

Proposal No.: PMD13-057-00 EXHIBIT "D"  
May 03, 2013

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

Mr. Agapito Vargas  
Hidalgo County Precinct No. 2  
300 West Hall Acres, Suite G  
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 – McColl Road Overlay and Curb and Gutter Improvements  
Hidalgo, 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 **\$5,065.17**.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project drawings and specification in CD format picked-up at the office of Hidalgo County Planning Department, on Tuesday, April 30, 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.**

*For*  Dennis C. Charkow  
Supervisor, CME

DCC/rs  
Attachments: Basic Charges

Accepted By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

Date \_\_\_\_\_

Copies submitted: Hand Delivered (2)



**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 – McColl Road Overlay and Curb and Gutter Improvements**  
**Hidalgo, Hidalgo County, Texas**

SERVICE	UNIT RATE		QUANTITY	TOTAL
<b>Concrete: Curb-Gutter and Inlets</b>				
1. Concrete Compressive Strength Tests	\$14.50	each	40	\$580.00
2. Technician Time - Concrete Testing	\$46.00	hour	16	\$736.00
3. Air Content of Concrete	\$27.00	each	8	\$216.00
4. Technician Time - Pick-Up of Specimen(s)	\$46.00	hour	6	\$276.00
5. Vehicle Travel Charge	\$45.00	trip	11	\$495.00
<b>Subtotal</b>				<b>\$2,303.00</b>
<b>Asphalt:</b>				
1. Asphaltic Concrete Laydown Observation	\$55.00	hour	12	\$660.00
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 6 Cores)				
a.) Two Men	\$94.50	hour	4	\$378.00
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. Core Hole Patch	\$5.25	each	6	\$31.50
6. Vehicle Travel Charge	\$45.00	trip	3	\$135.00
<b>Subtotal</b>				<b>\$2,301.70</b>
<b>Other:</b>				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$460.47
<b>Subtotal</b>				<b>\$460.47</b>
<b>GRAND TOTAL</b>				<b>\$5,065.17</b>





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

**WORK AUTHORIZATION NO. 3**

**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 McColl Road Overlay and Curb and Gutter Improvements – Hidalgo, 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 \$5,065.17. 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. 3 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 3

**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 3.

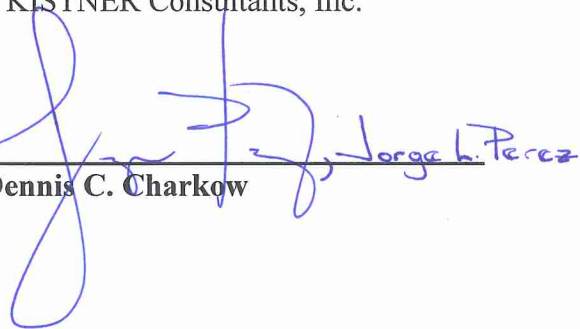
**HIDALGO COUNTY  
COMMISSIONER PRECINCT NO 2**

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.

For BY: Dennis C. Charkow  Jorge L. Perez

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
**Ramon Garcia, County Judge**

**ATTEST:**

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