

HIDALGO COUNTY
Professional Construction Material Testing Laboratory Services
Agreement# C-14-279-08-12
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Raba Kistner Consultants, Inc.** professional Laboratory's of **McAllen, Texas**, hereinafter called "**Laboratory**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Laboratory** to provide **Construction Materials Engineering and Testing Services**.

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 and as follows:

In order to achieve the Client's objectives, we propose a phased approach to perform the following scope of work:

Phase I - Field Study

- Review available construction drawings, specifications, approved submittals, surveys, and previous engineering reports, if any.
- Conduct a site visit to observe the exterior wall and interior spaces where water infiltration conditions have been reported by others. This will require access to the roof.
- Perform RILEM tube testing at select locations to measure the absorption of water through the block.
- Conduct an Infrared (IR) survey of the exterior wall to try to identify anomalies that may indicate the presence of moisture within the exterior wall system.
- Obtain four, 2-inch to 3-inch diameter core specimens of the face block for visual observation and laboratory testing to be determined. Core holes will be patched with a non-shrink cementitious grout.
- Once the cores have been removed, RKCI will observe and document the interior of the cells which may or may not be filled with grout or insulation.

- Obtain moisture readings at select locations with the use of digital, hand-held moisture meters where indications of moisture and/or water damage are observed and accessible.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization-Phase I is **\$5,800.00**. 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 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall be funded through funding source:
Account No. :**4-1100-419-40-220-001-0-339**
Requisition Number **#261086 (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**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.1, Commissioner, Arturo "AC" Cuellar, Jr., as to content and detail of this Work Authorization No. **1**.

**HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1:**

BY: _____
Arturo "AC" Cuellar, Jr.

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2014.

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

**THE OWNER:
HIDALGO COUNTY**

By: Isidoro Arjona, P.E., PMP, VP

By: Ramon Garcia, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

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



Proposal No. PSR14-042-00
July 9, 2014

Raba Kistner
Consultants, Inc.
12821 W. Golden Lane
San Antonio, TX 78249
P.O. Box 690287
San Antonio, TX 78269
www.rkci.com

P 210 :: 699 :: 9090
F 210 :: 699 :: 6426
TBPE Firm F-3257

Ms. Evangelina Y. Garcia
Contracts Manager
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539

**RE: Proposal for Professional Engineering Services
Concrete Masonry Unit (CMU) Block Wall Assessment
Hidalgo County Precinct 1 Constable's Building
1900 Joe Stephens Avenue
Weslaco, Texas**

Dear Ms. Garcia:

In accordance with your letter to Mr. Isidoro A. Arjona, P.E., P.M.P., Vice President with RABA KISTNER Consultants, Inc. (RKCI), dated June 18, 2014, RKCI is pleased to provide this proposal to Hidalgo County Precinct 1 (Client), for the above-referenced project.

Purpose

On the basis of your letter to Mr. Arjona and the additional information described in subsequent email messages, we understand that the requested scope of this work is to provide consulting engineering services to test in-place Concrete Masonry Unit (CMU) block to determine if water repellent admixtures are present within the block matrix. We understand this information is needed in order to assess water infiltration conditions at the Precinct 1 Constable's Building in Weslaco, Texas. Based on our previous experience with water infiltration issues into buildings, it is our judgment that in order to properly assess the cause of the reported water infiltration, it would be necessary to not only test samples of the CMU block, but to conduct a review of the CMU block wall system as a whole to determine if there are other conditions (i.e. penetrations, water in the block due to rain during construction, weep installation, flashings, etc.) that could be contributing to the reported problem. Based on your letter and our understanding of the problem, we are proposing a scope of work that addresses not only the requested CMU block testing, but also other tasks that can help develop a better understanding of the problem and the possible repair solutions.

Project Approach

This proposal presents RKCI's approach to providing professional consulting services. The following sections contain the project information, RKCI's proposed scope of services, fee information, a schedule for completing these services, and procedures for authorizing the work. This proposal is based on the information provided to us by our Client, our understanding of the specific needs for this project, and our experience with similar projects.



Background Information

On the basis of the information provided to us by our Client and the transmittal letter prepared by Mr. George A. Garcia, Project Architect with Alcocer Garcia Associates, Inc., the project's architectural firm of record, dated July 7, 2014 and addressed to Mr. Arjona, it is our understanding that rainwater penetrates through the CMU block of the Constable's building. We understand the block was manufactured by Innovative Block of South Texas located in La Feria, Texas. According to the information provided in Section 042000 *UNIT MASONRY (CMU BLOCK)* of the project specification manual it was specified that the CMU block be manufactured with an integral water repellent additive, *Dry-Block Block Admixture* manufactured by W.R. Grace & Co. or an equivalent product. On the basis of his past experience with a similar condition at a previous project, Mr. Garcia is concerned that the water penetration is a result of the existing block not having been manufactured with this additive.

Scope of Work

In order to achieve the Client's objectives, we propose a phased approach to perform the following scope of work:

Phase I - Field Study

- Review available construction drawings, specifications, approved submittals, surveys, and previous engineering reports, if any.
- Conduct a site visit to observe the exterior wall and interior spaces where water infiltration conditions have been reported by others. This will require access to the roof.
- Perform RILEM tube testing at select locations to measure the absorption of water through the block.
- Conduct an Infrared (IR) survey of the exterior wall to try to identify anomalies that may indicate the presence of moisture within the exterior wall system.
- Obtain four, 2-inch to 3-inch diameter core specimens of the face block for visual observation and laboratory testing as part of Phase II. Core holes will be patched with a non-shrink cementitious grout.
- Once the cores have been removed, RKC will observe and document the interior of the cells which may or may not be filled with grout or insulation.
- Obtain moisture readings at select locations with the use of digital, hand-held moisture meters where indications of moisture and/or water damage are observed and accessible.

Phase II - Sampling and Laboratory Testing

- Once the core samples have been recovered with the use of mechanical coring equipment, RKC will carefully package and ship the samples to one of our chemistry laboratory testing consultants to perform specialized testing (chemical, infrared, and/or scanning electron microscope) to determine if a water repellent additive is present within the matrix of the block cores. The type of testing to be performed will be determined once the cores have been visually examined in the laboratory. At that time, an amendment to this proposal will be submitted to our Client to approve the costs of performing the laboratory tests.

- Upon completion of the laboratory tests we will submit a written report with our findings, test results, and opinions.

Client Responsibilities

Because of the complexity of this project, RKCI makes the following assumptions:

- The Client will coordinate access to the building to include interior office spaces and the roof.
- The site visit will be performed during normal working hours.
- The Client will provide RKCI with copies of the original construction documents, a set of the as-built records pertaining to the walls in question, previous test reports (including both QA/QC observations and tests during construction, and any investigative testing that may have been performed post construction), approved submittals, and photographs, if any.

Limitations

The information provided in this document is directed to the Client, and may not contain information for others and/or for other uses. Some of our observations may be limited due to framing, furnishings, etc. If the information described in this document, provided by others, is incorrect or if additional information becomes available, RKCI may need to revise this document.

Project Schedule

We propose to begin work within three working days of receiving written authorization to proceed provided that the Client has coordinated access to the building. The site visit is estimated to take one working day to complete. Once the results of the field testing have been reviewed, RKCI will issue a preliminary report with our findings and recommendations for the Phase II work scope of this study.

Fee

RKCI proposes the Phase I services of this study for a lump sum fee of \$5,800.00. If we encounter conditions that warrant changing the scope of work, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with the attached unit rates.

Acceptance

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees

Please return one signed copy of this letter proposal to provide written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

RKCI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

ACCEPTED BY:



Laurie M. Steves, E.I.T.
Graduate Engineer



Jesse H. Aguilar, P.E.
Manager, Engineering & Forensic Services

LMS/JHA/jg

Attachments

Copies Submitted: Above (Email Only)

(Signature)

(Typed or Printed Name)

(Title)

(Date)

CONTACT INFORMATION:

(Phone No.) / _____
(Email Address)

EXHIBIT C

Proposal No. PSR14-042-00
July 9, 2014

3

- Upon completion of the laboratory tests we will submit a written report with our findings, test results, and opinions.

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Because of the complexity of this project, RKCI makes the following assumptions:

- The Client will coordinate access to the building to include interior office spaces and the roof.
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RKCI proposes the Phase I services of this study for a lump sum fee of \$5,800.00. If we encounter conditions that warrant changing the scope of work, we will contact you to receive authorization before proceeding with any additional work. Additional services will be billed on a unit basis in accordance with the attached unit rates.

EXHIBIT D

Proposal No. PSR14-042-00
July 9, 2014

3

- Upon completion of the laboratory tests we will submit a written report with our findings, test results, and opinions.

Client Responsibilities

Because of the complexity of this project, RKCI makes the following assumptions:

- The Client will coordinate access to the building to include interior office spaces and the roof.
- The site visit will be performed during normal working hours.
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SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal.....	\$135 to \$250/hour
Professional.....	\$70 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

**BREAKDOWN OF FEES
 WORK AUTHORIZATION NO. 1
 AGREEMENT # C-14-279-08-12
 CONCRETE MASONRY UNIT (CMU) BLOCK WALL ASSESSMENT
 HIDALGO COUNTY PRECINCT 1 CONSTABLE'S BUILDING
 WESLACO, HIDALGO COUNTY, TEXAS**

ITEM	DESCRIPTION	HOURLY RATE	QTY	Unit	COST
1.00	Consulting Engineering Services				
1.01	Senior PM/Engineer	\$175.00	1	HR	\$175.00
1.02	PM/Engineer	\$150.00	20	HR	\$3,000.00
1.03	Staff/Graduate Engineer	\$90.00	6	HR	\$540.00
1.04	Field Technician	\$52.00	7	HR	\$364.00
1.05	Clerical Administrative	\$60.00	4	HR	\$240.00
1.06	SUBTOTAL				\$4,319.00
2.00	Field Testing Services & Expenses	UNIT RATE	QTY	Unit	COST
2.01	Coring Technician	\$54.75	5	HR	\$273.75
2.02	Reinforcing Steel Detector	\$31.25	1	Day	\$31.25
2.03	Coring Rig	\$105.75	1	Day	\$105.75
2.04	Generator	\$89.25	1	Day	\$89.25
2.05	Infra Red Camera	\$200.00	1	Day	\$200.00
2.06	Rilem Tube Field Test	\$275.00	1	Day	\$275.00
2.07	Mileage	\$0.56	550	Mile	\$308.00
2.08	Meals (Overnight Reimbursement Rate)	\$56.00	2	Day	\$112.00
2.09	Lodging	\$86.00	1	Night	\$86.00
2.10	SUBTOTAL				1,481.00
3.00	TOTAL FEE				\$5,800.00