



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

**3. Term.** This Agreement is for a period of **one (1) year**, effective July 27, 2021 and will expire July 27, 2022 or unless sooner terminated as provided herein. The Engineer 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.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Engineer the amounts specified in Exhibit "C" attached hereto payable against written invoice submitted by Engineer. 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 Engineer 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. Engineer 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 Engineer 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 Engineer, or of a subcontractor, the Engineer 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 term, 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" attached to this Agreement. The County retains the right to reject any such amendment proposed by the Engineer. 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 Engineer, the County shall require the Engineer 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 Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineering 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 Engineer 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 Engineer or furnished to the Engineer 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 Engineer 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 Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer 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 Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. 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 Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer 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 Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer'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 Engineer's preliminary report will be addressed by the Engineer 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 Engineer'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 Engineer'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 Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer'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 Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any County 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.** Engineer 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 Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer 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. Engineer 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 Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer 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 Engineer.

**14. Insurance.** Engineer 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 Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer 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, Engineer 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 Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer 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 Engineer.

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 Engineer, 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. **INDEMNIFICATION.** Engineer shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Services by Engineer under this Contract. Said indemnity shall cover any intentional, negligent act or failure to act by the Engineer, its agents or employees. 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.** Expect 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:                   **HIDALGO COUNTY URBAN COUNTY PROGRAM**  
Attn: Patricio R. Avila, UCP Director  
1916 Tesoro Street,  
Pharr, Texas 78577

If to Engineer:               **Raba Kistner Consultants, Inc.**  
Attn: Katrin M. Leonard, P.E., Senior 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 Engineer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

**29. Professional Seal.** All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

**30. Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to the Engineer. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**31. Immunities.** Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

**32. Nondiscrimination:** Engineer, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this Contract. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

**33. Additional Documents:** The parties hereto covenant and agree that they will execute each 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.

**34. Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.236, a non-federal entity's contracts must contain the applicable provisions

described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

35. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**[SIGNATURE PAGE TO FOLLOW]**

**EXECUTED** as of the day and year first written above.

**HIDALGO COUNTY**

By: \_\_\_\_\_  
Richard F. Cortez, County Judge

**ENGINEER:  
RABA KISTNER CONSULTANTS, INC.**

By: \_\_\_\_\_

Printed Name Katrin M. Leonard, P.E.

Title: Senior Vice President

**ATTEST:**

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

*Approved by Commissioners' Court on: \_\_\_\_\_, 2021*

**APPROVED AS TO FORM:**  
Hidalgo County Office of the Criminal  
District Attorney Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**ATTACHMENTS:**

- EXHIBIT A** -Scope of Services to be provided by the County
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Engineer's Rates
- EXHIBIT D** -Work Authorization Form
- EXHIBIT E** -Supplemental Agreement Form
- EXHIBIT F** -Certificates of Insurance

# EXHIBIT "A"

## -Scope of Services to be provided by the 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 Engineer the following:

- 1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer 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 Engineer's request for information and/or required submittals and deliverables, in order for the Engineer 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 Engineer.
- 7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Engineer.

## **EXHIBIT “B”**

-Scope of Services to be provided by the Engineer

## **Exhibit "B"**

### Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing and Geo Technical Services for Hidalgo County Urban County Program, "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 the 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 specification 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 recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection 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 of 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 devised of accuracy traceable to the National Institute of 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 the 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”**

-Engineer Contract Rates

Exhibit "C"



Proposal No.: PMD21-024-01  
July 8, 2021

**Raba Kistner, Inc.**  
800 East Hackberry  
McAllen, TX 78501  
www.rkci.com

Ms. Guadalupe Garcia  
Hidalgo Urban County Program  
1916 Tesoro Street  
Pharr, Hidalgo County, Texas 78577

**P 956.682.5332**  
**F 956.682.5487**  
TBPE Firm F-3257  
TBAE Firm BR 3427

**RE: Construction Materials Observation and Testing Services  
City of Granjeno 2019 Public Facilities and Improvements Project  
6607 S. F.M. 494  
Grajeno, Hidalgo County, Texas**

Dear Mr. Garcia:

**RABA KISTNER Consultants, Inc. (RKCI)** is pleased to submit this proposal for Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **\$15,616.15**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications downloaded from the dropbox link provided to us via electronic-mail transmittal by Mr. Albert Trevino, Project Manager, with Hinojosa Engineering, Inc., the project's consulting engineering firm on Thursday, February 18, 2021, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/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.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Pages 4 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost

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 Bexar 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**.

Proposal No.: PMD21-024-01  
July 8, 2021

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.**



Eloy Arredondo  
Supervisor, CME

EA/WP

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) \_\_\_\_\_ 1.0 /hour(s)

Vehicle Trip Charge \_\_\_\_\_ \$ 29.25/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**  
**CITY OF GRANJENO – 2019 PUBLIC FACILITIES AND IMPROVEMENTS**

SERVICE	UNIT RATE		QUANTITY	TOTAL
<b>Earthwork:</b>				
1. Moisture-Density Relationship (Proctor)	\$271.50	each	3	\$814.50
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$99.00	each	3	\$297.00
3. Sieve Analysis -200	\$67.00	each	3	\$201.00
4. Technician Time Sampling	\$57.75	hour	6	\$346.50
5. Field Density Test - Footing	\$24.75	each	3	\$74.25
6. Technician Time - Density Testing - Footing	\$57.75	hour	2	\$115.50
7. Field Density Test - Utility - Inside Pad	\$24.75	each	24	\$594.00
8. Technician Time - Density Testing - Utility - Inside Pad	\$57.75	hour	20	\$1,155.00
9. Field Density Test - Utility - Outside Pad	\$24.75	each	16	\$396.00
10. Technician Time - Density Testing - Utility - Outside Pad	\$57.75	hour	20	\$1,155.00
11. Vehicle Travel Charge	\$29.25	trip	24	\$702.00
<b>Subtotal</b>				<b>\$5,850.75</b>
<b>Concrete:</b>				
1. Concrete Compressive Strength Tests	\$18.00	each	10	\$180.00
2. Technician Time - Concrete Testing	\$57.75	hour	4	\$231.00
3. Air Content of Concrete	\$34.00	each	2	\$68.00
4. Technician Time - Pick-Up of Specimen(s)	\$57.75	hour	4	\$231.00
5. Vehicle Travel Charge	\$29.25	trip	4	\$117.00
<b>Subtotal</b>				<b>\$827.00</b>
<b>Masonry:</b>				
1. Masonry Observation	\$62.00	hour	36	\$2,232.00
2. Mortar/Grout Compressive Strength Testing	\$18.25	each	60	\$1,095.00
3. Compressive Strength CMU Prism	\$228.50	each	AS REQUESTED	
4. Technician Time - Pick-Up of Specimen(s)	\$57.75	hour	24	\$1,386.00
5. Vehicle Travel Charge	\$29.25	trip	24	\$702.00
<b>Subtotal</b>				<b>\$5,415.00</b>
<b>Structural Steel Observation:</b>				
1. Structural Steel Observation/Bolts and Weld Certified Welding Inspector	\$112.00	hour	18	\$2,016.00
2. Non- Destructive Testing (Radiographic/Ultrasonic)	Cost + 15%		As Requested	
3. Vehicle Travel Charge	\$29.25	trip	3	\$87.75
<b>Subtotal</b>				<b>\$2,103.75</b>
<b>Professional Services:</b>				
1. Project Coordination	\$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	\$165.00	each	As requested	
3. Vehicle Travel Charge	\$29.25	trip	As requested	
<b>Subtotal</b>				
<b>Other:</b>				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$1,419.65
<b>Subtotal</b>				<b>\$1,419.65</b>
<b>GRAND TOTAL</b>				<b>\$15,616.15</b>



**EXHIBIT D**  
-Work Authorization Form

**HIDALGO COUNTY**  
**Professional Construction**  
**Material Testing Engineer Services**

**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**, acting by and through the **Hidalgo County Urban County Program**, hereinafter called the “**Owner**,” and, \_\_\_\_\_ professional engineers of \_\_\_\_\_, Texas, hereinafter called “**Engineer**”.

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the “engineering services” to provide **Construction material testing engineer 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 **Engineer** is identified in **EXHIBIT “B” – Scope of Services to be provided by the Engineer** 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 **Engineer** 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. \_\_\_\_\_

**PURCHASE ORDER 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.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and Confirmation by Hidalgo County Urban County Program, Patricio R. Avila, Director as to content and detail of this Work Authorization No. \_\_\_\_\_.

**HIDALGO COUNTY  
URBAN COUNTY PROGRAM**

BY: \_\_\_\_\_  
PATRICIO R. AVILA, UCP DIRECTOR

**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 \_\_\_\_\_, 2021.

**THE ENGINEER:**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: (Engineer Name)

\_\_\_\_\_  
By: Richard F. Cortez, County Judge

**ATTEST:**

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

**APPROVED AS TO FORM:**

Hidalgo County Office of the Criminal  
District Attorney Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**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**”, a \_\_\_\_\_ Professional Engineers of \_\_\_\_\_, Texas, hereinafter called the “**Engineer**”.

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_\_ day of \_\_\_\_\_ **20** \_\_\_\_\_ concerning Engineering for **Construction Material Testing Services** 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 **Engineer** 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 Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE ENGINEER:**

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: (Engineer Name)

\_\_\_\_\_  
By: Richard D. Cortez, County Judge

**ATTEST:**

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

**LIST OF ATTACHMENTS**

(as required)

**APPROVED AS TO FORM:**

Hidalgo County Office of the Criminal  
District Attorney Ricardo Rodriguez, Jr.

By: \_\_\_\_\_  
Victor M. Garza, Assistant District Attorney

**EXHIBIT F**  
-Certificates of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C.No, Ext): (866) 283-7122      FAX (A/C.No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Raba Kistner, Inc. 12821 W. Golden Lane San Antonio TX 78249 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Ironshore Specialty Insurance Company	<b>NAIC #</b> 25445
	<b>INSURER B:</b> Zurich American Ins Co	<b>NAIC #</b> 16535
	<b>INSURER C:</b> Allied World Surplus Lines Insurance Co	<b>NAIC #</b> 24319
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 570088471195

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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 THE TERMS,

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown are as requested	
							LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL0030509701	10/31/2020	10/31/2021	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0305096-01	10/31/2020	10/31/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC030509501	10/31/2020	10/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	E&O-PL-Primary			03121277 Claims Made SIR applies per policy terms & conditions	06/30/2021	06/30/2022	Aggregate Limit	\$1,000,000
							Each Claim	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Description: City of Granjeno 2019 Public Facility and Improvements Project, Dept. No. 5410. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

**CERTIFICATE HOLDER****CANCELLATION**

Hidalgo County Urban County Program  
 Attn: Patricia R. Avila, UCP Director  
 1916 Tesoro Street  
 Pharr TX 78577 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Southwest, Inc.*

Holder Identifier :

Certificate No : 570088471195



AGENCY CUSTOMER ID: 570000081474

LOC #:

### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Raba Kistner, Inc.	
POLICY NUMBER See Certificate Numbe 570088471195		EFFECTIVE DATE:	
CARRIER See Certificate Numbe 570088471195	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					(MM/DD/YYYY)	(MM/DD/YYYY)		
	OTHER							
A	Env Contr Pol1			ICELLUW00100874	10/31/2020	10/31/2021	Aggregate Limit	\$1,000,000
							Each Claim	\$1,000,000

**HIDALGO COUNTY UCP**  
**Professional Engineering Services**

**WORK AUTHORIZATION NO. 1**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Hidalgo County Urban County Program**, hereinafter called the “**Owner**,” and, **Raba Kistner, Inc.**, professional engineers of **McAllen**, Texas, hereinafter called “**Engineer**”.

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide: \_\_\_\_\_  
**CONSTRUCTION MATERIAL TESTING SERVICES**

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

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT “B” – Scope of Services to be Provided by the Engineer** attached hereto.

**PART 2. CONTRACT AMOUNT**

The estimated cost for services under this Work Authorization is \$ **15,616.15** This amount is based upon the costs outlined in the **Contract Amount** attached hereto as **ATTACHMENT “D”**.

**PART 3. PAYMENT**

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 5** of the Agreement.

**PART 4. FUNDING**

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

**5018-30-0306-5000-3000-UCP-EP**  
Requisition/Purchase Order 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 within the contract limits of two (2) years from approval of contract.**

**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 Urban County Program Director, Patricio R. Avila**, as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY  
URBAN COUNTY PROGRAM**

BY: \_\_\_\_\_  
**Patricio R. Avila, UCP Director**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **July 27, 2021** as indicated below and effective as of **27<sup>th</sup>** day of **July, 2021**.

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

**THE OWNER:  
HIDALGO COUNTY**

\_\_\_\_\_  
By: **Katrin M. Leonard, P.E., Senior Vice President**

\_\_\_\_\_  
By: **Richard F. Cortez, 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" - Contract Amount

# Attachment “A”

## Scope of Services to be Provided by the “Owner”

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

### **General:**

The Owner will provide to the Engineer the following:

- 1) Provide the authorization to proceed with services through coordinator with the project consulting and design Engineer.
- 2) Payment for work performed by the Engineer and accepted by the Owner in accordance with Article 3 of this Agreement.
- 3) Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
- 4) Provide any available relevant data the Owner may have on file concerning the project.
- 5) Provide timely review and decisions in response to the Engineer’s request for information and/or required submittals and deliverables, in order for the Engineer 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 Engineer.
- 7) Provide authorization to proceed with services on project by project basis through consulting design and construction Engineer.

## **Attachment “B”**

-Scope of Services to be provided by the Engineer

## **Attachment "B"**

### Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory Services, Construction Materials Testing and Geo Technical Services for Hidalgo County Urban County Program, "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 the 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 specification 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 recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, 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 projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection 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 of 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 device of accuracy traceable to the National Institute of 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 the 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.

# **Attachment “C”**

## **Work Schedule**

TBD once the construction schedule is established



Proposal No.: PMD21-024-01  
July 8, 2021

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

Ms. Guadalupe Garcia  
Hidalgo Urban County Program  
1916 Tesoro Street  
Pharr, Hidalgo County, Texas 78577

P 956.682.5332  
F 956.682.5487  
TBPB Firm F-3257  
TBAE Firm BR 3427

**RE: Construction Materials Observation and Testing Services  
City of Granjeno 2019 Public Facilities and Improvements Project  
6607 S. F.M. 494  
Granjeno, Hidalgo County, Texas**

Dear Mr. Garcia:

**RABA KISTNER Consultants, Inc. (RKCI)** is pleased to submit this proposal for Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **\$15,616.15**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications downloaded from the dropbox link provided to us via electronic-mail transmittal by Mr. Albert Trevino, Project Manager, with Hinojosa Engineering, Inc., the project's consulting engineering firm on Thursday, February 18, 2021, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/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.

This amount should not be considered a maximum but is **RKCI's** estimate of the probable costs associated with implementing the work outlined on Pages 4 of this document. The means/methods, sequencing, and scheduling of the Contractor and its Subcontractors, can significantly impact our estimate of the probable cost

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 Bexar 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**.

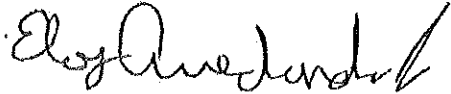


Proposal No.: PMD21-024-01  
July 8, 2021

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.**



Eloy Arredondo  
Supervisor, CME

EA/WP

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) \_\_\_\_\_ 1.0 /hour(s)

Vehicle Trip Charge \_\_\_\_\_ \$ 29.25/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**  
**CITY OF GRANJENO – 2019 PUBLIC FACILITIES AND IMPROVEMENTS**

SERVICE	UNIT RATE		QUANTITY	TOTAL
<b>Earthwork:</b>				
1. Moisture-Density Relationship (Proctor)	\$271.50	each	3	\$814.50
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$99.00	each	3	\$297.00
3. Sieve Analysis -200	\$67.00	each	3	\$201.00
4. Technician Time Sampling	\$57.75	hour	6	\$346.50
5. Field Density Test - Footing	\$24.75	each	3	\$74.25
6. Technician Time - Density Testing - Footing	\$57.75	hour	2	\$115.50
7. Field Density Test - Utility - Inside Pad	\$24.75	each	24	\$594.00
8. Technician Time - Density Testing - Utility - Inside Pad	\$57.75	hour	20	\$1,155.00
9. Field Density Test - Utility - Outside Pad	\$24.75	each	16	\$396.00
10. Technician Time - Density Testing - Utility - Outside Pad	\$57.75	hour	20	\$1,155.00
11. Vehicle Travel Charge	\$29.25	trip	24	\$702.00
<b>Subtotal</b>				<b>\$5,850.75</b>
<b>Concrete:</b>				
1. Concrete Compressive Strength Tests	\$18.00	each	10	\$180.00
2. Technician Time - Concrete Testing	\$57.75	hour	4	\$231.00
3. Air Content of Concrete	\$34.00	each	2	\$68.00
4. Technician Time - Pick-Up of Specimen(s)	\$57.75	hour	4	\$231.00
5. Vehicle Travel Charge	\$29.25	trip	4	\$117.00
<b>Subtotal</b>				<b>\$827.00</b>
<b>Masonry:</b>				
1. Masonry Observation	\$62.00	hour	36	\$2,232.00
2. Mortar/Grout Compressive Strength Testing	\$18.25	each	60	\$1,095.00
3. Compressive Strength CMU Prism	\$228.50	each	AS REQUESTED	
4. Technician Time - Pick-Up of Specimen(s)	\$57.75	hour	24	\$1,386.00
5. Vehicle Travel Charge	\$29.25	trip	24	\$702.00
<b>Subtotal</b>				<b>\$5,415.00</b>
<b>Structural Steel Observation:</b>				
1. Structural Steel Observation/Bolts and Weld Certified Welding Inspector	\$112.00	hour	18	\$2,016.00
2. Non- Destructive Testing (Radiographic/Ultrasonic)	Cost + 15%		As Requested	
3. Vehicle Travel Charge	\$29.25	trip	3	\$87.75
<b>Subtotal</b>				<b>\$2,103.75</b>
<b>Professional Services:</b>				
1. Project Coordination	\$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	\$165.00	each	As requested	
3. Vehicle Travel Charge	\$29.25	trip	As requested	
<b>Subtotal</b>				
<b>Other:</b>				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$1,419.65
<b>Subtotal</b>				<b>\$1,419.65</b>
<b>GRAND TOTAL</b>				<b>\$15,616.15</b>