

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-11-110-04-12

THIS AGREEMENT is made effective the 12th day of April, 2011 by and between **HIDALGO COUNTY, TEXAS**, (“County”) and **RABA-KISTNER CONSULTANTS, INC.**, a Texas Corporation (“Laboratory”).

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing construction materials testing (the “Services”) for “Hidalgo County Precinct No. 2 Projects;” (**ON AN AS NEEDED BASIS**)

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 Hidalgo County Precinct No. 2, in accordance to Exhibit “A-1” Request for Qualifications (RFQ) Procurement Packet.

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. Non-Exclusive Services of Laboratory. Hidalgo County reserves the right to request these services from other sources other than the Laboratory and shall not be in violation of any terms or conditions of this Agreement.

3. Term. This Agreement becomes effective when fully executed by both parties and will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Laboratory will not begin to work or incur costs until authorized in writing by the County with each "Work Authorization" particularly described in Exhibit "D."

4. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization 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 Authorization. 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.

5. 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.

6. 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 shall be executed by use of a (Supplemental Agreement

Form) more particularly described in Exhibit "E" within the agreement. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Voluntary Termination. County 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 Laboratory.

14. 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.

15. 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 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.

16. 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.

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: County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

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: _____
Ramon Garcia, County Judge

LABORATORY:
Raba-Kistner Consultants, Inc.

By: _____

Printed Name _____

Title: _____

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

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-1”

**REQUEST FOR
QUALIFICATIONS (RFQ)
PROCUREMENT PACKET**



PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"CONSTRUCTION MATERIALS TESTING SERVICES"
RFQ NO: 2011-004-01-05-MEG

1. Request for Qualifications Letter.
2. Request for Qualifications Legal Notice, consisting of 8 pages.
3. Exhibit "A", Requirements, consisting of 7 pages.
4. Attachment "A" Schedule of Services and Related Fees Price Schedule, consisting of 4 pages.
5. Exhibit "B", Evaluation Criteria, consisting of 3 pages.
6. Exhibit "C", Insurance Requirements, consisting of 4 pages.
7. Exhibit "D", Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
8. Exhibit "E", Proposer's Affidavit, consisting of 1 page.
9. Bidder/Vendor Application and Historically Underutilized Business (HUB) Declaration consisting of 2 pages.
10. Request for Taxpayers Identification Number and Certification Form (W-9) consisting of 4 pages.
11. Certification Regarding Debarment, Suspension, and other Responsibility Matters, consisting of 1 page.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.



Martha L. Salazar, CPPB, Purchasing Agent

12/13/10

Date



PURCHASING DEPARTMENT
County Of Hidalgo

December 13, 2010

Re: HIDALGO COUNTY
Request For Qualifications (RFQ)-HIDALGO COUNTY-"CON STRUCTION MATERIALS
TESTING SERVICES" - RFQ No: 2011-004-01-05-MEG

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar
Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

(RFQ) REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY-
"CONSTRUCTION MATERIALS TESTING SERVICES"
(Including all Funding Sources, Programs and Entities)

Acceptance Due Date: January 05, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539



1. Sealed qualifications will be received for HIDALGO COUNTY –“CONSTRUCTION MATERIALS TESTING SERVICES”, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.
2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the proposer's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, RFQ – 2011-004-01-05-MEG - HIDALGO COUNTY- "CONSTRUCTION MATERIALS TESTING SERVICES" and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 05, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION. Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all qualifications and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the qualification.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.
7. No qualification may be withdrawn within sixty (60) days from the scheduled time to open qualifications.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.
9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their qualification.
10. County reserves the right to accept or reject any or all qualifications.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. DELIVERY INSTRUCTIONS:
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
15. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR' S OFFICE
 Postal/Mailing 2812 S. Business Hwy. 281
 Edinburg, Texas 78539
 (956) 318-2511

16. Schedule of Events

Qualification Opening, 9:30 A.M.	JANUARY 05, 2011
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

17. ~~Bid or Performance Bond and Debarment Certification; Payment under Contract:~~

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~
- . ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.~~
- . ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. Ethical Standards:

- . It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree

to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- . It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

- . Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
22. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a qualification, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the qualification;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in

material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
30. Proposers shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide all documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Qualification
for
HIDALGO COUNTY-
"CONST RUCTION MATERIALS TESTING SERVICES"
(Including all Funding Sources, Programs and Entities)
RFQ NO: 2011-004-01-05-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Proposer agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm:

Address:

By:

Printed Name:

Title:

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting February 9, 2011 and ending February 8, 2012. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "***Hidalgo County-Construction Materials Testing Services***" (including all funding sources, Programs, and Entities)-Request For Qualifications" as specified herein. Statements of Qualifications will be accepted until 9:30 A.M., Wednesday, January 05, 2011. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:

RFQ Number: 2011-004-01-05-MEG

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.

The following outlines the Request for Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED via facsimile to (956)318-2629 or via e-mail to elena.gomez@co.hidalgo.tx.us NO LATER THAN Monday December 27, 2010 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Wednesday December 29, 2010 at 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with

Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:

In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ and two (2) CDs in PDF Format shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this

project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

- a. Ability to perform Geotechnical Testing/ Investigation/ Drilling
- b. Ability to perform Environmental Services
- c. Ability to perform Soil Density Testing
- d. Ability to perform Surveying and Sampling Soils
- e. Ability to perform Materials Testing (Asphaltic and Concrete)
- f. Ability to perform Material Testing and Laboratory Analysis
- g. Ability to perform Hot Mix Plant Inspections and Testing
- h. Ability to perform Transportation Foundation Studies
- i. Ability to perform Building Foundation Studies
- j. Ability to perform Professional Liability Insurance for \$1 Million Dollars without limiting liability to Professional Fees
- k. Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal, seven (7) copies and two (2) CD'S in PDF Format.**

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;

2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

SECTION III - SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request for Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff. A list of ongoing project similar in scope under TxDot procurement basis shall be included in an appendix.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted to:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 05, 2011.** All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

Attachment “A”

ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND
LABORATORY TESTING UNIT PRICE SCHEDULE

RFQ NO.: 2011-004-01-05-MEG

Attachment "A"
ENGINEERING LABORATORIES
SCHEDULE OF SERVICES AND RELATED FEES AND LABORATORY TESTING UNIT PRICE
SCHEDULE

*****THIS FORM IS MERELY TO BE AS A GUIDE
 USED POST RANKING BY COMMISSIONERS COURT ONLY*****
refer back to requirements page 7, negotiations process

NO.	DESCRIPTION	UNIT COST
PERSONNEL RATES		
01	Soils and Aggregate Technician	\$ _____ / Hour
02	Surveying and Sampling Soils for Highways	\$ _____ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	\$ _____ / Hour
04	HMA Level 1-A Certified Technician	\$ _____ / Hour
05	HMA Level 1-B Certified Technician	\$ _____ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	\$ _____ / Hour
07	ACI Certified Field Grade II Technician	\$ _____ / Hour
08	Geotechnical Engineer, P.E.	\$ _____ / Hour
09	Geotechnical Engineer, E.I.T.	\$ _____ / Hour
10	Secretarial, Report Preparation and Reporting	\$ _____ / Hour
11	Logger (In Conjunction with Engineer)	\$ _____ / Hour
TRAVEL EXPENSE		
12	Vehicle Fee Mileage (Applicable for all Trips)	\$ _____ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	\$ _____ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + _____ %
15	Barge Mobilization and Rental	Cost + _____ %
GEOTECHNICAL DRILLING AND ENGINEERING SERVICES		
16	Borings in Soil	\$ _____ / Foot
17	Borings in Soft Rock	\$ _____ / Foot
18	Rock Coring	\$ _____ / Foot
19	Standby Time (Drill Rig and Crew)	\$ _____ / Foot
20	Grout/ Bentonite Backfill	\$ _____ / Foot
21	Dozer/ Clearing Cost	Cost + _____ %
22	Concrete/Asphalt Patch	\$
23	Traffic Control/ Signs, Barricades, etc.	Cost + _____ %
24	All Other Outside Expenses	Cost + _____ %

NO.	DESCRIPTION	UNIT COST
EQUIPMENT EXPENSE		
25	Laptop Computer Rental (w/ Printer)	\$ _____ /Day
26	Laptop Computer Rental (w/ Printer)	\$ _____ /Wk
27	Laptop Computer Rental (w/ Printer)	\$ _____ /Mo.
28	Concrete Beam Breaker	\$ _____ /Day
29	Concrete Beam Breaker	\$ _____ /Wk
30	Concrete Beam Breaker	\$ _____ /Mo.
31	Vacuum Extractor	\$ _____ /Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost + _____ %
TEX METHOD	TEST DESCRIPTION	UNIT COST
SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	\$ _____ Hr
Tex-103-E	Determination of Moisture Content in Soil Material	\$ _____ Ea
Tex-104-E	Determination of Liquid Limit of Soils	\$ _____ Ea
Tex-105-E	Determination of Plastic Limit of Soils	\$ _____ Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	\$ _____ Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	\$ _____ Ea
Tex-108-E	Determination of Specific Gravity of Soils	\$ _____ Ea
Tex-110-E	Part I Sieves thru 40	\$ _____ Ea
	Part II Sieves thru 200	\$ _____ Ea
	Additional Sieves	\$ _____ Ea
Tex-111-E	Minus 200 Sieve Analysis	\$ _____ Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	\$ _____ Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	\$ _____ Ea
Tex-117-E	Triaxial Compressive Test for Disturbed Soils and Base materials (Part I Standard Method)	\$ _____ Ea
	Disturbed Soils and Base Materials (Part II)	\$ _____ Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	\$ _____ Ea
Tex-128-E	Determination of Soil pH	\$ _____ Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	\$ _____ Ea
HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	\$ _____ Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	\$ _____ Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	\$ _____ Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	\$ _____ Ea
Tex-203-F	Sand Equivalent Test	\$ _____ Ea

Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	\$ Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	\$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	\$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	\$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	\$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	\$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	\$ Ea \$ Ea
Tex-224-F	Determination of Falkiness index	\$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	\$ Ea
CONCRETE SECTION		
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	\$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	\$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In-Conjunction with 401-A)	\$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	\$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	\$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	\$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	\$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	\$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	\$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	\$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	\$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	\$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	\$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	\$ Ea
Tex-460-A	Determination of Crushed Face Particle Count	\$ Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	\$ _____ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	\$ _____ Ea
OTHER SECTION	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

DRAFT

EVALUATION CRITERIA
Exhibit "B"
Hidalgo County-"Construction Materials Testing Services"
RFQ No. 2011-004-01-05-MEG

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, drainage/irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20)

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:

- * demonstrate an understanding of the scope of services
- * address appropriate Federal/State/Local regulations and policies
- * identify information to be gathered or obtained

The firms should provide as much background information as to its experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

EXHIBIT "B"
RFQ EVALUATION FORM – RFQ No.2011-004-01-05-MEG
HIDALGO COUNTY-"CONSTRUCTION MATERIALS TESTING SERVICES"

Selection Criteria	Points	Score
1. Staffing of Project Team (25)		
➤ Provide information on their proposed professional team members	10	
➤ Experience in performing similar contracts for counties, cities, drainage/irrigation districts, TXDOT etc.	10	
➤ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	TOTAL:	=====
2. Experience of Project Team/Ability to Commit Resources (20)		
➤ Designate experienced engineering staff to efficiently perform the work.	10	
➤ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	TOTAL:	=====
3. Methodology (20)		
➤ Knowledge, experience, and the equipment to provide the anticipated services	10	
➤ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	TOTAL:	=====
4. Understanding of Project/Similar Projects (25)		
➤ Demonstrate an understanding of the scope of services	10	
➤ Address appropriate Federal/State/Local regulations and policies	5	
➤ Identify information to be gathered or obtained	10	
Comments/Rationale for points:	TOTAL:	=====
5. Familiarity with Applicable Rules and Regulations (10)		
➤ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	10	
Comments/Rationale for points:	TOTAL:	=====
TOTAL SCORE:		=====

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional Insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any Insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				BIOMEDICAL DAMAGE (Per person) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MED (Any treatment) \$
	<input type="checkbox"/> OWNER'S & CONT. PROF.				PERSONAL AND ADJ. INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> SELF AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> LOC				PRODUCTS - COAR/POP AND \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (EA ACCIDENT) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO OWNED-AE ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY (EA ACC. AND) \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STAT. <input type="checkbox"/> OTHER TORTORY LIMITS
					E.L. EACH ACCIDENT \$
					E.L. DISEASE EA EMPLOYEE \$
					E.L. DISEASE-POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE	

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____, 20____.

**BIDDER/VENDOR
APPLICATION AND W-9**

Hidalgo County
(Including All Funding Sources, Programs, and Entities)
Request for Qualifications

**“CONSTRUCTION MATERIALS TESTING
SERVICES”**

RFQ NO.: 2011-004-01-05-MEG

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEPARTMENT

Hidalgo County

(Including All Funding Sources, Programs, and Entities)

Request for Qualifications

“CONSTRUCTION MATERIALS TESTING SERVICES”

RFQ NO.: 2011-004-01-05-MEG

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “A”

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

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”

SCOPE OF SERVICES TO BE PROVIDED BY THE 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: Hidalgo County Precinct No.3 Projects, “ON A AS NEEDED BASIS” and 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’S RATES

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

ALKALI-SILICA REACTIVITY

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 1260	Potential Alkali Reactivity of Aggregate Mortar Bar Method			
	Fine Aggregate	UKFA	\$	613.00 /ea
	Coarse Aggregate	UKFF	\$	854.00 /ea
ASTM C 1260	Concrete Mix Design			
	Initial Mix with Two Components	UKFG	\$	854.00 /ea
ASTM C 1567	Concrete Mix Design			
	Initial Mix with Multiple Components	UKFK	\$	1,196.00 /ea
ASTM C 1012	Length Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution	UKFI	\$	1,507.00 /ea
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations Mortar Bar Method	UKFB	\$	545.00 /set
ASTM C 1293	Concrete Aggregates by Determination of Length Change of Concrete Due to Alkali-Silica Reaction	UKFC	\$	1,705.00 /ea
ASTM C 441	Effectiveness of Mineral Admixtures on Ground Blast Furnace Slag in Preventing Excessive Expansion of Concrete Due to Alkali-Silica Reaction	UKFD	\$	910.00 /mix

APARTMENT STRUCTURAL OBSERVATION

FIELD SERVICES

Shear Wall Anchorages	Q430	\$	70.00 /hr
Shear Wall Hurricane Straps	Q431	\$	70.00 /hr
Shear Wall Nailing Patterns	Q432	\$	70.00 /hr
Interior and Exterior Shear Walls	Q433	\$	70.00 /hr
Roof Trusses	Q434	\$	70.00 /hr
Floor Truss Framing	Q435	\$	70.00 /hr

ASPHALTIC CONCRETE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	QT00	\$	45.00 /hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature			

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

Technician Time		Q401	\$	53.50 /hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination			
	Technician Time	Q419	\$	53.50 /hr
ASTM D 2950	Nuclear Density Test with Inspection	Q0R5	\$	15.00 /ea
	Nuclear Density Test	Q0M0	\$	19.25 /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	\$	258.50 /ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	UBMF	\$	132.75 /ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	UBW3	\$	58.25 /set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test a) Molded Specimen b) Asphalt Core (Technician Time)	UBJ0 UBW3 Q411	\$ \$ \$	58.25 /set 58.25 /set 45.00 /hr
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor) Hveem (Gyro Compactor)	UB6L UB6Q	\$ \$	60.75 /set 78.00 /set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance TxDOT CMHB TxDOT Calibration Mix and Pans TxDOT Black Base Design, Item 345	QWZW QWZX UKV0 WC1N WC1P	\$ \$ \$ \$ \$	1,993.00 /ea 1,993.00 /ea 2,832.00 /ea 333.00 /ea 1,493.00 /ea

ASPHALTIC CONCRETE (Continued)

REFERENCE LABORATORY SERVICES

TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	UB4B	\$	53.00 /ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	UPL0	\$	82.25 /ea
AASHTO TP 33	Fine Aggregate Angularity	WCNC	\$	51.50 /ea
ASTM D 4791-95	Flat and Elongated Particles	UB6B	\$	51.50 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

TxDOT, TEX-201-F; Specific Gravity (Coarse or Fine Aggregate) ASTM C 127		UB5B	\$	43.75 /ea
TxDOT, TEX-201-F; Absorption (Coarse or Fine Aggregate) ASTM C 127		UBAB	\$	63.50 /ea
TxDOT, TEX-411-A; Sulfate Soundness (Time and Test) ASTM C 88	Preparation Time	U002	\$	49.00 /hr
	a) Magnesium - 5 Cycle	UB3S	\$	504.00 /ea
	b) Sodium - 5 Cycle	UB3T	\$	449.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test) Los Angeles Abrasion Test (Small or Large Coarse Aggr)	UQR0	\$	195.00 /ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	VREA	\$	6,159.00 /ea
TxDOT, TEX-227-F; Maximum Theoretical Specific Gravity (Rice Gravity) ASHTO T 209; ASTM D 2041		UBS0	\$	92.50 /ea
TxDOT, TEX-226-F; Moisture Sensitivity Test (Tensile Strength Ratio Test) AASHTO T 283; ASTM D 4867	with Freeze/Thaw without Freeze/Thaw	VRE0 VRD0	\$	534.00 /ea 417.00 /ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM) Mixture Design Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	2UB6S 2UB6R	Upon Request \$	 786.00 /set
TxDOT, TEX-126-E	Molding and Strength	2UB61	\$	382.00 /set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	UB62	\$	145.00 /set
ASTM D 1559	Molding and Marshall	UB63	\$	136.25 /set

ASPHALTIC CONCRETE (Continued)

TxDOT, TEX-103-E	Molded Moisture Content	2UQV0	\$	12.00 /ea
TxDOT, TEX-461-A (2005); ASTM D 6928-10	Micro-Deval Abrasion	2UL24	\$	243.00 /ea

BLAST MONITORING

REFERENCE

FIELD SERVICES

USBM	The Following Rates Include Travel Time Charges and Technician Time Charges Hourly Rate	Q437	\$	70.00 /hr
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If Frequency Analysis is Required, R-K Needs to be
Notified at Least 3-Days in Advance of Blast Monitoring

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

Seismic Equipment Rental (Minimum of 1 Per Month) Cost + 15%

Technician Time	Q437	\$	70.00 /hr
Materials Engineer	TS	\$	165.00 /hr

BRICK

REFERENCE **FIELD SERVICES**

Masonry Observations	Q410	\$	57.25 /hr
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REFERENCE **LABORATORY SERVICES**

ASTM C 62	Compressive Strength			
	Preparation Time	U002	\$	49.00 /hr
	Saw Cut (If Required)	UL21	\$	1.13 /sq.in.
	Compressive Strength Testing of Standard Size Specin	UFH0	\$	29.00 /ea
	Initial Rate of Absorption (Lab)	UFAM	\$	128.00 /ea
	Absorption Test	UFA0	\$	37.00 /ea
	Modulus of Rupture (Standard Size)	UEA1	\$	253.00 /set
	Freeze/Thaw	VGLV	\$	379.00 /set
	Efflorescence	UEA2	\$	376.00 /set
	Breaking Load	UEA4	\$	205.00 /set

BUILT-UP ROOFING

REFERENCE **FIELD SERVICES**

Observation by Materials Technician During Installation Including Verification of Materials, Asphalt Application Rates, Proper Lapping of Felt Material, Proper Insulation and Quantity of Aggregate	Q410	\$	57.00 /hr
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REFERENCE **LABORATORY SERVICES**

	Sample Testing and Analysis Including Determining Number of Felt Paper Plies, Weight of Interply Layers of Bituminous Material, Weight of Flood Coat and Weight of Aggregate Surface Materials, and Photographs of Each Item (Sampling by Others)			
ASTM D 3617	a) New Roofs Prior to Application of Flood Coat and Aggregate Surfacing	UND6	\$	449.00 /sample
ASTM D 2829	b) Existing Roofs	UNE5	\$	510.00 /sample

ROOF SURVEYS

Nuclear Gauge In-Place Moisture Measurements at 10-ft. Centers	Q420	\$	57.00 /hr
Moisture Plume Identification	Q420	\$	57.00 /hr
Roof Layout with Moisture Readings	Q420	\$	57.00 /hr

CEMENT TREATED BASE / SUBGRADE

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
PCA	Sampling Raw Materials for Mix Verification Technician Time	QT00	\$	45.00 /hr
	Sampling Contractor Processed Material Technician Time	QT00	\$	45.00 /hr

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
PCA	Molding Controlled Processed Material	VST5	\$	71.75 /ea
PCA	Unconfined Compressive Strength Testing	VSGR	\$	33.00 /ea
ASTM D 559; ASTM D 560	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw	VS90	\$	613.00 /set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg Limits	VSRS	\$	437.00 /ea
	<u>Mix Design</u>			
PCA TxDOT, TEX-120-E	Mix Design - Cement Treated Base (Does Not Include Durability)	VSRR	\$	1,219.00 /ea

CHEMICAL ADMIXTURE

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 494	Residue on Oven Drying	UK1V	\$	37.00 /ea
ASTM C 494	pH	UK0W	\$	17.00 /ea
ASTM C 494	Specific Gravity by Hydrometer	UK58	\$	20.00 /ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	UKNY	\$	121.00 /ea
ASTM C 494	Admixture Certification Program	UKFE		Upon Request
ASTM C 260	Admixture Certification Program	UKFE		Upon Request

CONCRETE

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
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	\$	45.00 /hr
	Pick-Up of Test Specimens	Q055	\$	45.00 /hr
	Standby Time	Q600	\$	45.00 /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	\$	14.00 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	QNL0	\$	25.75 /ea
	c) "Hold" Cylinder (Additional Charge)	QGP0	\$	9.50 /ea
	d) "Strip" Cylinder (Additional Charge)	QGY0	\$	12.25 /ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	QFXG	\$	16.50 /ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	QFXG	\$	16.50 /ea
	g) Dry Density - Concrete Cylinder	QGMH	\$	46.75 /ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	QMXC	\$	40.75 /ea
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	QBT0	\$	26.25 /ea
ASTM C 173	b) Volumetric	QB40	\$	34.50 /ea
AASHTO T 199	c) Chase	QBEO	\$	16.50 /ea
ASTM C 138	Unit Weight	QX00	\$	29.50 /ea
ASTM C 143	Additional Slump Test	QGWA	\$	20.75 /ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time	Q422	\$	53.50 /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	\$	53.50 /hr
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	VURO	\$	313.50 /ea
ACI 211.1 (303.R)	Architectural Mix Design	VAR0	\$	344.00 /ea
ACI 211.2	Lightweight Structural Mix Design	VLR0	\$	323.00 /ea

CONCRETE (Continued)

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	VMVT	\$	344.00 /ea
ASTM C 1202	Chloride Ion Permeability	QAOA	\$	273.00 /set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	VGGK	\$	28.00 /ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	VT5B	\$	47.00 /ea
ASTM C 666	Freeze-Thaw Test	VGLV	\$	379.00 /set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	VGJB	\$	87.00 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

ASTM C 803	Windsor Probe (includes Surface Preparation)	VGLW	\$	89.00 /hr
ASTM C 805	Schmidt Rebound Number	VGLX	\$	89.00 /hr
ASTM C 157	Length Change of Mortar or Concrete	VGNN	\$	300.00 /set

CONCRETE AGGREGATES

REFERENCE **FIELD SERVICES**

ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	QT00	\$	45.00 /hr
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REFERENCE **LABORATORY SERVICES**

ASTM C 566	Moisture Content	UQV0	\$	9.50 /ea
ASTM C 29;	Unit Weight (Coarse or Fine)			
	a) Loose	UH9N	\$	37.75 /ea
	b) Rodded	UH9N	\$	37.75 /ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	UB5B	\$	44.00 /ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	UBMI	\$	60.75 /test
	Absorption			
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)	UHAQ	\$	26.25 /ea
	b) Lightweight Aggregate (Coarse)	UHAP	\$	26.25 /ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification			
	a) Coarse, Per Sample	UH4J	\$	46.75 /ea
	b) Fine, Per Sample	UH4K	\$	53.00 /ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	UH17	\$	51.75 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	UQR0	\$	195.00 /ea
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test) Preparation Time	U002	\$	49.00 /hr
	a) Magnesium - 5 Cycle	UB3S	\$	504.00 /ea
	b) Sodium - 5 Cycle	UB3T	\$	449.00 /ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size) Conducted in Conjunction with Concrete Mix Design Conducted Separate from Concrete Mix Design	VGR3 VG03	\$ \$	149.50 /ea 194.75 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

CONCRETE AGGREGATES (Continued)

ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	UH0U	\$	39.75 /ea
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REFERENCE LABORATORY SERVICES

ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	UPL0	\$	82.25 /ea
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ASTM C 142	Clay Lumps and Friable Particles	UHG0	\$	58.50 /ea
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ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	UH7P	\$	58.50 /ea
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TxDot, TEX 612-J	Acid Insoluble Residue	UHB1	\$	81.00 /ea
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ASTM D 3042	Acid Insoluble Residue	UHB0	\$	178.00 /ea
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TxDOT, TEX 461-A	Micro-Deval Abrasion	UL24	\$	243.00 /ea
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CONCRETE MASONRY UNITS

REFERENCE FIELD SERVICES

	Masonry Observation	Q515	\$	57.25 /hr
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REFERENCE LABORATORY SERVICES

ASTM C 140	Compressive Strength Test	UEH0	\$	67.75 /ea
	Compressive Strength Test	UEA0	\$	46.75 /ea
	Absorption Test			

ASTM C 426	Drying Shrinkage of Concrete Block	UEK1	\$	486.00 /pair
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ASTM C 1314	Compressive Strength CMU Prism	QMPT	\$	183.25 /ea
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CORING

REFERENCE FIELD SERVICES

ASTM C 42; ACI 318	Technician Time and Equipment			
	a) One Man	Q412	\$	53.50 /hr
	b) Two Men	Q413	\$	92.50 /hr
	c) Reinforcing Steel Detector	QK0N	\$	34.00 /day
	d) Coring Rig	QKJY	\$	103.50 /day
	e) Generator	QK0Z	\$	87.50 /day

Bit Wear

	a) Limestone Aggregate	QD0L	\$	4.15 /in.-in.
	b) Quartz Aggregate (River Gravel)	QDU0	\$	4.85 /in.-in.

REFERENCE LABORATORY SERVICES

ASTM C 42	Sawed Ends for Compressive Strength Tests			
	a) Limestone Aggregate	UL20	\$	1.13 /sq.in.

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	QFXF	\$	21.85 /ea
	Report Photographs		Cost +15%	
	Laboratory Air-Dried Unit Weight	QXAF	\$	15.50 /ea

DRILLED-AND-UNDERREAMED PIERS

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
	This Service is Provided to Observe and/or Record the Following Items:			
ACI 336.1	a) Specification Dimensions of Shaft and Bell b) Identification of Foundation Bearing Stratum c) Cleanliness of the Pier Excavation Bottom d) Size, Grade, Length, Concrete Cover and Orientation of Reinforcing Steel e) Consistency of Concrete Placed in the Pier			
	Technician Time			
	a) Hourly	BQ410	\$	57.25 /hr
	Cylinders Cast in Conjunction with Observation	QFXE	\$	14.00 /ea

FLY ASH

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>			
ASTM C 311	Standard Method of Sampling Fly Ash	U003	\$	49.00 /hr
ASTM C 311	Moisture Content	UQV0	\$	12.00 /ea
ASTM C 311	Loss of Ignition	WCU0	\$	33.00 /ea
ASTM C 311	Available Alkalies	WCE0	\$	96.00 /ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	WCN9	\$	60.00 /ea
ASTM C 311	Soundness, Autoclave	WCD0	\$	215.00 /ea
ASTM C 311	Pozzolanic Activity; Portland Cement	WCXF	\$	367.00 /ea
ASTM C 311	Pozzolanic Activity; Lime	WCXR	\$	154.00 /ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	WCKU	\$	280.00 /ea
ASTM C 618	ASTM C 618 Chemical Analysis	WCCG	\$	355.00 /ea
ASTM C 618	ASTM C 618 Physical Analysis	WCCW	\$	864.00 /ea
ASTM C 595	Water-Soluble Fraction	WC5E	\$	42.00 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

ASTM C 188	Specific Gravity	UK50	\$	60.00 /ea
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GROUND PENETRATING RADAR (GPR) SERVICES

REFERENCE **FIELD SERVICES**

ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges			
	Hourly Rate	Q402	\$	56.25 /hr
	GPR Equipment	QQ80M	\$	500.00 /day
	Materials Engineer	TS	\$	165.00 /hr

LIME

REFERENCE **FIELD SERVICES**

National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth			
	Technician Time	Q402	\$	56.25 /hr

REFERENCE **LABORATORY SERVICES**

ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compl UQ4X		\$	63.00 /ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg L VSPN		\$	377.25 /ea

PORTLAND CEMENT

REFERENCE **LABORATORY SERVICES**

ASTM C 183	Standard Method of Sampling Hydraulic Cement	U005	\$	49.00 /hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	Q403	\$	25.00 /ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	WHAU	\$	52.00 /ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Neer	WHIN	\$	57.00 /ea
ASTM C 151	Autoclave Expansion of Portland Cement	WHD0	\$	205.00 /ea
ASTM C 187	Normal Consistency of Hydraulic Cement	WHWH	\$	52.00 /ea
ASTM C 188	Specific Gravity of Hydraulic Cement	UR50	\$	60.00 /ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	WCN9	\$	60.00 /ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	WHM0	\$	52.00 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

ASTM C 114	Chemical Analysis	WHBG	\$	376.00 /ea
ASTM C 91	Water Retention of Masonry Cement	WH52	\$	96.00 /ea
ASTM C 150	Chemical Analysis	WHBG	\$	376.00 /ea
	Physical Analysis	WHBW	\$	748.00 /ea

PRECAST CONCRETE PLANT OBSERVATION

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
PCI MNL-117	Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship			
	Materials Engineer		\$	145.50 /hr
	Technician Time	Q423	\$	57.25 /hr
	Cylinders	QFXE	\$	14.00 /ea
	Job-Site Erection Observation			
	Technician Time	Q423	\$	57.25 /hr

SOILS

<u>REFERENCE</u>	<u>FIELD SERVICES</u>			
ASTM D 75	Sampling Subgrade, Fill or Base			
	Technician Time	QT00	\$	45.00 /hr
	In-Place Moisture-Density Tests			
	Technician Time	QT00	\$	45.00 /hr
ASTM D 2922	Nuclear Density	Q0M0	\$	19.25 /ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	QUM0	\$	73.00 /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	\$	45.00 /hr
	Proof Rolling Observation	QT04	\$	45.00 /hr
ASTM D 2922	Nuclear Density Tests with Observation	Q0R0	\$	15.00 /ea
	<u>LABORATORY SERVICES</u>			
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	UQV0	\$	9.50 /ea
	Atterberg Limits			
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E VRBG)		\$	76.50 /ea
	Shrinkage Limit in Conjunction with Atterberg Limits			
ASTM D 427	a) Volumetric	WK2T	\$	106.00 /ea
	b) Linear (TxDOT, TEX-107-E)	WK2T	\$	106.00 /ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis			
	a) Washed Through No. 40 (Up to 5 Sieves)	WKR5	\$	51.75 /ea
	b) Washed Through No. 200 (Up to 4 Sieves)	WKR4	\$	86.00 /ea
	c) Additional Sieves	WKR6	\$	12.00 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

ASTM D 1140	Amount Finer Than No. 200 Sieve	WKR8	\$	51.75 /ea
	Moisture-Density Relationship			
	Preparation Time	U001	\$	48.00 /hr
ASTM D 698; ASTM D 1557	ASTM	VRSF	\$	210.50 /ea
AASHTO T 99; AASHTO T 180	AASHTO	VRSF	\$	210.50 /ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	VRSQ	\$	249.50 /ea
MIL STD CE 55A	Corps of Engineers	VRSQ	\$	249.50 /ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	UQR0	\$	195.00 /ea

SOILS (Continued)

REFERENCE

LABORATORY SERVICES

ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	VRF1	\$	823.75 /set
	Each Additional Specimen	VRFD	\$	189.75 /ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens			
	Part I	VR62	\$	1,369.00 /set
	Part II	VR63	\$	1,256.00 /ea
	Each Additional Specimen	VR6D	\$	154.00 /ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	UQ50	\$	86.00 /ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	WKRQ	\$	284.50 /ea
ASTM D 2166	Unit Weight	QX00	\$	29.50 /ea
TxDOT, TEX-116-E	Wet Ball Mill	WK60	\$	215.50 /ea
TxDOT, TEX-107-E	Shrinkage Limit	WK2T	\$	106.00 /ea
	Water Content and Visual Classification	W050	\$	13.50 /ea
	Unconfined Compression (includes unit dry weight)			
	a) Soil Shelby Tube Specimens	VP7L	\$	45.00 /ea
	b) Rock Core Specimens	VN7L	\$	49.00 /ea
	(1) Sawed Specimen Ends	UL21	\$	11.25 /end
	Triaxial Compression			
	a) Unconsolidated-Undrained, Per Specimen	W046	\$	82.00 /ea
	b) Unconsolidated-Undrained, Multistage	WF46	\$	285.00 /ea
	Direct Shear			
	a) Unconsolidated-Undrained	WK16	\$	226.00 /ea
	a) Consolidated-Drained (Sand)	WIIE	\$	478.00 /ea
	Consolidation without Hysteresis Loop (Not Including Speci	WKH0	\$	588.00 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

Consolidation with Hysteresis Loop (Not Including Specific	WDG0	\$	703.00 /ea
Swell Test			
a) Method "A"	WL0Y	\$	1,040.00 /ea
b) Method "B"	WL0M	\$	183.00 /ea
b) Method "C"	WL0P	\$	1,248.00 /ea
d) Modified Method "B"	WL00	\$	162.00 /ea

STEEL

REFERENCE

AISC

FIELD SERVICES

AWS D1.1	Observation - Fabrication Shop or Field Erection			
	Certified Welding Inspector	Q455	\$	109.25 /hr
	Technician Time	Q423	\$	57.25 /hr
AISC	Weldment Observation			
	Certified Welding Inspector	Q455	\$	109.25 /hr
	Technician Time/Certified Associate Welding Inspector	Q424	\$	58.25 /hr
CRSI; ASTM A 615	Bolt Torque Testing			
	Technician Time	Q423	\$	57.25 /hr
CRSI, ACI 318	<u>Reinforcing Steel</u>			
	Sampling for Subsequent Lab Testing			
	Technician Time	QK5N	\$	45.00 /hr
PTI; ACI 318	Placement and Cross-Section Observation			
	Materials Engineer	Q425	\$	145.50 /hr
	Technician Time	Q423	\$	57.25 /hr
AWS D1.1; ASME Sec. IX	<u>Pre-Tensioning Strands/Post-Tensioning Tendons</u>			
	Placement and Stressing Observation			
	Materials Engineer	Q425	\$	145.50 /hr
	Technician Time	Q423	\$	57.25 /hr
AWS D1.1	<u>Welders Tests</u>			
	Witness Qualification Welding	QZ00	\$	109.25 /hr
AWS D1.1	Qualification Welding Coupons			
	a) 3/8-in. Coupon		Cost +15%	
	b) 1-in. Coupon		Cost +15%	
AWS D1.1	Guided Bend Tests			
	Bend Tests	QWC0	\$	28.00 /ea
	Set-Up Charge, Per Day	QJS0	\$	55.00 /day
	Tensile Tests (Test and Set-Up)			
	Tensile Tests		Cost +15%	
	Coupon Preparation and Machining Services		Cost +15%	
	Welder Qualification Positions	QZ10	\$	96.00 /ea

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES

CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES
Radiographic Examination of Coupons Q100 \$

109.00 /ea

REFERENCE

ASTM A 370

LABORATORY SERVICES

Tension Tests

a) Reinforcing Steel with Elongation	QWZV	\$	38.00 /ea
b) Reduced Section Preparation (No. 14 & No. 18)	QWZ0	Cost +15%	
c) Set-Up Charge, Per Day	QJS0	\$	55.00 /day

CONSULTANTS AND COORDINATION

Principal Engineer	\$ 182.00 to 302.75/hr
Managing Engineer	\$ 115.50 to 198.75/hr
Staff Engineer	\$ 91.00 to 162.25/hr
Laboratory Manager	\$ 73.00 to 140.50/hr
Construction Services Manager	\$ 73.00 to 140.50/hr
Project Management/Coordination Time	\$ 46.00 to 106.00/hr
Outside Professional Services	Cost +15%
Additional Insured	\$ 211.00/ea
Secretarial	\$ 46.00 to 79.00/hr
Word Processing	\$ 46.00/hr
Report Preparation and Administration	\$ 46.00 to 79.00/hr

ZONE CHART

<u>ZONE</u>	<u>TRAVEL TIME</u>	<u>MILEAGE CHARGE</u>
0	0.25	\$ 6.75
1	0.75	\$ 12.50
2	1.00	\$ 22.50
3	1.25	\$ 31.00
4	1.50	\$ 43.25
5	2.00	\$ 60.75
6	2.50	\$ 79.75
7	3.00	\$ 97.75
8	3.50	\$ 117.00
9	4.00	\$ 134.00
10	4.50	\$ 153.00
11	5.00	\$ 171.75
12	5.50	\$ 190.00
13	6.00	\$ 208.25
14	6.50	\$ 228.25
15	7.00	\$ 246.25
16	7.50	\$ 264.50
17	8.00	\$ 283.50
18	8.50	\$ 301.50
19	9.00	\$ 313.50
20	9.50	\$ 337.50
21	10.00	\$ 354.00
22	10.50	\$ 370.75

EXHIBIT "C"
HIDALGO COUNTY
SCHEDULE OF FEES
CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

BASIC CHARGE

1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.
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/she returns from the project site.
3. Any engineering and/or technician services provided on Saturday and all work in excess of "Normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.3 times the appropriate hourly rate. Our total cost of services is based upon the assumption that 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 services rendered during "normal" work hours.
5. Minimum of 1 hour 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.

EXHIBIT “D”

WORK AUTHORIZATION FORM

EXHIBIT "D"
HIDALGO COUNTY
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, Raba-Kistner Consultants, Inc., 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 _____, 2009.

THE LABORATORY:

Raba-Kistner Consultants, Inc.

By: _____

Print Name

THE OWNER:

HIDALGO COUNTY

By: Rene A. Ramirez, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

EXHIBIT “E”

SUPPLEMENTAL AGREEMENT FORM

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 paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Raba-Kistner Consultants, Inc.**, hereinafter called the "**Laboratory**".

WITNESSETH

WHEREAS, the **Owner** and the **Laboratory** executed the **Agreement** on the _____ day of _____ 2009 concerning Laboratory for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph 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. Paragraph ___ of the **Agreement**, (paragraph 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:

BY: _____

Address for Giving Notices:

THE OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

LIST OF ATTACHMENTS

(as required)

EXHIBIT “F”

**CERTIFICATES OF
INSURANCE**

