

EXHIBIT “F”
HIDALGO COUNTY
Professional Engineering Services
Agreement # C-22-0352-06-28
(ARPA 22-124-064)

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Professional Engineering Services Agreement No. C-22-0352-06-28, incorporated herein by reference, for the **“Construction Material Testing for Hidalgo County Precinct 4 Rio Grande Care Road Stormwater Project”** made by and between HIDALGO COUNTY, action herein by and through the Commissioner’s Court, hereinafter called the **“Owner,”** and **Raba Kistner Consultants Inc.**, hereinafter called **“Engineer”**.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Material Testing for Hidalgo County Precinct 4 Rio Grande Care Road Stormwater Project.

The **Engineer** is to provide the scope of Services as required by the Agreement with Owner.

The scope of services to be provided by the **Engineer** is identified in **Attachment “A” – “Scope of Services to be provided by Engineer”** attached hereto and incorporated by reference.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$15,372.23**. This amount is based upon the costs outlined in the **Attachment “B” – “Fee Proposal”** attached hereto and incorporated by reference.

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the **Professional Engineering Services Agreement No. C-22-0352-06-28** between the **Owner** and the **Engineer**.

PART 4. FUNDING

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

Account No. 2-1290-431-50-115-254-1-723

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 the scopes of the Work Authorization, within the limits of Agreement No. C-22-0352-06-28, provided in this Work Authorization; or on**

(_____ **DATE** _____). *If applicable:* Engineer shall conform to the approved “Work/Project Schedule”, attached hereto and incorporated by reference herein as **Attachment “C”**.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties’ responsibilities and obligations provided under the **Agreement No. C-22-0352-06-28**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct 1, Commissioner** Ellie Torres, as to content and detail of this **Work Authorization No. 1**.

HIDALGO COUNTY PRECINCT No. 4

By: _____
Ellie Torres, Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners’ Court on **June 28, 2022** as indicated below and effective as of ____ day of _____, **20__**.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS’ COURT ON June 28, 2022.

Agenda Item No. 86312

Executive Office: _____

ENGINEER:

Raba Kistner Consultants, Inc.

COUNTY:

COUNTY OF HIDALGO

Katrin M. Leonard, Vice President

Hon. Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS:

Attachment “A” – *Scope of Services to be provided by Engineer*

Attachment “B” – *Fee Proposal*

Attachment “C” – *Approved Work/Project Schedule (If applicable)*



ATTACHMENT A

**PROJECT SPECIFIC SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER**

Proposal No.: PMD22-059-01 (Revised)
June 22, 2022



800 East Hackberry
McAllen, TX 78501
www.rkci.com

P 956.682.5332
F 956.682.5487
Toll Free 800.316.4912
TBPE Firm F-3257

Mr. Nick Perez
Hidalgo County Precinct 4
1051 N. Doolittle Rd.
Edinburg, Hidalgo County, Texas

**RE: Proposal for Construction Materials Observation and Testing Services
Hidalgo County Precinct No. 4
Rio Grande Care Road Storm Water Project
Edinburg, Hidalgo County, Texas**

Dear Mr. Perez:

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: **\$15,372.23.**

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications provided to us via electronic email link from Mrs. Maria Gaytan, Contract Specialist, with Hidalgo County Precinct 4 on Thursday, June 2, 2022 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 Page No. 4 and 5 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**



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

Accepted By _____
(Signature)

(Typed or Printed Name)

EA _____
(Title)

Attachments: Basic Charges

I-Standard Terms and Conditions _____ Date _____

II-Schedule of Fees

Copies submitted: Above (1)



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 _____ \$58.25/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



Attachment “A”

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing On-Call Geotechnical Services for Hidalgo County Precinct No.4 Projects, **“ON A AS NEEDED BASIS”** and the services are 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.



ATTACHMENT B

CONTRACT RATES

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Precinct 4 Rio Grande Care Road Storm Water Project

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$291.00	each	4	\$1,164.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$106.00	each	4	\$424.00
3. Sieve Analysis -200	\$71.75	each	3	\$215.25
4. Sieve Analysis - Flexible Base Material	\$71.75	each	1	\$71.75
5. Technician Time Sampling	\$61.75	hour	8	\$494.00
6. Lime Series Curve Determination Including Five pH Determinations	\$502.00	each	as requested	
7. Field Density Test - Driveways	\$26.50	each	52	\$1,378.00
8. Technician Time - Density Testing - Driveways	\$61.75	hour	32	\$1,976.00
9. Field Density Test - Ditch Regrading	\$26.50	each	as requested	
10. Technician Time - Density Testing - Ditch Regrading	\$61.75	hour	as requested	
11. Field Density Test - Utility Line	\$26.50	each	16	\$424.00
12. Technician Time - Density Testing - Utility Line	\$61.75	hour	16	\$988.00
13. Vehicle Travel Charge	\$58.25	trip	28	\$1,631.00
Subtotal				\$8,766.00
Concrete:Driveway				
1. Concrete Compressive Strength Tests	\$19.25	each	10	\$192.50
2. Technician Time - Concrete Testing	\$61.75	hour	6	\$370.50
3. Air Content of Concrete	\$36.50	each	2	\$73.00
4. Technician Time - Pick-Up of Specimen(s)	\$61.75	hour	4	\$247.00
5. Vehicle Travel Charge	\$58.25	trip	4	\$233.00
Subtotal				\$1,116.00
Concrete: Rip Rap				
1. Concrete Compressive Strength Tests	\$19.25	each	15	\$288.75
2. Technician Time - Concrete Testing	\$61.75	hour	9	\$555.75
3. Air Content of Concrete	\$36.50	each	3	\$109.50
4. Technician Time - Pick-Up of Specimen(s)	\$61.75	hour	6	\$370.50
5. Vehicle Travel Charge	\$58.25	trip	6	\$349.50
Subtotal				\$1,674.00
Asphalt:				
1. Asphaltic Concrete Laydown Observation	\$74.75	hour	4	\$299.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$359.00	each	1	\$359.00
3. Maximum Theoretical Specific Gravity of Asphalt	\$131.00	each	1	\$131.00
4. Nuclear Densities	\$26.50	each	10	\$265.00
5. Asphaltic Concrete Coring:				
a.) Two Men	\$128.00	hour	4	\$512.00
b.) Coring Rig	\$143.50	day	1	\$143.50
c.) Generator	\$120.25	day	1	\$120.25
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$6.50	in.-in.	48	\$312.00
e.) Core Denstiy (1 Core per 5000 sqft)	\$26.75	each	6	\$160.50
6. Vehicle Travel Charge	\$58.25	trip	2	\$116.50
Subtotal				\$2,418.75

-Rates Continue on Pg. 5-



CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Precinct 4 Rio Grande Care Road Storm Water Project

Reinforcing Steel:

1. Reinforcing Steel Observation	\$61.75	hour	As requested	
2. Vehicle Travel Charge	\$58.25	trip	As requested	
Subtotal				\$0.00

Professional Services:

1. Project Coordination	\$110.00	hour	As requested	
2. Geotechnical / Materials Engineer	\$165.00	each	As requested	
3. Vehicle Travel Charge	\$58.25	trip	As requested	
Subtotal				\$0.00

Other:

1. Project Administration(Markup of Invoiced Billing Cycle)	10%			\$1,397.48
Subtotal				\$1,397.48

GRAND TOTAL **\$15,372.23**





ATTACHMENT C

APPROVED WORK/PROJECT SCHEDULE

EXHIBIT "C"
WORK SCHEDULE

To be determined once the construction schedule is established.