_ shall be funded through funding source:

Account No. \_\_\_\_\_

Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties’ responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No. \_\_\_ Commissioner \_\_\_\_\_ as to content and detail of this Work Authorization No. # \_\_\_.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. \_\_\_:

BY: \_\_\_\_\_

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE) \_\_\_ as indicated below and effective as of \_\_\_ day of \_\_\_, 2008.

THE LABORATORY:  
Raba-Kistner Consultants, Inc.

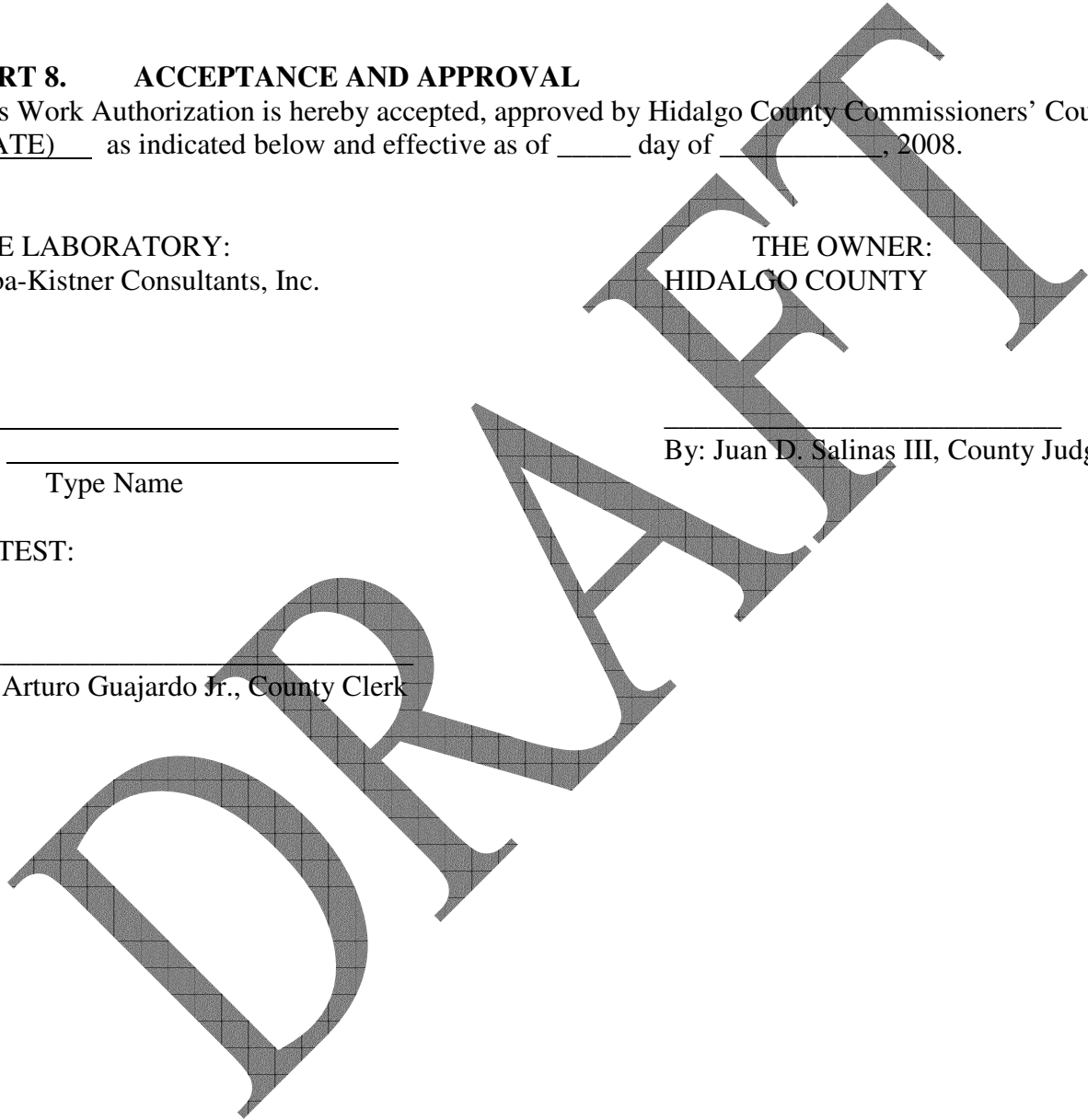
THE OWNER:  
HIDALGO COUNTY

\_\_\_\_\_  
By: \_\_\_\_\_  
Type Name

\_\_\_\_\_  
By: Juan D. Salinas III, County Judge

ATTEST:

\_\_\_\_\_  
by: Arturo Guajardo Jr., County Clerk



**EXHIBIT "E"**  
**Supplemental Agreement Form**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HIDALGO   §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and \_\_\_\_\_, Professional Laboratory of, \_\_\_\_\_, Texas, hereinafter called the "**Laboratory**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Laboratory** executed the **Agreement** on the \_\_\_\_ day of \_\_\_\_\_ 2007 concerning Laboratorying for \_\_\_\_\_ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article \_\_\_\_ of the **Agreement**, (article title), establishes \_\_\_\_\_; and,

**WHEREAS**, it has become necessary to amend the Agreement to \_\_\_\_\_

A. AGREEMENT

**NOW THEREFORE**, premises considered, the **Owner** and the **Laboratory** agree that said **Agreement** is amended as follows:

I. Article \_\_\_\_ of the **Agreement**, (article title), is revised to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Laboratory and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE LABORATORY:**  
**Raba-Kistner Consultants, Inc.,**

**BY:** \_\_\_\_\_

Address for Giving Notices:  
800 E Hackberry  
McAllen, Texas 78501

**THE OWNER:**  
**HIDALGO COUNTY**

**BY:** \_\_\_\_\_

Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

**DRAFT**

**EXHIBIT ‘F’**  
Certificate of Insurance

**DRAFT**