

**HIDALGO COUNTY**  
Professional Construction Material Testing laboratory Services  
Agreement # C-08-315-09-23  
Work Authorization Form

**WORK AUTHORIZATION NO. 1**

**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 **Commissioners' Court**, hereinafter called the "**Owner**," and, Raba-Kistner Consultants, Inc. Professional Laboratories of McAllen Texas, hereinafter called "**Laboratory**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for Site Civil Improvements for Hidalgo County Pct 2 South Tower Park, Alamo Texas.

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 the services under this Work Authorization is \$6,812.00. This amount is based upon the costs outlined in the Estimated Cost Proposal 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 **EXHIBIT "C"** of the Agreement.

**PART 4. FUNDING**

This Work Authorization No. 1 shall be funded through funding source:

Account No. 8-1212-452-00-122-008-0-739

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**.

WA 1

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No 1.


**HIDALGO COUNTY  
COMMISSIONER PRECINCT NO 2**

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

**PART 8 ACCEPTANCES AND APPROVAL**

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

**THE LABORATORY:  
RABA-KISTNER CONSULTANTS, INC.**

  
BY: Dennis C. Charkow

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
**Juan D. Salinas III, County Judge**

**ATTEST:**

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

Proposal No. PMD08-269-00  
October 02, 2008

Mr. Hector "Tito" Palacios, County Commissioner  
Hidalgo County Precinct No.2  
301 East State  
Pharr, Texas 78577

RECEIVED

OCT 21 2008

RABA-KISTNER  
McALLEN

**Raba-Kistner Consultants, Inc.**  
800 E. Hackberry  
McAllen, Texas 78501  
(956) 682-5332 • FAX (956) 682-5487  
www.rkci.com

**Re: Construction Materials Engineering and Testing Services  
Site Civil Improvements for the Hidalgo County Precinct No.2 South Tower Park  
Alamo, Hidalgo County, Texas**

Dear Mr. Palacios:

In accordance with the executed contract between the Hidalgo County Precinct No.2, (CLIENT), and **Raba-Kistner Consultants, Inc., (R-K)**, for Construction Materials Engineering and Testing Services, we thank you for selecting **R-K** to provide Construction Materials Engineering and Testing Services for the above-referenced project.

Our opinion of probable cost of services for this project is \$ 6,812.00. This amount should not be considered a maximum but is our estimate of the probable costs associated with implementing the work outlined on Page 4 of this document. The Contractor's means/methods, sequencing, and scheduling can significantly impact our estimate of the probable cost.

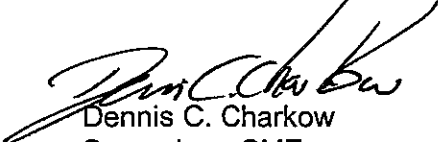
Included with this letter is our priced proposal giving the observation/testing item, a brief description and unit fee for each service, estimated item quantities, and cost extensions. Our proposed scope of services and estimated item quantities are based upon our review of the project plans picked up at the office of R. Gutierrez Engineering Corporation, the project's engineering firm. The scope and quantity of services provided will be dependent upon services actually required by you, your representatives, the design team and/or the General Contractor and its Subcontractors. Charges will be assessed only for actual services rendered. All services authorized or requested by you, your representatives, the design team and/or the General Contractor and its Subcontractors in excess of quantities for observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show computerized composite total of services rendered for each service category.

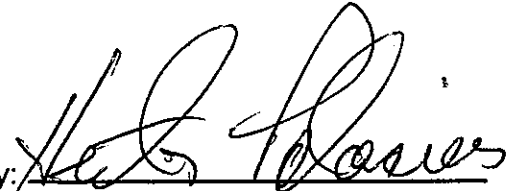
Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that 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 **R-K**.

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. **Please return a signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein.**

Best regards,

**RABA-KISTNER CONSULTANTS, INC.**

  
 Dennis C. Charkow  
 Supervisor, CME

Approved by:   
 (Signature)

Attachments:

Approved by: Hector Palacios  
 (Print or Type Name)

Date: October 15, 2008

**PLEASE FILL OUT FOR DISTRIBUTION OF TYPED REPORTS**

COMPANY	CONTACT	ADDRESS	PHONE	FAX
Hidalgo County Precinct 2	Humberto Garza Chief Adm.	301 E. State Pharr, Texas 78577	(956) 787-1891	(956) 787-4683

**PLEASE INDICATE NAME OF RESPONSIBLE PARTY FOR PAYMENT FOR THE ABOVE SERVICES:**

PRINTED NAME	Hidalgo County Precinct No.2		
COMPANY NAME	Hidalgo County Precinct No.2		
COMPANY ADDRESS	301 E. State Street		
CITY, STATE, ZIP	Pharr, Texas 78577		
PHONE NUMBER	(956) 787-1891	FAX:	(956) 787-4683
DATE	October 15, 2008		

**Construction Materials Engineering and Testing Services  
Site Civil Improvements for the Hidalgo County Precinct No.2 South Tower Park  
Alamo, Hidalgo County, Texas**

**Basic Charges**

1. 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:

Travel Time (round trip) \_\_\_\_\_ 1.00 hour(s)

Vehicle Trip Charge \_\_\_\_\_ \$ 20.00\trip

2. 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 form the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 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.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **R-K** will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **R-K** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **R-K** for the project.

**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
**Site Civil Improvements for the Hidalgo County Precinct No.2 South Tower Park**  
**Alamo, Hidalgo County, Texas**

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	\$ 194.75	ea.	2	\$ 389.50
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$ 70.75	ea.	2	\$ 141.50
5WKR8	3	Sieve Analysis -200	\$ 47.75	ea.	1	\$ 47.75
5WKR5	4	Seive Analysis - Flex Base Material	\$ 47.75	ea.	1	\$ 47.75
5QT00	5	Technician Time – Sampling	\$ 41.60	hr.	4	\$ 166.40
5QOMO	6	Nuclear Field Density Tests	\$ 17.75	ea.	32	\$ 568.00
5QT05	7	Technician Time – Density Testing	\$ 41.60	hr.	16	\$ 665.60
5QFXE	8	Concrete Compressive Strength Tests	\$ 13.00	ea.	70	\$ 910.00
5QT06	9	Technician Time – Concrete Testing	\$ 41.60	hr.	12	\$ 499.20
5QBT0	10	Air Content	\$ 24.25	ea.	14	\$ 339.50
5Q055	11	Technician Time – Pick-Up of Specimen(s)	\$ 41.60	hr.	8	\$ 332.80
5RT01	12	Vehicle Travel Charge	\$ 20.00	trip	42	\$ 840.00
Q401	13	Asphaltic Concrete Laydown Observation	\$ 47.50	hr.	12	\$ 570.00
5UIBMH	14	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$ 239.25	ea.	2	\$ 478.50
5UBSO	15	Maximum Theoretical Specific Gravity of Asphalt	\$ 98.25	ea.	2.	\$ 196.50
5Z512	16	Project Administration (Markup of Invoiced Billing Cycle)	10%			\$ 619.30
<b>Estimated Total Cost of Services</b>						<b>\$ 6,812.30</b>