

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 8th, 2025 and will expire July 9th, 2026 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. **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.

23. **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**
 1916 Tesoro Street,
 Pharr, Texas 78577

If to Engineer: **RABA KISTNER, INC.**
 800 East Hackberry
 McAllen, TX, 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.

24. **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.

25. **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.

26. **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.

27. **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.

28. 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.

29. 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).

30. 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.

31. 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 package and are incorporated herein and made part of this agreement for all purposes.

32. Additional Documents: The parties hereto covenant and agree that there will execute each such other and further instruments and documents are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

33. Required Contract Provisions 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 Contract 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 package and are incorporated herein and made part of this agreement for all purposes.

34. 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

Richard F. Cortez, County Judge

**ENGINEER:
RABA KISTNER, INC,**

Katrin M. Leonard, P.E.

Title: Vice President

ATTEST:

Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____, 2025

**APPROVED AS TO FORM:
Hidalgo County Office of the Criminal
District Attorney Toribio "Terry" Palacios**

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 the Engineer -

The services to be provided by the ENGINEER in providing Geotechnical Testing Services and Construction Materials Testing Services to Hidalgo County (OWNER) **"ON A AS NEEDED BASIS"** for projects located within the Hidalgo County, as follows:

A. Preliminary Phase:

- 1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- 2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- 1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- 2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- 3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- 4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- 5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
- 6) Provide assistance to the OWNER in providing pavement condition studies.
- 7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

- 1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

- construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- 2) Consult and advise with the OWNER during construction.
 - 3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
 - 4) Review all material designs as requested by the OWNER and/or project design Laboratory.
 - 5) Furnish the OWNER all necessary reports for construction and maintenance projects.
 - 6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

- 1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
- 3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
- 4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
- 5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
- 6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT C
-Engineer Contract Rates

Exhibit C

Construction Materials Testing Services
Fee Estimate Breakdown - Hidalgo County Urban County - 2024 San Juan Street Improvements

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$324.00	each	2	\$648.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$118.00	each	2	\$236.00
3. Sieve Analysis	\$131.75	each	2	\$263.50
4. Sieve Analysis - 200	\$81.00	each	As Requested	
5. Technician Time Sampling	\$69.00	hour	2	\$138.00
6. Vehicle Travel Charge	\$65.00	trip	1	\$65.00
7. Field Density Test	\$29.25	each	16	\$468.00
8. Technician Time	\$69.00	hour	16	\$1,104.00
9. Vehicle Travel Charge	\$65.00	trip	8	\$520.00
Subtotal				\$3,442.50
Asphalt:				
1. Asphalt Concrete Laydown Observation	\$83.50	hour	9	\$751.50
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$400.00	each	3	\$1,200.00
3. Maximum Theoretical Specific Gravity of Asphalt	\$145.75	each	6	\$874.50
4. Field Density Test	\$29.25	each	4	\$117.00
5. Asphaltic Concrete Coring:				
a.) Two Men	\$142.50	hour	12	\$478.50
b.) Coring Rig	\$159.50	day	3	\$492.00
c.) Generator	\$164.00	day	3	\$87.00
d.) Bit Wear	\$7.25	/in. -in.	12	\$87.00
6. Vehicle Travel Charge	\$65.00	trip	6	\$390.00
Subtotal				\$4,477.50
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	12%			\$950.40
Subtotal				\$950.40
			TOTAL	\$8,870.40

EXHIBIT C
- Engineer's Rates -
GEOTECHNICAL ENGINEERING - SCHEDULE OF FEES

<u>REFERENCE</u>	<u>FIELD SERVICES</u>	<u>RATES</u>
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling)	
	Soil (Existing Ground Surface to 50 ft.)	\$16.00/ft
	Soil (Below 50 ft.)	\$19.00/ft
	Soft Rock	By Quote
	Nx Rock Core	
	Rock Coring	By Quote
	Field Logging Services	
	Engineering Technician	\$ 69.00/hr
	Registered Geologist	\$172.50/hr
	Staff Engineer (E.I.T.)	\$160.75/hr
	Licensed Professional Engineer (P.E.)	\$224.00/hr
	Field Coordination	
	Field Engineer (E.I.T.)	\$160.75/hr
	Engineering Technician (Flagman)	\$ 69.00/hr
	Mobilization	
	Truck-Mounted Rig, Drill Crew and Support	\$337.25/ls
	Field Logger Trip Charge	\$1.25/mile
	(ARDCO 4x4 all terrain rig)	Cost + 15%
	Barge Mobilization and Rental	Cost + 15%
	Other Expenses/Charges	
	Standby Time	\$261.50/hr
	Mileage – Non-Drilling Equipment	\$ 1.25/mile
	Grout/Bentonite Backfill	\$ 7.75/ft
	Dozer/Clearing Cost	Cost + 15%
	Concrete/AC Patch	\$56.50/ea
	Traffic Control – Signs, Barricades, etc.	Cost + 15%
	All Other Outside Expenses	Cost + 15%
<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	\$117.50/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$ 15.00/ea
ASTM D 427	Shrinkage Limit in Conjunction with Atterberg Limits	
	a) Volumetric	\$162.75/ea
	b) Linear (TxDOT, TEX-107-E)	\$162.75/ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis	
	a)Washed Through No. 40 (Up to 5 Sieves)	\$ 81.00/ea
	b)Washed Through No. 200 (Up to 4 Sieves)	\$131.75/ea
	c) Additional Sieves	\$ 18.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	\$ 80.00/ea

EXHIBIT C

- Engineer's Rates -

GEOTECHNICAL ENGINEERING - SCHEDULE OF FEES

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	<u>RATES</u>
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	\$131.25/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	\$ 437.75/ea
ASTM D 2166	Unit Dry Weight	\$ 45.00/ea
ASTM 4318	Lime Series	\$ 563.00/ea
ASTM D 2166 ASTM D 1938	Unconfined Compression (Includes Unit Dry Weight) a) Soil Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends	\$ 69.00/ea \$ 75.00/ea \$ 17.50/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	\$ 442.25/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	\$ 352.25/ea \$ 687.00/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	\$1,094.00/ea
	Corrosivity (pH, chloride, sulfate, resistivity)	\$ 554.00/ea
	pH	\$ 73.00/ea
	Resistivity	\$ 374.00/ea
	Sulfate Content	\$ 125.75/ea
	Chloride Content	\$ 72.00/ea
	Swell Test	
	a) Method "A"	\$ 1,617.00/ea
	b) Method "B"	\$ 283.25/ea
	a) Method "C"	\$ 1,940.50/ea
	b) Modified Method "B"	\$ 251.75/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	\$ 273.00 to 459.25/hr
Licensed Professional Engineer (P.E.)	\$ 177.00 to 303.00/hr
Staff Engineer, E.I.T.	\$ 140.50 to 243.00/hr
Registered Geologist	\$ 172.50/hr
Draftsman	\$ 114.25/hr
Outside Professional Services	Cost + 15%
Additional Insured	\$ 326.00/ea
Secretarial	\$ 72.00 to 121.50/hr
Vehicle Travel Charge	\$ 1.25/mile

NOTE: Geotechnical engineering services costs will be computed based on the above referenced field, laboratory, and personnel and equipment unit rates once specific project(s) and related scope of service(s) have been identified. The fee schedule presented in this attachment is subject to an annual 4% increase to reflect the increases in costs in the provision of the services.

Raba Kistner, Inc.
2024 San Juan Street Improvements
5024-75-0311-5000-0000-UCP-EP

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

ASPHALTIC CONCRETE				
REFERENCE	FIELD SERVICES			UNIT RATES
ASTM D 75	Sampling Raw Materials of Composite Mix Technician Time	5QT00	\$	69.00 /hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature Technician Time	5Q401	\$	83.50 /hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination Technician Time	5Q419	\$	83.50 /hr
ASTM D 2950	Nuclear Density Test with Inspection	5Q0R5	\$	22.75 /ea
	Nuclear Density Test	5Q0M0	\$	29.25 /ea
	Coring (See Coring Fee Schedule)			
REFERENCE	LABORATORY SERVICES			UNIT RATES
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content, Aggregate Sieve Analysis and Laboratory Density of Asphaltic Concrete	5UBMH	\$	400.00 /ea
ASTM D 2172; TxDOT, TEX-210-F	Extraction Test, Bitumen Content Only	5UBMF	\$	204.50 /ea
Hveem, TxDOT, TEX-206-F; Marshall, ASTM D 1559	Molding Specimens Hveem or Marshall	5UBW3	\$	89.50 /set
TxDOT, TEX-207-F; ASTM D 2726	Laboratory Density Test a) Molded Specimen	5UBJ0	\$	89.50 /set
	b) Asphalt Core (Technician Time)	5UBW3	\$	89.50 /set
		5Q411	\$	69.00 /hr
	Laboratory Core Density	5X129	\$	30.00 /ea
Hveem, TxDOT, TEX-208-F; Marshall, ASTM D 1559	Stability Test Hveem or Marshall (Hand Compactor)	5UB6L	\$	95.75 /set
	Hveem (Gyro Compactor)	5UB6Q	\$	121.50 /set
Asphalt Institute Manual and TxDot; Mix Designs	Corp of Engineers or FAA TxDOT Quality Control/Quality Assurance	2QWZW	\$	3,099.25 /ea
	TxDOT CMHB	2QWZX	\$	3,099.25 /ea
	TxDOT Calibration Mix and Pans	2UKV0	\$	4,402.75 /ea
	TxDOT Black Base Design, Item 345	2WC1N	\$	517.50 /ea
		2WC1P	\$	2,317.00 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

ASPHALTIC CONCRETE (Continued)				
REFERENCE	LABORATORY SERVICES		UNIT RATES	
TxDOT, TEX-200-F; ASTM C 136	Sieve Analysis of Aggregate	5UB4B	\$	82.50 /ea
TxDOT, TEX-203-F; ASTM D 2419	Sand Equivalent Test	5UPL0	\$	126.00 /ea
AASHTO TP 33	Fine Aggregate Angularity	5WCNC	\$	80.00 /ea
ASTM D 4791-95	Flat and Elongated Particles	5UB6B	\$	90.00 /ea
TxDOT, TEX-201-F; ASTM C 127	Specific Gravity (Coarse or Fine Aggregate)	5UB5B	\$	67.50 /ea
TxDOT, TEX-201-F; ASTM C 127	Absorption (Coarse or Fine Aggregate)	5UBAB	\$	98.00 /ea
TxDOT, TEX-411-A; ASTM C 88	Sulfate Soundness (Time and Test) Preparation Time	2U002	\$	76.25 /hr
	a) Magnesium - 5 Cycle	2UB3S	\$	715.75 /ea
	b) Sodium - 5 Cycle	2UB3T	\$	715.75 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion Test (Time and Test) Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	2UQR0	\$	358.00 /ea
Asphalt Inst. SP-2 TxDOT, Item 3066 AASHTO PP 28-95	Superpave TM Mix Design (Includes Aggregate, Specific Gravity and Sieve Analysis) (Does Not Include TSR)	2VREA	\$	9,579.00 /ea
TxDOT, TEX-227-F; ASHTO T 209; ASTM D 2041	Maximum Theoretical Specific Gravity (Rice Gravity)	5UBS0	\$	145.75 /ea
TxDOT, TEX-226-F; AASHTO T 283; ASTM D 4867	Moisture Sensitivity Test (Tensile Strength Ratio Test) with Freeze/Thaw without Freeze/Thaw	2VRE0 2VRD0	\$	830.75 /ea 648.00 /ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM) Mixture Design	2UB6S		Upon Request
	Mixture Verification (QC) Strength, Stability (Hveem, Modified Marshall)	2UB6R	\$	1,222.00 /set
TxDOT, TEX-126-E	Molding and Strength	2UB61	\$	594.25 /set
TxDOT, TEX-208-F (Modified)	Molding and Hveem	5UB62	\$	225.50 /set

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

BUILDING ENVELOPE				
REFERENCE	CONSULTING SERVICES			UNIT RATES
	Senior Architect			\$ 238.50 /hr
	Senior Business Envelope Consultant			\$ 167.00 /hr
	Senior Project Manager			\$ 155.00 /hr
	Business Envelope Consultant			\$ 137.00 /hr
	Intern Architect			\$ 113.00 /hr
	Business Envelope Observer			\$ 107.00 /hr
	Business Envelope Technician			\$ 95.00 /hr
	Secretarial			\$ 71.50 /hr
BLAST MONITORING				
REFERENCE	FIELD SERVICES			UNIT RATES
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges			
	Hourly Rate	5Q437		\$ 99.00 /hr
	If Frequency Analysis is Required, R-K Needs to be Notified at Least 3-Days in Advance of Blast Monitoring			
	Seismic Equipment Rental (Minimum of 1 Per Month)			
	Technician Time	Q437		\$ 99.00 /hr
	Materials Engineer	TS		\$ 203.00 /hr

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

CEMENT TREATED BASE / SUBGRADE				
REFERENCE	FIELD SERVICES			UNIT RATES
PCA	Sampling Raw Materials for Mix Verification Technician Time	5QT00	\$	69.00 /hr
	Sampling Contractor Processed Material Technician Time	5QT00	\$	69.00 /hr
REFERENCE	LABORATORY SERVICES			UNIT RATES
PCA	Molding Controlled Processed Material	5VST5	\$	111.25 /ea
PCA	Unconfined Compressive Strength Testing	5VSGR	\$	49.96 /ea
ASTM D 559; ASTM D 560	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles) Wet Dry/Freeze Thaw	2VS90	\$	895.00 /set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg Limits	2VSRS	\$	687.50 /ea
	<u>Mix Design</u>			
PCA TxDOT, TEX-120-E	Mix Design - Cement Treated Base (Does Not Include Durability)	2VSRR	\$	1,915.00 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

CONCRETE				
REFERENCE	FIELD SERVICES		UNIT RATES	
ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Tests, Measure Concrete Temperature, Cast Test Specimens and Transport Test Specimens to Laboratory Next Day			
	Technician Time	5QT00	\$	69.00 /hr
	Pick-Up of Test Specimens	5Q055	\$	69.00 /hr
	Standby Time	5Q600	\$	69.00 /hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling)			
	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4)	5QFXE	\$	21.75 /ea
	b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities)	5QNL0	\$	40.00 /ea
	c) "Hold" Cylinder (Additional Charge)	5QGP0	\$	15.00 /ea
	d) "Strip" Cylinder (Additional Charge)	5QGY0	\$	19.50 /ea
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	5QFXG	\$	25.75 /ea
	f) Compressive Strength – Grout Prizms (Min. of 3)	5QFXG	\$	25.75 /ea
	g) Dry Density - Concrete Cylinder	5QGMH	\$	72.00 /ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	5QMXC	\$	63.25 /ea
	Air Content (In Conjunction with Sampling)			
ASTM C 231	a) Pressure	5QBT0	\$	40.50 /ea
ASTM C 173	b) Volumetric	5QB40	\$	53.50 /ea
AASHTO T 199	c) Chase	5QBE0	\$	24.75 /ea
ASTM C 138	Unit Weight	5QX00	\$	46.25 /ea
ASTM C 143	Additional Slump Test	5QGWA	\$	32.00 /ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time			
	Technician Time	5Q422	\$	82.50 /hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens			
	Technician Time	5Q422	\$	82.50 /hr
REFERENCE	LABORATORY SERVICES		UNIT RATES	
ACI 211.1	Hardrock Concrete Mix Design Calculations and Proportioning to Include Six Confirmatory Cylinders (Physical Properties Not Included)	5VUR0	\$	483.00 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

CONCRETE (Continued)				
REFERENCE	LABORATORY SERVICES			UNIT RATES
ACI 211.1 (303.R)	Architectural Mix Design	2VAR0	\$	534.50 /ea
ACI 211.2	Lightweight Structural Mix Design	2VLR0	\$	502.00 /ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and Water Retention (Physical Properties Not Included)	2VMVT	\$	534.50 /ea
ASTM C 1202	Chloride Ion Permeability	2QAOA	\$	429.50 /set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting F.O.B. Cylinders to Our Laboratory	5VGGK	\$	45.00 /ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders Tensile Test	2VT5B	\$	143.75 /ea
ASTM C 666	Freeze-Thaw Test	5VGLV	\$	589.00 /set
ASTM C 469	Determination of Young's Modulus of Elasticity (Time, Test and Set-Up)	2VGJB	\$	189.50 /ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	2VGLW	\$	76.75 /hr
ASTM C 805	Schmidt Rebound Number	5VGLX	\$	139.50 /hr
ASTM C 157	Length Change of Mortar or Concrete	5VGNN	\$	1,193.25 /set

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

CONCRETE AGGREGATES				
REFERENCE	FIELD SERVICES			UNIT RATES
ASTM D 75; TxDOT, TEX-400-A	Sampling Concrete Aggregates Technician Time	5QT00	\$	69.00 /hr
REFERENCE	LABORATORY SERVICES			UNIT RATES
ASTM C 566	Moisture Content	5UQV0	\$	15.00 /ea
ASTM C 29;	Unit Weight (Coarse or Fine)			
	a) Loose	5UH9N	\$	58.75 /ea
	b) Rodded	5UH9N	\$	58.75 /ea
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	Specific Gravity (Coarse or Fine)	5UB5B	\$	67.50 /ea
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	5UBMI	\$	93.75 /test
	Absorption			
ASTM C 127; ASTM C 128; TxDOT, TEX-201-F	a) Normal Weight Aggregate (Coarse or Fine)	5UHAQ	\$	41.25 /ea
	b) Lightweight Aggregate (Coarse)	5UHAP	\$	41.25 /ea
ASTM C 136; TxDOT, TEX-401-A	Sieve Analysis (Dry) for ASTM C 33 Specification			
	a) Coarse, Per Sample	5UH4J	\$	72.00 /ea
	b) Fine, Per Sample	5UH4K	\$	82.50 /ea
ASTM C 117; TxDOT, TEX-406-A	Amount Finer Than No. 200 (Decantation)	5UH17	\$	90.00 /ea
ASTM C 131; ASTM C 535	Los Angeles Abrasion (Time and Test)	2UQR0	\$	358.00 /ea
ASTM C 88; TxDOT, TEX-411-A	Sulfate Soundness (Time and Test)			
	Preparation Time	2U002	\$	76.75 /hr
	a) Magnesium - 5 Cycle	2UB3S	\$	716.00 /ea
	b) Sodium - 5 Cycle	2UB3T	\$	716.00 /ea
ASTM C 117; ASTM C 29; ASTM C 127; ASTM C 128; ASTM C 136; ASTM C 566; TxDOT, TEX-406-A; TxDOT, TEX-404-A; TxDOT, TEX-201-F; TxDOT, TEX-401-A	Physical Properties of Aggregates - Includes Decantation, Rodded Unit Weight, Specific Gravity, Absorption, Sieve Analysis and Moisture Content (Per Aggregate Type and Size)			
	Conducted in Conjunction with Concrete Mix Design	5VGR3	\$	22.00 /ea
	Conducted Separate from Concrete Mix Design	5VG03	\$	300.75 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

CORING				
REFERENCE	FIELD SERVICES			UNIT RATES
ASTM C 42; ACI 318	Technician Time and Equipment			
	a) One Man	5Q412	\$	82.50 /hr
	b) Two Men	5Q413	\$	142.50 /hr
	c) Reinforcing Steel Detector	5QK0N	\$	52.00 /day
	d) Coring Rig	5QKJY	\$	159.50 /day
	e) Generator	5QK0Z	\$	134.00 /day
	Bit Wear			
	a) Limestone Aggregate	5QD0L	\$	6.25 /in.-in
	b) Quartz Aggregate (River Gravel)	5QDU0	\$	7.25 /in.-in
REFERENCE	LABORATORY SERVICES			
ASTM C 42	Sawed Ends for Compressive Strength Tests			
	a) Limestone Aggregate	2UL20	\$	2.50 /sq.in
ASTM C 39; ASTM C 42; ASTM C 174; ASTM C 617	Compressive Strength of Concrete Cores Includes Measurements, Capping and Testing	5QFXF	\$	34.00 /ea
	Report Photographs			Cost +15%
	Laboratory Air-Dried Unit Weight	5QXAF	\$	23.75 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

FLY ASH					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 311	Moisture Content	2UQV0		\$ 18.00	/ea
ASTM C 311	Loss of Ignition	2WCU0		\$ 51.50	/ea
ASTM C 311	Available Alkalies	2WCE0		\$ 149.50	/ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	2WCN9		\$ 92.75	/ea
ASTM C 311	Soundness, Autoclave	2WCD0		\$ 334.25	/ea
ASTM C 311	Pozzolanic Activity; Portland Cement	2WCXF		\$ 570.50	/ea
ASTM C 311	Pozzolanic Activity; Lime	2WCXR		\$ 240.00	/ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	2WCKU		\$ 435.75	/ea
ASTM C 618	ASTM C 618 Chemical Analysis	2WCCG		\$ 552.50	/ea
ASTM C 618	ASTM C 618 Physical Analysis	2WCCW		\$ 1,344.00	/ea
ASTM C 595	Water-Soluble Fraction	2WC5E		\$ 66.00	/ea
ASTM C 188	Specific Gravity	2UK50		\$ 92.75	/ea

EXHIBIT C
 - Engineer's Rates -
 CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

GROUND PENETRATING RADAR (GPR) SERVICES				
REFERENCE	FIELD SERVICES			UNIT RATES
ASTM D 6432	The following Rates Include Travel Time Charges and Technical Time Charges			
	Hourly Rate	Q80J		\$ 147.75 /hr
	GPR Equipment	QQ80M		\$ 620.50 /day
	Materials Engineer	TS		\$ 203.00 /hr

EXHIBIT C
 - Engineer's Rates -
 CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

LIME					
REFERENCE	FIELD SERVICES			UNIT RATES	
National Lime Association	Continuous Observation to Monitor and Record Equipment Functions, Specific Gravity of the Lime Slurry and Observation of Stabilization Location and Depth				
	Technician Time	5Q402		\$	86.50 /hr
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 422; TxDOT, TEX-101-E, Pt. II	Sieve Analysis of Pulverized Materials for Gradation Compliance	5UQ4X		\$	96.75 /ea
ASTM D 4318; TxDOT, TEX-112-E	Lime Series Curve Determination Including Five Atterberg Limits	5VSPN		\$	581.50 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

PORTLAND CEMENT					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM C 183	Standard Method of Sampling Hydraulic Cement	2U005		\$	70.00 /hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	2Q403		\$	36.00 /ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	2WHAU		\$	80.75 /ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	2WHIN		\$	88.50 /ea
ASTM C 151	Autoclave Expansion of Portland Cement	2WHD0		\$	318.75 /ea
ASTM C 187	Normal Consistency of Hydraulic Cement	2WHWH		\$	81.00 /ea
ASTM C 188	Specific Gravity of Hydraulic Cement	2UR50		\$	92.75 /ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	2WCN9		\$	92.75 /ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	2WHM0		\$	80.75 /ea
ASTM C 114	Chemical Analysis	2WHBG		\$	585.00 /ea
ASTM C 91	Water Retention of Masonry Cement	2WH52		\$	149.25 /ea
ASTM C 150	Chemical Analysis	2WHBG		\$	585.00 /ea
	Physical Analysis	2WHBW		\$	1,164.50 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

SOILS				
REFERENCE	FIELD SERVICES			UNIT RATES
ASTM D 75	Sampling Subgrade, Fill or Base Technician Time	5QT00	\$	69.00 /hr
	In-Place Moisture-Density Tests Technician Time	5QT00	\$	69.00 /hr
ASTM D 2922	Nuclear Density	5Q0M0	\$	29.25 /ea
ASTM D 2167; ASTM D 1556	Volumetric Density (Sand Cone or Balloon)	5QUM0	\$	111.25 /ea
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage) Technician Time (Hourly Rate)	5QT00	\$	69.00 /hr
	Proof Rolling Observation	5QT04	\$	69.00 /hr
ASTM D 2922	Nuclear Density Tests with Observation	5Q0R0	\$	23.00 /ea
REFERENCE	LABORATORY SERVICES			UNIT RATES
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	5UQV0	\$	15.00 /ea
	Atterberg Limits a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	5VRBG	\$	118.00 /ea
	Shrinkage Limit in Conjunction with Atterberg Limits a) Volumetric	5WK2T	\$	162.75 /ea
	b) Linear (TxDOT, TEX-107-E)	5WK2T	\$	162.75 /ea
ASTM D 422; TxDOT, TEX-101-E; TxDOT, TEX-110-E	Sieve Analysis a) Washed Through No. 40 (Up to 5 Sieves) b) Washed Through No. 200 (Up to 4 Sieves) c) Additional Sieves	5WKR5 5WKR4 5WKR8	\$	81.00 /ea 131.75 /ea 18.00 /ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	5WKR8	\$	80.00 /ea
	Moisture-Density Relationship Preparation Time	5U001	\$	74.00 /hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P	\$	554.00 /ea
	pH	UH5J	\$	73.00 /ea
	Resistivity	UH5L	\$	374.00 /ea
	Sulfate Content (colorimetric method)	UKF3	\$	125.75 /ea
	Chloride Content		\$	72.00 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

SOILS (Continued)					
REFERENCE	LABORATORY SERVICES			UNIT RATES	
ASTM D 698; ASTM D 1557	ASTM	5VRSF		\$	324.00 /ea
AASHTO T 99; AASHTO T 180	AASHTO	5VRSF		\$	324.00 /ea
TxDOT, TEX-113-E; TxDOT, TEX-114-E	TxDOT	5VRSQ		\$	384.25 /ea
MIL STD CE 55A	Corps of Engineers	5VRSQ		\$	384.25 /ea
ASTM C 131; ASTM D 535	Los Angeles Abrasion (Time and Test)	2UQR0		\$	357.50 /ea
ASTM D 1883	California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens	5VRF1		\$	1,268.00 /set
	Each Additional Specimen	5VRFD		\$	292.50 /ea
TxDOT, TEX-117-E	TxDOT Triaxial – Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens				
	Part I	2VR62		\$	2,129.00 /set
	Part II	5VR63		\$	1,911.75 /ea
	Each Additional Specimen	2VR6D		\$	240.00 /ea
ASTM D 854; TxDOT, TEX-108-E	Specific Gravity	5UQ50		\$	131.25 /ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	5WKRQ		\$	437.75 /ea
ASTM D 2166	Unit Weight	5WML0		\$	46.00 /ea
TxDOT, TEX-116-E	Wet Ball Mill	5WK60		\$	332.75 /ea
TxDOT, TEX-107-E	Shrinkage Limit	5WK2T		\$	163.25 /ea
	Water Content and Visual Classification	5W050		\$	20.75 /ea
	Unconfined Compression (includes unit dry weight)				
	a) Soil Shelby Tube Specimens	5VP7L		\$	69.00 /ea
	b) Rock Core Specimens	5VN7L		\$	75.25 /ea
	(1) Sawed Specimen Ends	5UL21		\$	17.50 /end
	Triaxial Compression				
	a) Unconsolidated-Undrained, Per Specimen	2W046		\$	127.75 /ea
	b) Unconsolidated-Undrained, Multistage	2WF46		\$	442.25 /ea
	Direct Shear				
	a) Unconsolidated-Undrained	2WKI6		\$	352.25 /ea

EXHIBIT C
- Engineer's Rates -
CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

STEEL					
REFERENCE					
AISC	FIELD SERVICES			UNIT RATES	
	Observation - Fabrication Shop or Field Erection				
AWS D1.1	Certified Welding Inspector	TS		\$ 158.00	/hr
	Technician Time	5Q423		\$ 87.50	/hr
	Weldment Observation				
AISC	Certified Welding Inspector	TS		\$ 158.00	/hr
	Technician Time/Certified Associate Welding Inspector	5Q424		\$ 90.00	/hr
	Bolt Torque Testing				
CRSI; ASTM A 615	Technician Time	5Q423		\$ 89.00	/hr
	<u>Reinforcing Steel</u>				
CRSI, ACI 318	Sampling for Subsequent Lab Testing				
	Technician Time	5QK5N		\$ 69.00	/hr
	Placement and Cross-Section Observation				
	Materials Engineer	5Q425		\$ 223.50	/hr
PTI; ACI 318	Technician Time	5Q423		\$ 87.50	/hr
	<u>Pre-Tensioning Strands/Post-Tensioning Tendons</u>				
	Placement and Stressing Observation				
	Materials Engineer	5Q425		\$ 223.50	/hr
AWS D1.1; ASME Sec. IX	Technician Time	5Q423		\$ 87.50	/hr
	<u>Welders Tests</u>				
	Witness Qualification Welding	2QZ00		\$ 168.00	/hr
	Qualification Welding Coupons				
AWS D1.1	a) 3/8-in. Coupon			Cost +15%	
	b) 1-in. Coupon			Cost +15%	
	<u>Guided Bend Tests</u>				
AWS D1.1	Bend Tests	5QWC0		\$ 43.25	/ea
	Set-Up Charge, Per Day	2QJS0		\$ 84.50	/day
	<u>Tensile Tests (Test and Set-Up)</u>				
	Tensile Tests				

EXHIBIT C
 - Engineer's Rates -
 CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

CONSULTANTS AND COORDINATION		UNIT RATES			
	Principal Engineer	\$	273.00	to	\$ 459.25 /hr
	Managing Engineer	\$	117.00	to	\$ 303.00 /hr
	Staff Engineer	\$	140.75	to	\$ 243.00 /hr
	Laboratory Manager	\$	109.75	to	\$ 217.25 /hr
	Construction Services Manager	\$	109.75	to	\$ 217.25 /hr
	Project Management/Coordination Time	\$	72.00	to	\$ 161.75 /hr
	Outside Professional Services				
	Additional Insured				\$ 326.00 /ea
	Secretarial	\$	72.00	to	\$ 121.50 /hr
	Word Processing				\$ 72.00 /hr
	Report Preparation and Administration	\$	72.00	to	\$ 121.50 /hr

EXHIBIT C
 - Engineer's Rates -
 CONSTRUCTION MATERIALS TESTING AND ENGINEERING SERVICES - SCHEDULE OF FEES

BASIC CHARGE				
1. A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office.				
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/she returns from the project site.				
3. Any engineering and/or technician services provided on Saturday 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 that 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 services rendered during "normal" work hours.				
5. Minimum of 2 hours billing per visit to project site.				
6. A twelve (12) 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 engineering 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. RK will keep you CLIENT apprised of our billing 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. RK 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 RK for the project				
8. RK 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.				

EXHIBIT D
-Work Authorization Form

HIDALGO COUNTY
Professional Construction
Material Testing Engineer Services

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, acting 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 “engineering services” to provide Construction material testing engineer 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. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 8,870.40. This amount is based upon the costs outlined in the Estimated Cost Proposal 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 _____ of the Agreement.

PART 4. FUNDING

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

Account No. 5024-75-0311-0000-0000

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, as to content and detail of this Work Authorization No. 1 .

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
Joel Rivera, Ph.D., 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 _____, 2025.

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

**THE OWNER:
HIDALGO COUNTY**

By: Katrin M. Leonard, P.E, Vice President

By: Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

**Hidalgo County Office of the Criminal
District Attorney Toribio "Terry" Palacios**

By: _____
Victor M. Garza, Assistant District Attorney

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 8 day of July , 2025.

THE ENGINEER:
RABA KISTNER, INC.

THE OWNER:
HIDALGO COUNTY

By Katrin M. Leonard, P.E, Vice President

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 Toribio "Terry" Palacios**

**By: _____
Victor M. Garza, Assistant District Attorney**

EXHIBIT F
-Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/16/2025

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).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 1300 Post Oak Blvd., Suite 1400 Houston TX 77056 USA	CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Raba Kistner, Inc. 12821 West Golden Lane San Antonio TX 78249 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: Commerce & Industry Ins Co	19410
	INSURER C: Allied World surplus Lines Insurance Co	24319
	INSURER D: Zurich American Ins Co	16535
	INSURER E: Illinois Union Insurance Company	27960
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570113278808 **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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADD. INSD	SUBR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5361923	01/01/2024	07/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PER PROJECT GENERAL AGGREG \$2,000,000
D	<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"/> H/RED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0305096-05	10/31/2024	10/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE018993868	01/01/2024	07/01/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE / OFFICER / MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC030509505	10/31/2024	10/31/2025	<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	<input checked="" type="checkbox"/> E&O - Professional Liability - Primary			03121277 Claims Made SIR applies per policy terms & conditions	12/31/2023	06/30/2025	Aggregate Limit \$1,000,000 Each Claim \$1,000,000

570113278808

Certificate No :

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

RE: Project Name/No.: 2024 San Juan Street Improvements, Project Description: Professional Material Testing for 2024 San Juan Street Improvements and RK Prop./Proj. No.: 5024-75-0311-5000-0000-UCP-EP. 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 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 <i>Aon Risk Services Southwest Inc.</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAVED INSURED Raba Kistner, Inc.	
POLICY NUMBER See Certificate Number: 570113278808			
CARRIER See Certificate Number: 570113278808	NAIC CODE	EFFECTIVE DATE:	

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 (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
E	Contractors Pollution Liability			G466584898002 Claims-Made	12/31/2024	06/30/2026	Aggregate Limit	\$1,000,000
							Each Claim	\$1,000,000