

HIDALGO COUNTY
Professional Construction Material Testing laboratory Services
Agreement # C-12-212-09-11.
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the "**Owner**," and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Minnesota Road West Drainage and Road Improvements – Pharr, Hidalgo County, Texas.

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

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

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is \$7,099.90. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as *EXHIBIT "D"*.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 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.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

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

WA 2

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

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

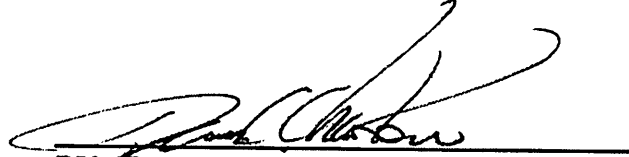
**HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2**

BY: _____

PART 8 ACCEPTANCES AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2011.

**THE LABORATORY:
RABA KISTNER Consultants, Inc.**


BY: Dennis C. Charkow

**THE OWNER:
HIDALGO COUNTY**

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

Services to be Provided by County

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

General:

The Owner will provide to the Laboratory the following:

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

Exhibit “B”

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No.2 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.



Proposal No.: PMD13-033-00 EXHIBIT "D"
February 28, 2013

Raba Kistner
Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

Mr. Agapito Vargas, Executive Director
Hidalgo County Border Colonial Access Program
301 East State Street
Pharr, Texas 78577

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

**RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. No. 2 – Minnesota Road West Drainage and Road Improvements
Pharr, Hidalgo County, Texas**

Dear Mr. Vargas:

Raba Kistner Consultants, Inc. (RKCI) is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **\$7,099.90**.

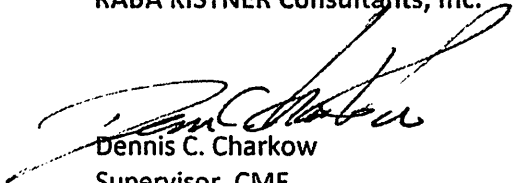
Our proposed scope of services and estimated item quantities are based upon our interpretation of the project drawing received via electronic-mail transmittal from Mr. Agapito Vargas, Executive Director with Hidalgo County Border Colonia Access Program, on Thursday, February 21, 2013, and are without the aide of the general contractor's schedule. The scope and quantity of services provided will be dependent upon services actually required by you or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by RKCI.

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.



Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges

Copies submitted: Above (1)

Accepted By _____
(Signature)

(Typed or Printed Name)

(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip) _____ 1.00 /hour(s)
Vehicle Trip Charge _____ \$ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation 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. RKCI 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. RKCI 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 RKCI for the project.
8. RKCI will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No. 2 – Minnesota Road West Drainage and Road Improvements
Pharr, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil and Building Pads Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$214.75	each	3	\$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$78.25	each	3	\$234.75
3. Sieve Analysis -200	\$53.00	each	2	\$106.00
4. Sieve Analysis - Flexible Base Material	\$53.00	each	1	\$53.00
5. Technician Time Sampling	\$46.00	hour	6	\$276.00
6. Lime Series Cuve Determination Including Five pH Determinations	\$385.00	each	1	\$385.00
7. Field Density Test - Roadway (Assume 1 Desnity / 200 ln.ft. Roadway. S-G/F-B)	\$19.75	each	22	\$434.50
8. Technician Time - Density Testing - Roadway	\$46.00	hour	20	\$920.00
9. Utility Backfill Field Density Test	\$19.75	each	9	\$177.75
10. Technician Time - Density Testing - Utility Backfill	\$46.00	hour	12	\$552.00
11. Vehicle Travel Charge	\$45.00	trip	18	\$810.00
Subtotal				\$4,593.25
Asphalt:				
1. Asphaltic Concrete Laydown Observation	\$55.00	hour	8	\$440.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$265.00	each	2	\$530.00
3. Maximum Theoretical Specific Gravity of Asphalt	\$97.00	each	2	\$194.00
4. Asphaltic Concrete Coring: (Assume 5 Cores)				
a.) Two Men	\$94.50	hour	2	\$189.00
b.) Coring Rig	\$105.75	day	1	\$105.75
c.) Generator	\$89.25	day	1	\$89.25
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$4.95	in.-in.	36	\$178.20
5. Vehicle Travel Charge	\$45.00	trip	3	\$135.00
Subtotal				\$1,861.20
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$645.45
Subtotal				\$645.45
GRAND TOTAL				\$7,099.90

PROJECT DATA SHEET

Project Name: _____

Client Project No: _____ **Purchase Order No.:** _____

Invoicing Information: **Company Name:** _____

Address: _____

Attention: _____

Report Distribution Information (Please provide required report distribution and requested number of copies of each)

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

No. Copies () _____

Contact: _____ **e-mail:** _____

Phone No.: _____ **Fax No.:** _____

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