Cameron County Commissioners' Court Agenda Request Form

No. <u>2-F</u>

Date: August 26, 2020	0	Meetin	ng Date Request:	September 1 2	020
Deadline for Action:			-		ham, P.E., P.T.O.E.
	ortation / Engine				(956) 361-8278
Department Head Name:			Signature:		× 200, 301-0210
					
Caption:					
CONSIDERATION A FOR GEOTECHNICA 1. L & G ENGINE 2. RABA KISTNE	AL AND CON EERING - 2 6	ISTRUCTION 20009297	N MATERIAL		IG AGREEMENTS
Background: (Briefly summ	marize your request	if needed use sepa	rate sheet(s) or attac	h supporting docum	ientation).
SEE ATTACHED SU	JBDIVISION I	NFORMATI	ON.		
PLEASE FILL IN ALL I		<u>NĀ</u> IF IS NOT	APPLICABLE:	AL DATA INFOR	
					1295 Form N/A
Fiscal Data: Dept. Name: N/A	Fund No	N/A D	Funds From: epartment: Yes NA	No NA Ami Funa	
Funds Available: Yes N				No NA Impact on	future budget: Yes_No_
Comments:					
Action taken by Commission Approved		Denied	Motion made by	Seconde	ed Vote

Contract No: 2020C09298

July 23, 2020



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

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

Benjamin L. Worsham, P.E., P.T.O.E. County Engineer Transportation Department Cameron County 1390 I-69 E San Benito, TX 78586

Re:

Raba-Kistner Consultants, Inc., Standard Form of Agreement RFQ #1724 - Soils & Materials Testing Services Cameron County, Texas

Dear Mr. Worsham:

In accordance with our telephone conversation held on Wednesday, July 22, 2020, Raba Kistner Consultants, Inc., (RKCI), is pleased to have been selected and approved by Cameron County Commissioner's Court at their meeting held on July 7, 2020, to provide Soil and Material Testing Services for Cameron County Projects. We thank you for selecting (RKCI), to provide professional consulting engineering and testing services to Cameron County, (CLIENT). It is a great privilege for us to continue providing services in the following professional consulting engineering areas:

- Geotechnical Engineering Services
- Construction Materials Engineering & Testing Services
- Environmental Consulting Services

This master contract is general in nature and will cover professional services requests made by Cameron County from time to time during the term of this agreement, which is for two (2) years, until July 25, 2022 with option to renew for one additional year and based upon agreed prices and all terms remaining constant – based upon Commissioners Court final approval.

The cost of services provided for the various County projects will be based on a scope of work that will be developed for each project request, and the units herein attached.

This contract sets forth only the agreed unit rates and the enclosed general terms and conditions (presented in Attachment I), and in and of itself does not obligate either party. The obligation occurs when the CLIENT requests RKCI services on a specific project and agrees with and accepts in writing the scope of work and the proposed cost developed by RKCI for the subject project.

ACCEPTANCE

We appreciate the opportunity to submit the enclosed unit rates for this agreement and look forward to continue working with Cameron County on various geotechnical, environmental, and construction materials engineering and testing projects throughout the coming years. Our services will be carried out in accordance with the scopes of work that will be developed for each specific project and the following attachments:



CONSULTANTS . ENVIRONMENTAL . PROGRAM MANAGEMENT . INFRASTRUCTURE

<u>Attachment</u>	Description
1	Standard Terms and Conditions
11	Schedule of Fees for Professional Services
Ш	Geotechnical Engineering Services
IV	Construction Materials Engineering & Testing Services
V	Environmental Consulting Services

Please return one signed original of this Master Services Agreement Contract in order for **RKCI** to obtain written authorization for our firm to provide the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Very truly yours,

RABA KISTNER CONSULTANTS, INC.

Isidoro Arjona, PE, PMP, DGE, F.ASCE Sr. Vice President

IAA/sdc

Attachments I, II, III, IV, & V

OWNER:

CAMERON COUNTY

Eddie Treviño, Jr.

Cameron County Judge

ENGINEER:

RABA KISTNER CONSULTANTS, INC.

Isidoro Arjona, PE, PMP, DGE, F.ASCE

Sr. Vice President

09/01/2020

Date

ATTESTED BY:

Sylvia Garza-Perez

OUNT CLERK

W:\Administration\McAllen\TEMPLATES AND CONTRACTS\McAllen Contracts\CONTRACTS\Cameron County\2020\Cameron County contract letter 2020.doc



STANDARD TERMS AND CONDITIONS

- SERVICES. Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
- 2. <u>INFORMATION PROVIDED BY CLIENT.</u> CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
- 3. SITE ACCESS AND SITE SAFETY. CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
- 4 SUBSURFACE EXPLORATIONS. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services, however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the soope of services.
- CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation schedule.

- allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement
- TESTING AND OBSERVATIONS. CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce not eliminate project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
- 7 ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES. If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an astimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
- 8 <u>REPORTS.</u> RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety, however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK.
- 9 TOXIC AND HAZARDOUS MATERIALS. CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

Page 1 of 3 ADM 100 07/31/2013 materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants if unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

- NO THIRD-PARTY BENEFICIARIES. The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT if CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
- 11. <u>LEED PROJECTS.</u> Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including, developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings
- 12 STANDARD OF CARE, RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
- 13. <u>RISK ALLOCATION.</u> RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
- 14 LIMITATION OF LIABILITY. CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
- 15 <u>CONSEQUENTIAL DAMAGES.</u> Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits, unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
- 16. SUSPENSION OF SERVICES. If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

- 7. WAIVER OF SUBROGATION. To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's nsk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise CLIENT shall require of its contractors, consultants, agents and employees smillar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
- 18. OWNERSHIP OF DOCUMENTS. R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CUENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree, either shall have the right to forbid use by others. In

Page 2 of 3 ADM100 07/31/2013 addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

- Obspute Resolution/Litigation. All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
- 20. TERMINATION OF CONTRACT. CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
- 21 STATUTE OF LIMITATIONS. Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
- 22 FORCE MAJEURE. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
- 23 NO ASSIGNMENT. Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
- 24. <u>SEVERABILITY.</u> Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
- 25. <u>ENTIRE AGREEMENT.</u> This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

Page 3 of 3 AOM100 07/31/2013



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.

> Page 1 of 1 ADM101 02/08/2012

ATTACHMENT III

CAMERON COUNTY ENGINEERING DEPARTMENT GEOTECHNICAL ENGINEERING SERVICES SCHEDULE OF FEES

GEOTECHNICAL ENGINEERING SERVICES

REFERENÇE	FIELD SERVICES	RATES
	Soil Boring (Solid Auger, Hollow Stem Auger, and Mud Rotary- Including Sampling) Soil (Existing Ground Surface to 50 ft.) Soil (Below 50 ft.) Soft Rock	\$13.75/ft \$16.00/ft By Quote
	Nx Rock Core Rock Coring	By Quote
	Field Logging Services Engineering Technician Registered Geologist Staff Engineer (E.I.T.) Licensed Professional Engineer (P.E.)	\$ 57.75/hr \$130.00/hr \$135.50/hr \$175.00/hr
	Field Coordination Field Engineer (E.I.T.) Engineering Technician (Flagman)	\$135.50/hr \$ 57.75/hr
	Mobilization Truck-Mounted Rig, Drill Crew and Support Field Logger Trip Charge (ARDCO 4x4 all terrain rig) Barge Mobilization and Rental	\$278 50/ls \$1.00/mile Cost + 15% Cost + 15%
	Other Expenses/Charges Standby Time Mileage – Non-Drilling Equipment Grout/Bentonite Backfill Dozer/Clearing Cost Concrete/AC Patch Traffic Control – Signs, Barricades, etc. All Other Outside Expenses	\$219.75/hr \$ 1.00/mile \$ 6.50/ft Cost + 15% \$47.50/ea Cost + 15% Cost + 15%
REFERENCE	LABORATORY SERVICES	RATES
ASTM D 2217, D 4318	Plasticity Index (Atterberg Limits)	\$ 99.00/ea.
ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$ 12.25/ea
ASTM D 427	Shrinkage Limit in Conjunction with Atterberg Limits a) Volumetric b) Linear (TxDOT, TEX-107-E)	\$136.75/ea \$136.75/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	\$ 63.00/ea \$110.75/ea \$ 14.00/ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	\$ 63.00/ea

ATTACHMENT III

CAMERON COUNTY ENGINEERING DEPARTMENT GEOTECHNICAL ENGINEERING SERVICES SCHEDULE OF FEES

REFERENCE	LABORATORY SERVICES	RATES
ASTM D 854; TXDOT, TEX-108-E	Specific Gravity	\$110.25/ea
ASTM D 422; TxDOT, TEX-110-E	Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve)	\$ 366.75/ea
ASTM D 2166	Unit Dry Weight	\$ 38.25/ea
ASTM 4318	Lime Series	\$ 455.00/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	\$ 5800/ea \$ 62.75/ea \$ 14.50/end
ASTM D 2850	Triaxial Compression Unconsolidated-Undrained, Multistage	\$ 371.00/ea
ASTM D 3080	Direct Shear a) Unconsolidated-Undrained b) Consolidated-Drained (Sand)	\$ 295.00/ea \$ 576.00/ea
ASTM D 2435	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	\$ 916.00/ea
	Corrosivity (pH, chloride, sulfate, resistivity) pH Resistivity Sulfate Content Chloride Content	\$ 464.50/ea \$ 61.25/ea \$ 313.00/ea \$ 105.25/ea \$ 60.75/ea
	Swell Test a) Method "A" b) Method "B" a) Method "C" b) Modified Method "B"	\$ 1,355.00/ea \$ 238.00/ea \$ 1,626.00/ea \$ 211.00/ea

GEOTECHNICAL ENGINEERING AND REPORTING SERVICES

Principal Engineer (P.E.)	\$ 229,000 to 385,00/hr
Licensed Professional Engineer (P.E.)	\$ 148.50 to 254.00/hr
Staff Engineer, E.I.T.	\$ 118.00 to 203.50/hr
Registered Geologist	\$ 144.75/hr
Draftsman	\$ 95.50/hr
Outside Professional Services	Cost + 15%
Additional Insured	\$ 273.00/ea
Secretarial	\$ 60.00 to 102,00/hr
Vehicle Travel Charge	\$ 1.00/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.

	SCHEDULE OF FEES	i	
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	4.44		
REFERENCE	LABORATORY SERVICES		
			2020 RATES
ASTM C 1260	Potential Alkali Reactivity of Aggregate Mortar Bar Method		
	Fine Aggregate	2UKFA	\$ 750.00 /ea
	Coarse Aggregate	2UKFF	\$ 1,000.00 /ea
ASTM C 1260	Concrete Mix Design		
	Initial Mix with Two Components	2UKFG	\$ 1,113.00 /ea
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ASTM C 1567	Concrete Mix Design		
	Initial Mix with Multiple Components	2UKFK	\$ 1,400.00 /ea
ACTN C 1010	Land Channe of Hydroville Connect Marters Evenered to a		
ASTM C 1012	Lengh Change of Hydraulic-Cement Mortars Exposed to a Sulfate Solution	2UKFI	\$ 1,964.00 /ea
	Surate Solution	ZUKFI	\$ 1,904.00 /68
ASTM C 227	Potential Alkali Reactivity of Cement-Aggregate Combinations		
NOTHI O ZZI	Mortar Bar Method	2UKFB	\$ 710.00 /se
	Mortal Dal Metrod	20111 0	ψ ,10.00 /80
ASTM C 1293	Concrete Aggregates by Determination of Length Change of		
	Concrete Due to Alkali-Silica Reaction	2UKFC	\$ 2,000.00 /ea
ASTM C 441	Effectiveness of Mineral Admixtures on Ground Blast Furnace		
	Slag in Preventing Excessive Expansion of Concrete Due to		
	Alkali-Silica Reaction	2UKFD	\$ 1,186.00 /m
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	100000000000000000000000000000000000000		
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2020 RIO GRANDE VALLEY SCHEDULE OF FEES

DARTMENT ST	SCHEDULE OF FEE RUCTURAL OBSERVATION	.5		1
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IELD SERVICES				
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	Shear Wall Anchorages	5Q430	\$ 64.00	/hr
		60.04	4 050 00	1
	Shear Wall Hurricane Straps	5Q431	\$ 356.00	/hr
	Shear Wall Nailing Patterns	5Q432	\$ 64.00	the
	Streat Yvan Naming Fatterns	JQ432	9 04.00	7111
	Interior and Exterior Shear Walls	5Q433	\$ 83.00	/hr
	Roof Trusses	5Q434	\$ 83.00	/hr
	Floor Truss Framing	5Q435	\$ 83.00	/hr
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REFERENCE	FIELD SERVICES				
ASTM D 75	Sampling Raw Materials of Composite Mix		(2) 10/10/10/20		
71071117070	Technician Time	5QT00	\$	57.75	/hr
Asphalt Institute	Asphaltic Plant Observation - To Verify Aggregate Size				
Manual	and Quality, Batch Weights and Temperature				
	Technician Time	5Q401	\$	70.00	/hr
A ()	Apple Nie Cite Charaction To Charact Brancation		-		-
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures,				<u> </u>
wanuar	Mat Thickness and Mat Density Determination				-
	Technician Time	5Q419	S	64.50	/hr
ASTM D 2950	Nuclear Density Test with Inspection	5Q0R5	\$	19.25	
AJTWID 2900	Nuclear Density Test	5Q0M0	\$	24.75	
a terroris de	Nuclear Density Test	OQUINO		27.10	,04
	Coring (See Coring Fee Schedule)				
REFERENCE	LABORATORY SERVICES				1
ASTM D 2172;	Extraction Test, Bitumen Content, Aggregate Sieve Analysis				
TxDOT, TEX-210-F	and Laboratory Density of Asphaltic Concrete	5UBMH	\$	310.00	/ea
ASTM D 2172;	Extraction Test, Bitumen Content Only	5UBMF	S	171.50	/ea
TxDOT, TEX-210-F	Extraction rest, bitainen content only	OODIVII		171.50	700
1201, 1222101					i
Hveem,	Molding Specimens		i	-	de refere
TxDOT, TEX-206-F;	Hveem or Marshall	5UBW3	\$	75.25	/se
Marshall,					
ASTM D 1559					
TxDOT, TEX-207-F;	Laboratory Density Test	5UBJ0	\$	75.25	İse
ASTM D 2726	a) Molded Specimen	5UBW3	\$	75.25	-
A31141 D 2720	b) Asphalt Core (Technician Time)	5Q411	\$	54.00	-
	Laboratory Core Density	5X129	S	20.00	CH WATER
	Education of Control o				Ī
Hveem,	Stability Test				Ī
TxDOT, TEX-208-F;	Hveem or Marshall (Hand Compactor)	5UB6L	\$	80.25	/se
Marshall,	Hveem (Gyro Compactor)	5UB6Q	\$	102.00	/se
ASTM D 1559			000		
Asphalt Institute	Corp of Engineers or FAA	2QWZW	\$.	2,597.00	/ea
Manual and	TxDOT Quality Control/Quality Assurance	2QWZX	\$	2,597.00	/ea
TxDot;	TXDOT CMHB	2UKV0	\$	3,691.00	/ea
Mix Designs	TxDOT Calibration Mix and Pans	2WC1N	\$	434.00	/ea
	TxDOT Black Base Design, Item 345	2WC1P	\$	1,946.00	/ea
					-

	SCHEDULE OF FEES			
ASPHALTIC CONCR	ETE (Continued)			
DECEDENCE	1 ADODATODY CERVICES			
REFERENCE	LABORATORY SERVICES			
TxDOT, TEX-200-F;	Sieve Analysis of Aggregate	5UB4B	\$ 69.00	/ea
ASTM C 136	33.03			
TxDOT, TEX-203-F;	Sand Equivalent Test	5UPL0	\$ 106.00	/ea
ASTM D 2419				
AASHTO TP 33	Fine Aggregate Angularity	5WCNC	\$ 67.00	/ea
ASTM D 4791-95	Flat and Elongated Particles	5UB6B	\$ 67.00	/ea
TxDOT, TEX-201-F;	Specific Gravity (Coarse or Fine Aggregate)	5UB5B	\$ 56.75	/02
ASTM C 127	Specific Gravity (Coarse of Fille Aggregate)	30838	9 30,73	/Ca
7.01111 0 127				
TxDOT, TEX-201-F;	Absorption (Coarse or Fine Aggregate)	5UBAB	\$ 82.50	/ea
ASTM C 127				
				-
TxDOT, TEX-411-A;	Sulfate Soundness (Time and Test)	0.11000		4
ASTM C 88	Preparation Time	2U002	\$ 64.00	+
	a) Magnesium - 5 Cycle	2UB3S	\$ 600.00	+
	b) Sodium - 5 Cycle	2UB3T	\$ 600.00	/ea
ASTM C 131;	Los Angeles Abrasion Test (Time and Test)			
ASTM C 535	Los Angeles Abrasion Test (Small or Large Coarse Aggregate)	2UQR0	\$ 300.00	/ea
Asphalt Inst. SP-2	Superpave TM Mix Design (Includes Aggregate, Specific Gravity			
TxDOT, Item 3066	and Sieve Analysis) (Does Not Include TSR)	2VREA	\$ 8,027.00	/ea
AASHTO PP 28-95				-
TxDOT, TEX-227-F;	Maximum Theoretical Specific Gravity (Rice Gravity)	5UBS0	\$ 114.00	lea
ASHTO T 209;	Maximum Theoretical Specific Gravity (Nice Gravity)	30030	117.00	700
ASTM D 2041				
TxDOT, TEX-226-F;	Moisture Sensitivity Test (Tensile Strength Ratio Test)			
AASHTO T 283;	with Freeze/Thaw	2VRE0	\$ 696.00	_
ASTM D 4867	without Freeze/Thaw	2VRD0	\$ 543.00	/ea
TxDOT, Item 3157	Cold Processed - Recycled Paving Material (RPM)			
1201, ((c), (10)	Mixture Design	2UB6S	Upon Requ	est.
	Mixture Verifiction (QC) Strength,		1,0,000.004	
	Stability (Hveem, Modified Marshall)	2UB6R	\$ 1,024.00	/set
T DOT TEV 100 =	14.15	OUDCA	A 400.00	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
TxDOT, TEX-126-E	Molding and Strength	2UB61	\$ 498.00	/set
TxDOT, TEX-208-F	Molding and Hveem	5UB62	\$ 189.00	/set
(Modified)				

2020 RIO GRANDE VALLEY SCHEDULE OF FEES

	SCREDULE OF FEES				155
ASPHALTIC CONCE	RETE (Continued)				
ASTM D 1559	Molding and Marshall	5UB63	\$	179.00	/set
TxDOT, TEX-103-E	Molded Moisture Content	2UQV0	\$	15.00	/ea
TxDOT, TEX-461-A	Micro-Deval Abrasion	2UL24	\$	300.00	/ea
(2005);	The state of the s		-		
ASTM D 6928-10					
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REFERENCE	CONSULTING SERVICES			-
	Senior Architect	\$	200.00	/hr
	Senior Business Envelope Consultant	\$	140.00	/hr
	Senior Project Manager	3	130.00	/hr
	Business Envelope Consultant	\$	115.00	/hr
	Intern Architect	\$	95.00	hr
	Business Envelope Observer	\$	90.00	/hr
	Business Envelope Technician	\$	80.00	/hr
	Secretarial	3	60.00	/hi

BLAST MONITOR	RING		 	
REFERENCE	FIELD SERVICES			<u> </u>
USBM	The Following Rates Include Travel Time Charges and			
	Technician Time Charges			
	Hourly Rate	5Q437	\$ 83.00	/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	\$ 83.00	/hr
	Materials Engineer	TS	\$ 170.00	/hr

2020 RIO GRANDE VALLEY SCHEDULE OF FEES

	SCHEDULE OF FEES					
BRICK						
DEFEDENCE	FIELD CERVICES					-
REFERENCE	FIELD SERVICES					-
	Masonry Observations	5Q410		\$	73.75	/hr
REFERENCE	LABORATORY SERVICES					
ASTM C 62	Compressive Strength					
	Preparation Time	5U002		\$	62.75	/hr
	Saw Cut (If Required)	5UL20		\$	1.49	/sq.i
	Compressive Strength Testing of Standard Size Specimens	5UFH0		\$	37.50	/ea
	Initial Rate of Absorption (Lab)	5UFAM	İ	\$	167.00	/ea
	Absorption Test	5UFA0		\$	48.00	/ea
	Modulus of Rupture (Standard Size)	5UEA1		\$	330.00	
	Freeze/Thaw	2VGLV		\$	494.00	
	Efflorescence	5UEA2		\$	490.00	
·.—-	Breaking Load	5UEA4	1	\$	267.00	
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BUILT-UP ROOF!	NG .				
REFERENCE	FIELD SERVICES				
	11819 111111111				i
	Observation by Materials Technician During Installation				
	Including Verification of Materials, Asphalt Application				
	Rates, Proper Lapping of Felt Material, Proper Insulation				
	and Quantity of Aggregate	2Q410	\$	64.00	/hr
REFERENCE	LABORATORY SERVICES				
					<u> </u>
	Sample Testing and Analysis Including Determining				<u> </u>
	Number of Felt Paper Plies, Weight of Interply Layers				1
	of Bituminous Material, Weight of Flood Coat and Weight				ļ
	of Aggregate Surface Materials, and Photographs of				
1.OT14.D. 004.T	Each Item (Sampling by Others)				ļ
ASTM D 3617	a) New Roofs Prior to Application of Flood Coat	0111100		505.00	10
	and Aggregate Surfacing	2UND6	3	585.00	_
ASTM D 2829	b) Existing Roofs	2UNE5	\$	665.00	/san
	DAGE CHIDITETO				-
	ROOF SURVEYS				-
	Nuclear Gauge In-Place Moisture Measurements				ļ
	at 10-ft. Centers	2Q420	\$	64.00	/hr
	Moisture Plume Identification	2Q420 2Q420	\$	64.00	`
				64.00	+
	Roof Layout with Moisture Readings	2Q420	\$	04.00	/ <i>IIE</i>
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CEMENT TREATED	BASE / SUBGRADE		
REFERENCE	FIELD SERVICES		
PCA	Sampling Raw Materials for Mix Verification		
	Technician Time	5QT00	\$ 57.75 /hr
	Sampling Contractor Processed Material		
	Technician Time	5QT00	\$ 57.75 /hr
REFERENCE	LABORATORY SERVICES		
PCA	Molding Controlled Processed Material	5VST5	\$ 92.75 /ea
PCA	Unconfined Compressive Strength Testing	5VSGR	\$ 41.75 /ea
ASTM D 559;	Durability (2 Specimens Per Set) (Percent Loss in 12 Cycles)		
ASTM D 560	Wet Dry/Freeze Thaw	2VS90	\$ 750.00 /set
TxDOT, TEX-120-E	Cement Series Curve Determination Including Five Atterberg		
	Limits	2VSRS	\$ 576.25 /ea
	Mix Design		
PCA	Mix Design - Cement Treated Base (Does Not Include		
TxDOT, TEX-120-E	Durability)	2VSRR	\$ 1,604.75 /ea

CHEMICAL ADM	IXTURE		
REFERENCE	LABORATORY SERVICES		
ASTM C 494	Residue on Oven Drying	2UK1V	\$ 48.00 /ea
ASTM C 494	рН	2UK0W	\$ 22.00 /ea
ASTM C 494	Specific Gravity by Hydrometer	2UK58	\$ 26.00 /ea
ASTM C 403	Setting Time by Hydraulic Penetrometer	2UKNY	\$ 158.00 /ea
ASTM C 494	Admixture Certification Program	2UKFE	Upon Request
ASTM C 260	Admixture Certification Program	2UKFE	Upon Request

	SCHEDULE OF FEES				
CONCRETE					
CONCRETE					
REFERENCE	FIELD SERVICES				
ASTM C 31;	Sampling Concrete to Conduct Slump Tests, Measure Concrete	*	-		
ASTM C 172;	Temperature, Cast Test Specimens and Transport				
ASTM C 143	Test Specimens to Laboratory Next Day				:
	Technician Time	5QT00	\$	57.75	/hr
· <u>···</u>	Pick-Up of Test Specimens	5Q055	\$	57.75	
* ************************************	Standby Time	5Q600	\$	57.75	
ASTM C 39;	Cylinder Compressive Strength Testing and Reporting				
STM C 55,	(In Conjunction with Sampling)				
AGTIN O GT7	a) 6x12 or 4x8 - Normal Weight or Lightweight Structural				
	(Minimum of 4)	5QFXE	\$	18.00	102
	b) 3x6 - Lightweight Insulating Cellular	JQI AL		10.00	768
	(Minimum of 6 - Includes Two Dry Densities)	5QNL0	\$	33.25	loa
	c) "Hold" Cylinder (Additional Charge)	5QGP0	\$	12.25	_
11.11.51.1	d) "Strip" Cylinder (Additional Charge)	5QGY0	\$	16.00	
	e) Compressive Strength – 2"x2" Cubes (Min. of 3)	5QFXG	\$	21.25	
	f) Compressive Strength – Grout Prizms (Min. of 3)	5QFXG	\$	21.25	·
	g) Dry Density - Concrete Cylinder	5QGMH	\$	60.50	/ea
ASTM C 78	Flexural Strength Testing and Reporting				
	(In Conjunction with Sampling Beams)	5QMXC	\$	53.00	/ea
	Air Content (In Conjunction with Sampling)				
ASTM C 231	a) Pressure	5QBT0	\$	34.00	/ea
ASTM C 173	b) Volumetric	5QB40	\$	44.75	
AASHTO T 199	c) Chase	5QBE0	\$	20.75	+
ASTM C 138	Unit Weight	5QX00	\$	38.75	/ea
ASTM C 143	Additional Slump Test	5QGWA	\$	27.00	/ea

ACI 311;	Concrete Plant Observation - To Observe and Record Aggregate				
ACI 304	Types, Batch Weights, Concrete Consistency and Mixing Time),a		
	Technician Time	5Q422	\$	69.50	/hr
ACI 311;	Concrete Site Observation - To Record the Consistency of Concre	ete.			
ACI 304	Verify and Adjust Slump within Project Specifications and Sample		İ		1
	for Test Specimens				†
	Technician Time	5Q422	\$	69.50	/hr
REFERENCE	LABORATORY SERVICES				-
ACI 211.1	Hardrock Concrete Mix Design Calculations and				1
	Proportioning to Include Six Confirmatory Cylinders				
	(Physical Properties Not Included)	5VUR0	\$	404.75	/ea
	() and the state of the st	1	- 1		1.50

CONCRETE (Contin	nued)			
OONONETE (COMM	iueuj			
REFERENCE	LABORATORY SERVICES			-
ACI 211.1 (303.R)	Architectural Mix Design	2VAR0	\$ 448.00	/ea
ACI 211.2	Lightweight Structural Mix Design	2VLR0	\$ 421.00	/ea
ASTM C 270	Masonry Mortar Mix Design Including Six Cubes and			
	Water Retention (Physical Properties Not Included)	2VMVT	\$ 448.00	/ea
ASTM C 1202	Chloride Ion Permeability	2QAOA	\$ 360.00	/set
ASTM C 39	Cylinder Compressive Strength Testing and Reporting			
	F.O.B. Cylinders to Our Laboratory	5VGGK	\$ 37.50	/ea
ASTM C 496	Splitting Tensile Strength of Concrete Cylinders			
	Tensile Test	2VT5B	\$ 120.00	/ea
ASTM C 666	Freeze-Thaw Test	5VGLV	\$ 494.00	/sel
ASTM C 469	Determination of Young's Modulus of Elasticity			
	(Time, Test and Set-Up)	2VGJB	\$ 100.00	/ea
ASTM C 803	Windsor Probe (includes Surface Preparation)	2VGLW	\$ 64.00	/hr
ASTM C 805	Schmidt Rebound Number	5VGLX	\$ 117.00	/hr
ASTM C 157	Length Change of Mortar or Concrete	5VGNN	\$ 1,000.00	/set

CONCRETE AGGRE	<u>GATES</u>				
DECEDENCE	EIEL D CERVICES				
REFERENCE ASTM D 75;	FIELD SERVICES Sampling Concrete Aggregates				
TXDOT, TEX-400-A	Technician Time	5QT00	•	57.75	/los
IXDUI, IEA-400-A	Technician Time	5Q100	\$	37,13	/111
REFERENCE	LABORATORY SERVICES				
ASTM C 566	Moisture Content	5UQV0	\$	12.25	/ea
101111 0 000					
ASTM C 29;	Unit Weight (Coarse or Fine)				
	a) Loose	5UH9N	\$	49,25	/ea
	b) Rodded	5UH9N	\$	49.25	/ea
ASTM C 127,	Specific Gravity (Coarse or Fine)	5UB5B	\$	56,50	/ea
ASTM C 128;					
TxDOT, TEX-201-F	1 - 1 - 1				
					<u> </u>
ASTM C 123	Lightweight Particles (Plus Cost of Materials)	5UBMI	\$	78,25	/test
	Absorption				
ASTM C 127;	a) Normal Weight Aggregate (Coarse or Fine)	5UHAQ	\$	34.25	_
ASTM C 128;	b) Lightweight Aggregate (Coarse)	5UHAP	\$	34.25	/ea
TxDOT, TEX-201-F					
ASTM C 136;	Sieve Analysis (Dry) for ASTM C 33 Specification				
TxDOT, TEX-401-A	a) Coarse, Per Sample	5UH4J	\$	60.75	102
TXDOT, TEX-401-A	b) Fine, Per Sample	5UH4K	\$	69.50	_
	b) Tille, Fel Sample	3011410	- •	09.00	760
ASTM C 117;	Amount Finer Than No. 200 (Decantation)	5UH17	\$	67.00	/ea
TxDOT, TEX-406-A	Allocate Files Files Too. 200 (Becantation)	100////		01.00	1
					1
ASTM C 131;	Los Angeles Abrasion (Time and Test)	2UQR0	\$	300.00	/ea
ASTM C 535					
ASTM C 88;	Sulfate Soundness (Time and Test)				ļ
TxDOT, TEX-411-A	Preparation Time	2U002	\$	64.00	-
	a) Magnesium - 5 Cycle	2UB3S	\$	600.00	/ea
	b) Sodium - 5 Cycle	2UB3T	\$	600.00	/ea
					<u> </u>
ASTM C 117;	Physical Properties of Aggregates - Includes Decantation,				1
ASTM C 29;	Rodded Unit Weight, Specific Gravity, Absorption, Sieve				-
ASTM C 127;	Analysis and Moisture Content (Per Aggregate Type and Size)				
ASTM C 128;	Conducted in Conjunction with Concrete Mix Design	5VGR3	\$	193.25	$\overline{}$
ASTM C 136;	Conducted Separate from Concrete Mix Design	5VG03	\$	251,75	/ea
ASTM C 566;					-
TxDOT, TEX-406-A;					1
TxDOT, TEX-404-A;					+-
TxDOT, TEX-201-F;					<u> </u>
TxDOT, TEX-401-A					
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CONCRETE AGGRE	EGATES (Continued)		
REFERENCE	LABORATORY SERVICES		
ASTM C 40; TxDOT, TEX-408-A	Organic Impurities	SÜHOU	\$ 52.00 /ea
ASTM C 2419; TxDOT, TEX-203-F	Sand Equivalent Values	5UPL0	\$ 106.00 /ea
ASTM C 142	Clay Lumps and Friable Particles	5UHG0	\$ 76.00 /ea
ASTM C 641	Staining Materials in Lightweight Concrete Aggregate	5UH7P	\$ 76.00 /ea
ASTM D 3042	Acid Insoluble Residue	2UHB0	\$ 260.00 /ea
TxDOT, TEX 461-A	Micro-Deval Abrasion	2UL24	\$ 300.00 /ea
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	SCHEDULE OF F	EE2	
CONCRETE MAS	ONRY LIMITS		
OCHOILE IL IIIAC			
REFERENCE	FIELD SERVICES		
	Masonry Observation	5Q515	\$ 73.50 /hr
REFERENCE	LABORATORY SERVICES		
REFERENCE	LABORATORY SERVICES		
ASTM C 140	Compressive Strength Test		
	Compressive Strength Test	5UEH0	\$ 88,25 /ea
	Absorption Test	5UEA0	\$ 60.75 /ea
,			
ASTM C 426	Drying Shrinkage of Concrete Block	2UEK1	\$ 633.00 /pai
407140404	O a managina O a a a di O di Na Bida a	201407	A 057.00 (
STM C 1314	Compressive Strength CMU Prism	2QMPT	\$ 267.00 /ea
	97.4		
	1 - 17 - 17 - 17 - 17 - 18 Block de internationale relations a subserve 18 7		
	140 W 191 W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		

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CORING			
REFERENCE	FIELD SERVICES		
ACTN C 40	Tasksida Tisas and Casimana		
ASTM C 42;	Technician Time and Equipment	50440	# CO 05 /h-
ACI 318	a) One Man	5Q412	\$ 69.25 /hr
	b) Two Men	5Q413	\$ 110.50 /hr
	c) Reinforcing Steel Detector	5QK0N	\$ 43.75 /day
	d) Coring Rig	5QKJY	\$ 124.00 /day
	e) Generator	5QK0Z	\$ 104.00 /day
	Bit Wear		
2 - 30	a) Limestone Aggregate	5QD0L	\$ 5.15 /inin
	b) Quartz Aggregate (River Gravel)	5QDU0	\$ 6.18 /inin
REFERENCE	LABORATORY SERVICES		
ASTM C 42	Sawed Ends for Compressive Strength Tests		
	a) Limestone Aggregate	2UL20	\$ 1,39 /sq.in
ASTM C 39;	Compressive Strength of Concrete Cores Includes		
ASTM C 42;	Measurements, Capping and Testing	5QFXF	\$ 28.50 /ea
ASTM C 174;			
ASTM C 617			
	Report Photographs		Cost +15%
	Laboratory Air-Dried Unit Weight	5QXAF	\$ 20.00 /ea

DRILLED-AND-U	NDERREAMED PIERS				
REFERENCE	FIELD SERVICES				
	This Service is Provided to Observe and/or Record the				
	Following Items:				<u> </u>
ACI 336.1	a) Specification Dimensions of Shaft and Bell				-
	b) Identification of Foundation Bearing Stratum				-
	c) Cleanliness of the Pier Excavation Bottom		1		-
	d) Size, Grade, Length, Concrete Cover and Orientation				-
	of Reinforcing Steel		1		-
	e) Consistency of Concrete Placed in the Pier				1
***********	Technician Time				1
	a) Hourly	BQ410	\$	73.50	/hr
	Cylinders Cast in Conjunction with Observation	5QFXE	\$	18.00	/ea
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FLY ASH			
REFERENCE	LABORATORY SERVICES		
ASTM C 311	Moisture Content	2UQV0	\$ 15.00 /ea
ASTM C 311	Loss of Ignition	2WCU0 -	\$ 43.00 /ea
ASTM C 311	Available Alkalies	2WCE0	\$ 125.00 /ea
ASTM C 430	Fineness, No. 325 Sieve Analysis	2WCN9	\$ 78.00 /ea
ASTM C 311	Soundness, Autoclave	2WCD0	\$ 280.00 /ea
ASTM C 311	Pozzolanic Activity; Portland Cement	2WCXF	\$ 478.00 /ea
ASTM C 311	Pozzolanic Activity; Lime	2WCXR	\$ 201.00 /ea
ASTM C 311	Increase of Drying Shrinkage of Mortar Bar	2WCKU	\$ 365.00 /ea
ASTM C 618	ASTM C 618 Chemical Analysis	2WCCG	\$ 463.00 /ea
ASTM C 618	ASTM C 618 Physical Analysis	2WCCW	\$ 1,126.00 /ea
ASTM C 595	Water-Soluble Fraction	2WC5E	\$ 55.00 /ea
ASTM C 188	Specific Gravity	2UK50	\$ 78.00 /ea

REFERENCE	FIELD SERVICES			
ASTM D 6432	The following Rates Include Travel Time Charges and			
	Technical Time Charges			
	Hourly Rate	Q80J	\$ 124.00	/hr
	GPR Equipment	QQ80M	\$ 520.00	/day
	Materials Engineer	TS	\$ 170.00	/hr

LIME				
REFERENCE	FIELD SERVICES		i ir an ti	
National Lime	Continuous Observation to Monitor and Record Equipment			-
Association	Functions, Specific Gravity of the Lime Slurry and Observation			
	of Stabilization Location and Depth			
	Technician Time	5Q402	\$ 72.50	/hr
REFERENCE	LABORATORY SERVICES			
ASTM D 422;	Sieve Analysis of Pulverized Materials for Gradation Compliance	5UQ4X	\$ 81.25	/ea
TxDOT, TEX-101-E, Pt. II				
ASTM D 4318;	Lime Series Curve Determination Including Five Atterberg Limits	5VSPN	\$ 487.50	/ea
TxDOT, TEX-112-E				

PORTLAND CEM	ENT	A.0.0		
REFERENCE	LABORATORY SERVICES			
ASTM C 183	Standard Method of Sampling Hydraulic Cement	2U005	\$ 59.00) /hr
ASTM C 109	Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50mm Cube Specimen)	2Q403	\$ 30.00) /ea
ASTM C 185	Air Content of Hydraulic Cement Mortar	2WHAU	\$ 68.00	/ea
ASTM C 266; ASTM C 191	Time of Setting of Hydraulic Cement by Gillmore/Vicat Needles	2WHIN	\$ 74.00) /ea
ASTM C 151	Autoclave Expansion of Portland Cement	2WHD0	\$ 267.0) /ea
ASTM C 187	Normal Consistency of Hydraulic Cement	2WHWH	\$ 68.0) /ea
ASTM C 188	Specific Gravity of Hydraulic Cement	2UR50	\$ 78.0) /ea
ASTM C 430	Fineness of Hydraulic Cement by the No. 325 Sieve	2WCN9	\$ 78.0) /ea
ASTM C 451	Early Stiffening of Portland Cement (Paste Method)	2WHM0	\$ 68.0	0 /ea
ASTM C 114	Chemical Analysis	2WHBG	\$ 490.0	0 /ea
ASTM C 91	Water Retention of Masonry Cement	2WH52	\$ 125.0	0 /ea
ASTM C 150	Chemical Analysis Physical Analysis	2WHBG 2WHBW	\$ 490.0 \$ 975.0	0 /ea

	SCHEDULE OF FEES				1
SOILS					
REFERENCE	FIELD SERVICES				
ASTM D 75	Complian Cuberado Fill or Page				
ASTRID 73	Sampling Subgrade, Fill or Base	FOTOO	•	E4.00	llar
****	Technician Time	5QT00	\$	54.00	/nr
	In-Place Moisture-Density Tests				
***************************************	Technician Time	5QT00	\$	54.00	/hr
ASTM D 2922	Nuclear Density	5Q0M0	\$	23.00	/ea
ASTM D 2167;	Volumetric Density (Sand Cone or Balloon)	5QUM0	\$	93.50	/ea
ASTM D 1556	The second secon				
	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	\$	57.75	/hr
	Proof Rolling Observation	5QT04	\$	54.00	/hr
ASTM D 2922	Nuclear Density Tests with Observation	5Q0R0	\$	18.00	/ea
REFERENCE	LABORATORY SERVICES				-
ASTM D 2216;	Moisture Content	5UQV0	\$	12.25	/ea
TxDOT, TEX-103-E					
	Atterberg Limits				
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	5VRBG	\$	91.50	/ea
	Shrinkage Limit in Conjunction with Atterberg Limits				
ASTM D 427	a) Volumetric	5WK2T	\$	136.75	/ea
A31W D 421	b) Linear (TxDOT, TEX-107-E)	5WK2T	\$	136.75	-
	b) Emour (17501, 12710) E)			100.10	7.00
ASTM D 422;	Sieve Analysis				
TxDOT, TEX-101-E;	a) Washed Through No. 40 (Up to 5 Sieves)	5WKR5	\$	63.00	/ea
TxDOT, TEX-110-E	b) Washed Through No. 200 (Up to 4 Sieves)	5WKR4	\$	110.75	/ea
	c) Additional Sieves	5WKRB	\$	15.50	/ea
					-
ASTM D 1140	Amount Finer Than No. 200 Sieve	5WKR8	\$	63.00	/ea
	Moisture-Density Relationship				-
	Preparation Time	5U001	\$	61.75	/hr
	Corrosivity (pH, Chlorides, Sulfate, Resistivity)	UH6P	\$	464.50	
	pH	UH5J	\$	61.25	-
	hii	01100	Ψ	01.20	/ca
	Resistivity	UH5L	\$	313.00	/ea
	Sulfate Content (colorimetric method)	UKF3	\$	105.25	-
-	Chloride Content		\$	60.75	+

	001123022 01 1220		
PRECAST CONC	RETE PLANT OBSERVATION		
REFERENCE	FIELD SERVICES		
PCI MNL-117	Plant Observation - To Verify Compliance with the Project		
01111112 111	Specifications and Fabrication Drawings to Maintain		
***************************************	Consistent Workmanship		
	Materials Engineer		\$ 187.50
	Technician Time	5Q423	\$ 73.50
	Cylinders	5QFXE	\$ 18.00
	Job-Site Erection Observation		
	Technician Time	5Q423	\$ 73.50
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LABORATORY SERVICES		
ASTM	SVPSE	\$ 251.50 /e
ASTIVI	241/21	\$ 251.00 /e
AASHTO	5VRSF	\$ 271.50 /e
TxDOT	5VRSQ	\$ 322.25 /e
Corps of Engineers	5VRSQ	\$ 322.25 /e
Los Angeles Abrasion (Time and Test)	2U080	\$ 300.00 /e
	204.10	
California Bearing Ratio - Short Method; Includes		
Moisture-Density Relationship and Three Test Specimens	5VRF1	\$ 1,062.50 /s
Each Additional Specimen	5VRFD	\$ 245.25 /e
TxDOT Triaxial - Short Method; Includes Moisture-Density		
Relationship and Up to Six Test Specimens		
Part I	2VR62	\$ 1,784.00 /s
Part II	5VR63	\$ 1,600.00 /e
Each Additional Specimen	2VR6D	\$ 201.00 /e
Specific Gravity	5UQ50	\$ 110.25 /e
Hydrometer Analysis (Includes Sample Preparation and		
Grain Size Curve)	5WKRQ	\$ 366.75 /e
Unit Weight	5WML0	\$ 38.25 /e
		\$ 278.50 /e
Shrinkage Limit	5WK2T	\$ 136.75 /e
Water Content and Visual Classification	5W050	\$ 17.00 /e
Unconfined Compression (includes unit dry weight)		
a) Soil Shelby Tube Specimens	5VP7L	\$ 58.00 /e
b) Rock Core Specimens	5VN7L	\$ 62.75 /e
(1) Sawed Specimen Ends	5UL21	\$ 14.50 /e
Triaxial Compression		
a) Unconsolidated-Undrained, Per Specimen	2W046	\$ 107.00 /e
b) Unconsolidated-Undrained, Multistage	2WF46	\$ 371.00 /e
Direct Shear		
a) Unconsolidated-Undrained	2WKI6	\$ 295.00 /e
	ASTM AASHTO TxDOT Corps of Engineers Los Angeles Abrasion (Time and Test) California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens Each Additional Specimen TxDOT Triaxial - Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens Part I Part II Each Additional Specimen Specific Gravity Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve) Unit Weight Wet Ball Mill Shrinkage Limit Water Content and Visual Classification Unconfined Compression (includes unit dry weight) a) Soll Shelby Tube Specimens b) Rock Core Specimens (1) Sawed Specimen Ends Triaxial Compression a) Unconsolidated-Undrained, Per Specimen b) Unconsolidated-Undrained, Multistage Direct Shear	ASTM AASHTO SVRSF TXDOT TXDOT SVRSQ Corps of Engineers SVRSQ Los Angeles Abrasion (Time and Test) California Bearing Ratio - Short Method; Includes Moisture-Density Relationship and Three Test Specimens Each Additional Specimen TXDOT Triaxial - Short Method; Includes Moisture-Density Relationship and Up to Six Test Specimens Part I Part II SVR62 Part II SyR63 Each Additional Specimen SPECIFIC Gravity Specific Gravity Sug50 Hydrometer Analysis (Includes Sample Preparation and Grain Size Curve) Unit Weight Wet Ball Mill SWK60 Shrinkage Limit Water Content and Visual Classification Unconfined Compression (includes unit dry weight) a) Soil Shelby Tube Specimens SVP7L b) Rock Core Specimens SVP7L b) Rock Core Specimens SVP7L Triaxial Compression a) Unconsolidated-Undrained, Per Specimen Direct Shear

	SCHEDULE OF FEES		
SOILS (Continued			
REFERENCE	LABORATORY SERVICES		
NEFENENCE		2WIIE	\$ 623.00 /ea
	a) Consolidated-Drained (Sand)	ZVVIIE	\$ 623.00 /ea
	Consolidation without Hysteresis Loop (Not Including Specific Gravity)	2WKH0	\$ 766.00 /ea
	Consolidation with Hysteresis Loop (Not Including Specific Gravity)	2WDG0	\$ 916.00 /ea
1000	Consolidation with Hysteresis Eoop (Not including Specific Gravity)	244000	φ 370.00 /ea
	Swell Test		
	a) Method "A"	2WL0Y	\$ 1,355.00 /ea
2-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1	b) Method "B"	2WL0M	\$ 238.00 /ea
2007272720-1	b) Method "C"	2WL0P	\$ 1,626.00 /ea
	d) Modified Method "B"	2WL00	\$ 211.00 /ea
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STEEL					
REFERENCE					
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AISC					
	FIELD SERVICES				
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	Observation - Fabrication Shop or Field Erection				
AWS D1.1	Certified Welding Inspector	TS	\$ 132	2.25 /	hr
AVYSULLI	Technician Time	5Q423		3.50 /	
	Technician Time	00423	- Ø 1.	3.50 /	E 11
	Weldment Observation				
AISC	Marine de la companya della companya della companya de la companya de la companya della companya	TS	\$ 132	2.25 /	llne
AISC	Certified Welding Inspector			5.00 /	
	Technician Time/Certified Associate Welding Inspector	5Q424	\$ 75	0.00 /	111
	Dally Tarana Taratina				
000	Bolt Torque Testing	50.400	0 7		rk
CRSI; ASTM A 615	Technician Time	5Q423	\$ 74	1.50 /	nr
ASTM A 015	Date Control Charles				
CDCI	Reinforcing Steel				
CRSI,	Sampling for Subsequent Lab Testing	COVEN	e e	7 75 1	lla a
ACI 318	Technician Time	5QK5N	\$ 51	7.75 /	UL
	Placement and Cross-Section Observation	50.405	A 40	7.50 /	ri
	Materials Engineer	5Q425		7.50 /	
PTI;	Technician Time	5Q423	\$ 7	3,50 /	'hr_
ACI 318					
	Pre-Tensioning Strands/Post-Tensioning Tendons				
	Placement and Stressing Observation			1 50 1	
	Materials Engineer	5Q425		7.50 /	
AWS D1.1;	Technician Time	5Q423	\$ 73	3.50 /	hr_
ASME Sec. IX					******
	Welders Tests				
	Witness Qualification Welding	2QZ00	\$ 140).75 /	hr
********					-
111100011	Qualification Welding Coupons		01-1	F0(
AWS D1.1	a) 3/8-in. Coupon		Cost +1		
	b) 1-in. Coupon		Cost +1	5%	
	Oridad Band Tools				
ANNO DA A	Guided Bend Tests	FOWCO		5 50 1	loo
AWS D1.1	Bend Tests	5QWC0	THE RESERVE TO THE RE	5.50 /	
	Set-Up Charge, Per Day	2QJS0	\$ 70).50 /	day
	Tanada Taska (Task and Oak Un)				
	Tensile Tests (Test and Set-Up)				
	Tensile Tests		1		

2020 RIO GRANDE VALLEY SCHEDULE OF FEES

	SCHEDULE OF FEES			
TEEL (Continued)				
TELE (OUTUINACE)				
	Coupon Preparation and Machining Services			
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<u> </u>	Welder Qualification Positions	5QZ10	\$ 124.00	/ea
	Radiographic Examination of Coupons	5Q100	\$ 177.00	/ea
	Trades graphic critical and a company			
REFERENCE				
STM A 370		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
	LABORATORY SERVICES			
	T			
	Tension Tests	5QWZV	\$ 50.00	/o.o.
	a) Reinforcing Steel with Elongation b) Reduced Section Preparation (No. 14 & No. 18)	QWZ0	Cost +15%	/84
	c) Set-Up Charge, Per Day	2QJS0	\$ 72.00	/da

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2020 RIO GRANDE VALLEY SCHEDULE OF FEES

CONSULT	ANTS AND COORDINATION				
	Principal Engineer	\$229.00	to	\$385.00	/hr
	Managing Engineer	\$148.50	to	\$254.00	/hr
	Staff Engineer	\$118.00	to	\$203.50	/hr
	Laboratory Manager	\$92.00	to	\$182.00	/hr
	Construction Services Manager	\$92.00	to	\$182.00	/hr
	Project Management/Coordination Time	\$60.00	to	\$137.00	/hr
	Outside Professional Services				
	Additional Insured			\$ 273.00	/ea
	Secretarial	\$60.00	to	\$102.00	/hr
	Word Processing			\$ 56.50	/hr
	Report Preparation and Administration	\$60.00	to	\$94.50	/hr
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2020 RIO GRANDE VALLEY SCHEDULE OF FEES

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1	0.50	\$	29.25	5RT01	-
2	1.00	\$	54.50	5RT02	
3	1.25	\$	75.25	5RT03	
4	1.50	\$	106.00	5RT04	Ī
5	2.00		147.50	5RT05	
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	Mileage greater than Zone 5 (entire trip) use MapQuest				
	The state of the s				
· · · · · · · · · · · · · · · · · · ·	\$1.00/mile				†
	Actual Travel Time to be charged at approved project hourly rate.				
	Actual Travel Time to be charged at approved project hearly tate.		-		1
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2020 RIO GRANDE VALLEY SCHEDULE OF FEES

BASIC CHARGE				
 A Vehicle travel charge (refer to "Zone Chart" above) will be assessed for round trip tra 	evel from ou	r office to the	project	
site, material supplier, etc. and back to our office.				
Service charges are based on the hourly rates stated herein and will be assessed from	the time th	e Engineer o	r	
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	ss of "Norma	al" work hours	s, as	
stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times				
Our total cost of services is based upon the assumption that most services will be provi	ided during	"normal" wor	k	
hours. Providing an excessive amount of services during days and/or hours requiring	overtime rat	es may signif	cantly	
increase the total cost of services shown herein.				
. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and	from the sit	e unless state	ed	
otherwise. Overtime charges will be assessed after eight (8) continuous hours of servi	ces rendere	d during "nor	mal"	
work hours.				
5. Minimum of 2 hours billing per visit to project site.	7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1			
6. A ten (10) percent project management and administration cost will be added to all inv	oices.			
Our opinion of probable cost for each proposal to be submitted is based upon an estim	ate of the c	onstruction m	aterials	
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	t the projec	t, our propose	ed	
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. R-K will keep you CLIENT appraised 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. R-K				
will invoice these tests separately to allow CLIENT to segregate the charges from our r	normal char	ges. This will	allow	
CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services				
rendered by R-K for the project				
8. R-K 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.				

ENVIRONMENTAL LABOR RATES Cameron County Contract

Position/Title	Loaded Rates
Principal	\$225
Sr. Project Manager / Senior Geoscientist	\$175
Senior Environmental Engineer	\$195
Environmental Engineer	\$185
Junior Engineer	\$155
Project Manager / Senior Environmental Scientist	\$120
Geoscientist	\$115
Senior Environmental Planner	\$175
Environmental Planner	\$110
Senior Archaeologist	\$175
Archaeologist	\$125
Field Archaeologist	\$75
Environmental Scientist	\$95
Senior Storm Water Consultant	\$110
Storm Water Inspector	\$75
Senior Air Permitting Specialist	\$185
Air Permitting Scientist	\$110
Environmental Compliance Manager	\$120
Senior Environmental Inspector	\$95
Environmental Inspector	\$75
Business Manager	\$80
GIS/Cadd Operator	\$75
Environmental Assistant / Intern	\$45
Clerical	\$70



L&G Engineering

Transportation Consultants

July 24, 2020

Cameron County
Attn: Benjamin L. Worsham, P.E., P.T.O.E.
County Engineer
Transportation Department
1390 I-69 E
San Benito, TX 78586

RE: RFQ No.: 1724-Construction Material Testing Services

Dear Mr. Worsham,

Thank you for selecting L&G Engineering for the referenced RFQ No.: 1724. We look forward to working with the Cameron County and fulfilling your Construction Material Testing needs. As requested, I am attaching our contract for professional services standard agreement along with a fee schedule and contact information for the L&G Consulting Engineers, LLC.

 Construction Material Testing Mr. David Saenz

Email: <u>dsaenz@lgengineers.com</u> Phone: 956-585-1909 X375

• Construction Material Testing

Mr. Ricardo Gallaga Email: Ricardo@lgengineers.com

Phone: 956-565-9813 X219

We sincerely appreciate the opportunity. I will await further correspondence from your office. In the meantime, if you need any additional information, please contact me at 956-565-9813.

Sincerely,

Jacinto Garza, P.E. CEO/Project Manager

Contract No: 2020C09297

THE STATE OF TEXAS

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COUNTY OF CAMERON §

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made effective the 22nd day of July 2020 by and between the COUNTY OF CAMERON, TEXAS, ("County") and L&G Consulting Engineers, Inc. dba as L&G Engineering, ("Engineer").

WITNESSETH:

WHEREAS, part of the responsibilities vested in the County pursuant to the required Soil and Material Testing Services for RFQ #1724 in Cameron County; and

WHEREAS, County has determined that the services of professional engineer are sometimes necessary to carry out the required activities; and

WHEREAS, pursuant to Article 664-4, "The Professional Services Procurement Act,"

Texas Government Code, the County requested proposals from professional engineer to assist

the County with professional engineering services; and

WHEREAS, the County has selected the Engineer to provide Soils and Materials testing services within the County of Cameron, Texas.

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

1. Scope of Services. This contract is of a work authorization type in which the Engineer agrees to provide to County the services as identified in each work authorization issued. The work will be identified as "EXHIBIT B - SERVICES TO BE PROVIDED BY THE



ENGINEER" The County will provide to Engineer the services described in "EXHIBIT A – SERVICES TO BE PROVIDED BY THE COUNTY" for each work authorization.

- 2. **Term**. This Contract becomes effective when fully executed by both parties and shall terminate at the close of business three years from date of execution, unless termination date is extended by written supplemental agreement executed prior to date of termination. The Engineer will not begin work or incur costs until authorized in writing after a work authorization has been issued by the County
- 3. Compensation. The maximum amount payable under this Contract shall not exceed the amount agreed for each work authorization and at the rate of pay defined in "EXHIBIT D CONTRACT RATES" unless an amendment is executed as provided hereinafter. The Engineer is authorized to submit periodic requests for payment within thirty days after completion of each work order. 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 of said services in the customary manner provided for payments utilized by Cameron County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 21, hereof.
- 4. **Progress.** Upon acceptance of a work order, the Engineer shall undertake and complete the authorized work and provide an "EXHIBIT C WORK SCHEDULE". The County or the Engineer can request conferences to be provided at the Engineer's office, the office of the County or at other agreed upon locations.
- 5. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being 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

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 the work.

6. Amendments. If it becomes necessary at any time during the Contract period to change the scope of work, the Contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Engineer unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments must be made in writing and agreed to by all parties hereto and duly executed before the end of the Contract period 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 Contract. 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 D – FEE SCHEDULE". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

- 7. **Reporting**. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Contract, including:
 - 1. 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.

- Favorable developments or events, which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.
- 8. Ownership of Documents. Upon completion or termination of this contract, 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 contract 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 the County under this contract.
- 9. Independent Contractor. Engineer must comply with all applicable Cameron County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Engineer under this Contract. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an independent contractor and is not an employee of Cameron County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Cameron County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Cameron 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.
- 10. Voluntary Termination. Engineer and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.
- 11. 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, § 100.00 1, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

- 12. Errors, Omissions, Negligent Acts Policy is also required. The Engineer shall save harmless the State and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Engineer or of any person employed by the Engineer.
- 13. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this contract to any person without the prior written consent of County.
- 14. **Termination Date**. Unless earlier terminated as herein provided, this Contract shall terminate on for a period of three years beginning the effective date of this agreement and ending on July 16, 2023.
- 15. Conflict. Nothing in this Contract 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 Contract 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 contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- 16. **Termination by County**. If Engineer fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Engineer fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Engineer.
- 17. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

- 18. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Engineer, and not otherwise.
- 19. Venue. This Contract 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 Cameron County, Texas. The parties hereby consent to personal jurisdiction in Cameron County, Texas.
- 20. 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, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.
- 21. Notices. Except as may be otherwise specifically provided in this Contract, 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 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:

County of Cameron

Attention: County Judge

1100 E. Monroe Street, Dancy Building

Brownsville, Texas 78520

If to Engineer:

L&G Engineering

Attention: Jacinto Garza, P.E. 2100 W. Expressway 83 Mercedes, Texas 78570

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 addressee or, if mailed, at such time as it is deposited in the United States mail.

- 22. Execution 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 Contract.
- 23. Binding Contract. This Contract 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 contract.
- 24. **Gender.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.
- 25. Authority. The execution and performance of this Contract by County and Engineer or have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Engineer in accordance with its terms.

26. **Engineer's Seal**. All documents and data furnished by the Engineer to the County shall bear the Engineer's professional seal.

EXECUTED as of the day and year first written above.

L&G ENGINEERING	COUNTY OF CAMERON
Ву:	By: Dist
Signature	Signature
Jacinto Garza, P.E.	Eddie Trevino Jr.
Printed Name	Printed Name
President, L&G Engineering	Judge, Cameron County Title
Title	Title
July 22, 2020	September 1, 2020
Date	Date
ATTEST: Municipal Sulva Carrage area	Approved by Commissioners Court,
Sylvia Garza-Perez County Clerk	OV COUNTAIN Date
September 1, 2020 Date	
Approved as to form:	
Ву:	
Date	

EXHIBIT "D" CONTRACT RATES

L&G Consulting Engineers, Inc.

		Audited Overt	nead Rate F	Y 2019	
Labor/Staff Classification		Hourly Base Rate		Contract Rate FY 20	
Senior Project Manager	\$	83.00	\$ 2	57.30	
Right-of-Way Administrator	\$	68.00		10.80	
Engineer - Senior Engineer	\$	65.00		01.50	
Geotechnical Engineer	\$	62.00		92.20	
Senior Environmental Scientist / Specialist	\$	59.00		82.90	
Engineer - Project Engineer	\$	56.00		73.60	
Right-of-Way Negotiator	\$	43.00		33.30	
Senior Engineer Tech	\$	40.00		24.00	
Engineering Lab Manager	\$	40.00		24.00	
Utility Coordinator	\$	38.00		17.80	
Senior Project Inspector	\$	38.00		17.80	
Record Keeper	\$	33.00		02.30	
Project Inspector	\$	30.00		93.00	
Environmental Planner/Specialist	\$	29.00		39.90	
Engineering Tech / GIS	s	27.00		33.70	
Admin/Clerical	\$	22.00		38.20	
Soil & Aggregate Technician	******** \$	22.00		8.20	
Concrete Technician	\$	22.00		8.20	
Asphalt Technician		22.00		8.20	
Negotiated Overhead Rate: 176.60% Negotiated Profit Rate: 12.00% Multiplier: 3.10	and profit	Contract Rates include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment.			
Other Direct Expenses:		Cost:			
Lodging		\$96/night			
Meals	\$55/day				
Mileage	\$0.575/mile				
Car Rental	\$75.00/day				
1/2" X 11" copies (B&W) \$ 50/ea					
11" X 17" copies (B&W) \$.75/ea					
11" X 17" Mylar \$2.00/ea					
Overnight Mail - Letter Size		\$15.00/Each			
Overnight Mail - Oversized Box		\$38.00/Each			
Air Travel		At Cost			

Base Contract Rate Fee Schedule

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CONTRACT RATES

GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES Direct Expenses

Geotechnical Field Services Mobilization (Drill Rig and Crew) Stand-By Time Texas Cone Penetration Test (Tex-132) Soil Boring / Solid Stem Soil Boring / Hollow Stem Soil Boring / Mud Rotary Support Truck Piezometer / Monitoring Well	2020 \$468.56/Day \$206.01/Hr \$5.89/Ea. \$32.97/Lf \$32.97/Lf \$32.97/Lf \$1.75/Mi. By Quote
Soil Testing Moisture Content Determination - ASTM D2216/Tex-103-E Determination of Liquid Limit of Soils - Tex-104-E Determination of Plastic Limit of Soils - Tex-105-E Atterberg Limits of Soils - ASTM D 4318/Tex-106-E Bar Linear Shrinkage of Soils - Tex-107-E Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	2020 \$9.70/Ea. \$56.38/Ea. \$56.62/Ea. \$69.51/Ea. \$70.51/Ea. \$86.59/Ea. \$70.51/Ea.
Lime Series Testing (PI Relation) - Tex-112-E Lime Series Testing (pH Relation) - Tex-121-E (Part III) Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E Standard Proctor - ASTM D 698 Standard Proctor Soil-Cement - ASTM D 558 Modified Proctor - ASTM D 1557 d Density Test (Nuclear) - ASTM D 6938/Tex-115-E	\$207.07/Ea. \$249.97/Ea. \$225.54/Ea. \$203.35/Ea. \$257.50/Ea. \$225.45/Ea. \$21.37/Ea.
Inpressive Strength Soil-Cement Cyl. – ASTM D 1633 (Method A) Determination of Soil pH - Tex-128-E Soil-Lime Testing - Tex-121-E (Part I) Resistivity of Soils - Tex-129-E Sulfate Content of Soils - Tex-145-E Texas Wet Ball Mill (Material Quality) - Tex-116-E Triaxial Compression (Dist. Soil & Base) - Tex-117-E	\$87.55/Ea. \$91.66/Ea. \$169.15/Ea. \$102.54/Ea. \$91.66/Ea. \$246.72/Ea. \$371.32/Ea.
Unconfined Compression-Soil - ASTM D 2166 Uniaxial Compression-Rock - ASTM D 7012 Consolidation Test - ASTM D 2435 Organic Content - ASTM D 2974 (Method C) Dispersive Charateristics of Soil (Double Hydrometer) - ASTM D4221 Dispersive Charateristics of Soil (Crumb Test) - ASTM D6572 Classification Of Dispersive Clay (Pinhole Test) - ASTM D4647	\$52.99/Ea. \$56.52/Ea. \$553.27/Ea. \$87.55/Ea. \$154.50/Ea. \$56.55/Ea. \$154.50/Ea.
Coarse & Fine Aggregate Quality Testing Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A Sieve Analysis (Additional Sieves) - All Methods Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I) Deleterious Material (Concrete Aggr.) - Tex-413-A Decantation (Coarse Aggr.) - Tex-217-F (Part II) Decantation Test (Fine Aggr Conc.) - ASTM C 117/Tex-406-A Specific Gravity/Absorp. (Conc. Aggr) - ASTM C127/Tex-403-A L.A. Abrasion - ASTM C131/ Tex-410-A Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A Unit Weight of Aggregates - ASTM C29/Tex-404-A	2020 \$48.37/Ea. \$76.67/Ea. \$90.18/Ea. \$14.12/Ea. \$49.34/Ea. \$49.34/Ea. \$49.34/Ea. \$74.44/Ea. \$598.93/Ea. \$70.51/Ea.
creent Voids/Solids in Conc. Aggr Tex-405-A	\$14.06/Ea.

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L&G Consulting Engineers, Inc.

CONTRACT RATES

CONTRACT RA	LES
In Conjunction w/ SSD Unit Wt of Aggregates)	
.id Equivalent - ASTM D 2419/Tex-203-F	644 4470-
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	\$77.44/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	\$84.52/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	\$49.34/Ea.
	\$16.92/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	\$63.65/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	\$84.87/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	\$91.66/Ea.
Pavement Testing (Mix & Roadway) / Asphalt Quality	2019
Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	\$95.48/Ea.
Asphalt Content - Tex-236-F	
Voids in Mineral Aggr. (VMA) - Tex-207-F	\$95.48/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	\$116.70/Ea.
	\$91.66/Ea.
Indirect Tensile Strength Test - Tex-226-F	\$636.54/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	\$15.91/Ea.
Lab Molded Density - Tex-207-F	\$84.87/Ea.
Hamburg Wheel Tracker - Tex-242-F	\$954.81/Ea.
Field Coring - ACP Thickness - ASTM D 3549	\$70.51/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	\$93.83/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	\$49.25/Ea.
In-Place Air Voids - Tex-207-F	\$26.52/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	\$95.48/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	\$246.63/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	\$42.29/Ea.
Segregation Profile - Tex-207-F (Part V)	\$318.27/Ea.
Joint Density - Tex-207-F (Part VII)	\$318.27/Ea.
Tack Coat Adhesion - Tex-243-F	\$106.09/Ea.
rmal Profile - Tex-244-F	\$185.66/Ea.
Jue Quality - Tex-1001-S	By Quote
	by Quote
Pavement Investigation (All Inclusive - QA Verification Field Sample)	
Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick.,	
Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	\$528.41/Ea.
Concrete/Masonry Field & Laboratory Testing	2020
Temperature Test (Fresh Mix Conc.) – ASTM C 1064/Tex-422-A	
Slump Test - ASTM C 143/Tex-415-A	No Charge
	No Charge
Air Content (Pressure Method) - ASTM C 231/Tex-416-A	\$25.32/Ea.
Air Content (Volumetric) - ASTM C 173	\$28.18/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	No Charge
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	\$12.73/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	\$16.89/Ea.
Casting of Grout Prisms - ASTM C 1019	No Charge
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	\$35.26/Ea.
Casting of Mortar Cubes - ASTM C 780	No Charge
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	\$34.45/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	\$246.56/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	\$246.56/Ea.
*(In Conjunction w/ Field Inspection)	
Miscellaneous Testing	2020
Drilled Shaft Slurry Density - Tex-130-E (Part II)	\$26.52/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	\$20.32/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IIV)	
Diffied Shaft Shifty A iscosity - 16x-120-E (Latt 1A)	\$26.53/Ea.
zineering Review, Evaluation, Management & Administration	<u>2020</u>
1 est Report	\$25.03/Ea.

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