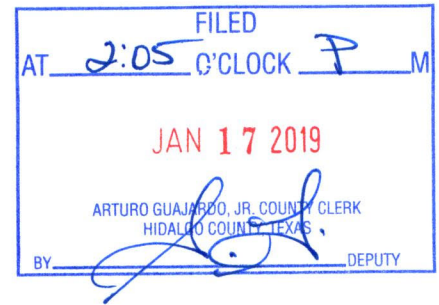


THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **9th day of January 2019** by and between **HIDALGO COUNTY, TEXAS, acting by and thru Urban County Program** ("County") and **Raba Kistner Consultants, Inc.**, a Texas Corporation ("Engineer").

WITNESSETH:

WHEREAS, the County is vested with the responsibility of providing "**CONSTRUCTION MATERIALS TESTING SERVICES**" for projects with **HIDALGO COUNTY URBAN COUNTY PROGRAM**

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a professional engineering to assist the County by providing the Services; and

WHEREAS, Urban County Program has selected the "Engineer" from the "Pool" of pre-qualified Engineering from response to the Request for Qualifications (RFQ) to provide the Services for the **City of Granjeno - 2017 Parks, Recreational Facility Improvements Project (Phase III)**.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in **Exhibit "A"** attached hereto and entitled "Services to be performed by County." Engineer

agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

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 **January 8, 2019**, and will expire **January 8, 2020** 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. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. 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. Except 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: Diana R. Serna, UCP Director
427 East Duranta Avenue, Suite 107
Alamo, Texas 78516

If to Engineer: **RABA-KISTNER CONSULTANTS, INC.**
Attn: Isidoro Arjona, P.E. PMP, 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.

EXECUTED as of the day and year first written above.

HIDALGO COUNTY

By: Richard F Cortez
Richard Cortez, County Judge

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

By: [Signature]
Printed Name Isidoro Arjona, P.E. PMP
Title: Senior Vice President

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED BY
COMMISSIONERS' COURT
ON: 1/9/19 [Signature]

Approved by Commissioners' Court on: January 9, 2019.

**APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.**

By: [Signature]
On: 1-16-19

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



Proposal No.: PMD18-118-00
December 13, 2018

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

Ms. Guadalupe Garcia
Hidalgo Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, Hidalgo County, Texas 78516

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

**RE: Construction Materials Observation and Testing Services
City of Granjeno Parks and Recreational Facility Improvements Phase III
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 **\$7,984.24**.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications downloaded from the we transfer link provided to us via electronic-mail transmittal by Mr. Carlos Treviño, Graduate Engineer, with Hinojosa Engineering, Inc., the project's consulting engineering firm on Tuesday, November 27, 2018, and the information provided to us via electronic-mail transmittal from Mr. Albert Treviño with Hinojosa Engineering, Inc., on Wednesday, December 12, 2018, 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 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.

Jorge L. Perez
Supervisor, CME

JLP/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 _____ \$ 46.75/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 Parks and Recreational Facility Improvements Phase III

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$230.00	each	2	\$460.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$84.00	each	2	\$168.00
3. Sieve Analysis -200	\$56.75	each	1	\$56.75
4. Technician Time Sampling	\$49.25	hour	4	\$197.00
5. Field Density Test	\$21.00	each	10	\$210.00
6. Technician Time - Density Testing	\$49.25	hour	10	\$492.50
7. Vehicle Travel Charge	\$46.75	trip	7	\$327.25
Subtotal				\$1,911.50
Concrete: Civil				
1. Concrete Compressive Strength Tests	\$15.50	each	30	\$465.00
2. Technician Time - Concrete Testing	\$49.25	hour	18	\$886.50
3. Air Content of Concrete	\$28.75	each	7	\$201.25
4. Technician Time - Pick-Up of Specimen(s)	\$49.25	hour	14	\$689.50
5. Vehicle Travel Charge	\$46.75	trip	14	\$654.50
Subtotal				\$2,896.75
Asphalt:				
1. Asphaltic Concrete Laydown Observation	\$59.00	hour	3	\$177.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$283.75	each	1	\$283.75
3. Maximum Theoretical Specific Gravity of Asphalt	\$104.00	each	1	\$104.00
4. Nuclear Densities	\$21.00	each	4	\$84.00
5. Asphaltic Concrete Coring:				
a.) Two Men	\$101.25	hour	4	\$405.00
b.) Coring Rig	\$113.25	day	1	\$113.25
c.) Generator	\$95.50	day	1	\$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$5.30	in.-in.	18	\$95.40
e.) Core Density	\$22.50		3	\$67.50
6. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
Subtotal				\$1,518.90
Drilled Pier Observation: (2 Day Production)				
1. Observation - Technician Time	\$49.25	hour	8	\$394.00
2. Air Content of Concrete	\$25.00	each	2	\$50.00
3. Cylinders Cast in Conjunction with Observation	\$15.00	each	10	\$150.00
4. Technician Time - Pick-Up of Specimen(s)	\$49.25	hour	4	\$197.00
5. Vehicle Travel Charge	\$46.75	trip	3	\$140.25
Subtotal				\$931.25

Rates Continue on Page No. 5



CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Granjeno Parks and Recreational Facility Improvements Phase III

Professional Services:

1. Project Coordination	\$110.00	hour	As requested
2. Geotechnical / Materials Engineer	\$165.00	each	As requested
3. Vehicle Travel Charge	\$46.75	trip	As requested

Subtotal

Other:

1. Project Administration(Markup of Invoiced Billing Cycle)	10%		\$725.84
---	-----	--	----------

Subtotal

\$725.84

GRAND TOTAL

\$7,984.24



EXHIBIT C
-Engineer Contract Rates



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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



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 _____ \$ 46.75/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.



Fees for Consulting & Coordination Services

Unit Fees

Principal Engineer.....	\$ 190.00 to 320.00/hr
Managing Engineer	123.00 to 210.00/hr
Staff Engineer	97.00 to 170.00/hr
Laboratory Manager	77.00 to 150.00/hr
Construction Services Manager	77.00 to 150.00/hr
Outside Professional Services & Reimbursable	Cost +15%
Additional Insured	225.00/ea
Report Preparation and Administration	49.00 to 84.00/hr



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, Diana Serna (Director) as to content and detail of this **Work Authorization No. _____.**

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
DIANA R. SERNA, 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 _____, 201____.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

By: Isidoro Arjona, P.E. PMP

By: Richard Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

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 _____, 20__.

THE ENGINEER:

**THE OWNER:
HIDALGO COUNTY**

By: Isidoro Arjona, P.E. PMP

By: Richard Cortez, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT F

-Certificates of Insurance



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Raba Kistner, Inc.	
POLICY NUMBER See Certificate Number: 570074372157			
CARRIER See Certificate Number: 570074372157	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**

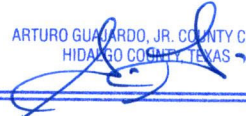
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

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							
A	E&O-PL-Primary			03097073 Professional SIR applies per policy terms & conditions	07/18/2018	07/18/2019	Aggregate Limit	\$5,000,000
							Each Claim	\$5,000,000

WORK AUTHORIZATION NO. 1

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

FILED	AT <u>2:05</u> O'CLOCK <u>P</u> M
JAN 17 2019	
ARTURO GUJARDO, JR. COUNTY CLERK HIDALGO COUNTY, TEXAS	
BY 	DEPUTY

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 Consultants, 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 for the Granjeno Parks, Recreational Facility Improvements (Phase III).**

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$7,984.24**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT “A”**.

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 4 of the Agreement.

PART 4. FUNDING

WORK AUTHORIZATION NO. 1 shall be funded through funding source:

ACCOUNT NO. **5017-30-0306-5000-3000-UCP-GVG**

PURCHASE ORDER NUMBER: 10393 (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 scope 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, Diana Serina (Director) as to content and detail of this **Work Authorization No. 1**.

**HIDALGO COUNTY
URBAN COUNTY PROGRAM**

BY: _____
DIANA R. SERNA, UCP DIRECTOR

PART 8. ACCEPTANCE AND APPROVAL

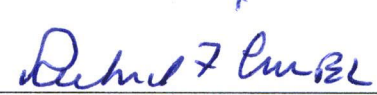
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **January 9, 2019** as indicated below and effective as of **January 9, 2019**.

THE ENGINEER:



By: Isidoro Arjona, P.E. PMP, Vice President

**THE OWNER:
HIDALGO COUNTY**



By: Richard Cortez, County Judge

ATTEST:



Arturo Guajardo Jr., County Clerk

**APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.**

By: 

APPROVED BY
COMMISSIONERS' COURT
ON: 1/9/19 

Exhibit A: Cost Proposal : (Best & Final Offer Letter & Cost Breakdown)

Proposal No.: PMD18-118-00
December 13, 2018

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

"EXHIBIT A"

Ms. Guadalupe Garcia
Hidalgo Urban County Program
427 E. Duranta Ave, Suite 107
Alamo, Hidalgo County, Texas 78516

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

**RE: Construction Materials Observation and Testing Services
City of Granjeno Parks and Recreational Facility Improvements Phase III
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 **\$7,984.24**.

Our proposed scope of services and estimated item quantities are based upon our interpretation of the project plans and specifications downloaded from the we transfer link provided to us via electronic-mail transmittal by Mr. Carlos Treviño, Graduate Engineer, with Hinojosa Engineering, Inc., the project's consulting engineering firm on Tuesday, November 27, 2018, and the information provided to us via electronic-mail transmittal from Mr. Albert Treviño with Hinojosa Engineering, Inc., on Wednesday, December 12, 2018, 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 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.

Jorge L. Perez
Supervisor, CME

JLP/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 _____ \$ 46.75/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 Parks and Recreational Facility Improvements Phase III

SERVICE	UNIT RATE		QUANTITY	TOTAL
Earthwork:				
1. Moisture-Density Relationship (Proctor)	\$230.00	each	2	\$460.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$84.00	each	2	\$168.00
3. Sieve Analysis -200	\$56.75	each	1	\$56.75
4. Technician Time Sampling	\$49.25	hour	4	\$197.00
5. Field Density Test	\$21.00	each	10	\$210.00
6. Technician Time - Density Testing	\$49.25	hour	10	\$492.50
7. Vehicle Travel Charge	\$46.75	trip	7	\$327.25
Subtotal				\$1,911.50
Concrete: Civil				
1. Concrete Compressive Strength Tests	\$15.50	each	30	\$465.00
2. Technician Time - Concrete Testing	\$49.25	hour	18	\$886.50
3. Air Content of Concrete	\$28.75	each	7	\$201.25
4. Technician Time - Pick-Up of Specimen(s)	\$49.25	hour	14	\$689.50
5. Vehicle Travel Charge	\$46.75	trip	14	\$654.50
Subtotal				\$2,896.75
Asphalt:				
1. Asphaltic Concrete Laydown Observation	\$59.00	hour	3	\$177.00
2. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$283.75	each	1	\$283.75
3. Maximum Theoretical Specific Gravity of Asphalt	\$104.00	each	1	\$104.00
4. Nuclear Densities	\$21.00	each	4	\$84.00
5. Asphaltic Concrete Coring:				
a.) Two Men	\$101.25	hour	4	\$405.00
b.) Coring Rig	\$113.25	day	1	\$113.25
c.) Generator	\$95.50	day	1	\$95.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	\$5.30	in.-in.	18	\$95.40
e.) Core Density	\$22.50		3	\$67.50
6. Vehicle Travel Charge	\$46.75	trip	2	\$93.50
Subtotal				\$1,518.90
Drilled Pier Observation: (2 Day Production)				
1. Observation - Technician Time	\$49.25	hour	8	\$394.00
2. Air Content of Concrete	\$25.00	each	2	\$50.00
3. Cylinders Cast in Conjunction with Observation	\$15.00	each	10	\$150.00
4. Technician Time - Pick-Up of Specimen(s)	\$49.25	hour	4	\$197.00
5. Vehicle Travel Charge	\$46.75	trip	3	\$140.25
Subtotal				\$931.25

Rates Continue on Page No. 5



CONSTRUCTION MATERIALS TESTING UNIT RATES
City of Granjeno Parks and Recreational Facility Improvements Phase III

Professional Services:			
1. Project Coordination	\$110.00	hour	As requested
2. Geotechnical / Materials Engineer	\$165.00	each	As requested
3. Vehicle Travel Charge	\$46.75	trip	As requested
Subtotal			
Other:			
1. Project Administration(Markup of Invoiced Billing Cycle)	10%		\$725.84
Subtotal			
\$725.84			
GRAND TOTAL			\$7,984.24



AI-68275

CC - REGULAR

Meeting Date: 01/09/2019

Submitted For: Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Chupita
Urban County 13. B.
X 2237

Submitted By: Olga Lerma, URBAN COUNTY

Information

CAPTION

1. Subject to compliance with HB 1295, requesting approval of a best and final negotiated contract for professional services – Construction Material Testing Services with Raba-Kistner Consultants, Inc. in the amount of \$7,984.24 utilizing CDBG FY 30 (2017) Granjeno Parks, Recreational Facility & Improvements Funding.

2. Approval of Work Authorization No. 1 for Raba Kistner Consultants, Inc. in the amount of \$7,984.24.

BACKGROUND

On November 7, 2018, Commissioner’s Court ranked and approved contract negotiations with Raba-Kistner Consultants, Inc., for Professional Service-Construction Material Testing Services. See attached Contract Exhibits and Certificate of Liability Insurance.

Contract Amount: \$7,984.24

Available Funds: \$184,267.37 2017 Parks, Recreational Facility Improvements

Fiscal Impact

Attachments

WA-revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Veronica Ortiz	12/27/2018 07:58 AM
Final Approval	Monica Salinas	01/04/2019 06:26 PM
Form Started By: Olga Lerma		Started On: 12/26/2018 03:36 PM
Final Approval Date: 01/04/2019		