

**PROFESSIONAL SERVICES CONTRACT  
WEBB COUNTY – RABA KISTNER  
FOR  
MATERIALS OBSERVATION & ENGINEERING TESTING  
WORK AUTHORIZATION # 1**

This Work Authorization #1 is made under the Professional Services Contract Webb County – Raba Kitsner Master Contract for (Construction) Materials Engineering Testing as approved by the Commissioners Court of Webb County and Consultant and dated December 27, 2022 (Contract) between Webb County, a political subdivision of the State of Texas, hereinafter referred to as “County” and Raba Kitsner, Inc., hereinafter referred to as “Consultant”.

1. **AUTHORIZATION TO PROCEED**

The execution of this Work Authorization and subsequent issuance of a Notice to Proceed shall be construed as authorization by the County for the Consultant to proceed with the work.

2. **SCOPE OF SERVICES**

The scope of services to be provided by Consultant for this Work Authorization is the following:

*Project Name: Quad City Fire Station Renovations*

*Type of Service: Construction Materials and Engineering Testing*

Scope of Services is further detailed in the attached Exhibit “A” attached hereto and incorporated as if set out in full for all intents and purposes.

3. **COUNTY OBLIGATIONS**

County will provide to the Consultant the following:

- a. Provide the authorization to proceed with services through coordination with the Consultant.
- b. Payment for work performed by the Consultant and accepted by County in accordance with Article VI of the Master Agreement and Article 4 of this Work Authorization Agreement.
- c. Assistance to the Consultant, as necessary, to obtain needed data and information from other local, regional, State and Federal agencies the Consultant cannot easily obtain.
- d. Provide any available relevant data County may have on file that will assist Consultant.
- e. Provide timely review and decisions in response to the Consultant’s request for information and/or required submittals and deliverables, in order for the Consultant to maintain the agreed upon work schedule prepared in accordance with this Work Authorization.

FILED August 23 20 23 at 3:00pm

MARGIE RAMIREZ IBARRA  
COUNTY CLERK WEBB COUNTY TEXAS

BY Jmichelligancia DEPUTY

f. Attend and participate in progress meetings as required and as coordinated and conducted by Consultant.

4. COMPENSATION AND PAYMENT

The cost for services under this Work Authorization will be based on a fee not to exceed FIFTEEN THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS FIFTY-NINE CENTS (\$15,848.59) for the services detailed in Article 2 of this Work Authorization #1. The maximum amount payable under this Work Authorization #1 is FIFTEEN THOUSAND EIGHT HUNDRED FORTY-EIGHT DOLLARS FIFTY-NINE CENTS (\$15,848.59).

5. ERRORS, OMISSIONS, NEGLIGENT ACTS POLICY

**Consultant shall save harmless County and its officers and employees from all claims and liability due to activities of itself, its agents, or employees, performed under this Work Authorization and which are caused by or result from error, omission, or negligent act of the Consultant or any person employed by the Consultant.**

6. INDEPENDENT CONTRACTOR

Consultant must comply with all applicable County policies and with any applicable Federal, State or local laws, regulations, orders or ordinances applicable to the services provided by Consultant under this Work Authorization. Notwithstanding the foregoing sentence, Consultant represents and maintains that it is an independent contractor and is not an employee of County or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of the County and/or any agency thereof, including but not limited to benefits associated with County's civil service program. Consultant shall be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. TERMINATION

This Work Authorization #1 terminates when the Contract terminates or pursuant to Article VIII of the Master Contract, whichever occurs first.

8. ADDITIONAL SERVICES

Services in addition to those specified in the SCOPE OF SERVICES may be provided by the Consultant if authorized in writing by County. Additional services will be paid for by County as negotiated in a Supplemental Work Authorization.

9. ACCEPTANCE AND APPROVAL

This Work Authorization does not waive the parties' responsibilities and obligations as established by the Contract.


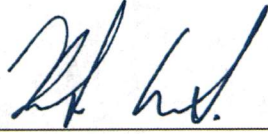
This Work Authorization is hereby accepted and approved by the Webb County Commissioners Court on July 10, 2023, and effective as of July 10, 2023, even if any signatures are made after that date.

10. EXHIBITS INCORPORATED  
Exhibits "A" is made part of this Work Authorization.

11. EFFECTIVE DATE  
This Work Authorization is effective when executed by both parties.

COUNTY

CONSULTANT

  
By: Tano Tijerina  
County Judge  
\_\_\_\_\_

Date: August 16, 2023

Date: August 16, 2023

**EXHIBIT "A"**

Proposal No.: PMD23-063-01 (Revised)  
July 06, 2023

4

**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
**Webb County – Quad City Fire Station Renovations**

SERVICE	UNIT RATE	QUANTITY	TOTAL
<b>Civil Earthwork:</b>			
1. Moisture-Density Relationship (Proctor)	\$302.50 each	2	\$605.00
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$110.25 each	2	\$220.50
3. Sieve Analysis - 200	\$123.25 each	2	\$246.50
4. Technician Time Sampling	\$64.25 hour	5	\$321.25
5. Vehicle Travel Charge	\$1.25 mile	250	\$312.50
6. Proof Rolling Observation	\$64.25 hour	As Requested	
7. Vehicle Travel Charge	\$1.25 mile	As Requested	
8. Field Density Test - Subgrade & Select Fill	\$27.50 each	15	\$412.50
9. Technician Time - Subgrade & Select Fill	\$64.25 hour	24	\$1,542.00
10. Technician Time - Subgrade & Select Fill (Overtime)	\$96.38 hour	12	\$1,156.56
11. Vehicle Travel Charge	\$1.25 mile	750	\$937.50
<b>Subtotal</b>			<b>\$5,754.31</b>
<b>Concrete:</b>			
1. Concrete Compressive Strength Tests	\$20.00 each	10	\$200.00
2. Technician Time - Concrete Testing	\$64.25 hour	6	\$385.50
3. Air Content of Concrete	\$38.00 each	2	\$76.00
4. Technician Time - Pick-Up of Specimen(s)	\$64.25 hour	5	\$321.25
5. Vehicle Travel Charge	\$1.25 mile	500	\$625.00
<b>Subtotal</b>			<b>\$1,607.75</b>
<b>Masonry:</b>			
1. Masonry Observation	\$82.00 hour	15	\$1,230.00
2. Motar Compression Strength Testing	\$98.50 each	6	\$591.00
3. Grout Compression Strength Testing	\$98.50 each	4	\$394.00
4. Technician Time - Pick-Up of Specimen(s)	\$64.25 hour	4	\$257.00
5. Vehicle Travel Charge	\$1.25 mile	1000	\$1,250.00
<b>Subtotal</b>			<b>\$3,722.00</b>
<b>Reinforcing Steel:</b>			
1. Reinforcing Steel Observtion	\$64.25 hour	5	\$321.25
2. Vehicle Travel Charge	\$1.25 mile	250	\$312.50
<b>Subtotal</b>			<b>\$633.75</b>
<b>Structural Steel Observation:</b>			
1. Structural Steel Observation/Bolts and Weld Certified Welding Inspector	\$147.50 hour	14	\$2,065.00
2. Non-Destructive Testing (Radiographic/Ultrasonic)	Cost +15%	As Requested	
3. Vehicle Travel Charge	\$1.25 mile	500	\$625.00
<b>Subtotal</b>			<b>\$2,690.00</b>
<b>Other:</b>			
1. Project Administration(Markup of Invoiced Billing Cycle)	10%		\$1,440.78
<b>Subtotal</b>			<b>\$1,440.78</b>
<b>GRAND TOTAL</b>			<b>\$15,848.59</b>

**EXHIBIT "A"**

Proposal No.: PMD23-063-01 (Revised)  
July 06, 2023

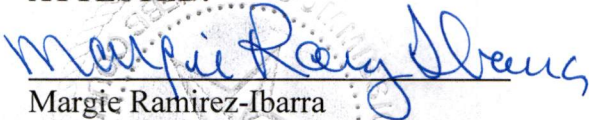
**CONSTRUCTION MATERIALS TESTING UNIT RATES**  
**Webb County – Quad City Fire Station Renovations**

**Fees for Consulting & Coordination Services**

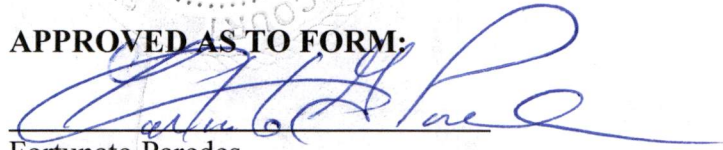
**Unit Fees**

Principal Engineer .....	\$254.75 to \$428.75 /hour
Managing Engineer .....	\$165.50 to \$282.75 /hour
Staff Engineer .....	\$131.25 to \$226.75 /hour
Laboratory Manager .....	\$102.50 to \$203.00 /hour
Construction Services Manager .....	\$102.50 to \$203.00 /hour
Outside Professional Services & Reimbursable .....	
Additional Insured.....	\$304.25 /each
Report Preparation and Administration .....	\$67.00 to \$113.75 /hour

**ATTESTED:**

  
Margie Ramirez-Ibarra  
Webb County Clerk

**APPROVED AS TO FORM:**

  
Fortunato Paredes  
Chief Assistant General Counsel  
Civil Legal Division

\*The General Counsel, Civil Legal Division's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).\*

*Passed and approved by the Webb County Commissioners Court  
On July 10, 2023; item no. #26.*